

**NOTICE**  
**REGULAR MEETING OF THE GOVERNING BOARD**  
**TRACY UNIFIED SCHOOL DISTRICT**  
**FEBRUARY 28, 2023**

**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**

- |  | <b>Pg. No.</b> |
|--|----------------|
| <b>1. Call to Order</b>  |                |
| <b>2. Roll Call – Establish Quorum</b><br>Board: S. Abercrombie, O. Alexander, R. Fagin, L. Hawkins, Z. Hoffert, J. Silcox<br>Staff: R. Pecot, T. Jalique, J. Stocking, T. Salinas, S. Smith   |                |
| <b>3. Closed Session:</b> Opportunity to Address the Board Regarding Closed Session Items which follow. Closed session is limited to consideration of items specifically authorized under the Government Code and/or the Education Codes.                                      |                |
| <b>3.1 Administrative &amp; Business Services:</b> None.   |                |
| <b>3.2 Educational Services:</b>   |                |
| <b>3.2.1</b> Finding of Facts: 22/23#65, 22/23#66, 22/23#67, 22/23#68, 22/23#69, 22/23#70, 22/23#71, 22/23#72<br><b>Action:</b> Motion___; Second___. <b>Vote:</b> Yes___; No___; Absent___; Abstain___  |                |
| <b>3.2.2</b> Reinstatements: AR#22-23/#28, AR#22-23/#29, AR#22-23/#30<br><b>Action:</b> Motion___; Second___. <b>Vote:</b> Yes___; No___; Absent___; Abstain___  |                |
| <b>3.2.3</b> Board Waiver: WHS#10352552, WHS#10353324, SWP#10339848<br><b>Action:</b> Motion___; Second___. <b>Vote:</b> Yes___; No___; Absent___; Abstain___  |                |
| <b>3.3 Human Resources:</b>  |                |
| <b>3.3.1</b> Release Probationary Classified Employee #UCL-441 SpEd Para Educator<br>Motion___; Second___. <b>Vote:</b> Yes___; No___; Absent___; Abstain___   |                |
| <b>3.3.2</b> Release Probationary Classified Employee #UCL-442 Para Educator I<br>Motion___; Second___. <b>Vote:</b> Yes___; No___; Absent___; Abstain___  |                |
| <b>3.3.3</b> Approve the Non-Reelection of Probationary Certificated Employees: #UC-1325, #UC-1327, #UC-1328, #UC-1329, #UC-1330, #UC-1331, #UC-1332 pursuant to Education Code Section 44929.21(b)<br>Motion___; Second___. <b>Vote:</b> Yes___; No___; Absent___; Abstain___ |                |

- 3.3.4 Consider Unpaid Leave of Absence for Certificated Employee #UC-1324  
Motion \_\_\_; Second \_\_. **Vote:** Yes \_\_\_; No \_\_\_; Absent \_\_\_; Abstain \_\_\_
- 3.3.5 Consider Public Employee/Employment/Discipline/Dismissal/Release  
**Action:** Motion \_\_\_; Second \_\_. **Vote:** Yes \_\_\_; No \_\_\_; Absent \_\_\_; Abstain \_\_\_
- 3.3.6 Conference with Labor Negotiator  
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: 22/23#65, 22/23#66, 22/23#67, 22/23#68,  
3.2.1 22/23#69, 22/23#70, 22/23#71, 22/23#72  
**Action:** Motion \_\_\_ Second \_\_. **Vote:** Yes \_\_\_; No \_\_\_; Absent \_\_\_; Abstain \_\_\_
- 6b Report Out of Action Taken on Reinstatements: AR#22-23/#28, AR#22-23/#29,  
3.2.2 AR#22-23/#30  
**Action:** **Vote:** Yes \_\_\_; No \_\_\_; Absent \_\_\_; Abstain \_\_\_
- 6c Report Out of Board Waiver: WHS#10352552, WHS#10353324,  
3.2.3 SWP#10339848  
**Action:** **Vote:** Yes \_\_\_; No \_\_\_; Absent \_\_\_; Abstain \_\_\_
- 6d Report Out of Action Taken on Release Probationary Classified Employee  
3.3.1 #UCL-441 SpEd Para Educator  
**Action:** **Vote:** Yes \_\_\_; No \_\_\_; Absent \_\_\_; Abstain \_\_\_
- 6e Report Out of Action Taken on Release Probationary Classified Employee  
3.3.2 #UCL-442 Para Educator I  
**Action:** **Vote:** Yes \_\_\_; No \_\_\_; Absent \_\_\_; Abstain \_\_\_
- 6f Report Out of Action Taken on Approve the Non-Reelection of Probationary  
3.3.3 Certificated Employees: #UC-1325, #UC-1327, #UC-1328, #UC-1329, #UC-1330, #UC-1331, #UC-1332 pursuant to Education Code Section 44929.21(b)  
**Action:** **Vote:** Yes \_\_\_; No \_\_\_; Absent \_\_\_; Abstain \_\_\_
- 6f Report Out on Consider Unpaid Leave of Absence for Certificated Employee  
3.3.4 #UC-1324  
**Action:** **Vote:** Yes \_\_\_; No \_\_\_; Absent \_\_\_; Abstain \_\_\_

7. **Approve Regular Minutes of February 14, 2023** 1-4  
**Action:** Motion \_\_\_; Second \_\_. **Vote:** Yes \_\_\_; No \_\_\_; Absent \_\_\_; Abstain \_\_\_

**Approve Special Minutes of February 21, 2023** 5-6  
**Action:** Motion \_\_\_; Second \_\_. **Vote:** Yes \_\_\_; No \_\_\_; Absent \_\_\_; Abstain \_\_\_

8. **Student Representative Reports:**

8.1 **Kimball High School:** Julian Steffens, Kylie Woodall; **Tracy High School:** Olivia Orcutt; **Alternative Education:** Olivia Stephenson; **West High School:** Lily Banchemo, Owen Jackson.

8.2 **Freiler School; Williams Middle School.**

- 9. Recognition & Presentations:** An opportunity to honor students, employees and community members for outstanding achievement:
- 9.1** Bohn Elementary School
  - 9.2** Villalovoz Elementary School
  - 9.3** Recognize and Congratulate the Tracy High School Academic Decathlon Team for taking Second-Place Overall at the 42<sup>nd</sup> Annual San Joaquin County Academic Decathlon
- 10. Information & Discussion Items:** An opportunity to present information or reports concerning items that maybe considered by Trustees at a future meeting.
- 10.1 Administrative & Business Services:**
    - 10.1.1** Receive Report on Pre-Map Input on Trustee Areas
  - 10.2 Educational Services:**
    - 10.2.1** Receive Report on Visual Marketing for the Tracy Unified School District CTE Department
- 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:**
- 12.1 Administrative & Business Services:**
    - 12.1.1** Public Hearing to Gather Pre-Map Input on Trustee Areas 7
- 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 is conditioned upon acceptance of appropriate insurance accepted by Tracy Unified.**
- 13.1 Administrative & Business Services:**
    - 13.1.1** Approve Entertainment, Assembly, Service, Business, and Food Vendors 8
    - 13.1.2** Ratify Routine Agreements, Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda 9-10
    - 13.1.3** 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 11-12
    - 13.1.4** Approve Out of State Travel for Food Service Director and Food Service Coordinator to Attend the Annual National Conference of the School Nutrition Association in Denver, CO from July 8-12, 2023 13

**13.2 Educational Services:**

- 13.2.1** Approve Agreement for Overnight Travel for Monte Vista Middle School Sixth Grade Students and Teachers to Attend Science Camp in Scotts Valley, CA, on October 31 to November 3, 2023 **14-17**
- 13.2.2** Approve Agreement for Contract Services between Faith In Action Community Education Services and George Kelly Elementary School for the 2022-2023 School Year **18-21**
- 13.2.3** Approve Agreement for Contract Services between Sutter Tracy Community Hospital and Tracy Unified School District **22-25**

**13.3 Human Resources:**

- 13.3.1** Accept Resignations/Retirements/Leave of Absences for Classified, Certificated, and/or Management Employment **26-28**
- 13.3.2** Approve Classified, Certificated, and/or Management Employment **29-31**
- 13.3.3** Approve Fieldwork and Student Teacher Agreement with Western Governors University **32-38**

**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** Approve Naming Facility and Appoint Screening Committee **39**  
**Action:** Motion\_\_\_; Second\_\_\_. Vote: Yes\_\_\_; No\_\_\_; Absent\_\_\_; Abstain\_\_.
- 14.1.2** Resolution 22-08 Accept the Annual Developer Fee Report & Five-Year Findings for 2021-2022 Fiscal Year **40-51**  
**Action:** Motion\_\_\_; Second\_\_\_. Vote: Yes\_\_\_; No\_\_\_; Absent\_\_\_; Abstain\_\_.

**14.2 Educational Services:** None.

**14.3 Human Resources:**

- 14.3.1** Approve Resolution 22-09, Authorizing Reduction and Elimination of Particular Kinds of Service for the 2023-2024 School Year **52-54**  
Motion\_\_\_; Second\_\_\_. Vote: Yes\_\_\_; No\_\_\_; Absent\_\_\_; Abstain\_\_.
- 14.3.2** Approve Resolution 22-10, Adopting the Competency Criteria in the Case of Certificated Reduction in Force for the 2023-2024 School Year **55-57**  
**Action:** Motion\_\_\_; Second\_\_\_. Vote: Yes\_\_\_; No\_\_\_; Absent\_\_\_; Abstain\_\_.
- 14.3.3** Approve Resolution 22-11, Adopting the Tie-Breaking Criteria in the Case of Certificated Reduction in Force for the 2023-2024 School Year **58-60**  
**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** March 14, 2023

- 17.2 March 28, 2023
- 17.3 April 25, 2023
- 17.4 May 9, 2023

**18. Upcoming Events:**

- |      |                          |                                   |
|------|--------------------------|-----------------------------------|
| 18.1 | March 3, 2023            | No School, Non Work Day           |
| 18.2 | April 7 – April 14, 2023 | No School, Spring Break           |
| 18.3 | May 26, 2023             | Last Day of School                |
| 18.4 | August 7, 2023           | First Day of School for 2023/2024 |

