

**NOTICE**  
**REGULAR MEETING OF THE GOVERNING BOARD**  
**TRACY UNIFIED SCHOOL DISTRICT**  
**DECEMBER 17, 2024**

**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: 5:45 PM Closed Session**  
**7:00 PM Open Session**

**A G E N D A**

- |           |   |                |
|-----------|---|----------------|
| <b>1.</b> | <b>Call to Order</b>  | <b>Pg. No.</b> |
| <b>2.</b> | <b>Roll Call – Establish Quorum</b><br>Board: O. Alexander, D. Cheeseman, R. Fagin, L. Hawkins, S. Secker, J. Silcox<br>Staff: R. Pecot, Z. Boswell, T. Jalique, T. Salinas, S. Smith   |                |
| <b>3.</b> | <b>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>  |                |
|           | <b>3.1.1</b> Conference with Legal Counsel – Existing Litigation<br>Government Code §54956.9(d)(1)<br>Name of Cases: (1) Tracy Phase 2. LLC, et al. v. Tracy Unified School District; (2) Tracy Hills Holding Company, LLC, et al. v. Tracy Unified School District; Board of Education |                |
|           | <b>3.2 Educational Services:</b>  |                |
|           | <b>3.2.1</b> Finding of Facts: 24/25#21, 24/25#26, 24/25#27, 24/25#28, 24/25#30, 24/25#31, 24/25#32<br><b>Action:</b> Motion___; Second___. <b>Vote:</b> Yes___; No___; Absent___; Abstain ___  |                |
|           | <b>3.2.2</b> Reinstatements: AR#24-25/#13, AR#24-25/#14, AR#24-25/#15, AR#24-25/#16, AR#24-25/#17, AR#24-25/#18, AR#24-25/#19, AR#24-25/#20<br><b>Action:</b> Motion___; Second___. <b>Vote:</b> Yes___; No___; Absent___; Abstain ___  |                |
|           | <b>3.3 Human Resources:</b>   |                |
|           | <b>3.3.1</b> Consider Settlement Agreement with Classified Employee<br><b>Action:</b> Motion___; Second___. <b>Vote:</b> Yes___; No___; Absent___; Abstain ___  |                |
|           | <b>3.3.2</b> Consider Unpaid Leave of Absence for Certificated Employee #UC-1385 modified, pursuant to Article XX<br><b>Action:</b> Motion___; Second___. <b>Vote:</b> Yes___; No___; Absent___; Abstain ___  |                |

**3.3.3** Consider Public Employee/Employment/Discipline/Dismissal/Release  
Government Code §54957

**Action:** Motion\_\_\_; Second\_\_\_. **Vote:** Yes\_\_\_; No\_\_\_; Absent\_\_\_; Abstain\_\_\_

**3.3.4** Conference with Labor Negotiators  
Government Code §54957.6

Agency Negotiator: Tammy Jalique. Associate Superintendent of  
Human Resources

Employee Organization: CSEA, TEA

**4. Adjourn to Open Session**

**5. Call to Order and Pledge of Allegiance**

**6. Administer Oath of Office**

**7. Board Organization:**

**1-4**

**7.1** Elect Officers:

President

**Action:** Motion\_\_\_; Second\_\_\_. **Vote:** Yes\_\_\_; No\_\_\_; Absent\_\_\_; Abstain\_\_\_

Vice President

**Action:** Motion\_\_\_; Second\_\_\_. **Vote:** Yes\_\_\_; No\_\_\_; Absent\_\_\_; Abstain\_\_\_

Clerk

**Action:** Motion\_\_\_; Second\_\_\_. **Vote:** Yes\_\_\_; No\_\_\_; Absent\_\_\_; Abstain\_\_\_

**7.2** Appoint Representatives to the following committees:

Budget; Charter Schools; City Schools Liaison; District Attendance Area; Facilities  
Advisory; Facility Use Policy Review; Special Ed; Tracy Learning Center/Ad Hoc  
Board Member; Tracy Parks

**Action:** Motion\_\_\_; Second\_\_\_. **Vote:** Yes\_\_\_; No\_\_\_; Absent\_\_\_; Abstain\_\_\_

**7.3** Approve Board Meeting Calendar

**Action:** Motion\_\_\_; Second\_\_\_. **Vote:** Yes\_\_\_; No\_\_\_; Absent\_\_\_; Abstain\_\_\_

**8. Closed Session Issues:**

**8a** Action Taken on Finding of Facts: 24/25#21, 24/25#26, 24/25#27, 24/25#28,

**3.2.1** 24/25#30, 24/25#31, 24/25#32

**Action:** Motion\_\_\_ Second\_\_\_. **Vote:** Yes\_\_\_; No\_\_\_; Absent\_\_\_; Abstain\_\_\_

**8b** Report Out of Action Taken on Reinstatements: AR#24-25/#13, AR#24-25/#14,

**3.2.2** AR#24-25/#15, AR#24-25/#16, AR#24-25/#17, AR#24-25/#18, AR#24-25/#19,  
AR#24-25/#20

**Action:** **Vote:** Yes\_\_\_; No\_\_\_; Absent\_\_\_; Abstain\_\_\_

**8c** Report Out of Action Taken on Consider Settlement Agreement with Classified

**3.3.1** Employee

**Action:** **Vote:** Yes\_\_\_; No\_\_\_; Absent\_\_\_; Abstain\_\_\_

**8d** Report Out of Action Taken on Consider Unpaid Leave of Absence for

**3.3.2** Certificated Employee #UC-1385 modified, pursuant to Article XX

**Action:** **Vote:** Yes\_\_\_; No\_\_\_; Absent\_\_\_; Abstain\_\_\_

**9. Approve Regular Minutes of November 12, 2024**

**5-9**

**Action:** Motion\_\_\_; Second\_\_\_. **Vote:** Yes\_\_\_; No\_\_\_; Absent\_\_\_; Abstain\_\_\_

**10. Student Representative Reports:** None.

- 11. Recognition & Presentations:** An opportunity to honor students, employees and community members for outstanding achievement:

**11.1** None.

- 12. Information & Discussion Items:** An opportunity to present information or reports concerning items that may be considered by Trustees at a future meeting.

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

**12.2 Educational Services:**

**12.2.1** Arts, Music, & Instructional Materials Discretionary Block Grant

- 13. 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.

- 14. PUBLIC HEARING:** None.

- 15. 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 received by Tracy Unified.**

**15.1 Administrative & Business Services:**

- |               |   |              |
|---------------|---|--------------|
| <b>15.1.1</b> | Approve Accounts Payable Warrants (October 2024) (Separate Cover)   | <b>10</b>    |
| <b>15.1.2</b> | Approve Payroll Reports (October 2024)  | <b>11-15</b> |
| <b>15.1.3</b> | Approve Revolving Cash Fund Reports (October 2024)  | <b>16-17</b> |
| <b>15.1.4</b> | 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 | <b>18-19</b> |
| <b>15.1.5</b> | Ratify Routine Agreements, Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda   | <b>20-23</b> |
| <b>15.1.6</b> | Authorize Associate Superintendent of Business Services to Enter into Agreement to Dispose of Damaged, Obsolete, and Surplus Furniture, Computers, and Equipment through Disposal Service                                       | <b>24-26</b> |
| <b>15.1.7</b> | Approve Entertainment, Assembly, Service, Business and Food Vendors   | <b>27-28</b> |

**15.2 Educational Services:**

- |               |  |           |
|---------------|--|-----------|
| <b>15.2.1</b> | Approve Overnight Travel for Athletic Directors from Tracy High School, Kimball High School, and West High School to attend the California State Athletic Directors Association (CSADA) Conference in Reno, Nevada March 11-15, 2025 | <b>29</b> |
| <b>15.2.2</b> | Approve Out-of-State Travel to Phoenix AZ for the Special Education Director to attend the LRP National Institute 2025 Conference  | <b>30</b> |

|                |  |              |
|----------------|--|--------------|
| <b>15.2.3</b>  | Approve Agreement for Contract Services between Hola Language Services and TUSD for the 2024-2025 School Year  | <b>31-36</b> |
| <b>15.2.4</b>  | Approve Purchase of Music Equipment to Provide Enhanced After-School Music Education to TUSD Students Through the TUSD/Boys and Girls Clubs After-School Programs ELOP Grant at George Kelly and Poet Christian Elementary | <b>37-38</b> |
| <b>15.2.5</b>  | Ratify and Approve the Partnership Agreement with the Child Abuse Prevention Council of San Joaquin (CAPC) to Provide Infant and Child Care Services on the Stein/Duncan Russell Campus                                    | <b>39-43</b> |
| <b>15.2.6</b>  | Agreement for Special Contract Services with Foundations Therapy Service for an Occupational Therapy (OT) Independent Education Evaluation (IEE) Assessment  | <b>44-47</b> |
| <b>15.2.7</b>  | Approve Agreement for Contract Services between Valley Community Counseling Villalovoz Elementary for the remainder of the 2024-2025 School Year   | <b>48-51</b> |
| <b>15.2.8</b>  | Approve and/or Ratify Routine Agreements which meet the Criteria for Placement on the Consent Agenda   | <b>52-53</b> |
| <b>15.2.9</b>  | Approve Agreement for Contract Services between Smartpass and Williams Middle School to Provide Access for the 2024-2025 School Year   | <b>54-56</b> |
| <b>15.2.10</b> | Approve Agreement for Special Contract Services Provided by Boys and Girls Club of Tracy   | <b>57-60</b> |
| <b>15.2.11</b> | Approve Agreement for Contract Services between Boys and Girls Club of Tracy and McKinley Elementary School for the 2024-25 School Year  | <b>61-64</b> |
| <b>15.2.12</b> | Approve Agreement for Special Contract Services with San Joaquin County Office of Education to Provide LETRS Early Literacy Training for Four Tracy Unified School District Teachers                                       | <b>65-68</b> |
| <b>15.2.13</b> | Approve Special Contract Services Agreement with Educational Professionals of Central California, LLC for Two (2) Independent Education Evaluations (IEEs)   | <b>69-72</b> |
| <b>15.2.14</b> | Agreement for Special Contract Services with Riverside Insights for a 2.5 Year Subscription and Training of the Woodcock-Johnson V Digital Test  | <b>73-83</b> |
| <b>15.2.15</b> | Ratify Memorandum of Understanding between Wanda Hirsch Elementary School and San Joaquin County Office of Education STEM Department   | <b>84-86</b> |

**15.3 Human Resources:**

|               |  |              |
|---------------|--|--------------|
| <b>15.3.1</b> | Accept Resignations/Retirements/Leave of Absences for Classified, Certificated, and/or Management Employment | <b>87-89</b> |
| <b>15.3.2</b> | Approve Classified, Certificated, and/or Management Employment   | <b>90-94</b> |

**16. 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.

**16.1 Administrative & Business Services:**

|                |   |           |
|----------------|---|-----------|
| <b>16.1.1</b>  | Conduct Interviews and Approve Provisional Appointment of Board Member for Unexpired Term | <b>95</b> |
| <b>Action:</b> | Motion___; Second___. <b>Vote:</b> Yes__; No__; Absent__; Abstain__.                      |           |

- 16.1.2** Certify 2024-2025 Fiscal Year First Interim Report (Separate Cover) **96-97**  
**Action:** Motion\_\_\_; Second\_\_\_. **Vote:** Yes\_\_\_; No\_\_\_; Absent\_\_\_; Abstain\_\_\_.
- 16.1.3** Approve the Purchase and Installation of a Commercial Dishwasher for West High Kitchen **98**  
**Action:** Motion\_\_\_; Second\_\_\_. **Vote:** Yes\_\_\_; No\_\_\_; Absent\_\_\_; Abstain\_\_\_.
- 16.1.4** Adopt Revised Board Policy and Administrative Regulation 3311 Bids (Second Reading) **99-111**  
**Action:** Motion\_\_\_; Second\_\_\_. **Vote:** Yes\_\_\_; No\_\_\_; Absent\_\_\_; Abstain\_\_\_.
- 16.1.5** Adopt Board Policy and Administrative Regulation 7214 General Obligation Bonds (Second Reading) **112-119**  
**Action:** Motion\_\_\_; Second\_\_\_. **Vote:** Yes\_\_\_; No\_\_\_; Absent\_\_\_; Abstain\_\_\_.
- 16.1.6** Adopt Resolution No. 24-09 of the Board of Education of Tracy Unified School District Certifying to the Board of Supervisors of San Joaquin County all Proceeding in the November 5, 2024, General Obligation Bond Election for the School Facilities Improvement District No. 3 **120-122**  
**Action:** Motion\_\_\_; Second\_\_\_. **Vote:** Yes\_\_\_; No\_\_\_; Absent\_\_\_; Abstain\_\_\_.
- 16.1.7** Adopt Resolution 24-10 to Accept the Annual Developer Fee Report & Five-Year Findings for 2023-2024 Fiscal Year **123-142**  
**Action:** Motion\_\_\_; Second\_\_\_. **Vote:** Yes\_\_\_; No\_\_\_; Absent\_\_\_; Abstain\_\_\_.
- 16.1.8** Adopt Resolution No. 24-11 to Award and Approve the RFQ/RFP for Lease-Leaseback Construction Services for the Merrill F. West HS Agriculture CTE Building Project (Separate Cover) **143-146**  
**Action:** Motion\_\_\_; Second\_\_\_. **Vote:** Yes\_\_\_; No\_\_\_; Absent\_\_\_; Abstain\_\_\_.
- 16.1.9** Accept the Fiscal Year 2023-24 Annual Financial Audit **147**  
**Action:** Motion\_\_\_; Second\_\_\_. **Vote:** Yes\_\_\_; No\_\_\_; Absent\_\_\_; Abstain\_\_\_.
- 16.2 Educational Services:**
- 16.2.1** Approve Revised McKinley School Site Plan and Budget for 2024-2025 School Year (Separate Cover) **148**  
**Action:** Motion\_\_\_; Second\_\_\_. **Vote:** Yes\_\_\_; No\_\_\_; Absent\_\_\_; Abstain\_\_\_.
- 16.2.2** Approve the Arts and Music Instructional Materials Discretionary Block Grant (AMIM) Plans for All TUSD Schools **149-154**  
**Action:** Motion\_\_\_; Second\_\_\_. **Vote:** Yes\_\_\_; No\_\_\_; Absent\_\_\_; Abstain\_\_\_.
- 16.2.3** Approve the Arts and Music Instructional Materials Discretionary Block Grant (AMIM) Plans for Tracy Independent Study Charter School **155-159**  
**Action:** Motion\_\_\_; Second\_\_\_. **Vote:** Yes\_\_\_; No\_\_\_; Absent\_\_\_; Abstain\_\_\_.
- 16.2.4** Approve Revised Central School Site Plan and Budget for Remainder of 2024-2025 School Year (Separate Cover) **160**  
**Action:** Motion\_\_\_; Second\_\_\_. **Vote:** Yes\_\_\_; No\_\_\_; Absent\_\_\_; Abstain\_\_\_.
- 16.2.5** Approve CCAP Agreement between TUSD and Las Positas Community College beginning January 2025 (Separate Cover) **161**  
**Action:** Motion\_\_\_; Second\_\_\_. **Vote:** Yes\_\_\_; No\_\_\_; Absent\_\_\_; Abstain\_\_\_.
- 16.3 Human Resources:**
- 16.3.1** Approve Hourly Training Rate for Certificated Substitutes **162**  
**Action:** Motion\_\_\_; Second\_\_\_. **Vote:** Yes\_\_\_; No\_\_\_; Absent\_\_\_; Abstain\_\_\_.
- 16.3.2** Approve a Declaration for a Provisional Internship Permit **163-164**  
**Action:** Motion\_\_\_; Second\_\_\_. **Vote:** Yes\_\_\_; No\_\_\_; Absent\_\_\_; Abstain\_\_\_.

17. **Board Reports:** An opportunity for board members to discuss items of particular importance or interest in the district.
18. **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.
19. **Board Meeting Calendar:**
  - 17.1 January 14, 2025
  - 17.2 January 28, 2025
  - 17.3 February 11, 2025
  - 17.4 February 25, 2025
20. **Upcoming Events:**

|      |                               |  |
|------|-------------------------------|--|
| 18.1 | December 23 – January 3, 2025 | No School, Winter Break                  |
| 18.2 | January 20, 2025              | No School, Martin Luther King's Birthday |
| 18.3 | February 10, 2025             | No School, Lincoln's Day                 |
| 18.4 | February 17, 2025             | No School, President's Day               |

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.



# ADMINISTRATIVE SERVICES MEMORANDUM

**TO:** Board of Education  
**FROM:** Dr. Rob Pecot, Superintendent  
**DATE:** November 14, 2024  
**SUBJECT:** (1) Elect Officers;  
(2) Appoint Representatives to the following committees: Budget; City Schools Liaison; District Attendance Area; Facility Advisory; School Safety; Special Ed; Tracy Learning Center/Ad Hoc Board Member; Tracy Parks; and  
(3) Approve 2024 Board Calendar

**BACKGROUND:** Education Code Section 35143 requires the governing board of each school district to hold an annual organizational meeting. In a year in which a regular election for governing board members is held in our district, the meeting shall be held on a day within a 15-day period that commences with the date upon which an elected governing board member takes office. Organizational meetings, in years in which no such regular election for governing board members is conducted, shall be held during the same 15-day period on the calendar. This year the 15-day period will commence on December 13. Districts that have regular meetings between December 13 and December 27 can comply with the Education Code requirement by placing this matter on its agenda. The day and time of the annual meeting shall be selected by trustees at its regular meeting immediately prior to the first day of such 15-day period.

**RATIONALE:** Tuesday, December 17, 2024, is the date of the Tracy Unified School District Board of Trustee's regular meeting which complies with the Education Code requirement for holding the annual organizational meeting. Within 15 days prior to the date of the annual meeting, all board members and members-election shall be notified in writing of the date and time selected for the meeting.

**FUNDING:** N/A.

**RECOMMENDATION:** (1) Elect Officers; (2) Appoint Representatives to the following committees: Budget; City Schools Liaison; District Attendance Area; Facilities Advisory; School Safety; Special Ed; Tracy Learning Center/Ad Hoc Board Member; Tracy Parks; and (3) Approve 2024 Board Calendar.

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



# TRACY UNIFIED SCHOOL DISTRICT

## ORGANIZATIONAL MEETING HELD DECEMBER 17, 2024

| <b>2025 COMMITTEES:</b>  | <b>ALEXANDER</b> | <b>CHEESEMAN</b> | <b>FAGIN</b> | <b>HAWKINS</b> | <b>SECKER</b> | <b>SILCOX</b> | <b>TRUSTEE #7</b><br>_____ |
|--|------------------|------------------|--------------|----------------|---------------|---------------|----------------------------|
| <b>OFFICERS</b>  |                  |                  |              |                |               |               |                            |
|  |                  |                  |              |                |               |               |                            |
| <b>BUDGET</b><br>(3) Members<br>(1) Alternate                                    |                  |                  |              |                |               |               |                            |
| <b>CITY SCHOOLS</b><br>(3) Members<br>(1) Alternate                              |                  |                  |              |                |               |               |                            |
| <b>DISTRICT ATTENDANCE AREA</b><br>(2) Members                                   |                  |                  |              |                |               |               |                            |
| <b>FACILITIES ADVISORY</b><br>(3) Members<br>(1) Alternate                       |                  |                  |              |                |               |               |                            |
| <b>SCHOOL SAFETY COMMITTEE</b><br>(3) Members<br>(1) Alternate                   |                  |                  |              |                |               |               |                            |
| <b>SPECIAL ED</b><br>(3) Members   |                  |                  |              |                |               |               |                            |
| <b>TRACY LEARNING CTR/AD HOC<br/>BOARD MEMBER</b><br>(1) Member<br>(1) Alternate |                  |                  |              |                |               |               |                            |
| <b>TRACY PARKS</b><br>(1) Member<br>(1) Alternate                                |                  |                  |              |                |               |               |                            |



**TRACY UNIFIED SCHOOL DISTRICT  
APPROVED DECEMBER 12, 2023**

| <b>2024 COMMITTEES:</b>  | <b>ABERCROMBIE</b> | <b>ALEXANDER</b> | <b>FAGIN</b> | <b>HAWKINS</b> | <b>HOFFERT</b> | <b>KAHLON</b> | <b>SILCOX</b>         |
|--|--------------------|------------------|--------------|----------------|----------------|---------------|-----------------------|
| <b>OFFICERS</b>  | <b>PRESIDENT</b>   |                  |              | <b>CLERK</b>   |                |               | <b>VICE PRESIDENT</b> |
| <b>BUDGET</b><br>Alexander, Hawkins, Silcox                                    |                    |                  |              |                |                |               |                       |
| <b>CITY SCHOOLS</b><br>Fagin, Kahlon, Silcox                                   |                    |                  |              |                |                |               |                       |
| <b>DISTRICT ATTENDANCE AREA</b><br>Abererombie, Fagin                          |                    |                  |              |                |                |               |                       |
| <b>FACILITIES ADVISORY</b><br>Abererombie, Fagin, Kahlon                       |                    |                  |              |                |                |               |                       |
| <b>SCHOOL SAFETY COMMITTEE</b><br>Fagin, Hawkins, Silcox<br>(Alt – Kahlon)     |                    |                  |              |                |                | ALTERNATE     |                       |
| <b>SPECIAL ED</b><br>Fagin, Hawkins, Hoffert                                   |                    |                  |              |                |                |               |                       |
| <b>TRACY LEARNING CTR/AD HOC BOARD MEMBER</b><br>Alexander (Alt – Abererombie) | ALTERNATE          |                  |              |                |                |               |                       |
| <b>TRACY PARKS</b><br>Abererombie<br>(Alt – Silcox)                            |                    |                  |              |                |                |               | ALTERNATE             |



# **Board of Education Calendar of Meetings 2025**

The Board of Education holds its regular meetings in the Tracy Unified School District Education Center Boardroom located at 1875 W. Lowell Ave. Meetings begin at 7 p.m. The Board of Education's meeting agendas are posted for public viewing the Friday before each regular meeting in the Education Center lobby and on the District's website at [www.tracy.k12.ca.us](http://www.tracy.k12.ca.us). Copies of meeting agendas are also available by contacting the Superintendent's Office at 209-830-3201. Minutes of Board of Education meetings are available for public review in the Superintendent's Office on Mondays through Fridays between 8 a.m. and 5 p.m., and can be viewed on the District's website at [www.tracy.k12.ca.us](http://www.tracy.k12.ca.us).

| BOARD MEETING DATES<br>2025 |
|-----------------------------|
|                             |
| 1/14/25                     |
| 1/28/25                     |
|                             |
| 2/11/25                     |
| 2/25/25                     |
|                             |
| 3/25/25                     |
|                             |
| 4/8/25                      |
| 4/22/25                     |
|                             |
| 5/13/25                     |
| 5/27/25                     |
|                             |
| 6/10/25                     |
| 6/24/25                     |
|                             |
| 8/12/25                     |
| 8/26/25                     |
|                             |
| 9/9/25                      |
| 9/23/25                     |
|                             |
| 10/28/25                    |
|                             |
| * 11/12/25                  |
|                             |
| 12/9/25                     |

\* The November meeting takes place on a Wednesday due to the Veteran's Day holiday.

**Minutes of  
Regular Meeting of the Governing Board  
For Tracy Unified School District  
Held on Tuesday, November 12, 2024**

- 6:31 PM:** 1-3. President Abercrombie called the meeting to order.  
Employee #UCL-505, closed session item #3.3.5, spoke before the board.
- 6:34 PM:** The board adjourned to closed session.
- Roll Call:** 4. Board: S. Abercrombie, O. Alexander, R. Fagin, L. Hawkins, Z. Hoffert, N. Kahlon, J. Silcox  
Staff: R. Pecot, T. Salinas, T. Jalique, Z. Boswell, 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: 24/25#20, 24/25#22, 24/25#23,  
**3.2.1** 24/25#24, 24/25#25  
**Action:** Approved. Silcox, Alexander. **Vote:** Yes-7; No-0; Absent-0.
- 6b** Report Out of Action Taken on Reinstatements: AR#24-25/#10, AR#24-  
**3.2.2** 25/#11, AR#24-25/#12  
**Action:** Approved. **Vote:** Yes-7; No-0; Absent-0.
- 6c** Report Out of Action Taken on Early Graduation: TISCS #10357540,  
**3.2.3** TISCS #10354766, TISCS#10361947, TISCS #10353085, TISCS  
#10326316, TISCS #10358412  
**Action:** Approved. **Vote:** Yes-7; No-0; Absent-0.
- 6d** Report Out of Action Taken on Approve Funding for Confidential  
**3.2.4** Settlement Agreement  
**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- 503  
**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 #UCL- 504  
**Action:** Approved. **Vote:** Yes-7; No-0; Absent-0.
- 6g** Report Out of Action Taken on Consider Leave of Absence Request for  
**3.3.3** Certificated Employee #UC-1389 pursuant to Article XX  
**Action:** Approved. **Vote:** Yes-7; No-0; Absent-0.
- 6h** Report Out of Action Taken on Consider Modification of Leave of  
**3.3.4** Absence for Certificated Employee #UC-1345, pursuant to Article XX  
**Action:** Approved. **Vote:** Yes-7; No-0; Absent-0.
- 6i** Report Out of Action Taken on Release Probationary Classified  
**3.3.5** Confidential Employee #UCL-505 School Secretary Middle School  
**Action:** Approved. **Vote:** Yes-6; No-1 (Hoffert); Absent-0.
- 6j** Release Probationary Classified Employee #UCL-506 Food Service  
**3.3.6** Worker  
**Action:** Item pulled, no vote taken.

|   |  |
|---|--|
| <b>Minutes:</b>                         | <p><b>7. Approve Regular Minutes of October 22, 2024.</b></p> <p><b>Action:</b> Hawkins, Silcox. <b>Vote:</b> Yes-7; No-0; Absent-0.</p>   |
| <b>Audience:</b>                        | <p>Tammy Hawes, Jenny Hoffman, Stacy Johnson, Michael Bunch, Sam Strube, Amanda Bowman, Bill Maslyar, Heather Reyburn, Barbara Silver, Sophy Reece, Roya Mahidden, Scott Anderson, Jason Noll, Erin Quintana, Bob Brownee, Chris Munger, Albert Strong, Josephine Lim, Kimberly Rieman, Julie Cody, Arghya Chakraverty, Carol Wyant, Marianne Chakraverty, Hannah Hamblin, Francesca Carrillo, Tanner Araujo</p>   |
| <b>Student Rep Reports:</b>             | <p><b>8.1</b> Tracy High School FFA: Tanner Araujo, president, provided information and details regarding FFA courses offered at Tracy High and Hannah Hamblin provided activity highlights. Recent leadership events include the annual pumpkin patch and the opening/closing ceremonies competition where many of their teams placed in the top three with many individual awards. Nine FFA students attended the National FFA Convention in Indiana.</p> <p><b>8.2</b> West High School FFA: Alina Gutierrez and Daniel Vargas shared some exciting events of the year so far. Their Fall festival was open to the community with animals, games and hotdogs. The Annual Degree Night took place November 7 where they awarded nearly 200 Green Hand Degrees. The next event is the local speaking contest at the Delta Valley Speaking Contest. WHS FFA has two fundraisers currently going on; Sees Candy and their poinsettia fundraiser, both of which can both be purchased from their web store.</p>  |
| <b>Recognition &amp; Presentations:</b> | <p><b>9.1 Recognize the Outstanding Employees of the Fall Term for the 2024-25 School Year</b></p> <p>The Board recognized Robert Mate (9-12), Arhgya Chakraverty (6-8), and Julie Cody (K-5) as Outstanding Certificated Employees; Lina Akiki and Nora Torres (9-12), Will Brink (6-8), and Astrid Tamayo (K-5) as Outstanding Classified Employees, and Amanda Bowman as the Outstanding Management Employee of the Fall Term for the 2024-25 school year. They were presented with certificates.</p> <p><b>9.2 Hirsch Elementary School</b></p> <p>Principal Elisavet Barajas along with Sophy Reece, Assistant Principal, shared exciting things going on at Hirsch School including STEM activities, their new STARLAB, and their new Conflict Management Program in which fifth grade students help others resolve conflict during the morning and recess. They receive training from Ms. Reese to help keep the school safe and resolve issues. ILT member Ellen Domingues shared her excitement to learn new strategies with Lesson Studies. During her first year of teaching, she learned a lot of great classroom strategies that she still uses today.</p> <p><b>9.3 Monte Vista Middle School</b></p> <p>Principal, Dr. Barbara Silver, accompanied by Assistant Principal Heather Reyburn, believes one of the most important things at MVMS is their connections. Ms. Carol Wyant and 8<sup>th</sup> grade student Avianna Reece shared a project going on at MVMS. GATE students are partnered with the county classroom to assist with academic challenges. This program began about eight years ago. They spend a half hour every</p> |

two weeks working with their reading buddy. Avianna says it is a great opportunity for the students to make friends and socialize. They read to them to build literary skills and cater to their dislikes and likes by bringing a fun activity every other week. The county students come out of their shell, make connections, and friends. The GATE students are always excited to meet with them. They do activities such as making slime, blowing up balloons, and chemistry projects.

