NOTICE
REGULAR MEETING OF THE GOVERNING BOARD
TRACY UNIFIED SCHOOL DISTRICT
AUGUST 11, 2026

PLACE: DISTRICT EDUCATION CENTER
BOARD ROOM
1875 WEST LOWELL AVENUE
TRACY, CALIFORNIA

TUSD board meetings are held in person.

To View the live stream of this meeting, please follow this link: Board Meeting Live

TIME: 6:30 PM Closed Session
7:00 PM Open Session

AGENDA

Pg. No.

1. **Call to Order**

2. **Roll Call – Establish Quorum**
Board: O. Alexander, D. Cheeseman, R. Fagin, L. Hawkins, S. Secker, J. Silcox, D. Traina
Staff: R. Pecot, Z. Boswell, T. Jalique, T. Salinas, S. Smith

3. **Closed Session:** Opportunity to Address the Board Regarding Closed Session Items which follow below. Closed Session is limited to consideration of items specifically authorized under the Government Code and/or the Education Codes.

3.1 Administrative & Business Services: N/A

3.2 Educational Services:

3.2.1 Finding of Facts: 25/26#45
Education Code §48912

3.2.2 Reinstatements: 26/27#01
Education Code §48912

Action: Motion__; Second__. **Vote:** Yes___; No __; Absent___; Abstain __

3.2.3 Board Waiver: KHS#10359949
Education Code §48912

Action: Motion__; Second__. **Vote:** Yes___; No___; Absent___; Abstain

3.2.4 Confidential Student Matter: PE Exemptions THS#10333188

Action: Motion__; Second__. **Vote:** Yes___; No___; Absent___; Abstain __

3.3 Human Resources:

3.3.1 Consider Non-Paid Leave of Absence for Classified Employee #UCL-581, Pursuant to Article XXIII

Action: Motion__; Second__. **Vote:** Yes __; No___; Absent ; Abstain ___

3.3.2 Consider Non-Paid Leave of Absence for Classified Employee #UCL-587, Pursuant to Article XXIII
Action: Motion__; Second__. **Vote:** Yes___; No___; Absent ; Abstain ___
3.3.3 Consider Unpaid Leave of Absence for Classified Employee #UCL-588
Action: Motion__; Second__. **Vote:** Yes___; No___; Absent___; Abstain ___
3.3.4 Consider Leave of Absence Requests for Certificated Employees: #UC-1465 Modified, #UC-1469, #UC-1470, #UC-1472, Pursuant to Article XX
Action: Motion__; Second__. **Vote:** Yes___; No___; Absent _; Abstain ___
3.3.5 Consider Leave of Absence Request for Management Employee: #UC-1473
Action: Motion__; Second__. **Vote:** Yes___; No _; Absent___; Abstain _
3.3.6 Consider Unpaid Leave of Absence for Classified Employee #UCL- 589
Action: Motion__; Second__. **Vote:** Yes___; No___; Absent___; Abstain ___
3.3.7 Public Employee Performance Evaluation: Superintendent
Government Code §54957
Action: Motion__; Second__. **Vote:** Yes___; No___; Absent___; Abstain
3.3.8 Consider Public Employee/Employment/Discipline/Dismissal/Release
Government Code §54957
Action: Motion__; Second__. **Vote:** Yes___; No ___; Absent___; Abstain ___
3.3.9 Conference with Labor Negotiators
Government Code §54957.6
Agency Negotiator: Tammy Jalique, Associate Superintendent of Human Resources
Employee Organization: CSEA, TEA

4. Adjourn to Open Session

5. Call to Order and Pledge of Allegiance

6. Closed Session Issues:

6a Action Taken on Finding of Facts: 25/26#45
3.2.1
Action: Motion ____ Second ___. **Vote:** Yes___; No__ _; Absent_ : Abstain ___
6b Report Out of Action Taken on Reinstatements: 26/27#01
3.2.2
Action: **Vote:** Yes___; No___; Absent___; Abstain ___
6c Report Out of Action Taken on Board Waiver: KHS#10359949
3.2.3
Action: **Vote:** Yes___; No___; Absent___; Abstain ___
6d Report Out of Action Taken on PE Exemptions: THS#10333188
3.2.4
Action: **Vote:** Yes___; No___; Absent___; Abstain ___
6e Report Out of Action Taken on Consider Non-Paid Leave of Absence for
3.3.1 Classified Employee #UCL-581, Pursuant to Article XXIII
Action: **Vote:** Yes___; No___; Absent___; Abstain ___

6f 3.3.2 Report Out of Action Taken on Consider Non-Paid Leave of Absence for Classified Employee #UCL-587, Pursuant to Article XXIII
Action: **Vote:** Yes___; No___; Absent___; Abstain _

6g 3.3.3 Report Out of Action Taken on Consider Unpaid Leave of Absence for Classified Employee #UCL-588
Action: **Vote:** Yes___; No___; Absent___; Abstain ___

6h 3.3.4 Report Out of Action Taken on Consider Leave of Absence Requests for Certificated Employees: #UC-1465 Modified, #UC-1469, #UC-1470, #UC-1471, #UC-1472, Pursuant to Article XX
Action: **Vote:** Yes___; No___; Absent___; Abstain ___

6i 3.3.5 Report Out of Action Taken on Consider Leave of Absence Request for Management Employee: #UC-1473
Action: **Vote:** Yes___; No___; Absent___; Abstain ___

6j 3.3.6 Report Out of Action Taken on Consider Unpaid Leave of Absence for Classified Employee #UCL- 589
Action: **Vote:** Yes___; No___; Absent___; Abstain ___

7. **Approve Regular Minutes of June 23, 2026** **1-9**
Action: Motion__ ; Second __. **Vote:** Yes __; No __; Absent _: Abstain ___

8. **Student Representative Reports:** N/A

9. **Recognition & Presentations:** An opportunity to honor students, employees and community members for outstanding achievement:
9.1 Monte Vista Middle School, Principal Report

10. **Information & Discussion Items:** An opportunity to present information or reports concerning items that may be considered by Trustees at a future meeting.
10.1 Administrative & Business Services: N/A

11. **Hearing of Delegations:** Anyone wishing to address the Governing Board on a non-agenda item may be heard at this time. Oral presentations shall be held to a reasonable length, normally not to exceed three (3) minutes. If formal action is required, the board may request that the item be placed on a future agenda and action will be taken at a future date. If information or a report is requested, the request for it must also be submitted in writing to the superintendent.

12. **PUBLIC HEARING:** N/A

13. **Consent Items:** Actions proposed for consent are consistent with the approved practices of the district and are deemed routine in nature. Trustees receive board agenda background information in advance of scheduled meetings and are prepared to vote with knowledge on the consent items.
Action: Motion___; Second___. **Vote:** Yes__; No__; Absent__; Abstain__.
Board approval of any agenda item requiring insurance or fingerprint clearance is conditioned upon acceptance of appropriate documentation received by TUSD.

13.1 Administrative & Business Services:

13.1.1	Approve the Amended 2026-2027 Designation of CIF Representatives to League for Kimball High School	**10-11**
13.1.2	Accept and Review the Status of School Connected Organization/Booster Club Applications Submitted for the 2026/27 School Year	**12-13**
13.1.3	Authorize Associate Superintendent of Business Services to Enter into Agreement to Dispose of Damaged, Obsolete, and Surplus Furniture, Computers, and Equipment through Disposal Service	**14-16**
13.1.4	Ratify Routine Agreements, Expenditures, and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda	**17-20**
13.1.5	Accept the Generous Donations from the Various Individuals, Businesses, and School Site Parent Teacher Associations Listed Herein with Thanks and Appreciation from the Staff and Students of the Tracy Unified School District	**21-23**
13.1.6	Approve Accounts Payable Warrants (June 2026) (Separate Cover)	**24**
13.1.7	Approve Payroll Reports (June 2026)	**25-29**
13.1.8	Approve Revolving Cash Fund Reports (June 2026)	**30-31**
13.1.9	Approve Refund Agreement Between Tracy Unified School District and Banta Unified School District	**32-34**

13.2 Educational Services:

13.2.1	Approve Agreement for Contract Services Between IXL Learning and Monte Vista Middle School for the 2026-2027 School Year	**35-36**
13.2.2	Approve Agreement for Site License with IXL Learning and Art Freiler School for the 2026-27 School Year	**37-39**
13.2.3	Approve Agreement with Community Medical Centers for Mental Health Services at Hirsch, Jacobson, Kimball, McKinley, South/West Park, Duncan Russell, Stein, and Tracy High for the 2026-2027 School Year	**40-44**
13.2.4	Approve Agreement for Contract Services with Community Medical Centers for South/West Park, Duncan Russell, and Stein High School for the 2026-2027 School Year	**45-49**
13.2.5	Approve Agreement for Contract Services with Valley Community Counseling for Mental Health Services at Central Elementary and North School for the 2026-2027 School Year	**50-53**
13.2.6	Approve Agreement for Contract Services with Valley Community Counseling for Mental Health Services at Bohn, Central, Freiler, Kelly, Monte Vista, North, Poet, Villalovos, Williams and West High for the 2026-2027 School Year	**54-57**
13.2.7	Ratify Independent Educational Evaluation Agreement with Faith in Action Community Education Services for an FBA Independent Education Evaluation (IEE)	**58-61**
13.2.8	Approve Agreement for Contract Services with Community Medical Centers for Mental Health Services at Tracy Independent Study Charter School for the 2026-2027 School Year	**62-66**
13.2.9	Approve Agreement for Contract Services with Operation Scholars to Provide Behaviorist Support for the 2026-2027 School Year	**67-70**

13.2.10	Approve Master Contract Funding Increase for Non-Public School Stockton Educational Center for the 2025-2026 School Year (Separate Cover)	**71**
13.2.11	Ratify Contract Service Agreement with Pawar Transportation for the 2026-2027 School Year (Separate Cover)	**72**
13.2.12	Approve Out of State Travel for District Administrators for the HRS Summit with Marzano Resources on the Topic of High Reliability Schools	**73-74**
13.2.13	Ratify Independent Educational Evaluation (IEE) Agreement with Lucid Psychology PC	**75-79**
13.2.14	Approve Agreement for Special Contract Services with Marzano Resources for Professional Development for District Administrators on the Topic of High Reliability Schools	**80-87**
13.2.15	Ratify Master Contract for Point Quest Education. NPS for the 2026-2027 School Year (Separate Cover)	**88**
13.2.16	Ratify Master Contract with Non-Public School Sierra Vista Child & Family Services (Kirkbaucher) for the 2026-2027 School Year (Separate Cover)	**89**
13.2.17	Approve Agreement with SJCOE Language and Literacy Department to Provide ELL/ELD Trainings to TUSD Staff for the 2026-2027 School Year	**90-94**
13.2.18	Approve Agreement for Contract Services with Girl Scouts Heart of Central California to Provide Staff-Facilitated Elementary After-School Club Services through the Expanded Learning Opportunities Program	**95-97**
13.2.19	Approve Agreement for Contract Services with Turlock Sports Park TSP Afterschool Programs through the Expanded Learning Opportunities Program	**98-104**
13.2.20	Approve Agreement for Contract Services Between Operation Scholars and North School for the 2026–2027 School Year	**105-108**
13.2.21	Approve Agreement with the City of Tracy to Provide Professional Development to High School Physical Education Teachers for the 2026-27 School Year	**109-112**
13.2.22	Approve Agreement with San Joaquin County Office of Education Quality Rating and Improvement System (QRIS) and the TUSD School Readiness Preschool Program for the 2026-2027 School Year	**113-116**
13.2.23	Approve Contract with San Joaquin County Office of Education for the ASES Grant and 21st CCLC ASSETS Grant	**117-130**
13.2.24	Approve Quote for Student Driver's Education Licenses between Edgenuity/DriversEd.com and George and Evelyn Stein High School for the 2026-2027 School Year	**131-133**
13.2.25	Ratify Agreement for Subscription Contract Services Between Xello – College and Career Software Program and George & Evelyn Stein High School for the 2026-2027 School Year	**134-139**
13.2.26	Approve Agreement for Contract Services with Lift Enrichment to Provide After-School Cooking Program through the Expanded Learning Opportunities Program	**140-146**
13.2.27	Ratify NPS Master Contract with South Bay High School for the 2026-2027 School Year (Separate Cover)	**147**

13.2.28	Approve Contract Service Agreement with Alegre Care Inc. dba Alegre Home Care and Staffing for the 2026-2027 School Year	**148-151**
13.2.29	Ratify Agreement for Contract Services between UC Berkley and Health Services Department for the 2026-2027 School Year	**152-163**
13.2.30	Approve Contract Service Agreement with Tracy High School (Math & Science) and LAZEL, Inc. (Gizmos Software) for the 2026-2027 School Year	**164-168**
13.2.31	Approve Agreement for Special Contract Services with SJCOE for the Artist-in-Residence Program at Villalovoz Elementary School for the 2026-2027 School Year	**169-175**
13.2.32	Approve Service Agreement for Keynote Speaker Dee Hankins (DeeHankins.com) to Present at Merrill F. West High School on November 6, 2026	**176-178**
13.2.33	Approve Agriculture Incentive Grant for the 2026-2027 School Year for the West High Agriculture Program	**179-188**
13.2.34	Approve Out-of-State Travel for Four Speech Pathologists to Attend the 2026 ASHA Convention November 18-21 in Indianapolis, IN	**189**

13.3 Human Resources:

13.3.1	Approve Resignations/Retirements/Leave of Absences for Classified, certificated, and/or Management Employment	**190-194**
13.3.2	Approve Classified, Certificated, and/or Management Employment	**195-205**
13.3.3	Approve Fieldwork Agreement with Point Loma Nazarene University	**206-212**
13.3.4	Approve Individual Intern Agreement with CSU Stanislaus	**213-220**
13.3.5	Approve Paid Intern Agreement with Point Loma Nazarene University	**221-228**
13.3.6	Approve Student Teaching Agreement with Point Loma Nazarene University	**229-336**
13.3.7	Approve Field Placement Agreement with Grand Canyon University	**237-245**

14. Action Items: Action items are considered and voted on individually. Trustees receive background information and staff recommendations for each item recommended for action in advance of scheduled meetings and are prepared to vote with knowledge on the action items.

14.1 Administrative & Business Services:

14.1.1 Consider Claim No. 669730 **246**

Action: Motion___; Second___. **Vote:** Yes__; No__; Absent ; Abstain .

14.2 Educational Services: N/A

14.3 Human Resources:

14.3.1 Approve Revised Master Agreement between Tracy Unified School District and the Tracy Educators Association (TEA) (Separate Cover) **247**

Action: Motion___; Second___. **Vote:** Yes__; No__; Absent ; Abstain__.

14.3.2 Adopt Revisions to Board Policy 4119.26, 4219.26, 4319.26 Maintaining Appropriate Adult-Student Interactions (First Reading) **248-255**

Action: Motion___; Second___. **Vote:** Yes__; No ; Absent__; Abstain__.

14.3.3	Approve Revised Job Description for Modified Para Educator – Student Apprentice	**256-259**
Action:	Motion___; Second___. **Vote:** Yes__; No : Absent_ : Abstain__.	
14.3.4	Approve Variable Term Waivers	**260-261**
Action:	Motion___; Second___. **Vote:** Yes__; No__; Absent : Abstain__.	

15. **Board Reports:** An opportunity for board members to discuss items of particular importance or interest in the district.

16. **Superintendent's Report:** An opportunity for the superintendent to share matters of special interest or importance which are not on the board agenda and/or special presentations of district programs or activities.

17. **Board Meeting Calendar:**
    - **17.1** August 25, 2026
    - **17.2** September 8, 2026
    - **17.3** September 22, 2026

18. **Upcoming Events:**

18.1	September 7, 2026	No School, Labor Day Holiday
18.2	October 5 – 9, 2026	No School, Fall Break
18.3	October 19, 2026	No School, Parent/Teacher Conferences

If requested, the agenda shall be made available in appropriate alternative formats to persons with a disability. To make this request, please telephone the Superintendent's Office at 209.830.3201. If any person with a disability needs a disability-related modification or accommodation, including auxiliary aids or services, he/she should also contact the Superintendent's Office at least 24 hours prior to the meeting.

Minutes of
Regular Meeting of the Governing Board
For Tracy Unified School District
Held on Tuesday, June 23, 2026

4:30 PM: **1-3.** President Silcox called the meeting to order and adjourned to closed session.

Roll Call: **4.** Board: O. Alexander, D. Cheeseman, R. Fagin, L. Hawkins, S. Secker, J. Silcox, D. Traina
Staff: R. Pecot, L. Nelson, T. Jalique, Z. Boswell, S. Smith. Absent: T. Salinas

5:05 PM **5.** President Silcox called the Tracy Unified School District Board of Education to order and led those present in the Pledge of Allegiance.

Closed Session:

6a	Report Out of Action Taken on Reinstatements: 25/26#27, 25/26#28,
3.2.1	25/26#29, 25/26#30, 25/26#31, 25/26#32, 25/26#33, 25/26#34
Action:	Hawkins, Alexander. **Vote:** Yes-7; No-0; Absent-0.
6b	Report Out of Action Taken on PE Exemptions: TISCS#10361469
3.2.2	
Action:	Approved. **Vote:** Yes-6; No-0; Absent-1(Silcox).
6c	Report Out of Action Taken on Approve Funding for Confidential
3.2.3	Settlement Agreement
Action:	Approved. **Vote:** Yes-6; No-0; Absent-1(Silcox).
6d	Report Out of Action Taken on Approve Funding for Confidential
3.2.4	Settlement Agreement
Action:	Approved. **Vote:** Yes-6; No-0; Absent-1(Silcox).
6e	Report Out of Action Taken on Consider Unpaid Leave of Absence for
3.3.1	Classified Employee #UCL– 584
Action:	Approved. **Vote:** Yes-6; No-0; Absent-1(Silcox).
6f	Report Out of Action Taken on Consider Non-Paid Leave of Absence for
3.3.2	Classified Employee #UCL-585, Pursuant to Article XXIII
Action:	Approved. **Vote:** Yes-7; No-0; Absent-0.
6g	Report Out of Action Taken on Consider Non-Paid Leave of Absence for
3.3.3	Classified Employee #UCL-586, Pursuant to Article XXIII
Action:	Motion to Approve the Non-Paid Leave. **Vote:** Yes-6; No-1 (Secker); Absent-0.
6h	Report Out of Action Taken on Consider Revised Non-Paid Leave of
3.3.4	Absence for Certificated Management Employee #UC-1468
Action:	Approved. **Vote:** Yes-7; No-0; Absent-0.
6i	Report Out of Action Taken on Consider Amended Non-Paid Leave of
3.3.5	Absence for Classified Employee #UCL-581, Pursuant to Article XXIII
Action:	Approved. **Vote:** Yes-7; No-0; Absent-0.

Minutes: **7. Approve Regular Minutes of June 9, 2026.**
Action: Cheeseman, Traina. **Vote:** Yes-6; No-0; Absent-0; Abstain-1 (Fagin).

Audience: Annabelle Lee, Michael Stagnaro, Michael Bunch, Nhu Nguyen, Tania Calderon, Nora Torres, Erin Quintana

Student Rep Reports: **8.1** None.

Recognition & Presentations: **9.1** None.

Information & Discussion Items:

10.1 **Administrative & Business Services:** None.

10.2 **Educational Services:**

10.2.1 **Receive Report on State Indicators (Separate Cover)** Dr. Michael Bunch, Director of Curriculum Improvement State and Federal Programs, provided an update on the local indicator data for TUSD. Priority 1 includes the basic reporting that is included in the School Accountability Report Card. Priority 2 is implementation of the state standards. Priority 3 is for Parent and Family Engagement. Priority 7 is for access to a broad course of study. Standards have been met in all categories.

10.2.2 **Receive Report on Tracy Charter School State Indicators (Separate Cover)** Tracy Charter School Principal, Annabelle Lee, provided the local indicator data for the Tracy Charter School. LCFF Priority 1 is regarding Basic Services and Conditions, Priority 2 is the Implementation of State Academic Standards, Priority 3 is Parental Involvement and Family Engagement, Priority 6 refers to School Climate, and Priority 7 is Access to a Broad Course of Study. Full implementation was received in all categories.

10.2.3 **Receive Report on the LCAP Federal Addendum (Separate Cover)** Dr. Bunch provided a brief update regarding the Federal Addendum, which is a supplement to the LCAP that ensures the District meets the Local Educational Agency plan provisions of the Every Student Succeeds Act (ESSA).

10.2.4 **Receive the District's Budget Overview for Parents for the 2026-2027 School Year** When the budget overview was presented to parents, the budget had not been confirmed. Dr. Bunch informed the funds depicted into the LCAP have now been confirmed and are reflected in the LCAP being voted on by the board this evening.

Hearing of Delegations **11.** None.

Public Hearing: **12.1** **Administrative & Business Services:** None.

Consent Items:

13. Board approval of any agenda item requiring insurance or fingerprint clearance is conditioned upon receipt of appropriate documentation by Tracy Unified.
Action: Hawkins, Cheeseman. **Vote:** Yes-7; No-0; Absent-0, with Item #13.2.62 and #13.3.3 approved as amended.

Item #13.2.4 was pulled by Trustee Fagin. Discussion took place and the item was voted on separately.
Action: Secker, Cheeseman. **Vote:** Yes-6; No-1 (Fagin); Absent-0.

13.1 Administrative & Business Services:

13.1.1 Approve the 2026-2027 Designation of CIF Representatives to League

13.1.2 Approve Accounts Payable Warrants (May 2026) (Separate Cover)

13.1.3 Approve Payroll Reports (May 2026)

13.1.4 Approve Revolving Cash Fund Reports (May 2026)

13.1.5 Accept the Generous Donations from the Various Individuals, Businesses, and School Site Parent Teacher Associations Listed Herein with Thanks and Appreciation from the Staff and Students of the Tracy Unified School District

13.1.6 Accept and Review the Status of School Connected Organization/Booster Club Applications Submitted for the 2026/27 School Year

13.1.7 Ratify Routine Agreements, Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda

13.2 Educational Services:

13.2.1 Approve Agreement for Pioneer Days Field Trips at the Historic Lammersville Schoolhouse and the Tracy Museum for the 2026-2027 School Year

13.2.2 Approve Professional Development for TUSD High School Drama and Theater Departments

13.2.3 Approve Agreement with Attendly, Inc. to Provide an After School Management System

13.2.4 Approve Agreement for Contract Services with Operation Scholars for Two Behaviorists for the 2026-2027 School Year

13.2.5 Approve Contract Services with Point Quest Pediatrics for All TUSD Schools for Additional Mental and Behavioral Health Services for 2026-2027 School Year

13.2.6 Approve Renewal of Brainfuse, LLC Licenses for Middle School and High School Students for On-Demand Tutoring

13.2.7 Receive Update on Quarterly Williams Complaint Report for the Quarter Ending June 30, 2026

13.2.8 Approve Agreement with Concerned Parents Alliance for a Customized College and Career Readiness Program for Middle and High School Students and Parents for the 2026-2027 School Year

13.2.9 Approve Agreement With Elevo Learning for the Expanded Learning Program

13.2.10 Approve Agreement with Summit K12 for the Expanded Learning Program

13.2.11 Approve Agreement for Contract Services between 360 Degree Customer, Inc. and Monte Vista Middle School for the 2026-2027 School Year

13.2.12 Approve Agreement for Contract Services Between Houghton Mifflin Harcourt and Monte Vista Middle School for Read 180 Teacher Education (Coachly) for the 2026-2027 School Year

13.2.13 Approve Agreement for Subscription Contract Services Between Xello College and Career Software Program and Tracy Charter School for the 2026-2027 School Year

13.2.14 Approve Agreement for Generation Genius Subscription for Williams Middle School for the 2026-2027 School Year

13.2.15 Approve Agreement for Typing.com PLUS Subscription for Williams Middle School for the 2026-2027 School Year

13.2.16 Approve Agreement for 5 Star Students for Williams Middle School for the 2026-2027 School Year

13.2.17 Approve Agreement for IXL Learning Platform at Williams Middle School for the 2026-27 School Year

13.2.18 Approve Agreement for Contract Services Agreement between Operation Scholars and Williams Middle School for the 2026-2027 School Year

13.2.19 Approve Agreement for HMH's Read 180 Program for Williams Middle School for the 2026-2027 School Year

13.2.20 Approve Agreement for Tynker Subscription for Williams Middle School for the 2026-2027 School Year

13.2.21 Approve Agreement Between Tracy High School and IXL Learning to Support the Collaborative Teaching Model with ELD and SPED Students for the 26-27 School Year

13.2.22 Approve Tracy High School Contract Service Agreement for a One-Year License with Lanterna Education, Inc. (Distance Learning Provider) for the 2026-2027 School Year

13.2.23 Approve Agreement for Contract Services Between Point Quest Group and Central School for the 2026-2027 School Year

13.2.24 Approve Agreement for Contract Services Between SJCOE Language & Literacy Department and Central School for the 2026-2027 School Year

13.2.25 Approve Agreement for Contract Services Between IXL Learning and George Kelly Elementary School to Provide IXL Learning Site License in Math and ELA for the 2026-2027 School Year

13.2.26 Approve Agreement for Services Between Mystery Science and George Kelly School During the 2026-2027 School Year

13.2.27 Approve Agreement for Contract Services Between Parent Institute for Quality Education (PIQE) and George Kelly School for the 2026-2027 School Year

13.2.28 Approve Agreement for Contract Services Between 360 Degree Customer Inc. and Duncan Russell Community Day School for Behaviorist Services in the 2026-2027 School Year

13.2.29 Approve Agreement for Contract Services Between 360 Customer and Art Freiler School for the 2026-27 School Year

13.2.30 Approve Language Services Agreement with Excel Interpreting, LLC for the 2026-2027 School Year

13.2.31 Approve Agreement for Contract Services with Left Coast Scales (LCS) for the 2026-2027 School Year

13.2.32 Approve Agreement for Special Contract Services with ProneToRide for the 2026-2027 School Year

13.2.33 Approve the Agreement for Special Contract Services with TeachTown for the 2026-2027 School Year

13.2.34 Approve Funding Increase for 360 Degree Customer, Inc. for the Remainder of the 2025 - 2026 School Year

13.2.35 Approve the Master Contract with Summa Academy a Non-Public School for the 2026-2027 School Year (Separate Cover)

13.2.36 Approve Agreement for Contract Services between Alegre Care Inc. and TUSD Health Services for the 2026-2027 School Year

13.2.37 Approve Agreement for the purchase of Math 180 Between HMH Education Company and George and Evelyn Stein High School for the 2026-2027 School Year

13.2.38 Approve Agreement for Contract Services with Operations Scholar and George and Evelyn Stein High School for Mental Health Worker Services for the 2026-2027 School Year

13.2.39 Approve Renewal Quote for Site License between Homecourt Publishers and George & Evelyn Stein High School for the 2026-2027 School Year

13.2.40 Approve Agreement for the Purchase of Write By Number for George and Evelyn Stein High School for the 2026-2027 School Year

13.2.41 Approve Agreement for Renewal of Digital Services Between SMORES from School Status and George and Evelyn Stein High School for the 2026-2027 School Year

13.2.42 Approve Renewal Quote for Site Subscription Services Between Xello College and Career Software Program and Duncan Russell Community Day School for the 2026-2027 School Year

13.2.43 Approve Professional Development from Ready4Reading Staff at Art Freiler School on August 6, 2026

13.2.44 Approve Agreement for Special Contract Services with Growing Words Speech and Language Therapy Inc. for a Speech and Language Independent Education Evaluation (IEE)

13.2.45 Approve Special Contract Services Agreement with LifeWorks-ACS Inc., for an Independent Education Evaluation (IEE)

13.2.46 Approve Agreement for Contract Services between Boys and Girls Club of Tracy and Art Freiler School for the 2026-27 School Year

13.2.47 Approve Agreement for Contract Servies with Operation Scholars and Art Freiler School for the 2026-27 School Year

13.2.48 Approve Agreement for Special Contract Services with Parent Institute for Quality Education (PIQE) to Provide Training for Parents at Art Freiler School During the 2026-27 School Year

13.2.49 Approve Agreement for Contract Services between Valley Community Counseling and Art Freiler School, for the 2026-27 School Year

13.2.50 Approve Agreement for Contract Services Between Houghton Mifflin Harcourt and Monte Vista Middle School for the 2026-2027 School Year

13.2.51 Approve Agreement for Contract Services with the Boys & Girls Club of Tracy to Provide Services at North School for the 2026/2027 School Year

13.2.52 Approve Agreement for Special Contract Services With CPR With Heart to Provide CPR and First Aid Training to Classified Staff During the 2026-2027 School Year

13.2.53 Approve Master Contract for Non-Public School East Valley Education Center for the 2026-2027 School Year (Separate Cover)

13.2.54 Approve Memorandum of Understanding (MOU) Between Tracy Unified School District (TUSD) and the San Joaquin County Office of Education (SJCOE) for the 2026-2027 School Year

13.2.55 Approve Agreement for Special Contract Services with the San Joaquin County Office of Education STEM Division to Provide Professional Development to Support STEM Implementation

13.2.56 Approve Agreement for Contract Services between Raptor Technologies Student Services Department for the 2026-2027 School Year

13.2.57 Approve Agreement for Contract Services between Boys and Girls Club of Tracy and Villalovoz Elementary School for the 2026-27 School Year

13.2.58 Approve Agreement for Contract Services between San Joaquin County Office of Education and Villalovoz Elementary School for the 2026-27 School Year

13.2.59 Approve Agreement for Contract Services between Valley Community Counseling Villalovoz Elementary for the 2026-2027 School Year

13.2.60 Approve Master Contract for Non-Public School (NPS) Stockton Educational Center for the 2026-2027 School Year (Separate Cover)

13.2.61 Approve Agreement for Contract Services Between 360 Degree Customer, Inc. and South/West Park Elementary School for the 2026-2027 School Year

13.2.62 Approve Agreement for Contract Services Between Parent Institute for Quality Education (PIQE) and South/West Park Elementary during the 2026-2027 School Year

13.2.63 Approve Agreement for Contract Services Between SJCOE Early Literacy and Language Department and George Kelly Elementary School for the 2026-2027 School Year

13.2.64 Approve Quote for Site License between Autonome and George and Evelyn Stein High School for the 2026-2027 School Year

13.3 Human Resources:

13.3.1 Approve the Resignations/Retirements/Leaves of Absence for Certificated, Classified and/or Management Employees

13.3.2 Approve Classified, Certificated and/or Management Employment

13.3.3 Approve Employment of 2026 Summer School Staff

13.3.4 Approve Admin Program Agreement with High Tech High

13.3.5 Approve Affiliation Agreement with University of the Pacific

13.3.6 Approve Individual Intern Agreement with CSU Stanislaus

13.3.7 Approve Paid Intern Agreement with National University

13.3.8 Approve Individual Intern Agreement with CSU Stanislaus

Action Items:

14.1 Administrative & Business Services:

14.1.1 Approve the Local Control Accountability Plan (LCAP) (Separate Cover)

Action: Cheeseman, Fagin. **Vote:** Yes-7; No-0; Absent-0.

14.1.2 Approve the 2026-2027 Tracy Charter School Local Control Accountability Plan (LCAP), LCAP Annual Update, and Budget Overview for Parents (Separate Cover)

Action: Cheeseman, Traina. **Vote:** Yes-7; No-0; Absent-0.

14.1.3 Adopt the 2026-27 Annual School District Budget (Separate Cover)

Action: Hawkins, Fagin. **Vote:** Yes-7; No-0; Absent-0.

14.1.4 Approve the Award of Request for Proposal (RFP) for Special Education Student Transportation Services

Action: Cheeseman, Hawkins. **Vote:** Yes-7; No-0; Absent-0.

14.1.5 Accept the 2024-2025 Independent Financial Audit and Performance Audit for Measure B General Obligation Bonds (Separate Cover)

Action: Cheeseman, Fagin. **Vote:** Yes-7; No-0; Absent-0.

14.1.6 Adopt Resolution No. 25-23 Committed Fund Balance

Action: Cheeseman, Alexander. **Vote:** Yes-7; No-0; Absent-0.

14.1.7 Adopt New Board Policy 4156 and 4256 Personal Property (Second Reading)

Action: Hawkins, Secker. **Vote:** Yes-7; No-0; Absent-0.

14.1.8 Adopt Resolution No. 25-24 to Excuse Meeting Absence of Board Member

Action: Cheeseman, Hawkins. **Vote:** Yes-7; No-0; Absent-0.

14.2 Educational Services:

Dr. Michael Bunch, Director of Curriculum Improvement State and Federal Programs provided information on Prop 28 which is the Arts and Music in Schools Funding Guarantee and Accountability Act. A minimum of 80% of arts and music funds are to be utilized to employ and retain employees for art/music education instruction. The remaining apportionment may be used to purchase materials/supplies to support art/music education. The objectives are to enhance student opportunity, engagement and learning outcomes and to provide each student with the necessary resources to participate in in-person or online visual and performing arts and music lessons.

14.2.1 Approve the Proposition 28 (The Arts and Music in Schools (AMS) Funding Guarantee and Accountability Act) Plans for All TUSD Schools (Separate Cover)

Action: Hawkins, Cheeseman. **Vote:** Yes-7; No-0; Absent-0.

Annabelle Lee, provided information on the Prop 28, Arts and Music in Schools Funding Guarantee and Accountability Act for the Tracy Charter School. The Charter does not have the requirement for 80% spent on Certificated Staff since they are under the 500 threshold, otherwise, the logistics are similar at a lower funding rate due to the size of the Charter.

14.2.2 Approve the Proposition 28 (The Arts and Music in Schools (AMS) Funding Guarantee and Accountability Act) Plans for Tracy Charter School

Action: Cheeseman, Alexander. **Vote:** Yes-7; No-0; Absent-0.

14.2.3 Approve Agreements with the Boys and Girls Club of Tracy to Provide Expanded Learning Opportunities to TUSD Students Under the Expanded Learning Opportunity Program Plan (ELO/ELO-P)

Action: Cheeseman, Fagin. **Vote:** Yes-7; No-0; Absent-0.

14.2.4 Adopt TUSD K-8 and High School Handbook Changes for the 2026-2027 School Year (Separate Cover)

Action: Cheeseman, Alexander. **Vote:** Yes-7; No-0; Absent-0.

14.2.5 Adopt Tracy Charter School Student Handbook for 2026-2027 (Separate Cover)

Action: Hawkins, Cheeseman. **Vote:** Yes-7; No-0; Absent-0.

14.3 Human Resources:

14.3.1 Approve Tentative Agreements with the Tracy Educators Association (Separate Cover)

Action: Cheeseman, Secker. **Vote:** Yes-7; No-0; Absent-0.

14.3.2 Approve a Declaration for Provisional Internship Permits

Action: Hawkins, Fagin. **Vote:** Yes-7; No-0; Absent-0.

14.3.3 Approve Variable Term Waivers

Action: Cheeseman, Alexander. **Vote:** Yes-7; No-0; Absent-0.

14.3.4 Approve New Job Description for English Learner (EL) Support Program Specialist

Action: Cheeseman, Secker. **Vote:** Yes-7; No-0; Absent-0.

14.3.5 Approve Amendment to Superintendent Contract

Action: Cheeseman, Hawkins. **Vote:** Yes-7; No-0; Absent-0.

Board Reports:

Trustee Traina said it was great news to hear the five state priorities have been fully implemented at the district and charter. With the pilot reading program, facilities expansion projects, and the fiscal budget, she is proud to be part of the school board. Trustee Secker thanked Ms. Lee and Dr. Bunch for the presentations that were laid out and made very understandable. Last Saturday, the Lions had an All-Star Football game and, for the first time, an All-Star Girls Flag Football Game. During halftime, Coach Wayne Shneider received special recognition for the development of the Tracy High program. Yesterday, he attended the Stein Barbering Program and had a shave while other patrons were there getting highlights and haircuts; it was a very good experience. Trustee Cheeseman felt the reports were exceptionally good this evening, she feels comfortable hearing reports that can be understood by the board and parents. The board is a pleasure to work with; at times they may not agree on everything, but they have the ability to disagree and remain cordial. Trustee Hawkins passed on comment. Trustee Alexander enjoyed the reports and hearing of the LCFF and LCAP. Trustee Fagin thanked Dr. Bunch and Ms. Lee for all she has done with the Charter School and Trustee Cheeseman for her comments. Trustee Silcox passed on comment.

Superintendent Report: Dr. Pecot echoed the words of Trustee Cheeseman and thanked Dr. Boswell for the facts and information he provided to help the board make a decision. TUSD is a great team to work with! He acknowledged all the teachers and other employees still working in summer school and at the district office.

Adjourn: 6:19 PM

_____ _____

Clerk Date

TRACY
UNIFIED SCHOOL DISTRICT

ADMINISTRATIVE SERVICES MEMORANDUM

TO: Board of Education
FROM: Dr. Robert Pecot, Superintendent
DATE: July 21, 2026
SUBJECT: **Approve the Amended 2026-2027 Designation of CIF Representatives to League for Kimball High School**

BACKGROUND: Each year, the California Interscholastic Federation requires the district to designate the names of the league representatives to make sure that the league representatives are designated by the school district governing board.

RATIONALE: It is a legal requirement that league representatives be so designated. If a governing board does not take appropriate action to designate representatives or this information is not given to section offices within the required time frame, CIF is required to suspend voting privileges for the affected schools. The 2026-2027 league representative designations were approved by the board on June 23, 2026. Since that time, the vacancy at Kimball High School has been filled. Our designated representative for Kimball High School is listed on the attachment.

FUNDING: N/A.

RECOMMENDATION: Approve the Amended 2026-2027 Designation of CIF Representatives to League for Kimball High School.

Prepared by: Dr. Robert Pecot, Superintendent.

2026-2027 Designation of CIF Representatives to League

Please complete the form below for each school under your jurisdiction and **RETURN TO THE CIF SECTION OFFICE no later than June 26, 2026.**

Tracy Unified School District School District/Governing Board at its August 11, 2026 meeting,
(Name of school district/governing board) (Date)
appointed the following individual(s) to serve for the 2026-2027 school year as the school's league representative:

PHOTOCOPY THIS FORM TO LIST ADDITIONAL SCHOOL REPRESENTATIVES

NAME OF SCHOOL Kimball High School
NAME OF REPRESENTATIVE Ryan Freitas POSITION Athletic Director
ADDRESS 3200 Jaguar Run CITY Tracy ZIP 95377
PHONE 209-832-6600 FAX 209-832-6601 E-MAIL ryfreitas@tusd.net

****

NAME OF SCHOOL
NAME OF REPRESENTATIVE POSITION
ADDRESS CITY ZIP
PHONE FAX E-MAIL

****

NAME OF SCHOOL
NAME OF REPRESENTATIVE POSITION
ADDRESS CITY ZIP
PHONE FAX E-MAIL

****

NAME OF SCHOOL
NAME OF REPRESENTATIVE POSITION
ADDRESS CITY ZIP
PHONE FAX E-MAIL

If the designated representative is not available for a given league meeting, an alternate designee of the district governing board may be sent in his/her place. **NOTE:** League representatives from public schools and private schools must be designated representatives of the school's governing boards in order to be eligible to serve on the section and state governance bodies.

Superintendent's or Principal's Name Dr. Robert Pecot Signature

Address 1875 W. Lowell Avenue City Tracy Zip 95376

Phone 209-830-3201 Fax 209-830-3204

PLEASE RETURN THIS FORM DIRECTLY TO THE CIF SECTION OFFICE

TRACY
UNIFIED SCHOOL DISTRICT

BUSINESS SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tania Salinas, Assoc. Supt. of Business Services
DATE: July 29, 2026
SUBJECT: **Accept and Review the Status of School Connected Organization/Booster Club Applications Submitted for the 2026/27 School Year**

BACKGROUND: The District recognizes the importance of having parent support/booster clubs that enhance and assist in furthering the educational opportunities of students. Community support organizations (CSO's) such as Parent Teacher Clubs, Parent Teacher Associations, Athletics Boosters, Band Boosters, Advisory Groups, and any other organizations approved by the Board, promote, encourage, and support the approved academic, co-curricular, and extracurricular activities of the district. The attached document reflects the current status of active School Connected Organizations for the current year. Those groups approved by prior Board Action are indicated as *Approved*. Those being submitted for current approval are indicated as *Recommended for Approval*. Those groups that have indicated an interest in approval, but have not yet met all approval requirements, are indicated as *Pending*. In addition to the status of *Approved*, *Recommended for Approval*, and *Pending*, each organization is marked as being either *Current* or *Revoked*. *Current* means the organization has submitted a current reconciled bank statement within the past two months and all other documentation is adequate. *Revoked* means the organization has failed to submit a current reconciled bank statement within the past two months, other documentation is inadequate, or some other condition exists for which additional compliance steps are required.

RATIONALE: Acceptance of this item indicates endorsement by the School Board of the current status of each recognized School Connected Organization or Booster Club in order to meet the District's strategic goal: strategic goal #5 – Continuously improve fiscal, facilities, and operational processes.

FUNDING: There are no financial obligations associated with this agenda; however, sites and departments of the District may incur responsibilities and costs associated with donations made through the CSO's fundraising endeavors.

RECOMMENDATION: Accept and Review the Status of School Connected Organization/Booster Club Applications Submitted for the 2026/27 School Year.

Prepared by: Michelle Daniel, Director of School Business Support Services & Purchasing.

2026/2027 School-Connected Organization Booster Clubs

Organization	Status	Reviewed Bank Statements
209 Tracy High Wrestling Booster Club	*Approved*	*Current*
Freiler Staff Parent Association	*Recommended for approval*	*Current*
Hirsch PTO	*Recommended for approval*	*Current*
Kimball Jags Track and XC Booster Club	*Recommended for approval*	*Current*
Kimball High School Music Booster Club	*Approved*	*Current*
Kimball High Neylan Theatre Booster Club	*Recommended for approval*	*Current*
Kimball High PTSA	*Recommended for approval*	*Current*
South West Part Parent Club	*Recommended for approval*	*Current*
Tracy High Cheer Booster Club	*Recommended for approval*	*Current*
Tracy High Dance Booster Club	*Approved*	*Current*
Tracy High Football Booster Club	*Approved*	*Current*
West High FFA Alumni and Supporters Booster Club	*Approved*	*Current*
West High Homefield Advantage	*Recommended for approval*	*Current*
West High Music Booster Club	*Approved*	*Current*
West High Theatre Booster Club	*Recommended for approval*	*Current*

TRACY
UNIFIED SCHOOL DISTRICT

BUSINESS SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tania Salinas, Assoc Supt of Business Services
DATE: July 29, 2026
SUBJECT: **Authorize Associate Superintendent of Business Services to Enter into Agreement to Dispose of Damaged, Obsolete, and Surplus Furniture, Computers, and Equipment through Disposal Service**

BACKGROUND: District policy currently dictates that the disposal of equipment must meet the following conditions before a surplus is declared:

1) "When district-owned books, equipment, and supplies become unusable, obsolete, or no longer needed, the Superintendent or designee shall identify these items to the Governing Board, together with their estimated value and a recommendation that they be sold or disposed of by one of the methods prescribed in law and administrative regulations." (BP 3270)

2) If the district is unable to use the equipment, an assessment must be made to determine which category the equipment falls under:

- Equipment about to be replaced
- Equipment beyond economic repair
- Obsolete due to changes in material makeup (technology)
- Salvage and scrap
- Rubbish

3) The next step would be to sell the item for cash through the following steps:

a) "Ed Code 39520 requires the district to sell any personal property belonging to the district if the property is not required for school purposes, or if it should be disposed of for the purpose or replacement, or if it is unsatisfactory or not suitable for school use". A notice of sale would then be posted in a public place.

Or

The district can sell the equipment through an auction sale. In either case, the district reserves the right to award to the highest responsible bidder or reject all bids.

b) If the district fails to receive a qualified bid, a private sale without advertising can take place. The Board will need to reach a unanimous decision on whether the equipment met the criteria of "not exceeds value of $2,500".

c) If the value of the equipment is insufficient to defray the cost of sale (Ed Code 39521), the district can arrange for the disposal of the equipment in a local public disposal site.

The Tracy Unified School District Director of School Business Support Services & Purchasing has declared the surplus on the damaged, obsolete, and surplus furniture, computers, and equipment due to the fact the inventory has been replaced with a newer, more modern, and structurally safe inventory. The inventory has a negative value or at best, a negligible value.

The main concerns of district staff are that we can eliminate warranty issues for future use of these items, we reduce or eliminate hazardous waste from hitting our landfills, and lastly, if we can help out others with our items, then we utilize companies that fulfill our requirements while helping out the environment and others who are less fortunate.

Our surplus items will be processed under an agreement with the vendors, which outlines a salvage plan that includes the pick-up of obsolete items, the vendors' assumed ownership of items, the associated warranty responsibility, and the costs incurred for the disposal of toxic products as stated by law. The inventory will be consumed for its parts and reused through reselling channels, or lastly, after disassembly of items, it will be sold to recyclers. All vendors are required to provide a Certificate of Recycling and Destruction to ensure the district is safe from any hazardous materials disposal liability and to guard our safety against any internal information being accessed after it is declared surplus.

RATIONALE: "Property for which no qualified bid has been received may be sold, without further advertising, by the Superintendent or designee." (Education Code 39521)

As advised by District counsel, surplus equipment and furniture should not be sold to the public unless the District can certify that the equipment is safe. In addition, the surplus should only be sold to those who can take the title of the equipment and warrant safety through certification.

FUNDING: There is no cost to the district to contract with a vendor to remove all e-waste.

RECOMMENDATION: Authorize the Associate Superintendent of Business Services to enter into an agreement to dispose of damaged, obsolete, and surplus furniture, computers, and equipment through disposal service.

Prepared by: Michelle Daniel, Director of School Business Support Services & Purchasing

E-WASTE INVENTORY – July 29, 2026

ITEM	ESTIMATED QUANTITY
Switches & Routers	176

TRACY
UNIFIED SCHOOL DISTRICT

BUSINESS SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tania Salinas, Assoc Supt of Business Services
DATE: August 11, 2026
SUBJECT: **Ratify Routine Agreements, Expenditures, and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda**

BACKGROUND: To be valid or to constitute an enforceable obligation for or against the district, Education Code 17604 requires that all contracts must be approved and/or ratified by the board of trustees. This requirement is met in several different ways, depending on the value of the requisition, the types of services or materials being procured, the value of the fee, dedication, services, or other requirements being offered to or by the District, and the advance notice staff has in procuring the services or materials; or the timing required to negotiate the agreement on behalf of the District. Routine requisitions less than $5,000 are ratified on the consent calendar when the board approves the warrants list. Except when specific exceptions are detailed in board policies and procedures, requisitions greater than $15,000 are submitted as action items for board pre-approval. Also, Special Services and advice in financial, accounting, engineering, legal, or administrative matters pursuant to Government Code 63060 meet the requirements.

Routine requisitions between $5,000 and $15,000, and requisitions greater than $15,000 which meet specific criteria, may be ratified on the consent calendar by board approval of a summary list, more detailed than the warrants listing. This may also include ratification of "Notice of Completion" of construction projects.

RATIONALE: The attached summary of these requisitions with related support documentation details financial obligations greater than $5,000 but which meet the criteria to be ratified in this format. The summary is organized alphabetically so that the project's backup material is identified with the same letter in the lower left-hand corner.

FUNDING: Per attached summary of requisitions.

RECOMMENDATION: Ratify Routine Agreements, Expenditures, and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda.

Prepared by: Tania Salinas, Associate Superintendent for Business Services.

BUSINESS SERVICES
FACILITIES DEVELOPMENT DEPARTMENT
SUMMARY OF SERVICES
August 11, 2026

A.

Vendor:	Terracon
Sites:	Tracy High School
Item:	Proposal
Services:	Testing for the THS Scoreboard
Cost:	$22,024.00
Project Funding:	Site Funds

B.

Vendor:	Quality Sound
Sites:	Tracy High School
Item:	Proposal
Services:	Fiber for the THS Scoreboard
Cost:	$26,775.00
Project Funding:	Site Funds

C.

Vendor:	Bockmon & Woody Electrical Co
Sites:	West High School ELOP
Item:	Proposal
Services:	Electrical for the ELOP Office Portable at WHS
Cost:	$89,855.00
Project Funding:	ELOP

D.

Vendor:	Dryco Construction
Sites:	West High School ELOP
Item:	Proposal
Services:	Paving for the ELOP Office Portable at WHS
Cost:	$55,860.00
Project Funding:	ELOP

E.

Vendor:	Summit Plumbing
Sites:	West High School ELOP
Item:	Proposal
Services:	Plumbing connection for the ELOP Office Portable at WHS
Cost:	$30,550.00
Project Funding:	ELOP

F.

Vendor:	Magnetar US, Inc.
Sites:	West High School
Item:	Proposal
Services:	Camera system for the WHS Ag Project
Cost:	$44,000.00
Project Funding:	Fund 25

G.

Vendor:	Opening Technologies
Sites:	Tracy High School
Item:	Proposal
Services:	Reader Services for the Storefront Project
Cost:	$20,360.92
Project Funding:	Fund 22

H.

Vendor:	Opening Technologies
Sites:	Tracy High School
Item:	Proposal
Services:	Reader Services for back gate Project
Cost:	$19,907.50
Project Funding:	Fund 22

I.

Vendor:	A-1 Glass Co.
Sites:	Tracy High School
Item:	Proposal
Services:	Supply and install glass for the storefront at THS
Cost:	$57,863.00
Project Funding:	Fund 22

J.

Vendor:	Konstantinos G Kouloulias (Diamond Painting)
Sites:	Poet School
Item:	Proposal
Services:	Painting of exterior all site
Cost:	$104,125.00
Project Funding:	Measure O

K.

Vendor:	Opening Technologies
Sites:	West High School
Item:	Proposal
Services:	Reader Services for the side gate project at the Ag building
Cost:	$34,075.38
Project Funding:	Fund 22

L.

Vendor:	HMC Architects
Sites:	Monte Vista Middle School
Item:	Proposal
Services:	Revised Contract Amount for Additional Services
Cost:	$1,948,516.55
Project Funding:	Measure O

M.

Vendor:	King Consulting Inc.
Sites:	District Wide
Item:	Proposal
Services:	Developer Fee Justification Study
Cost:	$11,250.00
Project Funding:	Fund 25

TRACY
UNIFIED SCHOOL DISTRICT

BUSINESS SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tania Salinas, Assoc. Supt. of Business Services
DATE: June 23, 2026
SUBJECT: **Accept the Generous Donations from the Various Individuals, Businesses, and School Site Parent Teacher Associations Listed Herein with Thanks and Appreciation from the Staff and Students of the Tracy Unified School District**

BACKGROUND: In order to assist the various school sites and departments in the District with the continued effort to enhance the educational, technological, health, and environmental needs of our students and staff, the following funds, materials, and/or equipment are to be considered for acceptance as donations:

Donations Received by Tracy Unified School District/District Office

1. The Antone and Marie Raymus Foundation 09-18 - $10,000.00, check# 3583: Grant money provided by the Raymus Foundation to be used at the discretion of Tracy Unified School District for any educational needs.

Donations Received by Tracy Unified School District/Kimball High School

1. The American National Red Cross - $500.00, check# 13032378: Donation to the Red Cross Club Scholarships.

Donations Received by Tracy Unified School District/West High School

1. Game on, The Lakey's Youth Foundation - $500.00, check# 2005: Donation to the West High Track.
2. The Antone and Marie Raymus Foundation 09-18 - $5,000.00, check# 3599: Grant money provided by the Raymus Foundation to be used at the discretion of the school site for any educational needs.

Donations Received by Tracy Unified School District/Tracy High School

1. Velma Pimentel and Sons Dairy - $500.00, check# 3816: Donation to the Jerry Pimentel Memorial Scholarship.
2. Michelle W. Rinauro, TTEE - $500.00, check# 869: Donation to the Roger Traina Memorial Scholarship in memory of Larry Stevens.
3. Joaquin Chapter #348, Order of the Eastern Star - $500.00, check# 0504: Donation to the Tracy High Orchestra.
4. American Red Cross - $500.00, check# 13025782: Donation to the Red Cross Scholarship.

Donations Received by Tracy Unified School District/Bohn Elementary

1. The Antone and Marie Raymus Foundation 09-18 - $5,000.00, check# 3413: Grant money provided by the Raymus Foundation to be used at the discretion of the school site for any educational needs.

Donations Received by Tracy Unified School District/Hirsch Elementary

1. The Antone and Marie Raymus Foundation 09-18 - $10,963.00, check# 3489: Grant money provided by the Raymus Foundation to be used at the discretion of the school site for any educational needs.

Donations Received by Tracy Unified School District/Jacobson Elementary

1. The Antone and Marie Raymus Foundation 09-18 - $10,000.00, check# 3494: Grant money provided by the Raymus Foundation to be used at the discretion of the school site for any educational needs.

Donations Received by Tracy Unified School District/Williams Middle School

1. The Antone and Marie Raymus Foundation 09-18 - $9,500.00, check# 3603: Grant money provided by the Raymus Foundation to be used at the discretion of the school site for any educational needs.

Donations Received by Tracy Unified School District/South/West Park Elementary

1. DonorsChoose.Org -The value of this donation is approximately $500.00. The school donations are as follows: a variety of multipack individual snacks for the classroom.

RATIONALE: Acceptance is recommended in order to meet the District's strategic goals and to enhance and benefit the educational experiences of the students of the Tracy Unified School District. This agenda item meets Strategic Goal #2 – Create a quality and effective learning environment for all students.

FUNDING: Sites and departments of the District will incur responsibilities and costs associated with (some) of the donations which include, but are not limited to, supplies, repairs, maintenance of equipment, disposal/recycling. All items accepted by the Board of Trustees of the Tracy Unified

School District are directed to the District's warehouse through the Materials Management Department for inclusion on the inventory list, marking for distribution and identification prior to site or department use or placement. All items needing inspection prior to installation or use are scheduled through the Materials Management and Operations and/or the Facilities Developments and budgeted accordingly. All technology items are reviewed and approved by the Director of Information Services and Educational Technology, prior to Board presentation.

RECOMMENDATION: Accept the Generous Donations from the Various Individuals, Businesses, and School Site Parent Teacher Associations Listed Herein with Thanks and Appreciation from the Staff and Students of the Tracy Unified School District.

Prepared by: Tania Salinas, Associate Superintendent for Business Services.

TRACY
UNIFIED SCHOOL DISTRICT

BUSINESS SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tania Salinas, Assoc Supt of Business Services
DATE: July 22, 2026
SUBJECT: **Approve Accounts Payable Warrants (June 2026)**

BACKGROUND: Each month the Financial Services Department submits summaries of warrants issued monthly to the Board of Trustees for review.

RATIONALE: The Board of Trustees is required by law to approve the total expenditures of the district. The Board has requested to review detailed backup for expenditures. This agenda item meets Strategic Goal #6 – Forming Partnerships.

FUNDING: N/A.

RECOMMENDATION: Approve Accounts Payable Warrants (June 2026)

Prepared by: Lori Nelson, Director of Financial Services.

TRACY
UNIFIED SCHOOL DISTRICT

BUSINESS SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tania Salinas, Assoc Supt of Business Services
DATE: July 22, 2026
SUBJECT: **Approve Payroll Reports (June 2026)**

BACKGROUND: The Financial Services Department submits summaries of payroll warrants issued each month to the Board of Trustees for review.

RATIONALE: The Board of Trustees is required by law to approve the total expenditures of the district. The Board has requested to review detailed backup for expenditures. This agenda item meets Strategic Goal #7-Develop Powerful Educational Leaders.

FUNDING: N/A.

RECOMMENDATION: Approve Payroll Reports (June 2026).

Prepared by: Lori Nelson, Director of Financial Services.