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, February 14, 2023**

- 6:00 PM:** 1-3. President Abercrombie called the meeting to order and adjourned to closed session.
- Roll Call:** 4. Board: S. Abercrombie, O. Alexander, A. Blanco, R. Fagin, L. Hawkins, Z. Hoffert, J. Silcox  
Staff: R. Pecot, T. Salinas, T. Jaliq, J. Stocking, S. Smith
- 7:00 PM** 5. President Abercrombie called the Tracy Unified School District Board of Education to order and led those present in the Pledge of Allegiance.
- Closed Session:**
- 6a Action Taken on Finding of Facts: 22/23#48, 22/23#49, 22/23#50,  
3.2.1 22/23#52, 22/23#53, 22/23#54, 22/23#55, 22/23#56, 22/23#57,  
22/23#58, 22/23#59, 22/23#60, 22/23#61, 22/23#62, 22/23#63,  
22/23#64  
**Action:** Silcox, Hawkins **Vote:** Yes-7; No-0; Absent-0
- 6b Report Out of Action Taken on Reinstatements: AR#22-23/#25,  
3.2.2 AR#22-23/#26, AR#22-23/#27  
**Action:** Approved. **Vote:** Yes-7; No-0; Absent-0
- 6c Report Out of Action Taken on Board Waivers: KES#10352706  
3.2.3  
**Action:** Approved. **Vote:** Yes-7; No-0; Absent-0;
- 6d Report Out of Action Taken on Early Graduation: TISCS#10347857,  
3.2.4 THS#10358841  
**Action:** Approved. **Vote:** Yes-7; No-0; Absent-0
- 6e Report Out of Action Taken on Consider Unpaid Leave of Absence for  
3.3.1 Classified Employee #UCL-437  
**Action:** Approved. **Vote:** Yes-7; No-0; Absent-0
- 6f Report Out of Action Taken on Consider Unpaid Leave of Absence for  
3.3.2 Classified Employee #UC-438  
**Action:** Denied. **Vote:** Yes-5; No-2 (Blanco, Hoffert); Absent-0
- 6g Report Out of Action Taken on Consider Unpaid Leave of Absence for  
3.3.3 Classified Employee #UC-439  
**Action:** Denied. **Vote:** Yes-5; No-2 (Blanco, Alexander); Absent-0
- 6h Report Out of Action Taken on Consider Leave of Absence Requests for  
3.3.4 Certificated Employees: #UC-1314, #UC-1315, #UC-1316, #UC-1317,  
#UC-1318, #UC-1319, UC-1320, #UC-1321, #UC-1322. Pursuant to  
Article XX  
**Action:** Approved. **Vote:** Yes-7; No-0; Absent-0
- 6i Report Out of Action Taken on Consider Unpaid Leave of Absence for  
3.3.5 Classified Employee, #UC-440  
**Action:** Approved. **Vote:** Yes-7; No-0; Absent-0

**6j** Report Out of Action Taken on Consider Paid Leave of Absence for  
**3.3.6** Certificated Employee #UC-1323  
**Action:** Denied. **Vote:** Yes-7; No-0; Absent-0

**Minutes:** **7. Approve Regular Minutes of January 24, 2023.**  
**Action:** Silcox, Hawkins. **Vote:** Yes-7; No-0; Absent-0

**Audience:** Bobbie Etcheverry, Zachary Boswell, Bob Brownne, Jason Noll, Stephanie Olson, Lisa Boulais, Debra Schneider, Jacqui Nott, Kaleigh Felisberto

**Student Rep Reports:** 8. None.

**Recognition & Presentations:** 9. None.

**Information & Discussion Items:** 10. None.

**Hearing of Delegations** 11. None.

**Public Hearing:** 12. None.

**Consent Items:** 13. **Board approval of any agenda item requiring insurance is conditioned upon acceptance of appropriate insurance accepted by Tracy Unified.**

**Action:** Except 13.1.3: Blanco, Silcox **Vote:** Yes-7; No-0; Absent-0

**Action:** On item 13.1.3: Silcox, Hawkins **Vote:** Yes-7; No-0; Absent-0

**13.1 Administrative & Business Services:**

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

**13.1.2** 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

**13.1.3** Approve the Retaining of the Firm National Demographics Corporation to Provide Demographic Services for Election Transition

**13.2 Educational Services:**

**13.2.1** Approve Contract Service Agreement with Excel Interpreting LLC for the 2022-2023 School Year

**13.2.2** Approve Agreement for Special Contract Services with BookNook and South West Park Elementary and Art Freiler Schools for the remainder of the 2022-2023 School Year

**13.2.3** Approve Overnight Travel for the West High and Kimball High Wrestling Teams and Coaches to Attend the State Championships in Bakersfield, Feb. 22-26, 2023

- 13.3 **Human Resources:**
- 13.3.1 Accept the Resignations/Retirements/Leaves of Absence for Certificated, Classified and/or Management Employees
- 13.3.2 Approve Classified, Certificated and/or Management Employment

**Action Items:**

- 14.1 **Administrative & Business Services:**
- 14.1.1 Cast Ballot for CSBA 2022 Delegate Assembly Election (Separate Cover)

Stephanie Olsen is here on behalf of Lammersville Unified School District, she is a board member there. Ms. Olsen is requesting our support for Trustee David Pombo as a nomination for one of the CSBA Delegates. He is a lifetime Tracy resident. He is a fair-minded person, honest, and will represent their area well. We are neighbors and she thinks it would be great to have an allyship, in support of each other, and would like to see everyone succeed. She believes Trustee Pombo would be an excellent choice.

Lisa Boulais is a board member for Lammersville Unified School District and is here to ask for our vote for Mr. David Pombo as CSBA Region Area 8-A Delegate. Of all the names on the ballot, he has the most experience as a board member. During his 12 years as board member for Lammersville, has been board president and has been board clerk a number of times. He is a CSBA Master of Governance alumni; he has graduated and attended all of the classes. Mr. Pombo is very active in our district and, if elected as a delegate, he will be very active for the entire region. He is interested in hearing concerns from Trustees in other areas and sharing best practices. He would be a great advocate for the entire region. He is motivated as a board member and will be motivated for the region. Mr. Pombo would be a wise decision and she asks for his vote.

**Action:** Motion for Sandra Chan and David Pombo. Blanco, Hawkins.  
**Vote:** Yes-6; No-1 (Hoffert); Absent-0

- 14.2 **Educational Services:**
- 14.2.1 Approve Adoption of Instructional Materials
- Action:** Silcox, Fagin. **Vote:** Yes-7; No-0; Absent-0

- 14.3 **Human Resources:**
- 14.3.1 Approve Revised Job Description for Director of Curriculum and Accountability
- Action:** Fagin, Blanco **Vote:** Yes-7; No-0; Absent-0
- 14.3.2 Approve New Job Description for Principal of Tracy Independent Study Charter School and District Alternative Programs
- Action:** Hawkins, Fagin. **Vote:** Yes-7; No-0; Absent-0

**Board Reports:**

Trustee Hoffert would like to thank everyone for coming. Tonight, is a bitter sweet night, we have approved the retirement of Mrs. Gerry Neylan. She goes above and beyond for her students. He thanked her for the confidence and support she has given



all of us. He feels her name should be above Kimball High Schools theater, to thank her for her long service to our district. Trustee Hoffert would like this placed on the agenda to form a committee.

Trustee Fagin appreciates you taking your time to be here. He is happy to be on the board and hopes everyone has a great week and happy Valentine's Day. Trustee Blanco thanked all for being here. She supports Trustee Hoffert's request to form a committee. Trustee Alexander thanked everyone for being here. She also supports Trustee Hoffert in naming a building as well. Trustee Hawkins also supports Mr. Hoffert's plan. He misses the student presentations from the schools. However, feels this has been a good meeting. Trustee Silcox passed. Trustee Abercrombie wished a happy Valentine's Day to everybody.

**Superintendent  
Report:**

Dr. Pecot. No Comment was made.

**Adjourn: 7:14**

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
Date

**Minutes of  
Special Meeting of the Governing Board  
For Tracy Unified School District  
Held on Tuesday, February 21, 2023**

**1. 4:03 pm. Call to Order and Pledge of Allegiance**

**2. Roll Call –** Board: S. Abercrombie, O. Alexander (arrived late), RG Fagin, L. Hawkins,  
**Establish** J. Silcox  
**Quorum** Absent: A. Blanco, Z. Hoffert  
Staff: R. Pecot, B. Etcheverry, S. Smith  
Facilitator: Terilyn Finders

**3. Workshop 3.1 Board Governance Workshop**

Board introductions were made. Trustee Abercrombie introduced Ms. Terilyn Finders who facilitated the meeting. The Board reviewed the 2022 Board Governance Handbook and went over each section, adding suggestions and/or deletions. Changes made are reflected in yellow highlight in the 2023 Board Governance Handbook draft.

Some of the key points discussed included:

- The role of the board can be misunderstood by the public. The Board's role is to set direction for the district as prescribed by law.
- You can request a topic to be added during the board meeting, or you can email the request to the superintendent or board president. You should not editorialize in your emails; you want to have that discussion in public.
- Only the board as a whole has authority, no individual board member has authority.
- Be prepared prior to the board meeting, read your agendas in advance. If you have questions on the packet, get those questions to the superintendent in advance so the staff is fully prepared to provide information.
- You are always a board member. Even when you know someone well, direction from a board trustee can be intimidating to others. People hear direction through questions. You may not realize you are giving direction with a simple comment.
- The law stipulates that it is the board president's responsibility to run an efficient meeting.
- We must be consistent with public comments.
- Our bylaws allow to limit speakers to 20 minutes for one topic. During public comment you can respectfully ask they do not repeat the same statements or ask for a show of hands for those that agree or support their comment.

- If there is a question on a consent item, there is no need to pull the item unless there is intent to vote differently. If you are voting with group and have a clarifying question, you can ask the question and continue.
- If you ask for information from staff and it is voluminous, a best practice is for the staff member to inform the superintendent so they may be able to reach out to inform them that the request is burdensome and allow for the request to be adjusted.
- Utilize the board committees. They are intended to study information. If a fellow trustee or the public has a question or concern, advise them of the next upcoming so they can send their question or concern to the Superintendent to be shared for committee discussion.
- Closed session is confidential, and it is confidential for the rest of your life.
- All Trustees should be aware of and review the Uniform Complaint Policy.
- Visiting schools is highly encouraged.
- When visiting school sites, follow all safety and security protocols. Try to avoid evaluative comments.
- You can abstain if there is a conflict of interest or if you have not received all of the information. Otherwise, you have the obligation to vote.
- Speak together respectfully and communicate even if we do not agree. Be open minded.

Superintendent Evaluation Timeline:

- A narrative should be provided by each board member to submit to the Board President by March 28th.
- Board President will consolidate the narratives into an efficient document. This will be placed on closed session for discussion at the April 25 meeting.
- The evaluation will be provided to Superintendent Pecot during closed session at the May 23 meeting.
- The Board will reaffirm priorities and goals at the June 27 Board Meeting.

A short break was taken at 5:45.  
The meeting reconvened at 5:56.

**4. Adjourn**

**6:47 p.m.**

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
Date



**TRACY**  
UNIFIED SCHOOL DISTRICT

## ADMINISTRATIVE SERVICES MEMORANDUM

**TO:** Board of Education  
**FROM:** Dr. Rob Pecot, Superintendent  
**DATE:** February 16, 2023  
**SUBJECT:** Public Hearing to Gather Pre-Map Input on Trustee Areas

**BACKGROUND:** District Board members are currently elected “at-large” – meaning each member is elected by voters throughout the District. The California Voting Rights Act (CVRA) prohibits the use of “at-large” elections in certain circumstances. The CVRA allows an individual to file suit over an alleged violation of the CVRA and recover attorneys’ fees if successful. On or about November 3, 2022, the District received a letter from an attorney alleging that the District’s current at-large election system violates the CVRA and demanding that the District transition to by-trustee area elections. “By-trustee-area” elections, in which members are elected by voters in geographical subdivisions of the jurisdiction, are immune from challenge under the CVRA.

At its January 24, 2023, regular meeting, the Board adopted a resolution indicating its intent to transition from at-large to by-trustee area elections, and at its February 14, 2023, regular meeting the Board approved retaining National Demographics Corporation to provide demographic services to assist with the transition to by-trustee-area elections.

**RATIONALE:** As part of the transition to by-trustee-area elections, the law requires the Board hold at least two “pre-map” public hearings prior to the development of any maps. At this evening’s Board meeting, the Board will hold its first “pre-map” public hearing as part of the by-trustee-area transition process. During this “pre-map” public hearing the District’s legal counsel Dannis Woliver Kelley will provide information about the planned process and timeline for development of trustee area boundary maps, and the Board will ask for public input regarding the composition of potential trustee area boundaries.