**Information &  
Discussion Items:**

- 10.1 Administrative & Business Services:** None.
- 10.2 Educational Services:**
- 10.2.1 Learning Recovery Educational Block Grant for TUSD and Tracy Charter School** Dr. Michael Bunch, Director of Continuous Improvement, State and Federal Programs, provided a brief snapshot of the LREBG grant. It was established as a response to COVID 19 to minimize learning loss. The funds must address specific opportunities such as increased instructional time, conducting needs assessments and access to credit recovery. The timeline to spend these funds is through June 30, 2028. Tracy Charter gets its own apportionment of block grant funds. The Charter began expending their funds in the 23/24 school year and are slated to spend the final portion next year. As the district moves forward, a needs assessment is required to show how we intend to use these dollars; this information is included in the LCAP.

**Hearing of  
Delegations**

11. Josephine Lim was a Food Service Worker at Kimball High School. She feels circumstances leading to her dismissal were illegal. Recently she encountered repeated mistreatment without being given a chance to explain. She had noticed a concern that could lead to cross contamination and later was shouted at and criticized for the way she does her work.

**Public Hearing:**

- 12.1 Administrative & Business Services:** None.

**Consent Items:**

- 13. Board approval of any agenda item requiring insurance is conditioned upon receipt of appropriate insurance by Tracy Unified. Action:** Kahlon, 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** Approve Revolving Cash Fund Reports (September 2024)
- 13.1.3** Approve Accounts Payable Warrants (September 2024) (Separate Cover)
- 13.1.4** Approve Payroll Reports (September 2024)
- 13.1.5** Accept and Review the Status of School Connected Organization/ Booster Club Applications Submitted for the 2024/25 School Year
- 13.1.6** 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

**13.2 Educational Services:**

- 13.2.1** Approve Agreement for Overnight Travel for the West High School Cross Country Team and Advisors to attend CIF State Cross Country Championships at Woodward Park in Fresno, CA on November 29-30, 2024
- 13.2.2** Approve Agreement for Contract Services Between World of Wonders Science Museum and Villalovoz Elementary School for the 2024-2025 School Year
- 13.2.3** Approve Agreement for Contract Services Between Quest Science Center and South/West Park Elementary School for the 2024-2025 School Year
- 13.2.4** Ratify Agreement for Special Contract Services with Speech Therapy & Accent Group for an Independent Education Evaluation (IEE) for the 2024-2025 School Year
- 13.2.5** Approve and/or Ratify Routine Agreements which meet the Criteria for Placement on the Consent Agenda
- 13.2.6** Approve Overnight Travel for Tracy High School Grad Night Senior Celebration Event to Disneyland in Anaheim, CA on May 12–13, 2025
- 13.2.7** Approve Purchases of Amazon Materials to Provide Enhanced STEM Education to TUSD Students Through the TUSD/Boys and Girls Clubs After-school Programs ELOP Grant
- 13.2.8** Approve Purchases of iPad mini and COWs for Bioblitz to Provide Enhanced STEM Education to TUSD Students Through the TUSD/Boys and Girls Clubs After-school Programs ELOP Grant
- 13.2.9** Approve Purchases of Lakeshore Magnet Kits to Provide Enhanced STEM Education to TUSD Students Through the TUSD/Boys and Girls Clubs After-school Programs ELOP Grant
- 13.2.10** Approve Hirsch Elementary Title I Parent and Family Engagement Policy for the 2024-2025 School Year

**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
- 13.3.3** Approve Speech-Language Pathologist Fieldwork with Midwestern University

**Action Items:**

**14.1 Administrative & Business Services:**

- 14.1.1** Adopt Revised Board Policy and Administrative Regulation 3311 Bids (First Reading)

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

- 14.1.2** Adopt New Board Policy and Administrative Regulation 7214 General Obligation Bonds (First Reading)

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

**14.2 Educational Services:** None.

**14.3 Human Resources:**

- 14.3.1** Adopt Resolution No. 24-08 Authorizing Teachers to Teach Outside Their Credential Authorizations

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

- 14.3.2** Approve Revised Job Description for Parent Liaison  
**Action:** Alexander, Kahlon. **Vote:** Yes-7; No-0; Absent-0.
- 14.3.3** Approve the Instructional Calendars for 2025-2026, 2026-2027, 2027-2028  
**Action:** Hawkins, Alexander. **Vote:** Yes-7; No-0; Absent-0.

**Board Reports:**

Trustee Kahlon was appointed to this role over a year ago and has enjoyed every moment of it, she was privileged to advocate for the students and staff. Although votes are still being counted, she would like to thank the board for their support. Trustee Hoffert thanked everyone for coming. He attended Kimball's Wizard of Oz performance; he really enjoyed it. The last four years have been an experience; he accomplished a lot. During the pandemic he helped pass a policy that allowed the late fees to be waived. The happiest thing he's done was to name the Kimball High theater after his teacher Ms. Neylan. He feels, when we release employees, we do not give enough consideration to what is being said, some is justified, but we do need to ask more questions. Trustee Fagin appreciates everyone's support and extended congratulations to Trustee Abercrombie on his election to City Council. He has enjoyed working with him. It has been a pleasure having him and Trustees Kahlon and Hoffert on his team. Trustee Alexander enjoyed working with the outgoing trustees as well. She wishes them ongoing success. Trustee Hawkins wishes them the best. He hopes they can put together another staff like they have now. It will be different. He feels the school district is going through a lot of things right now and we need to be ready. Trustee Silcox sees there are a lot of people trying to do the right thing. Whether we agree or not, people have good intentions. He commends all that are here putting their efforts in. Trustee Abercrombie first congratulated tonight's recognized employees and shared that Brighter Christmas will be at the Boys and Girls Club at 9 am if anyone would like to volunteer. Blankets would be a plus this year. Please visit the website [Brighterchristmas.org](http://Brighterchristmas.org). It's been six years for him on the board. He survived getting through COVID but the best thing to be a part of was selecting and hiring Dr. Pecot as the Superintendent. He appreciates all staff he has worked with; the Assistant Superintendents, Principals, Teachers, and Classified staff. He will keep fighting for TUSD.

**Superintendent Report:**

Dr. Pecot extended congratulations to Trustee Abercrombie for being elected to the City Council. He appreciated the service on the board from Trustee Hoffert and Trustee Kahlon. He wishes them the best of luck in their futures. They have good hearts and are serving in the right capacity.

**Adjourn: 8:11 PM**

\_\_\_\_\_  
 Clerk

\_\_\_\_\_  
 Date





# **BUSINESS SERVICES MEMORANDUM**

**TO:** Dr. Rob Pecot, Superintendent  
**FROM:** Tania Salinas, Assoc Supt of Business Services  
**DATE:** November 26, 2024  
**SUBJECT:** Approve Accounts Payable Warrants (October 2024)

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

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

**FUNDING:** N/A.

**RECOMMENDATION:** Approve Accounts Payable Warrants (October 2024).

**Prepared by:** Lori Nelson, Director of Financial Services.



# **BUSINESS SERVICES MEMORANDUM**

**TO:** Dr. Rob Pecot, Superintendent  
**FROM:** Tania Salinas, Assoc Supt of Business Services  
**DATE:** November 26, 2024  
**SUBJECT:** Approve Payroll Reports (October 2024)

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

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

**FUNDING:** N/A.

**RECOMMENDATION:** Approve Payroll Reports (October 2024).

**Prepared by:** Lori Nelson, Director of Financial Services.

Pay Date 10/10/2024

Fund 01

## LABOR DISTRIBUTION FOR EMPLOYEE SUMMARY

| Fund | 01 | SACS Object                | Amount            |                               |
|------|----|----------------------------|-------------------|-------------------------------|
|      |    | 1100                       | 614,501.82        | Teachers' Salaries            |
|      |    | 1200                       | 1,024.93          | Cert Pupil Support Salaries   |
|      |    | 1300                       | 808.00            |                               |
|      |    | 1900                       | 1,322.92          | Other Certificated Salaries   |
|      |    | 2100                       | 48,454.72         | Instructional Aides' Salaries |
|      |    | 2200                       | 189,340.51        | Classified Support Salaries   |
|      |    | 2300                       | 0.00              | Class Suprvsrs' & Admins' Sal |
|      |    | 2400                       | 23,643.31         | Clerical & Office Salaries    |
|      |    | 2900                       | 11,085.99         | Other Classified Salaries     |
|      |    | <b>Total Labor</b>         | <b>890,182.20</b> |                               |
| Fund | 01 | SACS Object                | Amount            |                               |
|      |    | 3101                       | 78,468.71         | STRS On 1000 Salaries         |
|      |    | 3201                       | 0.00              | PERS On 1000 Salaries         |
|      |    | 3202                       | 9,935.57          | PERS On 2000 Salaries         |
|      |    | 3301                       | 12,027.11         |                               |
|      |    | 3302                       | 16,909.79         |                               |
|      |    | 3501                       | 309.07            | State Unemploy On 1000 Salary |
|      |    | 3502                       | 135.87            | State Unemploy On 2000 Salary |
|      |    | 3601                       | 10,287.93         | Worker'S Comp Ins On 1000 Sal |
|      |    | 3602                       | 4,539.14          | Worker'S Comp Ins On 2000 Sal |
|      |    | <b>Total Contributions</b> | <b>132,613.19</b> |                               |
| Fund | 09 | SACS Object                | Amount            |                               |
|      |    | 2400                       | 959.08            | Clerical & Office Salaries    |
|      |    | <b>Total Labor</b>         | <b>959.08</b>     |                               |
| Fund | 09 | SACS Object                | Amount            |                               |
|      |    | 3202                       | 103.78            | PERS On 2000 Salaries         |
|      |    | 3302                       | 73.37             |                               |
|      |    | 3502                       | 0.48              | State Unemploy On 2000 Salary |
|      |    | 3602                       | 15.97             | Worker'S Comp Ins On 2000 Sal |
|      |    | <b>Total Contributions</b> | <b>193.60</b>     |                               |
| Fund | 11 | SACS Object                | Amount            |                               |
|      |    | 1100                       | 8,430.06          | Teachers' Salaries            |
|      |    | 1200                       | 1,024.93          | Cert Pupil Support Salaries   |
|      |    | 2100                       | 929.45            | Instructional Aides' Salaries |
|      |    | 2400                       | 651.28            | Clerical & Office Salaries    |
|      |    | <b>Total Labor</b>         | <b>11,035.72</b>  |                               |
| Fund | 11 | SACS Object                | Amount            |                               |
|      |    | 3101                       | 1,657.67          | STRS On 1000 Salaries         |
|      |    | 3202                       | 251.42            | PERS On 2000 Salaries         |
|      |    | 3301                       | 137.10            |                               |
|      |    | 3302                       | 120.93            |                               |
|      |    | 3501                       | 4.73              | State Unemploy On 1000 Salary |
|      |    | 3502                       | 0.79              | State Unemploy On 2000 Salary |
|      |    | 3601                       | 157.50            | Worker'S Comp Ins On 1000 Sal |
|      |    | 3602                       | 26.33             | Worker'S Comp Ins On 2000 Sal |
|      |    | <b>Total Contributions</b> | <b>2,356.47</b>   |                               |

|         |                            |                  |                               |
|---------|----------------------------|------------------|-------------------------------|
| Fund 12 | <b>SACS Object</b>         | <b>Amount</b>    |                               |
|         | 1100                       | 128.26           | Teachers' Salaries            |
|         | 2100                       | 6,539.15         | Instructional Aides' Salaries |
|         | <b>Total Labor</b>         | <b>6,667.41</b>  |                               |
| Fund 12 | <b>SACS Object</b>         | <b>Amount</b>    |                               |
|         | 3101                       | 13.36            | STRS On 1000 Salaries         |
|         | 3102                       | 22.33            | STRS On 2000 Salaries         |
|         | 3202                       | 1,249.48         | PERS On 2000 Salaries         |
|         | 3301                       | 5.47             |                               |
|         | 3302                       | 437.81           |                               |
|         | 3501                       | 0.07             | State Unemploy On 1000 Salary |
|         | 3502                       | 3.27             | State Unemploy On 2000 Salary |
|         | 3601                       | 2.14             | Worker'S Comp Ins On 1000 Sal |
|         | 3602                       | 108.92           | Worker'S Comp Ins On 2000 Sal |
|         | <b>Total Contributions</b> | <b>1,842.85</b>  |                               |
|         |                            |                  |                               |
| Fund 13 | <b>SACS Object</b>         | <b>Amount</b>    |                               |
|         | 2200                       | 25,599.05        | Classified Support Salaries   |
|         | 2400                       | 635.60           | Clerical & Office Salaries    |
|         | <b>Total Labor</b>         | <b>26,234.65</b> |                               |
| Fund 13 | <b>SACS Object</b>         | <b>Amount</b>    |                               |
|         | 3202                       | 3,203.99         | PERS On 2000 Salaries         |
|         | 3302                       | 1,565.93         |                               |
|         | 3502                       | 13.07            | State Unemploy On 2000 Salary |
|         | 3602                       | 436.98           | Worker'S Comp Ins On 2000 Sal |
|         | <b>Total Contributions</b> | <b>5,219.97</b>  |                               |

Pay Date 10/31/2024

Fund 01

## LABOR DISTRIBUTION FOR EMPLOYEE SUMMARY

| Fund | 01 | SACS Object                | Amount               |                               |
|------|----|----------------------------|----------------------|-------------------------------|
|      |    | 1100                       | 5,690,943.24         | Teachers' Salaries            |
|      |    | 1200                       | 711,035.16           | Cert Pupil Support Salaries   |
|      |    | 1300                       | 695,926.79           | Cert Suprvrs' & Admins' Sal   |
|      |    | 1900                       | 184,500.66           | Other Certificated Salaries   |
|      |    | 1999                       | 0.00                 | 1000 Salary Payroll Errors    |
|      |    | 2100                       | 740,035.14           | Instructional Aides' Salaries |
|      |    | 2200                       | 1,204,858.00         | Classified Support Salaries   |
|      |    | 2300                       | 295,137.58           | Class Suprvrs' & Admins' Sal  |
|      |    | 2400                       | 627,629.58           | Clerical & Office Salaries    |
|      |    | 2900                       | 52,878.98            | Other Classified Salaries     |
|      |    | <b>Total Labor</b>         | <b>10,202,945.13</b> |                               |
| Fund | 01 | SACS Object                | Amount               |                               |
|      |    | 3101                       | 1,331,269.32         | STRS On 1000 Salaries         |
|      |    | 3102                       | 13,315.54            | STRS On 2000 Salaries         |
|      |    | 3201                       | 79,847.45            | PERS On 1000 Salaries         |
|      |    | 3202                       | 756,828.88           | PERS On 2000 Salaries         |
|      |    | 3301                       | 116,415.25           |                               |
|      |    | 3302                       | 210,966.94           |                               |
|      |    | 3401                       | 637,647.70           |                               |
|      |    | 3402                       | 346,909.12           |                               |
|      |    | 3501                       | 3,641.42             | State Unemploy On 1000 Salary |
|      |    | 3502                       | 1,459.38             | State Unemploy On 2000 Salary |
|      |    | 3601                       | 121,296.02           | Worker'S Comp Ins On 1000 Sal |
|      |    | 3602                       | 48,644.41            | Worker'S Comp Ins On 2000 Sal |
|      |    | 3701                       | 66,876.71            |                               |
|      |    | 3702                       | 29,277.06            |                               |
|      |    | 3901                       | 164.36               |                               |
|      |    | <b>Total Contributions</b> | <b>3,764,559.56</b>  |                               |
| Fund | 09 | SACS Object                | Amount               |                               |
|      |    | 1100                       | 177,997.73           | Teachers' Salaries            |
|      |    | 1200                       | 11,798.12            | Cert Pupil Support Salaries   |
|      |    | 1300                       | 11,233.18            | Cert Suprvrs' & Admins' Sal   |
|      |    | 2100                       | 1,294.24             | Instructional Aides' Salaries |
|      |    | 2400                       | 15,325.29            | Clerical & Office Salaries    |
|      |    | <b>Total Labor</b>         | <b>217,648.56</b>    |                               |
| Fund | 09 | SACS Object                | Amount               |                               |
|      |    | 3101                       | 37,882.63            | STRS On 1000 Salaries         |
|      |    | 3202                       | 4,495.57             | PERS On 2000 Salaries         |
|      |    | 3301                       | 2,728.75             |                               |
|      |    | 3302                       | 1,244.13             |                               |
|      |    | 3401                       | 15,102.38            |                               |
|      |    | 3402                       | 2,889.60             |                               |
|      |    | 3501                       | 100.54               | State Unemploy On 1000 Salary |
|      |    | 3502                       | 8.31                 | State Unemploy On 2000 Salary |
|      |    | 3601                       | 3,348.34             | Worker'S Comp Ins On 1000 Sal |
|      |    | 3602                       | 276.82               | Worker'S Comp Ins On 2000 Sal |
|      |    | <b>Total Contributions</b> | <b>68,077.07</b>     |                               |
| Fund | 11 | SACS Object                | Amount               |                               |
|      |    | 1100                       | 29,474.43            | Teachers' Salaries            |
|      |    | 1200                       | 9,399.14             | Cert Pupil Support Salaries   |
|      |    | 1300                       | 13,059.82            | Cert Suprvrs' & Admins' Sal   |
|      |    | 2100                       | 4,956.82             | Instructional Aides' Salaries |
|      |    | 2400                       | 10,609.26            | Clerical & Office Salaries    |

|                |                            |                   |                               |
|----------------|----------------------------|-------------------|-------------------------------|
|                | <b>Total Labor</b>         | <b>67,499.47</b>  |                               |
| <b>Fund 11</b> | <b>SACS Object</b>         | <b>Amount</b>     |                               |
|                | 3101                       | 9,919.29          | STRS On 1000 Salaries         |
|                | 3202                       | 4,210.61          | PERS On 2000 Salaries         |
|                | 3301                       | 708.03            |                               |
|                | 3302                       | 1,140.79          |                               |
|                | 3401                       | 3,686.22          |                               |
|                | 3402                       | 2,448.68          |                               |
|                | 3501                       | 25.96             | State Unemploy On 1000 Salary |
|                | 3502                       | 7.77              | State Unemploy On 2000 Salary |
|                | 3601                       | 865.02            | Worker'S Comp Ins On 1000 Sal |
|                | 3602                       | 259.26            | Worker'S Comp Ins On 2000 Sal |
|                | <b>Total Contributions</b> | <b>23,271.63</b>  |                               |
| <b>Fund 12</b> | <b>SACS Object</b>         | <b>Amount</b>     |                               |
|                | 2100                       | 46,405.29         | Instructional Aides' Salaries |
|                | 2300                       | 3,051.41          | Class Suprvrs' & Admins' Sal  |
|                | 2400                       | 1,884.73          | Clerical & Office Salaries    |
|                | <b>Total Labor</b>         | <b>51,341.43</b>  |                               |
| <b>Fund 12</b> | <b>SACS Object</b>         | <b>Amount</b>     |                               |
|                | 3102                       | 599.90            | STRS On 2000 Salaries         |
|                | 3202                       | 10,389.10         | PERS On 2000 Salaries         |
|                | 3302                       | 3,331.55          |                               |
|                | 3402                       | 2,495.78          |                               |
|                | 3502                       | 25.65             | State Unemploy On 2000 Salary |
|                | 3602                       | 855.17            | Worker'S Comp Ins On 2000 Sal |
|                | <b>Total Contributions</b> | <b>17,697.15</b>  |                               |
| <b>Fund 13</b> | <b>SACS Object</b>         | <b>Amount</b>     |                               |
|                | 2200                       | 204,283.18        | Classified Support Salaries   |
|                | 2300                       | 49,360.40         | Class Suprvrs' & Admins' Sal  |
|                | 2400                       | 20,111.62         | Clerical & Office Salaries    |
|                | <b>Total Labor</b>         | <b>273,755.20</b> |                               |
| <b>Fund 13</b> | <b>SACS Object</b>         | <b>Amount</b>     |                               |
|                | 3202                       | 67,592.49         | PERS On 2000 Salaries         |
|                | 3302                       | 19,768.27         |                               |
|                | 3402                       | 21,468.85         |                               |
|                | 3502                       | 136.91            | State Unemploy On 2000 Salary |
|                | 3602                       | 4,559.70          | Worker'S Comp Ins On 2000 Sal |
|                | <b>Total Contributions</b> | <b>113,526.22</b> |                               |



# BUSINESS SERVICES MEMORANDUM

**TO:** Dr. Rob Pecot, Superintendent  
**FROM:** Tania Salinas, Assoc Supt of Business Services  
**DATE:** November 26, 2024  
**SUBJECT:** Approve Revolving Cash Fund Reports (October 2024)

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

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

**FUNDING:** N/A.

**RECOMMENDATION:** Approve Revolving Cash Fund Reports (October 2024).

**Prepared by:** Lori Nelson, Director of Financial Services.



11/26/24

**TUSD**  
**REVOLVING CASH FUND**  
**October 2024**

| Date       | Num   | Name                    | Memo                          | Paid Amou... |
|------------|-------|-------------------------|-------------------------------|--------------|
| 10/03/2024 | 10... | CALIFORNIA DEPT ...     | L0028167522 Account 057-...   |              |
|            |       |                         | 01-0723-0-1110-3600-4300-8... | -161.04      |
| TOTAL      |       |                         |                               | -161.04      |
| 10/03/2024 | 10... | CALIFORNIA DEPA...      | PO25-00412 E.Silva Testing    |              |
|            |       |                         | 01-0723-0-1110-3600-5800-8... | -500.00      |
| TOTAL      |       |                         |                               | -500.00      |
| 10/03/2024 | 10... | CALIFORNIA DEPT ...     | L0028167522 Account 057-...   |              |
|            |       |                         | 01-0723-0-1110-3600-4300-8... | -161.04      |
| TOTAL      |       |                         |                               | -161.04      |
| 10/14/2024 | 10... | Society for Human ...   | Conf 12-4-24 HR E. Quintan... |              |
|            |       |                         | 01-0000-0-0000-7400-5200-8... | -275.00      |
| TOTAL      |       |                         |                               | -275.00      |
| 10/18/2024 | 10... | Californians Dedicat... | reissue 10618542              |              |
|            |       |                         | 01-0709-0-1110-2140-5200-2... | -475.00      |
| TOTAL      |       |                         |                               | -475.00      |
| 10/18/2024 | 10... | Rianne Mendiola         | Coaching Stipend 10-10-24 ... |              |
|            |       |                         | 01-0000-0-1131-4200-2101-7... | -616.52      |
| TOTAL      |       |                         |                               | -616.52      |
| 10/25/2024 | 10... | Forum Music Festiv...   | REQ25-00927 Deposit invoi...  |              |
|            |       |                         | 01-6770-0-1110-1000-5800-1... | -120.00      |
| TOTAL      |       |                         |                               | -120.00      |
| 10/25/2024 | 10... | Forum Music Festiv...   | REQ25-00927 Bus Deposit i...  |              |
|            |       |                         | 01-6770-0-1110-1000-5800-1... | -897.00      |
| TOTAL      |       |                         |                               | -897.00      |
| 10/30/2024 | 10... | Parr Center for Ethics  | PO25-01738 THS Ethics Bowl    |              |
|            |       |                         | 01-0000-0-1110-1000-5800-6... | -175.00      |
| TOTAL      |       |                         |                               | -175.00      |
| 10/31/2024 | 10... | Venture Academy         | KHS PO25-01743 Admin & ...    |              |
|            |       |                         | 01-7010-0-1110-1000-5800-7... | -855.00      |
| TOTAL      |       |                         |                               | -855.00      |



## **BUSINESS SERVICES MEMORANDUM**

**TO:** Dr. Robert Pecot, Superintendent  
**FROM:** Tania Salinas, Assoc. Supt. of Business Services  
**DATE:** December 4, 2024  
**SUBJECT:** **Accept the Generous Donations from the Various Individuals, Businesses, and School Site Parent Teacher Associations Listed Herein with Thanks and Appreciation from the Staff and Students of the Tracy Unified School District**

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

### **Donations Received by Tracy High School / Tracy Unified School District:**

1. Good Samaritan Community Services of San Joaquin: \$4,100.00 (Check #5335). This donation is designated for Tracy High School's Leadership (ASB) account.
2. Mercedes-Benz of El Dorado Hills: \$2,000.00 (Check #506572). This donation is designated for Boys' Basketball Teams.
3. Vasuki Nijagal: \$1,000.00 (Check #1388). This donation is designated for the Nijagal Family Scholarship Federation.

### **Donations Received by Kimball High School / Tracy Unified School District:**

1. Sonia Bradley: \$1,500.00 (Check #1047). This donation is designated for new uniforms and other items needed for teams.
2. Tracy African American Association: \$600.00 (Check #2493). This donation is designated to support snacks for BSU activities.
3. Next Level Sports LLC: \$1,100.00 (Check #9906254273). This donation is designated for new uniforms and other items needed for Girl's Basketball Teams.

### **Donations Received by Tracy Unified School District / District Office:**

1. Tracy Golden Agers: Total donation value of \$1,500.00.

- Walmart Gift Cards: \$1,000.00 (10 cards at \$100 each)
  - Burger King Gift Cards: \$150.00 (6 cards at \$25 each)
  - McDonald's Gift Cards: \$200.00 (8 cards at \$25 each)
  - Taco Bell Gift Cards: \$150.00 (6 cards at \$25 each)
- Walmart gift cards will be used to purchase emergency clothing, school supplies, hygiene products, and other essential items to support homeless youth. The fast-food gift cards will provide emergency meals for the homeless and foster youth.

**Donations Received by Tracy Unified School District / West High School:**

1. Leprino Foods: \$500.00 (Check #1010169665). This donation is designated for Boys' Soccer supplies.
2. Lorena Rios: \$500.00 (Check #1681). This donation is designated for Boys' Basketball.

**Donations Received by Tracy Unified School District / Monte Vista Middle School:**

1. Applebee's (Apple Cal, UC) Stuff the Bus School Supply Fundraiser: \$1,371.46 (Check #0301702). This donation is designated to support Monte Vista with school supplies and other necessary items.