Pay Date 06/10/2026 [redacted] **Fund 01**

LABOR DISTRIBUTION FOR EMPLOYEE SUMMARY

Fund 01	SACS Object	Amount	
	1100	952,432.11	Teachers' Salaries
	1200	932.72	Cert Pupil Support Salaries
	1300	70.97	
	1900	87,012.63	Other Certificated Salaries
	1999	0.00	1000 Salary Payroll Errors
	2100	349,091.56	Instructional Aides' Salaries
	2200	223,055.90	Classified Support Salaries
	2400	30,364.41	Clerical & Office Salaries
	2900	14,538.92	Other Classified Salaries
	Total Labor	**1,657,499.22**	

Fund 01	SACS Object	Amount	
	3101	133,921.21	STRS On 1000 Salaries
	3102	5.10	STRS On 2000 Salaries
	3201	1,761.90-	PERS On 1000 Salaries
	3202	22,391.45	PERS On 2000 Salaries
	3301	17,890.82	
	3302	30,430.94	
	3501	520.58	State Unemploy On 1000 Salary
	3502	307.07	State Unemploy On 2000 Salary
	3601	17,854.26	Worker'S Comp Ins On 1000 Sal
	3602	10,588.74	Worker'S Comp Ins On 2000 Sal
	Total Contributions	**232,148.27**	

Fund 09	SACS Object	Amount	
	1100	7,845.54	Teachers' Salaries
	2100	539.56	Instructional Aides' Salaries
	Total Labor	**8,385.10**	

Fund 09	SACS Object	Amount	
	3101	208.47	STRS On 1000 Salaries
	3301	113.76	
	3302	14.83	
	3501	3.92	State Unemploy On 1000 Salary
	3502	0.27	State Unemploy On 2000 Salary
	3601	134.63	Worker'S Comp Ins On 1000 Sal
	3602	9.26	Worker'S Comp Ins On 2000 Sal
	Total Contributions	**485.14**	

Fund 11	SACS Object	Amount	
	1100	14,966.95	Teachers' Salaries
	1200	932.72	Cert Pupil Support Salaries
	2400	3,785.89	Clerical & Office Salaries
	Total Labor	**19,685.56**	

Fund 11	SACS Object	Amount	
	3101	2,314.84	STRS On 1000 Salaries
	3202	863.71	PERS On 2000 Salaries
	3301	230.56	
	3302	289.62	
	3501	7.96	State Unemploy On 1000 Salary
	3502	1.90	State Unemploy On 2000 Salary
	3601	272.83	Worker'S Comp Ins On 1000 Sal
	3602	64.97	Worker'S Comp Ins On 2000 Sal
	Total Contributions	4,046.39	

Fund 12	SACS Object	Amount	
	1100	3,135.45	Teachers' Salaries
	2100	15,280.10	Instructional Aides' Salaries
	Total Labor	**18,415.55**	

Fund 12	SACS Object	Amount	
	3101	90.54	STRS On 1000 Salaries
	3102	210.63	STRS On 2000 Salaries
	3202	2,053.02	PERS On 2000 Salaries
	3301	139.94	
	3302	817.79	
	3501	1.57	State Unemploy On 1000 Salary
	3502	7.64	State Unemploy On 2000 Salary
	3601	53.79	Worker'S Comp Ins On 1000 Sal
	3602	262.19	Worker'S Comp Ins On 2000 Sal
	Total Contributions	**3,637.11**	

Fund 13	SACS Object	Amount	
	2200	27,464.86	Classified Support Salaries
	Total Labor	**27,464.86**	

Fund 13	SACS Object	Amount	
	3202	2,479.44	PERS On 2000 Salaries
	3302	1,242.54	
	3502	13.69	State Unemploy On 2000 Salary
	3602	471.25	Worker'S Comp Ins On 2000 Sal
	Total Contributions	**4,206.92**	

ERP for California

Pay Date 06/30/2026 **Fund 01**

LABOR DISTRIBUTION FOR EMPLOYEE SUMMARY

Fund 01	SACS Object	Amount	
	1100	6,140,105.41	Teachers' Salaries
	1200	786,477.37	Cert Pupil Support Salaries
	1300	753,799.44	Cert Suprvsrs' & Admins' Sal
	1900	203,739.93	Other Certificated Salaries
	2100	1,035,371.10	Instructional Aides' Salaries
	2200	1,357,328.54	Classified Support Salaries
	2300	316,795.18	Class Suprvsrs' & Admins' Sal
	2400	662,396.48	Clerical & Office Salaries
	2900	82,611.07	Other Classified Salaries
	Total Labor	**11,338,624.52**	

Fund 01	SACS Object	Amount	
	3101	1,432,900.68	STRS On 1000 Salaries
	3102	13,962.50	STRS On 2000 Salaries
	3201	95,367.65	PERS On 1000 Salaries
	3202	895,291.59	PERS On 2000 Salaries
	3301	129,994.30	
	3302	249,909.23	
	3401	751,274.02	
	3402	403,569.01	
	3501	3,941.97	State Unemploy On 1000 Salary
	3502	1,725.33	State Unemploy On 2000 Salary
	3601	135,291.04	Worker'S Comp Ins On 1000 Sal
	3602	59,279.20	Worker'S Comp Ins On 2000 Sal
	3701	64,251.43	
	3702	32,788.13	
	3901	140.88	
	Total Contributions	**4,269,686.96**	

Fund 09	SACS Object	Amount	
	1100	221,667.33	Teachers' Salaries
	1200	12,270.00	Cert Pupil Support Salaries
	1300	11,682.51	Cert Suprvsrs' & Admins' Sal
	2100	591.13	Instructional Aides' Salaries
	2400	10,782.76	Clerical & Office Salaries
	Total Labor	**256,993.73**	

Fund 09	SACS Object	Amount	
	3101	46,913.32	STRS On 1000 Salaries
	3202	3,049.34	PERS On 2000 Salaries
	3301	3,278.96	
	3302	828.13	
	3401	20,788.53	
	3402	2,484.22	
	3501	122.82	State Unemploy On 1000 Salary
	3502	5.69	State Unemploy On 2000 Salary
	3601	4,214.79	Worker'S Comp Ins On 1000 Sal
	3602	195.17	Worker'S Comp Ins On 2000 Sal
	Total Contributions	**81,880.97**	

Fund 11	SACS Object	Amount	
	1100	45,561.57	Teachers' Salaries
	1200	9,775.16	Cert Pupil Support Salaries
	1300	13,901.60	Cert Suprvsrs' & Admins' Sal
	2100	2,253.00	Instructional Aides' Salaries
	2400	13,634.82	Clerical & Office Salaries
	Total Labor	**85,126.15**	

Fund 11	SACS Object	Amount	
	3101	13,224.52	STRS On 1000 Salaries
	3202	4,246.79	PERS On 2000 Salaries
	3301	948.11	
	3302	1,204.54	
	3401	5,158.69	
	3402	1,384.95	
	3501	34.62	State Unemploy On 1000 Salary
	3502	7.95	State Unemploy On 2000 Salary
	3601	1,188.13	Worker'S Comp Ins On 1000 Sal
	3602	272.63	Worker'S Comp Ins On 2000 Sal
	Total Contributions	**27,670.93**	

Fund 12	SACS Object	Amount	
	2100	65,969.44	Instructional Aides' Salaries
	2300	6,346.88	Class Suprvsrs' & Admins' Sal
	2400	6,691.71	Clerical & Office Salaries
	Total Labor	**79,008.03**	

Fund 12	SACS Object	Amount	
	3102	718.53	STRS On 2000 Salaries
	3202	17,804.21	PERS On 2000 Salaries
	3302	5,392.86	
	3402	2,965.90	
	3502	39.51	State Unemploy On 2000 Salary
	3602	1,355.78	Worker'S Comp Ins On 2000 Sal
	Total Contributions	**28,276.79**	

Fund 13	SACS Object	Amount	
	2200	226,785.43	Classified Support Salaries
	2300	52,635.92	Class Suprvsrs' & Admins' Sal
	2400	12,078.75	Clerical & Office Salaries
	Total Labor	**291,500.10**	

Fund 13	SACS Object	Amount	
	3202	73,730.34	PERS On 2000 Salaries
	3302	20,834.70	
	3402	26,135.76	
	3502	145.77	State Unemploy On 2000 Salary
	3602	5,002.11	Worker'S Comp Ins On 2000 Sal
	Total Contributions	**125,848.68**	

Fund 21	SACS Object	Amount	
	2400	3,313.70	Clerical & Office Salaries
	Total Labor	**3,313.70**	

Fund 21	SACS Object	Amount	
	3202	888.41	PERS On 2000 Salaries
	3302	253.50	
	3402	529.81	
	3502	1.66	State Unemploy On 2000 Salary
	3602	56.86	Worker'S Comp Ins On 2000 Sal
	Total Contributions	**1,730.24**	

Fund 25	SACS Object	Amount	
	2400	946.77	Clerical & Office Salaries
	Total Labor	**946.77**	

Fund 25	SACS Object	Amount	
	3202	253.82	PERS On 2000 Salaries
	3302	72.43	
	3402	151.38	
	3502	0.47	State Unemploy On 2000 Salary
	3602	16.25	Worker'S Comp Ins On 2000 Sal
	Total Contributions	**494.35**	

TRACY
UNIFIED SCHOOL DISTRICT

BUSINESS SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tania Salinas, Assoc Supt of Business Services
DATE: July 22, 2026
SUBJECT: **Approve Revolving Cash Fund Reports (June 2026)**

BACKGROUND: Each month the Financial Services Department submits summaries of revolving cash fund checks issued monthly to the Board of Trustees for review.

RATIONALE: The Board of Trustees is required by law to approve the total expenditures of the district. The Board has requested to review detailed backup for expenditures. This agenda item meets Strategic Goal #6 – Forming Partnerships.

FUNDING: N/A.

RECOMMENDATION: Approve Revolving Cash Fund Reports (June 2026).

Prepared by: Lori Nelson, Director of Financial Services.

TUSD
REVOLVING CASH FUND
June 2026

Date	Num	Name	Memo	Paid Amount

TRACY
UNIFIED SCHOOL DISTRICT

BUSINESS SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tania Salinas, Associate Superintendent of Business Services
DATE: August 3, 2026
SUBJECT: **Approve Refund Agreement Between Tracy Unified School District and Banta Unified School District**

BACKGROUND: In 2021, Tracy Unified School District and Banta Unified School District amended their Pre-Unification Agreement to provide $250,000 toward the purchase of an additional school bus. The agreement provided that ownership of the bus would transfer to Banta Unified School District upon expiration of the Pre-Unification Agreement.

The bus was not purchased during the term of the agreement. Following discussions between the parties, Tracy Unified School District and Banta Unified School District have agreed to enter into a Refund Agreement providing for the return of the original $250,000, plus $68,277 in interest earned, for a total reimbursement of $318,277.00. The agreement also includes mutual releases related to this matter.

RATIONALE: Approval of the Refund Agreement will resolve the outstanding matter between Tracy Unified School District and Banta Unified School District related to the unused bus funds and allow both parties to fulfill the terms agreed upon in the settlement.

FUNDING: N/A.

RECOMMENDATION: Approve Refund Agreement Between Tracy Unified School District and Banta Unified School District

Prepared by: Tania Salinas, Associate Superintendent of Business Services.

REFUND AGREEMENT

This Refund Agreement ("Agreement") is made and entered into as of the 11th day of August 2026 ("Effective Date") by and between TRACY UNIFIED SCHOOL DISTRICT ("TUSD") and BANTA UNIFIED SCHOOL DISTRICT ("BUSD") (each a "Party" and, together, "Parties").

Recitals

WHEREAS, the parties entered a Pre-Unification Agreement, dated September 25, 2019 ("PUA"); and

WHEREAS, the Parties entered an Amendment to the PUA, dated October 6, 2021, which, among other things, provided in Section 6 that BUSD would pay through a reduction of transfer funds $250,000 ("Proceeds"), and TUSD would use those Proceeds to purchase an additional school bus ("Bus"), with the Bus returning to BUSD at the termination of the PUA; and

WHEREAS, during the term of the PUA, the parties discussed that TUSD did not ultimately purchase the Bus with those Proceeds; and

WHEREAS, the PUA has now expired, and the Parties have agreed for TUSD to return the Proceeds to BUSD, in lieu of transferring ownership of the Bus that was never purchased.

NOW, THEREFORE, it is mutually agreed between the Parties as follows:

Terms

1. Board Approval Contingency. This Agreement is contingent upon approval by each Party's governing Board ("Board"). In the event that either Board rejects this Agreement, the Agreement shall be null and void and shall not be binding and the Parties shall retain all rights.

2. Consideration. Within thirty (30) calendar days of the Effective Date of this Agreement, TUSD shall pay to BUSD the amount of Three Hundred Eighteen Thousand, Two Hundred Seventy-Seven Dollars ($318,277), which sum represents the Proceeds plus Sixty-Eight Thousand, Two Hundred and Seventy-Seven Dollars ($68,277) in interest.

3. Release. Each Party hereby releases and forever discharges the other Party, and any and all of its trustees, officers, employees, assigns, transferees, agents, and representatives, from any and all claims, demands, actions, or causes of action, whether known or unknown, to the extent arising from or relating to the Bus or Proceeds.

4. Section 1542 Waiver. Each Party expressly acknowledges and agrees that this Agreement is intended to extinguish all claims of every type, including those known and unknown, suspected and unsuspected, but only to the extent such claims arise from or relate to the Bus or Proceeds.

5. Covenant Not to Sue. Each Party covenants and agrees that it will not initiate or maintain any legal or administrative action against the other Party that arises from or relates to the Bus or Proceeds.

6. Attorneys' Fees and Costs. Each party shall bear its own attorneys' fees and costs in the preparation of this Agreement.

7. Entire Understanding. This Agreement constitutes the entire understanding of the Parties with respect to the matters herein set forth. None of the Parties hereto have made any statement, representation, warranty, agreement, arrangement, understanding, oral or written, in connection herewith that has been relied upon by any other Party hereto, or that has been an inducement for any Party to enter into this Agreement, except as expressly set forth herein. This Agreement may not be altered, amended, modified or otherwise changed in any respect whatsoever, except by a writing duly executed by the Parties.

8. Joint Preparation of Agreement. This Agreement or any uncertainty or ambiguity herein shall not be construed against any of the Parties but shall be construed as if all the Parties jointly prepared this Agreement. The Parties, and each of them, expressly waive the provisions of Civil Code section 1654.

9. Governing Law. This Agreement shall be deemed to have been made in Tracy, California, construed under and shall be governed by the laws of the State of California, notwithstanding any choice of law statutes, or requirements to the contrary, and subject to the jurisdiction of San Joaquin County Superior Court.

10. Partial Invalidity. If any provision or any part of any provision of this Agreement shall for any reason be held to be invalid, unenforceable, or contrary to public policy or any law, the invalidity of that provision or part of that provision of this Agreement shall not affect the enforceability of the remainder of this Agreement.

11. Headings. Headings in this Agreement are for convenience only and shall not be employed in interpreting this Agreement.

12. Incorporation of Recitals. The Recitals are hereby incorporated herein by reference.

13. Signatories. Each of the signatories hereto warrants and represents that he/she/they is competent and authorized to enter into this Agreement on behalf of the Party for whom he/she/they purports to sign.

14. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. A facsimile or electronic signature shall be deemed to be the equivalent of the actual original signature. All counterparts so executed shall constitute one Agreement binding all the Parties hereto.

IN WITNESS HEREOF the Parties have caused this Agreement to be executed:

TRACY UNIFIED SCHOOL DISTRICT	BANTA UNIFIED SCHOOL DISTRICT
Sign: _____	Sign: _____
Print: Tania Salinas	Print: _____
Title: Assoc. Superintendent of Bus Srvcs	Title: _____
Date: _____	Date: _____

TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Educational Services
DATE: August 11, 2026
SUBJECT: **Approve Agreement for Contract Services Between IXL Learning and Monte Vista Middle School for the 2026-2027 School Year**

BACKGROUND: Monte Vista Middle School has an abundance of students whose reading and math scores are below grade level when they enter in sixth grade. In addition, in the coming 2026-2027 school year, MVMS will be adding approximately 15 sixth-grade students who are transitioning from Special Day Class instruction into our new collaborative teaching program and coming with diverse levels of academic proficiency. To support all these students in reaching grade-level proficiency, our sixth-grade teachers will need a variety of intervention supports to target their identified skill gaps.

RATIONALE: IXL Learning is an online curriculum that allows teachers to assign data-driven skill lessons to fill student knowledge gaps. It also includes an assessment suite and data upload option that enables the system to push recommended skill lessons tied to the California State Standards to students. Sixth grade students will use this online supplemental curriculum during their ELA and Math classes, in our Study Skills elective class, and in our Learning Center intervention pullouts. Teachers will work within their Professional Learning Communities (PLCs) to evaluate student intervention needs and determine aligned IXL lessons. This aligns with District Strategic Goal #1: "Prepare all students for college and careers and ensure all students meet grade level standards with a focus on closing the achievement gap between all student groups using accelerated learning and tiered supports."

FUNDING: Site Title 1 Funding (RS 3010 Funding) will cover license fees (250 licenses at $19.50/student) and teacher training (IXL Foundations at $695.00) at a total of $5,570.00.

RECOMMENDATION: Approve Agreement for Special Contract Services between IXL Learning and Monte Vista Middle School for the 2026-2027 School Year.

Prepared by: Ms. Heather Reyburn, Monte Vista Middle School Principal.

IXL LEARNING™

QUOTE

IXL Learning
777 Mariners Island Blvd., Suite 600
San Mateo, CA 94404

QUOTE # 1695145-1
DATE: JULY 23, 2026

TO:
Heather Reyburn
Monte Vista Middle School
751 W Lowell Ave
Tracy, CA 95376

COMMENTS OR SPECIAL INSTRUCTIONS

SALESPERSON	TERMS	SUBSCRIPTION DURATION	QUOTE VALID UNTIL
Anna Webster		1 year	August 22, 2026

SUBSCRIPTIONS	QUANTITY	LIST UNIT PRICE	NET PRICE
IXL Personalized Learning Premium (Math and ELA) Grade 6 *Auto-rostering services included*	250	$19.50	$4,875.00
		Total Price	$4,875.00

SERVICES	QUANTITY	LIST UNIT PRICE	NET PRICE
IXL Foundations I	1	$695.00	$695.00
		Total Price	$695.00

TOTALS	
Total Subscriptions List Price	$4,875.00
Total Services List Price	$695.00
Grand Total	$5,570.00

Ordering instructions

TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Educational Services
DATE: June 9, 2026
SUBJECT: **Approve Agreement for Site License with IXL Learning and Art Freiler School for the 2026-27 School Year**

BACKGROUND: Recent state and local data reveal a rising number of students not meeting grade level standards, emphasizing the need for targeted academic intervention at Art Freiler School. To address these gaps, the school is partnering with IXL Learning for the 2026-27 school year to deliver personalized, data-informed support in reading and math, with the goal of accelerating student growth and improving overall performance.

RATIONALE: Implementing IXL Learning consistently across grades 1 through 8 will provide opportunity for intervention and support for at risk students and EL students at those grade levels. IXL is researched based program that has consistently demonstrated growth for schools that implement the program with fidelity. This work directly support our SPSA Goal #1 to prepare all students for college and career and ensure all students meet grade level standards with a focus on closing the achievement gap.

FUNDING: The cost, not to exceed $10,125.00, will be paid from Title 1 Funds.

RECOMMENDATION: Approve Agreement for Site License with IXL Learning and Art Freiler School for the 2026-27 School Year.

Prepared by: Maureen Riley, Principal, Art Freiler School.

777 Mariners Island Blvd.
Suite 600
San Mateo, CA 94404
Tel: 650-372-4040
Fax: 650-372-4072

Invoice

Date	Invoice #
6/30/2026	S533996

Bill To
Accounts Payable Art Freiler School 2421 W LOWELL AVE TRACY CA 95377

Ship To
Art Freiler School 2421 W Lowell Ave Tracy CA 95377

Terms	PO #	Customer Email
Due on receipt	SC1384208-1	

Description	Qty	Rate	Amount
IXL site license (Grades 1-8: 675 students) Subjects: Math and ELA (Installment 2 of 2)	1	10,125.00	10,125.00

Please return one copy of invoice with payment. The IXL Service is provided pursuant to the IXL Terms of Service (www.ixl.com/termsofservice).
*A 3% processing fee applies to all credit card payments for invoices of $5,000 or more.

Mail Payment to: IXL Learning, Inc.
777 Mariners Island Blvd, Suite 600, San Mateo, CA 94404

By ACH/Wire, Please make remittance to:
IXL Learning, Inc.
JPMorganChase (New York, NY 10017)
ABA/Routing Number (for ACH): 322271627
Routing Number (for Wire): 021000021
Checking Account Number: 719355882
Swift Code (if international): CHASUS33

Total	$10,125.00

IXL LEARNING

SALES CONTRACT

CONTRACT #1384208-1
March 24, 2025

IXL Learning
777 Mariners Island Blvd., Suite 600
San Mateo, CA 94404

CUSTOMER
Maureen RILEY
Art Freiler School
2421 W Lowell Ave
Tracy, CA 95377

SUBSCRIPTION INFO

Salesperson	Quote #	Subscription duration
Anna Davenport	**1384208-1**	**April 14, 2025 - April 14, 2027**

PAYMENT PLAN

	Amount	Invoice date
First installment with Professional Learning Services	**$15,187.50 (60%) + $2,600 = $17,787.50**	**June 30, 2025**
Installment 2	**$10,125 (40%)**	**June 30, 2026**
TOTAL	**$27,912.50**	

Price valid until April 23, 2025

COMMENTS OR SPECIAL INSTRUCTIONS
Includes complimentary one-time up to a 3-month extension on the first year of service for new customers. The subscription will expire July 1, 2027.

ACCEPTANCE OF SALES CONTRACT
This is a binding agreement of payment between IXL Learning and the Purchaser. Your signature indicates that you have received, reviewed, and accepted the attached Terms and Conditions of Sale and that you agree to pay the full license price listed above within 60 days of the invoice date. Without a signature, your order may not be processed.

Acknowledged and agreed to:

AUTHORIZED SIGNATURE Maureen Riley **DATE** 4/29/25

TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Educational Services
DATE: July 22, 2026
SUBJECT: **Approve Agreement with Community Medical Centers for Mental Health Services at Hirsch, Jacobson, Kimball, McKinley, South/West Park, Duncan Russell, Stein, and Tracy High for the 2026-2027 School Year**

BACKGROUND: Tracy Unified School District (TUSD) provides mental health services to all students who may be experiencing mental health challenges posing barriers to their academic performances and overall well-being. Social and emotional interventions in the school setting are necessary for students to access in order to be academically successful.

RATIONALE: Social and emotional interventions are a part of the multi-tiered system of supports, which TUSD uses as a framework to navigate student success. Tier 2 and 3 interventions are targeted and intensive behavioral health services for students who are struggling to meet academic, attendance, and/or behavioral standards within a school setting. TUSD will contract with Community Medical Centers to provide school-based mental health counseling to the following school sites: Hirsch Elementary, Jacobson Elementary, Kimball High, McKinley Elementary, South/West Park Elementary, Duncan Russell & Stein Continuation High and Tracy High. This effort is in alignment with TUSD's LCAP Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and /or career goals; and Goal #3: Apply fiscal operational and community resource to ensure a safe learning environment that supports staff and students.

FUNDING: The total cost for Community Medical Centers services will not exceed $588,000.00. Services will be paid for using TUSD LCAP funds.

RECOMMENDATION: Approve Agreement with Community Medical Centers for Mental Health Services at Hirsch, Jacobson, Kimball, McKinley, South/West Park, Duncan Russell, Stein, and Tracy High for the 2026-2027 School Year.

Prepared by: Samia Basravi, Coordinator of Prevention Services.

COMMUNITY
Medical Centers

AGREEMENT FOR SPECIAL CONTRACT

SERVICES 2026 - 2027 School Year Mental Health Services

This agreement, by and between **Tracy Unified School District**, with a principal address of 1875 W. Lowell Avenue, Tracy, CA 95376 (hereinafter "District") and **Community Medical Centers, Inc.** (CMC), a California non-profit corporation with a principal address of 7210 Murray Drive, Stockton, CA 95210 (hereinafter "Contractor"), (hereinafter individually "Party" or jointly "Parties"), is for consultant or special services to be performed by a non-employee of the District.

District and Contractor, herein named, do mutually agree to the following terms and conditions:

1. Contractor shall perform the following duties:

   A. Provide **school-based mental health services** during the **2026 -2027 School Year** to be held August 17, 2026 to May 27, 2027 per the dates, hours, and locations specified on Exhibit A, Tracy Unified School District/Community Medical Centers 2026/2027 School Year Mental Health Schedule, attached hereto and incorporated herein by this reference.

   B. Submit a monthly Mental Health Referral Log and a Student Log for each school site along with monthly invoices.

   C. Ensure that Contractor's Providers must be a Marriage Family Therapist (MFT), Master of Social Work (MSW) interns, Licensed Clinical Social Worker (LCSW), Licensed Marriage Family Therapist (LMFT), or a registered Associate with the Board of Behavioral Sciences (BBS).

   Contractor shall do all work, attend all meetings, produce all reports and carry out all activities necessary for completion of the services described in this Paragraph 1 and Exhibit A (hereby "Services"). This Agreement and its exhibits shall be known as the "Agreement Documents." Terms set forth in any Agreement Document shall be deemed to be incorporated in all Agreement Documents as if set forth in full therein. In the event of conflict between terms contained in these Agreement Documents, the more specific term shall control. If any portion of the Agreement Documents shall be in conflict with any other portion, provisions contained in the Agreement shall govern over conflicting provisions contained in the exhibits to the Agreement.

2. In consideration of the Services performed by Contractor, District shall pay Contractor according to the following fee schedule:

   A. District shall pay Contractor a **total of five hundred and eighty eight thousand dollars ($588,000).** Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.

   B. District **shall not** reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services..

   C. District shall make payment on MONTHLY BASIS UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District.

3. The terms of the agreement shall commence on **August 17, 2026,** and shall terminate on **May 27, 2027.**

This agreement may be terminated at any time during the term by either party upon thirty (30) days' written notice to the other party. .

4. Amendments, changes or modifications in the terms of this Agreement may only be made at any time by mutual written agreement between the parties hereto and shall be signed by the persons authorized to bind the parties hereto.

5. Contractor shall contact District's designee, **Samia Basravi, at (209) 830-3218,** with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.

6. Contractor enters into this Agreement as an independent contractor and not as an employee of the District. The Contractor shall have no power or authority by this Agreement to bind the District in any respect except as provided herein. Nothing in this Agreement shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by Contractor are employees, agents, contractors or subcontractors of Contractor and not of District. District shall not be obligated in any way to pay any wage claims or other claims made against Contractor by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this Agreement.

   A. CONTRACTOR shall be required to provide proof (Certificate of Insurance) of comprehensive general liability insurance coverage in the amount of one million dollars ($1,000,000.00) combined single limit per occurrence and Two Million Dollars ($2,000,000.00) general aggregate. A separate additional insured endorsement shall be provided to include the District and its officers, officials, employees, agents and volunteers as additional insured in the policy. It is agreed that insurance coverage provided by CONTRACTOR herein is endorsed as primary and noncontributory to any similar insurance or self-insurance carried by District. The District reserves the right to adjust its insurance requirements as needed.

   B. Contractor will have significant contact with students. If applicable, proof of professional liability insurance, to include one million dollars ($1,000,000.00) per occurrence for Sexual Abuse/ Molestation is also required. If applicable, Contractor will comply with the provisions of Education Code 45125 regarding the submission of fingerprints to the California Department of Justice and the completion of criminal background investigations of Contractor and/or its employees.

   Contractor agrees to hold harmless and to indemnify District for any liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injuries or damages are directly caused by an acts or omissions of Contractor, its officers, agents or employees. The duty to defend and the duty to indemnify are separate and distinct obligations. Contractor will not defend the District.

7. This Agreement is for the personal services of the Contractor and Contractor may not assign the performance of the services to any person or persons who are not parties to this Agreement except for employees of Contractor. None of the services covered by this Agreement shall be subcontracted without the prior written consent of the District, which will not be unreasonably withheld. Contractor shall be as fully responsible to the District for the negligent acts and omissions of its contractors and subcontractors, and of persons either directly or indirectly employed by them, as it is for the negligent acts and omissions of persons directly employed by Contractor.

8. Contractor certifies that their current employer, if any, is fully cognizant of this Agreement and that payments hereunder are not in conflict with any federal, state, or local statutes, rules or regulations or

with any policies of Contractor's current employer. Contractor covenants that neither it, nor any of its employees, agents, contractors or subcontractors has any interest, nor shall they acquire any interest, direct or indirect, in the subject of the Agreement, nor any other interest which would conflict in any manner or degree with the performance of its services hereunder. Contractor shall make all disclosures required by the District's conflict of interest code in accordance with the category designated by the District, unless the District determines in writing that Contractor's duties are more limited in scope than is warranted by the category designated by the District code and that a narrower disclosure category should apply. Contractor also agrees to make disclosure in compliance with the District conflict of interest code if, at any time after the execution of this Agreement, District determines and notifies Contractor in writing that Contractor's duties under this Agreement warrant greater disclosure by Contractor than was originally contemplated. Contractor shall make disclosures in the time, place and manner set forth in the conflict of interest code and as directed by the District.

9. All medical records are the property of Contractor, and information from patient records may be shared only with the written approval of the patient or their legal parent or guardian in accordance with federal and state laws and regulations.

10. Contractor shall keep itself fully informed of, shall observe and comply with, and shall cause any and all persons, firms or corporations employed by it or under its control to observe and comply with, applicable federal, state, county and municipal laws, ordinances, regulations, orders and decrees which in any manner affect those engaged or employed on the work described by this Agreement or the materials used or which in any way affect the conduct of the work.

11. Contractor shall not engage in unlawful employment discrimination. Such unlawful employment discrimination includes, but is not limited to, employment discrimination based upon a person's race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, gender, citizenship, or sexual orientation.

12. Subject to Section 9, contractor shall maintain and make available for inspection by the District and its auditors accurate records of all of its costs, disbursements and receipts with respect to any work under this Contract. Such inspections may be made during regular office hours at any time until six (6) months after the final payments under this Agreement are made to the Contractor.

AGREED:

Contractor:	Community Medical Centers, Inc.	**District:**	Tracy Unified School District
By:	_____	By:	_____
Name/Title:	Greg Diederich, CEO	Name/Title:	_____
Federal ID No.:	94-2437106	Date:	_____
Date:	7-22-2026		

_____
Department/Site Approval

_____
Budget Approval

_____
Date Approved by the Board

Exhibit A
Tracy Unified School District/Community Medical Centers, Inc.
2026 – 2027 School Year Mental Health Schedule

SCHOOL SITE	NUMBER OF DAYS OF SERVICE PER WEEK	TOTAL HOURS FOR THE YEAR
HIRSCH ELEMENTARY	4	1050
MCKINLEY ELEMENTARY	4	1050
STEIN / DUNCAN RUSSELL	4	1050
JACOBSON ELEMENTARY	4	1050
KIMBALL HIGH SCHOOL	4	1050
SOUTH WEST PARK ELEMENTARY SCHOOL	4	1050
TRACY HIGH SCHOOL	4	1050
TOTAL HOURS FOR ALL SCHOOL SITES FOR 2026/2027 SCHOOL YEAR		**7350**
TOTAL COST FOR MENTAL HEALTH SERVICES @ $80/HR FOR 2026/2027 SCHOOL YEAR		**$ 588,000.00**

TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Educational Services
DATE: July 22, 2026
SUBJECT: **Approve Agreement for Contract Services with Community Medical Centers for South/West Park, Duncan Russell, and Stein High School for the 2026-2027 School Year**

BACKGROUND: Tracy Unified School District (TUSD) provides mental health services to all students who may be experiencing mental health challenges posing barriers to their academic performances and overall well-being. Social and emotional interventions in the school setting are necessary for students to access in order to be academically successful.

RATIONALE: Social and emotional interventions are a part of the multi-tiered system of supports, which TUSD uses as a framework to navigate student success. Tier 2 and 3 interventions are targeted and intensive behavioral health services for students who are struggling to meet academic, attendance, and/or behavioral standards within a school setting. TUSD will contract with Community Medical Centers to provide school-based mental health counseling to South/West Park Elementary, Duncan Russell & Stein Continuation High. This effort is in alignment with TUSD's LCAP Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and /or career goals; and Goal #3: Apply fiscal operational and community resource to ensure a safe learning environment that supports staff and students.

FUNDING: The total cost for Community Medical Centers services will not exceed $56,160.00. Services will be paid for using CCSPP Grant funds.

RECOMMENDATION: Approve Agreement for Contract Services with Community Medical Centers for South/West Park, Duncan Russell, and Stein High School for the 2026-27 School Year.

Prepared by: Samia Basravi, Coordinator of Prevention Services.

COMMUNITY
Medical Centers

AGREEMENT FOR SPECIAL CONTRACT SERVICES

2026 -2027 School Year Mental Health Services

This agreement, by and between **Tracy Unified School District**, with a principal address of 1875 W. Lowell Avenue, Tracy, CA 95376 (hereinafter "District") and **Community Medical Centers, Inc.** (CMC), a California non-profit corporation with a principal address of 7210 Murray Drive, Stockton, CA 95210 (hereinafter "Contractor"), (hereinafter individually "Party" or jointly "Parties"), is for consultant or special services to be performed by a non-employee of the District.

District and Contractor, herein named, do mutually agree to the following terms and conditions:

1. Contractor shall perform the following duties:

   A. Provide **school-based mental health services** during the **2026 -2027 School year** to be held August 17, 2026 –May 27, 2027, per the dates, hours, and locations specified on **Exhibit A, Tracy Unified School District/Community Medical Centers 2026/2027 School Year Mental Health Schedule**, attached hereto and incorporated herein by this reference.

   B. Submit a monthly Mental Health Referral Log and a Student Log for each school site along with monthly invoices ..

   C. Ensure that Contractor's Providers must be a Marriage Family Therapist (MFT), Master of Social Work (MSW) interns, Licensed Clinical Social Worker (LCSW), Licensed Marriage Family Therapist (LMFT), or a registered Associate with the Board of Behavioral Sciences (BBS)

   Contractor shall do all work, attend all meetings, produce all reports and carry out all activities necessary for completion of the services described in this Paragraph 1 and Exhibit A (hereby "Services"). This Agreement and its exhibits shall be known as the "Agreement Documents." Terms set forth in any Agreement Document shall be deemed to be incorporated in all Agreement Documents as if set forth in full therein. In the event of conflict between terms contained in these Agreement Documents, the more specific term shall control. If any portion of the Agreement Documents shall be in conflict with any other portion, provisions contained in the Agreement shall govern over conflicting provisions contained in the exhibits to the Agreement.

2. In consideration of the Services performed by Contractor, District shall pay Contractor according to the following fee schedule:

   A. District shall pay Contractor a **total of fifty six thousand one hundred and sixty dollars ($56,160.00)**. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.

   B. District **shall not** reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services ..

   C. District shall make payment on MONTHLY BASIS UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District.

3.The terms of the agreement shall commence on **August 17, 2026**, and shall terminate on **May 27, 2027.**

This agreement may be terminated at any time during the term by either party upon thirty (30) days' written notice to the other party. .

4. Amendments, changes or modifications in the terms of this Agreement may only be made at any time by mutual written agreement between the parties hereto and shall be signed by the persons authorized to bind the parties hereto.

5. Contractor shall contact District's designee, **Samia Basravi, at (209) 830-3218,** with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.

6. Contractor enters into this Agreement as an independent contractor and not as an employee of the District. The Contractor shall have no power or authority by this Agreement to bind the District in any respect except as provided herein. Nothing in this Agreement shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by Contractor are employees, agents, contractors or subcontractors of Contractor and not of District. District shall not be obligated in any way to pay any wage claims or other claims made against Contractor by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this Agreement.

   A. CONTRACTOR shall be required to provide proof (Certificate of Insurance) of comprehensive general liability insurance coverage in the amount of one million dollars ($1,000,000.00) combined single limit per occurrence and Two Million Dollars ($2,000,000.00) general aggregate. A separate additional insured endorsement shall be provided to include the District and its officers, officials, employees, agents and volunteers as additional insured in the policy. It is agreed that insurance coverage provided by CONTRACTOR herein is endorsed as primary and noncontributory to any similar insurance or self-insurance carried by District. The District reserves the right to adjust its insurance requirements as needed.

   B. Contractor will have significant contact with students. If applicable, proof of professional liability insurance, to include one million dollars ($1,000,000.00) per occurrence for Sexual Abuse/ Molestation is also required. If applicable, Contractor will comply with the provisions of Education Code 45125 regarding the submission of fingerprints to the California Department of Justice and the completion of criminal background investigations of Contractor and/or its employees.

   Contractor agrees to hold harmless and to indemnify District for any liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injuries or damages are directly caused by an acts or omissions of Contractor, its officers, agents or employees. The duty to defend and the duty to indemnify are separate and distinct obligations. Contractor will not defend the District.

7. This Agreement is for the personal services of the Contractor and Contractor may not assign the performance of the services to any person or persons who are not parties to this Agreement except for employees of Contractor. None of the services covered by this Agreement shall be subcontracted without the prior written consent of the District, which will not be unreasonably withheld. Contractor shall be as fully responsible to the District for the negligent acts and omissions of its contractors and subcontractors, and of persons either directly or indirectly employed by them, as it is for the negligent acts and omissions of persons directly employed by Contractor.

8. Contractor certifies that his or her current employer, if any, is fully cognizant of this Agreement and that payments hereunder are not in conflict with any federal, state, or local statutes, rules or regulations or with any policies of Contractor's current employer. Contractor covenants that neither it, nor any of its

employees, agents, contractors or subcontractors has any interest, nor shall they acquire any interest, direct or indirect, in the subject of the Agreement, nor any other interest which would conflict in any manner or degree with the performance of its services hereunder. Contractor shall make all disclosures required by the District's conflict of interest code in accordance with the category designated by the District, unless the District determines in writing that Contractor's duties are more limited in scope than is warranted by the category designated by the District code and that a narrower disclosure category should apply. Contractor also agrees to make disclosure in compliance with the District conflict of interest code if, at any time after the execution of this Agreement, District determines and notifies Contractor in writing that Contractor's duties under this Agreement warrant greater disclosure by Contractor than was originally contemplated. Contractor shall make disclosures in the time, place and manner set forth in the conflict of interest code and as directed by the District.

9. All medical records are the property of Contractor, and information from patient records may be shared only with the written approval of the patient or their legal parent or guardian in accordance with federal and state laws and regulations.

10. Contractor shall keep itself fully informed of, shall observe and comply with, and shall cause any and all persons, firms or corporations employed by it or under its control to observe and comply with, applicable federal, state, county and municipal laws, ordinances, regulations, orders and decrees which in any manner affect those engaged or employed on the work described by this Agreement or the materials used or which in any way affect the conduct of the work.

11. Contractor shall not engage in unlawful employment discrimination. Such unlawful employment discrimination includes, but is not limited to, employment discrimination based upon a person's race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, gender, citizenship, or sexual orientation.

12. Subject to Section 9, contractor shall maintain and make available for inspection by the District and its auditors accurate records of all of its costs, disbursements and receipts with respect to any work under this Contract. Such inspections may be made during regular office hours at any time until six (6) months after the final payments under this Agreement are made to the Contractor.

AGREED:

Contractor:	Community Medical Centers, Inc.	~~District:~~ ~~Tracy Unified~~ School District	
By:	_____	By:	_____
Name/Title:	Greg Diederich, CEO	Name/Title:	_____
Federal ID No.:	94-2437106	Date:	_____
Date:	7-22-2026		

_____
Department/Site Approval

_____
Budget Approval

_____
Date Approved by the Board

Exhibit A

Tracy Unified School District / Community Medical Centers, Inc.

2026 – 2027 School Year Mental Health Schedule

SCHOOL SITE	NUMBER OF DAYS OF SERVICE PER WEEK	TOTAL HOURS FOR THE YEAR
SOUTH WEST PARK ELEMENTARY SCHOOL	1	234
DUNCAN RUSSELL	1	234
STEIN	1	234
TOTAL HOURS FOR ALL SCHOOL SITES FOR THE 2026/2027 SCHOOL YEAR		**702**
TOTAL COST FOR MENTAL HEALTH SERVICES @ $80 /HR FOR 2026/2027 SCHOOL YEAR		**$56,160.00**

TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Educational Services
DATE: July 22, 2026
SUBJECT: **Approve Agreement for Contract Services with Valley Community Counseling for Mental Health Services at Central Elementary and North School for the 2026-2027 School Year**

BACKGROUND: Tracy Unified School District (TUSD) provides mental health services to all students who may be experiencing mental health challenges posing barriers to their academic performances and overall well-being. Social and emotional interventions in the school setting are necessary for students to access in order to be academically successful.

RATIONALE: Social and emotional interventions are a part of the multi-tiered system of supports, which TUSD uses as a framework to navigate student success. Tier 2 and 3 interventions are targeted and intensive behavioral health services for students who are struggling to meet academic, attendance, and/or behavioral standards within a school setting. TUSD will contract with Valley Community Counseling to provide school-based mental health counseling to Central Elementary and North School. This effort is in alignment with TUSD's LCAP Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and /or career goals; and Goal #3: Apply fiscal operational and community resource to ensure a safe learning environment that supports staff and students.

FUNDING: The total cost for Valley Community Counseling services will not exceed $37,440.00. Services will be paid for using CCSPP Grant funds.

RECOMMENDATION: Approve Agreement for Contract Services with Valley Community Counseling for Mental Health Services at Central Elementary and North School for the 2026-27 School Year.

Prepared by: Samia Basravi, Coordinator of Prevention Services.

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and Valley Community Counseling Services, hereinafter referred to as "Contractor," is for consultant or special services to be performed by a non-employee of the District. District and Contractor, herein named, do mutually agree to the following terms and conditions:

1. Contractor shall perform the following duties: Provide 1 day@ 6.5 hrs/week of school based mental health services during the 2026-2027 school year to the following school sites: Central Elementary School and North School. A monthly Mental Health Log and a Student Log Will need to be submitted with each monthly invoice. Services must not overlap with Special Education contract days of services. Providers must be Licensed Marriage Family Therapists (LMFT), or Licensed Professional Clinical Counselor (LPCC), or a Board of Behaviorist Sciences Registered Associate MFT, ACSW, or a Master's Level student enrolled in a Master's counseling program or related study.

   Contractor shall do all work, attend all meetings, produce all reports and carry out all activities necessary for completion of the services described in this paragraph (1) AND OR [the attached hereto and incorporated herein by this reference as Exhibit "A".] This Agreement and its exhibits shall be known as the "Agreement Documents." Terms set forth in any Agreement Document shall be deemed to be incorporated in all Agreement Documents as if set forth in full therein. In the event of conflict between terms contained in these Agreement Documents, the more specific term shall control. If any portion of the Agreement Documents shall be in conflict with any other portion, provisions contained in the Agreement shall govern over conflicting provisions contained in the exhibits to the Agreement.

2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 468 ( ) [X] HOURS [ ] DAYS, under the terms of this agreement at the following location see above.

3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:

   a. District shall pay $ 80 per [X] HOUR [ ] DAY [ ] FLAT RATE, not to exceed a total of $ 37,440.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.

   b. District [ ] SHALL [X] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed $ 0.00 for the term of this agreement.

   c. District shall make payment on a [X] MONTHLY PROGRESS BASIS [ ] SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.

4. The terms of the agreement shall commence on August 17, 2026, and shall terminate on May 27, 2027.

5. This agreement may be terminated at any time during the term by either party upon 30 days' written notice of termination delivered by certified mail, return receipt requested.

6. Amendments, changes or modifications in the terms of this Agreement may only be made at any time by mutual written agreement between the parties hereto and shall be signed by the persons authorized to bind the parties hereto.

7. Contractor shall contact the District's designee, Samia Basravi, at (209) 830-3218 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.

8. Contractor enters into this Agreement as an independent contractor and not as an employee of the District. The Contractor shall have no power or authority by this Agreement to bind the District in any respect except as provided herein. Nothing in this Agreement shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Contractor are employees, agents, contractors or subcontractors of the Contractor and not of the District. The District shall not be obligated in any way to pay any wage claims or other claims made against Contractor by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this Agreement.

   a. CONTRACTOR shall be required to provide proof (Certificate of Insurance) of comprehensive general liability insurance coverage in the amount of one million dollars ($1,000,000.00) combined single limit per occurrence; two million dollars ($2,000,000.00) general aggregate. A separate additional insured endorsement shall be provided to include the DISTRICT and its officers, officials, employees, agents and volunteers as additional insured in the policy. It is agreed that insurance coverage provided by CONTRACTOR herein is endorsed as primary and noncontributory to any similar insurance or self-insurance carried by DISTRICT. The DISTRICT reserves the right to adjust its insurance requirements as needed.

   b. Contractor [x] WILL [ ] WILL NOT have significant contact with students. If applicable, proof of professional liability insurance, to include one million dollars ($1,000,000.00) per occurrence for Sexual Abuse/Molestation is also required. If applicable, CONTRACTOR will comply with the provisions of Education Code 45125 regarding the submission of fingerprints to the California Department of Justice and the completion of criminal background investigations of the CONTRACTOR and/or its employees.

   Contractor agrees to hold harmless and to indemnify District for:

   Any injury to person or property sustained by Contractor or by any person, firm or corporation employed directly or indirectly by the Contractor or by any of the individuals participating in or associated with him or her, however caused; and any injury to person or property sustained by any person, firm or corporation, caused by act, neglect, default or omission of Contractor, or any person, firm or corporation directly or indirectly employed by Contractor upon or in connection with this Agreement, or any of the participants arising out of or in the course of their term of this Agreement, and Contractor at his or her own cost, expense and risk, shall defend any and all actions, suits or other legal proceedings that may be instituted against District for any such claim or demand, and pay or satisfy any judgment that may be rendered against District in any such action, suit or legal proceedings or the result thereof. Nothing herein provided shall be construed to require Contractor to hold harmless or indemnify District for liability or damages resulting from the negligence or willful act or omission of District or its officers, agents or employees.

9. This Agreement is for the personal services of the Contractor and Contractor may not assign the performance of the services to any person or persons who are not parties to this Agreement except for employees of Contractor. None of the services covered by this Agreement shall be subcontracted without the prior written consent of the District, which will not be unreasonably withheld. Contractor shall be as fully responsible to the District for the negligent acts and omissions of its contractors and subcontractors, and of persons either directly or indirectly

employed by them, as it is for the negligent acts and omissions of persons directly employed by Contractor.

10. Contractor certifies that his or her current employer, if any, is fully cognizant of this Agreement and that payments hereunder are not in conflict with any federal, state, or local statutes, rules or regulations or with any policies of Contractor's current employer. Contractor covenants that neither it, nor any of its employees, agents, contractors or subcontractors has any interest, nor shall they acquire any interest, direct or indirect, in the subject of the Agreement, nor any other interest which would conflict in any manner or degree with the performance of its services hereunder. Contractor shall make all disclosures required by the District's conflict of interest code in accordance with the category designated by the District, unless the District determines in writing that Contractor's duties are more limited in scope than is warranted by the category designated by the District code and that a narrower disclosure category should apply. Contractor also agrees to make disclosure in compliance with the District conflict of interest code if, at any time after the execution of this Agreement, District determines and notifies Contractor in writing that Contractor's duties under this Agreement warrant greater disclosure by Contractor than was originally contemplated. Contractor shall make disclosures in the time, place and manner set forth in the conflict of interest code and as directed by the District.

11. District shall become the owner of, and entitled to, exclusive possession of all records, documents, graphs, photographic or other reproductions of any kind produced in the scope of services performed and no other uses thereof will be permitted except by permission of the District. Proprietary materials will be exempted from this clause.

12. Contractor shall keep itself fully informed of, shall observe and comply with, and shall cause any and all persons, firms or corporations employed by it or under its control to observe and comply with, applicable federal, state, county and municipal laws, ordinances, regulations, orders and decrees which in any manner affect those engaged or employed on the work described by this Agreement or the materials used or which in any way affect the conduct of the work.

13. Contractor shall not engage in unlawful employment discrimination. Such unlawful employment discrimination includes, but is not limited to, employment discrimination based upon a person's race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, gender, citizenship, or sexual orientation.

14. Contractor shall maintain and make available for inspection by the District and its auditors accurate records of all of its costs, disbursements and receipts with respect to any work under this Contract. Such inspections may be made during regular office hours at any time until six (6) months after the final payments under this Agreement are made to the Contractor.

AGREED:

Contractor Signature, Title

Tracy Unified School District

94-2468972
IRS Identification Number

Date

EXECUTIVE DIRECTOR
Title

Account Number to be Charged

6707 EMBARCADERO DR.
Address

Department/Site Approval

STOCKTON, CA 95219

Budget Approval

Date Approved by the Board

Rev. 06.23.16

TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Educational Services
DATE: July 22, 2026
SUBJECT: **Approve Agreement for Contract Services with Valley Community Counseling for Mental Health Services at Bohn, Central, Freiler, Kelly, Monte Vista, North, Poet, Villalovos, Williams and West High for the 2026-2027 School Year**

BACKGROUND: Tracy Unified School District (TUSD) provides mental health services to all students who may be experiencing mental health challenges posing barriers to their academic performances and overall well-being. Social and emotional interventions in the school setting are necessary for students to access in order to be academically successful.

RATIONALE: Social and emotional interventions are a part of the multi-tiered system of supports, which TUSD uses as a framework to navigate student success. Tier 2 and 3 interventions are targeted and intensive behavioral health services for students who are struggling to meet academic, attendance, and/or behavioral standards within a school setting. TUSD will contract with Valley Community Counseling to provide school-based mental health counseling to ten (10) school sites: Bohn Elementary, Central Elementary, Freiler School, Kelly School, Monte Vista Middle School, North School, Poet School, Villalovoz Elementary, Williams Middle School and West High. This effort is in alignment with TUSD's LCAP Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and /or career goals: and Goal #3: Apply fiscal operational and community resource to ensure a safe learning environment that supports staff and students.

FUNDING: The total cost for Valley Community Counseling services will not exceed $840,000.00. Services will be paid for using TUSD LCAP funds.

RECOMMENDATION: Approve Agreement for Contract Services with Valley Community Counseling for Mental Health Services at Bohn, Central, Freiler, Kelly, Monte Vista, North, Poet, Villalovos, Williams and West High for the 2026-2027 School Year.

Prepared by: Samia Basravi, Coordinator of Prevention Services.

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and Valley Community Counseling Services, hereinafter referred to as "Contractor," is for consultant or special services to be performed by a non-employee of the District. District and Contractor, herein named, do mutually agree to the following terms and conditions:

1. Contractor shall perform the following duties: Provide 4 days @ 28 hrs/week of school-based mental health services during the 2026-2027 school year to the the following school sites: Bohn Elementary School, Central Elementary School, Freiler School, Kelly School, Monte Vista Middle School, North School, Poet School, Villalovoz Elementary School, Williams Middle School and West High School. A monthly Mental Health Referral Log and a Student Log (for each school site) will need to be submitted with each monthly invoice. Services must not overlap with Special Education contract days of services. Providers must be Licensed Marriage Family Therapists (LMFT), or Licensed Professional Clinical Counselor (LPCC), or a Board of Behaviorist Sciences Registered Associate MFT, ACSW, or a Master's Level student enrolled in a Master's counseling program or related study.

   Contractor shall do all work, attend all meetings, produce all reports and carry out all activities necessary for completion of the services described in this paragraph (1) AND OR [the attached hereto and incorporated herein by this reference as Exhibit "A".] This Agreement and its exhibits shall be known as the "Agreement Documents." Terms set forth in any Agreement Document shall be deemed to be incorporated in all Agreement Documents as if set forth in full therein. In the event of conflict between terms contained in these Agreement Documents, the more specific term shall control. If any portion of the Agreement Documents shall be in conflict with any other portion, provisions contained in the Agreement shall govern over conflicting provisions contained in the exhibits to the Agreement.

2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 10,500 ( ) [x] HOURS [ ] DAYS, under the terms of this agreement at the following location see above.

3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:

   a. District shall pay $ 80 per [x] HOUR [ ] DAY [ ] FLAT RATE, not to exceed a total of $ 840,000.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.

   b. District [ ] SHALL [x] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed $ 0.00 for the term of this agreement.

   c. District shall make payment on a [x] MONTHLY PROGRESS BASIS [ ] SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.

4. The terms of the agreement shall commence on August 17, 2026, and shall terminate on May 27, 2027.

5. This agreement may be terminated at any time during the term by either party upon 30 _____ days' written notice of termination delivered by certified mail, return receipt requested.

Rev. 06.23.16

6. Amendments, changes or modifications in the terms of this Agreement may only be made at any time by mutual written agreement between the parties hereto and shall be signed by the persons authorized to bind the parties hereto.

7. Contractor shall contact the District's designee, Samia Basravi, at (209) 830-3218 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.

8. Contractor enters into this Agreement as an independent contractor and not as an employee of the District. The Contractor shall have no power or authority by this Agreement to bind the District in any respect except as provided herein. Nothing in this Agreement shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Contractor are employees, agents, contractors or subcontractors of the Contractor and not of the District. The District shall not be obligated in any way to pay any wage claims or other claims made against Contractor by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this Agreement.

   a. CONTRACTOR shall be required to provide proof (Certificate of Insurance) of comprehensive general liability insurance coverage in the amount of one million dollars ($1,000,000.00) combined single limit per occurrence; two million dollars ($2,000,000.00) general aggregate. A separate additional insured endorsement shall be provided to include the DISTRICT and its officers, officials, employees, agents and volunteers as additional insured in the policy. It is agreed that insurance coverage provided by CONTRACTOR herein is endorsed as primary and noncontributory to any similar insurance or self-insurance carried by DISTRICT. The DISTRICT reserves the right to adjust its insurance requirements as needed.

   b. Contractor [X] WILL [ ] WILL NOT have significant contact with students. If applicable, proof of professional liability insurance, to include one million dollars ($1,000,000.00) per occurrence for Sexual Abuse/Molestation is also required. If applicable, CONTRACTOR will comply with the provisions of Education Code 45125 regarding the submission of fingerprints to the California Department of Justice and the completion of criminal background investigations of the CONTRACTOR and/or its employees.

   Contractor agrees to hold harmless and to indemnify District for:

   Any injury to person or property sustained by Contractor or by any person, firm or corporation employed directly or indirectly by the Contractor or by any of the individuals participating in or associated with him or her, however caused; and any injury to person or property sustained by any person, firm or corporation, caused by act, neglect, default or omission of Contractor, or any person, firm or corporation directly or indirectly employed by Contractor upon or in connection with this Agreement, or any of the participants arising out of or in the course of their term of this Agreement, and Contractor at his or her own cost, expense and risk, shall defend any and all actions, suits or other legal proceedings that may be instituted against District for any such claim or demand, and pay or satisfy any judgment that may be rendered against District in any such action, suit or legal proceedings or the result thereof. Nothing herein provided shall be construed to require Contractor to hold harmless or indemnify District for liability or damages resulting from the negligence or willful act or omission of District or its officers, agents or employees.

9. This Agreement is for the personal services of the Contractor and Contractor may not assign the performance of the services to any person or persons who are not parties to this Agreement except for employees of Contractor. None of the services covered by this Agreement shall be subcontracted without the prior written consent of the District, which will not be unreasonably withheld. Contractor shall be as fully responsible to the District for the negligent acts and omissions of its contractors and subcontractors, and of persons either directly or indirectly

employed by them, as it is for the negligent acts and omissions of persons directly employed by Contractor.

10. Contractor certifies that his or her current employer, if any, is fully cognizant of this Agreement and that payments hereunder are not in conflict with any federal, state, or local statutes, rules or regulations or with any policies of Contractor's current employer. Contractor covenants that neither it, nor any of its employees, agents, contractors or subcontractors has any interest, nor shall they acquire any interest, direct or indirect, in the subject of the Agreement, nor any other interest which would conflict in any manner or degree with the performance of its services hereunder. Contractor shall make all disclosures required by the District's conflict of interest code in accordance with the category designated by the District, unless the District determines in writing that Contractor's duties are more limited in scope than is warranted by the category designated by the District code and that a narrower disclosure category should apply. Contractor also agrees to make disclosure in compliance with the District conflict of interest code if, at any time after the execution of this Agreement, District determines and notifies Contractor in writing that Contractor's duties under this Agreement warrant greater disclosure by Contractor than was originally contemplated. Contractor shall make disclosures in the time, place and manner set forth in the conflict of interest code and as directed by the District.

11. District shall become the owner of, and entitled to, exclusive possession of all records, documents, graphs, photographic or other reproductions of any kind produced in the scope of services performed and no other uses thereof will be permitted except by permission of the District. Proprietary materials will be exempted from this clause.

12. Contractor shall keep itself fully informed of, shall observe and comply with, and shall cause any and all persons, firms or corporations employed by it or under its control to observe and comply with, applicable federal, state, county and municipal laws, ordinances, regulations, orders and decrees which in any manner affect those engaged or employed on the work described by this Agreement or the materials used or which in any way affect the conduct of the work.

13. Contractor shall not engage in unlawful employment discrimination. Such unlawful employment discrimination includes, but is not limited to, employment discrimination based upon a person's race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, gender, citizenship, or sexual orientation.

14. Contractor shall maintain and make available for inspection by the District and its auditors accurate records of all of its costs, disbursements and receipts with respect to any work under this Contract. Such inspections may be made during regular office hours at any time until six (6) months after the final payments under this Agreement are made to the Contractor.