**RECOMMENDATION:** Receive information about the by-trustee-area elections transition process from the District’s legal counsel and then open and hold a public hearing to gather any public input regarding the composition of potential trustee area boundaries.

**Prepared by:** Dr. Rob Pecot, Superintendent.



# BUSINESS SERVICES MEMORANDUM

**TO:** Dr. Rob Pecot, Superintendent  
**FROM:** Tania Salinas, Associate Superintendent of Business Services  
**DATE:** February 17, 2023  
**SUBJECT:** Approve Entertainment, Assembly, Service, Business, and Food Vendors

**BACKGROUND:** To be valid or to constitute an enforceable obligation against the district, education code 17604 requires 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, and the advance notice staff has in procuring the services or materials.

**RATIONALE:** School site assemblies, services, business and food vendors require pre-approval to ensure three different documents are in place: an approved contract when applicable; a certificate of insurance; an endorsement letter naming the district an additional insured. In addition, all vendors are reviewed to ensure the content is appropriate for student audiences, and that conflicts do not occur with other school site or district events.

Board Approval Required Vendor Name	Insurance Expiration
<b>Island Gourmet Inc</b> Catering Karen Escobar 209-833-8418 karenlynnescobar@yahoo.com No food sales until 30 minutes after school. Vehicles must be parked in designated parking place only. <b>CONTRACT REQUIRED PRIOR TO OCCURRENCE.</b>	<b>12/21/2023</b>
<b>Fine Designs</b> Prints on demand: apparel and merchandise for school events. Yuriy Olesenko 866-318-8099 yuriyo@finedesigns.com; finedesigns.com No pictures of students without parental permission. <b>CONTRACT REQUIRED PRIOR TO OCCURRENCE.</b>	<b>5/26/2023</b>

To that end, the attached list of vendors has met all of the criteria to provide assemblies at TUSD sites, and their presentation has been deemed appropriate for TUSD students.

This list will be updated as needed and presented to the board for approval.

**FUNDING:** Per above summary of requisitions.

**RECOMMENDATIONS:** Approve Entertainment, Assembly, Service, Business and Food Vendors.

**PREPARED BY:** Cerina V Reyes, Facility Use Coordinator.



TRACY  
UNIFIED SCHOOL DISTRICT

## BUSINESS SERVICES MEMORANDUM

**TO:** Dr. Rob Pecot, Superintendent  
**FROM:** Tania Salinas, Assoc Supt of Business Services  
**DATE:** February 16, 2023  
**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 back-up 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  
February 28, 2023  
SUMMARY OF SERVICES**

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A. Vendor: City of Tracy/Grand Theater Center for the Arts  
Sites: District Wide  
Item: Contract  
Services: Rental of the Grand Theater to host our once a year district wide event called Festival of Cultures district wide event which is part of our Diversity & Equity Committee.  
Cost: \$1,113.00  
Project Funding: Student Services Department

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B. Vendor: Bockmon & Woody Electric Co. Inc  
Sites: Stein High School  
Item: Installation  
Services: Mount and install conduit, cabling to connect circuit to scoreboard. .  
Cost: \$9,455.00  
Project Funding: Fund 14

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C. Vendor: Bockmon & Woody Electric Co. Inc  
Sites: Tracy High  
Item: Installation  
Services: Furnish and install new Breaker in existing panel for Kiln in Arts Department.  
Cost: \$9,420.00  
Project Funding: General Fund



# BUSINESS SERVICES MEMORANDUM

**TO:** Dr. Rob Pecot, Superintendent  
**FROM:** Tania Salinas, Assoc Supt of Business Services  
**DATE:** February 16, 2023  
**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:

Tracy High School:

1. Tracy Unified School District/Tracy High School: From Tracy Breakfast Lions Club for the total amount of \$500.00 (ck#1642). This donation will go to the Tracy High FFA Department.
2. Tracy Unified School District/Tracy High School: From Tracy Breakfast Lions Club for the total amount of \$500.00 (ck#1643). This donation will go to the Tracy High Auto Shop Department.
3. Tracy Unified School District/Tracy High School: From Tracy Breakfast Lions Club for the total amount of \$10,268.00 (ck#1672). This donation will go to the Tracy High Athletic's Department.
4. Tracy Unified School District/Tracy High School: From Velma Pimentel and Sons Dairy for the total amount of \$500.00 (ck#3632). This donation will go to the Tracy High Jerry Pimentel Memoria Scholarship.
5. Tracy Unified School District/Tracy High School: From Sport Boosters, Inc. for the total amount of \$500.00 (ck#7416). This donation will go to the Tracy High Athletic's Department.



6. Tracy Unified School District/Tracy High School: From Damon Millar of Daman Millar Insurance for the total amount of \$1,000.00. This donation will go to the Maker Space.

Kimball High School:

1. Tracy Unified School District/Kimball High School: From John C. Kimball ASB-Athletics for the total amount of \$7,614.50 (ck#8989). Athletics contribution towards volleyball poles.

Villalovoz Elementary School:

1. Tracy Unified School District/Villalovoz Elementary School: From Villalovoz Parent Faculty Club for the total amount of \$1,773.96 (ck#1861). This donation will go towards a purchase of a portable sound system for Villalovoz.

**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. Rob Pecot, Superintendent  
**FROM:** Tania Salinas, Assoc Supt of Business Services  
**DATE:** February 7, 2023  
**SUBJECT:** Approve Out of State Travel for Food Service Director and Food Service Coordinator to Attend the Annual National Conference of the School Nutrition Association in Denver, CO from July 8-12, 2023

**BACKGROUND:** The Annual National Conference's core mission is to provide professional development for School Nutrition Association members who are dedicated to feeding the nation's school children and building healthy habits that will last a lifetime.

**RATIONALE:** Approval of this agenda item gives authorization to the Food Service Director and Food Service Coordinator to attend the three-day event attended by over 6,000 school nutrition professionals every July. With more than 100 education sessions, over 800 exhibit booths and a host of networking events, it is known as the School Nutrition Event of the Year.

**FUNDING:** The estimated total cost for this conference for both the Food Service Director, Brandy Campbell, and the Food Service Coordinator, Rachel Pollard, is \$7,200. The estimated cost includes registration, lodging, transportation and meals. The cost of this conference will be paid out of Fund 13.

**RECOMMENDATION:** Approve Out of State Travel for Food Service Director and Food Service Coordinator to Attend the Annual National Conference of the School Nutrition Association in Denver, CO from July 8-12, 2023.

**Prepared by:** Brandy Campbell, Food Service Director.



# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Rob Pecot, Superintendent  
**FROM:** Julianna Stocking, Associate Superintendent of Educational Services  
**DATE:** February 9, 2023  
**SUBJECT:** **Approve Agreement for Overnight Travel for Monte Vista Middle School Sixth Grade Students and Teachers to Attend Science Camp in Scotts Valley, CA, on October 31 to November 3, 2023**

**BACKGROUND:** The Monte Vista sixth grade class and teachers will travel to New Horizons Outdoor Camp in Scotts Valley, CA for Science Camp.

**RATIONALE:** Science Camp provides students the opportunity to learn about science in a relevant and engaging atmosphere. This aligns with Strategic Goal #1 (Prepare all students for college and career and ensure all students meet grade level standards with a focus on closing the achievement gap). This aligns perfectly to the District emphasis on STEM education.

**FUNDING:** Lodging and transportation costs will be approximately \$310 per student. This trip is funded using District Science Camp funds, student fundraising and donations.

**RECOMMENDATION:** Approve Agreement for Overnight Travel for Monte Vista Middle School Sixth Grade Students and Teachers to Attend Science Camp in Scotts Valley, CA, on October 31 to November 3, 2023.

**Prepared by:** Dr. Barbara Silver, Principal, Monte Vista Middle 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 Exploring New Horizons Outdoor Schools (ENH), 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: Students will attend 4-day outdoor education programs at ENH's Sempervirens site in Scotts Valley.

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 4 ( ) [ ] HOURS [X] DAYS, under the terms of this agreement at the following location Sempervirens in Scotts Valley, CA.

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

a. District shall pay \$310/student per [ ] HOUR [ ] DAY [X] FLAT RATE, not to exceed a total of \$200 students. 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 for the term of this agreement. 90% of fee is due 3 weeks before students participate

c. District shall make payment on a [ ] 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 Oct 31, 2023, and shall terminate on Nov 3, 2023. If schools cancel more than 120 days before date of trip they owe 25% of fee. If schools cancel less than 120 days before the trip, they owe 90% of the fee.

- 5. This agreement may be terminated at any time during the term by either party upon see above 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, Barbara Silver, at (209) 830-3340 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  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:**

**Jacob Sackin**     Digitally signed by Jacob Sackin     Executive Director  
Date: 2023.02.07 15:18:34 -08'00'

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Contractor Signature     Title

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94-2618650

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IRS Identification Number

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Executive Director

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Title

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101 Cooper Street

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Address

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Santa Cruz, CA

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95060

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Tracy Unified School District

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Date

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Account Number to be Charged

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Department/Site Approval

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Budget Approval

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Date Approved by the Board



# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Robert Pecot, Superintendent  
**FROM:** Julianna Stocking, Associate Superintendent of Educational Services  
**DATE:** February 14, 2023  
**SUBJECT:** Approve Agreement for Contract Services between Faith In Action Community Education Services and George Kelly Elementary School for the 2022-2023 School Year

**BACKGROUND:** Faith in Action Community Education Services (F.A.C.E.S) is an organization which seeks to rebuild our community's faith in the educational system through extraordinary educational services. They provide extensive social emotional counseling, behavior services, and assessments for diverse students.

**RATIONALE:** FACES is a company who is a leader in their field. They have diverse behaviorist counselors who represent our diverse student population and proven success impacting student behaviors. They will provide one behaviorist for a total of 5 hours, 5 days a week beginning March 1, 2023, and continuing through the end of the school year. There is no cap on the number of students they can service. They will provide classroom and campus support through intervention, incidental teaching, and behaviors modification. This aligns with Strategic Goal #2, Provide a safe and equitable learning environment.

**FUNDING:** FACES will be paid \$110 per hour, for 5 hours per day, for 56 days at a cost of \$30,800.00. This will be funded through ELOG funds.

**RECOMMENDATION:** Approve Agreement for Contract Services Between Faith in Action Community Education Services and George Kelly Elementary School for the 2022-2023 School Year.

**PREPARED BY:** Brittani Ryan, George Kelly Elementary 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 Faith in Action Community Education Services (F.A.C.E.S), 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: Extensive social emotional counseling, behavior services, and assessments for diverse students.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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 5 hours a day/ 5 days a week/ 56 days total ( ) [ ] HOURS [X] DAYS, under the terms of this agreement at the following location George Kelly Elementary School.

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

- a. District shall pay \$ 110 per [X] HOUR [ ] DAY [ ] FLAT RATE, not to exceed a total of \$ 30,800.00. 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 March 1, 2023, and shall terminate on May 26, 2023.