**Donations Received by Tracy Unified School District / Central Elementary School:**

1. Gregory Bisbee (Nephew of Char Bisbee): \$500.00 (Check #1195). This donation is designated to be divided among the three kindergarten classrooms to purchase materials and supplies.

**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.



## BUSINESS SERVICES MEMORANDUM

**TO:** Dr. Robert Pecot, Superintendent  
**FROM:** Tania Salinas, Assoc. Supt. of Business Services  
**DATE:** December 3, 2024  
**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 of Business Services.

**BUSINESS SERVICES  
FACILITIES DEVELOPMENT DEPARTMENT  
SUMMARY OF SERVICES  
December 17, 2024**

**A.**

|                  |  |
|------------------|--|
| Vendor:          | TK Elevator Corporation  |
| Sites:           | Central  |
| Item:            | Repair Work Order  |
| Services:        | TK Elevator will provide labor and materials to replace the hydraulic jack packing on the Central Elementary Elevator. |
| Cost:            | \$24,718.46  |
| Project Funding: | General Fund/Maintenance   |

**B.**

|                  |                         |
|------------------|-------------------------|
| Vendor:          | The Sign Guys           |
| Sites:           | West High School        |
| Item:            | EMC Display Clock Tower |
| Services:        | Proposal                |
| Cost:            | \$19,863.37             |
| Project Funding: | Fund 14                 |

**C.**

|                  |   |
|------------------|---|
| Vendor:          | Cumming Group   |
| Sites:           | West High School                                      |
| Item:            | Contract  |
| Services:        | Construction manager services for Agriculture Project |
| Cost:            | Not to exceed \$165,360.00                            |
| Project Funding: | General Fund/Facilities                               |

**D.**

|                  |                           |
|------------------|---------------------------|
| Vendor:          | Insidesource              |
| Sites:           | Hirsch Elementary School  |
| Item:            | Hirsch Library Furnishing |
| Services:        | Proposal                  |
| Cost:            | \$115,422.00              |
| Project Funding: | Fund 25/Facilities Fund   |

**E.**

|                  |                                 |
|------------------|---------------------------------|
| Vendor:          | Opening Technologies            |
| Sites:           | Various Sites                   |
| Item:            | Second Phase of Intercom System |
| Services:        | Proposal                        |
| Cost:            | \$305,000.00                    |
| Project Funding: | Fund 14                         |

**F.**

|                  |  |
|------------------|--|
| Vendor:          | Knowledge Saves Lives                    |
| Sites:           | Various Sites                            |
| Item:            | Emergency and Safety Consulting Services |
| Services:        | Contract                                 |
| Cost:            | \$189,845.00                             |
| Project Funding: | General Fund/Facilities Fund             |

**G.**

|                  |                       |
|------------------|-----------------------|
| Vendor:          | Insidesource          |
| Sites:           | Poet-Christian School |
| Item:            | Music Room Furnishing |
| Services:        | Proposal              |
| Cost:            | \$89,961.64           |
| Project Funding: | ELOP Grant            |

**H.**

|                  |                         |
|------------------|-------------------------|
| Vendor:          | Insidesource            |
| Sites:           | Kimball High School     |
| Item:            | Library Furnishing      |
| Services:        | Proposal                |
| Cost:            | \$269,375.00            |
| Project Funding: | Fund 25/Facilities Fund |

**I.**

|                  |                         |
|------------------|-------------------------|
| Vendor:          | Insidesource            |
| Sites:           | Williams Middle School  |
| Item:            | Library Furnishing      |
| Services:        | Proposal                |
| Cost:            | \$201,395.00            |
| Project Funding: | Fund 25/Facilities Fund |

**J.**

|                  |   |
|------------------|---|
| Vendor:          | Keenan & Associates   |
| Sites:           | Tracy Unified School District                               |
| Item:            | 2024-25 Relief Inspection Program (Site Inspection Program) |
| Services:        | Agreement-Site Inspection                                   |
| Cost:            | \$8,887.00  |
| Project Funding: | Environmental Compliance                                    |

**K.**

|                  |                                     |
|------------------|-------------------------------------|
| Vendor:          | Miracle Play Structure Play Systems |
| Sites:           | North Pre-School                    |
| Item:            | Play structure                      |
| Services:        | Proposal                            |
| Cost:            | \$158,703.92                        |
| Project Funding: | CSPP                                |

**L.**

|                  |                                 |
|------------------|---------------------------------|
| Vendor:          | Uline                           |
| Sites:           | Monte Vista Boys and Girls Club |
| Item:            | Heavy Duty                      |
| Services:        | Proposal                        |
| Cost:            | \$5,880.00                      |
| Project Funding: | ELOP                            |

**M.**

|                  |   |
|------------------|---|
| Vendor:          | Inventive Resources                                 |
| Sites:           | District Service Center Yard                        |
| Item:            | Filter cartridges replacement for our storm drains. |
| Services:        | Proposal  |
| Cost:            | \$4,931.97  |
| Project Funding: | Environmental Compliance                            |





# BUSINESS SERVICES MEMORANDUM

**TO:** Dr. Rob Pecot, Superintendent  
**FROM:** Tania Salinas, Assoc Supt of Business Services  
**DATE:** December 3, 2024  
**SUBJECT:** **Authorize Associate Superintendent of Business Services to Enter into Agreement to Dispose of Damaged, Obsolete, and Surplus Furniture, Computers, and Equipment through Disposal Service**

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

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

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

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

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

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

Or

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

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

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

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

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

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

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

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

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

**RECOMMENDATION:** Authorize the Associate Superintendent of Business Services to Enter into Agreement to Dispose of Damaged, Obsolete, and Surplus Furniture, Computers, and Equipment through Disposal Service.

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

E-WASTE INVENTORY November 29, 2024

| ITEM             | ESTIMATED<br>QUANTITY |
|------------------|-----------------------|
| Monitors         | 138                   |
| Computers        | 696                   |
| Printers         | 7                     |
| TV's             | 10                    |
| Projectors       | 94                    |
| Document Cameras | 7                     |



## BUSINESS SERVICES MEMORANDUM

**TO:** Dr. Rob Pecot, Superintendent  
**FROM:** Tania Salinas, Associate Superintendent of Business Services  
**DATE:** December 09, 2024  
**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 Meeting Date | Board Approval Required Vendor Name  | Insurance Expiration |
|--------------------|--|----------------------|
| 12/17/2024         | Happy and Fun Lifestyle LLC - Author visit and son with SEL Books, Shows names : Unicorn Jazz Books, Stories and Songs by Lisa Caprelli, Lisa Caprelli Endorf, authorlisacaprelli@gmail.com, 949-677-8288<br>CONTRACT REQUIRED PRIOR TO OCCURRENCE | 9/4/2025             |

To that end, the above list of vendors have 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 attached summary of requisitions.

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

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



# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Robert Pecot, Superintendent  
**FROM:** Dr. Zachary Boswell, Associate Superintendent of Educational Services  
**DATE:** November 7, 2024  
**SUBJECT:** **Approve Overnight Travel for Athletic Directors from Tracy High School, Kimball High School, and West High School to attend the California State Athletic Directors Association (CSADA) Conference in Reno, Nevada March 11-15, 2025**

**BACKGROUND:** Athletic Directors from Kimball High School, Tracy High School and West High School and a West High School Assistant Principal will travel to Reno, NV to attend the CSADA Conference March 11-15, 2025.

**RATIONALE:** CSADA's mission is to create an athletic directors' educational organization to help increase the professionalism, knowledge, and consistency of Athletic Directors in schools throughout California. This conference will allow Tracy Unified Athletic Directors to meet and share ideas with colleagues from all areas of California through in-service programs and speakers.

**FUNDING:** Student Services will be funding the CSADA conference for each high school Athletic Director and up to 1 assistant principal to attend (not to exceed \$10,000.00).

**RECOMMENDATION:** Approve Overnight Travel for Athletic Directors from Tracy High School, Kimball High School, and West High School to attend the California State Athletic Directors Association (CSADA) Conference in Reno, Nevada March 11-15, 2025.

**Prepared by:** Mr. Gary Henderson, Merrill F. West High School Principal.



## EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Robert Pecot, Superintendent  
**FROM:** Dr. Zachary Boswell, Associate Superintendent of Educational Services  
**DATE:** November 12, 2024  
**SUBJECT:** **Approve Out-of-State Travel to Phoenix AZ for the Special Education Director to attend the LRP National Institute 2025 Conference**

**BACKGROUND:** This conference is geared toward special education leaders who support student achievement and optimize resources and enhance organizational outcomes. Special education directors will get the latest strategies to approach discipline and student mental health under federal laws.

**RATIONALE:** With your approval to attend the LRP National Institute 2025 Conference, new information, resources, and the latest best practices that support district strategies Goal #3: Apply fiscal, operational and community resources to ensure a safe learning environment that supports staff and student goals.

**FUNDING:** Conference admission, lodging and transportation costs will total approximately \$3,800. The entire cost has been budgeted through account string 01-6500-0-5750-2140-5200-800-2542.

**RECOMMENDATION:** Approve Out-of-State Travel to Phoenix AZ for the Special Education Director to attend the LRP National Institute 2025.

**Prepared by:** Jason Davis, Director of Special Education.





# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Robert Pecot  
**FROM:** Dr. Zachary Boswell, Associate Superintendent of Educational Services  
**DATE:** October 24, 2024  
**SUBJECT:** Approve Agreement for Contract Services between Hola Language Services and TUSD for the 2024-2025 School Year

**BACKGROUND:** The Tracy Unified School District (TUSD) has had an increase in students who need translation services for Special Education Programs and meetings. The language in the meetings is very precise and specific. Hola Language Services provides a two-day intense training on the language and specifications of IEP meetings.

**RATIONALE:** The California Department of Education has listed *Hola Language Services (HLS)* as a recommended trainer for translating and interpreting in its “Quality Indicators of Translation and Interpretation in the K-12 School Setting” document. Tracy Unified translators will greatly benefit from this training.

**FUNDING:** The total cost for Hola Services will not exceed \$6,000. Services will be paid with Unrestricted General Funds.

**RECOMMENDATION:** Approve Agreement for Contract Services between Hola Language Services and TUSD for the 2024-2025 School Year.

**Prepared by:** Jason Noll, Director of Students Services.

# TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

## AGREEMENT FOR SPECIAL CONTRACT SERVICES

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

1. Contractor shall perform the following duties: In-person training at TUSD for two days (12 hours of total instruction)  
Leslie Padilla-Williams will be the master facilitator for training.  
The Interpreting IEP Meetings (Eng-Spa) workshop includes the  
materials, professional fees and travel expense.
- 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 two (2) [ ] HOURS [X] DAYS, under the terms of this agreement at the following location \_\_\_\_\_.
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
  - a. District shall pay \$6,000.00 per [ ] HOUR [ ] DAY [X] FLAT RATE, not to exceed a total of \$6,000.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
  - b. District [ ] SHALL [X] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$\_\_\_\_\_ for the term of this agreement.
  - c. District shall make payment on a [ ] MONTHLY PROGRESS BASIS [X] SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. 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 1/01/2025, and shall terminate on 3/01/2025.
5. This agreement may be terminated at any time during the term by either party upon 30 days' written notice of termination delivered by certified mail, return receipt requested.

6. Amendments, changes or modifications in the terms of this Agreement may only be made at any time by mutual written agreement between the parties hereto and shall be signed by the persons authorized to bind the parties hereto.
7. Contractor shall contact the District's designee, Pia De Rosa, at (209) 830-3280 ext. 1602 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:**

11.13.2024  
Contractor Signature Title  
550-77-6758  
IRS Identification Number  
Executive Director  
Title  
1305 Hedges Rd.  
Address  
Oceanside, CA 92056

Tracy Unified School District

Date

Account Number to be Charged

Department/Site Approval

Budget Approval

Date Approved by the Board



1305 HODGES RD.  
OCEANSIDE, CA 92056  
(877) 465-2526

WWW.HOLALANG.COM

May 2, 2024

## PROPOSAL

**Attention:** Jason Davis, Director of Special Education  
Jason Noll, Director of Student Services & Curriculum .

I am pleased to furnish Tracy Unified School District (TUSD) with this proposal to present the following bilingual staff development workshop: *Interpreting IEP Meetings (ENG/SPA)*.

The California Department of Education has listed *Hola Language Services (HLS)* as a recommended trainer for translating and interpreting in its "Quality Indicators of Translation and Interpretation in the K-12 School Setting" document.

We would happily furnish TUSD with references from school districts near your area where we have successfully provided the Interpreting IEP Meetings training. Please visit [www.holalang.com](http://www.holalang.com) for a list of clients.

### SCOPE OF SERVICES: Provide the following staff development workshop:

In-person training at TUSD for two days (12 hours of total instruction). Leslie Padilla-Williams will be the master facilitator for training. The *Interpreting IEP Meetings (Eng-Spa)* workshop includes the following topics. Topics may be modified depending on the participants' language skills in English and Spanish.

- Getting it Right: Differences Between Translating and Interpreting
- Rights to Translation and Interpretation of NEN or LEP Speaking Parents in Special Education Settings
- Preparing to Interpret an IEP Meeting (Initial, Annual, Triennial)
  - Gathering Materials to Study
  - Avoiding False Cognates
  - Importance of Register
  - Memorizing Key Vocabulary (Acronyms)
  - Pre-Session
- Interpreting the First Part of the IEP
  - Seating
  - Modes of Interpretation
  - Tips for Simultaneous
  - Note-Taking for Consecutive Interpreting
- Professional Conduct of IEP Interpreters
  - Interpreting the Second Part of the IEP
  - Vocabulary Memorization
  - Annual Goals
  - Offer of FAPE
  - Parent & Parent Consent

[Continued on Page 2]

- Sight-Translation: What is it? How to do it well!
- Best Practices - Interpreting on Zoom
- Online Resources and Mock IEP Practice

Participants will receive a binder with many resources and a certificate of completion.

### **TIME ELEMENT**

HLS will deliver the *Interpreting IEP Meetings training* will be delivered in two days.

### **COMPENSATION INCLUDING INCIDENTALS**

As detailed above, Interpreting IEP Meetings (Eng-Spa) costs **\$6,000**. The cost includes

- Professional fees for one master facilitator
- Travel Expenses (Flight, hotel, car rental)
- All workshop materials (student binders, handouts, glossaries).

### **CLASS SIZE**

The maximum number of participants is thirty (30) because of the small-group and project-based learning activities that are an essential curriculum component.

Thank you for the opportunity to serve TUSD.

Respectfully submitted,

*Leslie Padilla-Williams*

Leslie Padilla-Williams

Executive Director

[www.holalang.com](http://www.holalang.com)

W.9.

Insurance .



# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Robert Pecot, Superintendent  
**FROM:** Dr. Zachary Boswell, Associate Superintendent of Educational Services  
**DATE:** November 7, 2024  
**SUBJECT:** **Approve Purchase of Music Equipment to Provide Enhanced After-School Music Education to TUSD Students Through the TUSD/Boys and Girls Clubs After-School Programs ELOP Grant at George Kelly and Poet Christian Elementary**

**BACKGROUND:** The expanded Learning Opportunities Program (ELO-P), Assembly Bill 130 (Amended by AB 167), is intended to ensure that all Local Educational Agencies (LEAs) offer all unduplicated students currently in classroom-based instructional programs access to comprehensive after-school and intersessional expanded learning opportunities – California Ed. Code (EX) Section 46120.

**RATIONALE:** Music education plays a crucial role in the holistic development of students, fostering creativity, discipline, teamwork, and self-expression. An afterschool music program would provide an enriching environment where students can continue to grow musically while also developing important life skills. Research shows that such programs enhance cognitive functions, improve academic performance across subjects, and boost social-emotional growth. Music education has been linked to improved mental health, increased resilience, and better language capabilities.

By offering accessible music education, schools can ensure equitable opportunities for all students, particularly those from low-income backgrounds, contributing to positive youth development and preparing students for a brighter future. Implementing an afterschool music program thus offers a comprehensive approach to nurturing well-rounded, confident, and capable individuals.

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

**FUNDING:** The cost for the purchasing of materials and associated training is not to exceed \$50,000 and will be paid out of ELOP Grant Funds.

**RECOMMENDATION:** Approve Purchase of Music Equipment to Provide Enhanced After-School Music Education to TUSD Students Through the TUSD/Boys and Girls Clubs After-School Programs ELOP Grant at George Kelly and Poet Christian Elementary.

**Prepared by:** Michael Bunch, Director of Continuous Improvement, State and Federal Programs.





# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Rob Pecot, Superintendent  
**FROM:** Dr. Zachary Boswell, Associate Superintendent of Educational Services  
**DATE:** December 2, 2024  
**SUBJECT:** **Ratify and Approve the Partnership Agreement with the Child Abuse Prevention Council of San Joaquin (CAPC) to Provide Infant and Child Care Services on the Stein/Duncan Russell Campus**

**BACKGROUND:** Historically, the Tracy Unified School District has offered the Student Teen Educational Parenting Support (STEPS) Program, in which teen parents could continue to pursue a high school education while supporting a child. In addition to providing educational support and parenting education, the STEPS Program also provided an infant and toddler childcare program to these teen parents. This allowed the teen parents to be able to focus on earning a high school diploma without having to worry about the excessive costs of safe and adequate infant and toddler childcare. Since the elimination of the STEPS Program, due to budget cuts, the need for safe and adequate childcare remains. CAPC currently has Infant and Toddler Childcare Programs on two TUSD school campuses – North and McKinley and would like to continue the expanded partnership on the Stein/Duncan Russell campus, and while the district does currently sponsor two Grant and State-funded preschools, these programs have age criteria and requirements – student must be four or five years old to participate. The CAPC Childcare Program will keep one slot available for use only by a T USD teen parent giving them priority, while enrolling children from the community. This partnership agreement meets both District and Community needs by providing childcare to our teen parents so they can successfully graduate with a high school diploma, as well as servicing the community need for adequate infant and toddler-aged childcare at little or no cost.

**RATIONALE:** The CAPC Infant and Toddler Program will run a full-day childcare and preschool program for children from age 0 to 36 months, filling a need in our District and Community. It will allow TUSD teen parents to earn a high school diploma, thus increasing our District graduation rate. Most of the children enrolled from the Community will eventually attend Tracy Unified schools, and this will give more children the opportunity to participate in early childhood education programs at an earlier age, thus preparing them for a much more successful education experience. This partnership agreement meets District Goals # 1: Prepare all students for college and careers and ensure all students meet grade level standards with a focus on closing the achievement gap between all student groups, using accelerated learning and tiered supports.

**FUNDING:** There will be no cost to the District. State Grant Funds obtained by CAPC fund the program.

**RECOMMENDATION:** Ratify and Approve the Partnership Agreement with the Child Abuse Prevention Council of San Joaquin (CAPC) to Provide Infant and Childcare Services on the Stein/Duncan Russell Campus.

**Prepared by:** Mrs. Traci L Mitchell, Stein High School, and Duncan Russell Community Day 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 San Joaquin County Child Abuse Prevention Council, 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: The CAPC Infant and Toddler Program will operate a full-day childcare program from 7:30am - 4:30pm for children from ages 6 weeks to 36 months. The program is licensed to serve 6 infants and 8 toddlers. CAPC will keep one slot available for use only by a TUSD teen parent, giving them priority, while also enrolling children from the community. CAPC agrees to reimburse overtime costs for janitorial services on days custodial staff are not contracted to work.

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 235 ( ) [ ] HOURS [X] DAYS, under the terms of this agreement at the following location Stein High School.
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
  - a. District shall pay \$ -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 \$ -0- 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 7/1/2024, and shall terminate on 6/30/2025.
5. This agreement may be terminated at any time during the term by either party upon 30 days' written notice of termination delivered by certified mail, return receipt requested.

6. Amendments, changes or modifications in the terms of this Agreement may only be made at any time by mutual written agreement between the parties hereto and shall be signed by the persons authorized to bind the parties hereto.
7. Contractor shall contact the District's designee, Zachary Boswell, at (209) 830-3202 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.
8. Contractor enters into this Agreement as an independent contractor and not as an employee of the District. The Contractor shall have no power or authority by this Agreement to bind the District in any respect except as provided herein. Nothing in this Agreement shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Contractor are employees, agents, contractors or subcontractors of the Contractor and not of the District. The District shall not be obligated in any way to pay any wage claims or other claims made against Contractor by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this Agreement.
  - a. CONTRACTOR shall be required to provide proof (Certificate of Insurance) of comprehensive general liability insurance coverage in the amount of one million dollars (\$1,000,000.00) combined single limit per occurrence; two million dollars (\$2,000,000.00) general aggregate. A separate additional insured endorsement shall be provided to include the DISTRICT and its officers, officials, employees, agents and volunteers as additional insured in the policy. It is agreed that insurance coverage provided by CONTRACTOR herein is endorsed as primary and noncontributory to any similar insurance or self-insurance carried by DISTRICT. The DISTRICT reserves the right to adjust its insurance requirements as needed.
  - b. Contractor [ ☒ ] WILL [ ☐ ] 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:

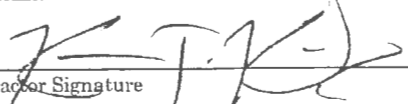
Any injury to person or property sustained by Contractor or by any person, firm or corporation employed directly or indirectly by the Contractor or by any of the individuals participating in or associated with him or her, however caused; and any injury to person or property sustained by any person, firm 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:**

 CEO  
Contractor Signature Title  
94-2497046  
IRS Identification Number  
Child Abuse Prevention Council  
Title  
P.O. Box 1257  
Address  
Stockton, CA 95201

\_\_\_\_\_  
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. Robert Pecot, Superintendent  
**FROM:** Dr. Zachary Boswell, Associate Superintendent of Educational Services  
**DATE:** November 19, 2024  
**SUBJECT:** **Agreement for Special Contract Services with Foundations Therapy Service for an Occupational Therapy (OT) Independent Education Evaluation (IEE) Assessment**

**BACKGROUND:** Board approval is requested to contract with Foundations Therapy Service for an Independent Educational Evaluation (IEE) Occupational Therapy (OT) Assessment. The Assessment will be conducted per the San Joaquin County SELPA IEE process. It is necessary at this time to fulfill the district's responsibility to allow for agreed upon assessor of parent's choosing per applicable laws and to stay in compliance with the statutory timelines.

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

**FUNDING:** Expenses for this contract will not exceed \$2,400 for the 2024-2025 regular school year. Special Education contract expenses are funded through 602 funding for Special Education and budgeted in account # 01-6500-0-5770-1110-5800-800-2542.

**RECOMMENDATION:** Approve Agreement for Special Contract Services with Foundations Therapy Service for an Occupational Therapy (OT) Independent Education Evaluation (IEE) Assessment.

**Prepared by:** Jason Davis, Director of Special Education.

**TRACY UNIFIED SCHOOL DISTRICT**  
1875 W. Lowell Ave., Tracy, California 95376

**AGREEMENT FOR SPECIAL CONTRACT SERVICES**

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and Foundations Therapy Service, 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: Occupational therapy: includes participation in IEP meeting, testing, file review, interview, observation, scoring, report, and recommendations.  
The IEE will be performed in accordance with the San Joaquin County Special Education Local Plan Area (SELPA) guidelines. A written report will be provided to the District, at the same time that it is made available to the parents of the student(s) who was evaluated. The Contractor will provide a copy of all assessment protocols to the district.

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 60 ( ) |    HOURS | ☒    DAYS, under the terms of this agreement at the following location Assessor Location/District.

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

- a. District shall pay \$ 2400.00 per |    HOUR |    DAY | ☒    FLAT RATE, not to exceed a total of \$ 2400.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
- b. District |    | SHALL | ☒ | 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.
- 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 December 18th, 2024, and shall terminate on June 30th, 2025.

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

6. 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, Jason Davis, at ( ) 209-830-3270 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.
8. Contractor enters into this Agreement as an independent contractor and not as an employee of the District. The Contractor shall have no power or authority by this Agreement to bind the District in any respect except as provided herein. Nothing in this Agreement shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Contractor are employees, agents, contractors or subcontractors of the Contractor and not of the District. The District shall not be obligated in any way to pay any wage claims or other claims made against Contractor by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this Agreement.
  - a. CONTRACTOR shall be required to provide comprehensive general liability insurance coverage in the amount of one million dollars (\$1,000,000.00) combined single limit per occurrence; 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

45-2323940

IRS Identification Number

President

Title

144 Coniente Ave. Suite 100 Brentwood, CA 94513

Address

Foundations Therapy Service

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. Robert Pecot, Superintendent  
**FROM:** Dr. Zachary Boswell, Associate Superintendent of Educational Services  
**DATE:** November 21, 2024  
**SUBJECT:** **Approve Agreement for Contract Services between Valley Community Counseling Villalovo Elementary for the remainder of the 2024-2025 School Year**

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

**RATIONALE:** Social and emotional interventions are a part of the multi-tiered system of supports, which TUSD uses as a framework to navigate student success. Tier 2 and 3 interventions are targeted and intensive behavioral health services for students who are struggling to meet academic, attendance, and/or behavioral standards within a school setting. Villalovo will contract with Valley Community Counseling to provide school-based mental health counseling for 1 additional school days in addition to services paid for by TUSD. This effort is in alignment with Strategic Goal #1 Tier 3 Intensive Support: Prepare all students for college and career and ensure all students meet grade level standards with a focus on closing the achievement gap.

**FUNDING:** The total cost for Valley Community Counseling services will not exceed \$8,640. Services will be paid for using Title I funds, goal 1d1.

**RECOMMENDATION:** Approve Agreement for Contract Services between Valley Community Counseling and Villalovo Elementary School for the 2024-25 School Year.

**Prepared by:** Marji Baumann, Principal Villalovo Elementary School.

1875 W. Lowell Ave., Tracy, California 95376

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and Valley Community Counseling \_\_\_\_\_, 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:

- Rev. 06.23.16

6. Amendments, changes or modifications in the terms of this Agreement may only be made at any time by mutual written agreement between the parties hereto and shall be signed by the persons authorized to bind the parties hereto.
7. Contractor shall contact the District's designee, Marji Baumann, at (209) 830-3331 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.
8. Contractor enters into this Agreement as an independent contractor and not as an employee of the District. The Contractor shall have no power or authority by this Agreement to bind the District in any respect except as provided herein. Nothing in this Agreement shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Contractor are employees, agents, contractors or subcontractors of the Contractor and not of the District. The District shall not be obligated in any way to pay any wage claims or other claims made against Contractor by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this Agreement.
  - a. CONTRACTOR shall be required to provide proof (Certificate of Insurance) of comprehensive general liability insurance coverage in the amount of one million dollars (\$1,000,000.00) combined single limit per occurrence; two million dollars (\$2,000,000.00) general aggregate. A separate additional insured endorsement shall be provided to include the DISTRICT and its officers, officials, employees, agents and volunteers as additional insured in the policy. It is agreed that insurance coverage provided by CONTRACTOR herein is endorsed as primary and noncontributory to any similar insurance or self-insurance carried by DISTRICT. The DISTRICT reserves the right to adjust its insurance requirements as needed.
  - b. Contractor ☒ WILL ☐ 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:

Stacie Clark, LMFT41753 Digitally signed by Stacie Clark, LMFT41753  
Date: 2024.11.21 09:58:25 -08'00'

Contractor Signature Title

94-2468972

IRS Identification Number

VCCS Program Manager

Title

6707 Embarcadero Dr.

Address

Stockton CA 95219

Tracy Unified School District

Date

Account Number to be Charged

Department/Site Approval

Budget Approval

Date Approved by the Board



# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Robert Pecot, Superintendent  
**FROM:** Dr. Zachary Boswell, Assoc Supt of Educational Services  
**DATE:** November 17, 2024  
**SUBJECT:** **Approve and/or Ratify Routine Agreements 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 approved and/or 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 approved, and/or 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 approved and/or 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:** Approve and/or Ratify Routine Agreements which meet the Criteria for Placement on the Consent Agenda.