AGREED:

D. Lee, Executive Director
Contractor Signature — Title

94-2416972
IRS Identification Number

EXECUTIVE DIRECTOR
Title

6707 EMBARCADERO DR.
Address

STOCKTON, CA 95219

Tracy Unified School District

Date

Account Number to be Charged

Department/Site Approval

Budget Approval

Date Approved by the Board

Rev. 06.23.16

TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Educational Services
DATE: July 24, 2026
SUBJECT: **Ratify Independent Educational Evaluation Agreement with Faith in Action Community Education Services for an FBA Independent Education Evaluation (IEE)**

BACKGROUND: The Special Education Department would like to initiate a contract with Faith in Action Community Education Services for an Independent Education Evaluation (IEE). Ratification is necessary at this time to fulfill district responsibility to allow for agreed upon assessors of parent's choosing per applicable laws and stay compliant with the statutory timelines.

RATIONALE: Tracy Unified School District must offer a continuum of services including IEEs to students with exceptional needs. This request supports District Strategic Goal #3: Apply fiscal, operational and community resources to ensure a safe learning environment that supports staff and student goals.

FUNDING: Expenses for this contract and the total cost will not exceed a total of $5,500.00. Special Education contract expenses are funded through 602 funding for Special Education, budgeted in account # 01-6500-0-5770-1110-5800-800-2542.

RECOMMENDATION: Ratify Independent Educational Evaluation Agreement with Faith in Action Community Education Services for an Independent Educational Evaluation (IEE).

Prepared by: Jason Davis, Director of Special Education.

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and Faith in Action Community Education Services, hereinafter referred to as "Contractor," is for consultant or special services to be performed by a non-employee of the District. District and Contractor, herein named, do mutually agree to the following terms and conditions:

1. Contractor shall perform the following duties:

   Conduct a Psycho-Ed Independent Education Evaluation- IEE. This includes records review, interviews, classroom observation, standardized assessment, comprehensive written report, recommendations, and attendance at one IEP meeting (up to two hours)

   The Independent Education Evaluation will be conducted per the San Joaquin County SELPA IEE process.

   Contractor shall do all work, attend all meetings, produce all reports and carry out all activities necessary for completion of the services described in this paragraph (1) AND OR [the attached hereto and incorporated herein by this reference as Exhibit "A".] This Agreement and its exhibits shall be known as the "Agreement Documents." Terms set forth in any Agreement Document shall be deemed to be incorporated in all Agreement Documents as if set forth in full therein. In the event of conflict between terms contained in these Agreement Documents, the more specific term shall control. If any portion of the Agreement Documents shall be in conflict with any other portion, provisions contained in the Agreement shall govern over conflicting provisions contained in the exhibits to the Agreement.

2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 120 DAYS, under the terms of this agreement at the following location District / Assessor Location.

3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule: 1 Attach Fee Schedule or Addendum (if applicable)

   a. District shall pay $5,500.00 per FLAT RATE, not to exceed a total of $5,500.00. Contractor shall only be paid for work completed to the satisfaction of the District through the termination date of this agreement.

   b. District SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including mileage, meals, and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed $0.00 for the term of this agreement.

   c. District shall make payment on a SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, airfare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.

4. The terms of the agreement shall commence on 08/11/2026, and shall terminate on 12/09/2026.

5. This agreement may be terminated at any time during the term by either party upon 30 days' written notice of termination delivered by certified mail, return receipt requested.

6. Amendments, changes, or modifications in the terms of this Agreement may only be made at any time by mutual written agreement between the parties hereto and shall be signed by the persons authorized to bind the parties hereto.

7. Contractor shall contact the District's designee at 209-830-3270 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.

8. Contractor enters into this Agreement as an independent contractor and not as an employee of the District. The Contractor shall have no power or authority by this Agreement to bind the District in any respect except as provided herein. Nothing in this Agreement shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors, or subcontractors hired or retained by the Contractor are employees, agents, contractors, or subcontractors of the Contractor and not of the District. The District shall not be obligated in any way to pay any wage claims or other claims made against Contractor by any such employees, agents, contractors, subcontractors, or any other person resulting from performance of this Agreement.

   a. CONTRACTOR shall be required to provide proof (Certificate of Insurance) of comprehensive general liability insurance coverage in the amount of one million dollars ($1,000,000.00) combined single limit per occurrence; two million dollars ($2,000,000.00) general aggregate. A separate additional insured endorsement shall be provided to include the DISTRICT and its officers, officials, employees, agents, and volunteers as additional insured in the policy. It is agreed that insurance coverage provided by CONTRACTOR herein is endorsed as primary and noncontributory to any similar insurance or self-insurance carried by DISTRICT. The DISTRICT reserves the right to adjust its insurance requirements as needed.

   b. Contractor WILL have significant contact with students. If applicable, proof of professional liability insurance, to include one million dollars ($1,000,000.00) per occurrence for Sexual Abuse/Molestation, is also required. If applicable, CONTRACTOR will comply with the provisions of Education Code 45125 regarding the submission of fingerprints to the California Department of Justice and the completion of criminal background investigations of the CONTRACTOR and/or its employees.

   Contractor agrees to hold harmless and to indemnify District for:

   Any injury to person or property sustained by Contractor or by any person, firm or corporation employed directly or indirectly by the Contractor or by any of the individuals participating in or associated with him or her, however caused; and any injury to person or property sustained by any person, firm or corporation, caused by act, neglect, default or omission of Contractor, or any person, firm or corporation directly or indirectly employed by Contractor upon or in connection with this Agreement, or any of the participants arising out of or in the course of their term of this Agreement, and Contractor at his or her own cost, expense and risk, shall defend any and all actions, suits or other legal proceedings that may be instituted against District for any such claim or demand, and pay or satisfy any judgment that may be rendered against District in any such action, suit or legal proceedings or the result thereof. Nothing herein provided shall be construed to require Contractor to hold harmless or indemnify District for liability or damages resulting from the negligence or willful act or omission of District or its officers, agents, or employees.

9. This Agreement is for the personal services of the Contractor, and the Contractor may not assign the performance of the services to any person or persons who are not parties to this Agreement, except for employees of the Contractor. None of the services covered by this Agreement shall be subcontracted without the prior written consent of the District, which will not be unreasonably withheld. Contractor shall be as fully responsible to the District for the negligent acts and omissions of its contractors and subcontractors, and of persons either directly or indirectly

employed by them, as it is for the negligent acts and omissions of persons directly employed by Contractor.

10. Contractor certifies that his or her current employer, if any, is fully cognizant of this Agreement and that payments hereunder are not in conflict with any federal, state, or local statutes, rules or regulations or with any policies of Contractor's current employer. Contractor covenants that neither it, nor any of its employees, agents, contractors or subcontractors has any interest, nor shall they acquire any interest, direct or indirect, in the subject of the Agreement, nor any other interest which would conflict in any manner or degree with the performance of its services hereunder. Contractor shall make all disclosures required by the District's conflict of interest code in accordance with the category designated by the District, unless the District determines in writing that Contractor's duties are more limited in scope than is warranted by the category designated by the District code and that a narrower disclosure category should apply. Contractor also agrees to make disclosure in compliance with the District conflict of interest code if, at any time after the execution of this Agreement, District determines and notifies Contractor in writing that Contractor's duties under this Agreement warrant greater disclosure by Contractor than was originally contemplated. Contractor shall make disclosures in the time, place and manner set forth in the conflict of interest code and as directed by the District.

11. District shall become the owner of, and entitled to, exclusive possession of all records, documents, graphs, photographic or other reproductions of any kind produced in the scope of services performed and no other uses thereof will be permitted except by permission of the District. Proprietary materials will be exempted from this clause.

12. Contractor shall keep itself fully informed of, shall observe and comply with, and shall cause any and all persons, firms or corporations employed by it or under its control to observe and comply with, applicable federal, state, county and municipal laws, ordinances, regulations, orders and decrees which in any manner affect those engaged or employed on the work described by this Agreement or the materials used or which in any way affect the conduct of the work.

13. Contractor shall not engage in unlawful employment discrimination. Such unlawful employment discrimination includes, but is not limited to, employment discrimination based upon a person's race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, gender, citizenship, or sexual orientation.

14. Contractor shall maintain and make available for inspection by the District and its auditors accurate records of all of its costs, disbursements, and receipts with respect to any work under this Contract. Such inspections may be made during regular office hours at any time until six (6) months after the final payments under this Agreement are made to the Contractor.

AGREED:

CONTRACTOR:

Joshua Brown
Contractor Signature 07/24/2026

CEO
Title

Contractor Signature

Title

TRACY UNIFIED SCHOOL DISTRICT:

District Authorized Signature

Date

01650005770111058008002542
Funding Source

District Office
Site/Department

Date Approved by the Board

TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Educational Services
DATE: July 22, 2026
SUBJECT: **Approve Agreement for Contract Services with Community Medical Centers for Mental Health Services at Tracy Independent Study Charter School for the 2026-2027 School Year**

BACKGROUND: Tracy Unified School District (TUSD) provides mental health services to all students who may be experiencing mental health challenges posing barriers to their academic performances and overall well-being. Social and emotional interventions in the school setting are necessary for students to access to be academically successful.

RATIONALE: Social and emotional interventions are a part of the multi-tiered system of supports, which TUSD uses as a framework to navigate student success. Tier 2 and 3 interventions are targeted and intensive behavioral health services for students who are struggling to meet academic, attendance, and/or behavioral standards within a school setting. TUSD will contract with Community Medical Centers to provide school-based mental health counseling to Tracy Independent Study Charter School. This effort is in alignment with TUSD's LCAP Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and /or career goals; and Goal #3: Apply fiscal operational and community resource to ensure a safe learning environment that supports staff and students.

FUNDING: The total cost for Community Medical Centers services will not exceed $54,720.00. Services will be paid for using TUSD LCAP funds.

RECOMMENDATION: Approve Agreement for Contract Services with Community Medical Centers for Mental Health Services at Tracy Independent Study Charter School for the 2026-27 School Year.

Prepared by: Samia Basravi, Coordinator of Prevention Services.

COMMUNITY
Medical Centers

AGREEMENT FOR SPECIAL CONTRACT SERVICES

2026 - 2027 School Year Mental Health Services

This agreement, by and between **Tracy Unified School District**, with a principal address of 1875 W. Lowell Avenue, Tracy, CA 95376 (hereinafter "District") and **Community Medical Centers, Inc.** (CMC), a California non-profit corporation with a principal address of 7210 Murray Drive, Stockton, CA 95210 (hereinafter "Contractor"), (hereinafter individually "Party" or jointly "Parties"), is for consultant or special services to be performed by a non-employee of the District.

District and Contractor, herein named, do mutually agree to the following terms and conditions:

1. Contractor shall perform the following duties:

   A. Provide **school-based mental health services** during the **2026 -2027 School Year** to be held August 17, 2026 to May 27, 2027 per the dates, hours, and locations specified on Exhibit A, Tracy Unified School District/Community Medical Centers 2026/2027 School Year Mental Health Schedule, attached hereto and incorporated herein by this reference.

   B. Submit a monthly Mental Health Referral Log and a Student Log for each school site along with monthly invoices.

   C. Ensure that Contractor's Providers must be a Marriage Family Therapist (MFT), Master of Social Work (MSW) interns, Licensed Clinical Social Worker (LCSW), Licensed Marriage Family Therapist (LMFT), or a registered Associate with the Board of Behavioral Sciences (BBS).

   Contractor shall do all work, attend all meetings, produce all reports and carry out all activities necessary for completion of the services described in this Paragraph 1 and Exhibit A (hereby "Services"). This Agreement and its exhibits shall be known as the "Agreement Documents." Terms set forth in any Agreement Document shall be deemed to be incorporated in all Agreement Documents as if set forth in full therein. In the event of conflict between terms contained in these Agreement Documents, the more specific term shall control. If any portion of the Agreement Documents shall be in conflict with any other portion, provisions contained in the Agreement shall govern over conflicting provisions contained in the exhibits to the Agreement.

2. In consideration of the Services performed by Contractor, District shall pay Contractor according to the following fee schedule:

   A. District shall pay Contractor a **total of Fifty Four thousand Seven hundred and Twenty dollars ($54,720.00).** Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.

   B. District **shall not** reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services..

   C. District shall make payment on MONTHLY BASIS UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District.

3. The terms of the agreement shall commence on **August 17, 2026**, and shall terminate on **May 27, 2027**.

This agreement may be terminated at any time during the term by either party upon thirty (30) days' written notice to the other party. .

4. Amendments, changes or modifications in the terms of this Agreement may only be made at any time by mutual written agreement between the parties hereto and shall be signed by the persons authorized to bind the parties hereto.

5. Contractor shall contact District's designee, **Samia Basravi, at (209) 830-3218,** with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.

6. Contractor enters into this Agreement as an independent contractor and not as an employee of the District. The Contractor shall have no power or authority by this Agreement to bind the District in any respect except as provided herein. Nothing in this Agreement shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by Contractor are employees, agents, contractors or subcontractors of Contractor and not of District. District shall not be obligated in any way to pay any wage claims or other claims made against Contractor by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this Agreement.

   A. CONTRACTOR shall be required to provide proof (Certificate of Insurance) of comprehensive general liability insurance coverage in the amount of one million dollars ($1,000,000.00) combined single limit per occurrence and Two Million Dollars ($2,000,000.00) general aggregate. A separate additional insured endorsement shall be provided to include the District and its officers, officials, employees, agents and volunteers as additional insured in the policy. It is agreed that insurance coverage provided by CONTRACTOR herein is endorsed as primary and noncontributory to any similar insurance or self-insurance carried by District. The District reserves the right to adjust its insurance requirements as needed.

   B. Contractor will have significant contact with students. If applicable, proof of professional liability insurance, to include one million dollars ($1,000,000.00) per occurrence for Sexual Abuse/ Molestation is also required. If applicable, Contractor will comply with the provisions of Education Code 45125 regarding the submission of fingerprints to the California Department of Justice and the completion of criminal background investigations of Contractor and/or its employees.

   Contractor agrees to hold harmless and to indemnify District for any liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injuries or damages are directly caused by an acts or omissions of Contractor, its officers, agents or employees. The duty to defend and the duty to indemnify are separate and distinct obligations. Contractor will not defend the District.

7. This Agreement is for the personal services of the Contractor and Contractor may not assign the performance of the services to any person or persons who are not parties to this Agreement except for employees of Contractor. None of the services covered by this Agreement shall be subcontracted without the prior written consent of the District, which will not be unreasonably withheld. Contractor shall be as fully responsible to the District for the negligent acts and omissions of its contractors and subcontractors, and of persons either directly or indirectly employed by them, as it is for the negligent acts and omissions of persons directly employed by Contractor.

8. Contractor certifies that their current employer, if any, is fully cognizant of this Agreement and that payments hereunder are not in conflict with any federal, state, or local statutes, rules or regulations or

with any policies of Contractor's current employer. Contractor covenants that neither it, nor any of its employees, agents, contractors or subcontractors has any interest, nor shall they acquire any interest, direct or indirect, in the subject of the Agreement, nor any other interest which would conflict in any manner or degree with the performance of its services hereunder. Contractor shall make all disclosures required by the District's conflict of interest code in accordance with the category designated by the District, unless the District determines in writing that Contractor's duties are more limited in scope than is warranted by the category designated by the District code and that a narrower disclosure category should apply. Contractor also agrees to make disclosure in compliance with the District conflict of interest code if, at any time after the execution of this Agreement, District determines and notifies Contractor in writing that Contractor's duties under this Agreement warrant greater disclosure by Contractor than was originally contemplated. Contractor shall make disclosures in the time, place and manner set forth in the conflict of interest code and as directed by the District.

9. All medical records are the property of Contractor, and information from patient records may be shared only with the written approval of the patient or their legal parent or guardian in accordance with federal and state laws and regulations.

10. Contractor shall keep itself fully informed of, shall observe and comply with, and shall cause any and all persons, firms or corporations employed by it or under its control to observe and comply with, applicable federal, state, county and municipal laws, ordinances, regulations, orders and decrees which in any manner affect those engaged or employed on the work described by this Agreement or the materials used or which in any way affect the conduct of the work.

11. Contractor shall not engage in unlawful employment discrimination. Such unlawful employment discrimination includes, but is not limited to, employment discrimination based upon a person's race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, gender, citizenship, or sexual orientation.

12. Subject to Section 9, contractor shall maintain and make available for inspection by the District and its auditors accurate records of all of its costs, disbursements and receipts with respect to any work under this Contract. Such inspections may be made during regular office hours at any time until six (6) months after the final payments under this Agreement are made to the Contractor.

AGREED:

Contractor:	Community Medical Centers, Inc.	**District:**	Tracy Unified School District
By:	_____	By:	_____
Name/Title:	Greg Diederich, CEO	Name/Title:	_____
Federal ID No.:	94-2437106	Date:	_____
Date:	7-22-2026		

_____
Department/Site Approval

_____
Budget Approval

_____
Date Approved by the Board

Exhibit A
Tracy Unified School District/Community Medical Centers, Inc.
2026–2027 School Year Mental Health Schedule

SCHOOL SITE	NUMBER OF DAYS OF SERVICE PER WEEK	TOTAL HOURS FOR THE YEAR
Tracy Independent Study Charter School	3	684

TOTAL COST FOR MENTAL HEALTH SERVICES @ $80/HR FOR 2026/2027 SCHOOL YEAR		**$54,720.00**

TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Educational Services
DATE: July 22, 2026
SUBJECT: **Approve Agreement for Contract Services with Operation Scholars to Provide Behaviorist Support for the 2026-2027 School Year**

BACKGROUND: Operations Scholars is dedicated to creating a safe and supportive environment where youth can explore their identity, build character, and achieve their academic and personal aspirations. Through comprehensive social and emotional counseling, behavioral services, and assessments, the program supports diverse students in their journey toward success. Committed to fostering resilience, self-advocacy, and essential life skills, Operations Scholars empowers students to thrive academically and develop into confident, goal-driven leaders in an ever-evolving world.

RATIONALE: Students who have experienced trauma or exhibit negative and disruptive behaviors are considered high-risk and encounter daily challenges. Operation Scholars will implement Tier 2 whole-child approach interventions to provide support both in and outside the classroom, as well as during before- and after-school programs. This service is designed to help students develop skills in stress management, impulse control, behavioral regulation, respect for others, self-discipline, social awareness, and other key areas that influence behavior. The services of this program are in alignment with TUSD's LCAP Goal# 1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or career goals.

FUNDING: Fees shall not exceed $160,160.00. Services will be paid with CYBHI Grant Funds.

RECOMMENDATION: Approve Agreement for Contract Services with Operation Scholars to Provide Behaviorist Support, for the 2026-2027 School Year.

Prepared by: Samia Basravi, Coordinator of Prevention Services.

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District" and Operation Scholars, hereinafter referred to as "Contractor," is for consultant or special services to be performed by a non-employee of the District. District and Contractor, herein named, do mutually agree to the following terms and conditions:

1. Contractor shall perform the following duties: Assign qualified Behaviorists to provide services across all Tracy Unified School District school sites. Each Behaviorist shall maintain an ongoing caseload of students requiring behavioral intervention and support while remaining available to respond to behavior-related incidents occurring on campus before, during, and after school hours, as needed. Behavioral support services shall not be limited to a predetermined number of students. Rather, services shall be provided based on District needs, provided that each Behaviorist's assigned caseload remains within a manageable capacity. Monthly invoices will need to be supported with student logs and a monthly log of referrals.

   Contractor shall do all work, attend all meetings, produce all reports and carry out all activities necessary for completion of the services described in this paragraph (1) AND OR [the attached hereto and incorporated herein by this reference as Exhibit "A".] This Agreement and its exhibits shall be known as the "Agreement Documents." Terms set forth in any Agreement Document shall be deemed to be incorporated in all Agreement Documents as if set forth in full therein. In the event of conflict between terms contained in these Agreement Documents, the more specific term shall control. If any portion of the Agreement Documents shall be in conflict with any other portion, provisions contained in the Agreement shall govern over conflicting provisions contained in the exhibits to the Agreement.

2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 2080 ( ) [X] **HOURS** [ ] **DAYS**, under the terms of this agreement at the following location All TUSD School Sites.

3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:

   a. District shall pay $ 77 per [X] **HOUR** [ ] **DAY** [ ] **FLAT RATE**, not to exceed a total of $ 160,160.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.

   b. District [ ] **SHALL** [X] **SHALL NOT** reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed $ 0.00 for the term of this agreement.

   c. District shall make payment on a [X] **MONTHLY PROGRESS BASIS** [ ] **SINGLE PAYMENT UPON COMPLETION OF THE DUTIES** and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.

4. The terms of the agreement shall commence on August 12, 2026, and shall terminate on May 27, 2027.

5. This agreement may be terminated at any time during the term by either party upon 30 days' written notice of termination delivered by certified mail, return receipt requested.

6. Amendments, changes or modifications in the terms of this Agreement may only be made at any time by mutual written agreement between the parties hereto and shall be signed by the persons authorized to bind the parties hereto.

7. Contractor shall contact the District's designee, Samia Basravi, at (209) 830-3218 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.

8. Contractor enters into this Agreement as an independent contractor and not as an employee of the District. The Contractor shall have no power or authority by this Agreement to bind the District in any respect except as provided herein. Nothing in this Agreement shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Contractor are employees, agents, contractors or subcontractors of the Contractor and not of the District. The District shall not be obligated in any way to pay any wage claims or other claims made against Contractor by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this Agreement.

   a. CONTRACTOR shall be required to provide proof (Certificate of Insurance) of comprehensive general liability insurance coverage in the amount of one million dollars ($1,000,000.00) combined single limit per occurrence; two million dollars ($2,000,000.00) general aggregate. A separate additional insured endorsement shall be provided to include the DISTRICT and its officers, officials, employees, agents and volunteers as additional insured in the policy. It is agreed that insurance coverage provided by CONTRACTOR herein is endorsed as primary and noncontributory to any similar insurance or self-insurance carried by DISTRICT. The DISTRICT reserves the right to adjust its insurance requirements as needed.

   b. Contractor [X] **WILL** [ ] **WILL NOT** have significant contact with students. If applicable, proof of professional liability insurance, to include one million dollars ($1,000,000.00) per occurrence for Sexual Abuse/Molestation is also required. If applicable, CONTRACTOR will comply with the provisions of Education Code 45125 regarding the submission of fingerprints to the California Department of Justice and the completion of criminal background investigations of the CONTRACTOR and/or its employees.

   Contractor agrees to hold harmless and to indemnify District for:

   Any injury to person or property sustained by Contractor or by any person, firm or corporation employed directly or indirectly by the Contractor or by any of the individuals participating in or associated with him or her, however caused; and any injury to person or property sustained by any person, firm or corporation, caused by act, neglect, default or omission of Contractor, or any person, firm or corporation directly or indirectly employed by Contractor upon or in connection with this Agreement, or any of the participants arising out of or in the course of their term of this Agreement, and Contractor at his or her own cost, expense and risk, shall defend any and all actions, suits or other legal proceedings that may be instituted against District for any such claim or demand, and pay or satisfy any judgment that may be rendered against District in any such action, suit or legal proceedings or the result thereof. Nothing herein provided shall be construed to require Contractor to hold harmless or indemnify District for liability or damages resulting from the negligence or willful act or omission of District or its officers, agents or employees.

9. This Agreement is for the personal services of the Contractor and Contractor may not assign the performance of the services to any person or persons who are not parties to this Agreement except for employees of Contractor. None of the services covered by this Agreement shall be subcontracted without the prior written consent of the District, which will not be unreasonably withheld. Contractor shall be as fully responsible to the District for the negligent acts and omissions of its contractors and subcontractors, and of persons either directly or indirectly

employed by them, as it is for the negligent acts and omissions of persons directly employed by Contractor.

10. Contractor certifies that his or her current employer, if any, is fully cognizant of this Agreement and that payments hereunder are not in conflict with any federal, state, or local statutes, rules or regulations or with any policies of Contractor's current employer. Contractor covenants that neither it, nor any of its employees, agents, contractors or subcontractors has any interest, nor shall they acquire any interest, direct or indirect, in the subject of the Agreement, nor any other interest which would conflict in any manner or degree with the performance of its services hereunder. Contractor shall make all disclosures required by the District's conflict of interest code in accordance with the category designated by the District, unless the District determines in writing that Contractor's duties are more limited in scope than is warranted by the category designated by the District code and that a narrower disclosure category should apply. Contractor also agrees to make disclosure in compliance with the District conflict of interest code if, at any time after the execution of this Agreement, District determines and notifies Contractor in writing that Contractor's duties under this Agreement warrant greater disclosure by Contractor than was originally contemplated. Contractor shall make disclosures in the time, place and manner set forth in the conflict of interest code and as directed by the District.

11. District shall become the owner of, and entitled to, exclusive possession of all records, documents, graphs, photographic or other reproductions of any kind produced in the scope of services performed and no other uses thereof will be permitted except by permission of the District. Proprietary materials will be exempted from this clause.

12. Contractor shall keep itself fully informed of, shall observe and comply with, and shall cause any and all persons, firms or corporations employed by it or under its control to observe and comply with, applicable federal, state, county and municipal laws, ordinances, regulations, orders and decrees which in any manner affect those engaged or employed on the work described by this Agreement or the materials used or which in any way affect the conduct of the work.

13. Contractor shall not engage in unlawful employment discrimination. Such unlawful employment discrimination includes, but is not limited to, employment discrimination based upon a person's race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, gender, citizenship, or sexual orientation.

14. Contractor shall maintain and make available for inspection by the District and its auditors accurate records of all of its costs, disbursements and receipts with respect to any work under this Contract. Such inspections may be made during regular office hours at any time until six (6) months after the final payments under this Agreement are made to the Contractor.

AGREED:

C.E.O / Behaviorist	
Contractor Signature / Title	Tracy Unified School District
92-3745845	
IRS Identification Number	Date
C.E.O / Behaviorist	
Title	Account Number to be Charged
4011 Shorelake, CRT, Stockton,	
Address	Department/Site Approval
CA, 95219	
	Budget Approval
	Date Approved by the Board

Rev. 06.23.16

TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Educational Services
DATE: July 21, 2026
SUBJECT: **Approve Master Contract Funding Increase for Non-Public School Stockton Educational Center for the 2025-2026 School Year**

BACKGROUND: Board approval is requested to contract with Non-Public School Stockton Educational Center. The District's Special Education administration would like to contract with Non-Public School Stockton Educational Center for the 2025-2026 school year to provide placement pursuant to students IEP (Individual Education Program). There is a contract in place that was approved on 6/10/2025.

RATIONALE: Districts must offer a continuum of services including, when necessary, placement at Non-Public schools. This agenda request supports District Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or careers; and District Strategic Goal #3: Apply fiscal, operational and community resources to ensure a safe learning environment that supports staff and student goals.

FUNDING: Additional funding increase will not exceed $157,335.00 for a total amount of $1,357,335.00 for the 2025-2026 school year. The Special Education contract expenses are funded through 602 funding for Special education, budgeted in account 01-6500-5750-1180-5800-800-2542.

RECOMMENDATION: Approve Master Contract Funding Increase for Non-Public School Stockton Educational Center for the 2025-2026 School Year.

Prepared by: Jason Davis, Director of Special Education.

TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Assoc. Supt. of Ed Services
DATE: July 13, 2026
SUBJECT: **Ratify Contract Service Agreement with Pawar Transportation for the 2026-2027 School Year**

BACKGROUND: Board approval is requested to contract with Pawar Transportation. The District's Special Education Department would like to contract with Pawar Transportation to provide transportation of special education students to a Non-Public school for the 2026-2027 school year. Ratification is necessary at this time to fulfill the district responsibility to offer transportation when regular transportation routes are unavailable.

RATIONALE: Districts must offer a continuum of services including, when necessary, placement at Non-Public Schools (NPS). This agenda request supports District Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or careers; and District Strategic Goal #3: Apply fiscal, operational and community resources to ensure a safe learning environment that supports staff and student goals.

FUNDING: Expense for this contract will be $300,000.00 for the 2026-2027 school year. Special Education contract expenses are funded through 602 funding for Special education, budgeted in account #01-6500-0-5770-1110-5800-800-2542.

RECOMMENDATION: Ratify Contract Service Agreement with Pawar Transportation for the 2026-2027 school year.

Prepared by: Jason Davis, Director of Special Education.

TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Educational Services
DATE: July 29, 2026
SUBJECT: **Approve Out of State Travel for District Administrators for the HRS Summit with Marzano Resources on the Topic of High Reliability Schools**

BACKGROUND: In the Tracy Unified School District's ongoing Continuous Improvement mission to reach unprecedented levels of academic excellence for our students, the District Leadership Team would like to continue to explore a strategic planning model to help our schools focus on specific, research-based conditions for continuous school improvement. With the guidance of Marzano's acclaimed HRS experts, TUSD will explore the five levels of high reliability, use data to identify and respond to our schools' needs, and ensure every student, teacher, and educator has the ability to succeed. The Marzano Resources Team will help District leaders to embed key processes, practices, and procedures designed to significantly improve staff performance and student achievement.

RATIONALE: In order to continue this process, we are seeking Governing Board Approval to travel out of state in January for the HRS Summit in San Antonio, TX. We believe that with the two professional developments workshops (September 1st to the 3rd and November 3rd to the 5th with Phil Warrick) and attending the HRS Summit this will help to instruct District Leaders on how to implement the HRS Framework.

This Agenda Item meets TUSD Goal #1 - Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or career goals and TUSD Goal #2 - Hire, support, develop, train, and sustain district employees who create a singleness of purpose focused on maximizing students' academic, social, and emotional potential.

FUNDING: Registration fee, airfare, lodging, meals and transportation costs not to exceed $90,000.00 and will be funded by the District's Title 1 Carryover

RECOMMENDATION: Approve Out-of-State Travel for District Administrators for the HRS Summit with Marzano Resources on the Topic of High Reliability Schools.

Prepared by: Dr. Michael Bunch, Director of Continuous Improvement, State & Federal Programs.

MARZANO Resources

Quote

555 North Morton St
Bloomington IN 47404
United States

Phone: 888-849-0851
Fax: 866-801-1447

www.MarzanoResources.com

#QM105538
7/29/2026

Bill To

Tracy Unified School District
1875 W Lowell Ave
Tracy CA 95376
United States

Ship To

Tracy Unified School District
1875 W Lowell Ave
Tracy CA 95376
United States

TOTAL

$11,835.00

Prices subject to change without notice.

PO #	Terms	Customer ID	Shipping Method
	Net 30	164513	

Item	Rate	Quantity	Extension
CFL048 2027 HRS Summit San Antonio, TX Jan 11-13	$789.00	15	$11,835.00

Events reach capacity quickly. Please confirm your registration before making travel plans.
****
This quote is provided to assist you in either issuing a purchase order or in sending a check in payment for the conference registrations. All purchase orders must note payment terms of "Net 30 days" from the date of invoice in order to be processed. We will process the registrations as soon as possible after receipt of your payment. Please send a copy of your purchase order to registration@solutiontree.com
****
Please note: This document does not confirm registration. Registrations are not guaranteed until a purchase order or other form of payment is received. Please do not make travel arrangements until your registrations have been confirmed.

****
Our cancellation policy will take effect once payment is confirmed:
Cancellations more than 90 days prior to the event will require a $75 fee per registration.
Cancellations between 10 and 90 days prior will require half of the registration fee per registration.
No refunds for cancellations less than 10 days prior to the event. Cancellation policy applies to all requested transfers.

Credit card orders exceeding $5,000 will be subject to a 2.6% surcharge, where applicable by law. This fee is not greater than our cost of card acceptance and does not apply to debit or prepaid cards.

Subtotal	Sales Tax Total	Shipping Cost	Total
$11,835.00	$0.00	$0.00	$11,835.00

TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Educational Services
DATE: July 13, 2026
SUBJECT: **Ratify Independent Educational Evaluation (IEE) Agreement with Lucid Psychology PC**

BACKGROUND: The Special Education Department would like to initiate a contract with Lucid Psychology PC for an Independent Education Evaluation (IEE). Ratification is necessary at this time to fulfill district responsibility to allow for agreed upon assessors of parent's choosing per applicable laws and stay compliant with the statutory timelines.

RATIONALE: Tracy Unified School District must offer a continuum of services including IEEs to students with exceptional needs. This request supports District Strategic Goal #3: Apply fiscal, operational and community resources to ensure a safe learning environment that supports staff and student goals.

FUNDING: Expenses for this contract and the total cost will not exceed a total of $8,250.00. Special Education contract expenses are funded through 602 funding for Special Education, budgeted in account # 01-6500-0-5770-1110-5800-800-2542.

RECOMMENDATION: Ratify Independent Educational Evaluation (IEE) Agreement with Lucid Psychology PC .

Prepared by: Jason Davis, Director of Special Education.

INDEPENDENT EDUCATIONAL EVALUATION AGREEMENT

This Agreement for Services ("Agreement") is made and entered into as of the 1 day of July 2026, by and between the Tracy Unified School District ("District") and Lucid Psychology PC ("Consultant"), (together, "Parties").

RECITALS

WHEREAS, District is a public school district.

WHEREAS, Public Contract Code section 20111, subdivision (d), provides that professional services, requiring specialized knowledge, training, or skill, are not subject to public bidding requirements.

WHEREAS, Consultant is specially trained and experienced and competent to perform the services required by District.

WHEREAS, District has agreed to pay Consultant to conduct an independent educational evaluation ("IEE"), in accordance with 34 C.F.R. section 300.502, on a District student, hereinafter referred to as Student A.

WHEREAS, District is in need of those services.

WHEREAS, Consultant is free from the control and direction of District in connection with the performance of the Services (as defined below), both under the Agreement and in fact; Consultant's Services are outside the usual course of District's business; and Consultant is customarily engaged in an occupation of the same nature as that involved in the Services.

NOW, THEREFORE, the Parties agree as follows:

TERMS

1. **Services.** Consultant shall provide services as further described ("Services"):

   1.1. Coordinate with District personnel to schedule, in a timely manner, an assessment of Student A.

   1.2. Conduct a comprehensive independent assessment, including record review, of Student A that meets the requirements of the Individuals with Disabilities Education Act ("IDEA") and state law.

   1.3. Prepare a formal, written assessment report regarding the results of the independent educational evaluation, including the assessor's opinions and recommendations as they pertain to Student A.

   1.4. Provide the District with a copy of the IEE report and all testing protocols at completion of the assessment.

   1.5. Attend and participate in an IEP team meeting(s) required to review and consider the IEE report for Student A.

2. **Term.** Consultant shall commence providing services under this Agreement on July 1, 2026, and will diligently perform as required and complete performance by December 17, 2026, unless this Agreement is terminated and/or otherwise cancelled prior to that time.

3. **Validity of Agreement**. This Agreement shall not be a valid contract until it is approved or ratified by District's Governing Board and signed by the Parties. Should Consultant begin performing Services in advance of approval by the Board, any Services so performed in advance of the approval date will be provided at Consultant's risk.

4. **Compensation**. District agrees to pay Consultant for services rendered pursuant to this Agreement a total fee not to exceed Eight Thousand Two-Hundred Fifty dollars ($8,250.00). District shall pay Consultant according to the following terms and conditions:

   4.1. Services billed at a Flat Rate of ($8,250.00) dollars. Payment for the Services shall be made for all undisputed amounts based upon the delivery of the work product. Payment shall be made within thirty (30) days after Consultant submits an invoice to District for Services actually completed.

   4.2. **Expenses**. District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing Services for District.

5. **Materials**. Consultant shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement.

6. **Independent Contractor**. Consultant, in the performance of this Agreement, shall be and act as an independent contractor. Consultant represents and warrants that: (i) Consultant is free from the control and direction of District in connection with the performance of the Services, both under the Agreement and in fact; (ii) Consultant's Services are outside the usual course of District's business; and (iii) Consultant is customarily engaged in an occupation of the same nature as that involved in the Services.

   Consultant understands and agrees that he shall not be considered an employee of District, and is not entitled to benefits of any kind or nature normally provided employees of District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. Consultant shall assume full responsibility for payment of all federal, state and local taxes or contributions.

7. **Termination for Convenience**. This Agreement may be terminated by the District without cause, at any time, by giving three (3) calendar days' written notice.

8. **Indemnification**. To the furthest extent permitted by California law, Consultant shall defend, indemnify, and hold harmless the District, its agents, representatives, officers, consultants, employees, and volunteers (the "Indemnified parties") from any and all demands, losses, liabilities, claims, suits, and actions (the "claims") of any kind, nature, and description, including, but not limited to, attorneys' fees and costs, directly or indirectly arising from personal or bodily injuries, death, property damage, or otherwise arising out of, connected with, or resulting from the performance of this Agreement unless the claims are caused wholly by the sole negligence or willful misconduct of the indemnified parties. The District shall have the right to accept or reject any legal representation that Contractor proposes to defend the District.

9. **Insurance**. Consultant shall purchase and maintain policies of insurance with an insurer or insurers, qualified to do business in the State of California and acceptable to District which will protect Consultant and District from claims which may arise out of or result from Consultant's actions or inactions relating to the Agreement, whether such actions or inactions be by themselves or by any subcontractor or by anyone directly or indirectly

employed by any of them, or by anyone for whose acts any of them may be liable. The aforementioned insurance shall include coverage for:

9.1. General Liability: One million dollars ($1,000,000) per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately or the general aggregate limit shall be twice the required occurrence limit.

9.2. Automobile Liability: One million dollars ($1,000,000) per accident for bodily injury and one million dollars ($1,000,000) for property damage.

9.3. Workers' Compensation and Employer's Liability: Workers' compensation limits as required by the Labor Code of the State of California.

9.4. *There shall be no separate sub-limits lower than one million dollars ($1,000,000) for **sexual misconduct or molestation** related claims. If the policy contains such sub-limits, Contractor shall provide a separate policy with minimum limits of one million dollars ($1,000,000) covering such exposures.*

9.5. Each policy of insurance required above shall name District and its officers, agents and employees as additional insureds; shall state that, with respect to the operations of Consultant hereunder, such policy is primary and any insurance carried by District is excess and non-contributory with such primary insurance; shall state that not less than thirty (30) days written notice shall be given to District prior to cancellation; and, shall waive all rights of subrogation. Consultant shall notify District in the event of material change in, or failure to renew, each policy. Prior to commencing work, Consultant shall deliver to District certificates of insurance as evidence of compliance with the requirements herein.

10. **Limitation of Liability.** Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.

11. **Confidentiality.** Consultant shall maintain the confidentiality of all information received in the course of performing the Services in accordance with the Family Educational Rights and Privacy Act ("FERPA") and other applicable privacy laws. Consultant shall use such information solely for the purpose of performing the services outlined in this Agreement. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.

12. **Fingerprinting.** The Fingerprinting/Criminal Background Investigation Certification must be completed and attached to this Agreement prior to Consultant's performing of any portion of the Services.

13. **Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties. This Agreement may be amended or modified only by a written instrument executed by both Parties.

14. **California Law.** This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of

the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in the county in which the District's administrative offices are located. Consultant shall comply with all claims presentation requirements as provided in Chapter 1 (commencing with section 900) and Chapter 2 (commencing with section 910) of Part 3 of Division 3.6 of Title 1 of Government Code as a condition precedent to the Consultant's right to bring a civil action against the District. Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees

15. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. A facsimile or electronic signature shall be deemed to be the equivalent of the actual original signature. All counterparts so executed shall constitute one Agreement binding all the Parties hereto.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date indicated below.

Dated: _____, 2026	Dated: 7/14/ _____, 2026
Tracy Unified School District	**Lucid Psychology PC**
By: _____	By: _____
Print Name: Tania Salinas	Print Name: Narges Izadi
Print Title: Associate Superintendent	Print Title: Licensed Ed. Psychologist

TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Educational Services
DATE: July 20, 2026
SUBJECT: **Approve Agreement for Special Contract Services with Marzano Resources for Professional Development for District Administrators on the Topic of High Reliability Schools**

BACKGROUND: In the Tracy Unified School District's ongoing Continuous Improvement mission to reach unprecedented levels of academic excellence for our students, the District Leadership Team would like to continue to explore a strategic planning model to help our schools focus on specific, research-based conditions for continuous school improvement. The Marzano Research Company is a highly renowned resource that provides Districts the necessary assistance, training, and resources to allow Districts to adopt and then implement the High Reliability Schools (HRS) Methods. With the guidance of Marzano's acclaimed HRS experts, TUSD will explore the five levels of high reliability, use data to identify and respond to our schools' needs, and ensure every student, teacher, and educator has the ability to succeed. The Marzano Resources Team will help District leaders to embed key processes, practices, and procedures designed to significantly improve staff performance and student achievement.

Our District Leadership Team is committed to gaining understanding, inspiration, and strategies by beginning a High Reliability School (HRS) professional learning program focused on TUSD becoming a High Reliability District.

RATIONALE: In order to continue this process, we are seeking Governing Board approval to contract with Marzano Resources to have Dr. Phil Warrick provide two Fall workshops of Professional Learning Sessions on the topic of *Five Big Ideas for Leading a High Reliability School,* September 1st to the 3rd, and November 3rd to the 5th. At these trainings, Dr. Warrick will instruct District Leaders/Admin on the HRS Frameworks:

Develop your school's capacity to become a certified High Reliability School.

The High Reliability Schools Coaching Academy is specially designed to prepare teams of educators to lead their school in mastering all five levels of the Marzano High Reliability Schools framework, with an emphasis on the first three levels.

- Level 1: Safe, Supportive, and Collaborative Culture
- Level 2: Effective Teaching in Every Classroom
- Level 3: Guaranteed and Viable Curriculum
- Level 4: Standards-Referenced Reporting
- Level 5: Competency-Based Education

The Marzano High Reliability Schools framework does not add new initiatives to school efforts. Many schools are already implementing a wide range of effective initiatives, and many educators are already practicing research-based strategies. The HRS framework does not replace professional learning communities, the Art and Science of Teaching framework, teacher evaluation and development, sound curriculum (including those aligned with the Common Core State Standards), vocabulary instruction, instruction in critical thinking and reasoning skills, formative assessment, standards-based grading and reporting systems, or student mastery systems.

Instead, this framework shows how best practices work together and provides indicators to empower districts and schools to measure their progress on attaining five increasing levels of reliability: Competency-based Education; Standards-referenced Reporting; Guaranteed and Viable Curriculum; Effective Teaching in every classroom; and a Safe, Supportive and Collaborative Culture.

Using the framework and indicators, Our District and schools can drive permanent, positive, and significant impacts on student achievement by synthesizing multiple complex initiatives into one harmonious system, therefore meeting and exceeding District Goals, and Initiatives.

This Agenda Item meets TUSD Goal #1 - Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or career goals and TUSD Goal #2 - Hire, support, develop, train, and sustain district employees who create a singleness of purpose focused on maximizing students' academic, social, and emotional potential.

FUNDING: The cost, not to exceed $54,000.00, will be funded by Title 1 Carryover.

RECOMMENDATION: Approve Agreement for Special Contract Services with Marzano Resources for Professional Development for District Administrators on the Topic of High Reliability Schools with Phil Warrick.

Prepared by: Dr. Michael Bunch, Director of Continuous Improvement, State & Federal Programs.

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TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and Marzano Resources, hereinafter referred to as "Contractor," is for consultant or special services to be performed by a non-employee of the District. District and Contractor, herein named, do mutually agree to the following terms and conditions:

1. Contractor shall perform the following duties:

   Provide 6 (six) full Professional Development days by Phil Warrick regarding the HRS framework for District and Site Administrators. Dates are September 1st - 3rd and November 3rd - 5th, 2026.
   PLEASE REFER TO MARZANO RESOURCES PURCHASE AGREEMENT - Exhibit A

   Contractor shall do all work, attend all meetings, produce all reports and carry out all activities necessary for completion of the services described in this paragraph (1) AND OR [the attached hereto and incorporated herein by this reference as Exhibit "A".] This Agreement and its exhibits shall be known as the "Agreement Documents." Terms set forth in any Agreement Document shall be deemed to be incorporated in all Agreement Documents as if set forth in full therein. In the event of conflict between terms contained in these Agreement Documents, the more specific term shall control. If any portion of the Agreement Documents shall be in conflict with any other portion, provisions contained in the Agreement shall govern over conflicting provisions contained in the exhibits to the Agreement.

2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of Six (6) DAYS, under the terms of this agreement at the following location Tracy Unified School District.

3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule: 1 Attach Fee Schedule or Addendum (if applicable)

   a. District shall pay $9,000.00 per DAY, not to exceed a total of $54,000.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.

   b. District SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed $0.00 for the term of this agreement.

   c. District shall make payment on a SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.

4. The terms of the agreement shall commence on 09/01/2026, and shall terminate on 11/05/2026.

5. This agreement may be terminated at any time during the term by either party upon 30 days' written notice of termination delivered by certified mail, return receipt requested.

6. Amendments, changes or modifications in the terms of this Agreement may only be made at any time by mutual written agreement between the parties hereto and shall be signed by the persons authorized to bind the parties hereto.

7. Contractor shall contact the District's designee, Dr. Michael Bunch, at 209-830-3210 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.

8. Contractor enters into this Agreement as an independent contractor and not as an employee of the District. The Contractor shall have no power or authority by this Agreement to bind the District in any respect except as provided herein. Nothing in this Agreement shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Contractor are employees, agents, contractors or subcontractors of the Contractor and not of the District. The District shall not be obligated in any way to pay any wage claims or other claims made against Contractor by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this Agreement.

   a. CONTRACTOR shall be required to provide proof (Certificate of Insurance) of comprehensive general liability insurance coverage in the amount of one million dollars ($1,000,000.00) combined single limit per occurrence; two million dollars ($2,000,000.00) general aggregate. A separate additional insured endorsement shall be provided to include the DISTRICT and its officers, officials, employees, agents and volunteers as additional insured in the policy. It is agreed that insurance coverage provided by CONTRACTOR herein is endorsed as primary and noncontributory to any similar insurance or self-insurance carried by DISTRICT. The DISTRICT reserves the right to adjust its insurance requirements as needed.

   b. Contractor WILL NOT have significant contact with students. If applicable, proof of professional liability insurance, to include one million dollars ($1,000,000.00) per occurrence for Sexual Abuse/Molestation is also required. If applicable, CONTRACTOR will comply with the provisions of Education Code 45125 regarding the submission of fingerprints to the California Department of Justice and the completion of criminal background investigations of the CONTRACTOR and/or its employees.

   Contractor agrees to hold harmless and to indemnify District for:

   Any injury to person or property sustained by Contractor or by any person, firm or corporation employed directly or indirectly by the Contractor or by any of the individuals participating in or associated with him or her, however caused; and any injury to person or property sustained by any person, firm or corporation, caused by act, neglect, default or omission of Contractor, or any person, firm or corporation directly or indirectly employed by Contractor upon or in connection with this Agreement, or any of the participants arising out of or in the course of their term of this Agreement, and Contractor at his or her own cost, expense and risk, shall defend any and all actions, suits or other legal proceedings that may be instituted against District for any such claim or demand, and pay or satisfy any judgment that may be rendered against District in any such action, suit or legal proceedings or the result thereof. Nothing herein provided shall be construed to require Contractor to hold harmless or indemnify District for liability or damages resulting from the negligence or willful act or omission of District or its officers, agents or employees.

9. This Agreement is for the personal services of the Contractor and Contractor may not assign the performance of the services to any person or persons who are not parties to this Agreement except for employees of Contractor. None of the services covered by this Agreement shall be subcontracted without the prior written consent of the District, which will not be unreasonably withheld. Contractor shall be as fully responsible to the District for the negligent acts and omissions of its contractors and subcontractors, and of persons either directly or indirectly

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employed by them, as it is for the negligent acts and omissions of persons directly employed by Contractor.

10. Contractor certifies that his or her current employer, if any, is fully cognizant of this Agreement and that payments hereunder are not in conflict with any federal, state, or local statutes, rules or regulations or with any policies of Contractor's current employer. Contractor covenants that neither it, nor any of its employees, agents, contractors or subcontractors has any interest, nor shall they acquire any interest, direct or indirect, in the subject of the Agreement, nor any other interest which would conflict in any manner or degree with the performance of its services hereunder. Contractor shall make all disclosures required by the District's conflict of interest code in accordance with the category designated by the District, unless the District determines in writing that Contractor's duties are more limited in scope than is warranted by the category designated by the District code and that a narrower disclosure category should apply. Contractor also agrees to make disclosure in compliance with the District conflict of interest code if, at any time after the execution of this Agreement, District determines and notifies Contractor in writing that Contractor's duties under this Agreement warrant greater disclosure by Contractor than was originally contemplated. Contractor shall make disclosures in the time, place and manner set forth in the conflict of interest code and as directed by the District.

11. District shall become the owner of, and entitled to, exclusive possession of all records, documents, graphs, photographic or other reproductions of any kind produced in the scope of services performed and no other uses thereof will be permitted except by permission of the District. Proprietary materials will be exempted from this clause.

12. Contractor shall keep itself fully informed of, shall observe and comply with, and shall cause any and all persons, firms or corporations employed by it or under its control to observe and comply with, applicable federal, state, county and municipal laws, ordinances, regulations, orders and decrees which in any manner affect those engaged or employed on the work described by this Agreement or the materials used or which in any way affect the conduct of the work.

13. Contractor shall not engage in unlawful employment discrimination. Such unlawful employment discrimination includes, but is not limited to, employment discrimination based upon a person's race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, gender, citizenship, or sexual orientation.

14. Contractor shall maintain and make available for inspection by the District and its auditors accurate records of all of its costs, disbursements and receipts with respect to any work under this Contract. Such inspections may be made during regular office hours at any time until six (6) months after the final payments under this Agreement are made to the Contractor.

AGREED:

DocuSigned by:
Kate Weber

Contractor Signature

Director of Professional Development

Title

Business Services Reviews

Tracy Unified School District

Date

01-3010-0-1110-2140-5800-800-2744

Funding Source

District Office

Site/Department:

Date Approved by the Board

Rev. 10.28.15

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MARZANO Resources

Marzano Resources
Purchase Agreement

Effective as of the last date of signature below, Marzano Resources, LLC ("Marzano Resources"), located at 555 N. Morton St., Bloomington, IN 47404, and Tracy Unified School District ("Customer"), located at 1875 W Lowell Ave., Tracy, CA 95376-2262 agree as follows:

1. **Purchase Summary:** Customer will purchase and Marzano Resources will provide the products and services described below. Customer will provide Marzano Resources with a purchase order for the full amount due under this Agreement, including any applicable taxes. All payments will be due net 30 days from actual date of invoice with all past due invoices subject to monthly finance charges as allowed by law.

Description	Payment	Expected Invoice Date
Professional Development Services (Non-refundable 20% Deposit)	WAIVED	WAIVED
Professional Development Services (Remainder)	$54,000.00	Incrementally after each date
Total	$54,000.00	

2. **Professional Development Services:** Marzano Resources will provide a presenter to perform the professional development services described in Exhibit A. Except for any pre-printed binders or other materials Marzano Resources provides, Customer will reproduce any handouts and other print materials related to the services. Customer will provide a venue, audio/video equipment, and technical support capable of receiving and displaying all onsite or virtual sessions.

3. **General Terms**

3.1. Intellectual Property: Customer acknowledges that all tangible or electronic presentation materials, handouts, and/or program books used in conjunction with services performed under this Agreement are pre-existing and that no materials will be developed specifically for Customer. All previously owned rights will be retained, and Customer may not reproduce any materials not designated reproducible without express written permission. All audio, video, and digital recording of the services by Customer is prohibited.

3.2. Authorization: Customer warrants that it has gone through all required approval and procurement processes related to a purchase of this size and that Customer's signatory has the authority to bind Customer to the terms of this Agreement.

3.3. Force Majeure: If an event beyond the parties' control makes performance impossible, illegal, or commercially impracticable by preventing services from occurring as scheduled, the parties will use best efforts to reschedule or make substitutions for affected services or products. If performance is prevented entirely, neither party will have any further liability to the other party for the prevented performance. All unaffected obligations will remain in place.

MARZANO Resources

3.4. Termination: Marzano Resources may terminate this Agreement if Customer does not provide a purchase order at least 30 days before the first scheduled date. If Customer seeks to cancel any services within 90 days of the scheduled date for any reason but Force Majeure and Marzano Resources agrees to such cancellation, Customer will reimburse Marzano Resources for any reasonable business expenses incurred in anticipation of performance of this Agreement that exceed the amount of the deposit.

3.5. Entire Agreement: This Agreement, any purchase orders issued pursuant to this Agreement, any RFP in place between the parties, any other written agreement executed by the parties for the same services included in this Agreement, and any exhibits attached hereto constitute the entire agreement of the parties and supersede any prior or contemporaneous written or oral understanding or agreement. No waiver or modification of any of the terms of the Agreement will be effective unless made in writing and signed by both parties, and the unenforceability, invalidity, or illegality of any provision of this Agreement will not render the other provisions unenforceable, invalid, or illegal. Any waiver by either party of any default or breach hereunder will not constitute a waiver of any provision of this Agreement or of any subsequent default or breach of the same or a different kind.

This Agreement is acknowledged and accepted by Customer and Marzano Resources:

By: _____
Tania Salinas Date
Assoc Superintendent-Business Services
Tracy Unified School District

By: DocuSigned by: Kate Weber 7/22/2026
Kate Weber Date
Director of Professional Development
Marzano Resources

Docusign Envelope ID: B7EEE62B-A9C8-8C7D-80D5-26E8152577EA

MARZANO Resources

Exhibit A
Description of Services

Service 1
Proposed Date(s): September 1-3, 2026
Topic: Five Big Ideas for Leading a High Reliability School
Format: Onsite(up to 6 hours per day)
Cost: $27,000.00

Service 2
Proposed Date(s): November 3-5, 2026
Topic: Five Big Ideas for Leading a High Reliability School
Format: Onsite(up to 6 hours per day)
Cost: $27,000.00

TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Educational Services
DATE: July 23, 2026
SUBJECT: **Ratify Master Contract for Point Quest Education, NPS for the 2026-2027 School Year**

BACKGROUND: Board approval is requested to contract with Non-public school (NPS) placement of Special Education students at Point Quest Education. The District's Special Education administration would like to contract with Point Quest Education for the 2026-2027 school year to provide placement pursuant to students and their IEP. Ratification is necessary to remain compliant with the IEP.

RATIONALE: Districts must offer a continuum of services including, when necessary, placement at Non-Public schools. This agenda request supports District Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or careers; and District Strategic Goal #3: Apply fiscal, operational and community resources to ensure a safe learning environment that supports staff and student goals.

FUNDING: Expenses for 2026-2027 regular school year and related services will not exceed $320,000.00. Special Education contract expenses are funded through 602 funding for Special Education and budgeted into account 01-6500-0-5750-1180-5800-800-2542.

RECOMMENDATION: Ratify Master Contract (MC) for Point Quest Education for the 2026-2027 School Year.

Prepared by: Jason Davis, Director of Special Education.

TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Educational Services
DATE: July 13, 2026
SUBJECT: **Ratify Master Contract with Non-Public School Sierra Vista Child & Family Services (Kirkbaucher) for the 2026-2027 School Year**

BACKGROUND: Board approval is requested to contract with Non-Public School Sierra Vista Child & Family Services. The District's Special Education administration would like to contract with Non-Public School Sierra Vista Child & Family Services for the 2026-2027 school year to provide placement pursuant to students IEP (Individual Education Program). Approval is necessary to remain compliant with the IEP. Ratification is necessary at this time due to placement of students at the facility.

RATIONALE: Districts must offer a continuum of services including, when necessary, placement at Non-Public schools. This agenda request supports District Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or careers; and District Strategic Goal #3: Apply fiscal, operational and community resources to ensure a safe learning environment that supports staff and student goals.

FUNDING: Expense for this contract will be $1,615,000.00 for the 2026-2027 school year. Special Education contract expenses are funded through 602 funding for Special education, budgeted in account #01-6500-0-5770-1110-5800-800-2542.

RECOMMENDATION: Ratify Master Contract with Non-Public School Sierra Vista Child & Family Services (Kirkbaucher) for the 2026-2027 School Year.

Prepared by: Jason Davis, Director of Special Education.

TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Bowell, Associate Superintendent of Educational Services
DATE: July 22, 2026
SUBJECT: **Approve Agreement with SJCOE Language and Literacy Department to Provide ELL/ELD Trainings to TUSD Staff for the 2026-2027 School Year**

BACKGROUND: High-leverage English Language Development (ELD) strategies are essential to advancing English language proficiency, academic achievement, and college and career readiness for English Learners (ELs). Aligned to California ELD Standards, these strategies support students' progress toward English proficiency and reclassification. Through its longstanding partnership with the San Joaquin County Office of Education (SJCOE), Tracy Unified School District (TUSD) has developed Interactive Read-Aloud (IRA) resources for students in grades PK–2 and is currently expanding this work through the development of Text Deconstruction/Reconstruction strategies for students in grades 3–12.

TUSD and SJCOE have collaborated for many years to support administrators and teachers through the district's English Learner Task Force. During the 2026–27 school year, this work will transition to a Long-Term English Learner (LTEL) Task Force focused on reviewing California School Dashboard data, including newly reported LTEL metrics, and developing targeted strategies and improvement plans to increase achievement and engagement for LTEL students. The task force will also support site administrators in preparing for the implementation of the Observation Protocol for Teachers of English Learners (OPTEL), a tool designed to strengthen instructional practices and support for English Learners.