5. This agreement may be terminated at any time during the term by either party upon fourteen 14 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, Brittani Ryan at (209) 830-3390 ext. 5655 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  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

CEO  
Title

83-0818579  
IRS Identification Number

Title  
401 E. Main Street  
Address

Stockton CA, 95202

Tracy Unified School District

Date

Account Number to be Charged

Department/Site Approval

Budget Approval

Date Approved by the Board



## EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Rob Pecot, Superintendent  
**FROM:** Julianna Stocking, Associate Superintendent of Educational Services  
**DATE:** February 15, 2023  
**SUBJECT:** Approve Agreement for Contract Services between Sutter Tracy Community Hospital and Tracy Unified School District

**BACKGROUND:** Sutter Tracy Community Hospital has partnered with TUSD to provide high quality relevant STEM opportunities for students as part of their participation on the Prek-12 STEM Community Collaboratory. Sutter Tracy Community Hospital has the capability of providing a Da Vinci Surgical Robot for a student event. Sutter Tracy Community Hospital will provide the Da Vinci Surgical Robot and coordinate to have surgeons and robot operators give a demonstration for students in the West High School cafeteria throughout the day on March 30<sup>th</sup>.

**RATIONALE:** Access to STEM professionals in the community is central to the PreK-12 STEM initiative in TUSD. Sutter Tracy Community Hospital will provide students with access to the purpose, operation, and potential of a Da Vinci Surgical Robot. Surgeons and Robot Operators will share their knowledge and skills with students regarding the use of this high technology machine. This aligns 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.

**FUNDING:** There is no funding required for this contracted service.

**RECOMMENDATION:** Approve Agreement for Contract Services between Sutter Tracy Community Hospital and Tracy Unified School District.

**Prepared by:** Mr. Dean Reese, Director of STEM Curriculum and Local Assessment.

# 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 Sutter Health, 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; Sutter Health will deliver a DaVinci Robot to the West High Cafeteria. A DaVinci Robot is a robot used in automalve surgery. Sutter Health will provide workshops throughout the day to approximately 500 total students regarding how to operate the DaVinci Robot and will coordinate to have surgeons who use this type of robot share their experience with students. A credentialed teacher will be present during each workshop where students attend.

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 2 ( ) [ ] HOURS [x] DAYS, under the terms of this agreement at the following location West High School Cafeteria.
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
  - a. District shall pay \$0 per [ ] HOUR [ ] DAY [ ] FLAT RATE, not to exceed a total of \$0. 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 \$\_\_\_\_\_ for the term of this agreement.
  - c. District shall make payment on a [ ] 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 March 30th, 2023, and shall terminate on April 1st, 2023.

5. This agreement may be terminated at any time during the term by either party upon 14 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, Dean Reese at (209) 814-9186 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  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:

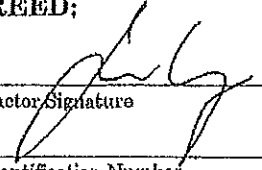
Any injury to person or property sustained by Contractor or by any person, firm or corporation employed directly or indirectly by the Contractor or by any of the individuals participating in or associated with him or her, however caused; and any injury to person or property sustained by any person, firm 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 CAO  
\_\_\_\_\_  
IRS Identification Number \_\_\_\_\_  
CAO  
Title \_\_\_\_\_  
Address \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Tracy Unified School District  
\_\_\_\_\_  
Date  
NA  
\_\_\_\_\_  
Account Number to be Charged  
Ed. Services/STEM Department  
\_\_\_\_\_  
Department/Site Approval  
\_\_\_\_\_  
Budget Approval  
\_\_\_\_\_  
Date Approved by the Board



# HUMAN RESOURCES MEMORANDUM

**TO:** Dr. Robert Pecot, Superintendent  
**FROM:** Tammy Jalique, Associate Superintendent of Human Resources  
**DATE:** February 17, 2023  
**SUBJECT:** Approve Resignations/Retirements/Leave of Absences for Classified, Certificated, and/or Management Employees.

**BACKGROUND:**

**CERTIFICATED RESIGNATION**

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
Lewis, Jonathan Teacher	WHS	02/24/2023	Personal
Mellor, Matthew Teacher	THS	05/26/2023	Personal
Picaso Vazquez, Hugo Teacher	WMS	02/03/2023	Personal

**BACKGROUND:**

**CERTIFICATED RETIREMENTS**

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
Chan, Bryan Teacher	MVMS	02/11/2023	Retirement
Doughty, Mary Teacher	Bohn	05/31/2023	Retirement

**BACKGROUND:****CLASSIFIED RESIGNATION**

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
Carter, Patricia School Supervision Assistant	MVMS	2/23/2023	Accepted SSA position at HES
Carter, Roger School Supervision Assistant	CES	2/23/2023	Accepted SSA position with more hours
Clark, Suzanne Food Service Worker	CES	2/20/23	Accepted FSW position at MES
Davalos, Gloria School Supervision Assistant	JES	12/31/2022	Personal
Golden, Michele Food Service Worker	THS/VES	2/4/2023	Personal
LeLaurin, Joshua Para Educator I	NES	2/8/2023	Personal
Medina, Vivian Para Educator I	SWP	2/14/2023	Accepted Preschool Instructor position
Nava Arellano, Mayra Para Educator I	VES	2/17/2023	Personal

**BACKGROUND:****COACH RESIGNATION**

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
Baumann, Cammi Boys' JV Volleyball	THS	1/1/23	Maternity Leave
Baumann, Frank Boys' Varsity Volleyball	THS	10/21/22	Personal
Baumann, Frank Girls' JV Volleyball	THS	10/21/22	Personal
Dequit, Tiffany Boys' Varsity Tennis	KHS	12/9/22	Personal
Dorado, Abel Boys' JV Soccer	WHS	7/9/22	Personal
Juarez, Henry Frosh Baseball	KHS	9/2/22	Personal



Larson, Amanda Assistant Track & Field	THS	10/1/22	Personal
Lozano, Frank Assistant – Track & Field	WHS	2/9/23	Personal
Pribble, Jeffery Assistant Track & Field	THS	1/6/23	Personal
Trew, Tahnee Boys' Water Polo	THS	11/26/22	Personal
Turpin, Michael Girls' Varsity Basketball	KHS	2/10/23	Personal

**RECOMMENDATION:** Accept Resignations/Retirements/Leave of Absence for Classified, Certificated, and/or Management Employment.

**Prepared by:** Tammy Jalique, Associate Superintendent of Human Resources.



# HUMAN RESOURCES MEMORANDUM

**TO:** Dr. Robert Pecot, Superintendent  
**FROM:** Tammy Jalique, Associate Superintendent of Human Resources  
**DATE:** February 17, 2023  
**SUBJECT:** Approve Classified, Certificated, and/or Management Employment

**BACKGROUND:**

Berger, Analisse

**CERTIFICATED**

Poet Christian School  
Transitional Kindergarten (New)  
"B" Class III, Step 1 \$63,544.00  
Fund: General

**BACKGROUND:**

Bayan, Tiffany

**CLASSIFIED**

School Supervision Assistant (New)  
Southwest Park Elementary  
3 hours per day  
Range 21, Step B - \$17.06 per hour  
Fund: General

Carter, Patricia

School Supervision Assistant (Replacement)  
Hirsch Elementary  
2 hours per day  
Range 21, Step C - \$17.86 per hour  
Fund: General Unrestricted

Carter, Roger

School Supervision Assistant (Replacement)  
Central Elementary  
3.25 hours per day  
Range 21, Step E - \$19.55 per hour  
Fund: General

Clark, Suzanne	Food Service Worker (Replacement) McKinley Elementary 3 hours per day Range 25, Step E - \$21.49 per hour Fund: Child Nutrition - School Program
Figueroa Ayala, Andrea	Special Education Para Educator (Replacement) Villalovoz Elementary 6.25 hours per day Range 27, Step C - \$20.53 per hour Fund: Special Education
Godinez, Lesly	IEP Para Educator (New) Villalovoz Elementary 6 hours per day Range 24, Step C - \$19.14 per hour Fund: Special Education
Lavarias, Melinda	Food Service Worker (Replacement) Jacobson Elementary 2 hours per day Range 25, Step E - \$21.49 per hour Fund: Child Nutrition - School Program
Medina, Vivian	Preschool Instructor (Replacement) Villalovoz Preschool 6 hours per day Range 30, Step C - \$21.96 per hour Fund: Local #5
Pelican, Jeffery	Groundskeeper I (New) DEC/MOT 8 hours per day Range 33, Step C - \$23.60 per hour Fund: Ongoing and Major Maintenance
Ramirez, Ricardo	Utility Person II (Replacement) Kimball High 8 hours per day Range 35, Step B - \$23.60 per hour Fund: General Unrestricted
Rodriguez, Edwin	Utility Person II (Replacement) North Elementary 8 hours per day Range 35, Step E - \$27.13 per hour Fund: General
Smith, Michael	Utility Person III (Replacement) West High 8 hours per day Range 38, Step C - \$26.53 per hour Fund: General

**BACKGROUND:**

Alvarado, Salvador

Hupman, Tida

Jamero, Nicholas

Vallotton, David

Vega, Victor

Villa, Abel

Waters, Cassidy

Zamzow, Ryan

**COACHES**

Freshman Baseball  
Tracy High School  
\$4,070.42

Assistant Coach – Track & Field  
West High School  
\$5,429.67

Assistant Coach – Swimming  
West High School  
\$4,522.69

Assistant Coach – Track & Field  
Kimball High School  
\$5,429.67

Assistant Coach – Track & Field  
Kimball high School  
\$5,429.67

Assistant Coach – Track & Field  
Kimball High School  
\$5012.00

Head Coach – Swimming  
West High School  
\$5,883.17

Assistant Coach – Swimming  
Kimball High School  
\$4,522.69

**RECOMMENDATION:** Approve Classified, Certificated and/or Management Employment.

**Prepared by:** Tammy Jalique, Associate Superintendent of Human Resources.



# HUMAN RESOURCES MEMORANDUM

**TO:** Dr. Robert Pecot, Superintendent  
**FROM:** Tammy Jalique, Associate Superintendent of Human Resources  
**DATE:** February 16, 2023  
**SUBJECT:** Approve Fieldwork and Student Teacher Agreement with Western Governors University

**BACKGROUND:** Tracy Unified School District currently employs interns through a number of colleges and universities. This has aided the District in increasing the number of candidates that are available for certificated positions. A contract between Western Governors University and Tracy Unified School District will expand options for meeting staffing needs. This Agreement will be effective from the date of the last signature on the agreement for a period of three years.

**RATIONALE:** By approving this agreement, the District will expand its pool of applicants for certificated positions. 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:** There is no cost to the District.

**RECOMMENDATION:** Approve Fieldwork and Student Teacher Agreement with Western Governors University.

**Prepared by:** Tammy Jalique, Associate Superintendent of Human Resources.



# Western Governors University

4001 South 700 East, Suite 700, SLC, UT 84107

## STUDENT TEACHING LETTER OF AGREEMENT - CALIFORNIA

### Tier 1: Primary Partner

This Student Teaching Letter of Agreement (Agreement) is made between Western Governors University, a Utah nonprofit corporation (WGU), and Tracy Unified School District ("District"), and is effective as of the date of the signature below ("Effective Date").

Thank you for working with Western Governors University (WGU) for the placement of student teachers. Our goal is to establish a relationship of collaboration that benefits your district/school and WGU Teacher Candidates, and that allows us to work together for continuous improvement. We look forward to working together for the benefit of your future educators.

WGU is regionally accredited by the Northwest Commission on Colleges and Universities (NWCCU), and the WGU Teacher Education programs are further accredited by the Council for the Accreditation of Educator Preparation (CAEP) and the Association for Advancing Quality in Educator Preparation (AAQEP). WGU represents that each Teacher Candidate assigned to the District for Student Teaching is validly enrolled in an approved WGU credentialing program and meets the District's background requirements.