**Prepared by:** Dr. Zachary Boswell, Associate Superintendent for Educational Services.

**EDUCATIONAL SERVICES**  
**December 17, 2024**  
**SUMMARY OF SERVICES**

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|                  |   |
|------------------|---|
| Vendor:          | SchoolStatus (Formerly School Innovations and Achievement.  |
| Sites:           | District and School-wide  |
| Item:            | Renewal of Agreement for Three (3) Year Usage/Access - Approve  |
| Services:        | Three (3) Year Renewal of existing Agreement between the Tracy Unified School District and SchoolStatus (Formerly School Innovations and Achievement), to provide Behavioral Alert Subscriptions via on-line software for the purposes of tracking and automatically notifying teachers of pupils in their classrooms who have been suspended, expelled, and/or disciplined by other means. The tracking module will be used at the District level in order to provide the required discipline data for the annual School Accountability Report Cards (SARCs) and the District LCAP and its dashboards. This Program also meets California Ed. Code requirements: California Education Code (EC) 49079 requires school districts to inform teachers of certain information about students, including: <ul style="list-style-type: none"><li>• Students who have engaged in acts that may lead to suspension or expulsion.</li><li>• Students who are reasonably suspected of engaging in criminal or disruptive conduct</li></ul> |
| Cost:            | The 3-year renewal will be \$21,200.00 each year for the 2025-2026, 2026-2027, and 2027-2028 school years, for a total not to exceed \$63,600.00.   |
| Project Funding: | District General Administrative Funds   |

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|                  |   |
|------------------|---|
| Vendor(s):       | SurveyMonkey, Inc.  |
| Sites:           | District-wide, including Tracy Independent Study Charter School   |
| Item:            | Yearly Renewal of Usage/Access Agreement- Approve   |
| Services:        | Yearly renewal of existing Agreement between the Tracy Unified School District and SurveyMonkey, to provide electronic, blank survey templates, survey results, data and feedback. These surveys are created and accessed by multiple District Departments. Various stakeholder surveys are required as part of the District Local Control Accountability Plan (LCAP), as part of the District's Healthy Kids Grant, to meet State and Federal Funding compliance requirements, and to solicit parent and student feedback on various additional issues. The Agreement extends for one (1) Year: 1/24/2025 through 1/23/2026. |
| Cost:            | \$3,600.00 for four District-level Access Licenses (\$900.00 each)  |
| Project Funding: | District LCAP Funds and TISCS LCAP Funds  |





## EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Robert Pecot, Superintendent  
**FROM:** Zachary Boswell, Associate Superintendent of Educational Services  
**DATE:** October 31, 2024  
**SUBJECT:** **Approve Agreement for Contract Services between Smartpass and Williams Middle School to Provide Access for the 2024-2025 School Year**

**BACKGROUND:** One of the goals at Williams Middle School is to provide a safe and equitable learning environment, to decrease chronic absenteeism, and reduce suspension rates. Presently there is no uniform system for monitoring who is out of class or how much time students spend outside of the classroom. When students are outside of class often, they miss valuable learning time resulting in lower comprehension and achievement.

**RATIONALE:** Smartpass is a hallway monitoring system that does not require the use of a cell phone. Students are able to initiate hall passes on their computers, which are then approved by the teacher. The passes have a time limit and allow a teacher to monitor how much time students spend outside the classroom. The platform also provides reports on how much time a student spends outside the classroom in total, allowing teachers to communicate concerns using the data provided on the platform. Smartpass further allows administrators to monitor how many students are outside of class at a time and to limit which students are out of class together to avoid potential conflicts among students.

**FUNDING:** The cost, not to exceed \$3,000.00, will be paid from Title I funds.

**RECOMMENDATION:** Approve Agreement for Contract Services between Smartpass and Williams Middle School to Provide Access for the 2024-2025 School Year.

**Prepared by:** Jen Hoffman, Williams Middle School Principal.



## Earl E. Williams Middle School - Hall Pass Standard (Nov 2024 - Oct 2025)

Quote Issued: October 1, 2024 • Quote Expires: October 31, 2024

### Pricing Breakdown

| Name  | No. of students | Price/student | Total             |
|---|-----------------|---------------|-------------------|
| Hall Pass Standard<br>(November 1, 2024 - October 31, 2025) | 750             | \$3.79        | \$2,842.50        |
| One-time subtotal   |                 |               | \$2,842.50        |
| <b>Grand Total (USD)</b>                                    |                 |               | <b>\$2,842.50</b> |

## Ready to Purchase?

**Submit a purchase order by email to [billing@smartpass.app](mailto:billing@smartpass.app)** and attach a copy of this quote. An invoice will be sent shortly after.

**Terms of Service:** By submitting a payment or purchase order, and through your ongoing use of the SmartPass services, you agree to the SmartPass Terms of Service available at [smartpass.app/terms](https://smartpass.app/terms) and Privacy Policy available at [smartpass.app/privacy](https://smartpass.app/privacy). The Terms of Service and Privacy Policy are hereby incorporated by reference and SmartPass reserves the right to update its Terms of Service and/or Privacy Policy at any time, in its sole and absolute discretion. SmartPass may provide notification of any changes to its Terms of Service or Privacy Policy either via an announcement on its website or applications or through email notification to users.

**If you need a W-9,** you can view it at [smartpass.app/w9](https://smartpass.app/w9).

### Remit to

SmartPass, Inc.  
228 Park Ave S  
#92675  
New York, NY 10003-1502

### Contact

(610) 424-4544  
[billing@smartpass.app](mailto:billing@smartpass.app)



# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Robert Pecot, Superintendent  
**FROM:** Dr. Zachary Boswell, Associate Superintendent of Educational Services  
**DATE:** November 22, 2024  
**SUBJECT:** **Approve Agreement for Special Contract Services Provided by Boys and Girls Club of Tracy**

**BACKGROUND:** The expanded Learning Opportunities Program (ELO-P), Assembly Bill 130 (Amended by AB 167), is intended to ensure that all Local Educational Agencies (LEAs) offer all unduplicated students currently in classroom-based instructional programs access to comprehensive after-school and intersessional expanded learning opportunities – California Ed. Code (EX) Section 46120. Tracy Unified School District (TUSD) is partnering with the Boys and Girls Club of Tracy and Concerned Parents Alliance (College Bound) to facilitate college campus visits for TUSD students. The College Bound Academy, which serves 7<sup>th</sup>-12<sup>th</sup> grade scholars, has a proven track record of supporting students' college readiness, with 100% of their scholars graduating high school since 2003 and having the option to attend college. These field trips will provide students with opportunities to visit universities including University of Nevada Las Vegas, Arizona State University, Northern Arizona University, and other educational institutions.

**RATIONALE:** The proposed field trips are essential to the College Bound Academy's mission of college and career readiness. By providing customized college tours, TUSD will enable students to explore higher education environments, understand campus cultures, and envision themselves as future college students. These visits will support the program's goals of academic excellence, college preparation, and empowering students and families to successfully navigate the educational system. The field trips represent a strategic investment in students' future success by exposing them directly to potential college environments and inspiring their academic aspirations.

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

**FUNDING:** The cost, not to exceed \$10,000.00, will be paid by ELO-P funding.

**RECOMMENDATION:** Approve Agreement for Special Contract Services Provided by Boys and Girls Club of Tracy.

**Prepared by:** Michael Bunch, Director of Continuous Improvement, State and Federal Programs.

# 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 Boys and Girls Club of Tracy, hereinafter referred to as "Contractor," is for consultant or special services to be performed by a non-employee of the District. District and Contractor, herein named, do mutually agree to the following terms and conditions:

1. Contractor shall perform the following duties: Organize and coordinate field trips for TUSD students as part of the College Bound program, including arranging transportation and scheduling campus tours. The contractor will ensure all necessary safety measures are in place. The total payment for these services shall not exceed \$10,000. Students will be touring the following locations: UNLV, Northern Arizona, Arizona State, and University of Arizona.

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 [X] DAYS, under the terms of this agreement at the following location UNLV, Northern Arizona, ASU, and UofA.
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
  - a. District shall pay \$ 10,000 per [ ] HOUR [ ] DAY [X] FLAT RATE, not to exceed a total of \$ 10,000. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
  - b. District [ ] SHALL [X] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$            for the term of this agreement.
  - c. District shall make payment on a [ ] MONTHLY PROGRESS BASIS [X] SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. 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 January 1, 2025, and shall terminate on April 1, 2025.
5. This agreement may be terminated at any time during the term by either party upon 60 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, Michael Bunch, at ( ) mbunch@tUSD.net 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:

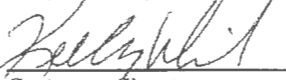
Any injury to person or property sustained by Contractor or by any person, firm or corporation employed directly or indirectly by the Contractor or by any of the individuals participating in or associated with him or her, however caused; and any injury to person or property sustained by any person, firm 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.
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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

68-0028-682

IRS Identification Number

Chief Executive Officer

Title

753 W Lowell Avenue

Address

Tracy, CA 95376

CEO

Title

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. Robert Pecot, Superintendent  
**FROM:** Dr. Zachary Boswell, Associate Superintendent of Educational Services  
**DATE:** December 2, 2024  
**SUBJECT:** **Approve Agreement for Contract Services between Boys and Girls Club of Tracy and McKinley Elementary School for the 2024-25 School Year**

**BACKGROUND:** The Boys and Girls Clubs of Tracy has been providing after school services in the community at school sites for over 20 years. McKinley Elementary School is identified as an area of need due to our low-income families. The Boys and Girls Club has been operating after-school services at McKinley Elementary School for several years. McKinley Elementary School staff would like to continue our association with the Boys and Girls Club at McKinley Elementary School as they provide after school services and services during lunch recess that the regular school program cannot, specifically academic tutoring, extracurricular reading programs and school wide sport participation.

**RATIONALE:** Students need a safe place to go and positive activities to associate with academic success. McKinley Elementary School's partnership with the Boys and Girls Club provides a wealth of during and after school activities that are positive, academically enriching, team building, and community oriented. This supports District Strategic Goal 1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or careers, and District Strategic Goal 2: Provide a safe and equitable learning environment for all students and staff.

**FUNDING:** Boys and Girls Club of Tracy will be paid \$5,600, funded through Supplemental funds.

**RECOMMENDATION:** Approve Agreement for Contract Services between Boys and Girls Club of Tracy and McKinley Elementary School for the 2024-25 School Year.

**PREPARED BY:** Shannon Bancroft, Principal, McKinley Elementary 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 Boys and Girls Club of Tracy, hereinafter referred to as "Contractor," is for consultant or special services to be performed by a non-employee of the District. District and Contractor, herein named, do mutually agree to the following terms and conditions:

1. Contractor shall perform the following duties: Provide activities, tutoring, reading, structured activities, and mentoring programs for all students. Supplies for these programs are also needed. In addition to the afterschool program, the Boys and Girls club will have 3 staff members providing structured activities during lunch recess (12:00-1:00) five days per week.

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 days per week during lunch ( ) [ ] HOURS [X] DAYS, under the terms of this agreement at the following location McKinley Elementary.
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
  - a. District shall pay \$5,600 per [ ] HOUR [ ] DAY [X] FLAT RATE, not to exceed a total of \$5,600. 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.
  - 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 January 6, 2025, and shall terminate on May 29, 2025.
5. This agreement may be terminated at any time during the term by either party upon 30 days' written notice of termination delivered by certified mail, return receipt requested.



6. Amendments, changes or modifications in the terms of this Agreement may only be made at any time by mutual written agreement between the parties hereto and shall be signed by the persons authorized to bind the parties hereto.
7. Contractor shall contact the District's designee, Shannon Bancroft, at (209) 830-3319 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:**

Kelly Hall CEO  
Contractor Signature Title  
68-0028682  
IRS Identification Number  
CEO  
Title  
753 W. Lowell Ave  
Address  
Tracy, CA 95376

\_\_\_\_\_  
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. Robert Pecot, Superintendent  
**FROM:** Dr. Zachary Boswell, Associate Superintendent of Educational Services  
**DATE:** November 20, 2024  
**SUBJECT:** **Approve Agreement for Special Contract Services with San Joaquin County Office of Education to Provide LETRS Early Literacy Training for Four Tracy Unified School District Teachers**

**BACKGROUND:** Tracy Unified School District (TUSD) has identified a key initiative to ensure each student is reading at or above grade level by the conclusion of the third grade. To achieve this goal, it is imperative that students receive high quality Tier 1 reading instruction and have access to a Multi-Tiered System of Support (MTSS) that provides additional time and resources when needed to develop reading proficiency. San Joaquin County Office of Education, in partnership with Lexia Learning, is providing Lexia LETRS early literacy instruction training to teachers across multiple school districts in San Joaquin County. LETRS training is designed to provide teachers the practical knowledge and skills to teach speech sounds, phonics, decoding, vocabulary, reading comprehension, and writing at an advanced level. The skills and practices learned through LETRS training are evidence-based and multiple independent studies have proven these skills and practices to lead to significantly higher levels of learning for students.

**RATIONALE:** 4 teachers will participate in this training beginning in January 2025 through May 2026. TUSD has identified “ensure each student achieves grade-level reading proficiency by the conclusion of 3<sup>rd</sup> grade.” Teachers participating in this training will develop the skills and practices needed to achieve the goal of this key initiative. Additionally, this training aligns with District Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or career goals.

**FUNDING:** Total cost is \$8,400. Funding will be provided by LCFF funds and aligns to LCAP action service 1.6.

**RECOMMENDATION:** Approve Agreement for Special Contract Services with San Joaquin County Office of Education to Provide LETRS Early Literacy Training for Four Tracy Unified School District Teachers.

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

**TRACY UNIFIED SCHOOL DISTRICT**  
1875 W. Lowell Ave., Tracy, California 95376

**AGREEMENT FOR SPECIAL CONTRACT SERVICES**

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and San Joaquin County Office of Education \_\_\_\_\_, 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: LETRS literacy training for 4 Tracy Unified School District teachers
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

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

2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of <sup>8</sup> \_\_\_\_\_ ( ) [ ] HOURS [x] DAYS, under the terms of this agreement at the following location SJCOE.

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

- a. District shall pay \$<sup>8,400</sup> \_\_\_\_\_ per [ ] HOUR [ ] DAY [x] FLAT RATE, not to exceed a total of \$<sup>8,400</sup> \_\_\_\_\_. 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 [x] SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. 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 December 18, 2024, and shall terminate on June 1, 2026.

5. This agreement may be terminated at any time during the term by either party upon \_\_\_\_\_  
<sup>30</sup> 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, Stephen Theall, at (209) 830-3232 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.
8. Contractor enters into this Agreement as an independent contractor and not as an employee of the District. The Contractor shall have no power or authority by this Agreement to bind the District in any respect except as provided herein. Nothing in this Agreement shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Contractor are employees, agents, contractors or subcontractors of the Contractor and not of the District. The District shall not be obligated in any way to pay any wage claims or other claims made against Contractor by any such employees, agents, contractors 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 \_\_\_\_\_

IRS Identification Number \_\_\_\_\_

Title \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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. Robert Pecot, Superintendent  
**FROM:** Dr. Zachary Boswell, Associate Superintendent of Educational Services  
**DATE:** November 26, 2024  
**SUBJECT:** **Approve Special Contract Services Agreement with Educational Professionals of Central California, LLC for Two (2) Independent Education Evaluations (IEEs)**

**BACKGROUND:** Board approval is requested to contract with Educational Professionals of Central California, LLC. The District's Special Education administration would like to contract with Educational Professionals of Central California, LLC to provide services as part of the individualized education plan (IEP). Approval at this time is necessary pursuant to individual student needs as indicated in student IEPs.

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

**FUNDING:** Expense for this contract will not exceed \$13,400.00. Special Education contract expenses are funded through 602 funding for Special Education, budgeted in account # 01-6500-0-5770-1110-5800-800-2542.

**RECOMMENDATION:** Approve Special Contract Services Agreement with Educational Professionals of Central California, LLC for Two (2) Independent Education Evaluations (IEEs).

**Prepared by:** Jason Davis, Director of Special Education.

**TRACY UNIFIED SCHOOL DISTRICT**  
1875 W. Lowell Ave., Tracy, California 95376

**AGREEMENT FOR SPECIAL CONTRACT SERVICES**

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

1. Contractor shall perform the following duties: \_\_\_\_\_  
Provide Independent Education Evaluations (IEEs).  
The IEE will be performed in accordance with the San Joaquin County Special Education Local Plan Area (SELPA) Guidelines. A written report will be provided to the District, at the same time that it is made available to the parents of the student who was evaluated. The IEE will include a psycho-educational assessments. The contractor will attend related IEP meeting(s) to discuss the report. The contractor will provide a copy of all assessment protocols to the district.

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 60 ( ) [ ] **HOURS** [✓] **DAYS**, under the terms of this agreement at the following location assessors location.

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

- a. District shall pay \$ 13,400.00 per [ ] **HOUR** [ ] **DAY** [✓] **FLAT RATE**, not to exceed a total of \$ 13,400.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
- b. District [ ] **SHALL** [✓] **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.
- 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 December 17, 2024, and shall terminate on June 30, 2025.

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



6. 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, Jason Davis, at ( ) 209-830-3270 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.
8. Contractor enters into this Agreement as an independent contractor and not as an employee of the District. The Contractor shall have no power or authority by this Agreement to bind the District in any respect except as provided herein. Nothing in this Agreement shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Contractor are employees, agents, contractors or subcontractors of the Contractor and not of the District. The District shall not be obligated in any way to pay any wage claims or other claims made against Contractor by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this Agreement.
  - a. CONTRACTOR shall be required to provide comprehensive general liability insurance coverage in the amount of one million dollars (\$1,000,000.00) combined single limit per occurrence; 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 |
| 83-3718890                          |       |
| IRS Identification Number           |       |
| CEO/Coordinator                     |       |
| Title                               |       |
| 1398 W. Indianapolis Ave. Suite 101 |       |
| Address                             |       |
| Fresno CA 93705                     |       |
|                                     |       |
|                                     |       |

**Tracy Unified SD**

|                               |
|-------------------------------|
| 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. Robert Pecot, Superintendent  
**FROM:** Dr. Zachary Boswell, Associate Superintendent of Educational Services  
**DATE:** November 14, 2024  
**SUBJECT:** **Agreement for Special Contract Services with Riverside Insights for a 2.5 Year Subscription and Training of the Woodcock-Johnson V Digital Test**

**BACKGROUND:** Board approval is requested to contract with Riverside Insights for a two-and-a-half-year subscription to provide customized, efficient and flexible assessments that can accurately evaluate potential learning problems. This will allow our examiners to clearly and accurately identify the test scores.

**RATIONALE:** This agenda request supports District Strategic Goal #3: Apply fiscal, operational and community resources to ensure a safe learning environment that supports staff and student goals.

**FUNDING:** Expenses for this contract will not exceed a total of \$29,000.00. Special Education contract expenses are funded through 602 funding for Special Education, budgeted in account # 01-6500-0-5770-1110-5800-800-2542.

**RECOMMENDATION:** Approve Agreement for Special Contract Services with Riverside Insights for a 2.5 Year Subscription and Training of the Woodcock-Johnson V Digital Test.

**Prepared by:** Jason Davis, Special Education Director.



One Pierce Place, Suite 101C  
Itasca, IL 60143  
orders@service.riversideinsights.com

## Proposal

### Quote

Quote Number: QT069383  
Quote Created Date: 5/24/2024  
Quote Expiration Date: 12/2/2024  
Account Rep: Amy Wilkins  
Account Rep Email: amy.wilkins@riversideinsights.com  
NetSuite Number: 327019

### Customer Information & Billing Details

Account Number/Name Hueneme Elementary  
School District

Name Florence Smith  
(RiversideScore  
Account Holder)  
Email fsmith@tUSD.net

Telephone (209)938-9828  
Address 1875 W Lowell Ave  
Tracy CA 95376-2291  
United States

### Customer Billing Contact

Billing Name Tracy USD

Accounts Payable Email accountspayable@tUSD.net  
Billing Telephone (209) 830-3200  
Billing Address Tracy USD  
1875 W Lowell Ave  
Tracy CA 95376-2291  
United States

### Subscription Details

Initial Term 02/01/2025-07/31/2027

[PO Number]

Billing Frequency Annual  
Payment Terms Net 30  
Currency USD  
Auto Renew Yes

Notice of Non-Renewal Deadline 5 pm Central Time on 6/30/2027

| Material Number | Service                                   | Student enrollment | List Unit Price | Discount | Total       |
|-----------------|---|--------------------|-----------------|----------|-------------|
| 2001680         | WJV Onboard Package-6 of 30 Months Option | 11,847             | \$0.18          | 5%       | \$2,138.38  |
| 2001681         | WJV Unlimited - 12 Months Access          | 11,847             | \$0.71          | 5%       | \$8,440.99  |
| 2001681         | WJV Unlimited - 12 Months Access          | 11,847             | \$0.71          | 5%       | \$8,440.99  |
| TOTAL ORDER     |   |                    |                 |          | \$19,020.36 |

#### Payment Schedule

| Description             | Amount      | Invoice Date | Payment Due Date |
|-------------------------|-------------|--------------|------------------|
| 1 <sup>st</sup> payment | \$19,020.36 | 02/01/2025   | 03/03/2025       |
|                         |             |              |                  |
|                         |             |              |                  |

#### Terms & Conditions

- Terms of Use.** This Order Form is subject to and expressly contingent upon Customer's acceptance of and compliance with Riverside Insights' Terms of Use (available at: <https://info.riversideinsights.com/terms-of-use>), including, but not limited to, the limitations of liability therein (as amended from time to time, the "Terms"). The Terms are incorporated herein by reference and shall supersede any pre-existing agreement between the parties regarding the subject matter of this Order Form. Unless otherwise defined in this Order Form, all capitalized terms used but not defined in this Order Form have the meanings given to them in the Terms. IF THERE IS A CONFLICT BETWEEN THIS ORDER FORM AND THE TERMS, THIS ORDER FORM WILL PREVAIL; PROVIDED, THIS ORDER FORM DOES NOT NEGATE OR OTHERWISE MODIFY THE LIMITATIONS OF LIABILITY IN THE TERMS.

2. **Complete Agreement.** This Order Form (including the Terms) applies to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing. The acceptance of this Order Form as evidenced by Customer's signature below represents the Customer's agreement to use the Services in accordance with and subject to this Order Form.
3. **Payments & Taxes.** Fees will be paid in accordance with the Billing Frequency and Payment Terms set forth above. All fees payable under or in connection with this Order Form are exclusive of any sales, transfer, value-added, or similar tax based on gross receipts (collectively, "Sales Taxes"). If applicable, all such Sales Taxes will be charged at the time of invoicing. In any event, any applicable Sales Taxes are the responsibility of the Customer. All Fees paid to Riverside Insights are nonreturnable and nonrefundable.
4. **Automatic Renewal.** This Order Form will automatically renew for an additional 12 month term (each, a "Renewal Term" and, together with the Initial Term, the "Term") subject to (x) price increases up to the then-prevailing list price and (y) the then-prevailing Terms unless either party provides notice of its intent not to renew by the Notice of Non-Renewal Deadline specified above. Notice of non-renewal (i) by Customer must be directed by email to [contracts@riversideinsights.com](mailto:contracts@riversideinsights.com) and (ii) by Riverside Insights must be directed by email to the email address under the heading "Business Contact" above.
5. **References to Customer.** Riverside Insights may use Customer's name and logo to identify Customer as a Riverside Insights customer of the services referenced in this Order Form, including on Riverside Insights' public website and marketing material. Riverside Insights agrees that any such use will be subject to Riverside Insights complying with any written guidelines that Customer may deliver in writing regarding the use of its name.
6. **Counterparts.** This Order Form may be signed in two counterparts, each of which will be deemed an original, with the same force and effectiveness as though executed in a single document.

#### Acceptance

The parties' authorized signatories have executed this Order Form as of the dates set forth below.

**RIVERSIDE ASSESSMENTS, LLC  
DBA RIVERSIDE INSIGHTS**

**Tracy USD**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

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

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

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

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

**Do Not Pay from Quote**

*- please submit this Quote with your Purchase Order or email statement to purchase with credit card*



**Riverside  
Insights™**

**Quote**

**Prepared For**

**Tracy USD**

**Tracy USD**

**1875 W Lowell Ave**

**Tracy CA 95376-2291**

**United States**

**For the Purchase of:**

**30-month Early Bird WJ-V Pricing**

**For additional information or questions, please contact:**

**Amy Wilkins**

**[amy.wilkins@riversideinsights.com](mailto:amy.wilkins@riversideinsights.com)**

**The name and email above serves as an electronic signature for this quote.**

**RIVERSIDE INSIGHTS**

**Attention:**

**Riverside Insights  
One Pierce Place Suite 900W  
Itasca, IL 60143  
PHONE: 800-323-9540  
[orders@service.riversideinsights.com](mailto:orders@service.riversideinsights.com)**



Date Of Quote: 5/24/2024

Quote Expiration Date: 12/2/2024

**Do Not Pay from Quote**

- please submit this Quote with your Purchase Order or email statement to purchase with credit card

**Quote For  
Tracy USD**

| Material No     | Title                                     | List Price | Discount % | Sale Price | Quantity | Purchase/ Amount   |
|-----------------|---|------------|------------|------------|----------|--------------------|
| 2001680         | WJV Onboard Package-6 of 30 Months Option | \$0.19     | 5%         | \$0.18     | 11,847   | \$2,138.38         |
| 2001681         | WJV Unlimited -12 Months Access           | \$0.75     | 5%         | \$0.71     | 11,847   | \$8,440.99         |
| 2001681         | WJV Unlimited -12 Months Access           | \$0.75     | 5%         | \$0.71     | 11,847   | \$8,440.99         |
| <b>Subtotal</b> |   |            |            |            |          | <b>\$19,020.36</b> |

\*additional 5% discount is contingent on paying for complete contract with 1 PO/Invoice

\*Price reflects unlimited WJ-V usage through July 31, 2027

\*Must have signed contract on file by 31 Dec, 2024 to be eligible for program

Thank you,

Amy Wilkins | Assessment Consultant |  
amy.wilkins@riversideinsights.com

|                                  |             |
|----------------------------------|-------------|
| Total Discount Amount:           | \$1,001.07  |
| Total Discount Applied:          | 5.00%       |
| Subtotal Purchase Amount:        | \$19,020.36 |
| Shipping & Handling:             | \$0.00      |
| Sales Tax:                       | \$0.00      |
| Total Cost of Quote (PO Amount): | \$19,020.36 |

RIVERSIDE INSIGHTS

Attention:

Riverside Insights  
One Pierce Place Suite 900W  
Itasca, IL 60143  
PHONE: 800-323-9540  
orders@service.riversideinsights.com

5/24/2024

QT069383

2 of 3

Please submit this form with your purchase order.

Riverside Assessments, LLC d/b/a Riverside Insights is the new name of Houghton Mifflin Harcourt's former clinical and standardized assessment business, which was divested from HMH in October 2018 and is now independent

Date Of Quote: 5/24/2024

Quote Expiration Date: 12/2/2024

**Do Not Pay from Quote**

- please submit this Quote with your Purchase Order or email statement to purchase with credit card

**Quote For  
Tracy USD**

**Total Cost of Quote (PO Amount) : \$19,020.36**

Thank you for considering Riverside Insights as your partner. We are committed to providing an excellent experience and delivering ongoing, high-quality service to our customers. To meet these goals, we want to ensure you are aware of the below Terms of Sale. These terms help us process your order quickly, efficiently, and accurately, ensuring successful delivery and implementation of our solutions.