In preparation for the launch of TUSD's Dual Language Immersion (DLI) program in the 2027 28 school year, SJCOE will provide guidance and professional learning for educators developing the program and curriculum, with an emphasis on evidence-based instructional practices for multilingual learners. Additionally, SJCOE will deliver professional development for paraeducators on effective supports for English Learners and provide training for site administrators on how to effectively guide and support paraeducator implementation. This partnership will strengthen districtwide capacity to meet the needs of English Learners and Long-

Term English Learners while supporting the successful implementation of future instructional initiatives.

RATIONALE: Tracy Unified School District (TUSD) has continually trained teachers and staff PK-12th grade using high-level English Learner instructional strategies in their classrooms. These instructional strategies have provided clear, practical strategies promoting positive, effective interactions between students and between teachers and students. This agenda item meets District Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or career goals; and District Strategic Goal #2: Hire, support, develop, train, and sustain District employees who create a singleness of purpose focused on maximizing students' academic, social, and emotional potential.

FUNDING: The cost for this partnership and support which will be funded by Title III is as follows: Five (5) ELD Steering Committee days focusing on a continuum of Text Deconstruction/Reconstruction; (5) half-days LTEL Task force to support with the focus on our LTEL population. (9) days of high leveraged effective strategies for EL to our DLI and bilingual teachers. (2) days of paraprofessional training. Administrator training on how to effectively maximize paraprofessionals at their site. All services are estimated at a cost of $50,900.

RECOMMENDATION: Approve Agreement with SJCOE Language and Literacy Department to Provide ELL/ELD Trainings to TUSD Staff for the 2026-2027 School Year.

Prepared by: Jose Jimenez, District EL Program Coordinator.

SAN JOAQUIN COUNTY OFFICE OF EDUCATION
Troy A. Brown, Ed.D., County Superintendent of Schools

P.O. Box 213030
Stockton, CA 95213-9030
(209) 468-4800
www.sjcoe.org

'MEMORANDUM OF UNDERSTANDING

SAN JOAQUIN COUNTY OFFICE OF EDUCATION
and
Tracy Unified SCHOOL DISTRICT

This Agreement by and between the San Joaquin County Office of Education, hereinafter referred to as "SJCOE," and Tracy Unified School District, hereinafter referred to as "TUSD," is to provide professional learning for the 2026-2027 school year focused on ELD Steering Committee, LTEL Task Force, EL Literacy Coach Consultations, Paraprofessional Professional Learning, EL Professional Learning for Admin Team

The two parties, SJCOE and TUSD, mutually agree to the following terms and conditions for the 2026-2027school year.

I. SCOPE OF WORK
   a. SJCOE Language & Literacy Department will provide the following services:

Specific Days and Times:

Date(s)	Topic	# of PD Days	Total Cost
8/25/26 8/26/26	Paraprofessional Training 2 half days training ($1000/day) with 2 days of preparation ($1200/day)	2	$4,400
9/24/26 11/19/26 1/28/26 3/18/26 5/6/26	ELD Steering Committee 5 full days of facilitating and training ($1500/day) with 5 days of reviewing materials ($1200/day)	5	$13,500
9/24/26 11/19/26 1/28/26 3/18/26 5/6/26	LTEL Task Force 5 half days training ($1300/day)	5	$6,500
TBD	Admin Turnkey Training: how to effectively maximize Para power 1 - 1.5 hrs training ($1000/session) with 1 day of preparation ($1200/day)	1	$2,200
TBD	High Leverage Effective Strategies for English Learners 9 full days sessions ($1500) with preparation ($1200)	9	$24,300
Total Cost			**$50,900**

P.O. Box 213030
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www.sjcoe.org

II. TERMS OF AGREEMENT

a. This agreement will be in effect from July 1, 2026 – June 30, 2027.

III. COMPENSATION

a. Professional learning costs (which include preparation, travel, and materials).
   i. TUSD will pay SJCOE Language & Literacy Department in the amount of $50,900 within thirty (30) days of receipt of the invoice from SJCOE.

IV. CHANGES TO THE MEMORANDUM

a. Changes regarding the dates of provision or the scope and/or nature of these services must be made by mutual agreement.

V. CERTIFICATION OF NON-EMPLOYEE STATUS:

a. SJCOE certifies that at all times SJCOE is acting as an independent contractor and not as an employee of Tracy Unified School District. Tracy Unified School District agrees to indemnify and hold harmless the County Superintendent, Board of Education, officers, agents, and employees of SJCOE against any and all claims, which may result from this agreement.

b. San Joaquin County Office of Education agrees to make no claim against Tracy Unified School District for any vacation, sick leave, retirement benefits, social security, medical benefits, workers' compensation benefits, unemployment benefits or any other benefits usually provided to employees and expressly agrees that SJCOE is not entitled to any such benefits.

Is the proposed CONTRACTOR/CONSULTANT an employee of the SJCOE?	•Yes	•No
Have you or any of your employees previously been employed by the SJCOE?	•Yes	•No
Are you or any of your employees a California Public Employees Retirement System (CalPERS) or a California State Teachers Retirement System (CalSTRS) member? If yes, which system? (CalPERS) (CalSTRS)	•Yes	•No
Are you, any of your employees or sub-contractors a California Public Employees Retirement System (CalPERS) or a California State Teachers Retirement System (CalSTRS) retiree? If yes, which system? (CalPERS) (CalSTRS)	•Yes	•No

Note: If you answered "Yes" to questions 3 or 4 listed above, additional information may be required to ensure accurate retirement reporting such as: employees name, SSN#.

VI. SIGNATURES OF AUTHORIZED REPRESENTATIVES

SAN JOAQUIN COUNTY OFFICE OF EDUCATION Tracy Unified School District

SAN JOAQUIN COUNTY OFFICE OF EDUCATION
Troy A. Brown, Ed.D., County Superintendent of Schools

P.O. Box 213030
Stockton, CA 95213-9030
(209) 468-4800
www.sjcoe.org

Kristin Ward, Director II, Language & Literacy	Tania Salinas, Associate Superintendent of Business Services
Date	Date

Anthony Flores, Division Director of Operations

Date

TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Educational Services
DATE: July 22, 2026
SUBJECT: **Approve Agreement for Contract Services with Girl Scouts Heart of Central California to Provide Staff-Facilitated Elementary After-School Club Services through the Expanded Learning Opportunities Program**

BACKGROUND: The expanded Learning Opportunities Program (ELO-P), Assembly Bill 130 (Amended by AB 167), is intended to ensure that all Local Educational Agencies (LEAs) offer all unduplicated students currently in classroom-based instructional programs access to comprehensive after-school and intersessional expanded learning opportunities – California Ed. Code (EX) Section 46120. Girl Scouts Heart of Central California After-School Club brings the four program pillars of the Girl Scout Leadership Experience: STEM, Outdoors, Life Skills, and Entrepreneurship to life. This program supports the core goals of Expanded Learning programs by intentionally integrating academic support, enrichment, and physical activity through engaging, hands-on experiences that promote the development of the whole child.

RATIONALE: This contract provides for thirty (30) weekly 60-minute sessions, serving up to 200 students across four school sites.

This Agenda item meets District Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or career goals; Goal #3: Apply fiscal, operational and community resources to ensure a safe learning environment that supports staff and student goals.

FUNDING: The cost of this contract is $143,951 for services across four school sites and will be funded through the Expanded Learning Opportunities Program (ELO-P).

RECOMMENDATION: Approve Agreement for Contract Services with Girl Scouts Heart of Central California to Provide Staff-Facilitated Elementary After-School Club Services through the Expanded Learning Opportunities Program.

Prepared by: Rocio Garcia, Director of ELOP & School Readiness.

girl scouts
heart of central
california

2026-27 Girl Scouts Staff-Facilitated Elementary After-School Club Pricing Proposal

Prepared for Tracy Unified School District

June 25, 2026

Overview: Girl Scouts After-School Clubs meet weekly with qualified, caring mentors and facilitators to bring the four program pillars of the Girl Scout Leadership Experience (STEM, Outdoors, Life Skills, and Entrepreneurship) to life. Through this carefully curated program that addresses the unique needs of students in an after-school program environment, Girl Scouts honors the needs and preferences of girls from a diverse set of circumstances and backgrounds, meeting them where they are and growing along with them as their needs change over time.

Girls learn specific skills while developing confidence and perseverance. Correlated by grade level to national Common Core Standards and 21st Century Skill Standards, the Girl Scouts curricula are grounded in personal development and community service. This allows each Girl Scout to shape her experience based on her interests while building leadership skills to prepare her for a successful future.

Alignment with required components for Expanded Learning: Girl Scouts Heart of Central California delivers a well-rounded enrichment program that complements the school day while supporting the core goals of Expanded Learning programs. Our curriculum intentionally integrates academic support, enrichment, and physical activity through engaging, hands-on experiences that promote the development of the whole child.

Academic Support: Girl Scouts programming reinforces classroom learning by providing opportunities for students to apply academic concepts in meaningful, real-world settings. Activities incorporate STEM, literacy, critical thinking, problem-solving, financial literacy, and collaborative learning while helping students build communication, leadership, and social-emotional skills that contribute to academic success.

Enrichment: Enrichment is at the heart of the Girl Scout Leadership Experience. Students participate in project-based learning that encourages creativity, leadership, civic engagement, entrepreneurship, outdoor education, healthy living, and the arts. Programs are designed to foster curiosity, confidence, resilience, and youth voice while exposing students to new experiences and interests beyond the traditional classroom.

Physical Activity: Physical activity is incorporated into every program session through movement-based games, outdoor exploration, team-building activities, and active learning experiences. Girl Scouts promotes healthy lifestyles by encouraging physical movement, cooperation, wellness, and outdoor experiences that support both physical and mental well-being.

Together, these components create an engaging learning environment that aligns with the goals of ASES, ELOP, and ASSETs-funded programs and the California Quality Standards for Expanded Learning by supporting student engagement, skill development, healthy behaviors, and positive youth development.

girl scouts
heart of central
california

Scope of Work and Pricing

Participation	Up to 25 elementary students per group 2 groups of up to 25 students per site Total elementary sites served = 4 Total students served = up to 200
Age Level Groupings	Each site to choose <u>two</u> of the following age bands to be served: • TK-1 • K-2 • 2-4 • 3-5 • 4-6
What's Included	Girl Scouts to provide: • 2 Girl Scouts facilitators per group of 25 students • Up to 30 weekly 60-minute sessions • Monthly family newsletter and 1 family engagement event • One STEM Mobile Unit visit • Uniform with earned achievement badges and fun patches for every registered participant • Girl Scouts t-shirt for every registered participant • All program materials and supplies
Cost per group of up to 25 students	$17,994
Cost per Site for 2 groups of up to 25 students	$35,988
TOTAL Cost for 4 sites	$143,951

Note: The two weekly sessions at each site will take place back-to-back.

Thank you for your interest in partnering with Girl Scouts in your community to build girls of courage, confidence and character who make the world a better place!

TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Educational Services
DATE: July 22, 2026
SUBJECT: **Approve Agreement for Contract Services with Turlock Sports Park TSP Afterschool Programs through the Expanded Learning Opportunities Program**

BACKGROUND: The expanded Learning Opportunities Program (ELO-P), Assembly Bill 130 (Amended by AB 167), is intended to ensure that all Local Educational Agencies (LEAs) offer all unduplicated students currently in classroom-based instructional programs access to comprehensive after-school and intersessional expanded learning opportunities – California Ed. Code (EX) Section 46120. K12 Turlock Sports Park TSP Afterschool Programs offers a comprehensive afterschool sports and intramural program designed to increase student participation, physical activity, teamwork, leadership, and school connectedness across Tracy Unified's elementary and K-8 school sites.

RATIONALE: This contract provides a comprehensive sports and intramural program that combines skill development, social emotional learning, teamwork, and healthy competition with offerings such as soccer, basketball, flag football, and volleyball three days a week for a total of 221 days across 11 school sites: 7 TK-5 and 4 TK-8 school sites.

This Agenda item meets District Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or career goals; Goal #3: Apply fiscal, operational and community resources to ensure a safe learning environment that supports staff and student goals.

FUNDING: The cost of this contract is not to exceed $1,325,123.88 and will be funded through the Expanded Learning Opportunities Program (ELO-P).

RECOMMENDATION: Approve Agreement for Contract Services with Turlock Sports Park TSP Afterschool Programs through the Expanded Learning Opportunities Program.

Prepared by: Rocio Garcia, Director of ELOP & School Readiness.

THRIVE . SUCCEED . PURPOSE

TSP

AFTERSCHOOL PROGRAMS

PROGRAM PROPOSAL
Tracy Unified School District

2026-27 School Year

THRIVE . SUCCEED . PURPOSE

"Creating memories & building confidence, one play at a time"

Fred Rasuli

Turlock Sports Park & TSP Afterschool Programs

THRIVE . SUCCEED . PURPOSE

TSP AFTERSCHOOL PROGRAMS

2101 Geer Road Suite 102A Turlock
209.678.7121
fred@tspprograms.com
www.tspprograms.com

Dear Rocio and Aisha,

On behalf of the entire Turlock Sports Park (TSP) team, thank you for the opportunity to submit our proposal for Tracy Unified School District's Afterschool Sports and Intramural Program. We are excited about the possibility of partnering with Tracy Unified to provide engaging, high-quality sports programming that promotes physical activity, confidence, leadership, and school connectedness.

At TSP, we believe sports are more than games, they are opportunities to help young people grow. Our mission is simple: to create memories and build confidence, one play at a time. Every program we deliver is intentionally designed to create positive experiences that help students develop teamwork, resilience, sportsmanship, and a lifelong appreciation for healthy activity.

TSP serves thousands of youth annually through sports leagues, tournaments, camps, afterschool programs, and community recreation initiatives. This experience has allowed us to build proven systems for staffing, training, supervision, safety, and program delivery while maintaining a strong commitment to customer service and student engagement.

For Tracy Unified School District, we propose a comprehensive sports and intramural program that combines skill development, social-emotional learning, teamwork, and healthy competition. Through seasonal offerings such as soccer, basketball, flag football, and volleyball, students will have opportunities to learn fundamentals, build confidence, form friendships, and participate in meaningful school-based recreational experiences.

We understand the importance of being a collaborative partner and are committed to working closely with district leadership, site administrators, and school staff to ensure program success. Our goal is to provide a safe, organized, and memorable experience that positively impacts students, families, and school communities.

Thank you for your consideration. We appreciate the opportunity to be considered as your partner and look forward to the possibility of serving Tracy Unified School District students and families.

Sincerely,

Fred Rasuli
CEO
Turlock Sports Park - TSP Afterschool Programs
209.678.7121
fred@tspprograms.com

"Creating memories & building confidence, one play at a time."
THRIVE . SUCCEED . PURPOSE

Turlock Sports Park (TSP) Sports & Intramural Program Proposal

Prepared For:
Tracy Unified School District

Prepared By:
Turlock Sports Park, Inc. – TSP Afterschool Program
2101 Geer Road, Suite 102A
Turlock, CA 95382
209.484.0888
www.tspprograms.com

Executive Summary

Turlock Sports Park (TSP) proposes a comprehensive afterschool sports and intramural program designed to increase student participation, physical activity, teamwork, leadership, and school connectedness across Tracy Unified School District elementary and K-8 school sites. Our mission is to create memories and build confidence, one play at a time. The proposed program combines sport-specific skill development, structured recreational play, social-emotional learning, and school-based intramural competition to provide students with a positive, engaging, and inclusive afterschool experience.

Program Overview

Sites Served

TK-5 Elementary Sites

- 7 School Sites
- 2 TSP Staff Per Site

TK-8 School Sites

- 4 School Sites
- 3 TSP Staff Per Site
- Additional staff member supports Grades 6-8 Intramural Programming

Total Sites:
11 School Sites
26 staff plus 3 Floaters

Program Goals

The program is designed to:

- Increase student participation in physical activity
- Improve confidence and self-esteem
- Promote teamwork and leadership skills
- Teach sport fundamentals and game strategy
- Support positive peer interactions
- Create opportunities for healthy competition
- Foster school pride and engagement

Seasonal Sports Calendar

Fall Season

- Volleyball
- Soccer

Winter Season

- Basketball

Spring Season

- Flag Football

All sports are coed and designed to provide opportunities for students of all skill levels.

Program Schedule

TK-2 Skill Development Program
Focus Areas:

- Fundamental movement skills
- Fun physical activities
- Teamwork activities
- Confidence building
- Social-emotional learning integration

Grades 3-5 Program
Activities Include:

- Advanced skill instruction
- Team strategy
- Organized games
- On-site competition opportunities

Grades 6-8 Intramural Program
TK-8 Sites Only
Activities Include:

- League play
- Team practices
- School competitions
- Leadership opportunities
- Referee and sportsmanship education

First Two Weeks of Each Season
Students participate in:

- Skill assessments
- Fundamental instruction
- Sport-specific drills
- Team formation
- Rules and sportsmanship education

Weekly Participation Schedule
Group A
Monday / Wednesday / Friday
Group B
Tuesday / Thursday / Friday
This schedule allows increased student participation while maintaining safe staff-to-student ratios.

Program Duration
School Year Program

- 180 School Days + 30 Summer Days + 11 Intersession Days = 221

Staffing Plan
Site Staff
Elementary Sites

- 2 Program Athletic Mentors

TK-8 Sites

- 2 Program Athletic Mentors
- 1 Intramural Coordinator

District Leadership

- District Manager
- Program Manager
- Site Supervisor

Uniforms
Student uniforms may be provided as an optional enhancement and can include:

- Sport-specific jerseys
- Championship shirts
- Staff/Athletic Mentor Shirts

Officials & Referees
TSP will provide:

- Trained referees
- Game management
- Scheduling support
- Sportsmanship oversight

for intramural competitions and championship events.

Budget Proposal
The following budget categories will be included:
Personnel

- Program Athletic Mentors
- Supervisor Oversight
- Program Director
- District Management

Equipment

- Sport Equipment
- Replacement Equipment

Uniforms

- Student Jerseys
- Staff/Athletic Mentor Shirt

Officials

- Referees

Administration

- Registration Support
- Scheduling
- Reporting

Program Events

- Championships
- Recognition Awards
- End-of-Season Celebrations

Why TSP

TSP serves thousands of youth annually through sports leagues, tournaments, camps, afterschool programs, and community recreation programming. Our team specializes in creating safe, engaging, and high-energy experiences that help students develop confidence, teamwork, leadership skills, and a lifelong love of physical activity. We are committed to creating memories and building confidence, one play at a time.

TSP AFTERSCHOOL PROGRAM

Site	Start Time	Hours for Regular Scheduled Days*	Hours for Early Release Days*	# of Days	Total Program Hours - 45 Meeting Hours*	Intervals (Base 60)	Total Hours for Site	Staff Hourly Rate @ $25	Projected Employer ER Taxes & Fees	Administrative Cost not to exceed 15%	Program Staff Cost
Site 1 - Tk-5	2pm	4	NA	2	932	60	1,984.00	49,600.00	15,872.00	9,820.80	$ 75,292.80
Site 2 - Tk-5	2pm	4	NA	2	932	60	1,984.00	49,600.00	15,872.00	9,820.80	$ 75,292.80
Site 3 - Tk-5	2pm	4	NA	2	932	60	1,984.00	49,600.00	15,872.00	9,820.80	$ 75,292.80
Site 4 - Tk-5	2pm	4	NA	2	932	60	1,984.00	49,600.00	15,872.00	9,820.80	$ 75,292.80
Site 5 - Tk-5	2pm	4	NA	2	932	60	1,984.00	49,600.00	15,872.00	9,820.80	$ 75,292.80
Site 6 - Tk-5	2pm	4	NA	2	932	60	1,984.00	49,600.00	15,872.00	9,820.80	$ 75,292.80
Site 7 - Tk-5	2pm	4	NA	2	932	60	1,984.00	49,600.00	15,872.00	9,820.80	$ 75,292.80
Site 8 - Tk-8	2pm	4	NA	3	932	90	3,066.00	76,650.00	24,528.00	15,176.70	$ 116,354.70
Site 9 - Tk-8	2pm	4	NA	3	932	90	3,066.00	76,650.00	24,528.00	15,176.70	$ 116,354.70
Site 10 - Tk-8	2pm	4	NA	3	932	90	3,066.00	76,650.00	24,528.00	15,176.70	$ 116,354.70
Site 11 - Tk-8	2pm	4	NA	3	932	90	3,066.00	76,650.00	24,528.00	15,176.70	$ 116,354.70
Floaters	2pm	4	NA	3	932	90	3,066.00	76,650.00	24,529.00	15,176.85	$ 116,355.85
								-	-	-	$ -
	INCLUDED ABOVE							-	-	-	$ -
Total Positions (including intercession/summer)				29			Total Staff Cost	729,450.00	243,143.00	149,999.25	$ 1,122,592.25

Position	# of Positions	Total Days	Duration Per Day	Total Hours for 221 Days	Hourly Rate	Projected Employer ER Taxes & Fees	Projected Administrative Costs	Total Staff Support Cost
District Director	1	221	6	1,326	30	39,780.00	11,934.00	7,757.10	$ 59,471.10
Site Supervisors	2	221	6	2,652	25	66,300.00	19,890.00	12,928.50	$ 99,118.53
				0					$ -
				0			-		$ -
				0					$ -
				0		-	-	-	$ -
Total Positions				Total Staff Support Cost		106,080.00	31,824.00	20,685.60	$ 158,589.63

Item (Description)	Qty	Quantity	Unit Cost	Other Total
Team Uniforms	288	2	45	$ 25,920.00
Referees	64	2	55	$ 7,040.00
Activities / Supplies	1	11	250	$ 2,750.00
Specialty Instructional Activities/Supplies	1	11	2000	$ 22,000.00
				$ -
			Total Other Cost	$ 57,710.00

	$ 1,325,123.88

TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Educational Services
DATE: July 11, 2026
SUBJECT: **Approve Agreement for Contract Services Between Operation Scholars and North School for the 2026–2027 School Year**

BACKGROUND: Operations Scholars is dedicated to creating a safe and supportive environment where youth can explore their identity, build character, and achieve their academic and personal goals. Through comprehensive social and emotional counseling, behavioral services, assessments and individualized services, the program empowers diverse learners on their journey toward success. Committed to fostering resilience, self-advocacy, and essential life skills, Operations Scholars empowers students to develop confidence, independence, goal setting skills, and the determination needed to thrive academically and become capable, goal-oriented leaders in an ever-changing world.

RATIONALE: Students who struggle to focus, have experienced trauma, or exhibit negative and disruptive behaviors are considered high-risk and encounter daily challenges. Operation Scholars will implement Tier 2 whole-child approach interventions designed to support student academic, behavioral, social, and emotional needs both within and beyond the classroom including before and after school programs. This service is designed to help students develop skills in stress management, impulse control, behavioral regulation, respect for others, self-discipline, social awareness, focus, goal setting, and other key areas that influence behavior and focus in and outside of the classroom. The services of this program are in alignment with TUSD's LCAP Goals, 1 & #2 of our SPSA, to prepare all students for college and career readiness and to provide a safe and equitable learning environment for all students and staff.

FUNDING: The fees shall not exceed $110,000.00. Services will be paid for through the California Community Schools Partnership Program (CCSPP) grant.

RECOMMENDATION: Approve Agreement for Contract Services Between Operation Scholars and North School for the 2026–2027 School Year.

Prepared by: Mrs. Susan Hawkins, North School Principal.

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and Operation Scholars, hereinafter referred to as "Contractor," is for consultant or special services to be performed by a non-employee of the District. District and Contractor, herein named, do mutually agree to the following terms and conditions:

1. Contractor shall perform the following duties:

   Assign Behaviorist(s) to serve North School. Behaviorist(s) will work with students as needed, will maintain a caseload of students to support behavioral concerns, goal setting needs and behavior-related incidents that occur on campus before, during and after school hours. Services will not be limited to a specific number of students, provided the caseloads are with the manageable capacity.

   Contractor shall do all work, attend all meetings, produce all reports and carry out all activities necessary for completion of the services described in this paragraph (1) AND OR [the attached hereto and incorporated herein by this reference as Exhibit "A".] This Agreement and its exhibits shall be known as the "Agreement Documents." Terms set forth in any Agreement Document shall be deemed to be incorporated in all Agreement Documents as if set forth in full therein. In the event of conflict between terms contained in these Agreement Documents, the more specific term shall control. If any portion of the Agreement Documents shall be in conflict with any other portion, provisions contained in the Agreement shall govern over conflicting provisions contained in the exhibits to the Agreement.

2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 1280 1,280) HOURS, under the terms of this agreement at the following location North School.

3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:

   a. District shall pay $77.00 per HOUR, not to exceed a total of $98,560.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.

   b. District SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed $0.00 for the term of this agreement.

   c. District shall make payment on a MONTHLY PROGRESS BASIS and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.

4. The terms of the agreement shall commence on 08/12/2026, and shall terminate on 05/28/2027.

5. This agreement may be terminated at any time during the term by either party upon 30 days' written notice of termination delivered by certified mail, return receipt requested.

6. Amendments, changes or modifications in the terms of this Agreement may only be made at any time by mutual written agreement between the parties hereto and shall be signed by the persons authorized to bind the parties hereto.

7. Contractor shall contact the District's designee, Susan Hawkins, at 209-830-3350 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.

8. Contractor enters into this Agreement as an independent contractor and not as an employee of the District. The Contractor shall have no power or authority by this Agreement to bind the District in any respect except as provided herein. Nothing in this Agreement shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Contractor are employees, agents, contractors or subcontractors of the Contractor and not of the District. The District shall not be obligated in any way to pay any wage claims or other claims made against Contractor by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this Agreement.

   a. CONTRACTOR shall be required to provide proof (Certificate of Insurance) of comprehensive general liability insurance coverage in the amount of one million dollars ($1,000,000.00) combined single limit per occurrence; two million dollars ($2,000,000.00) general aggregate. A separate additional insured endorsement shall be provided to include the DISTRICT and its officers, officials, employees, agents and volunteers as additional insured in the policy. It is agreed that insurance coverage provided by CONTRACTOR herein is endorsed as primary and noncontributory to any similar insurance or self-insurance carried by DISTRICT. The DISTRICT reserves the right to adjust its insurance requirements as needed.

   b. Contractor WILL have significant contact with students. If applicable, proof of professional liability insurance, to include one million dollars ($1,000,000.00) per occurrence for Sexual Abuse/Molestation is also required. If applicable, CONTRACTOR will comply with the provisions of Education Code 45125 regarding the submission of fingerprints to the California Department of Justice and the completion of criminal background investigations of the CONTRACTOR and/or its employees.

   Contractor agrees to hold harmless and to indemnify District for:

   Any injury to person or property sustained by Contractor or by any person, firm or corporation employed directly or indirectly by the Contractor or by any of the individuals participating in or associated with him or her, however caused; and any injury to person or property sustained by any person, firm or corporation, caused by act, neglect, default or omission of Contractor, or any person, firm or corporation directly or indirectly employed by Contractor upon or in connection with this Agreement, or any of the participants arising out of or in the course of their term of this Agreement, and Contractor at his or her own cost, expense and risk, shall defend any and all actions, suits or other legal proceedings that may be instituted against District for any such claim or demand, and pay or satisfy any judgment that may be rendered against District in any such action, suit or legal proceedings or the result thereof. Nothing herein provided shall be construed to require Contractor to hold harmless or indemnify District for liability or damages resulting from the negligence or willful act or omission of District or its officers, agents or employees.

9. This Agreement is for the personal services of the Contractor and Contractor may not assign the performance of the services to any person or persons who are not parties to this Agreement except for employees of Contractor. None of the services covered by this Agreement shall be subcontracted without the prior written consent of the District, which will not be unreasonably withheld. Contractor shall be as fully responsible to the District for the negligent acts and omissions of its contractors and subcontractors, and of persons either directly or indirectly

employed by them, as it is for the negligent acts and omissions of persons directly employed by Contractor.

10. Contractor certifies that his or her current employer, if any, is fully cognizant of this Agreement and that payments hereunder are not in conflict with any federal, state, or local statutes, rules or regulations or with any policies of Contractor's current employer. Contractor covenants that neither it, nor any of its employees, agents, contractors or subcontractors has any interest, nor shall they acquire any interest, direct or indirect, in the subject of the Agreement, nor any other interest which would conflict in any manner or degree with the performance of its services hereunder. Contractor shall make all disclosures required by the District's conflict of interest code in accordance with the category designated by the District, unless the District determines in writing that Contractor's duties are more limited in scope than is warranted by the category designated by the District code and that a narrower disclosure category should apply. Contractor also agrees to make disclosure in compliance with the District conflict of interest code if, at any time after the execution of this Agreement, District determines and notifies Contractor in writing that Contractor's duties under this Agreement warrant greater disclosure by Contractor than was originally contemplated. Contractor shall make disclosures in the time, place and manner set forth in the conflict of interest code and as directed by the District.

11. District shall become the owner of, and entitled to, exclusive possession of all records, documents, graphs, photographic or other reproductions of any kind produced in the scope of services performed and no other uses thereof will be permitted except by permission of the District. Proprietary materials will be exempted from this clause.

12. Contractor shall keep itself fully informed of, shall observe and comply with, and shall cause any and all persons, firms or corporations employed by it or under its control to observe and comply with, applicable federal, state, county and municipal laws, ordinances, regulations, orders and decrees which in any manner affect those engaged or employed on the work described by this Agreement or the materials used or which in any way affect the conduct of the work.

13. Contractor shall not engage in unlawful employment discrimination. Such unlawful employment discrimination includes, but is not limited to, employment discrimination based upon a person's race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, gender, citizenship, or sexual orientation.

14. Contractor shall maintain and make available for inspection by the District and its auditors accurate records of all of its costs, disbursements and receipts with respect to any work under this Contract. Such inspections may be made during regular office hours at any time until six (6) months after the final payments under this Agreement are made to the Contractor.

AGREED:

Demarieya Nelson
Contractor Signature 07/22/2026

CEO/ Behaviorist
Title

Business Services Reviewed

Tracy Unified School District

Date

Funding Source

North School
Site/Department:

Date Approved by the Board

Rev. 10.28.15

TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Educational Services
DATE: July 22, 2026
SUBJECT: **Approve Agreement with the City of Tracy to Provide Professional Development to High School Physical Education Teachers for the 2026-27 School Year**

BACKGROUND: Tracy Unified School District Physical Education teachers require semi-annual water safety training to teach swimming to Physical Education students.

RATIONALE: To provide Tracy Unified School District Physical Education teachers with a blended online and in-person learning program that will increase their knowledge of overall water safety. The day has two parts. Part one is an online learning course and part two is an applied skills lesson at Joe Wilson Pool in Tracy. The request supports District Strategic Goal #2: Hire, support, develop, train, and sustain district employees who create a singleness of purpose focused on maximizing student's academic, social, and emotional potential.

FUNDING: Funding will be paid through General Fund. TUSD will pay a flat rate of $75 per participant, not to exceed $1,500. TUSD will also reimburse mileage for teachers driving their personal vehicles to and from Joe Wilson Pool.

RECOMMENDATION: Approve Agreement with the City of Tracy to Provide Professional Development to High School Physical Education Teachers for the 2026-27 School Year.

Prepared by: Stephen Theall, Director, Professional Learning and Curriculum.

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and City of Tracy, hereinafter referred to as "Contractor," is for consultant or special services to be performed by a non-employee of the District. District and Contractor, herein named, do mutually agree to the following terms and conditions:

1. Contractor shall perform the following duties:
   Water safety training for secondary Physical Education teachers.

   Contractor shall do all work, attend all meetings, produce all reports and carry out all activities necessary for completion of the services described in this paragraph (1) AND OR [the attached hereto and incorporated herein by this reference as Exhibit "A".] This Agreement and its exhibits shall be known as the "Agreement Documents." Terms set forth in any Agreement Document shall be deemed to be incorporated in all Agreement Documents as if set forth in full therein. In the event of conflict between terms contained in these Agreement Documents, the more specific term shall control. If any portion of the Agreement Documents shall be in conflict with any other portion, provisions contained in the Agreement shall govern over conflicting provisions contained in the exhibits to the Agreement.

2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 1 DAYS, under the terms of this agreement at the following location 900 West Lowell Ave Tracy CA.

3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:

   a. District shall pay $75.00 per N/A, not to exceed a total of $1,500.00. Contractor shall only be paid for work completed to the satisfaction of the District through the termination date of this agreement.

   b. District SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including mileage, meals, and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed $0.00 for the term of this agreement.

   c. District shall make payment on a SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, airfare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.

4. The terms of the agreement shall commence on 08/11/2026, and shall terminate on 06/30/2027.

5. This agreement may be terminated at any time during the term by either party upon 30 days' written notice of termination delivered by certified mail, return receipt requested.

6. Amendments, changes, or modifications in the terms of this Agreement may only be made at any time by mutual written agreement between the parties hereto and shall be signed by the persons authorized to bind the parties hereto.

7. Contractor shall contact the District's designee at 209-830-3232 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.

8. Contractor enters into this Agreement as an independent contractor and not as an employee of the District. The Contractor shall have no power or authority by this Agreement to bind the District in any respect except as provided herein. Nothing in this Agreement shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors, or subcontractors hired or retained by the Contractor are employees, agents, contractors, or subcontractors of the Contractor and not of the District. The District shall not be obligated in any way to pay any wage claims or other claims made against Contractor by any such employees, agents, contractors, subcontractors, or any other person resulting from performance of this Agreement.

   a. CONTRACTOR shall be required to provide proof (Certificate of Insurance) of comprehensive general liability insurance coverage in the amount of one million dollars ($1,000,000.00) combined single limit per occurrence; two million dollars ($2,000,000.00) general aggregate. A separate additional insured endorsement shall be provided to include the DISTRICT and its officers, officials, employees, agents, and volunteers as additional insured in the policy. It is agreed that insurance coverage provided by CONTRACTOR herein is endorsed as primary and noncontributory to any similar insurance or self-insurance carried by DISTRICT. The DISTRICT reserves the right to adjust its insurance requirements as needed.

   b. Contractor WILL NOT have significant contact with students. If applicable, proof of professional liability insurance, to include one million dollars ($1,000,000.00) per occurrence for Sexual Abuse/Molestation, is also required. If applicable, CONTRACTOR will comply with the provisions of Education Code 45125 regarding the submission of fingerprints to the California Department of Justice and the completion of criminal background investigations of the CONTRACTOR and/or its employees.

   Contractor agrees to hold harmless and to indemnify District for:

   Any injury to person or property sustained by Contractor or by any person, firm or corporation employed directly or indirectly by the Contractor or by any of the individuals participating in or associated with him or her, however caused; and any injury to person or property sustained by any person, firm or corporation, caused by act, neglect, default or omission of Contractor, or any person, firm or corporation directly or indirectly employed by Contractor upon or in connection with this Agreement, or any of the participants arising out of or in the course of their term of this Agreement, and Contractor at his or her own cost, expense and risk, shall defend any and all actions, suits or other legal proceedings that may be instituted against District for any such claim or demand, and pay or satisfy any judgment that may be rendered against District in any such action, suit or legal proceedings or the result thereof. Nothing herein provided shall be construed to require Contractor to hold harmless or indemnify District for liability or damages resulting from the negligence or willful act or omission of District or its officers, agents, or employees.

9. This Agreement is for the personal services of the Contractor, and the Contractor may not assign the performance of the services to any person or persons who are not parties to this Agreement, except for employees of the Contractor. None of the services covered by this Agreement shall be subcontracted without the prior written consent of the District, which will not be unreasonably withheld. Contractor shall be as fully responsible to the District for the negligent acts and omissions of its contractors and subcontractors, and of persons either directly or indirectly

employed by them, as it is for the negligent acts and omissions of persons directly employed by Contractor.

10. Contractor certifies that his or her current employer, if any, is fully cognizant of this Agreement and that payments hereunder are not in conflict with any federal, state, or local statutes, rules or regulations or with any policies of Contractor's current employer. Contractor covenants that neither it, nor any of its employees, agents, contractors or subcontractors has any interest, nor shall they acquire any interest, direct or indirect, in the subject of the Agreement, nor any other interest which would conflict in any manner or degree with the performance of its services hereunder. Contractor shall make all disclosures required by the District's conflict of interest code in accordance with the category designated by the District, unless the District determines in writing that Contractor's duties are more limited in scope than is warranted by the category designated by the District code and that a narrower disclosure category should apply. Contractor also agrees to make disclosure in compliance with the District conflict of interest code if, at any time after the execution of this Agreement, District determines and notifies Contractor in writing that Contractor's duties under this Agreement warrant greater disclosure by Contractor than was originally contemplated. Contractor shall make disclosures in the time, place and manner set forth in the conflict of interest code and as directed by the District.

11. District shall become the owner of, and entitled to, exclusive possession of all records, documents, graphs, photographic or other reproductions of any kind produced in the scope of services performed and no other uses thereof will be permitted except by permission of the District. Proprietary materials will be exempted from this clause.

12. Contractor shall keep itself fully informed of, shall observe and comply with, and shall cause any and all persons, firms or corporations employed by it or under its control to observe and comply with, applicable federal, state, county and municipal laws, ordinances, regulations, orders and decrees which in any manner affect those engaged or employed on the work described by this Agreement or the materials used or which in any way affect the conduct of the work.

13. Contractor shall not engage in unlawful employment discrimination. Such unlawful employment discrimination includes, but is not limited to, employment discrimination based upon a person's race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, gender, citizenship, or sexual orientation.

14. Contractor shall maintain and make available for inspection by the District and its auditors accurate records of all of its costs, disbursements, and receipts with respect to any work under this Contract. Such inspections may be made during regular office hours at any time until six (6) months after the final payments under this Agreement are made to the Contractor.

AGREED:

CONTRACTOR:

_____
Contractor Signature

_____
Title

_____
Contractor Signature

_____
Title

TRACY UNIFIED SCHOOL DISTRICT:

_____
District Authorized Signature

_____
Date

Unrestricted
Funding Source

District Office
Site/Department

_____
Date Approved by the Board

TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Educational Services
DATE: July 22, 2026
SUBJECT: **Approve Agreement with San Joaquin County Office of Education Quality Rating and Improvement System (QRIS) and the TUSD School Readiness Preschool Program for the 2026-2027 School Year**

BACKGROUND: The Quality Rating and Improvement System (QRIS) is brought to you by the California Department of Education, Early Learning and Care Division. QRIS provides evidence-based resources to provide high quality professional development for preschool administrators and teachers highlighting current research-based information, resources, and effective instructional practices which are focused on preparing children to flourish in early childhood and succeed in elementary school and beyond.

RATIONALE: Preschool and Transitional Kindergarten teachers will delve into the curriculum that aligns with and is supported by the California Department of Education's Child Care and Development Division in areas such as social-emotional development. Teachers will learn how to promote healthy social-emotional development in young children while learning how to meet the needs of all children, including those with challenging behaviors by focusing on relationships, environments and targeted interventions. The information and strategies shared will allow for Preschool and Transitional Kindergarten teachers to align their curriculum to the Preschool Foundations and Frameworks. The QRIS trainers provided by the San Joaquin County Office of Education are experts in providing strategies that are aligned to preschoolers' development. This agenda item supports District Strategic Goal #2: Hire, support, develop, train, and sustain district employees who create a singleness of purpose focused on maximizing students' academic, social, and emotional potential.

FUNDING: The cost for this training and support is $24,300 and will be paid and split between TK general education funds and California State Preschool funds.

RECOMMENDATION: Approve Agreement with the San Joaquin County Office of Education Quality Rating and Improvement System (QRIS) and the TUSD School Readiness Preschool Program for the 2026-2027 School Year.

Prepared by: Rocio Garcia, Director of ELOP and School Readiness.

SAN JOAQUIN COUNTY OFFICE OF EDUCATION
Troy A. Brown, Ed.D., County Superintendent of Schools

P.O. Box 213030
Stockton, CA 95213-9030
(209) 468-4800
www.sjcoe.org

June 5, 2026

QRIS Professional Development Trainings (Tracy Unified School District)

As part of the Early Childhood Education Department at the San Joaquin County Office of Education, the Quality Rating and Improvement System (QRIS) program offers evidence-based resources to support early educators in areas such as social-emotional development, CLASS® interactions, classroom environments, the Desired Results Developmental Profile (DRDP), and other key early childhood focus areas.

Rates	
Base Training - includes trainer fees, travel, planning and preparation time, and printing training materials for a half-day (up to 3 hours) for up to 32 participants.	$2,700/full-day session

Proposed Training Topics and Schedule				
Topics	Date	Time	Audience	Recommended Materials
Cohort A	9/04/26 2/12/27 4/02/27	8:30am-3:30pm	Up to 75 Pre-K and TK Educators	National Teaching Pyramid Binders
Cohort B	9/25/26 2/19/27 4/09/27			
Cohort C	10/02/26 2/26/27 4/16/27			

Proposed Training Cost	Cost per unit	# of units	Cost
Base training- Full Day with Prep	$2,700	9	$2,700
	Total Cost		$24,300

SAN JOAQUIN COUNTY OFFICE OF EDUCATION
Troy A. Brown, Ed.D., County Superintendent of Schools

P.O. Box 213030
Stockton, CA 95213-9030
(209) 468-4800
www.sjcoe.org

MEMORANDUM OF UNDERSTANDING

This Agreement by and between the SJCOE Early Childhood Education (ECE) department on behalf of the Quality Rating Improvement System (QRIS), and Tracy Unified School District (TUSD), is to provide in-person training sessions on the National Teaching Pyramid to staff during professional development days. The two parties, ECE/QRIS and TUSD mutually agree to the following terms.

I. SERVICE DEFINED

TUSD will:

- Outreach to staff, monitor registration, and ensure active participation.
- Provide location for training.
- Consult with the QRIS Coordinator as necessary to ensure successful implementation.
- Initiate a journal transfer within one week after all scheduled trainings are completed.

ECE/QRIS will:

- Facilitate 9 full-day-day Professional Learning sessions focusing on Strategies and Implementation of the National Teaching Pyramid.
- Coordinate with TUSD staff as needed.
- Provide training materials, and Padlet links as appropriate.

Date may be subject to change. Trainings sessions will be rescheduled within a month of the original date whenever possible if a change is required.

Training sessions are scheduled to be delivered in person at a location provided by TUSD. If necessary, session will be moved to a virtual format and QRIS will provide the necessary Zoom links.

II. TERMS OF AGREEMENT

The duration of this agreement is September 1, 2026 to June 30, 2027.

III. COMPENSATION

ECE/QRIS will receive a sum not to exceed $24,300 (inclusive of all expenses) to facilitate nine full-days training sessions for up to 25 participants per cohort, total of 75 participants for 3 cohorts.

IV. SAN JOAQUIN COUNTY OFFICE OF EDUCATION RIGHT OF RETENTION

SJCOE shall become the owner of and entitled to exclusive possession of all record, documents, graphs, photographic or other reproduction of any kind produced in the scope of services performed and no other uses thereof will be permitted except by permission of SJCOE. Proprietary materials will be exempted from this clause.

V. EXTENSION OF TERM

By mutual consent of the parties hereto the term of service described herein in Article I may be extended by the reformation of this Agreement and attachment hereto of an addendum mutually executed setting forth the extended term.

SAN JOAQUIN COUNTY OFFICE OF EDUCATION
Troy A. Brown, Ed.D., County Superintendent of Schools

P.O. Box 213030
Stockton, CA 95213-9030
(209) 468-4800
www.sjcoe.org

Shadaneca Harbour — 06/17/2026
Shadaneca Harbour, Director, Early Childhood Education — Date

Lauren Dietrich — 06/17/2026
Lauren Dietrich, Division Director, Early Education and Support — Date

Tania Salinas, Associate Superintendent of Business Services — Date

Jane Chamberlain, Deputy Superintendent, Professional Learning & Support — Date

TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Educational Services
DATE: July 22, 2026
SUBJECT: **Approve Contract with San Joaquin County Office of Education for the ASES Grant and 21st CCLC ASSETS Grant**

BACKGROUND: The After School Education and Safety (ASES) Program and the 21st Century Community Learning Centers (21st CCLC) ASSETs Program are state and federally funded grants designed to provide students with high-quality expanded learning opportunities outside of the regular school day. These programs support academic enrichment, homework assistance, enrichment activities, youth development, and opportunities that promote student engagement, attendance, and overall well-being.

The San Joaquin County Office of Education (SJCOE) has been awarded grant funding and is allocating funds to participating school districts to implement expanded learning services at eligible school sites. Through this partnership, Tracy Unified School District will receive funding to operate after-school and expanded learning programs that align with the goals and requirements of the ASES and 21st CCLC ASSETs grants.

RATIONALE: Approval of this contract will allow the district to continue providing comprehensive expanded learning opportunities that support academic achievement, social-emotional development, college and career readiness, and enrichment experiences for students. These programs help create safe and engaging environments beyond the instructional day while strengthening connections between schools, families, and community partners.

The funding will support staffing, academic interventions, enrichment activities, and youth development programming that contribute to improved student outcomes and increased access to high-quality after-school learning experiences.

Participation in these grant-funded programs aligns with the district's commitment to providing equitable access to academic support, enrichment, and student engagement opportunities that extend learning beyond the traditional school day and support the whole child.

FUNDING: There is no cost to the district. The district will receive grant money from San Joaquin County Office of Education for the ASES grant in the approximate amount of $1,810,922.17. The district will receive grant money from San Joaquin County Office of Education for the 21st CCLC ASSETs grant in the approximate amount of $221,415.00.

RECOMMENDATION: Approve Contract with the San Joaquin County Office of Education for the ASES Grant and 21st CCLC ASSETS Grant.

Prepared by: Rocio Garcia, Director of ELOP and School Readiness.

SAN JOAQUIN COUNTY OFFICE OF EDUCATION
TROY A. BROWN, Ed.D., COUNTY SUPERINTENDENT OF SCHOOLS

PROFESSIONAL SERVICES AGREEMENT

The San Joaquin County Office of Education, hereinafter called SJCOE, has need of the specialized services of **Tracy Unified School District**, an independent contractor, hereinafter called CONTRACTOR/CONSULTANT, for the period specified herein, according to the following terms and conditions (this contract being the "Agreement"). The CONTRACTOR/CONSULTANT shall be, for the purposes of this Agreement, an independent contractor/consultant and shall not be deemed an employee of SJCOE for any purpose.

By signing this agreement, I attest to having good standing with the San Joaquin County Office of Education and maintain legal authority to enter into this agreement on behalf of the respective parties listed herein. In addition, my signature confirms my organizations acceptance of all terms and conditions set forth in the pages of this agreement.

Executed by the parties on: **07/01/2026**
Date

Tania Salinas
Contractor/Consultant Contact

SJCOE Contract Manager's Signature
Anthony Flores, Division Director, Operations & Support Services
San Joaquin County Office of Education
2922 Transworld Drive
Stockton, CA 95206

SJCOE Project Manager's Signature

Contractor/Consultant Signature

Tracy Unified School District
Company Name (If Applicable)

Contractor/Consultant Name (Please Type or Print)

1875 W LOWELL AVE
Street Address

TRACY, CA 95376
City, State, Zip

Total Contract Amount: $**1,810,922.17**
Compensation for services stipulated in Article II $1,810,922.17
Reimbursable personal expenses to provide services stipulated in Article II shall not Exceed $0.00

By signing this agreement, the SJCOE project manager confirms to have reviewed the legal and procedural guidelines pertment to the determination of Independent Contractor Status, including IRS Revenue Ruling 87-41, with regard to this agreement. The SJCOE project manager also believes that the hiring of the named individual(s) under the status of Independent Contractor(s) is appropriate and legal.

SJCOE may provide such supplies and equipment as shown herein for the convenience of CONTRACTOR/CONSULTANT and such accommodation shall not operate as an indicia of employment.

I. TERM

1. Duration: **July 1, 2026 - June 30, 2027**

2. CONTRACTOR/CONSULTANT shall begin services on **July 1, 2026**

II. SERVICE TO BE PERFORMED

CONTRACTOR/CONSULTANT shall:facilitate the After School Education & Safety Program as part of the After School Base and Supplemental Grant.
A.) The legislation governing the ASES Program requires the Program(s) to provide students with a safe environment, academic support, and educational enrichment. Every student attending a school operating a program is eligible to participate in the program, subject to program capacity (EC Section 8482.6).
All ASES programs must:
- Begin immediately upon the conclusion of the regular school day (EC Section 8483[a][1])
- Operate at least until 6 p.m. (EC Section 8483[a][1])
- Operate a minimum of 15 hours per week (EC Section 8483[a][1])
- Operate every regular school day during the regular school year (EC Section 8483[a][1])
- Maintain a student-to-staff member ratio of no more than 20-to-1 (EC Section 8483.4)
- Offer a daily nutritious snack and/or meal (EC Section 8483.3[c][8]) that conforms to both state and federal standards.

• Provide opportunities for physical activity (EC Section 8483.3[c][7])
• Provide all notices, reports, statements, and records to parents or guardians in English and the student's primary language when 15 percent or more of the students enrolled at the school site speak a primary language other than English. This is determined annually based on the language census data submitted to the CDE EXLD for the preceding year (EC Section 48985).
B.) Attend GRASP IT Consortium Meetings:
• Five annual meetings
C.) Complete the Quality Improvement Plan:
• Completion of CQI plan by October 31st of the current fiscal year
D.) Implement STEAM HUB activities, such as:
• Utilizing Sketch
• Gardening
• Robotics
• Science
• Math
• Art
• Outdoor Education
E.) Participating in the Professional Development opportunities such as but not limited to:
• Region 6 Expanded Learning Trainings
• County wide trainings
• Expanded Learning Conferences
• GRASP - IT training
F.) Maintain valid CPR/First Aid training for all staff in Expanded Learning:
• SJCOE provided CPR/First Aid Certification
• Or other accredited training
G.) Complete Monthly Attendance Reports:
• Utilize the current Attendance Platform.
H.) Youth Development Activities:
• Leadership Clubs: Students can join or lead clubs focused on community service, mentoring, or interest-based activities (STEM, arts, sports).
• Career Exploration Workshops: Invite guest speakers or organize field trips to explore various career paths.
• Conflict Resolution Training: Equip students with skills to manage disagreements constructively.
I.) Social-Emotional Learning (SEL) Programs:
• Positive Behavioral Interventions and Supports (PBIS): School-wide behavior support strategies.
• Restorative Practices Circles: Promotes open dialogue, empathy, and conflict resolution.
J.) Prevention Activities:
• Digital Citizenship Workshops: Educate students about online safety, cyberbullying prevention, and responsible internet use.
• Substance Abuse Prevention Programs: Such as Too Good for Drugs or Red Ribbon Week campaigns.
• Anti-Bullying Campaigns: Peer mentoring, kindness challenges, or bystander intervention training.
• Youth Mental Health First Aid

The following schools will be served in the After School Program (grant award amounts listed):
Central Elementary - $132,241.46 (After School Base)
Southwest Park Elementary - $132,241.46 (After School Base)
Jacobsen Elementary - $132,241.46 (After School Base)
Louis J. Villalovoz Elementary - $132,772.55 (After School Base)
McKinley Elementary - $132,772.55 (After School Base)
Monte Vista Middle School - $176,122.79 (After School Base)
North Elementary - $177,030.07 (After School Base)
George Kelly Elementary - $176,954.87 (After School Base)
Gladys Poet-Christian Elementary - $176,954.87 (After School Base)
Earle E. Williams Middle School - $176,954.87 (After School Base)
Louis A. Bohn Elementary - $132,317.61 (After School Base)
Wanda Hirsch Elementary - $132,317.61 (After School Base)

Total Grant Awarded Amount $2,081,519.73
District allocation of 85% ($1,769,291.77) of the total grant, in addition to the contracted amount, up to 2% ($41,630.40) of total grant award may be spent on Administration fees. Total of 87%. ($1,810,922.17)
Direct grant covers after school program activities and transportation. Contractor agrees to participate in all aspects of the evaluation as required by the CDE and SJCOE. Contractor to provide ASES grant services as outlined in the Certified Assurances attachment. Contractor shall invoice SJCOE with back-up fiscal reports that will serve as the basis for monthly reimbursement. Invoice, Expense Report, and Fiscal Reports shall be due by the 10th of each month. Contractor agrees to establish and submit specific After School Budget Proposals. Contractor agrees to submit attendance student information reports, via web-based system, and/or hard copy information reports required for the evaluation. Contractor agrees to adhere to the conditions in which the grant was funded including the allowing community organizations to provide services for the scope of work stipulated below.
Payment shall be made no later than thirty (30) days after receipt of an invoice properly completed by the CONTRACTOR/ CONSULTANT and approved by the Project Manager. All invoices should include their purchase order number and proper back-up stipulated above.

Contractor retains the sole right to control or direct the manner in which the services described herein are to be performed. Subject to the foregoing, SJCOE retains the right to inspect CONTRACTOR/CONSULTANT's work to ensure conformity with the desired result.

☐ *See Attachment*

Attachment(s) shall become part of the Agreement. If there are any conflicts between the attachment(s) and the initialed pages of this contract, the initialed pages shall be the accepted terms.

If Box Checked, Please Initial: _____ _____
SJCOE *CONSULTANT*

1. Is the proposed CONTRACTOR/CONSULTANT an employee of the SJCOE? ☐ Yes ☒ No

2. Have you or any of your employees previously been employed by the SJCOE? ☐ Yes ☐ No

3. Are you or any of your employees a California Public Employees Retirement System **(CalPERS)** or a California State Teachers Retirement System **(CalSTRS)** member? ☐ Yes ☐ No

   If yes, which system? (CalPERS) ☐ (CalSTRS) ☐

4. Are you, any of your employees or sub-contractors a California Public Employees Retirement System **(CalPERS)** or a California State Teachers Retirement System **(CalSTRS)** retiree? ☐ Yes ☐ No

   If yes, which system? (CalPERS) ☐ (CalSTRS) ☐

Note: If you answered "Yes" to questions 3 or 4 listed above, additional information may be required to ensure accurate retirement reporting such as: employees name, SSN#.

III. MANNER OF PERFORMANCE

CONTRACTOR/CONSULTANT shall perform all services as needed by SJCOE in a competent and professional manner under the direction of Nora Hana, M.A. Ed, PPSC, Director , hereinafter called PROJECT MANAGER who shall review CONTRACTOR/CONSULTANT'S performance and determine the final acceptance of the end product to be produced under the terms of this Agreement.

IV. PLACE OF PERFORMANCE

CONTRACTOR/CONSULTANT shall render service(s) described in Article II at any and all locations as required to complete the Agreement.

V. SUPPLIES AND EQUIPMENT

CONTRACTOR/CONSULTANT shall not have access to and use of supplies and equipment owned by SJCOE, unless stated herein for the purposes of performance of the services described in Article II. N/A

CONTRACTOR/CONSULTANT agrees to use ordinary care to safeguard and maintain equipment or supplies listed below, and shall be held accountable for loss, damage, or destruction arising within this clause.

VI. COMPENSATION

1. CONTRACTOR/CONSULTANT shall be compensated for the services stipulated in Article II.

2. Payment shall be made no later than thirty (30) days after receipt of an invoice properly completed by the CONTRACTOR/CONSULTANT and approved by the Project Manager. All invoices should include the Purchase Order number and be submitted in duplicate.

3. In the event the CONTRACTOR/CONSULTANT is allowed and authorized to incur personal expenses attendant to the performance of services as described in Article II, CONTRACTOR/CONSULTANT reimbursement must be in compliance with the approved SJCOE rates listed below.

Breakfast	**$18.00**	**Lodging**	**$203.00 (per night, plus tax)**
Lunch	**$20.00**	**Mileage**	**76¢ per mile**
Dinner	**$31.00**		

Note: If CONTRACTOR/CONSULTANT requires air travel and if such travel is approved as an additional expense, CONTRACTOR/CONSULTANT is expected to purchase coach class 30 day advance ticket.

VII. WARRANTY

CONTRACTOR/CONSULTANT warrants that it has the expertise or has experts available to help in the preparation of services as set forth in Article II in a manner consistent with generally accepted standards of CONTRACTOR'S/CONSULTANT'S profession. CONTRACTOR/CONSULTANT further warrants that he/she will perform said services in a legal-adequate manner in conformance with all applicable federal, state and local laws and guidelines.

VIII. CHANGES

SJCOE or CONTRACTOR/CONSULTANT may, from time to time, request changes in the scope of the service(s) of CONTRACTOR/CONSULTANT to be performed hereunder. Such changes, including any increase or decrease in the amount of CONTRACTOR'S/CONSULTANT'S compensation and/or changes in the schedule must be authorized in advance by SJCOE IN WRITING. Mutually agreed changes shall be incorporated in written amendments to the Agreement.