#### A. Mutual Expectations

A Primary Partner is a district/school where WGU places Teacher Candidates for a Field Experience with Cooperating Teachers, with an aim to co-construct a mutually beneficial arrangement for clinical preparation and the continuous improvement of Teacher Candidates, and to share accountability for Teacher Candidate outcomes. The school administrator and Cooperating Teacher will have the opportunity to provide critical feedback to inform program improvement through surveys at the end of each cohort.

#### B. Definitions

For the purposes of this Agreement, capitalized terms will have the following meanings:

- Teacher Candidate refers to a student enrolled in a WGU program leading to an education credential.
- Cooperating Teacher (or host teacher) refers to a District employee who is the teacher-of-record in the classroom where the Teacher Candidate is assigned. A Cooperating Teacher may or may not be a Clinical Supervisor.
- Clinical Supervisor refers to a present or former employee of District, retired educator, or any other individual meeting the criteria of "supervisor" established by WGU for this position, and engaged by WGU or District, to supervise a Teacher Candidate's progress during a minimum of six observations. WGU shall be responsible for the selection, assignment, training, and compensation of Clinical Supervisors. WGU welcomes nominations of Clinical Supervisors by the District/school.
- Preclinical Experience refers to the active participation by a Teacher Candidate in a wide range of in-classroom experiences in order to develop the skills and confidence necessary to be an effective teacher and prepare for Student Teaching. Students reflect on and document at least 75 hours of in-classroom observations (15 hours of which must involve direct engagement with students in a classroom) leading up to Student Teaching.
- Student Teaching (or demonstration teaching) refers to the greater of the then-current WGU full-time and continuous requirement in California (currently 13 weeks, or 16 weeks for special education) or the State's and/or District's minimum requirement for Student Teaching. Student Teaching shall satisfy all applicable WGU and State requirements.
- Field Experience refers collectively to the Preclinical Experience and Student Teaching.

### C. Cooperating Teacher Standards

District, with the input of WGU, will provide the Teacher Candidate with a Student Teaching assignment in a school and classes of District under the direct supervision and instruction of a Cooperating Teacher that meets the following minimum requirements:

- Has documented completion of training/professional development equivalent to 10 hours that includes: a two-hour orientation to the program curriculum, and eight hours of training in effective supervision approaches such as cognitive coaching, adult learning theory, and current content-specific pedagogy and instructional practices, as required by the California Commission on Teacher Credentialing (CTC);
- Holds a teaching credential or license for the subject area and/or grade level being taught;
- Has a minimum of three years of teaching experience, five years preferred, with two or more years teaching in the placement school and/or District, and have strong evaluations;
- Evidence of positive impact on student learning in the classroom as demonstrated by ratings at or above effective when a state, district, or school provides such ratings;
- Successfully and with positive impact mentored student teachers, colleagues, and/or other adults;
- Competently uses technology for communicating via email and completing online evaluation forms; and
- Consistently models the dispositions and ethical considerations expected of WGU Teacher Candidates:
  - Caring and considerate
  - Affirming of diversity and cross-culturally competent
  - Reflective practitioner
  - Equitable and fair
  - Committed to the belief that all students can learn
  - Collaborative
  - Technologically proficient
  - Professional leadership

### D. WGU Responsibilities

WGU will:

- Select qualified Teacher Candidates who have been prepared with the appropriate educational background, knowledge, skills, and professional disposition to participate in Field Experience.
- Pay an honorarium per Teacher Candidate, either directly to the Cooperating Teacher or to the District, for the Cooperating Teacher's services. The Cooperating Teacher may also receive professional development hours connected to the successful completion of WGU Cooperating Teacher training.
- Require Teacher Candidates to: (i) complete a background check acceptable to District, and (ii) have a current Tuberculosis (TB) Risk Assessment and/or examination. Upon request, Teacher Candidates will be required to provide documentation to District prior to participating in Field Experience activities.
- Provide opportunities for feedback regarding improvement of WGU Teacher Candidate preparation.
- Provide professional development training to Cooperating Teachers regarding WGU processes and procedures.
- Maintain an online site for support, resources, and training for Cooperating Teachers.

- Facilitate a cohort seminar in which Teacher Candidates will participate with a community of peers to receive support during Student Teaching and the final performance assessment.

#### E. District Responsibilities

District, or school administrator, will:

- Nominate one or more qualified Cooperating Teacher(s) by providing a completed copy of the Student Teacher Acceptance Form to the WGU Field Placement Team.
- Allow the Clinical Supervisor access to the host school and classroom for the specific purpose of observing Teacher Candidates. Clinical supervision may include an in-person site visit, video capture, or synchronous video observation.
- Provide Teacher Candidates with any District policies and procedures to which they are expected to adhere to during the Field Experience and while on District premises.
- Through the involvement of the Cooperating Teacher, participate with the Clinical Supervisor and Teacher Candidates in two evaluations: one mid-way through Student Teaching, and a Final Evaluation at the end of Student Teaching. WGU shall be responsible for the format of the evaluations.
- Provide Teacher Candidates opportunities to observe, assist, tutor, instruct, implement effective teaching strategies, and conduct research, as appropriate, during the Field Experience.
- Provide, when possible, opportunities for Teacher Candidates to use technology to enhance student learning and monitor student progress and growth.
- Provide, when possible, opportunities for Teacher Candidates to experience working with diverse student populations including English Language Learners and Students with Exceptional Learning Needs.
- Require Cooperating Teachers to complete and document training/professional development equivalent to 10 hours that includes: a two-hour orientation to the program curriculum, and eight hours of training in effective supervision approaches such as cognitive coaching, adult learning theory, and current content-specific pedagogy and instructional practices, as required by the California CTC.
- Encourage administrators and Cooperating Teachers to participate in WGU's Feedback Surveys (offered at the end of the Spring and Fall Cohorts) to report on Teacher Candidate quality and preparation and to provide program feedback to WGU for continuous improvement.

#### F. Additional Terms

- **Term.** This Agreement shall commence on the Effective Date and shall continue for three (3) years from the Effective Date, or until such time as either party gives the other party thirty (30) days advance written notice of its intent to terminate the Agreement; provided, however, that all Teacher Candidates at District as of the date of such notice shall be permitted to complete their Student Teaching.
- **Points of Contact.** Each party shall designate a point of contact between the parties for communication and coordination of Student Teaching. Contact information is set forth following the signature block.
- **Education Records.**
  - District acknowledges that the education records of assigned Teacher Candidates are protected by the Family Educational Rights and Privacy Act (FERPA), and agrees to comply with FERPA and limit access to those employees or agents with a need to know. Pursuant to FERPA, and for the purposes of this Agreement, WGU hereby designates District as a "school official" with a legitimate educational interest in such records.
  - WGU shall instruct Teacher Candidates of the necessity of maintaining the confidentiality of all District student records. District shall not grant Teacher Candidates or WGU employees access to individually identifiable student information unless the affected student's parent or guardian has first given written consent using a form approved by District that complies with FERPA and other applicable law.



- **Video Recordings.**

During Student Teaching, Teacher Candidates complete a teacher performance assessment, which measures Teacher Candidate readiness to teach. A teacher performance assessment is designed for Teacher Candidates to submit real artifacts—lesson plans, video, and student work samples—to show the authenticity of the local teaching context and the way the Teacher Candidates respond to students when teaching in a real setting. In order to collect artifacts required for a teacher performance assessment, Teacher Candidates may be required to submit video recordings of themselves teaching in the classroom.

Additionally, recordings provide WGU an avenue to evaluate the performance of Teacher Candidates, and the Teacher Candidates with opportunities to evaluate themselves, reflect, and improve their instruction.

WGU provides the following guidelines to Teacher Candidates. District understands that Teacher Candidates are not employees or agents of WGU and that any further precautions regarding the privacy of the District's students should be agreed directly between the District and Teacher Candidates.

*Teacher Candidate Guidelines*

- Secure appropriate permission from the parents/guardians of your students and from adults who appear in the video recording.
  - To protect confidentiality, remove your name and use pseudonyms or general references (e.g., "the district") for your state, school, district, and cooperating teacher. Mask or remove all names on any typed or written material (e.g., commentaries, lesson plans, student work samples) that could identify individuals or educator preparation programs. During video recording, use only the first names of students.
  - You must follow appropriate protocol to submit recordings to WGU.
  - You may not display the video publicly (i.e., personal websites, YouTube, Facebook).
  - You may not use any part of the recordings for any personal or professional purposes outside of performance evaluation.
  - You must destroy all video recordings once the evaluation is complete.
- **Right to Accept or Terminate a Placement.** District may refuse to accept for placement, or may terminate the placement, of any Teacher Candidate based upon its good faith determination that the Teacher Candidate is not meeting performance standards or is otherwise deemed unacceptable to District. In such cases, District shall notify WGU in writing and shall state the reasons for such decision.
  - **WGU Insurance.** WGU warrants and represents that it provides and maintains general liability insurance with limits of at least \$1,000,000 per occurrence and \$2,000,000 annual aggregate and, upon District's request, shall provide a certificate of insurance as evidence of coverage. WGU shall maintain, at its sole expense, workers' compensation insurance as required by law.
  - **Professional Liability Insurance.** Teacher Candidates will be responsible for procuring and maintaining, at their own expense, professional liability insurance for the duration of the Field Experience with minimum limits of: (i) \$1,000,000 per occurrence and \$3,000,000 annual aggregate, (ii) \$2,000,000 per occurrence and \$2,000,000 annual aggregate.
  - **Status of Parties.** Nothing in this Agreement is intended to or shall be construed to constitute an agency, employer/employee, partnership, or fiduciary relationship between the parties. Neither party will have the authority to, and will not, act as agent for or on behalf of the other party or represent or bind the other party in any manner.
  - **Non-Discrimination.** Both parties agree to fully comply with all applicable non-discrimination laws of District's state and municipality, and of the United States. Both parties will accept, assign, supervise and evaluate qualified Teacher Candidates regardless of race, sex, sexual orientation, creed, national origin, age, disability, veteran status, or any other basis protected by law.
  - **Entire Agreement.** This Agreement represents the entire understanding between the parties and supersedes all prior oral or written agreements, and no modification shall be valid unless in writing and

signed by both parties. No Teacher Candidate or other third party shall be a beneficiary of or have any right to enforce the terms of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

WGU

DISTRICT

By: Stacey Ludwig Johnson

By: \_\_\_\_\_

Title: VP, Academic Operations, Teachers College

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Point of Contact:**

**Point of Contact:**

Email: [fieldplacement@wgu.edu](mailto:fieldplacement@wgu.edu)

Email:

Phone: 866-889-0132 (Option 1)

Phone:

For legal notices:

For legal notices:

General Counsel

Western Governors University

4001 South 700 East, Suite 700

Salt Lake City, UT 84107-2533



**TRACY**  
UNIFIED SCHOOL DISTRICT

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 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, if applicable, (waiver of subrogation to be part of this coverage).
    - e. Proof of Professional Liability Insurance, if applicable, with coverage for Sexual Molestation Coverage (\$1,000,000) 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 Certificate of Liability Insurance. Please note the following:
    - a. List the “Additional Insured” as follows:  
**Tracy Unified School District, its Governing Board, its Officers, its Agents, its Employees, and its Volunteers 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 (if applicable).
    - c. The additional insured endorsement should indicate the effective date, policy number, and the name of the insurance carrier.
- 

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 **38** Date



**TRACY**  
UNIFIED SCHOOL DISTRICT

# ADMINISTRATIVE SERVICES MEMORANDUM

**TO:** Board of Education  
**FROM:** Dr. Rob Pecot, Superintendent  
**DATE:** February 15, 2023  
**SUBJECT:** Approve Naming Facility and Appoint Screening Committee

**BACKGROUND:** Board Policy 7310 states that “Schools or sites wishing to name an existing unnamed facility must first seek the approval of the Board to begin the naming process as outlined in Administrative Regulation 7310.”