- Please return this Quote with your signed purchase order that matches product, price and shipping charges.
- Provide the exact address for delivery of print materials. The shipping address may be your district warehouse or individual school sites, but it is essential that this is accurate.
- Please supply the name of each important district point of contact for all aspects of the solution including their direct contact information (email/phone):
  - Point of Contact for Print Materials
  - Point of Contact for Digital Materials
  - Point of Contact for Scheduling Professional Development
- Please confirm that we have the correct Ship to and Bill to information on the Quote.

Ship To:  
Tracy USD  
1875 W Lowell Ave  
Tracy CA 95376-2291  
United States

Bill to:  
327019  
Tracy USD  
1875 W Lowell Ave  
Tracy CA 95376-2291  
United States

- Please provide funding start and end dates.
- Please note that all products and services will be billed upon the processing of your purchase order.
- Our payment terms are 30 days from the invoice date.
- Our standard shipping terms are FOB Shipping Point. The shipping terms for your Quote are FOB Shipping Point.
- Should any of these Terms of Sale conflict with any preprinted terms on your purchase order, the Riverside Insights Terms of Sale shall apply.
- Make check, money order, or valid purchase order payable to Riverside Assessments, LLC.

Thank you in advance for supplying us with the necessary information at time of purchase. Our goal is to ensure your success throughout the duration of this agreement, which starts with a highly successful delivery of our solution. For greater detail, the complete Terms of Sale may be reviewed here at: <http://www.riversideinsights.com>  
Riverside Insights' Return Policy can be found here: [Return Policy \(riversideinsights.com\)](http://www.riversideinsights.com).

Date Of Quote: 5/24/2024

Quote Expiration Date: 12/2/2024

RIVERSIDE INSIGHTS

Attention:

Riverside Insights  
One Pierce Place Suite 900W  
Itasca, IL 60143  
PHONE: 800-323-9540  
[orders@service.riversideinsights.com](mailto:orders@service.riversideinsights.com)

5/24/2024

QT069383

3 of 3

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**Do Not Pay from Quote**

*- please submit this Quote with your Purchase Order or email statement to purchase with credit card*



**Quote**

Prepared For

**Tracy USD**

Tracy USD

1875 W Lowell Ave

Tracy CA 95376-2291

United States

For the Purchase of:

**WJ-V Training**

For additional information or questions, please contact:

**Amy Wilkins**

**amy.wilkins@riversideinsights.com**

The name and email above serves as an electronic signature for this quote.

RIVERSIDE INSIGHTS

Attention:

Riverside Insights  
One Pierce Place Suite 900W  
Itasca, IL 60143  
PHONE: 800-323-9540  
orders@service.riversideinsights.com

11/26/2024

QT076894

1 of 3

Please submit this form with your purchase order.

Riverside Assessments, LLC d/b/a Riverside Insights is the new name of Houghton Mifflin Harcourt's former clinical and standardized assessment business, which was divested from HMH in October 2018 and is now independent

Date Of Quote: 11/26/2024

Quote Expiration Date: 12/31/2024

**Do Not Pay from Quote**

- please submit this Quote with your Purchase Order or email statement to purchase with credit card

**Quote For  
Tracy USD**

| Material No | Title   | List Price | Discount % | Sale Price | Quantity | Purchase/ Amount |
|-------------|---|------------|------------|------------|----------|------------------|
| 2001673     | In Person 6 Hours Learning Lab Session Recommended for Experienced WJ Users | \$6,950.00 | 30%        | \$4,865.00 | 2        | \$9,730.00       |

**Subtotal** \$9,730.00

30% training discount is contingent on signed 30-month WJ-V Contract and PO by 12/2/2024

Thank you,

Amy Wilkins | Assessment Consultant |  
amy.wilkins@riversideinsights.com

|                                  |            |
|----------------------------------|------------|
| Total Discount Amount:           | \$4,170.00 |
| Total Discount Applied:          | 30.00%     |
| Subtotal Purchase Amount:        | \$9,730.00 |
| Shipping & Handling:             | \$0.00     |
| Sales Tax:                       | \$0.00     |
| <hr/>                            |            |
| Total Cost of Quote (PO Amount): | \$9,730.00 |

RIVERSIDE INSIGHTS

Attention:

Riverside Insights  
One Pierce Place Suite 900W  
Itasca, IL 60143  
PHONE: 800-323-9540  
orders@service.riversideinsights.com

11/26/2024

QT076894

2 of 3

Please submit this form with your purchase order.

Riverside Assessments, LLC d/b/a Riverside Insights is the new name of Houghton Mifflin Harcourt's former clinical and standardized assessment business, which was divested from HMH in October 2018 and is now independent

Date Of Quote: 11/26/2024

Quote Expiration Date: 12/31/2024

**Do Not Pay from Quote**

- please submit this Quote with your Purchase Order or email statement to purchase with credit card

**Quote For  
Tracy USD**

**Total Cost of Quote (PO Amount) : \$9,730.00**

Thank you for considering Riverside Insights as your partner. We are committed to providing an excellent experience and delivering ongoing, high-quality service to our customers. To meet these goals, we want to ensure you are aware of the below Terms of Sale. These terms help us process your order quickly, efficiently, and accurately, ensuring successful delivery and implementation of our solutions.

- Please return this Quote with your signed purchase order that matches product, price and shipping charges.
- Provide the exact address for delivery of print materials. The shipping address may be your district warehouse or individual school sites, but it is essential that this is accurate.
- Please supply the name of each important district point of contact for all aspects of the solution including their direct contact information (email/phone):
  - Point of Contact for Print Materials
  - Point of Contact for Digital Materials
  - Point of Contact for Scheduling Professional Development
- Please confirm that we have the correct Ship to and Bill to information on the Quote.

Ship To:  
Tracy USD  
1875 W Lowell Ave  
Tracy CA 95376-2291  
United States

Bill to:  
327019  
Tracy USD  
1875 W Lowell Ave  
Tracy CA 95376-2291  
United States

- Please provide funding start and end dates.
- Please note that all products and services will be billed upon the processing of your purchase order.
- Our payment terms are 30 days from the invoice date.
- Our standard shipping terms are FOB Shipping Point. The shipping terms for your Quote are FOB Shipping Point.
- Should any of these Terms of Sale conflict with any preprinted terms on your purchase order, the Riverside Insights Terms of Sale shall apply.
- Make check, money order, or valid purchase order payable to Riverside Assessments, LLC.

Thank you in advance for supplying us with the necessary information at time of purchase. Our goal is to ensure your success throughout the duration of this agreement, which starts with a highly successful delivery of our solution. For greater detail, the complete Terms of Sale may be reviewed here at: <http://www.riversideinsights.com>  
Riverside Insights' Return Policy can be found here: [Return Policy \(riversideinsights.com\)](http://www.riversideinsights.com).

Date Of Quote: 11/26/2024

Quote Expiration Date: 12/31/2024

RIVERSIDE INSIGHTS

Attention:

Riverside Insights  
One Pierce Place Suite 900W  
Itasca, IL 60143  
PHONE: 800-323-9540  
[orders@service.riversideinsights.com](mailto:orders@service.riversideinsights.com)

11/26/2024

QT076894

3 of 3

Please submit this form with your purchase order.

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## EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Robert Pecot, Superintendent  
**FROM:** Dr. Zachary Boswell, Associate Superintendent of Educational Services  
**DATE:** December 17, 2024  
**SUBJECT:** Ratify Memorandum of Understanding between Wanda Hirsch Elementary School and San Joaquin County Office of Education STEM Department

**BACKGROUND:** Tracy Unified School District (TUSD) is a STEM district. As a district we are taking the lead to “Provide STEM opportunities for each student”. Students engage in units centered on STEM instruction which incorporate design challenges. These relevant, real life, STEM challenges provide STEM opportunities for each student. In an effort to meet these goals, Hirsch utilized the services of SJCOE to provide Star Lab instruction to our students.

**RATIONALE:** In alignment with TUSD LCAP Goal #1, Prepare all students for college and careers and ensure all students meet grade level standards with a focus on closing the achievement gap between all student groups using accelerated learning and tiered supports, coupled with TUSD’s initiative to provide increased STEM learning opportunities, students virtually visited outer space. Students entered a dome-shaped planetarium and learned about star formations, planets, and moons. This opportunity allowed students to connect scientific content information with a real-life experience. Prior to students’ participation in Star Lab, the Hirsch Elementary Instructional Leadership Team attended a Star Lab training at San Joaquin County Office of Education. In doing so, Hirsch staff met all the mandatory requirements to offer this unique learning experience to their students.

**FUNDING:** Funding for the Star Lab program did not exceed \$650.00. The HES School Site Council apportioned Title 1 funds to provide extended and supplemental STEM learning opportunities for students, as stated in the School Site Plan.

**RECOMMENDATION:** Ratify Memorandum of Understanding between Wanda Hirsch Elementary School and San Joaquin County Office of Education STEM Department.

**Prepared by:** Elisavet Barajas, Principal, Wanda Hirsch Elementary School.

# San Joaquin County Office of Education

Program Business Services

P.O. Box 213030

Stockton, CA 95213

(209)468-4800

Direct any questions to the Program Business Services at (209)468-4800

## CUSTOMER INVOICE

Wanda Hirsch Elementary School  
1280 Dove Dr.  
Tracy, CA 95376

Ready

Invoice # **ARD25-01648**  
Invoice Date 10/22/2024  
Due Date 11/21/2024  
Customer # 002861  
Contract/Reference #

| Description   | Qty  | Unit | Unit Price      | Amount |
|---|------|------|-----------------|--------|
| Invoice for training and use of Star Lab 10/14 - 10/18/24. See MOU for details.<br>For questions, please contact STEM (209) 468-4880. | 1.00 |      | 650.00          | 650.00 |
| Non-Taxable Total   |      |      | 650.00          |        |
| <b>BALANCE DUE</b>  |      |      | <b>\$650.00</b> |        |

-----Detach this portion or make a copy of the invoice and mail it with the payment-----

| District Account Number                  | Account Amount |
|--|----------------|
| 01- 0000- 0- 0000- 0000- 8689- 700- 7110 | 650.00         |

Please make checks payable to: **San Joaquin County Office of Education/Program Business Services**

Mail to:

**San Joaquin County Office of Education**  
**Program Business Services**  
**P.O. Box 213030**  
**Stockton, CA 95213**

Invoice # **ARD25-01648**  
Amount Due **\$650.00**  
Customer # **002861**

Business Copy



**MEMORANDUM OF UNDERSTANDING  
SAN JOAQUIN COUNTY OFFICE OF EDUCATION (SJCOE)  
STEM PROGRAMS  
and  
WANDA HIRSCH ELEMENTARY**

**Star Lab for Wanda Hirsch Elementary:**

- **Week of October 14<sup>th</sup> – 18<sup>th</sup>, 2024**

The two parties, SJCOE and Wanda Hirsch Elementary, mutually agree to the following terms and conditions:

Wanda Hirsch Elementary will be renting the Star Lab from SJCOE for \$500 on the dates stated above. In addition, Wanda Hirsch Elementary will be trained on usage of the Star Lab in the amount of \$150.

**Total Cost: \$650.00**

**Wanda Hirsch Elementary will pay SJCOE: \$650.00**

**SJCOE will invoice after service is provided. Payment is due 30 days from the date of the invoice.**

Are you, any of your employees a sub-contractor a CalSTRS or CalPERS retiree?

☐ Yes ☐ No

If yes, are they paid through a payroll system that reports to both CalSTRS and CalPERS?

☐ Yes ☐ No

SAN JOAQUIN COUNTY OFFICE OF  
EDUCATION

Annie Cunial, Div. Director of STEM Programs

WANDA HIRSCH ELEMENTARY

Elisavet Barajas, Principal

08/23/2024

Date

09/24/2024

Date

Warren Sun, Div. Director of Operations

08/23/2024

Date

**TERMINATION OF MEMORANDUM:** This agreement can be terminated by either party within 30 days advanced written notice. If cancellation occurs within a week of the scheduled field trip, Wanda Hirsch Elementary will still be invoiced for the amount quoted. In the event that SJCOE cancels, Wanda Hirsch Elementary can cancel without a fee or reschedule to a different date.





# HUMAN RESOURCES MEMORANDUM

**TO:** Dr. Robert Pecot, Superintendent  
**FROM:** Tammy Jalique, Associate Superintendent of Human Resources  
**DATE:** December 6, 2024  
**SUBJECT:** Approve Resignations/Retirements/Leave of Absences for Classified, Certificated, and/or Management Employees

**BACKGROUND:**

**MANAGEMENT/CLASSIFIED  
CONFIDENTIAL RESIGNATION**

| <u>NAME/TITLE</u>                  | <u>SITE</u> | <u>EFFECTIVE<br/>DATE</u> | <u>REASON</u>     |
|------------------------------------|-------------|---------------------------|-------------------|
| Smit, Sharon<br>Program Specialist | DEC         | 12/01/2024                | Accepted Position |

**BACKGROUND:**

**MANAGEMENT/CLASSIFIED  
CONFIDENTIAL RETIREMENTS**

| <u>NAME/TITLE</u>                                       | <u>SITE</u> | <u>EFFECTIVE<br/>DATE</u> | <u>REASON</u> |
|---|-------------|---------------------------|---------------|
| Ensor, Donna<br>High School Business Manager            | WHS         | 12/30/2024                | Retirement    |
| Newton, Richard<br>STEM Learner Accelerator Coordinator | DEC/STEM    | 06/30/2025                | Retirement    |

**BACKGROUND:**NAME/TITLE**CLASSIFIED RETIREMENTS**SITEEFFECTIVE  
DATEREASONJackson, Gayle  
Career Education Technician

WHS

12/30/2024

Retirement

Riddle, Edna  
Registrar

WHS

12/30/2024

Retirement

**BACKGROUND:**NAME/TITLE**CLASSIFIED RESIGNATION**SITEEFFECTIVE  
DATEREASONAmbs, Hayley  
K-8 Library Technician

GKES

12/04/2024

Accepted Position

Arellano-Torres, Nora  
Finance Secretary

TAS

01/02/2025

Personal

Camacho, Joseph  
Para Educator II

JES

1/1/2024

Personal

Davis, Ian  
School Supervision Assistant

WMS

10/30/2024

Accepted Position

Dharmapura Sathyanarayana,  
Rashmi  
IEP Para Educator I

AFES

11/30/2024

Personal

Hallman, Jessica  
Para Educator I

VES

12/01/2024

Accepted Position

Heredia, Itzel  
Para Educator I

SWP

1/9/2025

Personal

Lim, Josephine  
Food Service Worker

KHS

11/7/2024

Personal

Magana Hernandez, Karen  
Special Education Para Educator I

CES

11/12/2024

Accepted Position

Martinez Vasquez, Isela  
Para Educator I

VES

11/6/2024

Personal

Najera Ortega, Diana  
Food Service Worker

VES

11/22/2024

Personal

|  |          |            |                   |
|--|----------|------------|-------------------|
| Nguyen, David<br>Food Service Worker             | WMS/MVMS | 11/17/2024 | Accepted Position |
| Shergill, Sharon<br>School Supervision Assistant | MES      | 11/22/2024 | Personal          |
| Torres, Andreana<br>Food Service Worker          | VES      | 11/17/2024 | Accepted Position |
| Woodard, Jayne<br>Para Educator I                | BES      | 11/13/2024 | Accepted Position |

**BACKGROUND:**

**COACH RESIGNATION**

| <u>NAME/TITLE</u>                           | <u>SITE</u> | <u>EFFECTIVE<br/>DATE</u> | <u>REASON</u> |
|---|-------------|---------------------------|---------------|
| Galloway, Jamal<br>JV Football Head         | WHS         | 11/8/24                   | Personal      |
| Harris, Ashlee<br>Pep Squad Assistant       | KHS         | 11/7/24                   | Personal      |
| Pribble, Jeffery<br>Track & Field Assistant | THS         | 11/20/24                  | Personal      |
| Vallotton, David<br>Varsity Flag Football   | WHS         | 10/11/24                  | Personal      |
| Villa, Abel<br>Track & Field Assistant      | KHS         | 11/22/24                  | 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:** December 6, 2024  
**SUBJECT:** Approve Classified, Certificated, and/or Management Employment

**BACKGROUND:**

Smit, Sharon

**MANAGEMENT/CLASSIFIED  
CONFIDENTIAL**

DEC/Special Education  
Program Administrator for Special Education  
(Replacement)  
LME 49, Step E - \$93,045.00  
Fund: Special Education

**BACKGROUND:**

Sabharwal, Seema

**CERTIFICATED**

North Elementary School  
2<sup>nd</sup> Grade (New)  
Class VI, Step "B" 26 - \$67,839.00  
Fund: General

Umar, Maryam

West High School  
Art (Replacement)  
Class I, Step "A" 7 - \$30,967.00  
Fund: General

**BACKGROUND:**

Alina, Ramon

**CLASSIFIED**

MOT/Villalovoz Elementary School  
Utility Person III (Replacement)  
Range 38, Step C - \$28.19 per hour+ND  
Fund: 25% Ongoing and Major Maintenance  
50% Special Education Transportation  
25% General Fund-Unrestricted

|                   |   |
|-------------------|---|
| Ambs, Hayley      | West High School<br>High School Library Technician (Replacement)<br>Range, 31, Step E - \$26.28 per hour<br>Fund: General                                     |
| Black, Evangeline | West High School<br>Food Service Worker (Replacement)<br>Range 25, Step B - \$19.89 per hour<br>Fund: Child Nutrition – School Program                        |
| Davis, Ian        | Williams Middle School<br>Para Educator I (Replacement)<br>Range 24, Step C - \$20.34 per hour<br>Fund: General   |
| Gonzalez, Marisol | Bohn Elementary School<br>IEP Para Educator I<br>Range 24, Step B - \$19.39 per hour<br>Fund: Special Education   |
| Hallman, Jessica  | West High School<br>High School Library Technician (Replacement)<br>Range: 31, Step E - \$26.28 per hour<br>Fund: ELO Grant                                   |
| Hasch, Kari       | Bohn Elementary School<br>Food Service Worker I (Replacement)<br>Range 25, Step C - \$20.77 per hour<br>Fund: Child Nutrition – School Program                |
| Koochou, Maryam   | Villalovoz Elementary School (Preschool)<br>Para Educator I (Replacement)<br>Range 24, Step C - \$20.34 per hour<br>Fund: Child Care & Dev-Gain Market Survey |
| Molina, Elidia    | Williams Middle School<br>Translator/Clerk Typist (New)<br>Range 28, Step E - \$24.49 per hour<br>Fund: IASA – Title I BAS Grant Low Income                   |
| Nava, Giselle     | Tracy High School<br>IEP Para Educator I (New)<br>Range 24, Step A - \$18.53 per hour<br>Fund: Special Education  |
| Negron, Lisa      | West High School<br>Food Service Worker I (Replacement)<br>Range 25, Step C - \$20.77 per hour<br>Fund: Child Nutrition -- School Program                     |

|                         |   |
|-------------------------|---|
| Nguyen, David           | West High School<br>Food Service Worker II (New)<br>Range 28, Step E \$24.49 per hour<br>Fund: Child Nutrition – School Program                   |
| Magana Hernandez, Karen | Villalovoz Elementary School<br>Special Education Para Educator I (Replacement)<br>Range 27, Step B - \$20.77 per hour<br>Fund: Special Education |
| Shannon, Michael        | DEC/Special Education<br>Bus Aide (New)<br>Range 24, Step B - \$19.39 per hour<br>Fund: Special Education   |
| Torres, Andreana        | Williams Middle School<br>Food Service Worker (Replacement)<br>Range 25, Step E - \$22.83 per hour<br>Fund: Child Nutrition – School Program      |
| Vargas, Sandra          | North Preschool<br>Bilingual Para Educator I (Replacement)<br>Range 24, Step E \$22.30 per hour<br>Fund: Child Care & Dev-Gain Mrkt Srvy          |
| Welk, Stephanie         | Kimball High School<br>High School Attendance Secretary (Replacement)<br>Range 31, Step D - \$25.08 per hour<br>Fund: General Fund                |
| Woodard, Jayne          | Jacobson Elementary School<br>Para Educator I (Replacement)<br>Range 24, Step E - \$22.30 per hour<br>Fund: ELOG Grant                            |

#### **BACKGROUND:**

Behnam, Scott

Cueva, Genaro

Dennington, Arden

#### **COACHES**

Girls' Varsity Soccer  
West High School  
\$7,208.01

Boys' Varsity Basketball  
Tracy High School  
\$7,208.01

Girls' Wrestling Assistant  
Tracy High School  
\$4,805.34

|                      |   |
|----------------------|---|
| Dennington, Brandon  | Wrestling Head<br>Tracy High School<br>\$7,208.01               |
| Diaz, Alex           | Wrestling Head<br>Kimball High School<br>\$7,208.01             |
| Johnson, Sean        | Boys' Frosh Basketball<br>Tracy High School<br>\$4,805.34       |
| Juan, Ulysses        | Boys' Wrestling Assistant<br>West High School<br>\$4,805.34     |
| Juarez, Benjamin     | Boys' Varsity Basketball<br>Kimball High School<br>\$7,208.01   |
| Labasan, Mission     | Boys' Soph Basketball<br>Tracy High School<br>\$5,769.01        |
| Lafever, Ernest      | Girls' Varsity Soccer<br>Kimball High School<br>\$7,208.01      |
| Langley, Anne        | Girls' Frosh Basketball<br>Tracy High School<br>\$4,805.34      |
| McClellan, Stephanie | Pep Squad Assistant<br>Tracy High School<br>\$2,884.51          |
| Sanchez, Serena      | Girls' Wrestling Assistant<br>Kimball High School<br>\$3,432.39 |
| Santos, Beatriz      | Girls' Wrestling Assistant<br>West High School<br>\$4,805.34    |
| Traylor, Marc        | Boy's Soph Basketball<br>West High School<br>\$5,769.01         |

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

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





# ADMINISTRATIVE SERVICES MEMORANDUM

**TO:** Board of Education  
**FROM:** Dr. Rob Pecot, Superintendent  
**DATE:** August 10, 2023  
**SUBJECT:** Conduct Interviews and Approve Provisional Appointment of Board Member for Unexpired Term

**BACKGROUND:** Trustee Steve Abercrombie submitted his resignation to the Superintendent stating that he would resign from the TUSD Board of Education as of November 13, 2024.

The School Board, after interviewing candidates, intends to appoint a person to fill the resulting vacancy (an unexpired term). Pursuant to California Education Code, the Board has the authority to appoint a member to carry out the balance of the unexpired term.

**RATIONALE:** The District's press release invited those interested in being on the board to apply by submitting their application and resume to the Superintendent's Office no later than 5:00 p.m. on December 5, 2024. Interviews will take place and a candidate will be selected at our regularly scheduled board meeting. The replacement board member shall take office immediately.

**FUNDING:** There is no cost to this agenda item.

**RECOMMENDATION:** Conduct Interviews and Approve Provisional Appointment of Board Member for Unexpired Term.

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



# BUSINESS SERVICES MEMORANDUM

**TO:** Dr. Rob Pecot, Superintendent  
**FROM:** Tania Salinas, Assoc Supt of Business Services  
**DATE:** November 26, 2024  
**SUBJECT:** **Certify 2024-2025 Fiscal Year First Interim Report**

**BACKGROUND:** Education Code Section 42130 and 42131 require that the superintendent of each school district shall submit two reports to the governing board of the district during each fiscal year. The first report shall cover the financial and budgetary status of the district for the period ending October 31. The second report shall cover the period ending January 31. Both reports shall be approved by the district governing board no later than 45 days after the close of the period being reported. All reports required by this subdivision shall be in a format or on forms prescribed by the Superintendent of Public Instruction, and shall be based on standards and criteria for fiscal stability adopted by the State Board of Education pursuant to Section 33127. The reports, and supporting data, shall be maintained and made available by the school district for public review.

The governing board of each school district shall certify, in writing, within 45 days after the close of the period being reported, whether or not the school district is able to meet its financial obligations for the remainder of the fiscal year and, based on current forecasts, for the subsequent fiscal year.

In addition to the AB1200 oversight responsibilities generated in 1992, additional oversight responsibilities were added in 2004 with AB2756 requiring the San Joaquin County Office of Education and the Tracy Unified School District board review the assumptions supporting the multiple year projections. These two levels of review are included with the First Interim Report document.

It should be noted that the district has been experiencing declining enrollment of approximately 250 students per year.

Based on current assumptions, the First Interim Report confirms a positive review in which the district will be able to meet current obligations for the current and two subsequent fiscal years.

**FUNDING:** The first interim report generates no cost. It is merely a reporting of all projected revenues and expenses in the current and next two fiscal years. This report and the actions required to implement the changes will ensure the district is able to meet its financial obligations for the remainder of the fiscal year and, based on current forecasts, for the subsequent three fiscal years.

**RECOMMENDATION:** Certify 2024-2025 Fiscal Year First Interim Report.

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



## **BUSINESS SERVICES MEMORANDUM**

**TO:** Dr. Rob Pecot, Superintendent  
**FROM:** Tania Salinas, Assoc Supt of Business Services  
**DATE:** December 3, 2024  
**SUBJECT:** **Approve the Purchase and Installation of a Commercial Dishwasher for West High Kitchen**

**BACKGROUND:** Tracy Unified Food Services plans to purchase a Stero brand commercial dishwasher for the West High kitchen. The total value of the project including installation is \$170,000 which is under the state and federal bid threshold.

**RATIONALE:** Approval of this agenda item gives authorization to the Director of Food Services to purchase the equipment. West High is one of the District's production kitchens that prepares breakfast, lunch, and supper daily for ten satellite sites. This equipment is necessary to maintain efficiency and food safety in the kitchen.

**FUNDING:** Funding for this purchase will be made using the Food Service Kitchen, Infrastructure, and Training (K.I.T.) Funds and Fund 13. There will be no impact to the General Fund.

**RECOMMENDATION:** Approve the Purchase and Installation of a Commercial Dishwasher for West High Kitchen.

**Prepared by:** Brandy Campbell, Director of Food Services



## **BUSINESS SERVICES MEMORANDUM**

**TO:** Dr. Rob Pecot, Superintendent  
**FROM:** Tania Salinas, Associate Superintendent of Business Services  
**DATE:** December 5, 2024  
**SUBJECT:** **Adopt Revised Board Policy and Administrative Regulation 3311 Bids (Second Reading)**

**BACKGROUND:** Existing Board Policies and Administrative Regulations related to Business Services are no longer current due to recent changes at the state and federal levels.

**RATIONALE:** The Tracy Unified School District (TUSD) must review and revise the current Board Policy and Administrative Regulation 3311 Bids to reflect updated laws and language.

**FUNDING:** There is no cost.

**RECOMMENDATION:** Adopt Revised Board Policy and Administrative Regulation 3311 Bids (Second Reading).

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

**BIDS**

The Governing Board is committed to promoting public accountability and ensuring prudent use of public funds. When leasing, purchasing, or contracting for equipment, materials, supplies, or services for the district, including when contracting for public projects involving district facilities, the Board shall explore lawful opportunities to obtain the greatest possible value for its expenditure of public funds. When required by law, or if the Board determines that it is in the best interest of the district, such contracts shall be made using competitive bidding.