IX. LIABILITY OF CONSULTANT-NEGLIGENCE

CONTRACTOR/CONSULTANT shall be responsible for performing the work in a safe and skillful manner consistent with generally accepted standards of CONTRACTOR'S/CONSULTANT'S profession, and shall be liable for its own negligence and the negligent acts of its employees, agents, contractors, and subcontractors. Except as set forth in this Agreement, SJCOE shall have no right of control over the manner in which the work is to be done but only as to its outcome, and shall not be charged with the responsibility of preventing risk to CONTRACTOR/CONSULTANT or its employees, agents, contractors or subcontractors.

X. INDEMNITY AND LITIGATION COSTS

To the fullest extent permitted by law, CONTRACTOR/CONSULTANT shall fully indemnify, defend, and hold harmless SJCOE, its officers, officials, agents and employees from and against any and all claims, damages, demands, liability, costs, losses, and expenses, including without limitation court costs and reasonable attorneys' fees arising out of or in connection with CONTRACTOR'S/CONSULTANT'S performance of work hereunder or its failure to comply with any of its obligations contained in the Agreement, except such loss of damage which was caused by the sole negligence or willful misconduct of SJCOE. This indemnification shall extend to claims occurring after this Agreement is terminated as well as while it is in force. This indemnity shall apply regardless of any active and/or passive negligent act or omission of CONTRACTOR/CONSULTANT, or its agents or employees. The indemnity in this section shall not be limited by insurance requirements or by any other provision of this Agreement.

XI. CONTRACTOR/CONSULTANT TO PROVIDE INSURANCE

CONTRACTOR/CONSULTANT shall not commence any work before obtaining and shall maintain in force at all times during the term and performance of this Agreement, to the extent required by law, the policies of insurance specified below:

1. I am aware of the provisions of Section 3700 of the Labor Code, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.
2. Comprehensive General Liability Insurance in the amount of $.
3. CONTRACTOR/CONSULTANT must provide a certificate of insurance prior to beginning any work under this Agreement ☐ Yes ☐ N/A
4. If student contact shall occur, the Certificate of Insurance must show liability coverage in the amount of $ for Child Abuse, Child Molestation and or Sexual Abuse. No coverage will be accepted without these declarations.
5. By signing this Agreement CONTRACTOR/CONSULTANT confirms that all requirements of this section have been met.
6. The insurance shall name the Superintendent, the County Board of Education, officers or employees as additional named insured in the policy.

SJCOE Project Manager Fingerprinting Certification:

By signing this agreement, the SJCOE project manager hereby certifies that the **CONTRACTOR/CONSULTANT** for this project will have contact with students as indicated below:

☐ CONTRACTOR/CONSULTANT will have **NO** contact with students.

☐ CONTRACTOR/CONSULTANT will have contact with students only in the immediate presence of an SJCOE staff member.

☐ CONTRACTOR/CONSULTANT will have unsupervised contact with students. Please complete the Contractor Certification information.

XII. ASSIGNMENT

This Agreement is for personal services to be performed by CONTRACTOR/CONSULTANT and may not be assigned to, sublet to, or performed by any person or persons who are not parties hereto except by employees of CONTRACTOR/CONSULTANT.

XIII. TERMINATION OF AGREEMENT

This Agreement shall terminate as set out in Article I, except:

1. SJCOE may terminate at any time if CONTRACTOR/CONSULTANT does not perform, or refuses to perform, according to this Agreement.
2. SJCOE may terminate services of CONTRACTOR/CONSULTANT at any time, if, in the professional judgment of the PROJECT MANAGER named herein, CONTRACTOR'S/CONSULTANT'S performance is unsatisfactory as to the manner of performance or the product of said performance fails to meet SJCOE'S requirements as specified in Article II.
3. Either party may terminate upon 30 days written notice.
4. In the event of early termination, CONTRACTOR/CONSULTANT shall be paid for all work or services performed to the date of termination, based on PROJECT MANAGER'S determination of product delivered.

XIV. NOTICES

All notices and demands between the Parties hereto shall be in writing and served either personally or by overnight delivery with a tracking system confirming delivery to the addresses set forth on the signature page of this agreement. Said notices or demands shall be deemed given when personally delivered or confirmed delivered by overnight tracking to the Party to whom said notice or demand is to be given or made.

Such notices and demands may also be sent by facsimile, electronic-mail, or other similar electronic transmission device providing for a permanent record of the notice or demand, and if so served, said notice or demand shall be deemed given and made at the time the device confirms to the sender delivery thereof to the addressee. The address to which the notices are to be sent may be changed by either party advising the other in writing of such change.

XV. SJCOE'S RIGHT OF RETENTION

SJCOE shall become the owner of and entitled to exclusive possession of all records, documents, graphs, photographic or other reproductions of any kind produced in connection with those services described in Article II, and no other uses thereof will be permitted except by permission of SJCOE. Proprietary materials will be exempted from this clause.

XVI. EXTENSION OF TERM

By mutual consent of the parties hereto the term of service described herein in Article I may be extended by reformation of this Agreement and the attachment hereto of an addendum mutually executed setting forth the extended term.

XVII. CERTIFICATION OF CONTRACTOR STATUS

In the performance of services imposed by this Agreement, the CONTRACTOR/CONSULTANT is at all times acting as an independent contractor and not an employee of SJCOE. The CONTRACTOR/CONSULTANT shall not have any claim under this Agreement or otherwise against SJCOE for vacation, sick leave, retirement benefits, social security, medical benefits, workers' compensation benefits or any other benefits usually provided to employees. CONTRACTOR/CONSULTANT understands and agrees that no taxes or deductions will be withheld from the payments made hereunder to

CONTRACTOR/CONSULTANT and that no taxes will be paid by SJCOE on CONTRACTOR'S/CONSULTANT'S behalf to any governmental taxing body. Further, in the event that SJCOE is hereafter determined to be the employer of the CONTRACTOR/CONSULTANT and is obligated thereby to pay any taxes or charges whatsoever to any taxing body as a result of that determination, CONTRACTOR/CONSULTANT agrees to indemnify and hold harmless SJCOE for all sums paid by the CONTRACTOR/CONSULTANT to the taxing bodies and all expenses incurred incidental thereto, including attorneys' fees and costs. Should CONTRACTOR/CONSULTANT contract with, or employ any persons to assist him on this project, it is agreed that such persons are not employees of SJCOE nor parties to this Agreement and shall have no rights hereunder. CONTRACTOR/CONSULTANT further agrees to make no claim against SJCOE for any unemployment benefits, workers' compensation benefits or medical benefits and expressly agrees the CONTRACTOR/CONSULTANT is not entitled to any such benefits. CONTRACTOR/CONSULTANT agrees that he/she assumes all responsibility in relation to providing SJCOE with an Employer Identification Number or Social Security Number as required by IRS regulations in relation to the conduct of his/her business.

XVIII. CONFIDENTIAL AND TRADE SECRET INFORMATION

CONTRACTOR/CONSULTANT acknowledges that, during the term of this Agreement, CONTRACTOR/CONSULTANT may have access to privileged and confidential knowledge, data, files, records, materials and information, including, but not limited to, confidential student records (collectively, the "Confidential Information"). CONTRACTOR/CONSULTANT shall comply with all laws, regulations, and professional standards pertaining to the confidentiality of SJCOE employment and student records and information which CONTRACTOR/CONSULTANT may have access to in the course of performing services under this Agreement. CONTRACTOR/CONSULTANT covenants and agrees to keep all Confidential Information confidential and not to disclose Confidential Information directly or indirectly during, or subsequent to, the term of this Agreement. CONTRACTOR/CONSULTANT and all of its agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all Confidential Information received in the course of performing the services authorized under this Agreement. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement. Any use of the Confidential Information accessed by Consultant other than for SJCOE'S benefit in connection with the independent contractor relationship between CONTRACTOR/CONSULTANT and SJCOE established by this Agreement will constitute a wrongful usurpation of the Confidential Information by CONTRACTOR/CONSULTANT. The CONTRACTOR/CONSULTANT hereby agrees to forever hold the Confidential Information in strict confidence and secret.

XIX. INVALID PROVISION

Should any provision of this Agreement be declared invalid, void, or unenforceable by a court of competent jurisdiction, the validity and binding effect of any remaining portions shall not be affected and the remaining portions of this Agreement shall remain in full force and effect as if this Agreement had been executed with said provision eliminated.

XX. GOVERNING LAW

This Agreement and the rights and obligations hereunder shall be governed by and construed and interpreted in all respects in accordance with the laws of the State of California except where otherwise specifically set forth herein.

XXI. CERTIFICATION REGARDING DEBARMENT, SUSPENSION OR INELIGIBILITY

By signing this Agreement, the CONTRACTOR/CONSULTANT certifies that the CONTRACTOR/CONSULTANT, and any of its Principals, independent contractors, and/or subcontractors:

1. Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and;
2. Have not, within a three-year period preceding this contract, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with, commission of any of the offenses enumerated in paragraph 2. (above) of this section; and
4. Have not within a three-year period preceding this contract had one or more public transactions (Federal, State, or local) terminated for cause or default.

SAN JOAQUIN COUNTY OFFICE OF EDUCATION
TROY A. BROWN, Ed.D., COUNTY SUPERINTENDENT OF SCHOOLS

PROFESSIONAL SERVICES AGREEMENT

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Executed by the parties on: **07/01/2026**
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Michael Bunch
Contractor/Consultant Contact

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Anthony Flores, Division Director, Operations & Support Services
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2922 Transworld Drive
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Contractor/Consultant Signature

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Company Name (If Applicable)

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Street Address

TRACY, CA 95376
City, State, Zip

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• Anti-Bullying Campaigns: Peer mentoring, kindness challenges, or bystander intervention training.
• Youth Mental Health First Aid

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Merrill F. West High School (Tracy) - $221,415.00

Total Grant Awarded Amount $254,500.00

District allocation of 85% ($216,325.00) of the total grant, in addition to the contracted amount, up to 2% ($5,090.00) of total grant award may be spent on Administration fees. Total of 87%. ($221,415.00)

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If Box Checked, Please Initial: _____ _____
SJCOE *CONSULTANT*

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3. Are you or any of your employees a California Public Employees Retirement System **(CalPERS)** or a California State Teachers Retirement System **(CalSTRS)** member? ☐ Yes ☐ No

   If yes, which system? (CalPERS) ☐ (CalSTRS) ☐

4. Are you, any of your employees or sub-contractors a California Public Employees Retirement System **(CalPERS)** or a California State Teachers Retirement System **(CalSTRS)** retiree? ☐ Yes ☐ No

   If yes, which system? (CalPERS) ☐ (CalSTRS) ☐

Note: If you answered "Yes" to questions 3 or 4 listed above, additional information may be required to ensure accurate retirement reporting such as: employees name, SSN#.

III. MANNER OF PERFORMANCE

CONTRACTOR/CONSULTANT shall perform all services as needed by SJCOE in a competent and professional manner under the direction of Nora Hana, M.A. Ed, PPSC, Director , hereinafter called PROJECT MANAGER who shall review CONTRACTOR/CONSULTANT'S performance and determine the final acceptance of the end product to be produced under the terms of this Agreement.

IV. PLACE OF PERFORMANCE

CONTRACTOR/CONSULTANT shall render service(s) described in Article II at any and all locations as required to complete the Agreement.

V. SUPPLIES AND EQUIPMENT

CONTRACTOR/CONSULTANT shall not have access to and use of supplies and equipment owned by SJCOE, unless stated herein for the purposes of performance of the services described in Article II. N/A .

CONTRACTOR/CONSULTANT agrees to use ordinary care to safeguard and maintain equipment or supplies listed below, and shall be held accountable for loss, damage, or destruction arising within this clause.

VI. COMPENSATION

1. CONTRACTOR/CONSULTANT shall be compensated for the services stipulated in Article II.

2. Payment shall be made no later than thirty (30) days after receipt of an invoice properly completed by the CONTRACTOR/CONSULTANT and approved by the Project Manager. All invoices should include the Purchase Order number and be submitted in duplicate.

3. In the event the CONTRACTOR/CONSULTANT is allowed and authorized to incur personal expenses attendant to the performance of services as described in Article II, CONTRACTOR/CONSULTANT reimbursement must be in compliance with the approved SJCOE rates listed below.

Breakfast	**$18.00**	**Lodging**	**$203.00 (per night, plus tax)**
Lunch	**$20.00**	**Mileage**	**76¢ per mile**
Dinner	**$31.00**		

Note: If CONTRACTOR/CONSULTANT requires air travel and if such travel is approved as an additional expense, CONTRACTOR/CONSULTANT is expected to purchase coach class 30 day advance ticket.

VII. WARRANTY

CONTRACTOR/CONSULTANT warrants that it has the expertise or has experts available to help in the preparation of services as set forth in Article II in a manner consistent with generally accepted standards of CONTRACTOR'S/CONSULTANT'S profession. CONTRACTOR/CONSULTANT further warrants that he/she will perform said services in a legal-adequate manner in conformance with all applicable federal, state and local laws and guidelines.

VIII. CHANGES

SJCOE or CONTRACTOR/CONSULTANT may, from time to time, request changes in the scope of the service(s) of CONTRACTOR/CONSULTANT to be performed hereunder. Such changes, including any increase or decrease in the amount of CONTRACTOR'S/CONSULTANT'S compensation and/or changes in the schedule must be authorized in advance by SJCOE IN WRITING. Mutually agreed changes shall be incorporated in written amendments to the Agreement.

IX. LIABILITY OF CONSULTANT-NEGLIGENCE

CONTRACTOR/CONSULTANT shall be responsible for performing the work in a safe and skillful manner consistent with generally accepted standards of CONTRACTOR'S/CONSULTANT'S profession, and shall be liable for its own negligence and the negligent acts of its employees, agents, contractors, and subcontractors. Except as set forth in this Agreement, SJCOE shall have no right of control over the manner in which the work is to be done but only as to its outcome, and shall not be charged with the responsibility of preventing risk to CONTRACTOR/CONSULTANT or its employees, agents, contractors or subcontractors.

X. INDEMNITY AND LITIGATION COSTS

To the fullest extent permitted by law, CONTRACTOR/CONSULTANT shall fully indemnify, defend, and hold harmless SJCOE, its officers, officials, agents and employees from and against any and all claims, damages, demands, liability, costs, losses, and expenses, including without limitation court costs and reasonable attorneys' fees arising out of or in connection with CONTRACTOR'S/CONSULTANT'S performance of work hereunder or its failure to comply with any of its obligations contained in the Agreement, except such loss of damage which was caused by the sole negligence or willful misconduct of SJCOE. This indemnification shall extend to claims occurring after this Agreement is terminated as well as while it is in force. This indemnity shall apply regardless of any active and/or passive negligent act or omission of CONTRACTOR/CONSULTANT, or its agents or employees. The indemnity in this section shall not be limited by insurance requirements or by any other provision of this Agreement.

XI. CONTRACTOR/CONSULTANT TO PROVIDE INSURANCE

CONTRACTOR/CONSULTANT shall not commence any work before obtaining and shall maintain in force at all times during the term and performance of this Agreement, to the extent required by law, the policies of insurance specified below:

1. I am aware of the provisions of Section 3700 of the Labor Code, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.
2. Comprehensive General Liability Insurance in the amount of $
3. CONTRACTOR/CONSULTANT must provide a certificate of insurance prior to beginning any work under this Agreement ☐ Yes ☐ N/A
4. If student contact shall occur, the Certificate of Insurance must show liability coverage in the amount of $ for Child Abuse, Child Molestation and or Sexual Abuse. No coverage will be accepted without these declarations.
5. By signing this Agreement CONTRACTOR/CONSULTANT confirms that all requirements of this section have been met.
6. The insurance shall name the Superintendent, the County Board of Education, officers or employees as additional named insured in the policy.

SJCOE Project Manager Fingerprinting Certification:

By signing this agreement, the SJCOE project manager hereby certifies that the **CONTRACTOR/CONSULTANT** for this project will have contact with students as indicated below:

☐ CONTRACTOR/CONSULTANT will have **NO** contact with students.

☐ CONTRACTOR/CONSULTANT will have contact with students only in the immediate presence of an SJCOE staff member.

● CONTRACTOR/CONSULTANT will have unsupervised contact with students. Please complete the Contractor Certification information.

XII. ASSIGNMENT

This Agreement is for personal services to be performed by CONTRACTOR/CONSULTANT and may not be assigned to, sublet to, or performed by any person or persons who are not parties hereto except by employees of CONTRACTOR/CONSULTANT.

XIII. TERMINATION OF AGREEMENT

This Agreement shall terminate as set out in Article I, except:

1. SJCOE may terminate at any time if CONTRACTOR/CONSULTANT does not perform, or refuses to perform, according to this Agreement.
2. SJCOE may terminate services of CONTRACTOR/CONSULTANT at any time, if, in the professional judgment of the PROJECT MANAGER named herein, CONTRACTOR'S/CONSULTANT'S performance is unsatisfactory as to the manner of performance or the product of said performance fails to meet SJCOE'S requirements as specified in Article II.
3. Either party may terminate upon 30 days written notice.
4. In the event of early termination, CONTRACTOR/CONSULTANT shall be paid for all work or services performed to the date of termination, based on PROJECT MANAGER'S determination of product delivered.

XIV. NOTICES

All notices and demands between the Parties hereto shall be in writing and served either personally or by overnight delivery with a tracking system confirming delivery to the addresses set forth on the signature page of this agreement. Said notices or demands shall be deemed given when personally delivered or confirmed delivered by overnight tracking to the Party to whom said notice or demand is to be given or made.

Such notices and demands may also be sent by facsimile, electronic-mail, or other similar electronic transmission device providing for a permanent record of the notice or demand, and if so served, said notice or demand shall be deemed given and made at the time the device confirms to the sender delivery thereof to the addressee. The address to which the notices are to be sent may be changed by either party advising the other in writing of such change.

XV. SJCOE'S RIGHT OF RETENTION

SJCOE shall become the owner of and entitled to exclusive possession of all records, documents, graphs, photographic or other reproductions of any kind produced in connection with those services described in Article II, and no other uses thereof will be permitted except by permission of SJCOE. Proprietary materials will be exempted from this clause.

XVI. EXTENSION OF TERM

By mutual consent of the parties hereto the term of service described herein in Article I may be extended by reformation of this Agreement and the attachment hereto of an addendum mutually executed setting forth the extended term.

XVII. CERTIFICATION OF CONTRACTOR STATUS

In the performance of services imposed by this Agreement, the CONTRACTOR/CONSULTANT is at all times acting as an independent contractor and not an employee of SJCOE. The CONTRACTOR/CONSULTANT shall not have any claim under this Agreement or otherwise against SJCOE for vacation, sick leave, retirement benefits, social security, medical benefits, workers' compensation benefits or any other benefits usually provided to employees. CONTRACTOR/CONSULTANT understands and agrees that no taxes or deductions will be withheld from the payments made hereunder to

CONTRACTOR/CONSULTANT and that no taxes will be paid by SJCOE on CONTRACTOR'S/CONSULTANT'S behalf to any governmental taxing body. Further, in the event that SJCOE is hereafter determined to be the employer of the CONTRACTOR/CONSULTANT and is obligated thereby to pay any taxes or charges whatsoever to any taxing body as a result of that determination, CONTRACTOR/CONSULTANT agrees to indemnify and hold harmless SJCOE for all sums paid by the CONTRACTOR/CONSULTANT to the taxing bodies and all expenses incurred incidental thereto, including attorneys' fees and costs. Should CONTRACTOR/CONSULTANT contract with, or employ any persons to assist him on this project, it is agreed that such persons are not employees of SJCOE nor parties to this Agreement and shall have no rights hereunder. CONTRACTOR/CONSULTANT further agrees to make no claim against SJCOE for any unemployment benefits, workers' compensation benefits or medical benefits and expressly agrees the CONTRACTOR/CONSULTANT is not entitled to any such benefits. CONTRACTOR/CONSULTANT agrees that he/she assumes all responsibility in relation to providing SJCOE with an Employer Identification Number or Social Security Number as required by IRS regulations in relation to the conduct of his/her business.

XVIII. CONFIDENTIAL AND TRADE SECRET INFORMATION

CONTRACTOR/CONSULTANT acknowledges that, during the term of this Agreement, CONTRACTOR/CONSULTANT may have access to privileged and confidential knowledge, data, files, records, materials and information, including, but not limited to, confidential student records (collectively, the "Confidential Information"). CONTRACTOR/CONSULTANT shall comply with all laws, regulations, and professional standards pertaining to the confidentiality of SJCOE employment and student records and information which CONTRACTOR/CONSULTANT may have access to in the course of performing services under this Agreement. CONTRACTOR/CONSULTANT covenants and agrees to keep all Confidential Information confidential and not to disclose Confidential Information directly or indirectly during, or subsequent to, the term of this Agreement. CONTRACTOR/CONSULTANT and all of its agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all Confidential Information received in the course of performing the services authorized under this Agreement. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement. Any use of the Confidential Information accessed by Consultant other than for SJCOE'S benefit in connection with the independent contractor relationship between CONTRACTOR/CONSULTANT and SJCOE established by this Agreement will constitute a wrongful usurpation of the Confidential Information by CONTRACTOR/CONSULTANT. The CONTRACTOR/CONSULTANT hereby agrees to forever hold the Confidential Information in strict confidence and secret.

XIX. INVALID PROVISION

Should any provision of this Agreement be declared invalid, void, or unenforceable by a court of competent jurisdiction, the validity and binding effect of any remaining portions shall not be affected and the remaining portions of this Agreement shall remain in full force and effect as if this Agreement had been executed with said provision eliminated.

XX. GOVERNING LAW

This Agreement and the rights and obligations hereunder shall be governed by and construed and interpreted in all respects in accordance with the laws of the State of California except where otherwise specifically set forth herein.

XXI. CERTIFICATION REGARDING DEBARMENT, SUSPENSION OR INELIGIBILITY

By signing this Agreement, the CONTRACTOR/CONSULTANT certifies that the CONTRACTOR/CONSULTANT, and any of its Principals, independent contractors, and/or subcontractors:

1. Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and;
2. Have not, within a three-year period preceding this contract, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with, commission of any of the offenses enumerated in paragraph 2. (above) of this section; and
4. Have not within a three-year period preceding this contract had one or more public transactions (Federal, State, or local) terminated for cause or default.

TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Educational Services
DATE: July 6, 2026
SUBJECT: **Approve Quote for Student Driver's Education Licenses between Edgenuity/DriversEd.com and George and Evelyn Stein High School for the 2026-2027 School Year**

BACKGROUND: George & Evelyn Stein High School seeks approval to purchase student licenses for the Imagine Edgenuity California Driver's Education program in partnership with DriversEd.com. The DMV-licensed online course provides students ages 14 to 17 with flexible access to a comprehensive driver's education curriculum that includes interactive lessons, instructional videos, practice tests, driver training guides, and defensive driving instruction. Students can complete the course on any device with internet access, receive a Certificate of Completion upon passing the final assessment, and become eligible to take the California DMV permit examination.

The program will initially be offered as an after-school WIN (What I Need) Time enrichment option, providing interested students with an opportunity to complete driver's education while remaining engaged in school beyond the instructional day. George & Evelyn Stein High School plans to begin the 2026–2027 school year with 10 student licenses, with the ability to expand to up to 25 licenses as student participation and interest increase throughout the year.

RATIONALE: Providing access to driver's education supports Stein High School's commitment to preparing students for college, career, and life after high school. For many continuation high school students, obtaining a driver's permit and ultimately a driver's license removes transportation barriers that often limit access to employment, dual enrollment, internships, work-based learning, and other postsecondary opportunities. Offering the course during after-school WIN (What I Need) Time provides students with a structured enrichment opportunity that extends learning beyond the instructional day while increasing engagement and supporting individualized student goals.

Beginning with 10 licenses allows the school to evaluate participation, monitor student interest, and implement the program in a fiscally responsible manner. As demand increases, the school may

expand enrollment to up to 25 student licenses during the 2026–2027 school year. This investment aligns with LCAP Goal 3 by improving student engagement, strengthening school connectedness, and expanding equitable access to support that prepare students for success beyond high school. Providing driver's education as an after-school enrichment opportunity removes barriers to employment, postsecondary education, and independent transportation, making it an appropriate use of Equity Multiplier Funds to increase access to opportunities that promote long-term student success.

FUNDING: The cost, not to exceed $1,500.00, will be paid from Equity Multiplier Funds as identified in the 2026-2027 School Plan for Student Achievement (SPSA).

RECOMMENDATION: Approve Quote for Student Driver's Licenses between Edgenuity/DriversEd.com and George & Evelyn Stein High School for the 2026-2027 School Year

PREPARED BY: Mrs. Traci L Mitchell, George and Evelyn Stein High School Principal.

imagine learning

Price Quote

100 S. Mill Ave
Suite 1700
Tempe, AZ 85281
877-725-4257

Date	5/1/2026
Quote No.	Q-261823
Acct. No.	12214869
Total	500.00
Pricing Expires	10/27/2026

Tracy Unified School District
1875 West Lowell Avenue
Tracy CA 95376
United States

NOTE: Drivers Ed licenses intended use at Stein High School. 650 W 10th Street, Tracy, CA 95376

Payment Term	Contract Start	Contract End
Net 30	7/1/2026	6/30/2027

Site	Description	End Date	Qty
Tracy Unified School District			
	Drivers Education (CA)	06/30/2027	10

Subtotal	500.00
Tax Total	0.00
Total	500.00

Imagine Learning will audit enrollment count throughout the year. If more enrollments are found to be in use than purchased, Imagine Learning will invoice the customer for the additional usage.

This quote is subject to Imagine Learning LLC Terms and Conditions of Company Services ("Terms and Conditions"). These Terms and Conditions are available at www.imaginelearning.com/standard-terms-and-conditions, may change without notice and are incorporated by this reference. By signing this quote or by submitting a purchase order or form purchasing document, Customer explicitly agrees to these Terms and Conditions resulting in a legally binding agreement. To the fullest extent permitted under applicable law, all pricing information contained in this quote is confidential and may not be shared with third parties without Imagine Learning's written consent.

Not valid unless accompanied by a purchase order. Please specify a shipping address if applicable. Please e-mail this quote, the purchase order and order documentation to AR@imaginelearning.com or fax to 480-423-0213.

Tracy Unified School District

Signature: _____
Print Name: _____
Title: _____
Date: _____

Imagine Learning Representative

Jesse Tafolla
Account Executive - California
jesse.tafolla@imaginelearning.com
imaginethefutureoflearning.com
(530) 760-7043

TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Educational Services
DATE: July 1, 2026
SUBJECT: **Ratify Agreement for Subscription Contract Services Between Xello – College and Career Software Program and George & Evelyn Stein High School for the 2026-2027 School Year**

BACKGROUND: George and Evelyn Stein High School serves students who are credit deficient and working toward graduation through an individualized alternative education program. The 2025 California School Dashboard and Stein's 2026-2027 School Plan for Student Achievement (SPSA) identify college and career readiness as a critical area for continued growth, with only 1.6% of students meeting the College/Career Prepared indicator. Local needs assessments and graduate exit surveys further indicate that students need increased access to career exploration, postsecondary planning, work-based learning opportunities, and structured transition supports. Stein's Vision/Advisory program provides a dedicated structure for students to develop these skills while building personalized postsecondary plans and completing graduation portfolio requirements.

RATIONALE: Approval of the Xello College and Career Readiness platform will provide students with a comprehensive, evidence-based system to support career exploration, academic planning, employability skill development, and postsecondary readiness throughout the 2026-2027 school year. Xello will continue to be implemented during Vision/Advisory, where students complete career interest assessments, develop individualized learning and career plans, create resumes, document work-based learning experiences, and maintain their graduation portfolios. The platform strengthens Stein's efforts to increase student engagement in future planning while ensuring every graduate leaves with a documented postsecondary plan aligned to their goals. This purchase directly supports SPSA Goal 1 by preparing students for college, careers, and life after high school and aligns with LCAP Goal 3 by expanding college and career readiness opportunities for all students.

FUNDING: The cost, not to exceed $3,750.00, will be paid by Equity Multiplier Funds.

RECOMMENDATION: Ratify Agreement for Subscription Contract Services between Xello and George and Evelyn Stein High School for the 2026-2027 School Year

PREPARED BY: Mrs. Traci L Mitchell, George and Evelyn Stein High School Principal.

ORDER SUMMARY

REF-075498

QUOTE FOR:

ATTN: **Accounts Payable**
George and Evelyn Stein High School
650 W. 10Th St.
Tracy, CA 95376

REQUESTED BY:

Traci Mitchell
Tracy Unified School District
1875 W. Lowell Ave.
Tracy, CA 95376

SUBSCRIPTION PERIOD:

Start Date: **Aug 1, 2026**
End Date: **Jul 31, 2027**
Duration: **12 months**

PRODUCT	QTY	ANNUAL RATE	PRICE	SUBTOTAL
Xello for High School	1	**$3,000.00** Per School	$3,000.00	$3,000.00
Data Integration Services Data integration services – SSO, automated account provisioning, and rostering.	1	**$300.00** Per School	$300.00	$300.00
Custom Web Training Training must occur within the contract period	1	**$450.00** Per Session	$450.00	$450.00

NOTES:

GRAND TOTAL:
$3,750.00
USD

Xello Terms of Use Agreement
W8 Form
Billing + Renewals FAQ's

APPROVAL STATUS:
This order has been approved

NEXT STEPS:

- **IMPORTANT:** Please email the Purchase Order to Skye Dempster at skyed@xello.world.
- Your order will be processed and an invoice sent to:
  - tramitchell@tusd.net

skyed@xello.world

Phone: (800) 965-8541 ext. 175

1867 Yonge Street • Suite 502 • Toronto, ON M4S 1Y5 • Canada

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and Xello, hereinafter referred to as "Contractor," is for consultant or special services to be performed by a non-employee of the District. District and Contractor, herein named, do mutually agree to the following terms and conditions:

1. Contractor shall perform the following duties:

   Online access to college/career readiness/employability, life skills platform, data integration, implementation services and custom web training.

   Contractor shall do all work, attend all meetings, produce all reports and carry out all activities necessary for completion of the services described in this paragraph (1) AND OR [the attached hereto and incorporated herein by this reference as Exhibit "A".] This Agreement and its exhibits shall be known as the "Agreement Documents." Terms set forth in any Agreement Document shall be deemed to be incorporated in all Agreement Documents as if set forth in full therein. In the event of conflict between terms contained in these Agreement Documents, the more specific term shall control. If any portion of the Agreement Documents shall be in conflict with any other portion, provisions contained in the Agreement shall govern over conflicting provisions contained in the exhibits to the Agreement.

2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 365 (365) DAYS, under the terms of this agreement at the following location Stein High School.

3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:

   a. District shall pay $3,750.00 per FLAT RATE, not to exceed a total of $3,750.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.

   b. District SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed $0.00 for the term of this agreement.

   c. District shall make payment on a SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.

4. The terms of the agreement shall commence on 08/01/2026, and shall terminate on 07/31/2027.

5. This agreement may be terminated at any time during the term by either party upon 30 days' written notice of termination delivered by certified mail, return receipt requested.

6. Amendments, changes or modifications in the terms of this Agreement may only be made at any time by mutual written agreement between the parties hereto and shall be signed by the persons authorized to bind the parties hereto.

7. Contractor shall contact the District's designee, Dr. Zachary Boswell, at 209-830-3202 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.

8. Contractor enters into this Agreement as an independent contractor and not as an employee of the District. The Contractor shall have no power or authority by this Agreement to bind the District in any respect except as provided herein. Nothing in this Agreement shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Contractor are employees, agents, contractors or subcontractors of the Contractor and not of the District. The District shall not be obligated in any way to pay any wage claims or other claims made against Contractor by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this Agreement.

   a. CONTRACTOR shall be required to provide proof (Certificate of Insurance) of comprehensive general liability insurance coverage in the amount of one million dollars ($1,000,000.00) combined single limit per occurrence; two million dollars ($2,000,000.00) general aggregate. A separate additional insured endorsement shall be provided to include the DISTRICT and its officers, officials, employees, agents and volunteers as additional insured in the policy. It is agreed that insurance coverage provided by CONTRACTOR herein is endorsed as primary and noncontributory to any similar insurance or self-insurance carried by DISTRICT. The DISTRICT reserves the right to adjust its insurance requirements as needed.

   b. Contractor WILL NOT have significant contact with students. If applicable, proof of professional liability insurance, to include one million dollars ($1,000,000.00) per occurrence for Sexual Abuse/Molestation is also required. If applicable, CONTRACTOR will comply with the provisions of Education Code 45125 regarding the submission of fingerprints to the California Department of Justice and the completion of criminal background investigations of the CONTRACTOR and/or its employees.

   Contractor agrees to hold harmless and to indemnify District for:

   Any injury to person or property sustained by Contractor or by any person, firm or corporation employed directly or indirectly by the Contractor or by any of the individuals participating in or associated with him or her, however caused; and any injury to person or property sustained by any person, firm or corporation, caused by act, neglect, default or omission of Contractor, or any person, firm or corporation directly or indirectly employed by Contractor upon or in connection with this Agreement, or any of the participants arising out of or in the course of their term of this Agreement, and Contractor at his or her own cost, expense and risk, shall defend any and all actions, suits or other legal proceedings that may be instituted against District for any such claim or demand, and pay or satisfy any judgment that may be rendered against District in any such action, suit or legal proceedings or the result thereof. Nothing herein provided shall be construed to require Contractor to hold harmless or indemnify District for liability or damages resulting from the negligence or willful act or omission of District or its officers, agents or employees.

9. This Agreement is for the personal services of the Contractor and Contractor may not assign the performance of the services to any person or persons who are not parties to this Agreement except for employees of Contractor. None of the services covered by this Agreement shall be subcontracted without the prior written consent of the District, which will not be unreasonably withheld. Contractor shall be as fully responsible to the District for the negligent acts and omissions of its contractors and subcontractors, and of persons either directly or indirectly

employed by them, as it is for the negligent acts and omissions of persons directly employed by Contractor.

10. Contractor certifies that his or her current employer, if any, is fully cognizant of this Agreement and that payments hereunder are not in conflict with any federal, state, or local statutes, rules or regulations or with any policies of Contractor's current employer. Contractor covenants that neither it, nor any of its employees, agents, contractors or subcontractors has any interest, nor shall they acquire any interest, direct or indirect, in the subject of the Agreement, nor any other interest which would conflict in any manner or degree with the performance of its services hereunder. Contractor shall make all disclosures required by the District's conflict of interest code in accordance with the category designated by the District, unless the District determines in writing that Contractor's duties are more limited in scope than is warranted by the category designated by the District code and that a narrower disclosure category should apply. Contractor also agrees to make disclosure in compliance with the District conflict of interest code if, at any time after the execution of this Agreement, District determines and notifies Contractor in writing that Contractor's duties under this Agreement warrant greater disclosure by Contractor than was originally contemplated. Contractor shall make disclosures in the time, place and manner set forth in the conflict of interest code and as directed by the District.

11. District shall become the owner of, and entitled to, exclusive possession of all records, documents, graphs, photographic or other reproductions of any kind produced in the scope of services performed and no other uses thereof will be permitted except by permission of the District Proprietary materials will be exempted from this clause.

12. Contractor shall keep itself fully informed of, shall observe and comply with, and shall cause any and all persons, firms or corporations employed by it or under its control to observe and comply with, applicable federal, state, county and municipal laws, ordinances, regulations, orders and decrees which in any manner affect those engaged or employed on the work described by this Agreement or the materials used or which in any way affect the conduct of the work.

13. Contractor shall not engage in unlawful employment discrimination. Such unlawful employment discrimination includes, but is not limited to, employment discrimination based upon a person's race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, gender, citizenship, or sexual orientation.

14. Contractor shall maintain and make available for inspection by the District and its auditors accurate records of all of its costs, disbursements and receipts with respect to any work under this Contract. Such inspections may be made during regular office hours at any time until six (6) months after the final payments under this Agreement are made to the Contractor.

AGREED:

Jeff Harris
Contractor Signature 06/18/2026

President & Co-Founder
Title

Business Services Reviews

Tracy Unified School District

Date

Equity Multiplier
Funding Source

Stein
Site/Department:

Date Approved by the Board

Rev. 10.28.15

TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Educational Services
DATE: July 22, 2026
SUBJECT: **Approve Agreement for Contract Services with Lift Enrichment to Provide After-School Cooking Program through the Expanded Learning Opportunities Program**

BACKGROUND: The expanded Learning Opportunities Program (ELO-P), Assembly Bill 130 (Amended by AB 167), is intended to ensure that all Local Educational Agencies (LEAs) offer all unduplicated students currently in classroom-based instructional programs access to comprehensive after-school and intersessional expanded learning opportunities – California Ed. Code (EX) Section 46120. LIFT Enrichment Healthy Culinary Workshop is an interactive program for students to learn about health, nutrition and how to cook delicious, healthy meals. This program will expose students to healthy recipes each week so they can learn culinary fundamentals and improve their understanding of nutrition.

RATIONALE: This contract ensures 672 hours of in-person culinary workshops between 11 sites, serving up to 2,160 students.

This Agenda item meets District Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or career goals; Goal #3: Apply fiscal, operational and community resources to ensure a safe learning environment that supports staff and student goals.

FUNDING: The cost of this contract is not to exceed $415,968 and will be funded through the Expanded Learning Opportunities Program (ELO-P).

RECOMMENDATION: Approve Agreement for Contract Services with Lift Enrichment to Provide After-School Cooking Program through the Expanded Learning Opportunities Program.

Prepared by: Rocio Garcia, Director of ELOP & School Readiness.

Proposed Schedule

Program Goal: To expose students to healthy recipes each week, helping them build culinary fundamentals and strengthen their understanding of nutrition. Throughout the program, students participate in multiple hands-on workshops featuring nutritious ingredients such as zucchini, spinach, black beans, cauliflower, bell peppers, eggs, and more.

Students are introduced to key nutrients, including fiber, vitamins A, B, and C, antioxidants, and carbohydrates. Each lesson also integrates concepts from science, math, and cultural studies, along with practical cooking techniques that support skill development. The program highlights how affordable and accessible it can be to prepare healthy meals at home. Chef Teachers bring a big serving of FUN to each lesson, creating an engaging environment that keeps students excited to participate each week.

Proposed Schedule: School Year 2026-2027

Total Sites: 11

Total Workshops: 672 Hours In-Person Culinary Workshops

Fall 2026 Cycle 1	School Site	Day	Times	Start Date	Workshops	Students
	Site 1	Monday	3:30 pm - 4:30 pm Group 1 4:30 pm - 5:30 pm Group 2	9/14 - 10/23 5 Weeks Off Week of 10/5	10	40
		Wednesday	3:30 pm - 4:30 pm Group 1 4:30 pm - 5:30 pm Group 2		10	40
	Site 2	Tuesday	3:30 pm - 4:30 pm Group 1 4:30 pm - 5:30 pm Group 2		10	40
		Thursday	3:30 pm - 4:30 pm Group 1 4:30 pm - 5:30 pm Group 2		10	40
	Site 3	Monday	3:30 pm - 4:30 pm Group 1 4:30 pm - 5:30 pm Group 2		10	40
		Wednesday	3:30 pm - 4:30 pm Group 1 4:30 pm - 5:30 pm Group 2		10	40
	Site 4	Tuesday	3:30 pm - 4:30 pm Group 1 4:30 pm - 5:30 pm Group 2		10	40
		Thursday	3:30 pm - 4:30 pm Group 1 4:30 pm - 5:30 pm Group 2		10	40
	Site 5	Monday	3:30 pm - 4:30 pm Group 1 4:30 pm - 5:30 pm Group 2		10	40
		Wednesday	3:30 pm - 4:30 pm Group 1 4:30 pm - 5:30 pm Group 2		10	40
				Total	100	400

Fall 2026 Cycle 2	School Site	Day	Times	Start Date	Workshops	Students
	Site 6	Monday	3:30 pm - 4:30 pm Group 1 4:30 pm - 5:30 pm Group 2	10/26 - 12/18 7 Weeks	14	40
		Wednesday	3:30 pm - 4:30 pm Group 1 4:30 pm - 5:30 pm Group 2		14	40
	Site 7	Tuesday	3:30 pm - 4:30 pm Group 1 4:30 pm - 5:30 pm Group 2		14	40
		Thursday	3:30 pm - 4:30 pm Group 1 4:30 pm - 5:30 pm Group 2		14	40
	Site 8	Monday	3:30 pm - 4:30 pm Group 1 4:30 pm - 5:30 pm Group 2		14	40
		Wednesday	3:30 pm - 4:30 pm Group 1 4:30 pm - 5:30 pm Group 2		14	40
	Site 9	Tuesday	3:30 pm - 4:30 pm Group 1 4:30 pm - 5:30 pm Group 2		14	40
		Thursday	3:30 pm - 4:30 pm Group 1 4:30 pm - 5:30 pm Group 2		14	40
	Site 10	Monday	3:30 pm - 4:30 pm Group 1 4:30 pm - 5:30 pm Group 2		14	40
		Wednesday	3:30 pm - 4:30 pm Group 1 4:30 pm - 5:30 pm Group 2		14	40
	Site 11	Tuesday	3:30 pm - 4:30 pm Group 1 4:30 pm - 5:30 pm Group 2		14	40
		Thursday	3:30 pm - 4:30 pm Group 1 4:30 pm - 5:30 pm Group 2		14	40
				Total	168	480

Winter 2027 Cycle 1	School Site	Day	Times	Start Date	Workshops	Students
	Site 1	Monday	3:30 pm - 4:30 pm Group 1 4:30 pm - 5:30 pm Group 2	1/11 - 2/19 6 Weeks	12	40
		Wednesday	3:30 pm - 4:30 pm Group 1 4:30 pm - 5:30 pm Group 2		12	40
	Site 2	Tuesday	3:30 pm - 4:30 pm Group 1 4:30 pm - 5:30 pm Group 2		12	40
		Thursday	3:30 pm - 4:30 pm Group 1 4:30 pm - 5:30 pm Group 2		12	40
	Site 3	Monday	3:30 pm - 4:30 pm Group 1 4:30 pm - 5:30 pm Group 2		12	40
		Wednesday	3:30 pm - 4:30 pm Group 1 4:30 pm - 5:30 pm Group 2		12	40
	Site 4	Tuesday	3:30 pm - 4:30 pm Group 1 4:30 pm - 5:30 pm Group 2		12	40
		Thursday	3:30 pm - 4:30 pm Group 1 4:30 pm - 5:30 pm Group 2		12	40
	Site 5	Monday	3:30 pm - 4:30 pm Group 1 4:30 pm - 5:30 pm Group 2		12	40
		Wednesday	3:30 pm - 4:30 pm Group 1 4:30 pm - 5:30 pm Group 2		12	40
				Total	120	400

Winter 2027 Cycle 2	School Site	Day	Times	Start Date	Workshops	Students
	Site 6	Monday	3:30 pm - 4:30 pm Group 1 4:30 pm - 5:30 pm Group 2	2/22 - 4/9 6 Weeks Off Week of 3/8	12	40
		Wednesday	3:30 pm - 4:30 pm Group 1 4:30 pm - 5:30 pm Group 2		12	40
	Site 7	Tuesday	3:30 pm - 4:30 pm Group 1 4:30 pm - 5:30 pm Group 2		12	40
		Thursday	3:30 pm - 4:30 pm Group 1 4:30 pm - 5:30 pm Group 2		12	40
	Site 8	Monday	3:30 pm - 4:30 pm Group 1 4:30 pm - 5:30 pm Group 2		12	40
		Wednesday	3:30 pm - 4:30 pm Group 1 4:30 pm - 5:30 pm Group 2		12	40
	Site 9	Tuesday	3:30 pm - 4:30 pm Group 1 4:30 pm - 5:30 pm Group 2		12	40
		Thursday	3:30 pm - 4:30 pm Group 1 4:30 pm - 5:30 pm Group 2		12	40
	Site 10	Monday	3:30 pm - 4:30 pm Group 1 4:30 pm - 5:30 pm Group 2		12	40
		Wednesday	3:30 pm - 4:30 pm Group 1 4:30 pm - 5:30 pm Group 2		12	40
	Site 11	Tuesday	3:30 pm - 4:30 pm Group 1 4:30 pm - 5:30 pm Group 2		12	40
		Thursday	3:30 pm - 4:30 pm Group 1 4:30 pm - 5:30 pm Group 2		12	40
				Total	144	480

Spring 2027 Cycle 1	School Site	Day	Times	Start Date	Workshops	Students
Middle Schoolers will attend for this Cycle	Site 1	Monday	3:30 pm - 4:30 pm Group 1 4:30 pm - 5:30 pm Group 2	4/12 - 5/21 7 Weeks	14	40
		Wednesday	3:30 pm - 4:30 pm Group 1 4:30 pm - 5:30 pm Group 2		14	40
	Site 2	Tuesday	3:30 pm - 4:30 pm Group 1 4:30 pm - 5:30 pm Group 2		14	40
		Thursday	3:30 pm - 4:30 pm Group 1 4:30 pm - 5:30 pm Group 2		14	40
	Site 3	Monday	3:30 pm - 4:30 pm Group 1 4:30 pm - 5:30 pm Group 2		14	40
		Wednesday	3:30 pm - 4:30 pm Group 1 4:30 pm - 5:30 pm Group 2		14	40
	Site 4	Tuesday	3:30 pm - 4:30 pm Group 1 4:30 pm - 5:30 pm Group 2		14	40
		Thursday	3:30 pm - 4:30 pm Group 1 4:30 pm - 5:30 pm Group 2		14	40
	Site 5	Monday	3:30 pm - 4:30 pm Group 1 4:30 pm - 5:30 pm Group 2		14	40
		Wednesday	3:30 pm - 4:30 pm Group 1 4:30 pm - 5:30 pm Group 2		14	40
				Total	140	400

Proposal

Tracy USD

Rocio Garcia

# Students	Description	Total Due
2160	672 Hours In-person Healthy Culinary Workshops $619 per workshop	$415,968
	Culinary Supply Kits, 11 x $595 each	—
	Fresh ingredients for all workshops	—
	Serving Supplies	—
	Cleanup Supplies	—
	Pantry Basics	—
	Onboarding for each school site to prepare the logistics for the lessons	—
	Insurance Requirements	—
	Sales Tax	—
	Total	$415,968

From:

Jacqueline Roslak, Partnership Director

jackie@liftenrichment.com

LIFT Enrichment LLC

www.LIFTenrichment.com

Phone: 310-890-8704

EIN: 99-1164577

8175 E Evans Rd #15631

Scottsdale, AZ 85260

Partnership Agreement

This agreement is made on June 24, 2026, and entered into by and between (School Partner) and LIFT Enrichment LLC.

School Partner: Tracy USD

Goals

This agreement outlines the proposed relationship between the School Partner and LIFT Enrichment LLC. The goals of the agreement include:

1. Providing educational and interactive healthy culinary workshops at school partners
2. Empowering students to learn how to cook tasty, nutritious meals so they can cook at home for their family and friends

And

Eric Horwitz – LIFT Enrichment LLC

This contract details the service offerings, responsibilities, and policies for services provided to the School Partner and LIFT Enrichment LLC.

1. Agreements

I. School Partner Agrees:

1. To provide LIFT Enrichment LLC with payment
2. To provide LIFT Enrichment LLC with clean classrooms equipped with a sink at the determined date(s) and time(s) of classroom services
3. To allow LIFT Enrichment LLC staff to arrive 15–20 minutes prior to the start of each workshop to set up ingredients, equipment, and utensils for the lesson.
4. To have at least one (1) staff member on-site for the duration of workshop services
5. To assign no more than the agreed-upon number of students to participate in classroom services
6. To communicate to students that culinary workshops are a privilege and that students will be held to school behavior standards

II. LIFT Enrichment LLC Agrees:

1. To provide Healthy Culinary Workshops on the assigned dates with ingredients and supplies
2. To provide responsive support to staff via email, phone call, or in-person meeting (where available) throughout the duration of this contract

III. Addition:

1. We certify that all LIFT Enrichment staff have successfully completed background checks, TB testing, and Live Scan fingerprinting. Each Chef Teacher is verified to have no criminal history and is cleared against all sex offender registries.

IV. No Refund Policy:

1. No refunds—the final number of workshops is set once the contract is signed. If workshops are cancelled by the client with less than 48 hours' notice, we will do our best to reschedule them. If workshops are cancelled by LIFT Enrichment, we will reschedule them as best we can
2. The workshop amount in this contract is final and cannot be changed. Credits can be used within one full school year, but only if scheduling works with all participating sites
3. If a client would like to add workshops, a new contract must be created. If a client would like to reduce workshops, we do not offer such a policy

_____	Jacqueline Roslak
School Partner	LIFT Enrichment LLC
Date: _____	Date: 6/24/2026

TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Educational Services
DATE: July 13, 2026
SUBJECT: **Ratify NPS Master Contract with South Bay High School for the 2026-2027 School Year**

BACKGROUND: The District's Special Education administration would like to contract South Bay High School for placement of one student for the 2026-2027 school year. The residential facility is located in Long Beach, CA. Ratification is necessary at this time due to a priority to place student at the facility.

RATIONALE: Districts must offer a continuum of services including, when necessary, placement at a Residential Treatment Center (RTC). This agenda request supports District Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or careers; and District Strategic Goal #3: Apply fiscal, operational and community resources to ensure a safe learning environment that supports staff and student goals.

FUNDING: Expense for the residential facility will not exceed $55,000.00 for the 2026-2027 school year. Per San Joaquin SELPA local plan agreement, Tracy Unified School District (TUSD) is responsible for educational services cost and SJ SELPA pays for the room and board. Special Education contract expenses are funded through 602 funding for Special Education and budgeted into account 01-6500-0-5750-1180-5800-800-2542.

RECOMMENDATION: Ratify NPS Master Contract with South Bay High School for the 2026-2027 School yYar.

Prepared by: Jason Davis, Director of Special Education.

TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Assoc Supt of Ed Services
DATE: July 30, 2026
SUBJECT: **Approve Contract Service Agreement with Alegre Care Inc. dba Alegre Home Care and Staffing for the 2026-2027 School Year**

BACKGROUND: The District's Health Services would like to contract with Alegre Care Inc., dba Alegre Home Care and Staffing for the 2026-2027 school year to provide supplemental RN's and LVN's to perform duties as required.

RATIONALE: Tracy Unified School District must offer a continuum of services. Apply fiscal, operational and community resources to ensure a safe learning environment that supports staff and student goals.

FUNDING: Expense for this contract will be $275,000.00 for the 2026-2027 school year. Services will be paid with Unrestricted General Funds. Budgeted in account #01-0000-0-1110-3140-5800-800-2302.

RECOMMENDATION: Approve Contract Service Agreement with Alegre Care Inc. dba Alegre Home Care and Staffing for the 2026-2027 School Year.

Prepared by: Erica Contreras, Health Services Coordinator.

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and Alegre Care, Inc. dba Alegre Home Care and Staffing, hereinafter referred to as "Contractor," is for consultant or special services to be performed by a non-employee of the District. District and Contractor, herein named, do mutually agree to the following terms and conditions:

1. Contractor shall perform the following duties: Perform catheterizations, manage diabetics, provide 1-on-1 LVN/RN services and perform other duties as required.

District shall pay rates as follows: LVN1- $60.50/hr, LVN2 Vision/Hearing Certificate- $62.50/hr, RN- $92.00/hr

RN/BSN (Credentialed School Nurse)- $115.00/hr

Contractor shall do all work, attend all meetings, produce all reports and carry out all activities necessary for completion of the services described in this paragraph (1) AND OR [the attached hereto and incorporated herein by this reference as Exhibit "A".] This Agreement and its exhibits shall be known as the "Agreement Documents." Terms set forth in any Agreement Document shall be deemed to be incorporated in all Agreement Documents as if set forth in full therein. In the event of conflict between terms contained in these Agreement Documents, the more specific term shall control. If any portion of the Agreement Documents shall be in conflict with any other portion, provisions contained in the Agreement shall govern over conflicting provisions contained in the exhibits to the Agreement.

2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 225 ( ) [ ] **HOURS** [X] **DAYS**, under the terms of this agreement at the following location District Wide.

3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:

   a. District shall pay $see rate above per [ ] **HOUR** [ ] **DAY** [ ] **FLAT RATE**, not to exceed a total of $275,000.000. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.

   b. District [ ] **SHALL** [X] **SHALL NOT** reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed $0.00 for the term of this agreement.

   c. District shall make payment on a [X] **MONTHLY PROGRESS BASIS** [ ] **SINGLE PAYMENT UPON COMPLETION OF THE DUTIES** and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.

4. The terms of the agreement shall commence on July 1st 2026, and shall terminate on June 30th 2027.

5. This agreement may be terminated at any time during the term by either party upon 30 days days' written notice of termination delivered by certified mail, return receipt requested.

6. Amendments, changes or modifications in the terms of this Agreement may only be made at any time by mutual written agreement between the parties hereto and shall be signed by the persons authorized to bind the parties hereto.

7. Contractor shall contact the District's designee, Erica Contreras, at (209) 830-3280 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.

8. Contractor enters into this Agreement as an independent contractor and not as an employee of the District. The Contractor shall have no power or authority by this Agreement to bind the District in any respect except as provided herein. Nothing in this Agreement shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Contractor are employees, agents, contractors or subcontractors of the Contractor and not of the District. The District shall not be obligated in any way to pay any wage claims or other claims made against Contractor by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this Agreement.

   a. CONTRACTOR shall be required to provide proof (Certificate of Insurance) of comprehensive general liability insurance coverage in the amount of one million dollars ($1,000,000.00) combined single limit per occurrence; two million dollars ($2,000,000.00) general aggregate. A separate additional insured endorsement shall be provided to include the DISTRICT and its officers, officials, employees, agents and volunteers as additional insured in the policy. It is agreed that insurance coverage provided by CONTRACTOR herein is endorsed as primary and noncontributory to any similar insurance or self-insurance carried by DISTRICT. The DISTRICT reserves the right to adjust its insurance requirements as needed.

   b. Contractor **[X] WILL [ ] WILL NOT** have significant contact with students. If applicable, proof of professional liability insurance, to include one million dollars ($1,000,000.00) per occurrence for Sexual Abuse/Molestation is also required. If applicable, CONTRACTOR will comply with the provisions of Education Code 45125 regarding the submission of fingerprints to the California Department of Justice and the completion of criminal background investigations of the CONTRACTOR and/or its employees.

   Contractor agrees to hold harmless and to indemnify District for:

   Any injury to person or property sustained by Contractor or by any person, firm or corporation employed directly or indirectly by the Contractor or by any of the individuals participating in or associated with him or her, however caused; and any injury to person or property sustained by any person, firm or corporation, caused by act, neglect, default or omission of Contractor, or any person, firm or corporation directly or indirectly employed by Contractor upon or in connection with this Agreement, or any of the participants arising out of or in the course of their term of this Agreement, and Contractor at his or her own cost, expense and risk, shall defend any and all actions, suits or other legal proceedings that may be instituted against District for any such claim or demand, and pay or satisfy any judgment that may be rendered against District in any such action, suit or legal proceedings or the result thereof. Nothing herein provided shall be construed to require Contractor to hold harmless or indemnify District for liability or damages resulting from the negligence or willful act or omission of District or its officers, agents or employees.

9. This Agreement is for the personal services of the Contractor and Contractor may not assign the performance of the services to any person or persons who are not parties to this Agreement except for employees of Contractor. None of the services covered by this Agreement shall be subcontracted without the prior written consent of the District, which will not be unreasonably withheld. Contractor shall be as fully responsible to the District for the negligent acts and omissions of its contractors and subcontractors, and of persons either directly or indirectly

employed by them, as it is for the negligent acts and omissions of persons directly employed by Contractor.

10. Contractor certifies that his or her current employer, if any, is fully cognizant of this Agreement and that payments hereunder are not in conflict with any federal, state, or local statutes, rules or regulations or with any policies of Contractor's current employer. Contractor covenants that neither it, nor any of its employees, agents, contractors or subcontractors has any interest, nor shall they acquire any interest, direct or indirect, in the subject of the Agreement, nor any other interest which would conflict in any manner or degree with the performance of its services hereunder. Contractor shall make all disclosures required by the District's conflict of interest code in accordance with the category designated by the District, unless the District determines in writing that Contractor's duties are more limited in scope than is warranted by the category designated by the District code and that a narrower disclosure category should apply. Contractor also agrees to make disclosure in compliance with the District conflict of interest code if, at any time after the execution of this Agreement, District determines and notifies Contractor in writing that Contractor's duties under this Agreement warrant greater disclosure by Contractor than was originally contemplated. Contractor shall make disclosures in the time, place and manner set forth in the conflict of interest code and as directed by the District.

11. District shall become the owner of, and entitled to, exclusive possession of all records, documents, graphs, photographic or other reproductions of any kind produced in the scope of services performed and no other uses thereof will be permitted except by permission of the District. Proprietary materials will be exempted from this clause.