**RATIONALE:** A board member has proposed to name a facility. In accordance with AR 7310, staff is requesting approval to begin the naming process.

**FUNDING:** There is no cost.

**RECOMMENDATION:** Approve Naming Facility and Appoint Screening Committee.

**Prepared by:** Dr. Rob Pecot, Superintendent.



# BUSINESS SERVICES MEMORANDUM

**TO:** Dr. Rob Pecot, Superintendent  
**FROM:** Jaime Quintana, Director of Facilities & Planning  
**DATE:** February 15, 2023  
**SUBJECT:** Resolution 22-08 Accept the Annual Developer Fee Report & Five-Year Findings for 2021-2022 Fiscal Year

**BACKGROUND:** Effective January 1, 1997, SB 1693 amended the Government Code to add additional reporting requirements regarding developer fees which are assessed on new development to mitigate the impact of that development on school facilities.

**RATIONALE:** The attached report reflects the status of Developer Fee funds in accordance with SB 1693.

Mitigation payments are paid in lieu of statutory school impact fees pursuant to voluntary and mutually beneficial contracts, and are exempt from the annual reporting requirements of GC 66001(d) & 66006(b). However, mitigation payments are included in the report in order to show a complete picture of collections and expenditures to accommodate student growth generated by new development.

**FUNDING:** Fund 25- Mitigation/Developer Fees.

**RECOMMENDATIONS:** Accept the Annual Developer Fee Report & Five Year Findings for the 2021/2022 Fiscal Year.

**Prepared by:** Jaime Quintana, Director of Facilities & Planning.



**TRACY UNIFIED SCHOOL DISTRICT  
RESOLUTION 22-08  
ACCEPTING THE ACCOUNTING OF DEVELOPER FEES  
(ANNUAL DEVELOPER FEE REPORT & FIVE-YEAR FINDINGS)  
FOR 2021-2022 FISCAL YEAR  
IN THE FOLLOWING FUND OR ACCOUNT:**

Fund 25-Mitigation/Developer  
(Government Code sections 66001(d) & 66006(b))

1. **Authority and Reasons for Adopting this Resolution.**
  - A. Tracy Unified School District (“District”) has levied statutory and/or other fees imposed on new development (“Developer Fees”) pursuant to various resolutions, including, without limitation, Resolution No. 21-16, dated March 30, 2022, Board Action on March 25, 2020, Resolution No. 17-24, dated March 13, 2018, and Resolution No. 17-03, dated September 12, 2017, which are collectively referred to herein as the “School Facilities Fee Resolutions” and are hereby incorporated by reference into this Resolution. These resolutions were adopted under the authority of Education Code section 17620, *et seq.* and Government Code section 65995, *et seq.*
  - B. Such Developer Fees also include mitigation payments imposed pursuant to various voluntary and mutually beneficial mitigation agreements entered into, and paid, in lieu of statutory developer fees. Such mitigation payments are exempt from the annual reporting requirements of GC 66001(d) & 66006(b), however they are included in the report in order to show a complete picture of collections and expenditures to accommodate student growth generated by new development.
  - C. The District has received and expended Developer Fees in fiscal year 2021-2022 in connection with school facilities (“School Facilities”) of the District.
  - D. In accordance with California Government Code section 66006(a), the District has established a separate capital facilities account or fund, more specifically identified as **Fund 25, Capital Facilities Fund** (“Fund”), deposited these Developer Fees in the Fund (including interest income earned thereon), maintained the Fund in a manner to avoid any commingling of the Developer Fees with other revenues and funds of District, except for temporary investments, as applicable, and expended the Developer Fees solely for the purposes for which they were collected.

D. Government Code section 66006(b)(1) requires the District to make an annual accounting of the Fund (“Annual Developer Fee Report”), which shall contain the following information for the fiscal year:

- (i) A brief description of the type of Developer Fees in the Fund;
- (ii) The amount(s) of the Developer Fee(s);
- (iii) The beginning and ending balance of the Fund;
- (iv) The amount of the Developer Fees collected and the interest earned;
- (v) An identification of each District public improvement (“Project”) that Developer Fees were expended on, and the amount of the expenditures on each Project, including the total percentage of the cost of the Project that was funded with Developer Fees;
- (vi) An identification of an approximate date by which the construction of a Project will commence if the District determines that sufficient funds have been collected to complete financing on an incomplete Project, as identified in Government Code section 66001(a)(2), and the Project remains incomplete;
- (vii) A description of each interfund transfer or loan made from the Fund, including the Project on which the transferred or loaned Developer Fees will be expended, and, in the case of an interfund loan, the date on which the loan will be repaid, and the rate of interest that the Fund will receive on the loan; and
- (viii) The amount of refunds made pursuant to Government Code section 66001(e) and any allocations made pursuant to Government Code section 66001(f).

E. Furthermore, Government Code section 66001(d) provides that for the fifth fiscal year following the first deposit of Developer Fees into the Fund, and every five years thereafter, the District shall make all of the following “Findings” with respect to that portion of the Fund remaining unexpended, whether committed or uncommitted, if there are any funds remaining in the Fund at the end of the 2021-2022 fiscal year:

- (i) Identification of the purposes to which the Developer Fees are to be put;
- (ii) Demonstration of a reasonable relationship between the Developer Fees and the purposes for which they are charged;
- (iii) Identification of all sources and amounts of funding anticipated to complete financing of the District’s incomplete Projects (“Anticipated Funding”); and

- (iv) Designation of the approximate dates on which the Anticipated Funding is expected to be deposited into the Fund.

When the Findings are required by Government Code section 66001(d), they shall be made in connection with the Annual Developer Fee Report required by Government Code section 66006.

- F. Government Code sections 66001(d) and 66006(b)(2) further require that the Annual Developer Fee Report and the proposed Five-Year Developer Fee Findings be made available to the public within 180 days of the end of the fiscal year, that the Annual Developer Fee Report information and proposed Findings be reviewed by this Board at its next regularly scheduled board meeting held no earlier than 15 days after such information becomes available to the public, and that notice of the time and place of this meeting (as well as the address where the Annual Developer Fee Report and proposed Findings may be reviewed) be mailed at least 15 days prior to this meeting to anyone who has requested it.
- G. The Annual Developer Fee Report for the 2021-2022 fiscal year and proposed Five-Year Developer Fee Findings are attached hereto as Exhibit "A" and incorporated herein. The Superintendent has informed this Board that the Annual Developer Fee Report and proposed Findings were made available to the public on February 13, 2023. The Superintendent has further informed this Board that notice of the time and place of this meeting (as well as the address at which this information has been available for review) was mailed at least 15 days prior to this meeting to anyone who had requested it.
- H. The District has substantially complied with all of the foregoing provisions.
- E. The Superintendent has also informed this Board that there is no new information which would adversely affect the validity of any of the findings made by this Board in its applicable School Facilities Fee Resolutions.

**2. What This Resolution Does.**

This Resolution makes various findings and takes various actions regarding the Fund, including the approval and adoption of the 2021-2022 Annual Developer Fee Report and Five-Year Developer Fee Findings, as required by and in accordance with Government Code sections 66001(d) and 66006(b).

NOW, THEREFORE, BASED ON ALL FINDINGS AND EVIDENCE CONTAINED IN, REFERRED TO, OR INCORPORATED INTO THIS RESOLUTION, AS WELL AS THE EVIDENCE PRESENTED TO THIS BOARD AT THIS MEETING, THE TRACY UNIFIED SCHOOL DISTRICT'S BOARD OF EDUCATION HEREBY, FINDS, RESOLVES, DETERMINES, AND ORDERS AS FOLLOWS:

Section 1: That the foregoing recitals are true.



Section 2: That, pursuant to Government Code sections 66001(d) and 66006(b)(1) and (2), the District has made available to the public the requisite information and proposed findings concerning collection and expenditure of Developer Fees related to School Facilities for students resulting from new development within the District. Furthermore, pursuant to Government Code sections 66001(d)(2) and 66006(b)(2), the Board has reviewed the Developer Fees Report and proposed Findings at a public meeting not less than 15 days after the Developer Fees Report and proposed Findings were made available to the public and notice was mailed as required.

Section 3: That, in accordance with Government Code section 66006(b)(2), this Board has reviewed the 2021-2022 Annual Developer Fees Report as contained in Exhibit A (attached hereto and incorporated herein) and determined that it meets the requirements set forth in Government Code section 66006(b)(1).

Section 4: That, in accordance with Government Code section 66001(d), the District's proposed Five-Year Developer Fee Findings as set forth in Exhibit A (attached hereto and incorporated herein) contain the requisite findings and are made in connection with the public information set forth in the Annual Developer Fees Report.

Section 5: That the Board hereby determines that all Developer Fees, collections, and expenditures have been received, deposited, invested, expended, and reported in compliance with the relevant sections of the Government Code and all other applicable laws.

Section 6: The Board hereby determines that, because all of the findings required by Government Code section 66001(d) have been made with respect to the fees that were levied as more specifically set forth in Exhibit A, the District is not required to refund any moneys in the Fund as provided in Government Code section 66001(e).

Section 7: That the Board hereby determines that the District is in compliance with Government Code section 66000, *et seq.*, relative to receipt, deposit, investment, expenditure, reporting, or refund of Developer Fees received and expended relative to School Facilities for students generated from new development.

Section 8: That the Board hereby approves and adopts the attached 2021-2022 Annual Developer Fees Report and Five-Year Developer Fee Findings.

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Section 9: The Board further directs and authorizes the Superintendent to take on its behalf such further action as may be necessary and appropriate to effectuate this Resolution.

**PASSED AND ADOPTED, THIS 28<sup>TH</sup> DAY OF FEBRUARY, 2023, BY THE FOLLOWING VOTE:**

AYES:

NOES:

ABSTAIN:

ABSENT:

Attest:

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President  
Board of Education  
Tracy Unified School District

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Clerk  
Board of Education  
Tracy Unified School District

## *EXHIBIT A*

# TRACY UNIFIED SCHOOL DISTRICT'S 2021-2022 ANNUAL DEVELOPER FEE REPORT AND FIVE –YEAR DEVELOPER FEE FINDINGS

(Government Code §§ 66001 & 66006)

2021-2022 FISCAL YEAR

### I. Annual Developer Fee Report

The fee amounts reported were authorized by the District's Board of Education.<sup>1</sup> The fees partially mitigate the impact caused by residential and commercial/industrial development and do not adequately fund the school facilities necessary to accommodate student growth.