~~(ef. 0410—Nondiscrimination in District Programs and Activities)~~

~~(ef. 3000—Concepts and Roles)~~

~~(ef. 3230—Federal Grant Funds)~~

~~(ef. 3300—Expenditures and Purchases)~~

~~(ef. 3311.1—Uniform Public Construction Cost Accounting Procedures)~~

~~(ef. 3311.2—Lease Leaseback Contracts)~~

~~(ef. 3311.3—Design Build Contracts)~~

~~(ef. 3311.4—Procurement of Technological Equipment)~~

No work, project, service, or purchase shall be split or separated into smaller work orders or projects for the purpose of evading legal requirements for competitive bidding. (Public Contract Code 20116)

The Superintendent or designee shall establish comprehensive bidding procedures for the district in accordance with law. The procedures shall include a process for advertising bids, instructions and timelines for submitting and opening bids, and other relevant requirements.

For award of contracts which, by law or Board policy, require prequalification, the procedures shall identify a uniform system for rating bidders on the basis of a completed questionnaire and financial statements.

~~(ef. 9270—Conflict of Interest)~~

When calling for bids, the Superintendent or designee shall ensure that the bid specifications clearly describe in appropriate detail the quality, delivery, and service required and include all information which the district knows, or has in its possession, that is relevant to the work to be performed or that may impact the cost of performing the work.

Except as authorized by law, contracts shall be let to the lowest responsible bidder who shall give such security as the Board requires, or else all bids shall be rejected. (Public Contract Code 20111)

When the Board has determined that it is in the best interest of the district, the district may piggyback onto the contract of another public agency or corporation to lease or purchase any personal property to the extent authorized by law. (Public Contract Code 20118)

**BIDS**

Legal Reference:

**EDUCATION CODE**

~~17070.10-17079.30 Leroy F. Greene School Facilities Act~~  
~~17250.10-17250.55 Design-build contracts~~  
~~17406 Lease-leaseback contracts~~  
~~17595 Purchase of supplies through Department of General Services~~  
~~17602 Purchase of surplus property from federal agencies~~  
~~38083 Purchase of perishable foodstuffs and seasonable commodities~~  
~~38110-38120 Apparatus and supplies~~  
~~39802 Transportation services~~

**BUSINESS AND PROFESSIONS CODE**

~~7056 General engineering contractor~~  
~~7057 General building contractor~~

**CODE OF CIVIL PROCEDURE**

~~446 Verification of pleadings~~

**GOVERNMENT CODE**

~~4217.10-4217.18 Energy conservation contracts~~  
~~4330-4334 Preference for California-made materials~~  
~~6252 Definition of public record~~  
~~53060 Special services and advice~~  
~~54201-54205 Purchase of supplies and equipment by local agencies~~

**PUBLIC CONTRACT CODE**

~~1102 Emergencies~~  
~~1103 Definition, responsible bidder~~  
~~2000-2002 Responsive bidders~~  
~~3000-3010 Roofing projects~~  
~~3400 Bids, specifications by brand or trade name not permitted~~  
~~3410 United States produce and processed foods~~  
~~4113 Prime contractor; subcontractor~~  
~~6610 Bid visits~~  
~~12200 Definitions, recycled goods, materials and supplies~~  
~~20101-20103.7 Public construction projects, requirements for bidding~~  
~~20103.8 Award of contracts~~  
~~20110-20118.4 Local Agency Public Construction Act; school districts~~  
~~20189 Bidder's security, earthquake relief~~  
~~22000-22045 Alternative procedures for public projects (UPCCAA)~~  
~~22152 Recycled product procurement~~

**COURT DECISIONS**

~~Los Angeles Unified School District v. Great American Insurance Co., (2010) 49 Cal.4th 739~~  
~~Great West Contractors Inc. v. Irvine Unified School District, (2010) 187 Cal.App.4th 1425~~  
~~Marshall v. Pasadena Unified School District, (2004) 119 Cal.App.4th 1241~~  
~~Konica Business Machines v. Regents of the University of California, (1988) 206 Cal.App.3d 449~~  
~~City of Inglewood-Los Angeles County Civic Center Authority v. Superior Court, (1972) 7~~

## BIDS

Cal.3d 861

**ATTORNEY GENERAL OPINIONS**

89 Ops. Cal. Atty. Gen. 1 (2006)

**Management Resources:****WEB SITES**CSBA: <http://www.csba.org>California Association of School Business Officials: <http://www.casbo.org>California Department of Education: <http://www.cde.ca.gov>California Department of General Services: <https://www.dgs.ca.gov>**State****Description**

Bus. Code 7056

General engineering contractor

Bus. Code 7057

General building contractor

Code of Civil Procedure 446

Verification of pleadings

Ed. Code 17070.10-17079.30

Leroy F. Greene School Facilities Act

Ed. Code 17250.10-17250.55

Design-build contracts

Ed. Code 17250.60-17250.69

Alternative design-build contracts

Ed. Code 17406

Lease-leaseback contract

Ed. Code 17595

Purchase of supplies through  
Department of General Services

Ed. Code 17602

Purchase of surplus property from  
federal agencies

Ed. Code 38083

Purchase of perishable foodstuffs and  
seasonal commodities

Ed. Code 38110-38120

Apparatus and supplies

Ed. Code 39802

Transportation services

Gov. Code 4217.10-4217.18

Energy conservation contracts

Gov. Code 4330-4334

California made materials

Gov. Code 53060

Special services and advice

Gov. Code 54201-54205

Purchase of supplies and equipment by  
local agencies

Gov. Code 7920.530

Definition of public record

Pub. Cont. Code 1102

Definition of emergency

Pub. Cont. Code 1103

Definition; responsible bidder

Pub. Cont. Code 12200

Definitions, recycled goods, materials  
and supplies



BIDS

|   |   |
|---|---|
| Pub. Cont. Code 2000-2002                         | Responsive bidders  |
| Pub. Cont. Code 20101-20103.7                     | Public construction projects; requirements for bidding  |
| Pub. Cont. Code 20103.8                           | Award of contracts  |
| Pub. Cont. Code 20110-20118.4                     | Local Agency Public Construction Act; school districts  |
| Pub. Cont. Code 20189                             | Bidder's security; earthquake relief  |
| Pub. Cont. Code 22000-22045                       | Uniform Public Construction Cost Accounting Act   |
| Pub. Cont. Code 22152                             | Recycled product procurement  |
| Pub. Cont. Code 3000-3010                         | Roofing projects  |
| Pub. Cont. Code 3400                              | Bid specifications  |
| Pub. Cont. Code 3410                              | U.S. produce and processed foods  |
| Pub. Cont. Code 4113                              | Prime contractor; subcontractor   |
| Pub. Cont. Code 6102                              | Bribery of public official; voidable contract   |
| Pub. Cont. Code 6610                              | Bid visits  |
| Management Resources                              | Description   |
| Attorney General Opinion                          | 89 Ops.Cal.Atty.Gen. 1 (2006)   |
| CA Department of General Services Publication     | Office of Public School Construction, Pigg Contracts  |
| CA Department of General Services Publication     | Office of Public School Construction Notification to School Districts Regarding Use of Piggyback Contracts for SAB-Administered Programs, July 2022 |
| CA Department of Industrial Relations Publication | Model Prequalification Questionnaire  |
| Court Decision                                    | City of Inglewood-Los Angeles County Civic Center Authority v. Superior Court (1972) 7 Cal.3d 861   |
| Court Decision                                    | Great West Contractors Inc. v. Irvine Unified School District (2010) 187 Cal.App.4th 1425   |
| Court Decision                                    | Konica Business Machines v. Regents of the University of California (1988) 206 Cal.App.3d 449   |

**BIDS**

| <b>Management Resources</b> | <b>Description</b>  |
|-----------------------------|---|
| <b>Court Decision</b>       | Los Angeles Unified School District v. Great American Insurance Co. (2010) 49 Cal.4th 739 |
| <b>Court Decision</b>       | Marshall v. Pasadena Unified School District (2004) 119 Cal.App.4th 1241                  |
| <b>Website</b>              | CSBA District and County Office of Education Legal Services                               |
| <b>Website</b>              | California Department of General Services   |
| <b>Website</b>              | CSBA  |
| <b>Website</b>              | California Department of Education  |
| <b>Website</b>              | California Association of School Business Officials                                       |

**BIDS****Advertised/Competitive Bids**

The district shall advertise for any of the following: (Public Contract Code 20111)

1. A public project contract that involves an expenditure of \$15,000 or more, including a contract for construction, reconstruction, erection, alteration, renovation, improvement, painting, repainting, demolition, or repair work involving a district owned, leased, or operated facility  
~~(ef. 3311.1—Uniform Public Construction Cost Accounting Procedures)~~  
~~(ef. 3311.2—Lease-Leaseback Contracts)~~  
~~(ef. 3311.3—Design-Build Contracts)~~
2. A contract that exceeds the amount specified in law, as annually adjusted by the Superintendent of Public Instruction, for any of the following:
  - a. The purchase of equipment, materials, or supplies to be furnished, sold, or leased to the district  
~~(ef. 3230—Federal Grant Funds)~~  
~~(ef. 3311.4—Procurement of Technological Equipment)~~
  - b. Services, not including construction services or special services and advice in accounting, financial, legal, or administrative matters
  - c. Repairs that are not a public project, including maintenance

Maintenance means routine, recurring, and usual work for preserving, protecting, and keeping a district facility operating in a safe, efficient, and continually usable condition for the intended purpose for which it was designed, improved, constructed, altered, or repaired. Maintenance includes, but is not limited to, carpentry, electrical, plumbing, glazing, and other craft work designed to preserve the facility, as well as repairs, cleaning, and other operations on machinery and other permanently attached equipment. Maintenance does not include painting, repainting, or decorating other than touchup, or among other types of work, janitorial or custodial services and protection provided by security forces. (Public Contract Code 20115)

**Instructions and Procedures for Advertised Bids**

The Superintendent or designee shall call for bids by placing a notice at least once a week for two weeks in a local newspaper of general circulation published in the district, or if no such newspaper exists, then in some newspaper of general circulation that is circulated in the county. The Superintendent or designee also may post the notice on the district's web site or through an electronic portal. The notice shall state the work to be done or materials or supplies to be furnished and the time and place and web site where bids will be opened. (Public Contract Code 20112)

~~(ef. 1113—District and School Web Sites)~~

The notice shall contain the time, date, and location of any mandatory prebid conference, site visit, or meeting and details regarding when and where project documents, including the final plan and specifications, are available. Any such mandatory visit or meeting shall occur not less than five calendar days after the publication of the initial notice. ~~(Public Contract Code 6610)~~

**BIDS****Bid instructions and specifications shall include the following requirements and information:**

1. All bidders shall certify in writing the minimum, if not exact, percentage of post-consumer materials in products, materials, goods, or supplies offered or sold. (Public Contract Code 22152)

~~(cf. 3510—Green School Operations)~~

2. All bids for construction work shall be presented under sealed cover. The district may accept a bid that has been submitted electronically or on paper. (Public Contract Code 20111, 20112)

The bid shall be accompanied by a form of bidder's security, including either cash, a cashier's check payable to the district, a certified check made payable to the district, or a bidder's bond executed by an admitted surety insurer and made payable to the district. The security of unsuccessful bidders shall be returned in a reasonable period of time, but in no event later than 60 days after the bid is awarded. (Public Contract Code 20111, 20112)

3. When a standardized proposal form is provided by the district, bids not presented on the standard form shall be disregarded. (Public Contract Code 20111.5)
4. Bids shall not be accepted after the advertised bid opening time, regardless of whether the bids are actually opened at that time. (Public Contract Code 20112)
5. When two or more identical lowest or highest bids are received, the Governing Board may determine by lot which bid shall be accepted. (Public Contract Code 20117)
6. If the district requires that the bid include prices for items that may be added to or deducted from the scope of work in the contract, the bid solicitation shall specify which one of the following methods will be used to determine the lowest bid. In the absence of such a specification, only the method provided in item #6a below shall be used. (Public Contract Code 20103.8)
  - a. The lowest bid shall be the lowest total of the bid prices on the base contract without consideration of the prices on the additive or deductive items.
  - b. The lowest bid shall be the lowest total of the bid prices on the base contract and those additive or deductive items that were specifically identified in the bid solicitation as being used for the purpose of determining the lowest bid price.
  - c. The lowest bid shall be the lowest total of the bid prices on the base contract and those additive or deductive items that, when taken in order from a specifically identified list of those items in the solicitation, and added to or subtracted from the base contract, are less than or equal to a funding amount publicly disclosed by the district before the first bid is opened.

The lowest bid shall be determined in a manner that prevents any information that would identify any of the bidders or proposed subcontractors or suppliers from being revealed to the district before the ranking of all bidders from lowest to highest has been determined. (Public Contract Code 20103.8)

7. In determining the lowest bid, the district shall consider only responsive bids that conform

**BIDS**

to bid specifications and are submitted by responsible bidders who have demonstrated trustworthiness, quality, fitness, capacity, and experience to satisfactorily perform the public works contract.

- a. When a bid is determined to be nonresponsive, the Superintendent or designee shall notify the bidder and give him/her an opportunity to respond to the determination.
  - b. When the lowest bidder is determined to be nonresponsive, the Superintendent or designee shall notify the bidder of ~~his/her~~ **the** right to present evidence of ~~his/her~~ **the bidder's** responsibility at a hearing before the Board.
8. After being opened, all submitted bids become public records pursuant to Government Code ~~6252~~ **7920.530** and shall be made available for public review pursuant to law, Board policy, and administrative regulation.

~~(cf. 1340—Access to District Records)~~

~~(cf. 3580—District Records)~~

**Prequalification Procedure**

When required by law or the Board, the Superintendent or designee shall establish a uniform system for rating bidders on the basis of completed questionnaires and financial statements in order to determine the size of contracts on which each bidder is qualified to bid. For this purpose, the Superintendent or designee shall furnish prospective bidders a standardized prequalification questionnaire and financial record which, when completed, shall indicate a bidder's statement of financial ability and experience in performing public works. The bidder's information shall be verified under oath in the manner in which civil law pleadings are verified. The questionnaires and financial statements shall not be public records and shall not be open to public inspection. (Code of Civil Procedure 446; Public Contract Code 20111.5, 20111.6)

When any public project involves an expenditure of \$1,000,000 or more and is funded or reimbursed wholly or partly by the School Facilities Program funds or other future state school bond, the district shall prequalify prospective bidders either quarterly or annually. The prequalification shall be valid for one year and the following requirements shall apply: (Public Contract Code 20111.6)

1. Prospective bidders, including, but not limited to, prime, general engineering, and general building contractors and electrical, mechanical, and plumbing subcontractors, as defined in Public Contract Code 4113 or Business and Professions Code 7056 or 7057, as applicable, shall submit a standardized questionnaire and financial statement 10 or more business days, as determined by the district, before the date fixed for the public opening of sealed bids.
2. Prospective bidders shall be prequalified by the district five or more business days, as determined by the district, before the date fixed for the public opening of sealed bids.

If the project includes electrical, mechanical, or plumbing components that will be performed by electrical, mechanical, or plumbing contractors, the Superintendent or designee shall make available to all bidders a list of prequalified general contractors and electrical, mechanical, and plumbing subcontractors five or more business days, as determined by the district, before the date fixed for the public opening of sealed bids.

**BIDS**

For all other contracts requiring competitive bidding, the district may establish a procedure for prequalifying bidders on a quarterly basis and may authorize that prequalification be considered valid for up to one calendar year following the date of the initial prequalification. Prospective bidders for such contracts shall submit the questionnaire and financial statement at least five days before the date fixed for public opening of sealed bids and shall be prequalified by the district at least one day before the fixed bid-opening date. (Public Contract Code 20111.5)

**Award of Contract**

The district shall award each contract to the lowest responsible bidder, except in the following circumstances:

1. When the contract is for the procurement and/or maintenance of electronic data processing systems and supporting software, in which case the Board may contract with any one of the three lowest responsible bidders (Public Contract Code 20118.1)
2. When the contract is for any transportation service which involves an expenditure of more than \$10,000 and which will be made with any person or corporation other than a common carrier, municipally owned transit system, or a parent/guardian of a student who is to be transported, in which case the Board may contract with other than the lowest bidder (Education Code 39802)
3. When the contract is one for which the Board has established goals and requirements relating to participation of disabled veteran or small business enterprises in accordance with Public Contract Code 2000-2002, in which case the Board may contract with the lowest responsible bidder who submits a responsive bid and complies or makes a good faith effort to comply with the goals and requirements (Public Contract Code 2000-2002)
4. When procuring a lease-leaseback contract, in which case the Board shall award the contract based on objective criteria for determining the best combination of price and qualifications in accordance with Education Code 17400 and 17406

~~(cf. 3311.2—Lease-Leaseback Contracts)~~

5. When procuring a design-build contract for a public works project in excess of \$1,000,000 in accordance with Education Code 17250.20, in which case the Board may award the contract to either the low bid or the best value to the district, taking into consideration, at a minimum, price, technical design and construction expertise, and life-cycle costs (Education Code 17250.20, 17250.25)

~~(cf. 3311.3—Design-Build Contracts)~~

6. **When procuring an alternative design-build contract for a public works project in excess of \$5,000,000 in accordance with Education Code 17250.62, in which case the Board may award the contract to either the low bid or the best value, taking into consideration, at a minimum design cost, general conditions, overhead, and profit as a component of the project price; technical design and construction expertise; and life-cycle costs (Education Code 17250.61, 17250.62)**

**BIDS****Protests by Bidders**

~~A bidder may protest a bid award if he/she believes~~ **If the bidder believes** that the award is not in compliance with law, Board policy, or the bid specification. A protest must be filed in writing with the Superintendent or designee within five working days after receipt of notification of the contract award and shall include all documents supporting or justifying the protest. A bidder's failure to file the protest documents in a timely manner shall constitute a waiver of ~~his/her~~ **the** right to protest the award of the contract.

The Superintendent or designee shall review the documents submitted with the bidder's claims and render a decision in writing within 30 working days. The Superintendent or designee may also convene a meeting with the bidder in order to attempt to resolve the problem.

The bidder may appeal the Superintendent or designee's decision to the Board. The Superintendent or designee shall provide notice to the bidder of the date and time for Board consideration of the protest at least three business days before the Board meeting. The Board's decision shall be final.

**Limitation on Use of Sole Sourcing**

In any contract for the construction, alteration, or repair of school facilities, the Superintendent or designee shall ensure that the bid specification: (Public Contract Code 3002, 3400)

1. Does not directly or indirectly limit bidding to any one specific concern
2. Does not call for a designated material, product, thing, or service by a specific brand or trade name, unless the specification is followed by the words "or equal," so that bidders may furnish any equal material, product, thing, or service

In any such case, the bid specification shall provide a time period, before and/or after the award of the contract, for the contractor to submit data substantiating the request for substituting the designated material, product, thing, or service. If no such time period is specified, the contractor may submit the data within 35 days after the award of the contract.

When the bid is for a roof project, a material, product, thing, or service is considered "equal" to that designated if it is equal in quality, durability, design, and appearance; will perform the intended function equally well; and conforms substantially to the detailed requirements in the bid specification. **(Public Contract Code 3002)**

However, the Superintendent or designee may designate a specific material, product, thing, or service by brand or trade name ~~(sole sourcing)~~ **also known as sole sourcing**, if the Board has made a finding, described in the invitation for bids or request for proposals (RFP), that a particular material, product, thing, or service is designated for any of the following purposes: (Public Contract Code 3400)

1. To conduct a field test or experiment to determine its suitability for future use
2. To match others in use on a particular public improvement that has been completed or is in the course of completion

## BIDS

3. To obtain a necessary item that is only available from one source
4. To respond to the Board's declaration of an emergency, as long as the declaration has been approved by four-fifths of the Board when issuing the invitation for bid or RFP. ~~(cf. 9323.2—Actions by the Board)~~

**Bids Not Required**

Without advertising for bids and upon a determination that it is in the best interest of the district, the Board may ~~authorize~~ **"piggyback"** another public corporation or agency, by contract, lease, requisition, or purchase order, to lease data-processing equipment or to purchase materials, supplies, equipment, automotive vehicles, tractors, and other personal property for the district in the manner that the other public corporation or agency is authorized to make the leases or purchases from a vendor ~~("piggyback")~~. Alternatively, if the public corporation or agency has an existing contract with a vendor for the lease or purchase of personal property, the district may authorize the lease or purchase of personal property directly from the vendor and make payments under the same terms that are available to the public corporation or agency under the contract. (Public Contract Code 20118)

~~(cf. 3300—Expenditures and Purchases)~~  
~~(cf. 3512—Equipment)~~

Without advertising for bids, the Board may enter into an energy service contract and any related facility ground lease, when it determines that the terms of the contract and lease are in the best interest of the district and meet the cost effectiveness requirements specified in Government Code 4217.12. The Board's determination shall be made at a regularly scheduled public hearing of which notice is given to the public at least two weeks in advance and shall be based on cost and savings comparison findings specified in Government Code 4217.12. (Government Code 4217.12)

~~(cf. 3511—Energy and Water Management)~~  
~~(cf. 9320—Meetings and Notices)~~

Supplementary textbooks, library books, educational films, audiovisual materials, test materials, workbooks, instructional computer software packages, or periodicals may be purchased in any amount without taking estimates or advertising for bids. (Public Contract Code 20118.3)

~~(cf. 6161.1—Selection and Evaluation of Instructional Materials)~~  
~~(cf. 6161.11—Supplementary Instructional Materials)~~  
~~(cf. 6163.1—Library Media Centers)~~

Perishable foodstuffs and seasonal commodities needed in the operations of cafeterias may be purchased through bid or on the open market. (Education Code 38083)

~~(cf. 3551—Food Service Operations/Cafeteria Fund)~~

Bids shall not be required for day labor under circumstances specified in Public Contract Code 20114. Day labor shall include the use of maintenance personnel employed on a permanent or



**BIDS**

temporary basis. (Public Contract Code 20114)

In an emergency when any repairs, alterations, work, or improvement to any school facility is necessary to permit the continuance of existing school classes or to avoid danger to life or property, the Board may, by unanimous vote and with the approval of the County Superintendent of Schools, contract for labor and materials or supplies without advertising for or inviting bids or may authorize the use of day labor or force account for the emergency purpose. (Public Contract Code 1102, 20113)

~~(cf. 3517—Facilities Inspection)~~

The district may purchase any surplus property from the federal government or any of its agencies in any quantity needed for the operation of its schools without taking estimates or advertising for bids. (Education Code 17602)



## BUSINESS SERVICES MEMORANDUM

**TO:** Dr. Rob Pecot, Superintendent  
**FROM:** Tania Salinas, Associate Superintendent of Business Services  
**DATE:** December 5, 2024  
**SUBJECT:** **Adopt Board Policy and Administrative Regulation 7214 General Obligation Bonds (Second Reading)**

**BACKGROUND:** Board Policy and Administrative Regulation 7214 General Obligation Bonds are currently represented by Board Policy and Administrative Regulation 7215. This change is required to comply with both the state and federal requirements.

**RATIONALE:** The Tracy Unified School District (TUSD) must review and adopt the current Board Policy and Administrative Regulation 7214 General Obligation Bonds to comply as Board Policy 7215 is being eliminated.

**FUNDING:** There is no cost.

**RECOMMENDATION:** Adopt Board Policy and Administrative Regulation 7214 General Obligation Bonds (Second Reading).

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

**GENERAL OBLIGATION BONDS**

The Governing Board recognizes that school facilities are an essential component of the educational program and that the Board has a responsibility to ensure that the district's facilities needs are met in the most cost-effective manner possible. The Board may direct the Superintendent to explore the possibility of a bond measure, which may include, but is not limited to, conducting community focus groups, surveys, and Board presentations. When the Board determines that it is in the best interest of district students, it may order an election on the question of whether bonds shall be issued to pay for school facilities.

The Board's decision to order a bond election, as well as its determinations regarding the appropriate amount, timing, and structure of the bond issuance, shall be consistent with law and the district's debt management policy.

Before ordering a bond election, the Board shall obtain reasonable and informed projections of assessed valuations that take into consideration projections of assessed property valuations made by the county assessor. (Education Code 15100)

When any project to be funded by bonds will require state matching funds for any phase of the project, the ballot materials for the bond measure shall include a statement as specified in Education Code 15122.5, advising voters that, because the project is subject to approval of state matching funds, passage of the bond measure is not a guarantee that the project will be completed. (Education Code 15122.5)

**Bonds Requiring 55 Percent Approval by Local Voters**

The Board, by a two-thirds vote and subject to Education Code 15100, may adopt a resolution to incur bonded indebtedness and order an election. Pursuant to the California Constitution, Article 13A, Section 1(b)(3) and Article 16, Section 18(b), a bond election authorized pursuant to Education Code 15266 requires the approval of at least a 55 percent majority of the voters voting in the election. (Education Code 15266)

The bond election may only be ordered at a primary or general election, a statewide special election, or a regularly scheduled local election at which all of the electors of the district are entitled to vote. (Education Code 15266)

Bonded indebtedness incurred by the district pursuant to Education Code 15266 shall be used only for the following purposes: (California Constitution Article 13A, Section 1(b)(3) and 1(b)(3)(A))

1. The construction, reconstruction, rehabilitation, or replacement of school facilities, including the furnishing and equipping of school facilities
2. The acquisition or lease of real property for school facilities
3. The refunding of any outstanding debt issuance used for the purposes specified in Items #1-2 above

The proposition approved by the voters shall include the following accountability requirements: (California Constitution Article 13A, Section 1(b)(3))

1. Certification that proceeds from the sale of the bonds will be used only for the purposes specified in Items #1-2 above, and not for any other purposes including teacher and administrative salaries and other school operating expenses
2. A list of specific school facilities projects to be funded and certification that the Board has evaluated safety, class size reduction, and information technology needs in developing that list

**GENERAL OBLIGATION BONDS**

3. A requirement that the Board conduct an annual, independent performance audit to ensure that the funds have been expended only on the specific projects listed
4. A requirement that the Board conduct an annual, independent financial audit of the proceeds from the sale of the bonds until all of those proceeds have been expended for the school facilities projects

If a district general obligation bond requiring a 55 percent majority is approved by the voters, the Board shall appoint an independent citizens' oversight committee to inform the public concerning the expenditure of bond revenues as specified in Education Code 15278 and the accompanying administrative regulation. This committee shall be appointed within 60 days of the date that the Board enters the election results in its minutes pursuant to Education Code 15274. (Education Code 15278)

The Superintendent or designee shall ensure that the annual, independent performance and financial audits required pursuant to Items #3-4 above are issued in accordance with the U.S. Comptroller General's Government Auditing Standards and submitted to the citizens' oversight committee at the same time they are submitted to the Superintendent or designee and no later than March 31 of each year. (Education Code 15286)

The Board shall provide the citizens' oversight committee with responses to all findings, recommendations, and concerns addressed in the performance and financial audits within three months of receiving the audits. (Education Code 15280)

The Board may disband the citizens' oversight committee when the committee has completed its review of the final performance and financial audits.