12. Contractor shall keep itself fully informed of, shall observe and comply with, and shall cause any and all persons, firms or corporations employed by it or under its control to observe and comply with, applicable federal, state, county and municipal laws, ordinances, regulations, orders and decrees which in any manner affect those engaged or employed on the work described by this Agreement or the materials used or which in any way affect the conduct of the work.

13. Contractor shall not engage in unlawful employment discrimination. Such unlawful employment discrimination includes, but is not limited to, employment discrimination based upon a person's race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, gender, citizenship, or sexual orientation.

14. Contractor shall maintain and make available for inspection by the District and its auditors accurate records of all of its costs, disbursements and receipts with respect to any work under this Contract. Such inspections may be made during regular office hours at any time until six (6) months after the final payments under this Agreement are made to the Contractor.

AGREED:

Lina Digitally signed by Lina Date: 2026.04.16 13:47:13 -07'00'

Contractor Signature Title

Lina Yalda

IRS Identification Number

46-4825783

Title

Client Services Manager

Address

4380 Redwood Highway, #A6

San Rafael, CA 94903

Tracy Unified School District

Date

Account Number to be Charged

Department/Site Approval

Budget Approval

Date Approved by the Board

Rev. 06.23.16

TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Educational Services
DATE: July 30, 2026
SUBJECT: **Ratify Agreement for Contract Services between UC Berkley and Health Services Department for the 2026-2027 School Year**

BACKGROUND: The Tracy Unified School District (TUSD) provides hearing screening all students who may be experiencing health challenges. We do not have enough screeners in TUSD to cover all the students. UC Berkley will serve to supplement the nursing staff needs for our health service department.

RATIONALE: The agency that TUSD has used for years to assist in hearing screening is UC Berkley. They have been very beneficial to TUSD and our students. This new contract will continue to help supplement the nursing staff needed for Health Services.

FUNDING: The total cost for UC Berkley services will not exceed $11,500. Services will be paid with Unrestricted General Funds.

RECOMMENDATION: Ratify Agreement for Contract Services between UC Berkley and Health Services Department for the 2026-2027 School Year.

Prepared by: Erica Contreras, Health Services Coordinator.

TRACY UNIFIED SCHOOL DISTRICT
1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and The Regents of the University of California, on behalf of the Herbert Wertheim School of Optometry and Vision Science, hereinafter referred to as "Contractor," is for consultant or special services to be performed by a non-employee of the District. District and Contractor, herein named, do mutually agree to the following terms and conditions:

1. Contractor shall perform the following duties: Modified clinical technique vision screening , stands, retinoscopy, ophthalmoscopy, cover test, Snellen/E acuity and color vision on males only. Contractor shall provide all equipment and materials necessary to deliver the services. The services shall be provided pursuant to Education Code sections 49452 and 49455 and Title 5 of the California Code of Regulations, sections 590-597 and in accordance with the California Department of Education guidelines, including "A Guide for Vision Screening in California Public Schools" attached hereto as Exhibit "A" and incorporated by this reference.

   Contractor shall do all work, attend all meetings, produce all reports and carry out all activities necessary for completion of the services described in this paragraph (1) AND the attached Exhibit "A". This Agreement and its exhibits shall be known as the "Agreement Documents." Terms set forth in any Agreement Document shall be deemed to be incorporated in all Agreement Documents as if set forth in full therein. In the event of conflict between terms contained in these Agreement Documents, the more specific term shall control. If any portion of the Agreement Documents shall be in conflict with any other portion, provisions contained in the Agreement shall govern over conflicting provisions contained in the exhibits to the Agreement.

2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of **eleven (11) [ ] HOURS [X] DAYS**, under the terms of this agreement at the following K-5 School Sites in Tracy, California: Louis Bohn Elementary (350 East Mount Diablo Avenue), Central Elementary (200 West Easton Avenue), Wanda Hirsch Elementary (1280 Dove Drive), Melville Jacobson Elementary (1750 West Kavanagh Avenue), McKinley Elementary (800 West Carlton Way), South/West Park Elementary (500 West Mount Diablo Avenue), Louis Villalovoz Elementary (1550 Cypress Drive).

3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:

   a. District shall pay $5.25 Per Child, not to exceed a total of $11,500.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.

   b. District **[ ] SHALL [X] SHALL NOT** reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed $ Not Applicable for the term of this agreement.

   c. District shall make payment on a **[ ] MONTHLY PROGRESS BASIS [X] SINGLE PAYMENT UPON COMPLETION OF THE DUTIES** and within thirty (30) working

days from Contractor's presentation of a detailed invoice or on a claim form provided by District.

4. The terms of the agreement shall commence on August 1, 2026, and shall terminate on July 31, 2027.

5. This Agreement may be terminated at any time during the term by either party upon thirty (30) days' written notice of termination delivered by certified mail, return receipt requested.

6. All provisions which, by their nature, extend beyond the Term will survive termination of this Agreement, including but not limited to, Sections 10 (**Disclaimer of Warranty**), 11 (**Limitation of Liability**), 12 (**Indemnification**), 13 (**Insurance**), 17 (**Contractor Name, Trademarks and Logos**), 19 (**Student Records**), 20 (**Confidentiality**) and 21 (**Copyright**).

7. Amendments, changes or modifications in the terms of this Agreement may only be made at any time by mutual written agreement between the parties hereto and shall be signed by the persons authorized to bind the parties hereto.

8. **Fingerprinting**. The Fingerprinting/Criminal Background Investigation Certification must be completed and attached to this Agreement prior to Contractor performing any portion of the services. Contractor expressly acknowledges that the following conditions shall apply to any work performed by Contractor and Contractor's personnel, officers, principals, paid or unpaid employees, volunteers, students, agents, and subcontractors (collectively, "Contractor") on a school site:

   a. All site visits shall be arranged through the District;

   b. Contractor shall inform District of their proposed activities and schedule at the school site, allowing District time to arrange site visits and assign a location to Contractor without a disruption to the educational process;

   c. Contractor shall check in with the school office each day immediately upon arriving at the school site;

   d. Once at the location on the school site as assigned by District, Contractor shall not change locations without contacting the District; and

   e. Contractor shall use a restroom designated by the District and otherwise shall not use student restroom facilities.

9. **Certifications and Standard of Care**
Contractor represents and warrants to District that Contractor has in effect and shall maintain in full force throughout this Agreement all licenses, credentials, permits and any other required legal qualifications to perform the services or to supervise and permit students to perform the services. Contractor represents that its students have received the proper prerequisite training and education to perform the services, which such services shall only be performed by students under the supervision of Contractor. Services will be performed and deliverables prepared in accordance with generally and currently accepted principles and practices of Contractor's profession for services to California school districts.

10. **Disclaimer of Warranty**

EXCEPT AS PROVIED IN SECTION 9 ABOVE, CONTRACTOR MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED, AS TO THE SERVICES, THE DELIVERABLES, OR THE RESULTS PROVIDED UNDER THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. DISTRICT ACKNOWLEDGES THAT IT USES SUCH SERVICES, DELIVERABLES, AND RESULTS AT ITS OWN RISK. CONTRACTOR SHALL BEAR NO RESPONSIBILITY FOR THE SUCCESS OR FAILURE OF THE SERVICES, DELIVERABLES, OR RESULTS.

11. **Limitation of Liability**

NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES OF ANY KIND ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT, WHETHER IN WARRANTY, TORT, CONTRACT, OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS OR LOSS OF GOOD WILL, WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND WHETHER OR NOT SUCH DAMAGES WERE FORESEEABLE.

12. **Indemnification**

The District shall defend, indemnify, and hold the Contractor, its officers, employees, and agents harmless from and against any and all liability, loss, expense, including reasonable attorneys' fees, or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the District, its officers, agents, or employees. The Contractor agrees to provide the District with prompt notice of any such claim or action and to permit the District to defend any claim or action, and to cooperate fully in such defense. The District shall not settle or consent to the entry of any judgment in any action, suit or proceeding without the consent of the Contractor, and such consent shall not be unreasonably withheld, conditioned, or delayed.

The Contractor shall defend, indemnify, and hold the District, its officers, employees, and agents harmless from and against any and all liability, loss, expense, including reasonable attorneys' fees, or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the Contractor, its officers, agents, or employees. The District agrees to provide the Contractor with prompt notice of any such claim or action and to permit the Contractor to defend any claim or action, and to cooperate fully in such defense. The Contractor shall not settle or consent to the entry of any judgment in any action, suit or proceeding without the consent of the District, and such consent shall not be unreasonably withheld, conditioned, or delayed.

13. **Insurance**

a. The Parties shall keep in full force and effect during the Term, at each Party's own expense, insurance or in the case of the Contractor, self-insurance with coverages as follows ("Insurance"):

i. Commercial Form General Liability Insurance with minimum limits as follows:

Each Occurrence	$1,000,000
Products/Completed Operations Aggregate	$2,000,000
Personal and Advertising Injury	$1,000,000
General Aggregate	$2,000,000

ii. Workers Compensation as required by applicable law.

iii. Contractor shall maintain sexual molestation and abuse coverage with a $1 million per occurrence, $2 million aggregate limit of liability.

b. If the Insurance is written on a claims-made form, it shall continue for three (3) years following termination of this Agreement. The Insurance shall provide for a retroactive date of placement prior to or coinciding with the Effective Date of this Agreement.

c. Each Party shall be named as an additional insured on the General Liability and Business Automobile insurance of the other Party, in proportion to and to the extent of the negligent acts or omissions of the former Party's officers, employees and agents.

d. Upon execution of this Agreement, each Party shall furnish the other Party with a Certificate of Insurance (the "Certificate of Insurance") evidencing compliance with the insurance provisions of this Agreement. The District's Certificate of Insurance shall be delivered to Contractor's representative specified in Section 13. Each Party is required to give thirty (30) days' advance written notice to such other Party of any modification, change, or cancellation with respect to the Insurance.

e. The insurance requirements set forth in this Section shall not limit a Party's liability.

14. Contractor shall contact the District's designee, Robert Pecot, at (209) 830-3280 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described. Contractor's designee is Vikki Yu at vyu@berkeley.edu.

15. This Agreement is for the personal services of the Contractor and Contractor may not assign the performance of the services to any person or persons who are not parties to this Agreement except for employees of Contractor. None of the services covered by this Agreement shall be subcontracted without the prior written consent of the District, which will not be unreasonably withheld. Contractor shall be as fully responsible to the District for the negligent acts and omissions of its contractors and subcontractors, and of persons either directly or indirectly employed by them, as it is for the negligent acts and omissions of persons directly employed by Contractor.

16. **Intentionally Omitted.**

17. **Contractor's Name, Trademarks and Logos**
The District shall not use the name of the University of California, any abbreviation thereof, any name of which "University of California" is a part, or any trademarks or logos of the Contractor ("University Marks"), in any commercial context (including, without limitation, on products, in media (including websites), and in advertisements), or in cases when such use may imply an endorsement or sponsorship of the District, its products or services. All such uses of the Contractor's name and trademarks must receive prior written consent from The Regents of the University of California through the Office of Business Contracts and Brand Protection, who can

be reached at bcbp@berkeley.edu. At all times, the District agrees to comply with California Education Code Section 92000.

University Marks are and shall remain exclusively the property of the Contractor. The District shall not, either directly or indirectly, obtain or attempt to obtain during the Term hereof or at any time thereafter, any right, title or interest in or to University Marks, and the District hereby expressly waives any right which it may have in University Marks. The District recognizes the Contractor's exclusive ownership of University Marks.

18. Contractor certifies that his or her current employer, if any, is fully cognizant of this Agreement and that payments hereunder are not in conflict with any federal, state, or local statutes, rules or regulations or with any policies of Contractor's current employer. Contractor covenants that neither it, nor any of its employees, agents, contractors or subcontractors has any interest, nor shall they acquire any interest, direct or indirect, in the subject of the Agreement, nor any other interest which would conflict in any manner or degree with the performance of its services hereunder. Contractor shall make all disclosures required by the District's conflict of interest code in accordance with the category designated by the District, unless the District determines in writing that Contractor's duties are more limited in scope than is warranted by the category designated by the District code and that a narrower disclosure category should apply. Contractor also agrees to make disclosure in compliance with the District conflict of interest code if, at any time after the execution of this Agreement, District determines and notifies Contractor in writing that Contractor's duties under this Agreement warrant greater disclosure by Contractor than was originally contemplated. Contractor shall make disclosures in the time, place and manner set forth in the conflict of interest code and as directed by the District.

19. **Student Records**
All student data, information, files and treatment records provided by District to Contractor or created or maintained by Contractor while performing the services under this Agreement are the property of the District. Contractor understands and agrees that District student files and treatment records are confidential pursuant to the Federal Educational Rights and Privacy Act ("FERPA"), Individuals with Disabilities Education Act ("IDEA"), Health Insurance Portability and Accountability Act of 1996 ("HIPAA") Transactions and Code Sets Rules applicable to Medi-Cal billing and health clinics (if applicable under this Agreement), and applicable state law. Contractor shall limit access to student records to those individuals who reasonably need access to them in order to perform their responsibilities under this Agreement. Contractor shall abide by District policies and procedures related to the confidentiality of student records as defined herein.

20. **Confidentiality**
The Parties acknowledge that they may be exposed to confidential and proprietary information of the other that may include, without limitation, student records, curriculum and instructional materials, other technical information (including functional and technical specifications, designs, analysis, research, processes, computer programs, and methods), business information (including marketing, financial, and personnel information), intellectual property, trade secrets, and other information designated as proprietary or confidential expressly or by the circumstances in which it is provided ("Confidential Information"). Confidential Information does not include (i) information already known or independently developed by the Contractor, (ii) information in the public domain through no wrongful act, (iii) information received from a third party who was free to disclose it, or (iv) information subject to disclosure pursuant to the California Public Records Act, court issued subpoena, or other applicable federal or state law.

The Parties shall maintain the confidentiality of all Confidential Information received in the course of this Agreement and comply with all state and federal laws concerning the maintenance

and disclosure of such Confidential Information. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.

Each Party agrees that, with respect to the other Party's Confidential Information, it shall not, without the other Party's prior written approval, use, disclose to third parties, alter, or remove the Confidential Information in a manner not expressly authorized by this Agreement except as approved in advance by the owner of the information, or as required to comply with federal or state laws or regulations, including without limitation, the California Public Records Act and any health care or medical laws that require disclosure or reporting. Each Party shall use at least the same degree of care in safeguarding the other Party's Confidential Information as it uses in safeguarding its own confidential information. Each Party agrees that if it is required by a court of competent jurisdiction or an administrative body to disclose Confidential Information, Party will notify the other Party in writing immediately upon receiving notice of such requirement and prior to any such disclosure, to give other Party an opportunity to oppose or otherwise respond to such disclosure. To the extent Party is still required to disclose Confidential Information, other Party will furnish only that portion that is legally required and will exercise all reasonable efforts to obtain reliable assurance that confidential treatment will be afforded to any Confidential Information.

21. **Copyright**
All rights to a Party's pre-existing copyrighted or copyrightable materials (or derivative works thereof) shall be retained by such Party. Unless otherwise provided in this Agreement, all copyright rights to any works created in the performance of this Agreement ("Works") shall vest with the Contractor as a "work made for hire" under U.S. copyright law. In the event that it is determined that the Contractor is not the owner of such Works under the "work made for hire" doctrine, the District hereby irrevocably assigns to the Contractor all right, title, and interest (including copyright rights) to and in such Works. The Contractor grants to the District a non-transferable, royalty-free, non-exclusive license to use and reproduce the Works solely to the extent necessary to perform the obligations and activities of this Agreement. The District will not use the Works for any other purpose without the prior written consent of the Contractor.

22. **Materials Provided by the District**
The Parties agree that no materials are provided to Contractor by District.

23. **Governing Law**
This Agreement shall be governed by and interpreted according to the laws of the State of California, without regard to its conflict of laws provisions.

24. **Modification**
This Agreement may only be amended in a writing, signed by the authorized representatives of the Parties.

25. **Relationship of the Parties**
In the performance of this Agreement, the Parties, and their officers, agents and employees, shall act as independent contractors. Nothing in this Agreement shall create, or be construed to be, a joint venture, association, partnership, franchise or other form of business relationship. At no time will the employees, agents or assigns of one Party be considered the employees of the other Party for any purpose, including but not limited to workers' compensation purposes.

26. **Force Majeure**
If any Party fails to timely perform its obligations under this Agreement as a result of acts of God, labor disputes, strikes, actions of governmental authority, acts of terrorism, wars, judicial orders

or other causes beyond the reasonable control of the Party obligated to perform, then that Party's performance shall be excused for the duration of such force majeure event.

27. **Waiver**
Any failure of the Parties to enforce any of the terms or conditions of this Agreement shall not constitute a waiver and shall not affect or impair such terms or conditions in any way, nor shall it impair the right of the Parties to avail themselves of such remedies as may be available for any breach of this Agreement.

28. Contractor shall keep itself fully informed of, shall observe and comply with, and shall cause any and all persons, firms or corporations employed by it or under its control to observe and comply with, applicable federal, state, county and municipal laws, ordinances, regulations, orders and decrees which in any manner affect those engaged or employed on the work described by this Agreement or the materials used or which in any way affect the conduct of the work.

29. Contractor shall not engage in unlawful employment discrimination. Such unlawful employment discrimination includes, but is not limited to, employment discrimination based upon a person's race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, gender, citizenship, or sexual orientation.

30. **Assignment**
Neither Party may assign this Agreement without the written consent of the other Party. In case such consent is given, the assignee shall agree, in writing, to be subject to all of the terms of this Agreement that are applicable to the assignor.

31. **Severability**
In the event any portion of this Agreement is declared illegal, unenforceable, invalid or void by a court of competent jurisdiction, such portion shall be severed from this Agreement, and the remaining provisions shall remain in full force and effect.

32. **Integration**
This Agreement, including any exhibits, constitutes the entire understanding and agreement between the Parties as to all matters contained herein, and supersedes any and all prior agreements, representations and understandings of the Parties. Any terms and conditions contained in the District's purchase order, and any NDA or separate scope of work or similar document, shall have no force and effect.

33. **Counterparts**
This Agreement may be executed in two or more counterparts, which may be transmitted via facsimile or electronically, each of which shall be deemed an original and all of which together shall constitute one instrument.

34. **Representation on Authority of Parties/Signatories**
Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute this Agreement. Each Party represents and warrants to the other that the execution of the Agreement and the performance of such Party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on such Party and enforceable in accordance with its terms.

[Signature Page Follows]

AGREED:

Michele Huff
Contractor Signature

June 16, 2026
Date

94-6002123
IRS Identification Number

Michèle Huff, Executive Director
Title

UC Berkeley, Business Contracts
Address

2850 Telegraph Ave, Suite 331

Berkeley, CA 94705-7600

Tracy Unified School District

Title

Date

Account Number to be Charged

Department/Site Approval

Budget Approval

FINGERPRINT AND CRIMINAL BACKGROUND CHECK CERTIFICATION (NON-CONSTRUCTION CONTRACTS)

In accordance with the Department of Justice fingerprint and criminal background investigation requirements of Education Code section 45125.1 et seq.

With respect to the Agreement for Special Contract Services ("Agreement") between the **Tracy Unified School District** ("District") and **The Regents of the University of California, on behalf of the Herbert Wertheim School of Optometry and Vision Science** ("Contracting Party"):

One of the boxes below must be checked with regard to Contracting Party and Contracting Party's personnel (officers, principals, paid or unpaid employees, volunteers, students, agents, subtenants and subcontractors of Contracting Party who will provide services under the Agreement) ("Contracting Party's Personnel") and the arrangements verified by an authorized representative of District prior to commencement of the Agreement.

☐ Fingerprinting/Background Check requirements do not apply because Contracting Party/Contracting Party's Personnel will not have any interaction with District pupils based on the type of service being provided, the location at which services will be provided, or for other reason (Specify):

_____

☒ Contracting Party/Contracting Party's Personnel qualify for a waiver of fingerprint/criminal background check requirements on the following basis:

___ The services provided by Contracting Party/Contracting Party's Personnel are for an emergency or exceptional situation, such as when pupil health or safety is endangered or when repairs are needed to make school facilities safe and habitable. [Ed. Code, §45125.1(b)]

___ Contracting Party/Contracting Party's Personnel will have no interaction with District pupils that is not under the immediate supervision and control of the pupil's parent/guardian. Enter details of parental supervision:

_____

_____

_____

___ Contracting Party/Contracting Party's Personnel will have no interaction with pupils that is not under the immediate supervision and control of a District employee who has been properly fingerprinted and undergone background checks. Enter details of District employee supervision arrangements:

_x_ Contractor and its employees/subcontractors will have LIMITED CONTACT with pupils and Contractor will be under continued monitoring/surveillance by a District employee.

☐ Contracting Party is a sole proprietor who may interact with District pupils not under the immediate supervision of a pupil's parent, guardian or District employee, and in accordance with the fingerprinting requirements of Education Code section 45125.1(h), hereby agrees to the District's preparation and submission of fingerprints so that the California Department of Justice may determine (A) that Contracting Party has not been convicted of a felony, as that term is defined in Education Code section 45122.1 and/or (B) that the prohibition does not apply to an employee as provided by Education Code section 45125.1(e)(2) or (3). No work or action under the Agreement shall commence until the Department of Justice ascertains that Contracting Party has not been convicted of a felony as defined in Government Code Section 45122.1.

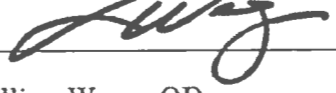
☐ Contracting Party is not a sole proprietor and has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all Contracting Party's Personnel who may interact with District pupils not under the immediate supervision of a pupil's parent, guardian or District employee during the term of the Agreement, and the California Department of Justice has determined (A) that none of Contracting Party's Personnel has been convicted of a felony, as that term is defined in Education Code section 45122.1 and/or (B) that the prohibition does not apply to an employee as provided by Education Code section 45125.1(e)(2) or (3). When the Contracting Party performs the criminal background check, it shall immediately provide any subsequent arrest and conviction information it receives to the District pursuant to the subsequent arrest service. A complete and accurate list of Contracting Party's Personnel who may come in contact with District pupils during the course and scope of the Agreement is attached hereto as Attachment "A." No work or action under the Agreement shall commence until the Department of Justice ascertains that none of Contracting Party's Personnel has been convicted of a felony as defined in Government Code Section 45122.1.

CONTRACTING PARTY CERTIFICATION

I am a representative of the Contracting Party entering into this Agreement with the District, and I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of the Contracting Party. By signing below, I certify that the information contained on this certification form is accurate. I understand that it is Contracting Party's sole responsibility to maintain, update, and provide the District with current "Fingerprint and Criminal Background Check Certification" information for all Contracting Party's Personnel throughout the duration of the Agreement. **A list of Contracting Party's Personnel is attached hereto as Attachment A.**

Date: 6-15-2026

Contracting Party: Herbert Wertheim School of Optometry & Vision Science

Signature: 

Print Name: Lillian Wang, OD

Title: Associate Dean for Clinical Affairs

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ATTACHMENT "A"
Contracting Party's Personnel

Name/Company: Dr. Linh Vu

Name/Company: Dr. Kenneth Scott Gee

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

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Name/Company: _____

Name/Company: _____

Name/Company: _____

If further space is required for the list of personnel, attach additional copies of this page.

END OF CERTIFICATION

TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Education Services
DATE: July 13, 2026
SUBJECT: **Approve Contract Service Agreement with Tracy High School (Math & Science) and LAZEL, Inc. (Gizmos Software) for the 2026-2027 School Year**

BACKGROUND: Gizmos (gizmos.explorelearning.com) is a web-based software suite that utilizes science simulations and AI tools to assist teachers presenting complex science concepts and lab simulations to students in effective and efficient ways. The purpose of adopting and implementing this software package can be summarized in two main areas. First, conducting hands-on lab work is often too difficult in the time allowed or is too dangerous effectively demonstrating physical equipment. Second, some teachers need additional assistance in presenting complicated lab-friendly scenarios that would otherwise be outside of an instructor's area of expertise (Ag and Special Education Teachers teaching science courses).

RATIONALE: The purpose of the request is to establish a one-year contract with Gizmos to deliver software-based science simulations and investigations. The hope is that students will have access to more opportunities to experience "hands-on" science phenomena. Additionally, an added benefit is that the software interface somewhat resembles the CAST interface that students will see during state mandated standardized testing in science. This contract will allow THS to provide this software to all teachers in Science, Ag, Special Education, and Mathematics (STEM) for use in their classrooms. This aligns with Goal 4: Activity/Strategy 4 found in the 2026-2027 THS SPSA.

FUNDING: The software program cost will not exceed $11,750.00 and will be funded using Title I funds.

RECOMMENDATION: Approve Contract Service Agreement with Tracy High School (Math & Science) and LAZEL, Inc. (Gizmos Software) for the 2026-2027 School Year.

Prepared by: Mr. Jon Waggle, Principal, Tracy High School.

ExploreLearning | Learning A-Z

PROPOSAL
For: Tracy High School
Presented to: Jon Waggle, Principal
By: Ian Davis
Proposal Expiration: September 30, 2026

Quantity	Unit	Product	Months	Total
1,739	Student	School Gizmos Site License	12	$11,750.00
2	Sessions	Included onsite training (up to 6 hours per day) for up to 25 participants.	12	$0.00

Total: $11,750.00

Multi-year Discounts		Savings of
3 YEARS	$31,725.00	**$3,525.00**
2 YEARS	$22,325.00	**$1,175.00**

This proposal presented on June 3, 2026 is made on behalf of LAZEL, Inc. (FEIN 27-1609020). As provided in the Company customer notice, attached and incorporated herein, as of October 15, 2025, ExploreLearning® and LearningA-Z® products and services are offered and available from its parent company, LAZEL, Inc., and provisioned and supported under the Company's integrated operational model.

Prices contained herein do not include applicable state and local sales taxes. Sales tax may be adjusted at the time of invoicing.

Unless otherwise agreed by Company and customer, the subscription licenses and/or services purchased pursuant to the order agreement will begin on or about the start date as set forth in the proposal and continue in effect for the period set forth in the proposal. Unless otherwise set forth in the proposal or agreed to by Company and customer, all subscription licenses under the order shall have the same start and end dates, all subscription products and services are deemed delivered upon provisioning of subscription license availability, and all subscription licenses and associated services must be used within the subscription period; unused subscription licenses or services are not eligible for refund, credit, or prorating. On-site training may be fulfilled with a virtual training equivalency, as needed.

Acceptance

All subscriptions, products, and/or services are offered subject to the Company's standard license and terms of use, privacy, and other policies for the Company's solution(s), available at https://apps.explorelearning.com/account/el/terms (the "License Terms"), as supplemented by the terms of this proposal. By placing an order, customer confirms its acceptance of the License Terms, as well as the fees in this proposal, which together with the awarded proposal and/or any other associated agreement entered into by Company and customer regarding the subscriptions, products and services under this proposal, constitute the entire agreement between customer and Company regarding such subscriptions, products, and services (the "Agreement"). Customer and Company agree that the terms and conditions of this Agreement supersede any additional or inconsistent terms or provisions in any customer drafted purchase order, which shall be of no effect, or any communications, whether written or oral, between customer and Company relating to the subject matter hereof. In the event of any conflict, the terms of this Agreement shall govern.

Please review our License Terms carefully before activating your account.

Thank you for your business!

Next Steps

PLEASE NOTE THE QUOTE NUMBER (#Q-406840) MUST APPEAR ON PURCHASE ORDER(S) IN ORDER TO PROCESS.

If applicable, please include your certificate of tax-exempt status with your purchase order. Purchase Orders may be sent to ExploreLearning Orders via one of the following methods:

Email to: sales@explorelearning.com, please CC ian.davis@explorelearning.com to streamline processing
Fax to: 434-220-1484
Mail to: PO Box 844615, Boston, MA 02284-4615

You may also contact Ian Davis at 866-882-4141, ext. 325 or ian.davis@explorelearning.com for more information on any aspect of this proposal (#Q-406840).

ExploreLearning | Learning A-Z

Dear Valued Customer,

We are excited to share an important update regarding the operational integration of two of our businesses, ExploreLearning, LLC ("ExploreLearning") and Learning A-Z, LLC ("Learning A-Z"), which are affiliated companies under the common control of our parent company, LAZEL, Inc.

ExploreLearning and Learning A-Z are trusted leaders in K-12 educational technology. As of October 15, 2025, we will integrate the business operations of ExploreLearning and Learning A-Z under their existing parent company, LAZEL, Inc. By uniting these two businesses, we can deliver a broader, more impactful suite of solutions focused on making teaching easier, learning more fun, and outcomes stronger in the subjects that matter most.

For more detail and to access the press release, please click here.

What This Integration Means for You

As a prospective customer, you now have access to the combined expertise and resources of both ExploreLearning and Learning A-Z. Our authorized team members from both companies work together to support the full range of products and services we offer. This integration allows us to provide you with comprehensive educational technology solutions backed by the knowledge and experience of both organizations.

Your data will be managed by authorized and trained personnel from both companies, as well as by trusted third-party service providers who support our operations. All data handling follows applicable data privacy laws and our internal policies to ensure your information remains protected.

Agreement to Terms

By choosing to move forward with a relationship with ExploreLearning, Learning A-Z, or both, you acknowledge and agree to the integrated operational model under LAZEL, Inc. described above. This includes the shared support infrastructure, data management practices, and future purchasing processes.

Looking Ahead

Beginning in January 2026, you will be able to access the product and service offerings of both ExploreLearning and Learning A-Z through a dedicated account representative who can help you explore our comprehensive suite of educational solutions.

We are committed to making your experience with our integrated platform as seamless as possible and will continue to prioritize your educational needs throughout your journey with us.

Thank you for considering ExploreLearning and Learning A-Z as part of your educational journey.

ExploreLearning® | **Learning A-Z™**

Implementation Questionnaire

To ensure the effective implementation of ExploreLearning® and Learning A-Z® products in your school or district, please provide us with the following:

CONTACT

Who is the primary contact to coordinate professional development for your school or district? Please provide the following for that contact:

Name: _____

Title: _____

Email: _____

Phone: _____

WORKSHOP DETAILS

Provide us some details for your workshop(s):

# of Teachers: _____

# of Teachers who are new to the product: _____

# of Teachers who are experienced with the product: _____

TECHNOLOGY

Please provide a description of the types of technology your teachers and students will be using to implement the ExploreLearning / LearningA-Z products:

Technology / Devices:

Additional Notes

Your implementation manager will be in touch with your PD contact via email to schedule your professional development workshop(s). We look forward to working with your teachers!

Professional development workshops are only scheduled for dates after the start of your subscription.

TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Assoc. Supt. of Ed Services
DATE: July 23, 2026
SUBJECT: **Approve Agreement for Special Contract Services with SJCOE for the Artist-in-Residence Program at Villalovoz Elementary School for the 2026-2027 School Year**

BACKGROUND: The Artist-in-Residence Program is provided by the San Joaquin County Office of Education. The program will provide artists who will work with students Transitional Kindergarten through fifth grade for six (6) sessions. Students will learn basic art concepts and carry out various art projects.

RATIONALE: In the past we have been fortunate enough to have the San Joaquin County office of Education, Artist-in-Residence Program provide our students with an opportunity to learn about art in a new way. This program was a wonderful success. Students and teachers were very pleased with not just the art but with the full lessons presented during the art classes. Many students do not get the opportunity to use art in their homes or to go to museums. Opening their eyes to art is vital and also increases their use of language in a meaningful context. The instruction builds on verbal skills and increases students' vocabulary. The art process helps to promote skills such as paying attention to details, critical thinking, reasoning, and improving visual and spatial acuity. The art projects are used to enhance writing and reading project-based learning for the Common Core Standards. This supports Goal 1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or careers.

FUNDING: This contract will be paid with Prop 28 Funding. The Villalovoz Elementary School contract for this MOU will not exceed $8400 to be paid from Prop 28 Arts and Music funds.

RECOMMENDATION: Approve Agreement for Special Contract Services with SJCOE for the Artist-in-Residence Program at Villalovoz Elementary School for the 2026-2027 School Year.

Prepared by: Marji Baumann, Principal, Villalovoz Elementary School.

MEMORANDUM OF UNDERSTANDING
(Villalovoz Elementary School/Phoebe, Peyton, Rajni, Ingrid)

This Agreement by and between the San Joaquin County Office of Education, hereinafter referred to as "SJCOE" and **Villalovoz Elementary School** for the Artists-in-Schools (AIS) department to provide instruction on behalf of SJCOE. The two parties, SJCOE and **Villalovoz Elementary School,** mutually agree to the following terms and conditions:

I. CONSULTANT AND/OR SERVICE DEFINED

This Agreement calls for **Villalovoz Elementary School** to:
1) Appoint staff liaison to arrange the artist's schedule and provide information regarding school site.
2) Give 72-hour notice to SJCOE for cancelled classes due to planned school activities. Failure to give notice may result in the artist being unable to re-schedule classes.
3) Require that the teachers remain in the classroom during the AIS class and be responsible for needed class control and discipline.
4) Expedite timely payment to SJCOE. Artists-in-Residence, **Phoebe Sanchez, Peyton Hawkins, Rajni Sehgal, and Ingrid Rodriguez,** who are temporary employees of SJCOE, will provide instruction per the following Terms of Agreement.

Each session should be approximately 45-60 minutes. Lower grade levels or scheduling conflicts may reduce the session time. The school site liaison provides the daily schedule from dates assigned by SJCOE. **Sessions must be scheduled consecutively without extended breaks.**

II. TERM OF AGREEMENT

Services by SJCOE will begin: **September 3, 2026, and will continue on the following dates. See quote.**

Number of classes: **20 Classrooms, 6-week sessions.**

Staff Contact at site: **Hannah Green, hgreen@tusd.net , (209)830-3331**

Artist Contact: **See quote for artist's contact information.**

This employment is temporary in nature and may be terminated by San Joaquin County Office of Education at any time.

III. COMPENSATION

In consideration of the services provided, **Villalovoz Elementary School** will pay SJCOE the sum of **$8,400.00**

Payment to SJCOE for these services will be made upon written request. The school agrees that it will not employ the aforementioned Artists-in-Residence for a period of one year after this assignment expires.

~~Are you, any of your employees or sub-contractors a CalSTRS or CalPERS retiree? ☐ Yes ☐ No~~ N/A

~~If yes, are they paid through a payroll system that reports to both CalSTRS and CalPERS? ☐ Yes ☐ No~~ N/A

IV. SAN JOAQUIN COUNTY OFFICE OF EDUCATION RIGHT OF RETENTION

SJCOE shall become the owner of and entitled to exclusive possession of all records, documents, graphs, photographic or other reproduction of any kind produced in the scope of services performed and no other uses thereof will be permitted except by permission of SJCOE. Proprietary materials will be exempted from this clause. All professional and/or personal videography, photography and audio taping is strictly prohibited unless prior written consent is obtained from the San Joaquin County Office of Education.

V. EXTENSION OF TERM

By mutual consent of the parties hereto the term of service described herein in Article I may be extended by reformation of this Agreement and attachment hereto of an addendum mutually executed setting forth the extended term.

INDEMNIFICATION

(a) The San Joaquin County Office of Education agrees to hold the Tracy Unified School District, its officers, agents, and employees harmless and defend against any and all claims and liabilities arising out of SAN JOAQUIN COUNTY OFFICE OF EDUCATION'S negligence in performance and operations under this Memorandum of Understanding.

(b) The SAN JOAQUIN COUNTY OFFICE OF EDUCATION will defend and indemnify the TUSD against all claims, demands, and liability for damages for death or bodily injury to persons or for injury to property arising out of or connected with the services to be provided under this MOU. This obligation to defend and indemnify the TUSD will be in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the SAN JOAQUIN COUNTY OFFICE OF EDUCATION.

INSURANCE

The San Joaquin County Office of Education shall provide and maintain:

(a) Liability Insurance: SAN JOAQUIN COUNTY OFFICE OF EDUCATION shall be required to provide comprehensive general liability insurance coverage in the amount of one million dollars ($1,000,000.00), combined single limit per occurrence providing damage liabilities. A separate additional insured endorsement (CG 2026 or its direct equivalent) shall be endorsed to include the TUSD and its Governing Board, its Officers, its Agents, Employees and its Volunteers as additional named insured in the policy. It is agreed that the insurance provided by SAN JOAQUIN COUNTY OFFICE OF EDUCATION is endorsed as primary insurance coverage to any similar insurance or self-insurance carried by TUSD.

(b) Workers' Compensation: If SAN JOAQUIN COUNTY OFFICE OF EDUCATION employs any person to perform work in connection with this MOU, SAN JOAQUIN COUNTY OFFICE OF EDUCATION agrees to provide workers' compensation insurance for SAN JOAQUIN COUNTY OFFICE OF EDUCATION'S employees and agents and agrees to hold harmless. defend and indemnify TUSD for any and all claims arising out of injury, disability, or death of any of SAN JOAQUIN COUNTY OFFICE OF EDUCATION'S employees or agents, including if the loss, damage or expense arises out of the sole or active negligence of the TUSD.

(c) Sexual Molestation Coverage limits of One Million Dollars ($1,000,000.00) combined single limit per occurrence and $2,000,000 aggregate with endorsements for the named additional insureds TUSD, its Governing Board, Officers, Agents, Employees, and Volunteers are required.

(d) The SAN JOAQUIN COUNTY OFFICE OF EDUCATION'S policy shall contain a contractual liability endorsement extending coverage to include the liability assumed by the hold harmless and indemnification provisions in this MOU between the TUSD and the SAN JOAQUIN COUNTY OFFICE OF EDUCATION. The contractual liability coverage or endorsement required by this MOU, shall encompass and cover all indemnification and hold harmless obligations of the SAN JOAQUIN COUNTY OFFICE OF EDUCATION as set forth in this MOU.

(e) SAN JOAQUIN COUNTY OFFICE OF EDUCATION shall furnish TUSD Certificates of Insurance and additional insured endorsements evidencing the coverage specified under this MOU before work commences and further specifying that said insurance shall not be canceled without thirty (30) days prior notice to the TUSD.

Villalovoz Elementary School
1550 Cypress Dr, Tracy, CA 95376

Date

7.14.26
SANDRA WENDELL, COORDINATOR Date
ARTISTS-IN-SCHOOLS
Anthony Flores
07/14/2026
CONTRACTING OFFICER Date
SAN JOAQUIN COUNTY OFFICE OF EDUCATION

SAN JOAQUIN COUNTY OFFICE OF EDUCATION 2026/2027

Artists-in-Schools Quote
VILLALOVOZ

Thank you for your artist-in-schools residency request. Please reply with your approval of this quote within 7 days to secure your dates and we will issue you your MOU.
Your dates may be released after the 7 day period.

Sandra Wendell
swendell@sjcoe.net
(209)468-4973

School Name: Villalovoz
Principal: Hannah Green Email: hgreen@tusd.net Phone: (209)830-3331
Residency Length: 6 Weeks
Number of classrooms: 20
Grade Levels: KG, 1st, 2nd, 3rd, 4th, 5th

Artist Contact: **ARTIST:** Phoebe Sanchez **PHONE:** 209-329-557 **EMAIL:** phoebesnachezwork@gmail.com

ARTIST: Peyton Hawkins **PHONE:** 760-484-4966 **EMAIL:** pey.hawkins14@gmail.com

ARTIST: Rajni Sehgal **PHONE:** 209-666-0200 **EMAIL:** thisisrajni@yahoo.com

ARTIST: Ingrid Rodriguez **PHONE:** 209-858-8694 **EMAIL:** czingc68@gmail.com

Start Date: September 3, 2026

Fee: $8400.00

RESIDENCY DATES

INGRID - GROUP A 5 CLASSES
September 10. 24
November 5
April 6.13.20

PEYTON - GROUP D 5 CLASSES
September 3.10.24
May 5.12.19

RAJNI - GROUP B 5 CLASSES
September 3.10.17.24
December 10.17

PHOEBE - GROUP C 5 CLASSES
November 6

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and SJCOE Artist in Schools, hereinafter referred to as "Contractor," is for consultant or special services to be performed by a non-employee of the District. District and Contractor, herein named, do mutually agree to the following terms and conditions:

1. Contractor shall perform the following duties:

   SJCOE Artist in Schools is to offer 6 art lessons for each of the 20 classes at Villalovoz Elementary School for the 2026-2027 school yea

   Contractor shall do all work, attend all meetings, produce all reports and carry out all activities necessary for completion of the services described in this paragraph (1) AND OR [the attached hereto and incorporated herein by this reference as Exhibit "A".] This Agreement and its exhibits shall be known as the "Agreement Documents." Terms set forth in any Agreement Document shall be deemed to be incorporated in all Agreement Documents as if set forth in full therein. In the event of conflict between terms contained in these Agreement Documents, the more specific term shall control. If any portion of the Agreement Documents shall be in conflict with any other portion, provisions contained in the Agreement shall govern over conflicting provisions contained in the exhibits to the Agreement.

2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of Six 6 ( ) WEEKS, under the terms of this agreement at the following location Villalovoz.

3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:

   a. District shall pay $8,400.00 per FLAT RATE, not to exceed a total of $8,400.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.

   b. District SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed $0.00 for the term of this agreement.

   c. District shall make payment on a MONTHLY PROGRESS BASIS and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.

4. The terms of the agreement shall commence on 08/01/2026, and shall terminate on 06/01/2027.

5. This agreement may be terminated at any time during the term by either party upon 30 days' written notice of termination delivered by certified mail, return receipt requested.

6. Amendments, changes or modifications in the terms of this Agreement may only be made at any time by mutual written agreement between the parties hereto and shall be signed by the persons authorized to bind the parties hereto.

7. Contractor shall contact the District's designee, Marji Baumann, at 209-830-3331 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.

8. Contractor enters into this Agreement as an independent contractor and not as an employee of the District. The Contractor shall have no power or authority by this Agreement to bind the District in any respect except as provided herein. Nothing in this Agreement shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Contractor are employees, agents, contractors or subcontractors of the Contractor and not of the District. The District shall not be obligated in any way to pay any wage claims or other claims made against Contractor by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this Agreement.

   a. CONTRACTOR shall be required to provide proof (Certificate of Insurance) of comprehensive general liability insurance coverage in the amount of one million dollars ($1,000,000.00) combined single limit per occurrence; two million dollars ($2,000,000.00) general aggregate. A separate additional insured endorsement shall be provided to include the DISTRICT and its officers, officials, employees, agents and volunteers as additional insured in the policy. It is agreed that insurance coverage provided by CONTRACTOR herein is endorsed as primary and noncontributory to any similar insurance or self-insurance carried by DISTRICT. The DISTRICT reserves the right to adjust its insurance requirements as needed.

   b. Contractor WILL have significant contact with students. If applicable, proof of professional liability insurance, to include one million dollars ($1,000,000.00) per occurrence for Sexual Abuse/Molestation is also required. If applicable, CONTRACTOR will comply with the provisions of Education Code 45125 regarding the submission of fingerprints to the California Department of Justice and the completion of criminal background investigations of the CONTRACTOR and/or its employees.

   Contractor agrees to hold harmless and to indemnify District for:

   Any injury to person or property sustained by Contractor or by any person, firm or corporation employed directly or indirectly by the Contractor or by any of the individuals participating in or associated with him or her, however caused; and any injury to person or property sustained by any person, firm or corporation, caused by act, neglect, default or omission of Contractor, or any person, firm or corporation directly or indirectly employed by Contractor upon or in connection with this Agreement, or any of the participants arising out of or in the course of their term of this Agreement, and Contractor at his or her own cost, expense and risk, shall defend any and all actions, suits or other legal proceedings that may be instituted against District for any such claim or demand, and pay or satisfy any judgment that may be rendered against District in any such action, suit or legal proceedings or the result thereof. Nothing herein provided shall be construed to require Contractor to hold harmless or indemnify District for liability or damages resulting from the negligence or willful act or omission of District or its officers, agents or employees.

9. This Agreement is for the personal services of the Contractor and Contractor may not assign the performance of the services to any person or persons who are not parties to this Agreement except for employees of Contractor. None of the services covered by this Agreement shall be subcontracted without the prior written consent of the District, which will not be unreasonably withheld. Contractor shall be as fully responsible to the District for the negligent acts and omissions of its contractors and subcontractors, and of persons either directly or indirectly

employed by them, as it is for the negligent acts and omissions of persons directly employed by Contractor.

10. Contractor certifies that his or her current employer, if any, is fully cognizant of this Agreement and that payments hereunder are not in conflict with any federal, state, or local statutes, rules or regulations or with any policies of Contractor's current employer. Contractor covenants that neither it, nor any of its employees, agents, contractors or subcontractors has any interest, nor shall they acquire any interest, direct or indirect, in the subject of the Agreement, nor any other interest which would conflict in any manner or degree with the performance of its services hereunder. Contractor shall make all disclosures required by the District's conflict of interest code in accordance with the category designated by the District, unless the District determines in writing that Contractor's duties are more limited in scope than is warranted by the category designated by the District code and that a narrower disclosure category should apply. Contractor also agrees to make disclosure in compliance with the District conflict of interest code if, at any time after the execution of this Agreement, District determines and notifies Contractor in writing that Contractor's duties under this Agreement warrant greater disclosure by Contractor than was originally contemplated. Contractor shall make disclosures in the time, place and manner set forth in the conflict of interest code and as directed by the District.

11. District shall become the owner of, and entitled to, exclusive possession of all records, documents, graphs, photographic or other reproductions of any kind produced in the scope of services performed and no other uses thereof will be permitted except by permission of the District. Proprietary materials will be exempted from this clause.

12. Contractor shall keep itself fully informed of, shall observe and comply with, and shall cause any and all persons, firms or corporations employed by it or under its control to observe and comply with, applicable federal, state, county and municipal laws, ordinances, regulations, orders and decrees which in any manner affect those engaged or employed on the work described by this Agreement or the materials used or which in any way affect the conduct of the work.

13. Contractor shall not engage in unlawful employment discrimination. Such unlawful employment discrimination includes, but is not limited to, employment discrimination based upon a person's race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, gender, citizenship, or sexual orientation.

14. Contractor shall maintain and make available for inspection by the District and its auditors accurate records of all of its costs, disbursements and receipts with respect to any work under this Contract. Such inspections may be made during regular office hours at any time until six (6) months after the final payments under this Agreement are made to the Contractor.

AGREED:

Sandra Wendell
Contractor Signature 06/08/2026

Program manager,
Title

Business Services Review Yes

Tracy Unified School District

Date

Prop 28 Arts and Music Funds
Funding Source

Villalovoz Elementary
Site/Department:

Date Approved by the Board

Rev. 10.28.15

TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Assoc. Supt. of Educational Services
DATE: July 22, 2026
SUBJECT: **Approve Service Agreement for Keynote Speaker Dee Hankins (DeeHankins.com) to Present at Merrill F. West High School on November 6, 2026**

BACKGROUND: Dee Hankins will provide an all-grade level assembly and an "Resilience" breakout session for Freshman, and Sophomores. The assembly will be 1.5 hours and the breakout session will be 1 hour on November 9, 2026.

RATIONALE: Focusing on the continuation of programs designed to support high school students in areas such as mental health, behavior and attendance. Dee Hankins will deliver an inspiring keynote titled "Resilience", aiming at cultivating self-determination and accountability among high school students. Emphasizing the significance of personal empowerment and resilience in navigating challenges. This aligns with Strategic Goal #4 (Developing the Whole Student).

FUNDING: The cost for this event will not exceed $13,000.00. Funding for this event will be paid by West High School Site funds.

RECOMMENDATION: Approve Service Agreement for Keynote Speaker Dee Hankins (DeeHankins.com) to Present at Merrill F. West High School on November 6, 2026.

Prepared by: Gary Henderson, Principal Merrill F. West High School.

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and Dee Hankings Inc., hereinafter referred to as "Contractor," is for consultant or special services to be performed by a non-employee of the District. District and Contractor, herein named, do mutually agree to the following terms and conditions:

1. Contractor shall perform the following duties:

   Dee Hankins will deliver an inspiring keynote speaking assembly titled "Resilience", aiming at cultivating self-determination and accountability among high school students. Emphasizing the significance of personal empowerment and resilience in navigating challenges. Focusing on the continuation of programs designed to support high school students in areas such as mental health, behavior and attendance.

   Contractor shall do all work, attend all meetings, produce all reports and carry out all activities necessary for completion of the services described in this paragraph (1) AND OR [the attached hereto and incorporated herein by this reference as Exhibit "A".] This Agreement and its exhibits shall be known as the "Agreement Documents." Terms set forth in any Agreement Document shall be deemed to be incorporated in all Agreement Documents as if set forth in full therein. In the event of conflict between terms contained in these Agreement Documents, the more specific term shall control. If any portion of the Agreement Documents shall be in conflict with any other portion, provisions contained in the Agreement shall govern over conflicting provisions contained in the exhibits to the Agreement.

2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of One 1 ( ) DAYS , under the terms of this agreement at the following location Merrill F. West High School .

3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:

   a. District shall pay $12,997.00 per FLAT RATE , not to exceed a total of $13,000.00 Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.

   b. District SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed $0.00 for the term of this agreement.

   c. District shall make payment on a SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.

4. The terms of the agreement shall commence on 11/06/2026, and shall terminate on 11/06/2026.

5. This agreement may be terminated at any time during the term by either party upon 30 days' written notice of termination delivered by certified mail, return receipt requested.

employed by them, as it is for the negligent acts and omissions of persons directly employed by Contractor.

10. Contractor certifies that his or her current employer, if any, is fully cognizant of this Agreement and that payments hereunder are not in conflict with any federal, state, or local statutes, rules or regulations or with any policies of Contractor's current employer. Contractor covenants that neither it, nor any of its employees, agents, contractors or subcontractors has any interest, nor shall they acquire any interest, direct or indirect, in the subject of the Agreement, nor any other interest which would conflict in any manner or degree with the performance of its services hereunder. Contractor shall make all disclosures required by the District's conflict of interest code in accordance with the category designated by the District, unless the District determines in writing that Contractor's duties are more limited in scope than is warranted by the category designated by the District code and that a narrower disclosure category should apply. Contractor also agrees to make disclosure in compliance with the District conflict of interest code if, at any time after the execution of this Agreement, District determines and notifies Contractor in writing that Contractor's duties under this Agreement warrant greater disclosure by Contractor than was originally contemplated. Contractor shall make disclosures in the time, place and manner set forth in the conflict of interest code and as directed by the District.

11. District shall become the owner of, and entitled to, exclusive possession of all records, documents, graphs, photographic or other reproductions of any kind produced in the scope of services performed and no other uses thereof will be permitted except by permission of the District Proprietary materials will be exempted from this clause.

12. Contractor shall keep itself fully informed of, shall observe and comply with, and shall cause any and all persons, firms or corporations employed by it or under its control to observe and comply with, applicable federal, state, county and municipal laws, ordinances, regulations, orders and decrees which in any manner affect those engaged or employed on the work described by this Agreement or the materials used or which in any way affect the conduct of the work.

13. Contractor shall not engage in unlawful employment discrimination. Such unlawful employment discrimination includes, but is not limited to, employment discrimination based upon a person's race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, gender, citizenship, or sexual orientation.

14. Contractor shall maintain and make available for inspection by the District and its auditors accurate records of all of its costs, disbursements and receipts with respect to any work under this Contract. Such inspections may be made during regular office hours at any time until six (6) months after the final payments under this Agreement are made to the Contractor.

AGREED:

Contractor Signature 07/22/2026

Owner
Title

Business Services Reviews

Tracy Unified School District

Date

Site Funds
Funding Source

West High
Site/Department:

Date Approved by the Board

Rev. 10.28.15

TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Assoc Supt of Ed Services
DATE: July 13, 2026
SUBJECT: **Approve Agriculture Incentive Grant for the 2026-2027 School Year for the West High Agriculture Program**

BACKGROUND: The State Department of Education requires that school districts submit an application in order to receive funding for Agriculture Incentive Grant, and that this application be approved by local school board.

RATIONALE: The Grant provides additional money for materials, travel and equipment for students and teachers. By accepting these funds, the District agrees to supplement the Agricultural program by an in-kind match of the funds in the amount of $45,237. These activities align with Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or career goals. Strategic Goal #2: Hire, support, develop, train, and sustain district employees who create a singleness of purpose focused on maximizing students' academic, social an emotional potential, and Strategic Goal #3: Apply fiscal, operational and community resources to ensure a safe learning environment that supports staff and student goals.

FUNDING: The Grant will provide $45,237. And the district is responsible for supplying in-kind matching funds. The matching funds have been accounted for through the Perkins Grant, CTE, CTEIG, West High Scholl site budget, Title 1 and ASB funds for the Agriculture Department. No additional funds are required from the district.

RECOMMENDATION: Approve Agriculture Incentive Grant for the 2026-2027 School Year for the West High Agriculture Program.

Prepared by: Mr. Gary Henderson, Merrill F. West High School Principal.

Merrill F. West Agriculture Department
Merrill F. West High School
1775 Lowell Avenue
Tracy, CA 95376
(209) 830-3370 Ext. 3191, 3852
mhepner@tusd.net

July 13, 2026

Dear Mr. Henderson,

Please find attached a TUSD Board Agenda request seeking approval for 2026-2027 Agriculture Incentive Grant.

The AIG provides essential funds that support the additional requirements of the Career Technical Student Organization FFA events and leadership training needed for student opportunities and travel for the whole year. This includes students and staff attending California Agriculture Teachers Association (CATA) Delta Valley Sectional, Central Region, State or National FFA association and CTE events for the upcoming school year.

This request is to be submitted to the TUSD Board on behalf of the West Agriculture Program. Please help me to attain approval for this grant. If you have any concerns or questions regarding this list, please let me know.

Thank you for your assistance in this matter with the improvement of this department and FFA chapter in mind.

Sincerely,

Marlene Hepner, Instructor
Cc:dh

Application for Funding
Agricultural Career Technical Education
Incentive Grant Program Year 2026–2027

(for use by High School and Combined Middle and High School Programs)

Project Duration: July 1, 2026, to June 30, 2027

School Site: Merrill F West High School

District: Tracy Unified School District

Certification:

I hereby certify that the school district named above will abide by and follow all applicable state and federal laws and regulations; that to the best of my knowledge, the information contained in this application is correct and complete; and that the school district acknowledges and certifies the district's intent to abide by and follow the below certifications and assurances:

a. General Assurances and Certifications 2026-27 web page at https://www.cde.ca.gov/fg/fo/fm/generalassurances2026-27.asp

b. The school district certifies to the Superintendent of Public Instruction that the grant funds received and the matching funds contributed by the district shall be used solely for the purpose of purchasing or leasing equipment for use in agricultural career technical education programs. [*Education Code* 52461(b)]

c. The school district certifies and assures that the ACTEIG grant funds will be used to supplement, not supplant, the school district's ongoing expenditures for the Agricultural Career Technical Education Program.

Signature of Superintendent or Designee

Superintendent of Tracy Unified School Distric
Title of Designee

Signature of Agriculture Teacher Responsible for Program

Signature of Principal

Agriculture Teacher Contact Cell Number: 209 815 7276

School District Board Approval Date: est. 8 11 26

Name of Agriculture Teachers for 2025–26:

Marlene Hepner	Audrianna Farmer
Kari Cabrera	Brenda Petersen
Taylor Lehfeldt	
Ashley Nelson	

Part A - Base Funding

To qualify for the Agriculture Career Technical Education Incentive Grant, an applicant must meet all the following criteria or provide a Variance Request approved by the Regional Supervisor for each criterion not met. All evidence must be submitted with the original application.

☑ 1. Properly Credentialed Teachers:
Log on to the California Commission on Teacher Credentialing at https://www.ctc.ca.gov/ and provide a printout of credentials or a copy of current credentials. (2026 - Required for teachers who were hired during the 2025-26 school year.)

☑ 2. Professional Development:
Provide printout from teacher journal in Agriculture Experience Tracker (AET) verifying professional development activities. Each teacher (with 50% of their teaching assignment in agriculture) must have participated in **six** state-approved professional development activities during the 2025-26 school year. (2026 - Required)

☑ 3. Course Sequence:
Provide evidence of at least one two-year agriculture course pathway. (2026 - Nothing required unless the pathway has changed since last year.)

☑ 4. Alternative Credits:
Submit description of at least one two-year agriculture course pathway. (2026 - Only required for NEW pathways that were taught in 2025-26 or if changes have been made to your existing pathways.)

☑ 5. Grading of Future Farmers of America (FFA) and Supervised Agricultural Experience Participation (SAE):
Provide a copy of each course syllabus identifying the grading policy for FFA and SAE. (2026 - Only required for **NEW** courses that were taught in 2025-26 or if changes have been made to your department policies.)