Each of the capitalized letters A-H below, correspond to the specific letter and portion of Government Code section 66006(b)(1):

A. FEES COLLECTED IN FUND 25 (CAPITAL FACILITIES FUND) - A brief description of the types of Developer Fees in the Fund:

- (1) Level 1 Developer Fees
  - Commercial/industrial development
  - Mini-storage category of commercial/industrial development
  - new residential development, including ADUs
  - residential additions, remodels, expansions, reconstruction
- (2) Mitigation Payments<sup>2</sup>
  - new residential development
  - Commercial/industrial development

B. AMOUNT OF FEE – The amount of the Developer Fees for the 2021-2022 fiscal year:

Type of Fee Collected				
<i>Effective Date:</i>	3/24/2020 (K-12 Boundaries)	03/24/2020 (K-8 Feeder Boundaries)	6/11/22 (K-12 Boundaries)	6/11/22 (K-8 Feeder Boundaries)
Level 1 - Residential	\$4.08/sf	\$1.02/sf	\$4.79/sf	\$1.1975/sf

<sup>1</sup> See Resolution No. 17-24, dated March 13, 2018 and Resolution No. 21-16, dated April 12, 2022.

<sup>2</sup> Although mitigation payments collected in lieu of statutory developer fees pursuant to various mitigation agreements entered into between the District and certain developers/owners are exempt from the reporting requirements of Government Code section 66001(d) and 66006(b), such mitigation payments are included in this report to provide a complete picture of collections and expenditures necessitated to accommodate student growth generated by new development. Such amounts vary by mitigation agreement, type of development, time of payment, contractual adjustments, and other factors specific to the particular agreement based on terms mutually agreed upon by the parties.

Level 1 – Commercial/Industrial	\$0.66 /sf	\$0.165/sf	\$0.78/sf	\$0.195/sf
Level 1 – Rental/Mini-storage	\$0.066/sf	\$0.012/sf	\$0.066/sf	\$0.012/sf
Level 1 – Senior Housing	\$0.66/sf	\$0.165/sf		

C. BEGINNING & ENDING FUND BALANCE FOR FISCAL YEAR 2021-2022:

July 1, 2021 Beginning Fund Balance:	\$ 47,998,405.56 <sup>3</sup>
June 30, 2022 Ending Fund Balance:	\$ 52,296,036.77 <sup>4</sup>

D. REVENUE – The amount of the Developer Fees collected and the interest earned for the 2021-2022 fiscal year:

Amount of fees collected (gross):	\$ 4,120,133.27 <sup>5</sup>
Interest earned:	\$ 187,155.00
<b>TOTAL REVENUE (GROSS):</b>	<b>\$ 4,307,288.27<sup>6</sup></b>

E. EXPENDITURES – Projects on which Developer Fees were expended during the 2021-2022 fiscal year and the amount of the expenditures on each Project, including the total percentage of the cost of the Project that was funded with Developer Fees:

<b>Project</b>	<b>Amount Expended in 2021-2022 Fiscal Year</b>	<b>% Funded with Developer Fees</b>
Library Refurbishment Projects to create flexible space for expanded learning to maintain existing levels of service due to increased demand on the facilities generated by new development (North, Monte Vista, South West, Villalovoz)	\$491,713.45	100%
Professional/Consulting Services – Legal fees in connection with the adoption of Developer	\$17,158.00	100%

<sup>3</sup> The 2021-22 beginning fund balance does not exactly equal the 2020-21 ending fund balance reflected in the District's Annual Developer Fee Report and Five-Year Developer Fee Findings because of auditor's adjustments. This amount reflects both statutory developer fees collected and mitigation payments received.

<sup>4</sup> Accounting for a transfer of \$628,432.60 from Fund 25 as discussed in Section G, the ending Fund Balance is \$51,667,604.10. Further, of this amount, \$4,911,548.19 has been set aside pending the outcome of current litigation.

<sup>5</sup> Of this amount, \$1,466,200.88 accounts for statutory developer fees collected, and \$2,653,932.39 accounts for mitigation payments received under mitigation agreements.

<sup>6</sup> This amount reflects a transfer of \$3,319,922.51 that was transferred to Banta Unified School District upon unification.

Fees and requisite reporting – Dannis Woliver Kelley		
Reimbursement of Direct and Administrative Costs Incurred for Collecting Developer Fees for 2021-2022 Fiscal Year (up to 3% of amount of Developer Fees collected in same fiscal year)*	\$129,218.65	3% of fees collected
Other Set Aside: <sup>7</sup>	\$ 4,911,548.19	100%
<b>TOTAL EXPENDITURES:</b>	<b>\$ 5,549,638.29</b>	

\*(Ed. Code, §17620(a)(5))

F. INCOMPLETE PROJECTS FUNDED WITH DEVELOPER FEE REVENUES – Incomplete Projects for which sufficient funds have been collected (as of the end of the 2021-2022 Fiscal Year) to complete financing of the Project, and the approximate date by which construction of the Project will commence:<sup>8</sup>

<b>Incomplete Projects for Which Sufficient Funds Have Been Collected to Complete Financing of Project</b>	<b>Approximate Date Construction Will Commence</b>	<b>Anticipated Funding Amount</b>
West High School Agricultural Center Expansion Project (to accommodate student growth generated by new development) and Tennis Court Renovation Project (to maintain existing levels of service due to increased demand on the facilities generated by new development)	Summer 2023	\$3,023,738.00
Tracy High School Tennis Court Refurbishment Project (to maintain existing levels of service due to increased demand on the facilities generated by new development)	Winter 2022/2023	\$1,300,000.00 (estimated)

<sup>7</sup> Consists of funds set aside pending outcome of litigation.

<sup>8</sup> Due to the COVID-19 pandemic and associated impacts such as labor shortages, etc., the District has been unable to initiate as many projects as anticipated.

Kimball High School Tennis Court Renovation (to maintain existing levels of service due to increased demand on the facilities generated by new development)	Winter 2022/2023	\$2,328,000.00
Kinder Playground Structure & Playground Upgrades Project at McKinley Elementary (to maintain existing levels of service due to increased demand on the facilities generated by new development)	Summer 2023	\$200,000.00 (estimated)
Playground Structure/Outdoor Classroom Project at Poet School to accommodate student growth generated by new development	Summer 2024/25	\$200,000.00 (estimated)
Justification Study	Winter 2024	\$15,000.00 (estimated)
Total:		\$7,066,738.00

In approximately 2024, the District intends on gathering all relevant data and contracting with a consultant in order to prepare an updated Developer Fee Justification Study that coincides with the State Allocation Board's 2024 biennial adjustment to the amount of Level 1 residential and commercial/industrial Developer Fees, which typically occurs every other year at the SAB's January meeting.

Additionally, the District intends to expanded its classroom counts to accommodate for the additional student growth and construct new classrooms or retrofit existing school facilities for the purpose of providing facilities to house student enrollment growth.

G. INTERFUND TRANSFERS & LOANS – Description of each interfund transfer or loan made to and/or from the Fund for the 2021-2022 fiscal year:

<b>Amount of Interfund Transfer or Loan</b>	<b>Project that Transferred or Loaned Fees Expended on</b>	<b>Date Loan to be Repaid on (Loans Only)</b>	<b>Rate of Interest on Loan (Loans Only)</b>
\$628,432.60	Interfund transfer to reimburse for projects identified in Table E, above	N/A	N/A

H. REFUNDS & ALLOCATIONS – The amount of refunds made pursuant to Government Code section 66001(e) and allocations made pursuant to Government Code section 66001(f) for the 2021-22 fiscal year:

Refunds Made:	N/A
Allocations Made:	N/A

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## II. Five-Year Developer Fee Findings

The following findings are made in connection with the public information set forth in Tracy Unified School District's 2021-2022 Annual Developer Fee Report.

A. PURPOSE TO WHICH DEVELOPER FEE IS TO BE PUT (Gov. Code, §66001(d)(1)(A)): With respect to only that portion of the Developer Fees Fund remaining unexpended at the end of the 2021-22 fiscal year, the purpose of the Developer Fees is to finance the construction or reconstruction, including refurbishment, of School Facilities necessary to accommodate student population growth resulting from development, cover costs attributable to the increased demand for School Facilities reasonably related to new development and necessary to maintain existing levels of service, and reduce overcrowding caused by the development on which the fees were levied. As necessary, the fees will be used to provide interim housing for children generated by new development and for other school-related considerations relating to the District's ability to accommodate enrollment growth generated from new development as permitted by law. Likewise, fees will also be used for other indirect and support services related to construction and reconstruction of School Facilities necessitated by growth resulting from new development, including administrative costs in connection with the collection of fees, and legal fees and other costs connected with the establishment of the fee and the required reportings. Projects (and other school-related considerations) include, without limitation, the projects listed above under Section F of the Annual Report, along with those projects identified in the District's Facilities Master Plan, board approved May 12<sup>th</sup>, 2015 (incorporated herein by reference), which identify additional school facilities needed in our around communities most greatly affected by large development projects, including, without limitation, schools serving the Tracy Hills Specific Plan attendance area.

Note: The District has commissioned site facility condition assessments, site master planning, and a district-wide, comprehensive master facilities plan, which will also include a plan for funding the District's long-term facility needs. These documents will include lists of recommended projects, in order of need and priority for future construction.

B. REASONABLE RELATIONSHIP BETWEEN DEVELOPER FEE & PURPOSE (Gov. Code, §66001(d)(1)(B)): There is a reasonable relationship between the Developer Fees charged for residential and commercial/industrial development and the purposes for which they will be expended, as described in Paragraph A, in that the students that are generated by residential and commercial/industrial development will be accommodated by the School Facilities for which the Developer Fees are expended. The District does not have adequate

facilities to accommodate students from new development, and thus there is a reasonable relationship between the Developer Fees charged and the need for construction and reconstruction, including refurbishment, of School Facilities. The Developer Fees collected do not exceed the cost of accommodating students generated by development. Rather, the Developer Fees only partially mitigate the impact caused by residential and commercial/industrial development and do not adequately fund the School Facilities necessary to accommodate student growth. Please refer to the District's Justification Study and mitigation agreements for further details concerning the reasonable relationship between the fee's use and type of development project on which the fee is imposed, the reasonable relationship between the need for the school facilities and the type of development project on which the fee is imposed, and the reasonable relationship between the amount of the fee and the cost of the school facilities.<sup>9</sup>

C. ANTICIPATED SOURCES & AMOUNTS OF FUNDING TO COMPLETE FINANCING OF INCOMPLETE PROJECTS (Gov. Code, §66001(d)(1)(C)): With respect to only that portion of the Developer Fees Fund remaining unexpended at the end of the 2021-2022 fiscal year, the sources and amounts of Anticipated Funding to complete financing of any incomplete improvements identified in Paragraph A are as follows:

<u>Anticipated Source of Funding</u>	<u>Anticipated Amount of Funding</u>
Developer Fees	See Section F of Annual Report; See Section A, above
Total Anticipated Funding:	See Section F of Annual Report; See Section A, above

Note: The District has commissioned site facility condition assessments, site master planning, and a district-wide, comprehensive master facilities plan, which will also include a plan for funding the District's long-term facility needs. These documents will include lists of recommended projects, in order of need and priority. Developer Fees will be included in the funding model, to address construction/renovation (refurbishment) needs resulting from increased student enrollment due to development. Preliminary anticipated costs of facilities needed exceed \$50,000,000.00.

D. APPROXIMATE DATE THAT ANTICIPATED FUNDING IS EXPECTED (Gov. Code, §66001(d)(1)(D)): With respect to only that portion of the Developer Fees Fund remaining unexpended at the end of the 2021-2022 fiscal year, the following are the approximate dates on which the Anticipated Funding referred to in Paragraph C above is expected to be deposited into the Fund:

<u>Anticipated Source of Funding</u>	<u>Anticipated Amount of Funding</u>
Developer Fees	End of FY 2024 <sup>10</sup>
Total Anticipated Funding:	N/A

<sup>9</sup> In connection with the adoption of this Annual and Five-Year Report, the District's Board reviewed and considered the District's Justification Study, which was originally adopted by the Board on March 13, 2018 and reconsidered by the Board on April 12, 2022. The District's Justification Study is incorporated herein by reference.