**Bonds Requiring 66.67 Percent Approval by Local Voters**

The Board may decide to pursue the authorization and issuance of bonds by approval of 66.67 percent majority of the voters pursuant to Education Code 15100 and California Constitution, Article 13A, Section 1(b)(2). If most of the Board agrees to such an election, or upon a petition of the majority of the qualified electors residing in the district, the Board shall adopt a resolution ordering an election on the question of whether to incur bonded indebtedness if approved by a 66.67 percent majority of the voters. (Education Code 15100)

The bond election may be ordered to occur on any Tuesday, except a Tuesday that is a state holiday or the day before or after a state holiday, is within 45 days before or after a statewide election unless conducted at the same time as the statewide election or is an established election date pursuant to Elections Code 1000 or 1500. (Education Code 15101)

Subject to limits specified in Article 13A, Section 1 of the California Constitution, bonds shall be sold to raise money for any of the following purposes: (Education Code 15100)

1. Purchasing school lots
2. Building or purchasing school buildings
3. Making alterations or additions to school building(s) other than as may be necessary for current maintenance, operation, or repairs
4. Repairing, restoring, or rebuilding any school building damaged, injured, or destroyed by fire or other public calamity

TUSD ADOPTED:

*Replaces BP 7215*

**GENERAL OBLIGATION BONDS**

5. Supplying school buildings and grounds with furniture, equipment, or necessary apparatus of a permanent nature
6. Permanently improving school grounds
7. Refunding any outstanding valid indebtedness of the district, evidenced by bonds or state school building aid loans
8. Carrying out sewer or drain projects or purposes authorized in Education Code 17577
9. Purchasing school buses with a useful life of at least 20 years
10. Demolishing or razing any school building with the intent to replace it with another school building, whether in the same location or in any other location

Except for refunding any outstanding indebtedness, any of the purposes listed above may be united and voted upon as a single proposition by an order of the Board entered into the minutes. (Education Code 15100)

The Board may appoint a citizens' oversight committee to review and report to the Board and the public as to whether the expenditure of bond revenues complies with the intended purposes of the bond.

**Certificate of Results**

If the certificate of election results received by the Board shows that the appropriate majority of the voters is in favor of issuing the bonds, the Board shall record that fact in its minutes. The Board shall then certify to the County Board of Supervisors all proceedings it had in connection with the election results. (Education Code 15124, 15274)

**Resolutions Regarding Sale of Bonds**

Following passage of the bond measure by the appropriate majority of voters, the Board shall pass a resolution directing the issuance and sale of bonds. In accordance with law, the resolution shall prescribe the total amount of bonds to be sold and may also prescribe the maximum acceptable interest rate, not to exceed eight percent, and the time(s) when the whole or any part of the principal of the bonds shall be payable. (Education Code 15140; Government Code 53508.6)

In passing the resolution, the Board shall consider each available funding instrument, including, but not limited to, the costs associated with each and their relative suitability for the project to be financed.

Prior to the sale of bonds, the Board shall place an agenda item at a public meeting and adopt as part of the bond issuance resolution, or in a separate resolution, disclosures of the available funding instruments, the costs and sustainability of each, and all of the following information: (Education Code 15146)

1. Express approval of the method of sale, such as competitive or negotiated sales
2. Statement of the reasons for the method of sale selected
3. Disclosure of the identity of the bond counsel, and the identities of the bond underwriter and the financial adviser if either or both are utilized for the sale, unless these individuals have not been selected at the time the resolution is adopted, in which case the Board shall disclose their identities at the public meeting occurring after they have been selected
4. Estimates of the costs associated with the bond issuance, including, but not limited to, bond counsel and financial advisor fees, printing costs, rating agency fees, underwriting fees, and other miscellaneous costs and expenses of issuing the bonds

**GENERAL OBLIGATION BONDS**

When the sale involves bonds that allow for the compounding of interest, such as a capital appreciation bond (CAB), the resolution to be adopted by the Board shall include Items #1-4 above as well as the financing term and time of maturity, repayment ratio, and the estimated change in the assessed value of taxable property within the district over the term of the bonds. The resolution shall be publicly noticed on at least two consecutive meeting agendas, first as an information item and second as an action item. The agendas shall identify that bonds that allow for the compounding of interest are proposed. (Education Code 15146)

Prior to adopting a resolution for the sale of bonds that allow for the compounding of interest, the Board shall be presented with the following: (Education Code 15146)

1. An analysis containing the total overall cost of the bonds that allow for the compounding of interest
2. A comparison to the overall cost of current interest bonds
3. The reason bonds that allow for the compounding of interest are being recommended
4. A copy of the disclosure made by the underwriter in compliance with Rule G-17 adopted by the federal Municipal Securities Rulemaking Board

At least 30 days prior to the sale of any debt issue, the Superintendent or designee shall submit a report of the proposed issuance to the California Debt and Investment Advisory Commission (CDIAC). (Government Code 8855)

After the sale, the Board shall be presented with the actual issuance cost information and shall disclose that information at the Board's next scheduled meeting. The Board shall ensure that an itemized summary of the costs of the bond sale and all necessary information and reports regarding the sale are submitted to the CDAIC. (Education Code 15146; Government Code 53509.5)

**Bond Anticipation Notes**

Whenever the Board determines that it is in the best interest of the district, it may, by resolution, issue a bond anticipation note, on a negotiated or competitive-bid basis, to raise funds that shall be used only for a purpose authorized by a bond that has been approved by the voters of the district in accordance with law. (Education Code 15150)

Payment of principal and interest on any bond anticipation note shall be made at note maturity, not to exceed five years, from the proceeds derived from the sale of the bond in anticipation of which that note was originally issued or from any other source lawfully available for that purpose, including state grants. Interest payments may also be made from such sources. However, interest payments may be made periodically and prior to note maturity from an increased property tax if the following conditions are met: (Education Code 15150)

1. A resolution of the Board authorizes the property tax for that purpose
2. The principal amount of the bond anticipation note does not exceed the remaining principal amount of the authorized but unissued bonds

A bond anticipation note may be issued only if the tax rate levied to pay interest on the note would not cause the district to exceed the tax rate limitation set forth in Education Code 15268 or 15270, as applicable.

**Deposit of Bond Proceeds**

With regard to general obligation bonds, the district shall invest new money bond proceeds in the county treasury pool as required by law. (Education Code 15146)

TUSD ADOPTED:

*Replaces BP 7215*

**GENERAL OBLIGATION BONDS****Election Notice**

Whenever the Governing Board orders an election on the question of whether general obligation bonds shall be issued to pay for school facilities, the Superintendent or designee shall ensure that election notice and ballot requirements comply with Education Code 15120-15126 and 15272, as applicable, and the section "Ballot Materials" below.

At least 88 days prior to the date of the election, the Superintendent or designee shall deliver to the officer conducting the election the resolution calling the election, including the date and purpose of the election, the authority for ordering the election and the specification of the election order, the signature of the officer or the clerk of the Board authorized to make such designations, and all other applicable ballot materials. (Education Code 5322)

**Ballot Materials**

The ballot question to appear on the ballot shall not exceed 75 words and shall appear in the form specified in Elections Code 13119. (Education Code 5322)

The Superintendent or designee shall ensure that the ballot materials comply with applicable laws including a brief statement of the measure setting forth the amount of the bonds to be voted upon, the maximum rate of interest, and the purposes for which the proceeds of the sale of the bonds are to be used. (Education Code 15122)

In addition to the 75-word ballot question, a separate statement shall be included with the sample ballot, which includes the best estimate from official sources of all of the following: (Elections Code 9401)

1. The average annual tax rate that would be required to be levied to fund the bond issue over the entire duration of the bond debt service, based on assessed valuations available at the time of the election or a projection based on experience within the same jurisdiction or other demonstrable factors. The estimate shall also identify the final fiscal year in which the tax is anticipated to be collected.
2. The highest tax rate that would be required to be levied to fund the bond issue, and an estimate of the year in which that rate will apply, based on assessed valuations available at the time of the election or a projection based on experience within the same jurisdiction or other demonstrable factors.
3. The total debt service, including the principal and interest, that would be required to be repaid if all the bonds are issued and sold. The estimate may include information about the assumptions used to determine the estimate.

For bond measures requiring 55 percent majority of the voters, the Superintendent or designee shall ensure that the text of the ballot measure includes a statement that the Board will appoint a citizens' oversight committee and that annual independent audits will be conducted to assure that funds are spent only on school and classroom improvements and for no other purposes. (Education Code 15272)

For bond funded projects that require state matching funds, the Superintendent or designee shall ensure the sample ballot contains a statement advising the voters that the project is subject to the approval of state

matching funds and, therefore, passage of the bond measure is not a guarantee that the project will be completed.

**GENERAL OBLIGATION BONDS**

(Education Code 15122.5)

Arguments in support or in opposition of the bond measure shall be submitted in accordance with Elections Code 9160-9170.

**Citizens' Oversight Committee**

If a bond is approved under the 55 percent majority threshold pursuant to Proposition 39 to the California Constitution, Article 13A, Section 1(b)(3) and Article 16, Section 18(b), then the district's citizens' oversight committee shall consist of at least seven members, including, but not limited to: (Education Code 15282)

1. One member active in a business organization representing the business community located within the district
2. One member active in a senior citizens' organization
3. One member active in a bona fide taxpayers' organization
4. One member who is a parent/guardian of a district student
5. One member who is a parent/guardian of a district student and is active in a parent-teacher organization, such as the Parent Teacher Association or school site council

Members of the citizens' oversight committee shall be subject to the conflict-of-interest prohibitions regarding incompatibility of office pursuant to Government Code 1125-1129 and financial interest in contracts pursuant to Government Code 1090-1099. (Education Code 15282)

No employee, Board member, vendor, contractor, or consultant of the district shall be appointed to the citizens' oversight committee. (Education Code 15282)

Members of the citizens' oversight committee may serve for no more than three consecutive terms of two years each. They shall serve without compensation. (Education Code 15282)

The purpose of the citizens' oversight committee shall be to inform the public concerning the expenditure of bond revenues. The committee shall actively review and report on the proper expenditure of taxpayers' money for school construction and shall convene to provide oversight for, but not limited to, the following: (Education Code 15278)

1. Ensuring that bond revenues are expended only for the purposes described in California Constitution, Article 13A, Section 1(b)(3), including the construction, reconstruction, rehabilitation, or replacement of school facilities, including the furnishing and equipping of school facilities, or the acquisition or lease of real property for school facilities
2. Ensuring that, as prohibited by California Constitution, Article 13A, Section 1(b)(3)(A), no funds are used for any teacher and administrative salaries or other school operating expenses

In furtherance of its purpose, the committee may engage in any of the following activities: (Education Code 15278)

1. Receiving and reviewing copies of the annual, independent performance and financial audits required by California Constitution, Article 13A, Section 1(b)(3)(C) and (D)
2. Inspecting school facilities and grounds to ensure that bond revenues are expended in compliance with the requirements of California Constitution, Article 13(A), Section 1(b)(3)
3. Receiving and reviewing copies of any deferred maintenance proposals or plans developed by the district
4. Reviewing efforts by the district to maximize bond revenues by implementing cost-saving measures, including, but not limited to, the following:



**GENERAL OBLIGATION BONDS**

- a. Mechanisms designed to reduce the costs of professional fees
- b. Mechanisms designed to reduce the costs of site preparation
- c. Recommendations regarding the joint use of core facilities
- d. Mechanisms designed to reduce costs by incorporating efficiencies in school site design
- e. Recommendations regarding the use of cost-effective and efficient reusable facility plans

The district shall, without expending bond funds, provide the citizens' oversight committee with any necessary technical assistance and shall provide administrative assistance in furtherance of the committee's purpose and sufficient resources to publicize the committee's conclusions. The district shall also provide the citizens' oversight committee with responses to any and all findings, recommendations, and concerns addressed in the annual independent financial and performance audits within three months of receiving the audits. (Education Code 15280)

All citizens' oversight committee proceedings shall be open to the public and noticed in the same manner as proceedings of the Board. Committee meetings shall be subject to the provisions of the Ralph M. Brown Act. (Education Code 15280; Government Code 54952)

The citizens' oversight committee shall issue regular reports, at least once a year, on the results of its activities. Minutes of the proceedings and all documents received and reports issued shall be a matter of public record and shall be made available on the district's website. (Education Code 15280)

**Reports**

Within 30 days after the end of each fiscal year, the district shall submit to the County Superintendent of Schools a report concerning any bond election(s) containing the following information: (Education Code 15111)

1. The total amount of the bond issue, bonded indebtedness, or other indebtedness involved
2. The percentage of registered electors who voted at the election
3. The results of the election, with the percentage of votes cast for and against the proposition

By each January 31 following a bond issuance, the district shall submit an annual report to the California Debt Investment and Advisory Commission in accordance with Government Code 8855 and as specified in BP 3470 - Debt Issuance and Management.



## BUSINESS SERVICES MEMORANDUM

**TO:** Dr. Robert Pecot, Superintendent  
**FROM:** Tania Salinas, Assoc. Supt. of Business Services  
**DATE:** December 5, 2024  
**SUBJECT:** Adopt Resolution No. 24-09 of the Board of Education of Tracy Unified School District Certifying to the Board of Supervisors of San Joaquin County all Proceeding in the November 5, 2024, General Obligation Bond Election for the School Facilities Improvement District No. 3

**BACKGROUND:** On June 25, 2024, the Board of Trustees adopted Resolution No. 23-18 ordering a bond election in School Facilities Improvement District No. 3 (SFID), requesting voters authorize the issuance of school bonds on the ballot held on Tuesday, November 5, 2024 election. By approval of this measure by at least 55 percent of the registered voters voting on the measure, Tracy Unified School District (the "District") would be authorized to issue and sell bonds with respect to its School Facilities Improvement District No. 3. The use of such funds would be to repair/ upgrade classrooms, science labs, facilities, and technology for quality education in math, science, technology, arts, and engineering; remove hazardous materials like asbestos/ lead; fix deteriorating roofs, plumbing, and electrical systems; and improve school safety/ security, within the SFID #3. The measure designated that the proceeds of the bond, \$190 million, can only be used on the findings made in connection with the bond measure. An Oversight Committee will be appointed, following certification of the election, to monitor all bond expenditures.

**RATIONALE:** The bond measure received voter approval in excess of the 55% required and the District must now adopt a resolution certifying the results of the election to the County Board of Supervisors and that all election proceedings were accomplished according to law.

**FUNDING:** N/A

**RECOMMENDATIONS:** Adopt Resolution No. 24-09 of the Board of Education of Tracy Unified School District Certifying to the Board of Supervisors of San Joaquin County all Proceeding in the November 5, 2024, General Obligation Bond Election for the School Facilities Improvement District No. 3.

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



**TRACY UNIFIED SCHOOL DISTRICT  
RESOLUTION #24-09**

**Resolution of the Board of Education of Tracy Unified School District Certifying to the  
Board of Supervisors of San Joaquin County all Proceeding in the November 5, 2024,  
General Obligation Bond Election for the School Facilities Improvement District No. 3**

**WHEREAS**, the Board of Education of the Tracy Unified School District of the County of San Joaquin, State of California, previously adopted its Resolution (the “Resolution”) ordering an election for general obligation bonds (the “Bond Election”) to be held on November 5, 2024; and

**WHEREAS**, the Resolution was duly delivered to the Registrars of Voters for the County of San Joaquin; and

**WHEREAS**, the Resolution was duly delivered to the Clerk of the Board of Supervisors of San Joaquin County; and

**WHEREAS**, notice of the Bond Election was duly given; and

**WHEREAS**, on November 5, 2024, the Bond Election was duly held and conducted for the purpose of voting on the proposition of issuing bonds of the Tracy Unified School District School Facilities Improvement District No. 3 in the amount of \$190,000,000 (the “Bond Measure”); and

**WHEREAS**, the Board of Education of the Tracy Unified School District has received the Canvass and Statement of results of the election (“Certificate of Election Results”); and

**WHEREAS**, it appears from the Certificate of Election Results that more than fifty-five percent of the votes cast on the Bond Measure were in favor of issuing the aforementioned bonds.

**NOW, THEREFORE, THE BOARD OF EDUCATION OF THE TRACY UNIFIED SCHOOL DISTRICT DOES HEREBY FIND, DETERMINE AND CERTIFY AS FOLLOWS:**

**Section 1.** That entry be made upon the minutes of this meeting that the Bond Measure has been approved by more than fifty-five percent of the votes cast at the Bond Election.

**Section 2.** That it is hereby certified to the Board of Supervisors of San Joaquin County that all proceedings of the Tracy Unified School District in connection with the November 5, 2024, Bond Election have been accomplished according to law.

**Section 3.** That the Clerk of the Board is hereby requested to deliver a copy of this Resolution to the County Superintendent of Schools with a request that, pursuant to Education Code Section 15274, the

**PASSED AND ADOPTED,** THIS 17<sup>TH</sup> DAY OF DECEMBER 2024, BY THE FOLLOWING VOTE:

AYES:                      NOES:                      ABSTAIN:                      ABSENT:

Attest:

\_\_\_\_\_  
President  
Board of Education  
Tracy Unified School District

\_\_\_\_\_  
Clerk  
Board of Education  
Tracy Unified School District



## BUSINESS SERVICES MEMORANDUM

**TO:** Dr. Robert Pecot, Superintendent  
**FROM:** Tania Salinas, Assoc. Supt. of Business Services  
**DATE:** December 6, 2024  
**SUBJECT:** **Adopt Resolution 24-10 to Accept the Annual Developer Fee Report & Five-Year Findings for 2023-2024 Fiscal Year**

**BACKGROUND:** Effective January 1, 1997, Senate Bill No. 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. Subsequently, Assembly Bill No. 516, effective January 1, 2024, made further modifications to these requirements. The Annual Developer Fee Report and Five Year Finding requirements are set forth in Government Code sections 66001 & 66006.

**RATIONALE:** The attached report reflects the status of Developer Fee funds held in Fund 25 in accordance with applicable law.

Mitigation payments are paid in lieu of statutory developer fees (also known as school impact fees) pursuant to voluntary and mutually beneficial contracts and are exempt from the annual reporting requirements of Government Code sections 66001(d) & 66006(b). However, mitigation payments are included in the report for purposes of transparency and 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 and adopt the Annual Report & Five-Year Findings on the Collection and Expenditure of Developer Fees for Fiscal Year 2023-2024.

**Prepared by:** Tania Salinas, Associates Superintendent of Business Services.



**TRACY UNIFIED SCHOOL DISTRICT  
RESOLUTION NO. 24-10  
ACCEPTING THE ACCOUNTING OF DEVELOPER FEES  
(ANNUAL DEVELOPER FEE REPORT & FIVE-YEAR FINDINGS)  
FOR FISCAL YEAR 2023-2024  
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. Pursuant to Government Code section 65995(b)(3), the State Allocation Board, at its meeting in January 2022, and subsequently at its meeting in January 2024, adjusted the maximum amount of statutory school impact fees that may be imposed on new development based on the RS Means Construction Cost Index, which is independently published and referenced in the statute establishing school impact fees.
- B. 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 April 12, 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.*
- C. 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. While such mitigation payments are exempt from the annual reporting requirements of Government Code sections 66001(d) & 66006(b), 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.
- D. The District has received and expended Developer Fees and mitigation payments in fiscal year 2023-2024 in connection with the construction, reconstruction, rehabilitation, and refurbishment of the District’s school facilities (“School Facilities”) necessary to accommodate student population

growth resulting from development, to cover costs attributable to the increased demand or School Facilities reasonably related to new development and necessary to maintain existing levels of service, to reduce overcrowding caused by the development on which the fees were imposed, to reimburse the District for expenditures previously made on School Facilities, and/or for indirect and support services and other school-related considerations relating to the District's ability to accommodate enrollment growth generated from new development as permitted by law, 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. Such School Facilities projects (and other school-related considerations) include, without limitation, projects listed in the attached 2023-2024 Annual Developer Fee Report and Five-Year Developer Fee Findings, prior Annual Developer Fee Reports and Five-Year Findings, the Fee Studies, and the District's Facilities Master Plan, (currently under revision with anticipated finalization occurring in Winter 2024), and any updates thereto ("Master Plan"), which are each incorporated herein by reference.

- E. The collection of the Developer Fees is essential to provide necessary public school facilities to serve residential and commercial/industrial development projects, and is necessary to avoid, substantially lessen, or otherwise mitigate impacts of such projects on school facilities under the California Environmental Quality Act (Public Resources Code, §§21000, et seq.).
- F. The School Facilities Fee Resolutions approved and adopted the District's current and past Justification Studies, and the findings contained therein (collectively, the "Fee Studies"), which are each incorporated herein by reference. The Fee Studies and adopting School Facilities Fee Resolutions establish the requisite reasonable relationship (essential nexus) and rough proportionality between the purpose, need for, and use of the Developer Fees and the impact of development constructed within the District's boundaries in accordance with applicable law.
- G. 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 and mitigation payments in the Fund (including interest income earned thereon, if any), maintained the Fund in a manner to avoid any commingling of the Developer Fees and mitigation payments with other revenues and funds of the District, except for temporary investments, as applicable, and expended the Developer Fees solely for the purposes for which they were collected.
- H. 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) Construction Status
    - a. 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;
    - b. An identification of each public improvement identified in a previous report pursuant to (a), above,) and whether construction began on the approximate date noted in the previous report.
    - c. For a project identified pursuant to (b), above, for which construction did not commence by the approximate date provided in the previous report, the reason for the delay and a revised approximate date that the local agency will commence construction.
  - (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), the number of persons or entities identified to receive those refunds, and any allocations made pursuant to Government Code section 66001(f).
- I. 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 2023-2024 fiscal year:<sup>1</sup>

- (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.

J. 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 and website 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. Any person may file a written request for mailed notice of the District's Board Meeting to review the Annual Developer Fee Report pursuant to Government Code section 66006(b).

K. The Annual Developer Fee Report for the 2023-2024 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 December 2, 2024, and may be found on the District's website at the following link: <https://www.tracy.k12.ca.us/departments/facilities>. 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 posted on the District's website and mailed at least 15 days prior to this meeting to anyone who had requested it.

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<sup>1</sup> In the interest of transparency and consistency, the District strives to provide the information set forth under subpart (d) on an annual basis. However, the District's legal obligation to provide the information set forth in Government Code section 66001 is only mandated every five-years from the date of first deposit into Fund 25 after it was established.

- L. Pursuant to Government Code section 66006(d), any person may request an audit of the District's Developer Fees pursuant to Government Code section 66023.
- M. The facts and Findings set forth in the School Facility Fee Resolutions and the District's Justification Study are incorporated herein.
- N. The District has substantially complied with all of the foregoing provisions.
- O. 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.
- P. The District's Annual Independent Auditor's Report (Audit) for the 2023-2024 fiscal year is still pending completion. Should any modifications to the 2023-2024 Annual Developer Fee Report and Five-Year Developer Fee Findings be necessary upon completion of the audit, such modifications shall be presented to the public at least 15 days before review and approval by the Board at a regularly scheduled meeting, which shall occur no later than 180-days from the end of the 2023-2024 fiscal year.

## **2. What This Resolution Does.**

This Resolution makes various findings and takes various actions regarding the Fund, including the approval and adoption of the Fiscal Year 2023-2024 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 and incorporated herein by reference.

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. Although not required by statute, in the interest of transparency and consistency, the District has further included such information on mitigation payments collected and expended in said Report and proposed Findings. 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 posted on the District's website and mailed as required.

Section 3: That, in accordance with Government Code section 66006(b)(2), this Board has reviewed the Fiscal Year 2023-2024 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). Together in conjunction with its review and consideration of the 2023-2024 Annual Report & Findings, the Board has reviewed and considered the District's School Facilities Fee Resolutions, the current and past Fee Studies, the prior Annual Developer Fee Reports and Five-Year Findings, including the Report & Findings from fiscal year 2022-2023 and its adopting Resolution ("Prior Report"), the Master Plan, and the findings set forth therein, respectively, and hereby reasserts said findings. The School Facilities Fee Resolutions, the Fee Studies, the Prior Report, and the Master Plan are incorporated herein by reference.

Section 4: That the collection of the Developer Fees is essential to provide necessary public school facilities to serve residential and commercial/industrial development projects, and is necessary to avoid, substantially lessen, or otherwise mitigate impacts of such projects under the California Environmental Quality Act (Pub. Res. Code, §§21000, et seq.). Moreover, the Board reaffirms its findings that the Fee Studies and adopting School Facilities Fee Resolutions establish the requisite reasonable relationship (essential nexus) and rough proportionality between the purpose, need for, and use of the Developer Fees and the impact of development constructed within the District's boundaries in accordance with applicable law as more specifically set forth therein, and as set forth in the 2023-2024 Report & Findings. The Board additionally finds 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. The District's School Facility Fee Resolutions and the District's Justification Study, and the Findings set forth therein, are incorporated herein.

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: That the unexpended amounts currently held in the Fund are either encumbered for projects already approved by the Board or will be needed for projects already identified in the District's budget, Annual Reports & Findings, and/or facilities master planning documents (including, without limitation, the Master Plan) and as otherwise justified by the Fee Studies and adopted by the School Facilities Fee Resolutions.

Section 7: 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 8: 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 9: That the Board hereby approves and adopts the attached Fiscal Year 2023-2024 Annual Developer Fees Report and Five-Year Developer Fee Findings.

Section 10: 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 17th DAY OF DECEMBER, 2024, BY THE FOLLOWING VOTE:

AYES:                      NOES:                      ABSTAIN:                      ABSENT:

Attest:

\_\_\_\_\_  
President  
Board of Education  
Tracy Unified School District

\_\_\_\_\_  
Clerk  
Board of Education  
Tracy Unified School District

## ***EXHIBIT A***

# **TRACY UNIFIED SCHOOL DISTRICT'S FISCAL YEAR 2023-2024 ANNUAL DEVELOPER FEE REPORT AND FIVE –YEAR DEVELOPER FEE FINDINGS**

**(Government Code §§ 66001 & 66006)**

### **I. Annual Developer Fee Report**

The fee amounts reported were authorized by the District's Board of Education.<sup>2</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) Statutory Level 1 Developer Fees
  - Commercial/industrial development
  - Mini-storage category of commercial/industrial development
  - New residential development, including Accessory Dwelling Units (“ADU”)
  - Residential additions, remodels, expansions, reconstruction
  - Senior housing
- (2) Mitigation Payments<sup>3</sup> pursuant to voluntary mitigation agreements
  - New residential development
  - Commercial/industrial development

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<sup>2</sup> See Resolution No. 17-24, dated March 13, 2018, and Resolution No. 21-16, dated April 12, 2022.

<sup>3</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 for purposes of consistency and transparency. 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.

B. AMOUNT OF FEE – The amount of the Developer Fees for the 2023-2024 fiscal year:

| <b>Type of Fee Collected</b>        |                         |                                   |  |                                 |                                       |
|-------------------------------------|-------------------------|-----------------------------------|--|---------------------------------|---------------------------------------|
| <i>Effective Date:</i>              | 1/1/2019                | 3/24/2020<br>(K-12<br>Boundaries) | 03/24/2020<br>(K-8 Feeder<br>Boundaries) | 6/11/22<br>(K-12<br>Boundaries) | 6/11/22<br>(K-8 Feeder<br>Boundaries) |
| Level 1 - Residential               | N/A                     | \$4.08/sf                         | \$1.02/sf                                | \$4.79/sf                       | \$1.1975/sf                           |
| Level 1 – Commercial/<br>Industrial | N/A                     | \$0.66 /sf                        | \$0.165/sf                               | \$0.78/sf                       | \$0.195/sf                            |
| Level 1 – Rental/ Mini-storage      | N/A                     | \$0.066/sf                        | \$0.012/sf                               | \$0.066/sf                      | \$0.012/sf                            |
| Level 1 – Senior Housing            | N/A                     | \$0.66/sf                         | \$0.165/sf                               | \$0.78/sf                       | \$0.78/sf                             |
| Mitigation Payments                 | \$7,293.18 / SFD (COC); | N/A                               | N/A                                      | N/A                             | N/A                                   |

C. BEGINNING & ENDING FUND BALANCE FOR FISCAL YEAR 2023-2024:

|                                       |                              |
|---------------------------------------|------------------------------|
| July 1, 2023, Beginning Fund Balance: | \$49,890,095 <sup>4</sup>    |
| June 30, 2024, Ending Fund Balance:   | \$36,886,728.80 <sup>5</sup> |

<sup>4</sup> There is a difference between the Fund 25 FY 2022/2023 ending balance and the FY 2023/2024 beginning balance due to the County accounting finalization occurring after the District's internal budgeting and reconciliation processes, which is completed after June 30th..