☑ 6. Future Farmers of America (FFA) Constitution & By-Laws:
Provide a copy of the current FFA Chapter Constitution & Bylaws with the language relating to the election of officers highlighted.
(2026 - Nothing required unless there were changes in 2025-26.)

☑ 7. Future Farmers of America (FFA) Meetings:
Use meeting manager in AET or provide minutes for a minimum of six chapter meetings held during the 2025-26 school year. (2026 - Required)

☑ 8. Graduate Exit Survey:
Have completed graduate exit surveys submitted in AET. (2026- Required for all 2026 graduates)

9. Agriculture Advisory Committee:

☑ Provide a roster of the 2025-26 committee members with their roles and contact information. (Note: Ag teachers and administrators are ex officio/non-voting members of the Advisory Committee.) (2026 – Required)

☑ Provide minutes for **two** local Agriculture Advisory Committee meetings. (Note: District- wide CTE, Academy, and/or ROP committees will not be accepted.) (2026 - Required)

Roster & minutes templates are available here:
https://calaged.org/resources/program_management

PART A – Base Funding (Continued)

Qualified Program ($6,000) to each site		$ 6,000
Number of Agriculture Teachers (with at least 50% of their teaching assignment in agriculture) in 2025-26?	6	
Teacher-based funding (Number of teachers x $500)		$ 3,000
Number of Students as identified on the 2025-26 FFA Membership roster?	638	
Student-based funding (Number of students x $15)		$ 9,570

Class size funding only applies to Agriculture Teachers with at least 50% of their teaching assignment in agriculture.

Class size funding A (number of teachers meeting level A in all classes – 28 in classroom/22 in shop classes)	2	
Class size A funding (Number of teachers meeting level A class size x $2,000)		$ 4,000
Class size funding B (number of teachers meeting level B in all classes – 31 in classroom/25 in shop classes)	2	
Class size B funding (Number of teachers meeting level B class size x $1,000)		$ 2,000

SAE Period - funding will only be granted if the period is provided in addition to the regular preparatory period provided to all teachers; no students can be assigned to this period

Number of teachers receiving SAE period(s) in 2025-26	1	
SAE Period funding (Number of teachers receiving SAE periods x $2,000)		$ 2,000

Extended Contract - funding will only be granted if the extended contract provided is at least $2,000 per teacher

Number of teachers receiving Extended Contract in 2025-26	6	
Extended Contract funding (Number of teachers receiving Extended Contracts x $2,000)		$ 12,000
Total Part A – Base Funding:		$ 38,570

PART B – Excellence in Ag Education Funds

Applicants may qualify for up to $ 10,000 of additional funding based on their ability to meet the Professional Development requirement and the Agricultural Advisory Committee meeting requirement listed at the beginning of this section. If a program does not meet these two requirements, they are not eligible to apply for Part B funding.

There are three sections where an applicant may qualify for additional funding in Part B: 1) Classroom; 2) Leadership Development (FFA); and 3) Supervised Agricultural Experience (SAE). A program must meet all criteria listed in that specific section to be eligible to receive additional funding for that section. If any of the criteria listed in a section is not met in the section, the applicant is not eligible for funding in that section. Verification of meeting criteria will be taken from entries in the AET as well as other documentation provided by the applicant. The AET report will be developed based on data as of June 30th. This report will be used to complete Part B and will be included as part of the application. Other documentation must be submitted at the time the original application is submitted to the Regional Supervisor.

Professional Development – Each teacher (with at least 50 percent of their teaching assignment in agriculture during 2025-26) must have participated in **eight** state-approved professional development activities.

- This will be verified by reviewing the documentation provided for Part A – Base Funding (#2). No additional evidence is required.

Agriculture Advisory Committee: Provide the minutes for a **third** local Agriculture Advisory Committee meeting held during the 2025-26 school year.

- *Note: District-wide CTE, Academy, and/or ROP committees will not be accepted*
- Roster & minutes templates are available here: https://calaged.org/resources/program_management

CLASSROOM	Minimum Percentage	Program Percentage
Freshman Retention - Percentage of freshman cohort that completed three years of Agriculture education enrollment.	30%	43
Graduation/4-year Completer - Percentage of graduates who were enrolled in agriculture education courses all four years of high school.	30%	20
Student Certifications - Percentage of students who complete approved Industry Validated Certifications.	20%	49

If the applicant meets or exceeds the minimum percentage in the above required area, then they are eligible for an additional $3,333. $ 0

LEADERSHIP DEVELOPMENT (FFA)	Minimum Percentage	Program Percentage
FFA Activities: Chapter - Percentage of different members who participated in at least two local FFA activities.	70%	90
FFA Activities: Above Chapter - Percentage of members who participated in at least one FFA activity above the chapter level.	30%	58
Community Service - Percentage of different members who participated in at least one community service activity.	30%	33.5

If the applicant meets or exceeds the minimum percentage in all of the above required areas, then they are eligible for an additional $3,333. $ 3,333

Supervised Agricultural Experience (SAE)	Minimum Percentage	Program Percentage
SAE Assessments - Number of students with SAE Supervision Assessments.	40%	59
Active SAE - Percent of 7th/8th/9th grade and first-year students with an active (>10hrs) SAE	60%	74
Active SAE - Percent of 10th/11th/12th grade continuing students with an active (>50hrs) SAE	50%	64
SAE Awards: Percent of students with engagement in SAE Awards (Discovery Degree, Proficiencies, Agriscience Fair)	20%	44

If the applicant meets or exceeds the minimum percentage in all of the above required areas, then they are eligible for an additional $3,334. $ 3,334

Part B - Excellence in Ag Education Funding $ 6,667

Part A – Base Funding: $ 38,570

Part B – Excellence in Ag Education Funding: $ 6,667

Grand Total Funding: $ 45,237

Budget Report
Agricultural Career Technical Education
Incentive Grant

July 1, 2026 – June 30, 2027

School Site: Merrill F West High School

District: Tracy Unified School District

Budget Category 4000: Books and Supplies

Item	Budget (Column A)	Budget Match (Column B)
Books and Supplies	$ 36,237.00	$ 36,237.00
Total 4000	$ 36,237.00	$ 36,237.00

Budget Category 5000: Services and Operating Expenses, Travel, Conferences, Rentals, etc.*

*Each Line Item in Object Code 5000 must be matched.

Item	Budget (Column A)	Budget Match (Column B)
Conferences and Travel	$ 4,000.00	$ 4,000.00
Services	$ 5,000.00	$ 5,000.00
Total 5000	$ 9,000.00	$ 9,000.00

Budget Category 6000: Capital Outlay*

*Each Line Item in Object Code 6000 must be matched.

Item	Budget (Column A)	Budget Match (Column B)
Total 6000	$ 0.00	$ 0.00
Grand Totals:	$ 45,237.00	$ 45,237.00

TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Educational Services
DATE: August 4, 2026
SUBJECT: **Approve Out-of-State Travel for Four Speech Pathologists to Attend the 2026 ASHA Convention November 18-21 in Indianapolis, IN**

BACKGROUND: Attendance to the 2026 ASHA Convention ensures speech-language pathologists meet high clinical standards, maintain legal compliance with special education mandates, and effectively implement augmentative and alternative communication (AAC) devices. Professional development helps align staff practices with evidence-based frameworks for student achievement.

RATIONALE: With your approval for the speech pathologists to attend the 2026 ASHA Convention, they will have the opportunity to earn professional development hours required to maintain national ASHA certification and state licenses and legal mandates to ensure IEP plans align with federal and state regulations regarding speech and language services.

FUNDING: Conference admission, lodging and transportation costs will total approximately $10,000.00. The entire cost has been budgeted for through 602 funding for Special Education and are budgeted in account # 01-6500-0-5770-1110-5800-800-2542.

RECOMMENDATION: Approve Out-of-State Travel for Four Speech Pathologists to attend the 2026 ASHA Convention: November 18-21 in Indianapolis, IN.

Prepared by: Jason Davis, Director of Special Education.

TRACY
UNIFIED SCHOOL DISTRICT

HUMAN RESOURCES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tammy Jalique, Associate Superintendent for Human Resources
DATE: July 29, 2026
SUBJECT: **Approve Resignations/Retirements/Leave of Absences for Classified, Certificated, and/or Management Employees**

BACKGROUND:

MANAGEMENT/CLASSIFIED CONFIDENTIAL RESIGNATIONS

NAME/TITLE	SITE	EFFECTIVE DATE	REASON
Escobedo, Jessica EL Counselor	DEC/ Continuous Improvement	06/30/2026	Accepted Position
Espindola, Julisa School Psychologist	DEC/ Special Ed.	06/30/2026	Personal
Etcheverry, Renee Personnel Technician	DEC/ Human Resources	06/30/2026	Accepted Position
Link, Kyle Assistant Principal	AFES	06/30/2026	Personal
Sanchez, Denise Assistant Principal	SWPES	06/30/2026	Accepted Position
Valencia, Deisy School Psychologist	DEC/ Special Ed.	06/30/2026	Accepted Position

BACKGROUND:

CERTIFICATED RESIGNATION

NAME/TITLE	SITE	EFFECTIVE DATE	REASON
Akhtar, Abraham Teacher	WHS	06/30/2026	Personal
Banwait, Sukhwinder Teacher	WMS	07/07/2026	Personal
Baranowitz, Jill Teacher	WHS	06/30/2026	Personal
Casados, Tuesday Teacher	MES	06/30/2026	Personal
Garg, Archana Teacher	SWPES	06/30/2026	Accepted Position
Gualco, Grace Teacher	VES	06/30/2026	Personal
Hamlin, Jessica Teacher	NES	06/30/2026	Accepted Position
James-Bryant, Alexandria Teacher	NES	06/30/2026	Accepted Position
Lopez, David Teacher	WMS	07/24/2026	Personal
Red, Brandon Teacher	THS	06/30/2026	Accepted Position
Rocha, Alfredo Teacher	KHS	06/30/2026	Personal
Rodrigues, Leah Teacher	NES	06/30/2026	Accepted Position
Silvinson, Sarah Teacher	THS	06/30/2026	Accepted Position
Slichter, Melissa Teacher	TISCS	06/30/2026	Personal

BACKGROUND:

MANAGEMENT/CLASSIFIED CONFIDENTIAL RETIREMENTS

NAME/TITLE	SITE	EFFECTIVE DATE	REASON
Patzer, Tracy School Psychologist	DEC/ Special Ed	06/30/2026	Retirement

BACKGROUND:

CLASSIFIED RETIREMENTS

NAME/TITLE	SITE	EFFECTIVE DATE	REASON
Cammons, Christine Special Education Para Educator I	MES	05/29/2026 (As amended)	Retirement
Resendiz, Concepcion High School Attendance Clerk	WHS	06/5/2026	Retirement

BACKGROUND:

CLASSIFIED RESIGNATION

NAME/TITLE	SITE	EFFECTIVE DATE	REASON
Buggs, Nicholas Night Security	MOT/DEC	06/15/2026	Personal
Calderon, James Bus Aide/School Supervision Assistant	SPED/MKES	05/29/2026	Personal
Cartagena, Chynna Special Education Para Educator	BES	07/22/2026	Personal
Chaturvedi, Nisha Special Education Para Educator I	BES	07/30/2026	Personal
Clark, Maliyah Special Education Para Educator I	THS	06/30/2026	Personal
DeSantiago, Alexander Bus Driver	MOT	07/6/2026	Personal
Devadoss, Ambica Para Educator I	BES	06/30/2026	Personal

Dokku, Sarada Food Service Worker I	KHS	07/23/2026	Personal
Escobar, Annette Special Education Para Educator I	NES	07/17/2026	Personal
Faaborg, Charity Food Service Technician	FS/DEC	07/30/2026	Accepted Position
Faria, Manuel Mechanic Specialist	MOT	07/15/2026	Personal
Garcia Aguilar, Jazmin Special Education Para Educator Community Based Program	TISCS	07/30/2026	Accepted Position
Hernandez, Daniel Para Educator II	THS	07/14/2026	Accepted Position
Hubregtse, Katherine Para Educator I	PCES	06/30/2026	Personal
Imai, Sarah Secretary to the Director of Career & Technical Education	TAS	07/31/2026	Personal
Jackson, Marcel Utility Person II	TISCS	07/17/2026	Personal
Kalathil, Baljit Para Educator I	JES	07/30/2026	Accepted Position
Koochou, Maryam Bilingual Preschool Para Educator I	VES	07/30/2026	Personal
Martinez, Meriyiah Special Education Para Educator I	DEC	07/7/2026	Accepted Position
Mathews, Tasha Clerk Typist II	DEC	07/16/2026	Accepted Position
Medrano, Alexa Para Educator I	CES	07/29/2026	Personal
Montez, Karen IEP Para Educator I	HES	07/30/2026	Accepted Position

Montez, Karen Para Educator for Therapeutic Behavior	HES	07/24/2026	Personal
Muthaiyan, Prabavathi IEP Para Educator I	BES	07/30/2026	Accepted Position
Meyers, Elissa Special Education Para Educator I	MES	07/30/2026	Accepted Position
Money, Sally School Supervision Assistant	VES	07/29/2026	Personal
Ortiz, Nancy Parent Liaison	SWP	07/23/2026	Personal
Rodriguez Ellsworth, Deanna Special Education Para Educator	HES	07/30/2026	Accepted Position
Sanchez, Jenay Special Education Para Educator I	NES	05/29/2026	Personal
Samayoa-Baten, Shaneen Preschool Instructor	HES	07/14/2026	Accepted Position
Shergill, Sharon Para Educator I	WHS	05/29/2026	Personal
Tellez, Maria Preschool Instructor	SWP	07/20/2026	Personal
Trujillo, Amanda School Supervision Assistant	PCES	07/30/2026	Accepted Position

RECOMMENDATION: Approve Resignations/Retirements/Leave of Absence for Classified, Certificated, and/or Management Employment.

Prepared by: Tammy Jalique, Associate Superintendent for Human Resources.

TRACY
UNIFIED SCHOOL DISTRICT

HUMAN RESOURCES MEMORANDUM

TO: Robert Pecot, Superintendent
FROM: Tammy Jalique, Associate Superintendent for Human Resources
DATE: July 29, 2026
SUBJECT: **Approve Classified, Certificated, and/or Management Employment**

BACKGROUND:	**MANAGEMENT/CLASSIFIED CONFIDENTIAL**
Abbas, Josette	DEC/Special Education Educational Behavior Analyst (New) LME 40, Step E - $143,973.00 Fund: Special Education
Bhatt, Drushti	West High School RSP 9-12 (Replacement) Class VI, Step "A" 1 - $68,442.00 Fund: Special Education
Brijitzka, Kristina	DEC/Special Education Educational Behavior Analyst (New) LME 40, Step D - $137,114.00 Fund: Special Education
Chen, Carmen	DEC/Special Education Educational Behavior Analyst (New) LME 40, Step E - $143,973.00 Fund: Special Education

Denham, Stephanie	DEC/Special Education Speech Language Pathologist (New) LMP 8, Step D - $114,318.00 Fund: Special Education
Escobedo, Jessica	DEC/ELOP/School Readiness Program Coordinator (New) LME 49, Step E - $167,481.00 Fund: ELOP
Etcheverry, Renee	DEC/Superintendent's Office Communication Specialist (Replacement) LME, Step B - $440.65 daily Fund: General
Garcia, Jacqueline	North Elementary School Middle School Counselor (Replacement) LMP 5, Step A - $92,395.00 Fund: Community Schools Implement
Garg, Archana	DEC/ELOP/School Readiness Program Specialist (New) LME 40, Step A - $123,962.00 Fund: ELOP
Hamlin, Jessica	Central Elementary School Assistant Principal (Replacement) LME 51, Step A - $124,610.00 Fund: 80% General, 20% ELOP
Hooks, Tara	West High School Counselor (Replacement) LMP 7, Step H - $136,083.00 Fund: General
James-Bryan, Alexandria	DEC/ELOP/School Readiness Program Specialist (New) LME 40, Step A - $123,962.00 Fund: ELOP
Lefler, Jaime	George Kelly Elementary School Assistant Principal (Replacement) LME 51, Step B - $130,840.00 Fund: 80% General, 20% ELOP

Lopez, Felicia	DEC/Special Education Educational Behavior Analyst (New) LME 40, Step E - $143,973.00 Fund: Special Education
Mrzywka, Kristina	Art Freiler Elementary School Assistant Principal (Replacement) LME 51, Step E - $151,448.00 Fund: 80% General, 20% ELOP
Pelayo, Susana	Human Resources Personnel Technician for Substitutes (Replacement) LMH 13, Step C - $38.49 per hour Fund: General Fund
Perez, Nereida	Human Resources Personnel Technician for Certificated Employees (Replacement) LMH 1, Step E - $42.43 per hour Fund: General
Red, Brandon	McKinley Elementary School Assistant Principal (New) LME 51, Step A - $124,610.00 Fund: 80% Learning Recovery, 20% ELOP
Reynolds, Scott	South/West Park Elementary School Assistant Principal (Replacement) LME 51, Step E - $151,448.00 Fund: 80% General, 20% ELOP
Rodrigues, Leah	DEC/ELOP/School Readiness Program Specialist (New) LME 40, Step A - $123,962.00 Fund: ELOP
Sanchez, Denise	DEC/Continuous Improvement EL Support Program Specialist (New) LME 47, Step E -$159,302.00 Fund: 70% Title III, 30% General
Silvinson, Sarah	Tracy Adult School CTE Coordinator (New) LME 49, Step C – $151,927.00 Fund: 95% CTE, 5% CTE/ROP

Valencia, Deisy	DEC/Special Education Program Specialist (Replacement) LME 47, Step C - $144,493.00 Fund: Special Education
Van Kamerik, Rebecca	DEC/Special Education Program Specialist (Replacement) LME 47, Step D - $151,717.00 Fund: Special Education
Zhen, Rebecca	DEC/Special Education Educational Behavior Analyst (New) LME 40, Step E - $143,973.00 Fund: Special Education

BACKGROUND:	**CERTIFICATED**
Barron, Britney	Hirsch Elementary School 1st Grade (Replacement) Class III, Step "B" 1 - $68,088.00 Fund: General - Unrestricted
Bhatt, Drushti	West High School RSP 9-12 (Replacement) Class VI, Step "A" 1 - $68,442.00 Fund: Special Education
Borrelli, Dominic	Kimball High School Social Science (Replacement) Class III, Step "B" 8 - $83,601.00 Fund: General
Butt, Zainab	North Elementary School 8th Grade Science (Replacement) Class I, Step "A" 2 - $64,339.00 Fund: General
Carr, Christopher	West High School Physical Education (Replacement) Class IV, Step "B" 9 - $89,521.00 Fund: General

Cuevas Sanchez, David	West High School Physics (Replacement) Class III, Step "B" 1 - $68,088.00 Fund: General
Decator, Brandi	Williams Middle School English Language Arts (Replacement) Class IV, Step "B" 8 - $89,022.00 Fund: General
Downing, Gavin	George Kelly Elementary School Music (Replacement) Class I, Step "A" 1 - $65,038.00 Fund: General
Dhillon, Sukhvir	Williams Middle School Science (Replacement) Class V, Step "B" 2 - $76,608.00 Fund: General
Freitas, Ryan	Kimball High School Athletic Director (Replacement) Class VI, Step "B" 24 - $136,085.00 Fund: General
Foreman, LieLisa	North Elementary School Transitional Kindergarten (Replacement) Class IV, Step "B" 2 - $70,873.00 Fund: General
Garcia, Julieta	Central Elementary School 1st Grade (New) Class IV, Step "B" 23 - $95,861.00 Fund: General
Gowda, Priya	Bohn Elementary School SDC K-1 Mild/Moderate (Replacement) Class V, Step "A" 1 - $65,038.00 Fund: General
Hernandez, Daniel	Tracy High School American Sign Language (New) Class I, Step "A" 1 - $65,038.00 Fund: General

Holcomb, Samantha	Kimball High School Art (Replacement) Class I, Step "A" 1 - $65,038.00 Fund: General
Lomeli, Isabel	Villalovoz Elementary School 2nd Grade (Replacement) Class III, Step "B" 1 - $68,088.00 Fund: General
Lundy, LaShay	West High School Home Economics (New) Class I, Step "A" 1 - $68,035.00 Fund: CTE LCAP
Maynard, Amanda	Monte Vista Middle School English Language Arts (Replacement) Class VI, Step "B" 22 $128,547.00 Fund: General
Medina, Frida	Central Elementary School Kindergarten (Replacement) Class III, Step "B" 1 - $68,088.00 Fund: General
Mercado, Stephanie	West High School RSP 9-12 (Replacement) Class III, Step "A" 1 - $68,442.00 Fund: Special Education
Miller, Kristina	Wanda Hirsch Elementary School SDC 3-5 Mild/Moderate (New) Class III, Step "B" 7 - $80,790.00 Fund: Special Education
Moayed, Lori	Tracy Independent Study Charter School RSP/SDC (Replacement) Class VI, Step "B" 9 - $94,830.00 Fund: Special Education
Natanahally Rajashekara, Pruthvi	South/West Park/Tracy Independent Study Charter RSP TK-12 (New) Class III, Step "B" 1 - $68,088.00 Fund: Special Education

Oberlander, Kathryn	George Kelly Elementary School 7th Gr. CORE (Replacement) Class I, Step "A" 1 - $65,038.00 Fund: General
Pahal, Jarod	Kimball High School Social Science (Replacement) Class I, Step "A" 1 - $65,038.00 Fund: General
Pease, Breanna	Tracy High School Physical Education (Replacement) Class III, Step "B" 5 - $75,445.00 Fund: General
Rajagopalan, Chandra	Monte Vista Middle School RSP 6-8 (Replacement) Class III, Step "A" 3 - $68,439.00 Fund: Special Education
Risch, Carinne	West High School Art (Replacement) Class I, Step "A" 1 - $65,038.00 Fund: General
Rosenow, Dylan	Kimball High School English (Replacement) Class I, Step "A" 1 - $68,035.00 Fund: General
Rubio, Richard	Tracy High School English (Replacement) Class III, Step "B" 3 - $65,038.00 Fund: General
Samayoa-Baten, Shaneen	South/West Park Elementary School Kindergarten (Replacement) Class I, Step "A" 1 - $65,038.00 Fund: General
Shafiq, Youmna	Central/Villalovoz Elementary School RSP TK-5 (New) Class I, Step "A" 1 - $65,038.00 Fund: Special Education

Sierra, Christopher	Williams Middle School English Language Arts (Replacement) Class III, Step "B" 1 - $68,088.00 Fund: General
Simens, Abigail	Kimball High School Drama (Replacement) Class I, Step "A" 1 - $65,038.00 Fund: General
Simmonds, Alina	South/West Park Elementary Transitional Kindergarten (New) Class IV, Step "B" 1 - $70, 455.00 Fund: General
Ward, Katherine	Williams Middle School 6th Grade (Replacement) Class VI, Step "B" 8 - $95,148.00 Fund: General
Winsatt, Emily	Central Elementary School SDC TK-2 Aut. Mild/Moderate (Replacement) Class I, Step "A" 1 - $65,038.00 Fund: Special Education

BACKGROUND: **CLASSIFIED**

Bugarin, Erika	School Supervision Assistant (Replacement) Hirsch School Range 21, Step A - $18.00 per hour Fund: General Unrestricted
Chaturvedi, Nisha	Roving Para Educator II (Replacement) District-Wide Range 34, Step E - $29.32 per hour Fund: General
Cortes Flores, Erika	School Supervision Assistant (Replacement) Jacobson School Range 21, Step B - $18.86 per hour Fund: General Unrestricted

Diaz, Livier	Para Educator I – Bilingual (New) South/West Park School Range 24, Step E - $23.19 per hour Fund: General
Drafton, Tayler	Food Service Specialist (Replacement) Food Services Range 45, Steo E - $37.93 per hour Fund: Child Nutrition - School Program
Faaborg, Charity	Food Service Worker (Replacement) West High School Range 25, Step E - $23.74 per hour Fund: Child Nutrition – School Program
Ganji, Soujanya	Special Education Para Educator I (Replacement) Bohn School Range 30, Step C - $24.26 per hour Fund: Special Education
Garcia Aguilar, Jazmin	Special Education Para Educator Community Education Driver (New) TISCS Range 37, Step D - $29.98 per hour Fund: Special Education
Gnanamurthy, Kavithapriya	IEP Para Educator I (New) North School Range 30, Step A - $22.14 per hour Fund: Special Education
Haselrig, Natasha	School Supervision Assistant (Replacement) Hirsch School Range 21, Step A - $18.00 per hour Fund: General Unrestricted
Kalathil, Baljit	Special Education Para Educator (Replacement) Jacobson School Range 30, Step D - $25.47 per hour Fund: IDEA Grant
Martinez, Meriyiah	Student Information Systems Technician (New) Special Education Range 49, Step A - $34.53 per hour Fund: General Fund

Mathews, Tasha	Secretary to the Director of ELOP (New) District Office Range 40, Step E - $33.76 per hour Fund: 50% ELOP 50% Child Care and Development
Meyers, Elissa	Roving Para Educator II (New) District-Wide Range 34, Step E - $29.32 per hour Fund: General
Maygren, Elise	Special Education Para Educator I (New) Poet-Christian School Range 30, Step E - $26.67 per hour Fund: Special Education
Montez, Karen	Paraeducator for Therapeutic Behavior (Replacement) Range 32, Step E - $27.94 per hour Fund: Special Education Mental Health
Munguia, Adrianna	Health Technician/LVN (New) Health Services Range 50, Step E - $42.68 per hour Fund: General
Muthaiyan, Prabavathi	IEP Para Educator I (New) Poet-Christian School Range 30, Step B - $23.19 per hour Fund: Special Education
Nguyen, Linh	Health Technician/LVN (New) Health Services Range 50, Step E - $42.68 per hour Fund: General
Oliveira, Anthony	Irrigation Specialist/Bus Driver/Custodian (New) MOT/Grounds Range 38, Step B $27.94 per hour Fund: 75% Ongoing and Major Maintenance 25% Special Education Transportation
Parra, Meagan	IEP Para Educator (New) Jacobson School Range 30, Step E - $26.67 per hour Fund: Special Education

Pereira, Victoria	Temporary Retired Annuitant (3/1/26 - 12/31/27) Finance – Payroll project for termed employee files Range 52, Step E - $44.80 per hour Fund: General
Rodriguez Ellsworth, Deanna	Roving Para Educator II (New) District-Wide Range 34, Step E - $29.32 per hour Fund: General
Sotolongo, Sildesa	Utility Person IV (New) DEC/MOT Range 37, Step D - $29.98 per hour Fund: 20% General 80% Home-to-School Transportation
Trujillo, Amanda	School Supervision Assistant (Replacement) Poet-Christian School Range 21, Step E - $21.60 per hour Fund: General
Vallejos, Laila	Para Educator I (Replacement) Jacobson School Range 24, Step A - $19.27 per hour Fund: Title I
Velasco, Jenna	Para Educator I (Replacement) Jacobson School Range 24, Step A - $19.27 per hour Fund: LCAP

BACKGROUND:	**COACHES**
Christenson, Valerie	Dodgeball Co-Ed Assistant Stein High School $1,361.76

RECOMMENDATION: Approve Classified, Certificated and/or Management Employment.

Prepared by: Tammy Jalique, Associate Superintendent for Human Resources.

TRACY
UNIFIED SCHOOL DISTRICT

HUMAN RESOURCES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: July 16, 2026
RE: **Approve Fieldwork Agreement with Point Loma Nazarene University**

BACKGROUND: Tracy Unified School District currently hosts students from several colleges and universities to complete fieldwork. An agreement between Point Loma Nazarene University and Tracy Unified School District will help students obtain teaching credentials which will aid the district in increasing the number of candidates that are available for a variety of positions and expand options for meeting staffing needs. This agreement will be effective August 12, 2026, through August 12, 2029, with an option to extend for one year with mutual consent of the parties.

RATIONALE: This agenda item meets strategic goal #2: Hire, support, develop, train, and sustain district employees who create a singleness of purpose focused on maximizing students' academic, social, and emotional potential.

FUNDING: No Fiscal Impact.

RECOMMENDATION: Approve Fieldwork Agreement with Point Loma Nazarene University.

Prepared by: Tammy Jalique, Associate Superintendent of Human Resources.

POINT LOMA NAZARENE UNIVERSITY SCHOOL OF EDUCATION

Fieldwork Placement Agreement with Cooperating School District

This Fieldwork Placement Agreement ("Agreement") is entered into between Point Loma Nazarene University ("PLNU" or "University") and **Tracy Joint Unified School District** (the "District").

Whereas, the University's curriculum requires its Advanced Program Candidates to complete a fieldwork experience working under the supervision of a University site supervisor and its Teaching Candidates to complete a fieldwork experience working under the supervision of a credentialed district teacher ("collectively, "Fieldwork Candidates"");

Whereas, the District wishes to aid in the educational development of the University's Fieldwork Candidates and is willing to make its premises, faculty and students available for fieldwork practice; and

Whereas, the parties wish to document the guidelines, policies, and procedures for the placement of the University Fieldwork Candidates completing fieldwork experiences within the District;

Now, therefore, the parties agree as follows:

I. General Terms

A. The District will accept Fieldwork Candidates for fieldwork practice for the times and durations set forth by the University and agreed to by the District. The District reserves the right to accept only the number of Fieldwork Candidates it deems to be feasible in light of available District faculty at any given time.

B. The Fieldwork Candidate's other duties may include, but are not limited to, classroom observation, classroom teaching, diagnosis of student learning problems, tutoring of students, grading and recording of student assignments, and assistance with record keeping. Additional assignments outside of the confines of the classroom may include, but are not limited to, lunchroom supervision, playground supervision, hallway duty, bus duty, faculty meetings, Individualized Education Program (IEP) meetings, professional development meetings, and parent-teacher conferences and working with individual and small groups of students.

C. Fieldwork Candidates are required to follow the academic calendar of the District.

D. The District shall appoint a certified teacher to supervise each Fieldwork Candidate ("District Site Supervisor"). District Site Supervisors shall meet the following criteria:

1. The District Site Supervisor shall be a full-time member of the District's faculty.

2. The District Site Supervisor must have a minimum of 3 years teaching experience in the area of their credential and have been employed by the District for at least one year.

3. The District Site Supervisor must hold credentials in the field in which he/she is teaching.

4. The District Site Supervisor must approve of having a Fieldwork Candidate assigned to them.

5. The District Site Supervisor must meet all requirements of applicable credentialing agencies, including the California Commission on Teacher Credentialing ("CTC").

E. The University's Dean of the School of Education shall also designate an appropriate person to supervise the Fieldwork Candidate (the "PLNU Site Supervisor") in accordance with all CTC requirements. The PLNU Site Supervisor will guide, counsel, instruct, and supervise Fieldwork Candidates. The PLNU Site Supervisor's major responsibilities include, but are not limited to:

1. Conferencing with District Site Supervisors to whom the Fieldwork Candidates are assigned about the expectations of the University and District.

2. Providing the District Site Supervisor with University resources for supervising a Fieldwork Candidate.

3. Serving as the first point of contact for the University.

4. Monitoring the Fieldwork Candidate's progress.

5. Observing, critiquing, and conferencing with the Fieldwork Candidate at least three times during the Fieldwork placement.

6. Providing frequent feedback to the Fieldwork Candidate and District Site Supervisor regarding progress, problems, and recommendations.

7. Being available to address the needs of both the Fieldwork Candidate and the District Site Supervisor.

8. Following consultation with the District Site Supervisor, issuing a final grade to the Fieldwork Candidate.

F. To the extent permitted by Federal, State, and local laws and regulations, and in a manner consistent with the District's confidentiality requirements and policies, the District shall allow the Fieldwork Candidate access to information, including relevant documentation and reports.

G. Fieldwork Candidates shall not be considered employees of the District and are not covered by any District compensation program or other insurance.

II. Removal of Fieldwork Candidates

The District will notify the University in writing, prior to taking any action against a Fieldwork Candidate regarding any concerns or complaints about a Fieldwork Candidate's performance or unsatisfactory conduct in the field placement. In such cases, the District will cooperate with the

University to address the issues, including without limitation steps to further train the Fieldwork Candidate and remediate the concerns. Except in circumstances where a Fieldwork Candidate presents an immediate threat to the health and safety of the District's students or personnel, the District shall not remove a Fieldwork Candidate from its facilities or fieldwork without engaging in the process described above.

III. FERPA

Prior to the start of their placement, the University shall provide training to Fieldwork Candidates concerning the Family Educational Rights and Privacy Act of 1974, as amended ("FERPA") and its implementing regulations. As part of this training, the University shall instruct Fieldwork Candidates about their legal obligation to comply with FERPA and its implementing regulations with respect to confidential information the Fieldwork Candidate encounters during his/her fieldwork placement.

IV. Background Checks

For each Fieldwork Candidate, the University shall cause to be performed a criminal background check that complies with the minimum requirements set by the State of California. Prior to a Fieldwork Candidate beginning their field experience, the University shall review the results and exclude from participation any candidate whose background check would preclude the candidate from serving in the planned field experience. Additionally, all Fieldwork Candidates will be required to obtain and maintain a valid and current Certificate of Clearance from the CTC before beginning their field experience and for the duration of their field experience.

University Fieldwork Candidates must also comply with District's requirements as follows:

1. Complete Live Scan fingerprinting by District Live Scan Technician, with a $25 non - refundable fee. District will coordinate with Candidate for an appointment.

Provide District with negative TB certification no older than 60 days from expected placement start date.

V. Non-Discrimination

The parties agree that neither will unlawfully discriminate in the selection of, or acceptance or participation by, any Fieldwork Candidate pursuant to this Agreement on the basis of race, creed, color, national origin, religion, sex, disability, age, veterans' status, marital status, citizenship, or any other characteristic protected by law.

VI. Compliance with Other Laws

The University and District shall comply with all Federal, State, and local laws and regulations that are applicable to the subject matter of this Agreement.

VII. General Liability Insurance

Both parties shall maintain in force during the term of this Agreement, bodily injury, property damage, and professional liability insurance that includes coverage for sexual abuse and molestation, with coverage of at least $1,000,000 per occurrence and an annual aggregate of $3,000,000 per occurrence, insuring itself and its agents and employees for their acts, failures to act, or negligence rising out of, or caused by, the activity which is the subject of this Agreement. Additional requirements can be found in Exhibit 1. Each party will provide the other proof of such insurance upon request.

VIII. Mutual Indemnification

Each party shall indemnify, defend and hold harmless the other party, the other party's affiliates, and their respective trustees, directors, officers, employees, students, faculty, agents, representatives, successors and assigns (collectively "Indemnified Parties") against all damages, claims, actions, liabilities, losses and other expenses, including without limitation reasonable attorney's fees, expert witness fees, consultant fees and other costs, incurred by or asserted against Indemnified Parties, whether or not a lawsuit or other proceeding is filed ("Claims"), that in any way arise out of or relate to (a) the indemnifying party's acts, omissions, negligence or willful misconduct with respect to its performance under this Agreement; and/or (b) the indemnifying party's non-compliance with any applicable Federal, State or local laws, rules or regulations with respect to its performance under this Agreement; provided, however, that an indemnifying party's indemnity hereunder shall not apply or extend to any acts or omissions of the other party or its representatives.

IX. Applicable Law

This Agreement shall be governed by and construed in accordance with the law of the State of California.

X. Severability

In the event any provision of this Agreement is held by a court to be illegal, void, or otherwise unenforceable, all other provisions of this Agreement shall continue in full force and effect to the maximum extent permitted by law.

XI. Term/Termination

The initial term of this Agreement will be for three (3) academic years and shall extend from **August 12, 2026, through August 12, 2029.** This Agreement may be extended for successive one (year) academic year periods by mutual written consent of the parties.

Either party may terminate this Agreement, with or without cause, by providing 60 days' written notice to the other party. However, in the event either party terminates the Agreement, Fieldwork Candidates that have already been placed shall be permitted to complete their placement unless the Fieldwork Candidate is otherwise removed pursuant to Section II of this Agreement.

XII. Additional Terms

A. This Agreement is not intended to create any rights or interests for any other person or entity other than the University or District.

B. Neither party may assign this Agreement, nor the duties and responsibilities contained herein, without the prior written consent of the other party.

C. The University and District are independent entities and neither shall have, nor exercise, any control over the means, manner, or method by which the other performs its obligations under this Agreement. Nothing in this Agreement is intended or shall be construed to create an agency relationship, employment relationship, or joint venture between the parties. Neither party may use the other's name in a manner that is reasonably likely to

suggest that the two are related without first obtaining the written consent of the other party. Furthermore, neither party intends for this Agreement to alter in any way their respective rights or their legal obligations.

D. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes all prior or contemporaneous communications, negotiations, and agreements, written or oral, regarding the subject matter hereto. No modification of or amendment or waiver to this Agreement will be effective unless in writing and signed by each of the parties.

E. Failure by either party at any time to require strict performance of any provision of this Agreement shall not constitute a waiver of that provision nor in any way limit enforcement of the provision. [signatures on following page]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates set forth below.

For Point Loma Nazarene University:

Name: G. James Daichendt, Ed.D.

Title: Provost and Chief Academic Officer
Address: Point Loma Nazarene University 3900 Lomaland Dr.
San Diego, CA 92106

J. James Daichendt Date: 6/22/2026
Authorized Signature

PLNU Contact:

Name: Deborah E. Erickson, Ed.D.
Title: Dean, School of Education
Address: Point Loma Nazarene University

4007 Camino Del Rio South, Suite 400
San Diego, CA 92108

For the District:

Name: Tammy Jalique
Title: Associate Superintendent for Human Resources
Address: 1875 W. Lowell Ave
Tracy, CA 95376

_____ Date: _____
Authorized Signature

TRACY
UNIFIED SCHOOL DISTRICT

Exhibit I

1875 W. Lowell Avenue
Tracy, CA 95376
Phone (209) 830-3230
Fax (209) 830-3269

1. **Certificate of Liability Insurance** (Acord 25) signed by the insurer's representative.
    a. List the "Certificate Holder" as follows:
    Tracy Unified School District
    1875 W. Lowell Avenue
    Tracy, CA 95376
    b. Comprehensive General Liability with limits of $1,000,000 combined single limit per occurrence and $3,000,000 aggregate with endorsement. (The District reserves the right to increase the minimum insurance requirements upon the recommendation of the District's Risk Management Department).
    c. Proof of Automobile Liability, if transporting students or routinely driving on campus.
    d. Proof of Workers Compensation, a waiver of subrogation to be part of this coverage.
    e. Proof of Professional Liability Insurance with coverage for Sexual Abuse and Molestation with limits of $1,000,000 per occurrence and $3,000,000 aggregate with endorsement.
2. An **Additional Insured Endorsement** (Form Number **CG 2026 – Additional Insured – Owners, Lessee or Contractors, Scheduled Person or Organization** or its direct equivalent) **must** accompany the General Liability, Automobile Liability, and Professional Liability Insurance. Please note the following:
    a. List the "Additional Insured" as follows:

    Tracy Unified School District, its Governing Board, its Officers, its Agents are named as additional insured with the respects to Liability.

    b. The coverage shall be primary and non-contributory, with respect to general and professional liability with waiver of subrogation for workers compensation
    c. The additional insured endorsement should indicate the effective date, policy number, and the name of the insurance carrier.
3. Point Loma Nazarene University shall not commence any services or performance under this agreement until Point Loma Nazarene University has submitted and District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated herein.

As an agent of _____, I am acknowledging the above insurance requirements as an addendum to the agreement in place with Tracy Unified School District.

_____

Name Title Date

TRACY
UNIFIED SCHOOL DISTRICT

HUMAN RESOURCES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: July 16, 2026
RE: **Approve Individual Intern Agreement with CSU Stanislaus**

BACKGROUND: Tracy Unified School District currently employs interns through several colleges and universities. This has aided the district in increasing the number of candidates that are available for teaching positions within the district. An agreement between CSU Stanislaus and Tracy Unified School District will allow this individual to begin employment for the 2026-2027 school year.

RATIONALE: Previously, the university provided a general intern agreement. More recently, the university has offered individual intern agreements to meet the needs of individual intern students. This agenda item meets strategic goal #2: Hire, support, develop, train, and sustain district employees who create a singleness of purpose focused on maximizing students' academic, social, and emotional potential.

FUNDING: No Fiscal Impact.

RECOMMENDATION: Approve Individual Intern Agreement with CSU Stanislaus.

Prepared by: Tammy Jalique, Associate Superintendent of Human Resources.

TEACHING INTERNSHIP CREDENTIAL PROGRAM AGREEMENT
BETWEEN
CALIFORNIA STATE UNIVERSITY STANISLAUS
AND
SCHOOL DISTRICT

This Agreement is entered into by and between the Trustees of the California State University, Stanislaus, on behalf of California State University, Stanislaus, hereinafter referred to "University" and Tracy Unified School District, hereinafter, referred to as "District", sets forth the provisions and understanding between, the Department of Teacher Education, District, and Student Intern with respect to participation in the work experience.

WHEREAS, California State University, Stanislaus Internship Program allows participating school districts teacher candidates enrolled in the University's SB 2042 Credential Program to provide instructional services while they complete teacher preparation requirements.

WHEREAS, the purpose of this Agreement is to stipulate the rights and obligations of, each party as required under 5 C.C.R. section 80033.

THEREFORE, the parties mutually agree as follows:

A. RESPONSIBLITIES OF UNIVERSITY DEPARTMENT OF TEACHER EDUCATION

The Intern Coordinator Shall:

1. Verify that the potential intern meets the basic program criteria to become an intern.

2. Submit the University and District recommended Intern Credential Application to the California Commission on Teaching Credentialing (CCTC) and notify the District in writing that the student has been recommended, and the application has been forwarded. University will provide intern support for a maximum of two years from the date the Intern Credential is initially recommended.

3. Provide advisement to the intern regarding the best sequence of courses to complete all intern requirements in a timely manner.

4. Provide through designated intern support coursework a minimum of 72 hours (minimum 36 hours per academic semester) of support/mentoring and supervision to each intern teacher per school year to coach, model, and demonstrate within the classroom and assist with course planning and problem-solving regarding students, curriculum, and effective teaching methodologies.

5. Provide through designated intern support coursework a minimum of 22.5 hours (minimum 11.25 hours per academic semester) of support/mentoring and supervision per school year, including in-classroom coaching that is specific to the needs of English learners. The support/mentoring and supervision should be distributed in a manner that

sufficiently supports the intern teacher's development of knowledge and skills in the instruction of English learners.

B. RESPONSIBILITES OF THE DISTRICT

The District shall:

1. Provide a Professional Development Plan for interns in consultation with a California Commission approved teacher preparation program. The Professional Development Plan shall include the following:

    a. Provisions for an annual evaluation of the intern.

    b. A description of the courses to be completed by the intern, if any, and a plan for completing pre-service or other clinical training, if any, including student teaching.

    c. Provide a minimum of 72 hours (minimum 36 hours per academic semester) of general support/mentoring and supervision to each intern teacher per school year to coach, model, and demonstrate within the classroom and assist with course planning and problem-solving regarding students, curriculum, and effective teaching methodologies. Provide an average of not less than one hour per week of individualized support and/or mentoring coordinated by the mentor. This additional direct support can include formal district trainings or workshops, professional learning community meetings (PLC), department meetings, faculty meetings, formal observations, individualized student learning plan meetings, etc.

    d. The support and mentoring will address the needs of students in the placement:

        i. Special Education: Provide instruction/support during the first semester of service for interns teaching in kindergarten or grades 1 to 6 inclusive in child development and teaching methods and special education programs for pupils with mild and moderate disabilities.

        ii. Bilingual: Instruction/support, during the first year of services, for interns teaching children in bilingual classes in the culture and methods of teaching bilingual children, and instruction in the methods of teaching children with mild and moderate disabilities.

2. Provide additional 22.5 (minimum) hours of support/mentoring and supervision per academic school year (minimum 11.25 hours per academic semester), including in-classroom coaching that is specific to the needs of English learners. The support/mentoring and supervision should be distributed in a manner that sufficiently supports the intern teacher's development of knowledge and skills in the instruction of English learners. This additional direct support can include formal trainings, workshops,

professional development opportunities, PLC meetings, department meetings, faculty meetings, and/or district mentorship that specifically targets the instruction and support of English learners.

3. District employed mentor teachers are selected by the District. Mentor teachers should hold a Clear Credential and an English Learner (EL) Authorization in the content area for which they are providing mentorship/support and have a minimum of three years of content area K-12 teaching experience. The District Mentor teacher must have demonstrated exemplary teaching practices as determined by the employer and the preparation program.

4. Abide by the University requirement and timelines for student admittance to the Credential Programs. The University will only accept interns who meet all admission requirements to the University and the Internship Credential Program by the University census date.

5. Allow the University sufficient time, 20 business days to process the student's application for the Internship Credential after all required paperwork has been received.

6. Avoid assigning the intern any substantial outside responsibilities (e.g., coaching or other extracurricular activities) and recognize that the intern's teaching load is the primary responsibility requiring their full attention to successfully complete the program. The District will recognize the intern requirement to fully attend and receive credit for all intern support classed provided by the University and taken per semester by the intern.

7. Pay the intern salary during the internship.

8. Consult the local bargaining unit on matters pertinent to the Internship Program.

9. Terminate the training agreement if it is found that continuing is detrimental to pupils or if, based on performance to date, District or University supervisors recommend dismissal from the Internship Program.

10. Interns should not replace certified employees in the District.

C. RESPONSIBILITES OF THE STUDENT INTERN

The Student Intern Shall:

1. Enroll and fully participate in the appropriate intern support course (i.e., intern seminar for those who are still completing the credential program, TPA prep course, and/or RICA workshop course) through the University's Continuing and Professional Education each semester while supported under the Intern Credential. Interns must register and pay for their intern support course(s) prior to the University census date and must receive credit for all support courses taken as an intern to remain in good standing with the University.

2. Complete, maintain, and submit the Intern Clinical Hours Log to their intern support instructor(s) each semester while supported by the Intern Credential. This log is meant to document proof of accrued district supported professional development including a minimum of 72 hours (minimum 36 hours per academic semester) of general support/mentoring and/or supervision and an additional 22.5 (minimum 11.25 hours per academic semester) hours of support/mentoring and/or supervision specific to the needs of English learners.

3. The intern support course(s) and professional development activities must add up to a minimum of 144 hours of support/mentoring and/or supervision per intern teacher per school year to include coaching, modeling, and demonstration within the classroom and to assist with course planning and problem-solving regarding students, curriculum, and effective teaching methodologies. These hours are in addition to and separate from the hours required for the program courses taken in the credential program to earn the SB2042 Preliminary Teaching Credential. Maintenance of the records are required to prove the interns have participated in a minimum of 144 hours of general support/mentorship as required by CCTC. (CCTC Program Standards, a student who fails to fully participate in the appropriate intern support course meeting and participate in professional growth activities, will have their intern credential revoked).

4. Complete and submit each semester while supported by the Intern Credential the Intern Professional Development Plan documenting the intern's strengths and challenges with their pedagogical practice in alignment with the Teacher Performance Expectations (TPEs).

5. Perform all duties assigned by the District to teachers.

6. Meet the legal, ethical, and professional standards expected of credentialed teachers.

7. Recognize the continuation as an intern is contingent upon demonstration of satisfactory teaching competence and remaining in good standing with the University's Intern Program. Termination of a teaching assignment based on inadequate performance is the responsibility of the District and the University based on their professional judgment.

8. Complete Teaching Internship Credential Program Supplemental Data as reference in Exhibit A, hereinafter made part of this Agreement and provide pertinent information promptly when requested by the University or the District.

9. Upon completion of the last course in the Credential Program and passage of TPAs and/or RICA, apply for the Preliminary Credential as required by CCTC.

D. TERM

The term of this Agreement shall be for a period of five (5) years from the date of execution. The Agreement may be terminated by either party after giving the other party a thirty (30) days written termination notice. Any such notice of termination shall ensure that participating student interns have completed the program.

E. INDEMNIFICATION

Each party shall indemnify, defend, and hold harmless the other party, the State of California, respective officers, agents, and employees from any and all claims and losses accruing or resulting to any other person, firm, or corporation furnishing, or supplying work, service, materials or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm, or corporation related to arising out of or resulting from performance of this Agreement.

IN WITNESSS WHEREOF, by signing this Agreement, each of the following represent that they have authority to execute this Agreement and to bind the party on whose behalf their signature.

CALIFORNIA STATE UNIVERSITY, STANISLAUS	**TRACY UNIFIED SCHOOL DISTRICT**
By: _____	By: _____
Name: _____	Name: Tammy Jalique
Title: _____	Title: Associate Superintendent for HR
Date: _____	Date: _____

EXHIBIT A

TEACHING INTERNSHIP CREDENTIAL PROGRAM SUPPLEMENTAL DATA

CHECK THE APPROPRIATE CREDENTIAL:

____ Education Specialist: Mild/Moderate Intern Credential

____ Education Specialist: ES Extensive Needs Intern Credential

__x__ Multiple Subject Intern Credential with Bilingual Authorization in ____

___ Single Subject Intern Credential in _____ with Bilingual Authorization in ____

_____Early Childhood Education Credential

1. PERSONAL INFORMATION

Full Name: Alondra Castro

CSU Stanislaus Student Identification Number: 005788723

2. SCHOOL INFORMATION

School District (Do not abbreviate with initials):
Tracy Unified School District

Assigned School: Art Freiler k-8 School

Street Address: 2421 W Lowell Ave, Tracy, CA 95377

City: Tracy State: CA Zip: 95377

School Telephone:
(209) 830-3309

Principal (First AND Last Name):
Maureen Riley

Grade(s) & Subject(s):
6th Grade & Multiple Subjects

Do you hold an emergency permit? If yes, expiration date: 08/01/2027

3. CONTRACT INFORMATION (TO BE COMPLETED BY HIRING AGENCY)

County: San Joaquin County Code: 39 District Code: 75499

Name of Assigned Support Provider/Mentor at School Site:

LaTasha Hypolite

HR Department Contact:

Name: Alexandra Aguilar Email: alaguilar@tusd.net Phone #: 209-830-3260

Initial internship employment **will begin** on 08/03/2026 and end on 08/03/2028

(note: initial date cannot be past **90 days**)

Type of Classroom: 6th Grade General Education Yes

Bilingual Education (BILA) No

Total Number of Days in the Week the Intern Will Be Teaching: 5

Signature of School Official Date

Tammy Jalique

Name of School Official

TRACY
UNIFIED SCHOOL DISTRICT

HUMAN RESOURCES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: July 16, 2026
RE: **Approve Paid Intern Agreement with Point Loma Nazarene University**

BACKGROUND: Tracy Unified School District currently employs interns from several colleges and universities. An agreement between Point Loma Nazarene University and Tracy Unified School District will help interns obtain teaching credentials which will aid the district in increasing the number of candidates that are available for a variety of positions and expand options for meeting staffing needs. This agreement will be effective August 12, 2026, through August 12, 2029, with an option to extend for one year with mutual consent of the parties.

RATIONALE: This agenda item meets strategic goal #2: Hire, support, develop, train, and sustain district employees who create a singleness of purpose focused on maximizing students' academic, social, and emotional potential.

FUNDING: No Fiscal Impact.

RECOMMENDATION: Approve Paid Intern Agreement with Point Loma Nazarene University.

Prepared by: Tammy Jalique, Associate Superintendent of Human Resources.

POINT LOMA NAZARENE UNIVERSITY
SCHOOL OF EDUCATION

Teaching Internship Agreement with Cooperating School District

This Internship Agreement ("Agreement") is entered into between Point Loma Nazarene University ("PLNU" or "University") and **Tracy Joint Unified School District** (the "District").

Whereas, the University's intern curriculum requires candidates to complete an internship working under the supervision of a District provided coach ("Internship"); and

Whereas, the District wishes to aid in the educational development of the University's students and is willing to employ and support Internships by providing designated and qualified District personnel as support ("District Provided Coach(es)"); and

Whereas, the parties wish to document the guidelines, policies, and procedures for the placement of University students in Internships within the District;

Now, therefore, the parties agree as follows:

I. Duties of the District

A. The District will hire University students for Internships (an "Intern" or "Teaching Intern"). The District reserves the right to hire only the number of Interns it deems to be feasible and is able to support at any given time.

B. The District will assign Interns to positions that are authorized to be performed by holders of multiple subject, single subject and special education, with a load that is appropriate for a beginning teacher, and that will enable the adequate time necessary to complete concurrent credential coursework.

C. The District will place each Intern with a District Provided Coach preferably at the same site as the Intern and with experience in the curricular area, grade level, or services area assigned to the Intern.

D. The District will compensate Interns with a salary that is not less than the minimum salary required by California law and applicable credentialing agencies, including the California Commission on Teacher Credentialing ("CTC").

E. The District may reduce Intern pay by up to 1/8 of its total to pay for District personnel to supervise Intern, provided that Intern salaries prior to any reduction are equal to or exceed the minimum base salary paid to a regular certificated employee. If the District reduces Intern salaries in accordance with this section, no more than eight interns may be advised by a single District support person.

F. The District will provide support and supervision for Interns in a manner consistent with California law and applicable credentialing agencies, and in full accordance with CTC guidelines.

G. The District will provide sufficient resources to support Internships, including designated time for District Provided Coaches to provide support and mentoring to Teaching Interns within the school day.

H. The District will provide Interns with clear terms of employment in writing no later than the first day the Intern is to report for work. This notice shall identify and include contact information about the Intern's District Provided Coach.

I. The District will identify a District Provided Coach who is immediately available to assist Teaching Interns with planning lessons that are appropriately designed and differentiated for English Learners, for assessing language needs and progress, and to support language accessible instruction.

J. The District will provide professional development to its District Provided Coaches to ensure the quality of the internship experience.

K. The District will ensure that all District and site administrative staff respect the confidentiality between the District Provided Coach and Intern. Internship activities will not have a relationship to District evaluation.

L. The District will only hire as Interns candidates who meet the requirements necessary for obtaining an intern credential.

M. The District will not hire Interns for positions that displace certificated employees.

N. Each Intern Certificate will be valid for a period of up to two years. Exceptions include:

1. Certificates are valid up to three years if the Intern is participating in a program leading to the attainment of a specialist credential to teach students.
2. Certificates are valid up to four years if the Intern is participating in a district intern program leading to the attainment of both a multiple or single subject teaching credential and a specialist credential to teach students with mild/moderate disabilities.

O. The District will participate in the evaluation of the University's Internship program pursuant to the criteria and process established by the University.

II. Duties of the University

A. The University will designate a member of its faculty in teacher education to provide leadership for its Internship program, support to its Interns, and to coordinate and communicate with the District as a main point of contact on behalf of the University ("University Supervisor"). This shall be done at the University's sole expense.

B. The University will ensure that its Teaching Interns meet the following requirements necessary to acquire an intern teaching credential:

1. Bachelors' degree from an accredited school of higher education
2. Subject matter competency
3. Passage of California Basic Educational Skills Test ("CBEST")
4. Demonstrate knowledge of the United States Constitution by completing a college level course, or a college level examination in the subject
5. Completion of 120 pre-service hours

The University will make application for the intern credential for those meeting the requirements.

C. The University will enhance the Intern's growth and development by providing quality coursework, seminars, and experiences to complete the preliminary credential.

D. During the term of each University quad, the University Supervisor will make four (4) visits to the Intern's designated classroom to assist and support the Teaching Intern.

E. The University will ensure the quality of the Internship experience through the providing of professional development. University Supervisors will work with the Teaching Intern and their District Provided Coach in designing appropriate activities that support the Intern's work with students who require specialized or modified instruction in both the English language and their academic courses ("English Learners").

F. The University will notify the District in the event that an Intern is not maintaining enrollment and/or responsibilities in courses necessary to complete the Teaching Internship requirements.

G. The University will provide advising and transitional assistance to Teaching Interns preparing to enter the Induction program.

III. Removal of Interns

The District will notify the University in writing, prior to taking any action against an Intern regarding any concerns or complaints about the Intern's performance or unsatisfactory conduct in the Internship. In such cases, the District will cooperate with the University to address the issues, including without limitation steps to further support the Intern and remediate the concerns. Except in circumstances where an Intern presents an immediate threat to the health and safety of the District's students or personnel, the District shall not remove an Intern from its facilities or Internship without engaging in the process described above.

IV. FERPA

Prior to the start of their placement, the University shall provide training to Interns concerning the Family Educational Rights and Privacy Act of 1974, as amended ("FERPA") and its implementing regulations. As part of this training, the University shall instruct Interns about their legal obligation to comply with FERPA and its implementing regulations with respect to confidential information the Intern may encounter during his/her Internship.

V. Non-Discrimination

The parties agree that neither will unlawfully discriminate in the selection, acceptance or participation by any Teaching Intern pursuant to this Agreement on the basis of any characteristic protected by law.

VI. Compliance with Other Laws

The University and District shall comply with all Federal, State, and local laws and regulations that are applicable to the subject matter of this Agreement.