<sup>10</sup> Based on projected current school facility need.





# HUMAN RESOURCES MEMORANDUM

**TO:** Dr. Robert Pecot, Superintendent  
**FROM:** Tammy Jalique, Associate Superintendent of Human Resources  
**DATE:** February 14, 2023  
**SUBJECT:** Approve Resolution 22-09, Authorizing Reduction and Elimination of Particular Kinds of Service for the 2023-2024 School Year

**BACKGROUND:** Pursuant to Education Codes 44949 and 44955, the District administration is making a recommendation that will require the Governing Board of the Tracy Unified School District to reduce or discontinue particular kinds of services in order to reduce the number of certificated employees of the District.

**RATIONALE:** Reduction or discontinuance of particular kinds of service is needed to address staffing needs and budget concerns for the 2023-2024 school year.

**FUNDING:** None.

**RECOMMENDATION:** Approve Resolution 22-09, Authorizing Reduction and Elimination of Particular Kinds of Service for the 2023-2024 School Year.

**Prepared by:** Tammy Jalique, Associate Superintendent of Human Resources.

**TRACY UNIFIED SCHOOL DISTRICT  
RESOLUTION NO. 22-09  
REDUCTION AND ELIMINATION  
OF PARTICULAR KINDS OF SERVICES  
FOR THE 2023-2024 SCHOOL YEAR**

**WHEREAS**, as a result of staffing and budget needs, the Board of Trustees of the Tracy Unified School District has determined that it shall be necessary to reduce the following particular kinds of certificated services of the District not later than the beginning of the 2023-2024 school year:

- a. Reduction of **1.4 FTE** High School Math Teaching Program;
- b. Reduction of **0.4 FTE** High School Physics Teaching Program;
- c. Reduction of **1.2 FTE** High School Agriculture Science Teaching Program;
- d. Reduction of **0.2 FTE** High School Music Teaching Program;
- e. Reduction of **0.4 FTE** High School French Teaching Program.

**WHEREAS**, the Board of Trustees has determined that each of the foregoing services constitutes a particular kind of service (PKS) within the meaning of Education Code section 44955;

**WHEREAS**, it is the opinion of the Board of Trustees that it is necessary by reason of the above reduction or elimination of particular kinds of services to eliminate 3.6 FTE certificated positions in the District at the close of the current school year in accordance with Education Code section 44955; and

**WHEREAS**, this Board is authorized by Education Code section 44955(d) to deviate from terminating employees in order of seniority where the District demonstrates a specific need for personnel to teach a specific course or courses of study. Due to the specific need of the District to hire and retain fully credentialed teachers in core academic subject areas, the Superintendent and/or his designee is authorized to deviate from terminating certificated employees in order of seniority only in instances where the less senior employee possesses a currently valid intern, preliminary or clear California teaching credential and the more senior employee meets certification or licensing requirements solely on a Short-Term Staff Permit (STSP) or a Provisional Internship Permit (PIP).

**NOW, THEREFORE, BE IT RESOLVED** that it shall be necessary to terminate at the end of the 2022-2023 school year the employment of not more than 3.6 FTE certificated employees in the District as a result of the above reduction of services. Pursuant to Education Code sections 44949 and 44955 the Superintendent or his designated representative is directed to take all appropriate action needed, including the sending of appropriate notices to all employees whose positions shall be affected by virtue of this action.

**PASSED AND ADOPTED** by the Board of Trustees of the Tracy Unified School District on February 28, 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

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President  
Board of Trustees  
Tracy Unified School District

**ATTESTED:**

I certify that the foregoing resolution was adopted by the Board of Trustees of the Tracy Unified School District, County of San Joaquin, on the date shown above.

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Clerk  
Board of Trustees  
Tracy Unified School District



# HUMAN RESOURCES MEMORANDUM

**TO:** Dr. Robert Pecot, Superintendent  
**FROM:** Tammy Jalique, Associate Superintendent of Human Resources  
**DATE:** February 14, 2023  
**SUBJECT:** Approve Resolution 22-10, Adopting the Competency Criteria in the Case of Certificated Reduction in Force for the 2023-2024 School Year

**BACKGROUND:** Pursuant to Education Codes 44949 and 44955, the District administration is making a recommendation that will require the Governing Board of the Tracy Unified School District to reduce or discontinue particular kinds of services in order to reduce the number of certificated employees of the District. In conjunction with that recommendation, it is necessary to adopt criteria for determining if a certificated employee would have the competency to replace (bump) another certificated employee out of their position.

**RATIONALE:** Reduction or discontinuance of particular kinds of service are needed to address staffing needs and budget concerns for the 2023-2024 school year and the District must have a way to ensure that when one certificated employee may potentially replace (bump) another certificated employee they possess the necessary competency in order to provide adequate services.

**FUNDING:** None.

**RECOMMENDATION:** Approve Resolution 22-10, Adopting the Competency Criteria in the Case of Certificated Reduction in Force for the 2023-2024 School Year.

**Prepared by:** Tammy Jalique, Associate Superintendent of Human Resources.

**TRACY UNIFIED SCHOOL DISTRICT  
RESOLUTION NO. 22-10  
COMPETENCY CRITERIA IN THE CASE OF  
CERTIFICATED REDUCTION IN FORCE  
FOR THE 2023-2024 SCHOOL YEAR**

**WHEREAS**, it appears that it will be necessary for the Tracy Unified School District to lay off certificated employees at the end of the 2022-2023 school year for the 2023-2024 school year; and

**WHEREAS**, the District is required to provide instruction to students who have limited English language proficiency; and

**WHEREAS**, the State has determined that in order to provide instruction to such students, teachers shall be specifically trained in appropriate techniques, which training is demonstrated by the teacher holding a BCLAD, CLAD, SB 2042, AB 1059, SB 395 or equivalent certificate; and

**WHEREAS**, approximately 24.0% of the students in the District are English Learners ("EL"), that is, students whose first language is not English; and

**WHEREAS**, to provide teachers for those classes containing EL students, there is a need for teachers throughout the District who are EL certified; and

**WHEREAS**, for the purposes of making assignments and reassignments of certificated employees for the District, a certificated employee shall be deemed to be competent to perform certificated services if he or she, in addition to the criteria described above, has a credential authorizing the service to be rendered and possesses a currently valid intern, preliminary or clear California teaching credential and not certification or licensing requirements solely on a Short-Term Staff Permit (STSP) or a Provisional Internship Permit (PIP).

**WHEREAS**, Education Code section 44911 provides that time served under a provisional credential cannot be used toward a teacher's gaining permanent status, and therefore acknowledges that there is a significant difference between a provisional or short term credential and a regular credential; and

**WHEREAS**, high school principals need to have the ability to assign teachers to teach the higher level courses within subject areas, and not every credential allows principals to make such assignments;

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Trustees of the Tracy Unified School District that, for the purposes of making assignments and reassignments of certificated employees into and/or within teaching positions for the District to meet its obligations under Education Code section 44955, a certificated employee shall be deemed to be competent and qualified to perform the certificated teaching service if:

- a. He or she holds a BCLAD, CLAD, SB 2042, AB 1059, SB 395 or equivalent certification and training authorizing him/her to provide instruction to English Learners; and
- b. His or her credential authorizing the service to be provided is a regular credential, and not solely on a Short-Term Staff Permit (STSP) or a Provisional Internship Permit (PIP); and
- c. He or she has a single subject credential authorizing the full spectrum of courses within that subject area or has a credential authorizing the teaching of foundational-level courses in grades 9-12.

**PASSED AND ADOPTED** by the Board of Trustees of the Tracy Unified School District on February 28, 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

---

President  
Board of Trustees  
Tracy Unified School District

**ATTESTED:**

I certify that the foregoing resolution was adopted by the Board of Trustees of the Tracy Unified School District, County of San Joaquin, on the date shown above.

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Clerk  
Board of Trustees  
Tracy Unified School District



# HUMAN RESOURCES MEMORANDUM

**TO:** Dr. Robert Pecot, Superintendent  
**FROM:** Tammy Jalique, Associate Superintendent of Human Resources  
**DATE:** February 14, 2023  
**SUBJECT:** Approve Resolution 22-11, Adopting the Tie-Breaking Criteria in the Case of Certificated Reduction in Force for the 2023-2024 School Year

**BACKGROUND:** Pursuant to Education Codes 44949 and 44955, the District administration is making a recommendation that will require the Governing Board of the Tracy Unified School District to reduce or discontinue particular kinds of services in order to reduce the number of certificated employees of the District. In conjunction with that recommendation, it is necessary to adopt criteria for tie-breaking when two or more certificated employees possess the same seniority date.

**RATIONALE:** Reduction or discontinuance of particular kinds of service are needed to address staffing needs and budget concerns for the 2023-2024 school year and the District must have a way to break ties between two or more certificated employees with the same seniority date who are both currently providing the same particular kind of service identified for reduction or discontinuance.

**FUNDING:** None.

**RECOMMENDATION:** Approve Resolution 22-11, Adopting the Tie-Breaking Criteria in the Case of Certificated Reduction in Force for the 2023-2024 School Year.

**Prepared by:** Tammy Jalique, Associate Superintendent of Human Resources.

**TRACY UNIFIED SCHOOL DISTRICT  
RESOLUTION NO. 22-11  
ADOPTING TIE BREAKING CRITERIA  
IN THE CASE OF CERTIFICATED REDUCTION IN FORCE  
FOR THE 2023-2024 SCHOOL YEAR**

**WHEREAS**, it appears that it will be necessary for the Tracy Unified School District to lay off certificated employees at the end of the 2022-2023 school year for the 2023-2024 school year; and

**WHEREAS**, there are individuals who have the same first date of paid service as probationary certificated employees;

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Trustees of the Tracy Unified School District that if any two or more employees have the same first date of paid service as probationary certificated employees in the Tracy Unified School District, and if there is a need to reduce staffing by a number less than all such individuals, the decision as to which individuals shall be given preference and not be laid off shall be determined by the following criteria, which are based upon the Board of Trustee's determination of the needs of the District and its students:

1. Individuals with a BCLAD certificate will be given preference. If these factors are identical then;
2. Individuals with CLAD, SB 2042, AB 1059, SB 395, SDAIE or an equivalent training and certificate will be given preference. If these factors are identical then;
3. Individuals who currently hold a regular credential, not a provisional or short term credential as defined by the California Commission on Teacher Credentialing, which authorizes the service to be provided will be given preference. If these factors are identical then;
4. Individuals who hold multiple (2 or more) single subject credentials will receive preference as follows:
  - a. Those who hold the most single subject credentials will be given preference from most to least,
  - b. For individuals who hold the same number of single subject credentials, preference will be given first to those who hold:
    1. mathematics credentials, then
    2. science credentials, then
    3. English credentialsIf these factors are identical then;
5. A lottery shall be conducted among those remaining.



**PASSED AND ADOPTED** by the Board of Trustees of the Tracy Unified School District on February 28, 2023 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

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President  
Board of Trustees  
Tracy Unified School District

**ATTESTED:**

I certify that the foregoing resolution was adopted by the Board of Trustees of the Tracy Unified School District, County of San Joaquin, on the date shown above.

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Clerk  
Board of Trustees  
Tracy Unified School District