VII. General Liability Insurance

Both parties shall maintain in force during the term of this Agreement, bodily injury, property damage, and professional liability insurance, with coverage of at least $1,000,000 per occurrence and an annual aggregate of $3,000,000 per occurrence, insuring itself and its agents and employees for their acts, failures to act, or negligence rising out of, or caused by, the activity which is the subject of this Agreement. Each party will provide the other proof of such insurance upon request. The University shall also require Teaching Interns to carry professional liability insurance as a requirement of its program.

VIII. Mutual Indemnification

Each party shall indemnify, defend and hold harmless the other party, the other party's affiliates, and their respective trustees, directors, officers, employees, students, faculty, agents, representatives, successors and assigns (collectively "Indemnified Parties") against all damages, claims, actions, liabilities, losses and other expenses, including without limitation reasonable attorney's fees, expert witness fees, consultant fees and other costs, incurred by or asserted against Indemnified Parties, whether or not a lawsuit or other proceeding is filed ("Claims"), that in any way arise out of or relate to (a) the indemnifying party's acts, omissions, negligence or willful misconduct with respect to its performance under this Agreement; and/or (b) the indemnifying party's non-compliance with any applicable Federal, State or local laws, rules or regulations with respect to its performance under this Agreement; provided, however, that an indemnifying party's indemnity hereunder shall not apply or extend to any acts or omissions of the other party or its representatives.

IX. Applicable Law

This Agreement shall be governed by and construed in accordance with the law of the State of California.

X. Severability

In the event any provision of this Agreement is held by a court to be illegal, void, or otherwise unenforceable, all other provisions of this Agreement shall continue in full force and effect to the maximum extent permitted by law. **XI. Term/Termination**

The initial term of this Agreement will be for three (3) academic years and shall extend from **August 12, 2026, through August 12, 2029.**This Agreement may be extended for successive one (year) academic year periods by mutual written consent of the parties.

Either party may terminate this Agreement, with or without cause, by providing 60 days' written notice to the other party. However, in the event either party terminates the Agreement, Teaching Interns that have already been placed shall be permitted to complete their placement unless the candidate is otherwise removed pursuant to Section III of this Agreement.

XII. Additional Terms

A. This Agreement is not intended to create any rights or interests for any other person or entity other than the University or District.

B. Neither party may assign this Agreement, nor the duties and responsibilities contained herein, without the prior written consent of the other party.

C. The University and District are independent entities and neither shall have, nor exercise, any control over the means, manner, or method by which the other performs its obligations under this Agreement. Nothing in this Agreement is intended or shall be construed to create an agency relationship, employment relationship, or joint venture between the parties. Neither party may use the other's name in a manner that is reasonably likely to suggest that the two are related without first obtaining the written consent of the other party. Furthermore, neither party intends for this Agreement to alter in any way their respective rights or their legal obligations.

D. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes all prior or contemporaneous communications, negotiations, and agreements, written or oral, regarding the subject matter hereto. No modification of or amendment or waiver to this Agreement will be effective unless in writing and signed by each of the parties.

E. Failure by either party at any time to require strict performance of any provision of this Agreement shall not constitute a waiver of that provision nor in any way limit enforcement of the provision.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates set forth below.

[Signature block on following page (page 6/6)]

For Point Loma Nazarene University:

Name: G. James Daichendt, Ed.D.

Title: Provost and Chief Academic Officer
Address: Point Loma Nazarene University 3900 Lomaland Dr.
San Diego, CA 92106

G. James Daichendt
Authorized Signature

Date: 6/22/2026

PLNU Contact:

Name: Deborah E. Erickson, Ed.D. Title: Dean, School of Education
Address: Point Loma Nazarene University
4007 Camino Del Rio South, Suite 400 San Diego, CA 92108

For the District:

Name (Print): Tammy Jalique
Title: Associate Superintendent for Human Resources
Address (Print): 1875 W. Lowell Ave
Tracy, CA 95376

_____ Date _____
Authorized Signature

TRACY
UNIFIED SCHOOL DISTRICT

HUMAN RESOURCES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: July 16, 2026
RE: **Approve Student Teaching Agreement with Point Loma Nazarene University**

BACKGROUND: Tracy Unified School District currently hosts student teachers from several colleges and universities. An agreement between Point Loma Nazarene University and Tracy Unified School District will help individuals complete student teaching and clinical practice to obtain teaching credentials which will aid the district in increasing the number of candidates that are available for a variety of positions and expand options for meeting staffing needs. This agreement will be effective August 12, 2026, through August 12, 2029, with an option to extend for one year with mutual consent of the parties.

RATIONALE: This agenda item meets strategic goal #2: Hire, support, develop, train, and sustain district employees who create a singleness of purpose focused on maximizing students' academic, social, and emotional potential.

FUNDING: No Fiscal Impact.

RECOMMENDATION: Approve Student Teaching Agreement with Point Loma Nazarene University.

Prepared by: Tammy Jalique, Associate Superintendent of Human Resources.

POINT LOMA NAZARENE UNIVERSITY SCHOOL OF EDUCATION

Student Teaching/Clinical Practice Partnership Agreement with Cooperating School District

This Student Teaching/Clinical Practice Agreement ("Agreement") is entered into between Point Loma Nazarene University ("PLNU" or "University") and **Tracy Joint Unified School District** (the "District").

Whereas, the University's curriculum requires teaching program candidates to complete a student teaching experience working under the supervision of a certified teacher ("Student Teaching/Clinical Practice"); and

Whereas, the District wishes to aid in the educational development of the University's students and is willing to make its premises and certified teachers available for Student Teaching/Clinical Practice; and

Whereas, the parties wish to document the guidelines, policies, and procedures for the placement of University students in Student Teaching/Clinical Practice within the District:

Now, therefore, the parties agree as follows:

I. General Terms

A. The District will validate the completion of California Teacher requirements at a proficient level for candidates seeking graduate course credit for meeting formative assessment and induction standards.

B. The District will accept University students for Student Teaching/Clinical Practice (a "Student Teaching/Clinical Practice Candidate") for the times and durations set forth by the University and agreed to by the District. The District reserves the right to accept only the number of Student Teaching/Clinical Practice Candidates it deems to be feasible at any given time.

C. A Student Teaching/Clinical Practice Candidate's normal teaching load shall be the same as the certified teacher to whom the candidate is assigned. The Student Teaching/Clinical Practice Candidate's other duties shall include, but are not limited to, classroom observation, classroom teaching, development of unit and daily lesson plans, diagnosis of student learning problems, tutoring of students, grading and recording of student assignments, and assistance with record keeping. Additional assignments outside of the confines of the classroom may include, but are not limited to, lunchroom supervision, playground supervision, hallway duty, bus duty, faculty meetings. Individualized Education Program (IEP) meetings, professional development meetings, and parent teacher conferences.

D. The University will inform the District of the length of placement when making requests for placement.

E. Student Teaching/Clinical Practice Candidates are required to follow the academic calendar of the District.

F. The District shall appoint a certified teacher to supervise each Student Teaching/Clinical Practice Candidate (a "Cooperating Teacher"). Cooperating Teachers shall meet the following criteria:

1. The Cooperating Teacher shall be a full-time member of the District's faculty.

2. The Cooperating Teacher must have taught for a minimum of three (3) years and have been employed by the District for at least one year.

3. The Cooperating Teacher must hold credentials in the field in which he/she is teaching.

4. The Cooperating Teacher must approve of having a Student Teaching/Clinical Practice Candidate assigned to them.

5. The Cooperating Teacher must meet all requirements of applicable credentialing agencies, including the California Commission on Teacher Credentialing ("CTC").

G. The Dean of the School of Education shall designate an appropriate person to supervise the Student Teaching/Clinical Practice Candidate (the "University Supervisor") in accordance with all CTC requirements. The University Supervisor will guide, counsel, instruct, and supervise Student Teaching/Clinical Practice Candidates. The University Supervisor's major responsibilities include, but are not limited to:

1. Conferencing with Cooperating Teachers to whom the Student Teaching/Clinical Practice Candidates are assigned about the expectations of the University and District.

2. Providing the Cooperating Teacher with University resources for supervising a Student Teaching/Clinical Practice Candidate.

3. Serving as the first point of contact for the University.

4. Monitoring the Student Teaching/Clinical Practice Candidate's progress.

5. Observing, critiquing, and conferencing with the Student Teaching/Clinical Practice Candidate at least three times during the Student Teaching/Clinical Practice placement.

6. Providing frequent feedback to the Student Teaching/Clinical Practice Candidate and Cooperating Teacher regarding progress, problems, and recommendations.

7. Being available to address the needs of both the Student Teaching/Clinical Practice Candidate and the Cooperating Teacher.

8. Following consultation with the Cooperating Teacher, issuing a final grade to the Student Teaching/Clinical Practice Candidate.

H. To the extent permitted by Federal, State, and local laws and regulations, and in a manner consistent with the District's confidentiality requirements and policies, the District shall allow the Student Teaching/Clinical Practice Candidate access to information, including relevant documentation and reports.

I. University Students shall not be considered employees of the District and are not covered by any District compensation program or other insurance.

II. Removal of Student Teaching/Clinical Practice Candidates

The District will notify the University in writing, prior to taking any action against a Student Teaching/Clinical Practice Candidate regarding any concerns or complaints about a Student's performance or unsatisfactory conduct in the Student Teaching/Clinical Practice. In such cases, the District will cooperate with the University to address the issues, including without limitation steps to further train the Student and remediate the concerns. Except in circumstances where a Student presents an immediate threat to the health and safety of the District's students or personnel, the District shall not remove a Student from its facilities or Student Teaching/Clinical Practice without engaging in the process described above.

III. FERPA

Prior to the start of their placement, the University shall provide training to Student Teaching/Clinical Practice Candidates concerning the Family Educational Rights and Privacy Act of 1974, as amended ("FERPA") and its implementing regulations. As part of this training, the University shall instruct candidates about their legal obligation to comply with FERPA and its implementing regulations with respect to confidential information the candidate encounters during his/her Student Teaching/Clinical Practice.

IV. Background Checks

For each Student Teaching/Clinical Practice Candidate, the University shall cause to be performed a criminal background check that complies with the minimum requirements set by the State of California. Prior to a Student Teaching/Clinical Practice Candidate beginning their student teaching experience, the University shall review the results and exclude from participation any candidate whose background check would preclude the candidate from serving in the planned student teaching experience. Additionally, all Student Teaching/Clinical Practice candidates will be required to obtain and maintain a valid and current Certificate of Clearance from the CTC before beginning their student teaching experience and for the duration of their student teaching experience.

University Fieldwork Candidates must also comply with District's requirements as follows:

1. Complete Live Scan fingerprinting by District Live Scan Technician, with a $25 non - refundable fee. District will coordinate with Candidate for an appointment.
2. Provide District with negative TB certification no older than 60 days from expected placement start date.

V. Non-Discrimination

The parties agree that neither will unlawfully discriminate in the selection of, or acceptance or participation by, any Student Teaching/Clinical Practice Candidate pursuant to this Agreement on the basis of race, creed, color, national origin, religion, sex, disability, age, veterans' status, marital status, citizenship, or any other characteristic protected by law.

VI. Compliance with Other Laws

The University and District shall comply with all Federal, State, and local laws and regulations that are applicable to the subject matter of this Agreement.

VII. General Liability Insurance

Both parties shall maintain in force during the term of this Agreement, bodily injury, property damage, and professional liability insurance that includes coverage for sexual abuse and molestation, with coverage of at least $1,000,000 per occurrence and an annual aggregate of $3,000,000 per occurrence, insuring itself and its agents and employees for their acts, failures to act, or negligence rising out of, or caused by, the activity which is the subject of this Agreement. Additional requirements can be found in Exhibit 1. Each party will provide the other proof of such insurance upon request.

VIII. Mutual Indemnification

Each party shall indemnify, defend and hold harmless the other party, the other party's affiliates, and their respective trustees, directors, officers, employees, students, faculty, agents, representatives, successors and assigns (collectively "Indemnified Parties") against all damages, claims, actions, liabilities, losses and other expenses, including without limitation reasonable attorney's fees, expert witness fees, consultant fees and other costs, incurred by or asserted against Indemnified Parties, whether or not a lawsuit or other proceeding is filed ("Claims"), that in any way arise out of or relate to (a) the indemnifying party's acts, omissions, negligence or willful misconduct with respect to its performance under this Agreement; and/or (b) the indemnifying party's non-compliance with any applicable Federal, State or local laws, rules or regulations with respect to its performance under this Agreement; provided, however, that an indemnifying party's indemnity hereunder shall not apply or extend to any acts or omissions of the other party or its representatives.

IX. Applicable Law

This Agreement shall be governed by and construed in accordance with the law of the State of California.

X. Severability

In the event any provision of this Agreement is held by a court to be illegal, void, or otherwise unenforceable, all other provisions of this Agreement shall continue in full force and effect to the maximum extent permitted by law.

XI. Term/Termination

The initial term of this Agreement will be for three (3) academic years and shall extend from **August 12, 2026, through August 12, 2029.** This Agreement may be extended for successive one (year) academic year periods by mutual written consent of the parties.

Either party may terminate this Agreement, with or without cause, by providing 60 days' written notice to the other party. However, in the event either party terminates the Agreement, Student Teaching/Clinical Practice Candidates that have already been placed shall be permitted to complete their placement unless the candidate is otherwise removed pursuant to Section II of this Agreement.

XII. Additional Terms

A. This Agreement is not intended to create any rights or interests for any other person or entity other than the University or District.
B. Neither party may assign this Agreement, nor the duties and responsibilities contained herein, without the prior written consent of the other party.
C. The University and District are independent entities and neither shall have, nor exercise, any control over the means, manner, or method by which the other performs its obligations under this Agreement. Nothing in this Agreement is intended or shall be construed to create an agency relationship, employment relationship, or joint venture between the parties. Neither party may use the other's name in a manner that is reasonably likely to suggest that the two are related without first obtaining the written consent of the other party. Furthermore, neither party intends for this Agreement to alter in any way their respective rights or their legal obligations.

D. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes all prior or contemporaneous communications, negotiations, and agreements, written or oral, regarding the subject matter hereto. No modification of or amendment or waiver to this Agreement will be effective unless in writing and signed by each of the parties.

E. Failure by either party at any time to require strict performance of any provision of this Agreement shall not constitute a waiver of that provision nor in any way limit enforcement of the provision.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates set forth below.

For Point Loma Nazarene University:

Name: G. James Daichendt, Ed.D.
Title: Provost and Chief Academic Officer
Address: Point Loma Nazarene University 3900 Lomaland Dr.
San Diego, CA 92106

J. James Daichendt — Date: 6/22/2026

Authorized Signature

PLNU Contact:

Name:	Deborah E. Erickson, Ed.D.
Title:	Dean, School of Education
Address:	Point Loma Nazarene University 4007 Camino Del Rio South, Suite 400 San Diego, CA 92108

For the District:

Name:	Tammy Jalique
Title:	Associate Superintendent for Human Resources
Address:	1875 W. Lowell Ave Tracy, CA 95376

_____ Date _____

Authorized Signature

TRACY
UNIFIED SCHOOL DISTRICT

Exhibit 1

1875 W. Lowell Avenue
Tracy, CA 95376
Phone (209) 830-3230
Fax (209) 830-3269

1. **Certificate of Liability Insurance** (Acord 25) signed by the insurer's representative.
    a. List the "Certificate Holder" as follows:
    Tracy Unified School District
    1875 W. Lowell Avenue
    Tracy, CA 95376
    b. Comprehensive General Liability with limits of $1,000,000 combined single limit per occurrence and $3,000,000 aggregate with endorsement. (The District reserves the right to increase the minimum insurance requirements upon the recommendation of the District's Risk Management Department).
    c. Proof of Automobile Liability, if transporting students or routinely driving on campus.
    d. Proof of Workers Compensation, a waiver of subrogation to be part of this coverage.
    e. Proof of Professional Liability Insurance with coverage for Sexual Abuse and Molestation with limits of $1,000,000 per occurrence and $3,000,000 aggregate with endorsement.
2. An **Additional Insured Endorsement** (Form Number **CG 2026 – Additional Insured – Owners, Lessee or Contractors, Scheduled Person or Organization** or its direct equivalent) **must** accompany the General Liability, Automobile Liability, and Professional Liability Insurance. Please note the following:
    a. List the "Additional Insured" as follows:

    Tracy Unified School District, its Governing Board, its Officers, its Agents are named as additional insured with the respects to Liability.

    b. The coverage shall be primary and non-contributory, with respect to general and professional liability with waiver of subrogation for workers compensation
    c. The additional insured endorsement should indicate the effective date, policy number, and the name of the insurance carrier.
3. Point Loma Nazarene University shall not commence any services or performance under this agreement until Point Loma Nazarene University has submitted and District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated herein.

As an agent of _____, I am acknowledging the above insurance requirements as an addendum to the agreement in place with Tracy Unified School District.

_____

Name Title Date

TRACY
UNIFIED SCHOOL DISTRICT

HUMAN RESOURCES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: July 24, 2026
RE: **Approve Field Placement Agreement with Grand Canyon University**

BACKGROUND: Tracy Unified School District currently hosts student teachers, interns, and students completing practicum/field experience from several colleges and universities. An agreement between Grand Canyon University and Tracy Unified School District will help individuals complete student teaching, clinical practice, fieldwork, and internships to obtain teaching, administration, or school counseling credentials which will aid the district in increasing the number of candidates that are available for a variety of positions and expand options for meeting staffing needs. This agreement will be effective August 12, 2026, through August 12, 2029.

RATIONALE: This agenda item meets strategic goal #2: Hire, support, develop, train, and sustain district employees who create a singleness of purpose focused on maximizing students' academic, social, and emotional potential.

FUNDING: No Fiscal Impact.

RECOMMENDATION: Approve Field Placement Agreement with Grand Canyon University.

Prepared by: Tammy Jalique, Associate Superintendent of Human Resources.

Field Placement Affiliation Agreement
Between GCU and Tracy Unified School District

1. **PARTIES:** This Agreement (the "Agreement") is entered into on this 08/12/2026 day by and between Grand Canyon University ("GCU") and Tracy Unified School District located at 1875 W. Lowell Avenue Tracy, CA 95376 hereafter referred to as the (the "District").
2. **PURPOSE:** The purpose of this non-exclusive Agreement is to establish the terms and conditions under which candidates of GCU may participate in College of Education ("COE") Practicum/Field Experience, Student Teaching, Educational Administration Internships, or College of Humanities and Social Sciences ("CHSS") School Counseling (SC) Practicum/Internships at the schools located in the District.
3. **TERM:** The term of this Agreement begins 08/12/2026 and ends 08/12/2029.
4. **Roles & Definitions:**
    - **Candidate**: The Candidate is defined as the student who is actively enrolled in a COE or CHSS program of study who works to fulfill all Practicum/Field experience, Student Teaching, Educational Administration Internships, or SC Practicum/Internships.
    - **Mentor**: The Mentor is defined as the teacher/educator hosting the COE or CHSS candidate in practicum/field experiences or educational administration internships.
    - **Cooperating Teacher**: The COE Cooperating Teacher (the "CT") is defined as the teacher in whose classroom the candidate is placed to complete the student teaching experience. The CT must be certified, endorsed, and/or licensed as a teacher.
    - **School Counseling ("SC") Site Supervisor:** The SC Site Supervisor is defined as the clinical site supervisor in whose supervision the Candidate is placed to complete the practicum/internship field experience expectations for school counselors in training ("SCITs"). The SC Site Supervisor must meet the requirements as outlined in the Graduate Field Experience Manual.
    - **GCU Faculty Supervisor:** The GCU Faculty Supervisor is defined as the GCU approved supervisor who has oversight responsibility for the evaluation of the candidate during Student Teaching or SC Practicum/Internships.
    - **Practicum/Field Experience**: Practicum/field experiences are field-based learning opportunities that focus on observation, application, and reflection. Practicum/field experiences require the candidate to observe and interact in diverse, real-life educational settings, and to apply the theories and concepts learned in program coursework.
    - **Student Teaching**: Student teaching is the capstone experience at the end of the initial teacher licensure program that provides candidates with the opportunity to demonstrate mastery of knowledge and skills in a classroom setting during the 15/16-week experience, dependent on program of study.
    - **Educational Administration Internships**: Educational Administration Internships are field-based learning opportunities for candidates enrolled in an Educational Administration program leading to principal licensure under the direct supervision of a certified school administrator.
    - **School Counseling ("SC") Practicum/Internships**: SC Practicum/Internships are field-based learning opportunities for candidates enrolled in school counseling programs leading to initial licensure under the direct supervision of a certified school counselor.
5. **RESPONSIBILITIES OF THE DISTRICT:**

5a. The District shall provide participating candidates with field placement experiences in a school of the District under direct supervision of a host teacher ("Cooperating Teacher"), host mentor ("Mentor"), or SC

Site Supervisor that meets the minimum GCU qualification requirements as outlined in the applicable program manual (See Appendices).

5b. The District shall allow candidates who are current district employees to complete required field experience hours (i.e., practicum/field experience, student teaching, educational administration internships) within their paid positions (e.g., paraprofessional, substitute, teacher of record, etc.) if the setting aligns with program requirements, an appropriately certified mentor is available, and all course expectations can be met, provided the district approves continued employment. If deemed not feasible, the district will provide reasonable written notice to the candidate and Grand Canyon University.

5c. The District shall ensure that the Cooperating Teacher/Mentor/SC Site Supervisor provides oversight, feedback and mentoring to GCU's participating candidates. Cooperating Teacher/Mentor/SC Site Supervisor expectations are outlined in the applicable program manual. (See Appendices.)

5d. The District shall provide the participating candidate prior to the start of the field placement with any District policies and procedures to which the candidate is expected to adhere to during the candidate's field placement while on District premises.

5e. The District shall allow a GCU faculty supervisor (the "GCU Faculty Supervisor") virtual and/or in-person access to the host school and classroom for the specific purpose of observing the participating candidate or consulting with the SC Site Supervisor.

5f. The District shall through the involvement of the Cooperating Teacher/Mentor/SC Site Supervisor, communicate with the GCU Faculty Supervisor and candidate to provide feedback on the candidate's performance which will be used by the GCU Faculty Supervisor for completion of the candidate's formal evaluation.

5g. The District shall have the right to refuse a candidate for field placement or may terminate the field placement of any candidate based upon its good faith determination that the candidate is not meeting performance standards or is otherwise deemed unacceptable to the District. Notices of such decisions shall be provided to GCU in writing and shall state reasons for such decisions.

5h. The District shall provide participating candidates with immediate first aid for work-related injuries or illnesses, such as blood or body fluid exposure.

5i. The District shall promptly and thoroughly investigate any complaint by any participating candidate or GCU regarding unlawful discrimination or harassment at the field placement site or involving employees or agents of the field placement site and take prompt and effective remedial action when discrimination or harassment is found to have occurred and to promptly notify GCU of the existence and outcome of any complaint of harassment by, against or involving any participating candidate.

5j. The District shall support the candidate in compliance with all policies of GCU that pertain to this Agreement as outlined in the University Policy Handbook and applicable program manuals. Please refer to the program manuals regarding recording, virtual services, and informed consent requirements(see Appendices).

5k. The District shall comply with all federal, state, and local statutes and regulations applicable to the performance of the Agreement.

5l. The District affirms that it maintains current accreditation through a recognized accrediting body and agrees to provide candidates with access to qualified mentor educators who hold valid and appropriate state certification(s) relevant to the assignment and licensure area.

6. **RESPONSIBILITIES OF GCU:**

6a. GCU shall not provide compensation to Mentors or SC Site Supervisors hosting candidates for Practicum/Field Experiences, Educational Administration Internships, SC Practicum/Internships, or Student Teaching in the instance where the candidate is employed as a full-time teacher of record.

6b. GCU shall pay a $500 stipend to Cooperating Teachers hosting student teaching candidates per each 15/16-week session of full-time service. Longer or shorter sessions will be paid on a pro-rated basis.

6c. GCU shall pay the stipend upon the completion of the student teaching semester provided all paperwork has been submitted.

6d. GCU shall provide a GCU Faculty Supervisor for candidates completing the student teaching, SC practicum/internships or educational administration internships to evaluate a candidate's performance through virtual and/or in-person observations. The GCU Faculty Supervisor will meet requirements and expectations as outlined in the applicable program's handbook.

6e. GCU shall require that all candidates who must enter a field placement site are required to fingerprint with District Live Scan technician at their own expense, $25. GCU students must also provide a negative TB certificate taken no later than 60 days prior to expected placement start date.

6f. GCU shall promptly and thoroughly investigate any complaint by any participating candidate or the District regarding unlawful discrimination or harassment at the field placement site or involving employees or agents of the field placement site and take prompt and effective remedial action when discrimination or harassment is found to have occurred and to promptly notify the District of the existence and outcome of any complaint of harassment by, against or involving any participating candidate.

6g. GCU shall support the candidate in compliance with all policies of District that pertain to this Agreement as outlined in policy handbook and applicable program manuals.

6h. GCU shall comply with all federal, state, and local statutes and regulations applicable to the performance of the Agreement.

7. **CANDIDATE COMPLIANCE WITH GCU AND DISTRICT POLICIES and PROGRAMMATIC HANDBOOKS:** Candidates accepted to the District for field placement shall be subject to all applicable policies and regulations of the District and GCU. Prior to assignment of candidates to the District, GCU will advise candidates of any specific requirements that must be met to participate in the applicable field placement. These specific requirements are outlined in the applicable program manual. (See Appendices.) Failure to complete the requirements will result in non-placement of candidates.
8. **PAID POSITIONS/EMPLOYMENT:** GCU does not solicit, source, or guarantee paid opportunities or employment for candidates. GCU may allow a candidate to maintain a paid position during Student Teaching or SC Practicum/Internship if deemed appropriate by the District and the role is in alignment to the candidate's university program of study, setting and coursework requirements and desired certification. The candidate must have an appropriately certified mentor/Cooperating Teacher/SC Site Supervisor available at the school site. Candidates requesting to hold a paid position must complete additional documentation that requires written approval from the District. Requests to student teach or SC practicum/internship in a paid position are reviewed by the applicable College on a case-by-case basis and are not guaranteed.
9. **INSURANCE AND LIABILITY**

9a. College of Education (Practicum/Field Experience, Student Teaching, Educational Administration Internships): GCU will maintain in full force and effect, at its sole expense and written by carriers acceptable to District. Additionally, GCU will provide insurance documentation per Exhibit 1 for its candidates

- Commercial General Liability (Minimum Requirements):

  Limits of Liability:

  $1,000,000 Each Occurrence

  $2,000,000 General Aggregate

  $2,000,000 Products/Completed Operations Aggregate

  $1,000,000 Personal Injury/Advertising Injury

  $5,000 Medical Payments

  Coverage:

  Premises/Operation Liability

  Medical Payments Liability

  Contractual Liability

Personal Injury Liability
Independent Contractors

- Professional Liability, as related to Educational Services:
  Limits of Liability:
  $1,000,000 Each wrongful act
  $1,000,000 Aggregate
- Automobile Liability:
  Limits of Liability:
  $1,000,000 Combined Single Limit
- Sexual Abuse or Molestation Liability:
  Limits of Liability:
  $1,000,000 Each
  $1,000,000 Aggregate

9b. College of Humanities and Social Sciences (CHSS) School Counseling: Each candidate will be required to provide proof of his/her own professional liability insurance in the amounts of $1,000,000 per claim/$3,000,000 aggregate to the GCU field experience office.

- Commercial General Liability (Minimum Requirements):
  Limits of Liability:
  $1,000,000 Combined Single Limit
  $2,000,000 General Aggregate
  $1,000,000 Products Aggregate
  $1,000,000 Personal Injury
  $5,000 Medical Payments
  Coverage:
  Premises/Operation Liability
  Medical Payments Liability
  Contractual Liability
  Personal Injury Liability

10. FERPA: GCU and the District agree to protect the candidate's and/or student's educational records in accordance with the Family Educational Rights and Privacy Act, 20 U.S.C. 1232g ("FERPA") and any applicable policy of GCU and the District. To the extent permitted by law, GCU and the District may share information from a candidate's and/or student's educational records with each other so that each can perform its respective responsibilities under this Agreement but shall not disclose or share educational records with any third party without the candidate's and/or student's prior written consent.

11. CONFIDENTIALITY: GCU shall inform each participating candidate of Federal law governing the confidentiality of District student information, including FERPA. The District shall inform each participating candidate of any applicable State law governing the confidentiality of student information. The District shall also inform each participating Cooperating Teacher, Mentor, or SC Site Supervisor that they are bound to maintain in confidence, any documents or other confidential information about the participating candidate and GCU to which they might have access. Any breach of confidentiality by a participating candidate, Cooperating Teacher, Mentor, or SC Site Supervisor shall be grounds for immediate termination of the field placement.

12. INDEMNIFICATION AND HOLD HARMLESS: Neither party shall be responsible for personal injury or property damage or other loss except that resulting from its own negligence or the negligence of its employees or others for whom the party is legally responsible.

13. USE OF MARKS AND LOGOS; RIGHT OF PUBLICITY: The District hereby grants GCU the right and license to publish and/or use District's logos or trademarks for all purposes connected with the promotion of the Agreement. Notwithstanding the foregoing license, District shall retain all right, title, and interest in and to District's logos and trademarks. District shall allow GCU to publicize District, the Agreement and the related programs in all advertising, publicity, and promotion, including GCU websites, and social media. GCU's right to utilize District's logos and trademarks and right of publicity will survive the termination or expiration of this Agreement for a reasonable period of time until GCU is able to revise and update such materials, websites, and social media.

14. ASSIGNMENT: The provisions of this Agreement shall inure to the benefit of and shall be binding upon the successors of the parties hereto. Neither this Agreement nor any of the rights or obligations here under may be transferred or assigned without prior written consent of the other party.

15. NOTICES: Notices under this Agreement shall be in writing and mailed electronically, or delivered to the parties as follows:

Grand Canyon University
COE/CHSS Affiliations
COEAffiliations@gcu.edu
Subject: Tracy Unified School District Affiliation Agreement Notification

School/District Information
Tracy Unified School District
1875 W. Lowell Avenue
Tracy, CA 95376

16. MODIFICATION OF AGREEMENT: This Agreement may be modified only by written amendment executed by both parties.

17. TERMINATION: Either party, upon thirty (30) days written notice to the other party, may terminate this Agreement.

18. PARTNERSHIP/JOINT VENTURE/EMPLOYMENT: Nothing herein shall in any way be construed or intended to create a partnership or joint venture between the parties or to create the relationship of principal and agent between or among any of the parties. Candidates are not employees, independent contractors, or agents of GCU. The relationship between candidates and the District shall be determined by the District according to its policies and agreements with the candidates.

19. INDEPENDENT CONTRACTOR: The relationship between Cooperating Teachers (hosting College of Education student teachers) and GCU shall be that of an independent contractor and shall not be deemed to be that of an employer-employee relationship, joint venture, or partnership. Cooperating Teachers shall be solely responsible for the payment of their own state and federal income tax and self-employment tax as applicable.

20. NONDISCRIMINATION: The parties shall comply with Title VI and VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, section 504 of the Rehabilitation Act of 1973, the Americans with Disability Act of 1990 and the regulations related thereto. The parties will not discriminate against any individual including but not limited to employees or applicants for employment and/or candidates because of race, religion, creed, color, sex, age, disability, veteran status, or national origin. This section shall not apply to discrimination in employment on the basis of religion that is specifically exempt under the Civil Rights Act of 1964 (42 U.S.C. §2000 e).

21. GOVERNING LAW: This Agreement shall be governed in all respects, whether as to validity, construction, capacity, performance, or otherwise, by the laws of the State of Arizona, without giving effect to its conflict of laws rules. Any dispute, controversy, or claim arising out of or in connection with this Agreement shall be settled by confidential arbitration under the Rules for Commercial Arbitration of the American Arbitration Association, by one arbitrator reasonably familiar with the business pertaining to the services covered by the Agreement, appointed in accordance with such Rules. The arbitrator shall apply the laws of the State of Arizona to the merits of any dispute or claim. Judgment on the award entered by the arbitrator may be entered in any court having jurisdiction thereof.

In witness whereof, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officials thereunto duly authorized as of the date first above written.

Grand Canyon University

By: _____
Signature
Name: Dr. Meredith Critchfield

Title: Dean, College of Education

Date: 7/24/2026

By: _____
Signature
Name: Dr. Anna Edgeston

Title: Assistant Dean of College of Humanities and Social Sciences

Date: 7/24/2026

Tracy Unified School District

By: _____
Signature
Name: _____

Title: _____

Date: _____

TRACY
UNIFIED SCHOOL DISTRICT

Exhibit 1

1875 W. Lowell Avenue
Tracy, CA 95376
Phone (209) 830-3230
Fax (209) 830-3269

1. **Certificate of Liability Insurance** (Acord 25) signed by the insurer's representative.
    a. List the "Certificate Holder" as follows:
    Tracy Unified School District
    1875 W. Lowell Avenue
    Tracy, CA 95376
    b. Comprehensive General Liability with limits of $1,000,000 combined single limit per occurrence and $2,000,000 aggregate.
    c. Proof of Automobile Liability, if transporting students or routinely driving on campus.
    d. Proof of Workers Compensation, a waiver of subrogation to be part of this coverage.
    e. Proof of Professional Liability Insurance with coverage for Sexual Abuse and Molestation with limits of $1,000,000 per occurrence and $2,000,000 aggregate.
2. An **Additional Insured Endorsement** (Form Number **CG 2026 – Additional Insured – Owners, Lessee or Contractors, Scheduled Person or Organization** or its direct equivalent) **must** accompany the General Liability, Automobile Liability. Please note the following:
    a. List the "Additional Insured" as follows:

    Tracy Unified School District, its Governing Board, its Officers, its Agents are named as additional insured with the respects to Liability.

    b. The coverage shall be primary and non-contributory, with respect to general liability with waiver of subrogation for workers compensation
    c. The additional insured endorsement should indicate the effective date, policy number, and the name of the insurance carrier.
3. Grand Canyon University shall not commence any services or performance under this agreement until Grand Canyon University has submitted and District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated herein.

As an agent of _____, I am acknowledging the above insurance requirements as an addendum to the agreement in place with Tracy Unified School District dated _____.

_____ _____ _____
Name Title Date

Appendices

GCU University Policy Handbook (UPH)

University Policy Handbook

College of Education (COE) Appendix

Clinical Field Experience Handbook
(For candidates in all College of Education programs.)

Student Teaching Manual
(For candidates enrolled in initial teacher licensure programs.)

Master of Education in Educational Administration Internship Manual
(For candidates in the Educational Administration program with start dates **prior to May 2, 2024**.)

Master of Education in Educational Administration Internship Manual
(For candidates in the Educational Administration program with start dates **on or after May 2, 2024**.)

College of Humanities and Social Sciences (CHSS) Appendix

College-of-Humanities-and-Social-Sciences-Graduate-Field-Experience-Manual_9.1.2023.pdf (gcu.edu)

TRACY
UNIFIED SCHOOL DISTRICT

BUSINESS SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tania Salinas, Assoc Supt of Business Services
DATE: July 29, 2026
SUBJECT: **Consider Claim No. 669730**

BACKGROUND: On July 22, 2026, a claim was received by the Tracy Unified School District in which the claimant stated that a loss occurred on February 6, 2026

The District's insurance providers reviewed the subsequent claim and determined:

a. The information provided to date does not suggest that there is a liability on behalf of the School District.

The District's insurance providers recommend rejection/denial of this claim by the Board of Trustees.

The claim amount is noted to exceed $35,000.00

RATIONALE: District's insurance advisors, legal advisors, and District staff recommend rejection/denial of this claim. This is standard practice in order to protect the District from future litigation.

FUNDING: The District insurance account covers costs up to the board-approved deductible amount.

RECOMMENDATIONS: Reject Claim No. 669730

Prepared by: Tania Salinas, Associate Superintendent for Business Services.

TRACY
UNIFIED SCHOOL DISTRICT

HUMAN RESOURCES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: August 11, 2026
SUBJECT: **Approve Revised Master Agreement between Tracy Unified School District and the Tracy Educators Association (TEA)**

BACKGROUND: Tentative Agreements for the 2025–2026 re-opener articles were ratified by Tracy Educators Association members on 5/27/2026 and approved by the Tracy Board of Education on 6/23/2026. The Revised TEA Master Agreement incorporates those changes (see attached).

RATIONALE: The Revised TEA Master Agreement updates language in the following Articles:

- Article VI, Hours
- Article VII, Duties (TA 3/4/2026)
- Article XIV, Fringe Benefits (TA 9/17/2025)
- Article XVII, Evaluation and Appendix G items (TA 5/8/2026)
- Article XXXIX, Teacher Assigned to Independent Charter (TA 9/17/2025)
- Appendix F (TA 3/4/2026)

FUNDING: Compensation, described in the Master Agreement, will come from a variety of funds.

RECOMMENDATION: Approve Revised Master Agreement between Tracy Unified School District and the Tracy Educators Association (TEA).

Prepared by: Tammy Jalique, Associate Superintendent of Human Resources.

TRACY
UNIFIED SCHOOL DISTRICT

HUMAN RESOURCES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: June 29, 2026
SUBJECT: **Adopt Revisions to Board Policy 4119.26, 4219.26, 4319.26 Maintaining Appropriate Adult-Student Interactions (First Reading)**

BACKGROUND: The District continues the process of reviewing, revising, adding, and abolishing board policies and regulations as current laws and requirements change. In alignment with CSBA updates to Maintaining Appropriate Adult-Student Interactions, the District seeks to update and replace the existing individual board policies.

RECOMMENDATION: Adopt Revisions to Board Policy 4119.26, 4219.26, 4319.26 Maintaining Appropriate Adult-Student Interactions (First Reading).

Prepared by: Tammy Jalique, Associate Superintendent of Human Resources.

MAINTAINING APPROPRIATE ADULT-STUDENT INTERACTIONS

The Governing Board desires to provide a positive school environment that protects the safety and well-being of district students. The Board expects all adults with whom students may interact at school or in school-related activities, including employees, independent contractors, and volunteers, to maintain the highest professional and ethical standards in their interactions with students both within and outside the educational setting. Such adults shall not engage in unlawful or inappropriate interactions with students and shall avoid boundary-blurring behaviors that undermine trust in the adult-student relationship and lead to the appearance of impropriety.

Employees are prohibited from entering into or attempting to form a romantic or sexual relationship with any student or engaging in sexual harassment of a student, including sexual advances, flirtations, requests for sexual favors, inappropriate comments about a student's body or appearance, or other verbal, visual, or physical conduct of a sexual nature.

Adults shall not intrude on a student's physical or emotional boundaries unless necessary in an emergency or to serve a legitimate purpose related to instruction, counseling, student health, or student or staff safety.

Any employee who observes or has knowledge of another employee's violation of this policy shall report the information to the Superintendent or designee or appropriate agency for investigation pursuant to the applicable complaint procedures. Other adults with knowledge of any violation of this policy are encouraged to report the violation to the Superintendent or designee. The Superintendent or designee shall protect anyone who reports a violation from retaliation. Immediate intervention shall be implemented when necessary to protect student safety or the integrity of the investigation.

Employees who engage in any conduct in violation of this policy, including retaliation against a person who reports the violation or participates in the complaint process, shall be subject to discipline, up to and including dismissal. Any other adult who violates this policy may be barred from school grounds and activities in accordance with law. The Superintendent or designee may also notify law enforcement as appropriate.

The district's employee code of conduct addressing interactions with students shall be provided to parents/guardians at the beginning of each school year and shall be posted on school and/or district web sites. (Education Code 44050)

Inappropriate Conduct

Employees shall remain vigilant of their position of authority and not abuse it when relating with students. Examples of employee conduct that can undermine professional adult-student interactions or create the appearance of impropriety include, but are not limited to:

1. Initiating inappropriate physical contact

TUSD Adopted: 08.22.23
TUSD Revised:

MAINTAINING APPROPRIATE ADULT-STUDENT INTERACTIONS

2. Being alone with a student outside of the view of others

3. Visiting a student's home or inviting a student to visit the employee's home without parent/guardian consent

4. Maintaining personal contact with a student that has no legitimate educational purpose, by phone, letter, electronic communications, or other means, without including the student's parent/guardian or the principal

   When communicating electronically with students, employees shall use district equipment or technological resources when available. Employees shall not communicate with students through any medium that is designed to eliminate records of the communications. The Superintendent or designee may monitor employee usage of district technology at any time without advance notice or consent.

5. Creating or participating in social networking sites for communication with students, other than those created by the district, without the prior written approval of the principal or designee

6. Inviting or accepting requests from students, or former students who are minors, to connect on personal social networking sites (e.g., "friending" or "following" on social media), unless the site is dedicated to school business

7. Singling out a particular student for personal attention and friendship, including giving gifts and/or nicknames to individual students

8. Addressing a student in an overly familiar manner, such as by using a term of endearment

9. Socializing or spending time with students outside of school-sponsored events, except as participants in community activities

10. Sending or accompanying students on personal errands unrelated to any legitimate educational purpose

11. Transporting a student in a personal vehicle without prior authorization

12. Encouraging students to confide their personal or family problems and/or relationships

13. Disclosing personal, family, or other private matters to students or sharing personal secrets with students

TUSD Adopted: 08.22.23
TUSD Revised:

MAINTAINING APPROPRIATE ADULT-STUDENT INTERACTIONS

For purposes of this policy employees include interns, volunteers, contractors, and other persons with an employment relationship with the district.

The Governing Board desires to provide a safe and positive school environment that promotes the learning, engagement, safety, and well-being of district students. The Board expects all adults with whom students may interact at school or in school-related activities, to maintain the highest professional and ethical standards in their interactions with students both within and outside the educational setting, in accordance with this policy and Board Policy 4119.21/4219.21/4319.21 - Professional Standards. Such adults shall not engage in threatening, unsafe, unlawful, or inappropriate interactions with students and shall avoid boundary-blurring behaviors that undermine trust in the adult-student relationship and lead to the appearance of impropriety.

Adults shall not intrude on a student's physical or emotional boundaries unless necessary in an emergency or to serve a legitimate purpose related to instruction, counseling, student health, or student or staff safety.

The district's employee code of conduct addressing interactions with students shall be provided to parents/guardians at the beginning of each school year and shall be posted on school and/or district websites. (Education Code 44050)

Inappropriate Conduct

Employees shall remain vigilant of their position of authority and not abuse it when relating with students.

The Board prohibits inappropriate conduct between employees and students. (Education Code 32100)

Inappropriate employee conduct includes, but is not limited to:

1. **Initiating inappropriate physical contact**

2. **Attempting to form a romantic or sexual relationship with any student or engaging in sexual harassment of a student, including sexual advances, flirtations, requests for sexual favors, inappropriate comments about a student's body or appearance, or other verbal, visual, or physical conduct of a sexual nature**

3. **Engaging in inappropriate socialization or fraternization with a student or soliciting, encouraging, or maintaining an inappropriate written, verbal, or physical relationship with a student**

4. **Being alone with a student outside of the view of others**

MAINTAINING APPROPRIATE ADULT-STUDENT INTERACTIONS

5. **Visiting a student's home or inviting a student to visit the employee's home without parent/guardian consent**

6. **Maintaining personal contact with a student during or outside the school day that has no legitimate educational purpose, by phone, letter, text message, social media internet platforms, electronic communications, or other means of communication, without including the student's parent/guardian**

   In accordance with Board Policy/Administrative Regulation 4040 - Employee Use of Technology, employees shall use district equipment or technological resources, when available, when communicating electronically with students. Employees shall not communicate with students through any medium that is designed to eliminate records of the communications. The Superintendent or designee may monitor employee usage of district technology at any time without advance notice or consent.

7. **Creating or participating in social networking sites for communication with students, other than those created by the district, without the prior written approval of the principal or designee**

8. **Inviting or accepting requests from students, or former students who are minors, to connect on personal social networking sites (e.g., "friending" or "following" on social media), unless the site is dedicated to school business**

9. **Singling out a particular student for personal attention and friendship, including giving gifts and/or nicknames to individual students**

10. **Addressing a student in an overly familiar manner, such as by using a term of endearment**

11. **Socializing or spending time with students outside of school-sponsored events, except as participants in community activities**

12. **Sending or accompanying students on personal errands unrelated to any legitimate educational purpose**

13. **Transporting a student in a personal vehicle without prior authorization**

14. **Encouraging students to confide personal or family problems and/or relationships**

15. **Disclosing personal, family, or other private matters to students or sharing personal secrets with students**

TUSD Adopted: 08.22.23
TUSD Revised:

MAINTAINING APPROPRIATE ADULT-STUDENT INTERACTIONS

16. **Engaging in any conduct that endangers or threatens to endanger students, including, but not limited to, physical violence or threats of violence**

17. **Engaging in harassing or discriminatory behavior towards students, or failing or refusing to intervene when an act of discrimination, harassment, intimidation, or bullying against a student is observed**

18. **Physically abusing, sexually abusing, neglecting, or otherwise willfully harming or injuring a child**

19. **Using profane, obscene, or abusive language against students**

Violations of Policy

Any employee who observes or has knowledge of another employee's violation of this policy shall report the information to the Superintendent or designee or appropriate agency for investigation pursuant to the applicable complaint procedures. Other adults with knowledge of any violation of this policy are encouraged to report the violation to the Superintendent or designee. The Board prohibits retaliation against anyone who reports a violation of this policy. Immediate intervention shall be implemented when necessary to protect student safety or the integrity of the investigation.

Employees who engage in any conduct in violation of this policy, including retaliation against a person who reports the violation or participates in the complaint process, shall be subject to discipline, up to and including dismissal. Any other adult who violates this policy may be barred from school grounds and activities in accordance with law. Additionally, the Superintendent or designee may also notify law enforcement as appropriate.

Legal References:

State	**Description**
5 CCR 80303	Reports of change in employment status; alleged misconduct
5 CCR 80304	Notice of sexual misconduct
Ed. Code 32100	**Professional boundaries between adults and students and the safety of learning environments**
Ed. Code 44030.5	Reporting change in employment status due to alleged misconduct
Ed. Code 44050	Employee code of conduct; interaction with students
Ed. Code 44242.5	Reports and review of alleged misconduct
Ed. Code 44940	Compulsory leave of absence for certificated persons
Ed. Code 48980	Parent/Guardian notifications
Pen. Code 11164-11174.3	Child Abuse and Neglect Reporting Act

TUSD Adopted: 08.22.23
TUSD Revised:

MAINTAINING APPROPRIATE ADULT-STUDENT INTERACTIONS

Management Resources	**Description**
Website	CSBA District and County Office of Education Legal Services

~~**Code**~~	~~**Description**~~
~~4218~~	~~Dismissal/Suspension/Disciplinary Action~~
~~4118~~	~~Suspension~~
~~4117.4~~	~~Dismissal~~
~~4218~~	~~Dismissal Suspension and Demotion~~

Code	**Description**
0420.4	Charter School Authorization
0420.41	Charter School Oversight
0420.41-E(1)	Charter School Oversight
0450	Comprehensive Safety Plan
1240	Volunteer Assistance
4040	Employee Use Of Technology
4040-E(1)	Employee Use Of Technology
4111	Recruitment And Selection
4116	Probationary/Permanent Status
4119.21	Professional Standards
4119.21-E(1)	Professional Standards
4121	Temporary/Substitute Personnel
4211	Recruitment And Selection
4216	Probationary/Permanent Status
4218	Dismissal/Suspension/Disciplinary Action
4218.1	Dismissal/Suspension/Disciplinary Action (Merit System)
4219.21	Professional Standards
4219.21-E(1)	Professional Standards
4311	Recruitment And Selection
4319.21	Professional Standards
4319.21-E(1)	Professional Standards
5131	Conduct
5141.4	Child Abuse Prevention And Reporting
5142	Safety

TUSD Adopted: 08.22.23
TUSD Revised:

MAINTAINING APPROPRIATE ADULT-STUDENT INTERACTIONS

Code	Description
5145.6	Parent/Guardian Notifications
5145.6-E(1)	Parent/Guardian Notifications
5145.7	Sexual Harassment

TUSD Adopted: 08.22.23
TUSD Revised:

TRACY
UNIFIED SCHOOL DISTRICT

HUMAN RESOURCES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: June 26, 2026
SUBJECT: **Approve Revised Job Description for Modified Para Educator – Student Apprentice**

BACKGROUND: The District continues the process of developing and updating job descriptions to ensure they accurately reflect current essential functions of the position, District requirements and any Federal or California Department of Education requirements. The proposed revisions are being made to remain compliant with minimum wage law and program guidelines.

RATIONALE: This agenda item meets District Strategic Goal #2: Hire, support, develop, train, and sustain district employees who create a singleness of purpose focused on maximizing students' academic, social, and emotional potential; and District Strategic Goal #3: Apply fiscal, operational and community resources to ensure a safe learning environment that supports staff and student goals.

FUNDING: Grant funded.

RECOMMENDATION: Approve Revised Job Description for Modified Para Educator – Student Apprentice

Prepared by: Tammy Jalique, Associate Superintendent of Human Resource.

TRACY UNIFIED SCHOOL DISTRICT JOB DESCRIPTION

POSTION TITLE: Modified Para Educator - Student Apprentice

DEPARTMENT/DIVISION: Education

POSITION SUMMARY:
Under the supervision of the classroom instructor, to serve as an assistant to teachers by aiding in the supervision and training of students and assisting in the preparation and assembling of teaching materials.

ESSENTIAL FUNCTIONS:
1. Assists teachers in the conducting of lessons and a variety of classroom activities
2. Tutors students and works with student groups in a supportive, nurturing, respectful and helpful manner under teacher direction
3. Appraises teacher of behavioral and learning problems experienced by the students
4. Works with instructional materials such as workbooks, flash cards, and multiplication tables.
5. Prepares for, assists with, and cleans up after various classroom projects
6. Assists teachers in the physical education programs or in other special activities
7. Assists in the preparation of graphic and written teaching materials
8. Grades papers, operates duplicating equipment, and keeps records as directed by the teacher
9. Assists in maintaining inventory of books, teaching aids and other supplies
10. May perform a variety of tasks for many teachers
11. Orders and distributes supplies as instructed
12. May assist with programs, equipment, and materials to meet the needs of exceptional students.
13. Helps individual students with specific problems.
14. Maintains regular and prompt attendance in the workplace.
15. Performs other related duties as assigned.

EDUCATION AND EXPERIENCE:
Apprentice must be a Junior or Senior in good standing in the Tracy Unified School District upon employment. Must be familiar with Windows operating system. Must be Work Permit Eligible and meet all requirements and guidelines for High School Apprenticeship Program. May be dual enrolled with high school and higher education institution (Junior College).

SKILLS AND QUALIFICATIONS:
1. Knowledge of English usage, grammar, spelling, punctuation, and vocabulary
2. Knowledge of student's recreational activities
3. Additional qualifications will be required dependent upon program requirements (e.g., bilingual, sign language for the deaf or specialist in a prescribed educational program)
4. Ability to assist with supervising the learning activities in a school district setting
5. Ability to work independently on own initiative
6. Ability to operate standard office and instructional equipment
7. Ability to maintain cooperative working relationships with those contacted in the course of work.

PHYSICAL REQUIREMENTS:
Employees in this position must have the ability to:
1. Stand and walk on hard and/or uneven surfaces for extended periods of time.
2. Bend, squat and/or stoop for brief periods of time.
3. Reach above shoulder level for brief periods of time.
4. Push/pull up to 75 lbs.
5. Lift and carry up to 75 lbs.
6. Run short distances.

WORK ENVIRONMENT:
Employees in this position will be required to work indoors and outdoors in various weather during the course of the required work schedule.

SALARY: *Apprenticeship Wage Schedule

Board Approved:

TERM OF APPRENTICESHIP AND PROBATION:
Up to 800 on-job-training hours with TUSD, minimum of 455 related and supplemental instruction (RSI) hours, and completed within thirty-six (36) months. The period of probation shall be five hundred (500) hours of OJT or nine (9) months, whichever occurs first and the first one hundred three (103) hours of RSI. To achieve Delta College certificate, candidates must complete 2000 total hours in a paraeducator position. TUSD offers the first 800 hours to students in the apprentice role.

ADVANCEMENT SCHEDULE:
To advance from one pay period to the next, the apprentice shall have met the following requirements:

1. Shall have satisfactorily completed the indicated on-the-job work hours; and
2. Shall have satisfactorily completed the indicated months in the program; and
3. Shall have satisfactorily completed the indicated related and supplemental instruction school hours; and
4. Shall have satisfactory employer evaluation/upgrade report.

~~**WAGE SCHEDULE**~~ **APPRENTICE WAGE AND ADVANCEMENT SCHEDULE:**
~~• 0-400 Hours — $ 15.50 / Hour~~
~~• 401-800 Hours - $ 16.50 / Hour~~
In no case shall an Apprentice receive a starting wage that is less than the applicable federal, state or local entity (city or county) minimum wage, whichever is higher for the county or city where the apprentice is working. The applicable minimum wage law shall establish the effective date of the minimum wage.

To advance from one period to the next, the apprentice shall have met the following requirements:

1st period	**0-9 Months (0-400 hrs.)**	**Minimum Wage (MW)**
2nd period	**10-18 Months (401-800 hrs.)**	**Minimum Wage (MW) + $0.50**
3rd period	**19-24 Months (801-1200 hrs.)**	**Minimum Wage (MW) + $1.00**
4th period	**25-30 Months (1201-1600 hrs.)**	**Minimum Wage (MW) + $1.50**
5th period	**31+ Months (1601-2000 hrs.)**	**Minimum Wage (MW) + $2.00**

RELATED INSTRUCTION:
Apprentices shall satisfactorily complete prescribed courses of related and supplemental instruction, which will not be less than one hundred and eight (108) hours per year. Related and supplemental instruction will be provided by San Joaquin Delta College or equivalent or articulated courses provided by other Local Education Agencies. Time spent in related and supplemental instruction will not be compensated unless otherwise provided by the employer. Apprentices must complete all courses with a grade of "B" or better. Minimum Related and Supplemental Hours of Instruction: 455

Related and Supplemental Instruction – San Joaquin Delta College Courses

Course	Title	Units	Hours/Semester
Required Courses			
ECE 21	Child and Adolescent Development	3.0	52.50

ECE 63	Child Discipline	1.0	17.50
EDUC 10	Introduction to Education	3.0	52.50
EDUC 12	Reading Tutoring Techniques	3.0	52.50
EDUC 13	Math Tutoring Techniques	3.0	52.50
EDUC 70	Paraprofessional Exam Preparation	2.0	52.50
EDUC 14	Bilingualism in the Classroom	3.0	52.50
ENG 1A	Reading and Composition	3.0	52.50
MATH 17A or 17B	Concepts and Structures of Mathematics	3.0	87.50
*Projected course requirements are subject to change		**Total – 24 units – 455 Hours**	

TRACY
UNIFIED SCHOOL DISTRICT

HUMAN RESOURCES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tammy Jalique, Assoc. Supt. for Human Resources
DATE: July 29, 2026
RE: **Approve Variable Term Waivers**

BACKGROUND: Variable Term Waivers provide additional time to complete the requirements for the credential that authorizes service or to provide employing agencies with time to fill the assignment with an individual who either holds an appropriate credential or qualifies under one of the available assignment options.

RATIONALE: The Variable Term Waiver allows the employing agency to fill staffing needs by hiring individuals who have not yet met experience or program requirements for the Administrative Services Credential and CTE Teaching Credentials. In reviewing staffing for the 2026-2027 school year, it has been determined that Tracy Unified School District has a need for Variable Term Waivers.

FUNDING: No Fiscal Impact.

RECOMMENDATION: Approve Variable Term Waivers.

Prepared by: Tammy Jalique, Associate Superintendent for Human Resources.

BEFORE THE BOARD OF TRUSTEES
TRACY UNIFIED SCHOOL DISTRICT
COUNTY OF SAN JOAQUIN
STATE OF CALIFORNIA

DECLARATION

The Governing Board of Tracy Unified School District declares that the district has elected to request a Variable Term Waiver initial issuance while the individuals below work on completing the requirements to obtain an Administrative Services Credential and a clear CTE teaching credential. The individuals will be provided with orientation, guidance, and assistance during the calid period of the waiver.

Nico Herron – Stein Continuation High School – Barbering/Cosmetology – CCSD Waiver

Sarah Silvinson – Tracy Adult School – CTE Coordinator – Administrative Services Waiver

Rebecca Van Kamerik – DEC/SPED – Program Specialist - Administrative Services Waiver

LaShay Lundy – West High School – Home Economics – CCSD Waiver

Carson Blickenstaff – Kimball High School – Media Production – CCSD Waiver

Mark Estes – Tracy High School – Fire Service – CCSD Waiver

AYES:

NOES:

ABSTAIN:

ABSENT:

_____
Board President

Date: _____

ATTEST:

_____
Board Vice President

Date: _____