<sup>5</sup> The District's practice is to transfer funds held in Fund 25, which accounts for developer fees, upon full project completion and final payment. Thus, the Ending Balance is not a true reflection of the available Fund 25 balance because it does not account for expenditures made for projects from other accounts, such as Fund 01 and 35, but not yet transferred out of Fund 25, or for planned projects or projects in the preliminary development stages for which amounts have been encumbered / committed by contract or otherwise, but not yet expended.

D. REVENUE:

The amount of the Developer Fees collected and the interest earned, if any, for the 2023-2024 fiscal year:

|                                   |                        |
|-----------------------------------|------------------------|
| Amount of fees collected (gross): | \$ 3,783,907.53        |
| Interest earned (N/A):            | \$ 0.00                |
| <b>TOTAL REVENUE (GROSS):</b>     | <b>\$ 3,783,907.53</b> |

E. EXPENDITURES:

Projects on which Developer Fees were expended during Fiscal Year 2023-2024 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 Fiscal Year 2023-2024</b> | <b>% Funded with Developer Fees</b> |
|---|---|-------------------------------------|
| Professional/Consulting Services – Dannis Woliver Kelley legal fees incurred in connection with fee-related school facility projects, fee adoption, and requisite reporting (Ed. Code, s. 17620(a)(5); Gov. Code, s. 66001(a),(b)&(d); 66016; & 66018). | \$35,579.50                                     | 100%                                |
| Modular Building Expansion Projects ( <b>Phase 1</b> - BES, JES, HES, PES, McKES, Frieler, & KES)   | \$12,565,329.00                                 | 100%                                |
| Tracy High School Tennis Court Renovation (to maintain existing levels of service due to increased demand on the facilities generated by new development)   | \$880,000.00                                    | 100%                                |

|   |  |      |
|---|--|------|
| West High School Agricultural Center Expansion Project<br><b>Phase 1</b> (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) | \$4,930,308.15   | 100% |
| Kimball HS Tennis Court Renovation (to maintain existing levels of service due to increased demand on the facilities generated by new development)  | \$ 2,328,000.00  | 100% |
| 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)  | \$ 137,541.81 (North)<br>\$ 196,041.41 (Monte Vista)<br>\$ 72,298.01 (South West)<br>\$ 184,942.34 (Villalovoz)<br><br>Total: \$590,823.57 | 100% |
| Construction management support services for multiple facilities projects due to increased demand on the facilities generated by new development (RGMK)   | \$315,523.20   | 100% |



|   |  |      |
|---|--|------|
| Architectural Services for Modular Building Expansion ( <b>Phase 2</b> ) at multiple sites, including Poet School outdoor classroom project (to accommodate growth generated by new development)  | \$1,089,672.48   | 100% |
| Architectural services for Kimball High Expansion of Classroom Facilities (to accommodate student growth generated by new development and to maintain existing levels of service due to the increase demands on the facilities generated by new development). | \$34,805.00 (current design review fees)<br>(also noted in Section F below)                | 100% |
| <b>Phase 2</b> - TK/K Facilities Expansion Projects (Bohn Elementary School, Freiler Elementary, Gladys Poet Christian Elementary, Hirsch Elementary, Jacobson Elementary, and Villalovoz Elementary)   | \$4,591,546.00<br>(also noted in Section F below)  | 100% |
| Reimbursement of direct and administrative costs incurred for collecting developer fees for 2023-2024 FY (up to 3% of amount of developer fees collected in same fiscal year)*  | \$113,517.23<br><br>(3% of revenues 2023-2024 FY developer fee revenues of \$3,783,907.53) |      |

|  |                                    |      |
|--|------------------------------------|------|
| Inspection and testing support services for multiple facilities projects due to increased demand on the facilities generated by new development (Kimball, West HS and Tracy HS)                                      | \$324,000.00                       | 100% |
| McKinley Elementary - 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 | \$185,000.00                       | 100% |
| <b>TOTAL</b>   | <b>\$27,984,104.13<sup>6</sup></b> |      |

\*(Ed. Code § 17620(a)(5))

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<sup>6</sup> See footnote 5.

F. INCOMPLETE PROJECTS FUNDED WITH DEVELOPER FEE REVENUES:

Incomplete Projects for which sufficient funds have been collected (as of June 30, 2024) to complete financing of the Project, and the approximate date by which construction of the Project will commence:<sup>7</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> | <b>(1) Project Did Not Commence Per Previous Report, (2) Reason, (3) Anticipated Commencement Date</b> |
|---|--|-----------------------------------|--|
| <b>Phase 2</b> - TK/K Facilities Expansion Projects (Bohn Elementary School, Freiler Elementary, Gladys Poet Christian Elementary, Hirsch Elementary, Jacobson Elementary, and Villalovoz Elementary)                       | Fall 2024  | \$4,591,546.00                    | N/A  |
| <b>Phase 3</b> - TK/K Facilities Expansion Projects (Bohn Elementary School, Freiler Elementary, Gladys Poet Christian Elementary, Hirsch Elementary, Jacobson Elementary, George Kelly and Villalovoz Elementary)          | Spring 2025  | \$9,600,000.00                    | N/A  |
| <b>Phase 4</b> - TK/K Facilities Classroom Renovation Projects (Bohn Elementary School, Gladys Poet Christian Elementary, Hirsch Elementary, Jacobson Elementary,)  | Summer 2024  | \$5,000,000.00                    | N/A  |
| Architectural Services for TK/K Facilities (to accommodate student growth generated by new development and maintain existing levels of service due to the increased demands on the facilities generated by new development) | Winter 2025-2026                                   | \$900,000.00                      | N/A  |

<sup>7</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 in previous reports.

|  |                  |  |   |
|--|------------------|--|---|
| Inspection and testing support services for multiple facilities projects due to increased demand on the facilities generated by new development (Kimball, West HS and Tracy HS)  | 2026-2027        | \$70,000.00  | N/A   |
| West High School Agricultural Center Expansion Project <b>Phase 2</b> -construction costs (AG Shop and Training Facility) (to accommodate student growth generated by new development)   | Winter 2025      | \$12,000,000.00 plus \$2,400,000 (20% non-design related soft costs) | N/A   |
| Architectural services for Kimball High Expansion of Classroom Facilities (to accommodate student growth generated by new development and to maintain existing levels of service due to the increase demands on the facilities generated by new development) | Winter 2024-2025 | \$655,000.00   | N/A   |
| 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 (Kimball, Williams, Hirsch)                                      | 2024-2025        | \$650,000.00   | N/A   |
| Justification Study and Level 2 SFNA (Woolpert)  | Winter 2024-2025 | \$ 12,000.00   | Revision to scope of work and engagement of multiple contractors led to delay in anticipated commencement noted in prior report as Winter 2023-2024. Now anticipated to commence in Winter 2024-2025. |
| Professional services for developing Master Plan (K12 Partners) and Commissioned Safety Plan (Knowledge by Design)   | 2024-2025        | \$ 85,000.00   | Revision to scope of work and engagement of multiple contractors led to delay in anticipated commencement noted in prior report as Winter 2023-   |

|               |  |  |  |
|---------------|--|--|--|
|               |  |  | 2024. Now anticipated to commence in Winter 2024-2025. |
| <b>Total:</b> |  | <b>\$35,963,546.00<br/>(estimated)</b> |  |

During the 2024-25 fiscal year, the District is currently under contract with a consultant in order to prepare an updated Developer Fee Justification Study to reflect the State Allocation Board’s (“SAB”) 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. The District has also engaged a consultant to prepare a Level 2 fee School Facilities Needs Analysis.

Additionally, the District intends to expand 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. Additional projects not yet funded, but in planning to address additional District facility demands due to development include:

- Tracy High School Gym and Aquatic Center Expansion of Facilities - \$ 1,575,000<sup>8</sup>
  - Kimball High Expansion of Classroom Facilities - \$10,800,000
  - West High School Theater and Auditorium Expansion - \$ 1,215,000<sup>9</sup>

**TOTAL: \$13,590,000** (estimated)

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<sup>8</sup> This amount accounts only for professional services not total project cost amounts.

<sup>9</sup> This amount accounts only for professional services not total project cost amounts.

G. INTERFUND TRANSFERS & LOANS:

Description of each interfund transfer or loan made to and/or from the Fund for the 2023-2024 fiscal year:

| Amount of Interfund Transfer or Loan | Project that Transferred or Loaned Fees Expended on | Date Loan to be Repaid (Loans Only) | Rate of Interest on Loan (Loans Only) |
|--------------------------------------|---|-------------------------------------|---------------------------------------|
| \$0                                  |   |                                     |                                       |

Table G reflects amounts not yet transferred from the developer fee account, but that have been encumbered and/or spent from other accounts, and will be transferred out of the developer fee account in the FY 2024-25. These include:

- \$35,579.50 in professional service fees (legal expenses) in connection with the adoption of developer fees and requisite reporting for Fiscal Year 2023-24 inadvertently not previously transferred.

H. REFUNDS & ALLOCATIONS:

The amount of refunds made pursuant to Government Code section 66001(e), the number of persons or entities identified to receive such refunds (zero), and allocations made pursuant to Government Code section 66001(f) for the 2022-23 fiscal year:

|                   |     |
|-------------------|-----|
| Refunds Made:     | \$0 |
| 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 2023-2024 Annual Developer Fee Report. The District hereby further incorporates its Findings set forth in its School Facility Fee Resolutions and the District's Justification Study as though fully set forth herein.

Each of the capitalized letters A-D, below, correspond to the specific letter and portion of Government Code section 66001(d)(1).

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 2023-24 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 Developer Fee Report, along with those projects identified in the District's Facilities Master Plan (currently under revision with anticipated finalization occurring in Winter 2024), 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 a 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 existing and past Justification Studies 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>10</sup>

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<sup>10</sup> The District is in the process of conducting an updated Justification Study in connection with the adoption of this Annual and Five-Year Report. The Justification Study is anticipated to be completed and adopted by the Board in 2025. The District's Justification Study and subsequent Board action is incorporated herein by reference.

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 2023-2024 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<sup>11</sup></u>    |
|--------------------------------------|--|
| Developer Fees                       | See Section F of Annual Report; See Section A, above |
| Matching State Funds                 | See footnote 8.                                      |
| 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 unfunded facilities needed is \$13,590,000.

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 2023-2024 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 Date of Funding Expected</u> |
|--|---|
| Developer Fees (including Mitigation Payments) | End of FY 2026 <sup>12</sup>                |
| Measure O <sup>10</sup>                        | \$190,000,000                               |
| <b>Total Anticipated Funding:</b>              | <b>\$190,000,000</b>                        |

<sup>11</sup> If the District receives State of California funding, the payment allocation will be 60% developer fees, 40% State funding. Otherwise, developer fees will account for 100% of project funding. Based on past State funding applications, there is no guarantee the District will receive State funding.

<sup>12</sup> Based on projected current school facility needs.

<sup>10</sup> The District placed Measure O on the ballot for November 5, 2024. Measure O passed and authorizes the District to issue \$190,000,000 in bonds with bond revenue would be used to repair/ upgrade classrooms, science labs, facilities, and technology for quality education in math, science, technology, arts, and engineering; remove hazardous materials like asbestos/lead; fix deteriorating roofs, plumbing, and electrical systems; and improve school safety/security.





## BUSINESS SERVICES MEMORANDUM

**TO:** Dr. Robert Pecot, Superintendent  
**FROM:** Tania Salinas, Associate Superintendent Business Services  
**DATE:** December 6, 2024  
**SUBJECT:** Adopt Resolution No. 24-11 to Award and Approve the RFQ/RFP for Lease-Leaseback Construction Services for the Merrill F. West HS Agriculture CTE Building Project

**BACKGROUND:** The Tracy Unified School District is responding to increasing enrollment interest and evolving educational demands by planning new facilities to address critical space shortages, particularly at West High School. Currently, the school lacks adequate classroom space and agricultural facilities to support student growth and specialized programs. These limitations hinder the district's ability to provide comprehensive educational services, especially in agriculture, which is a vital field in the region.

To meet these needs, the District is planning to construct modern, flexible classrooms and state-of-the-art agricultural facilities. These developments will alleviate overcrowding, enhance hands-on learning opportunities, and align with local economic priorities. By expanding infrastructure, the District is reaffirming its commitment to delivering high-quality, career-focused education that prepares students for college, careers, and future success.

**RATIONALE:** Tracy Unified School District's planned facility expansion at West High School addresses critical space shortages and supports the growing program. By adding modern classrooms and agricultural facilities, the district will enhance educational quality, alleviate overcrowding, and provide hands-on learning opportunities in agriculture, a key regional industry. These improvements align with local workforce needs and prepare students for college and careers, reaffirming the District's commitment to delivering high-quality, future-focused education.

The district desires to award and approve the RFQ/RFP for Lease-Leaseback Construction Services for the West HS Ag. CTE Building Project.; to ACME Construction, Inc. as a responsive and prequalified bidder meeting the conditions pursuant to Public Contract Code section 20111.5.

Therefore, the attached RFQ/RFP for Lease-Leaseback Construction Services for the Merrill F. West HS Agriculture CTE Building Project are complete and final to be issued.

**FUNDING:** Fund 25

**RECOMMENDATIONS:** Adopt Resolution No. 24-11 to Award and Approve the RFQ/RFP for Lease-Leaseback Construction Services for the Merrill F. West HS Agriculture CTE Building Project.

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



**TRACY UNIFIED SCHOOL DISTRICT  
RESOLUTION #24-11**

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE  
TRACY UNIFIED SCHOOL DISTRICT  
RESOLUTION SUPPORTING AWARD AND APPROVE THE RFQ/RFP FOR  
LEASE-LEASEBACK CONSTRUCTION SERVICES FOR THE MERRILL F. WEST  
HS AGRICULTURE CTE BUILDING PROJECT.**

THIS NOTICE OF AWARD AND AGREEMENT for Lease-Leaseback Construction Services (“Agreement”) is made on December 17, 2024 (“Commencement Date”), by and between the Tracy Unified School District, a California public school district, and ACME Construction, Inc., a licensed general contractor in the State of California (“Contractor”).

**RECITALS**

**WHEREAS**, the Tracy Unified School District (“District”) is currently undertaking a project known as the Merrill F. West HS Agriculture CTE Building Project (“Project”); and

**WHEREAS**, The District provided public notice, and construction documents for the purpose of receiving the RFQ/RFP for Lease-Leaseback Construction Services.

**WHEREAS**, The District received sealed RFQ/RFP for Lease-Leaseback Construction Services, from only prequalified contractors Pursuant to Public Contract Code section 20111.5.

**WHEREAS**, District staff, in conjunction with District consultants, reviewed all submitted RFQ/RFP for Lease-Leaseback Construction Services for the Project in response to the notice and documents issued in accordance with the Public Contract Code.

**WHEREAS**, after consideration and review of all the information related to the RFQ/RFP for Lease-Leaseback Construction Services, the Board hereby supports the award and approval of the RFQ/RFP for Lease-Leaseback Construction Services for the Merrill F. West HS Agriculture CTE Building Project. to ACME Construction, Inc.

**NOW THEREFORE**, in consideration of the aforementioned notice to award and approve the RFQ/RFP for Lease-Leaseback Construction Services for the Merrill F. West HS Agriculture CTE Building Project is hereinafter set forth, District and Contractor agree as follows:

**PASSED AND ADOPTED**, THIS 17<sup>TH</sup> DAY OF DECEMBER 2024, BY THE FOLLOWING VOTE:

AYES:                      NOES:                      ABSTAIN:                      ABSENT:

Attest:

\_\_\_\_\_  
President  
Board of Education  
Tracy Unified School District

\_\_\_\_\_  
Clerk  
Board of Education  
Tracy Unified School District



## **BUSINESS SERVICES MEMORANDUM**

**TO:** Dr. Rob Pecot, Superintendent  
**FROM:** Tania Salinas, Associate Superintendent for Business Services  
**DATE:** December 3, 2024  
**SUBJECT:** **Accept the Fiscal Year 2023-24 Annual Financial Audit**

**BACKGROUND:** Education code 41020.3 requires that the governing body of each local education agency contract for auditing services and review, at a public meeting, the annual audit of the local education agency for the prior year, any audit exceptions identified in that audit, the recommendations or findings of any management letter issued by the auditor, and any description of correction or plans to correct any exceptions or management letter issued. This review shall be placed on the agenda of the meeting pursuant to Section 35145, which requires that the meeting be open to the public, that minutes be taken, and that an agenda be posted within the limitations of other regular board meetings.

**RATIONALE:** The audit for the 2023-24 fiscal year is complete and will be presented to the governing board for approval. The audit document represents the results of work completed in accordance with GASB Statement Number 34. The financial report states that in the auditor's independent opinion, the district's records represent fairly, in all material respects, the financial position of the Tracy Unified School District at June 30, 2024.

The audit confirms that the results of our operations and the cash flow of the district's funds for the year are in conformity with accounting principles generally accepted in the United States of America.

**FUNDING:** This report generates no cost.

**RECOMMENDATION:** Accept the Fiscal Year 2023-24 Annual Financial Audit.

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



## EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Robert Pecot, Superintendent  
**FROM:** Dr. Zachary Boswell, Associate Superintendent of Educational Services  
**DATE:** December 2, 2024  
**SUBJECT:** **Approve Revised McKinley School Site Plan and Budget for 2024-2025 School Year**

**BACKGROUND:** The 2024-25 School Site Plans and Budgets were approved by the school board in Spring 2024 as required by the Every Student Succeeds Act (ESSA). Upon examination of vendor quotes, anticipated expenses, and funding sources for resources there are proposed adjustments to the site budget.

**RATIONALE:** Changes of this nature require both individual School Site Council and Local Education Agency (LEA) Governing Board approval. These changes have been reviewed by District staff and were approved by the McKinley Elementary School Site Council during the month of August in order to meet site goals for student achievement. The proposed changes are as follows: Add 2b2 Contract with Boys and Girls Club to provide structured activities and mentoring during lunch recess to help reduce behaviors. Reduce 1b1 by \$5600 and move to 2b2 since the district is covering this expense.

These changes support District strategic goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or career goals and District strategic goal #3: apply fiscal, operation, and community resources to ensure a safe learning environment that supports staff and student goals.

**FUNDING:** There is no additional cost for these revisions.

**RECOMMENDATION:** Approve Revised McKinley School Site Plan and Budget for the 2024-25 school year.

**Prepared by:** Shannon Bancroft, Principal, McKinley Elementary School.



## EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Robert Pecot, Superintendent  
**FROM:** Dr. Zachary Boswell, Associate Superintendent of Educational Services  
**DATE:** December 17, 2024  
**SUBJECT:** Approve the Arts and Music Instructional Materials Discretionary Block Grant (AMIM) Plans for All TUSD Schools

**BACKGROUND:** On June 30, 2022, Governor Newsom approved AB 181, establishing the Arts, Music, and Instructional Materials (AMIM) Discretionary Block Grant. In September of 2022, Governor Newsom approved AB 185, revising the AMIM for the following five purposes: (1) obtaining standards-aligned professional development and instructional materials for specified subject areas; (2) obtaining professional development and instructional materials for improving school climate; (3) developing diverse, culturally relevant and multilingual school library book collections; (4) operational costs; and (5) COVID-19 related costs necessary to keep pupils and staff safe and schools open for in-person instruction. This measure mandates that funds must be apportioned and expended by June 30, 2026. The Board of any LEA receiving funds shall discuss and approve a plan for the expenditure of funds at a regularly scheduled board meeting. AMIM is a one-time grant apportionment intended to support students continued need for in-person school instruction. The District, based on collaborative partner feedback, developed a plan to spend these funds in alignment with other state grant funds.

**RATIONALE:** The legislation encourages LEAs to proportionally use resources identified in AB 185, Section 134(a)(1)-(5), as stated above.

Tracy Unified received \$8,177,606.00 in AMIM funding to support arts, music, physical education instruction, improve school climate efforts, sustain robust school libraries, provide ongoing intervention and support for students identified as at risk, and to comply with current COVID-19 reporting guidelines.

AMIM funds can be utilized for a wide range of educational purposes. These include, but are not limited to, providing instruction and training, acquiring necessary supplies and materials, providing counseling/mental health supports, and paying the salary/benefits of certain employees working within this scope.

**FUNDING:** All AMIM funds are provided via AB 185 legislation as a one-time apportionment.

**RECOMMENDATION:** Approve the Arts and Music Instructional Materials Discretionary Block Grant (AMIM) Plans for All TUSD Schools.

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



## Arts, Music, and Instructional Materials Discretionary Block Grant 2022 Expenditure Plan

|                       |                               |
|-----------------------|-------------------------------|
| <b>LEA Name:</b>      | Tracy Unified School District |
| <b>Contact Name:</b>  | Dr. Michael Bunch             |
| <b>Email Address:</b> | mbunch@tusd.net               |
| <b>Phone Number:</b>  | 209-8303210                   |

|   |              |
|---|--------------|
| <b>Total Amount of funds received by the LEA:</b> | 8,177.606.00 |
|---|--------------|

|  |  |
|--|--|
| <b>Date of adoption at a public meeting:</b> |  |
|--|--|

AB 181 Sec. 134

AB 185 Sec. 56

(a) For the 2022–23 fiscal year, the sum of three billion five hundred sixty million eight hundred eighty-five thousand dollars (\$3,560,885,000) is hereby appropriated from the General Fund to the State Department of Education to establish the Arts, Music, and Instructional Materials Discretionary Block Grant, for allocation to county offices of education, school districts, charter schools, and the state special schools to:

(1) Obtain standards-aligned professional development and acquire instructional materials, in the following subject areas:

- (A) Visual and performing arts.
- (B) World languages.
- (C) Mathematics.
- (D) Science, including environmental literacy.
- (E) English language arts, including early literacy.
- (F) Ethnic studies.
- (G) Financial literacy, including the content specified in Section 51284.5 of the Education Code.
- (H) Media literacy.
- (I) Computer science.
- (J) History-social science.

| Planned Activity  | Budgeted<br>2022-23 | Budgeted<br>2023-24 | Budgeted<br>2024-25 | Budgeted<br>2025-26 | Total<br>Budgeted per<br>Activity |
|---|---------------------|---------------------|---------------------|---------------------|-----------------------------------|
| Purchase Instructional Materials to Support Standards-Aligned Instructional Programs. |                     |                     | 50,000.00           |                     | 50,000.00                         |
| <b>Subtotal</b>   |                     |                     | <b>50,000.00</b>    |                     | <b>50,000.00</b>                  |

(2) Obtain instructional materials and professional development aligned to best practices for improving school climate, including training on deescalation and restorative justice strategies, asset-based pedagogies, antibias, transformative social-emotional learning, media literacy, digital literacy, physical education, and learning through play.

| Planned Activity  | Budgeted<br>2022-23 | Budgeted<br>2023-24 | Budgeted<br>2024-25 | Budgeted<br>2025-26 | Total<br>Budgeted per<br>Activity |
|---|---------------------|---------------------|---------------------|---------------------|-----------------------------------|
| Purchase Instructional Materials to Support and Improve School Climate. |                     |                     | 77,250.27           |                     | 77,250.27                         |
| Subtotal  |                     |                     | 77,250.27           |                     | 77,250.27                         |

(3) Develop diverse book collections and obtain culturally relevant texts, including leveled texts, in both English and pupils' home languages, to support pupils' independent reading. It is the intent of the Legislature that these book collections and culturally relevant texts be used to provide support for pupils through the establishment of site-based school and classroom libraries that are culturally relevant to pupils' home and community experiences and be available in English, pupils' home language, or a combination of more than one language.

| Planned Activity | Budgeted<br>2022-23 | Budgeted<br>2023-24 | Budgeted<br>2024-25 | Budgeted<br>2025-26 | Total<br>Budgeted per<br>Activity |
|------------------|---------------------|---------------------|---------------------|---------------------|-----------------------------------|
|                  |                     |                     |                     |                     |                                   |
| Subtotal         |                     |                     |                     |                     |                                   |

(4) Operational costs, including but not limited, to retirement and health care cost increases.

| Planned Activity | Budgeted<br>2022-23 | Budgeted<br>2023-24 | Budgeted<br>2024-25 | Budgeted<br>2025-26 | Total<br>Budgeted per<br>Activity |
|------------------|---------------------|---------------------|---------------------|---------------------|-----------------------------------|
|                  |                     |                     |                     |                     |                                   |
| Subtotal         |                     |                     |                     |                     |                                   |

(5) As related to the COVID-19 pandemic, acquire personal protective equipment, masks, cleaning supplies, COVID-19 tests, ventilation upgrades, and other similar expenditures, if they are necessary to keep pupils and staff safe from COVID-19 and schools open for in-person instruction.

| Planned Activity  | Budgeted<br>2022-23 | Budgeted<br>2023-24 | Budgeted<br>2024-25 | Budgeted<br>2025-26 | Total<br>Budgeted per<br>Activity |
|---|---------------------|---------------------|---------------------|---------------------|-----------------------------------|
| COVID-19<br>CLERK-to continue mandated<br>OSHA reporting for the next 3 years |                     |                     | 53,924.88           | 54,733.75           | 108,658.63                        |
| Subtotal  |                     |                     | 53,924.88           | 54,733.75           | 108,658.63                        |

(6) Intervention to support at-risk students.

| Planned Activity  | Budgeted<br>2022-23 | Budgeted<br>2023-24 | Budgeted<br>2024-25 | Budgeted<br>2025-26 | Total<br>Budgeted per<br>Activity |
|---|---------------------|---------------------|---------------------|---------------------|-----------------------------------|
| Paraprofessionals to support Kindergarten classrooms to narrow the achievement gap  |                     |                     | 898,864.34          | 912,347.31          | 1,811,211.65                      |
| Paraprofessionals to support students K-12 to address barriers to learning and narrow the achievement gap   |                     |                     | 2,201,512.43        |                     | 2,201,512.43                      |
| 3 Teacher Librarians to support literacy  |                     |                     | 554,526.77          | 562,844.67          | 1,117,371.44                      |
| Additional counselors hired at the K-8 (3), 6-8 (2), and high schools (3), to provide support to students and families to increase college and career readiness. (need to change amount to subtract |                     |                     | 1,395,335.77        | 1,416,265.81        | 2,811,601.58                      |
| <b>Subtotal</b>   |                     |                     | <b>5,050,239.31</b> | <b>2,891,457.79</b> | <b>7,941,697.10</b>               |

**Summary of Expenditures**

|                                       |              |
|---------------------------------------|--------------|
| Total Planned Expenditures (1) to (6) | 8,177,606.00 |
|---------------------------------------|--------------|

(b) The Superintendent of Public Instruction shall apportion funds proportionally to county offices of education, school districts, charter schools, and the state special schools on the basis of an equal amount per unit of average daily attendance for kindergarten and grades 1 to 12, inclusive, as those numbers were reported as of the second principal apportionment for the 2021–22 fiscal year. The average daily attendance for each state special school shall be deemed to be 97 percent of the enrollment as reported in the California Longitudinal Pupil Achievement Data System as of the 2021–22 Fall 1 Submission.

(c) Funding appropriated pursuant to this section shall be available for encumbrance through the 2025–26 fiscal year. Local educational agencies are encouraged, but not required, to proportionally use resources received pursuant to this section for the purposes noted in paragraphs (1) to (5), inclusive, of subdivision (a) and to support arts and music education programs.

(d) For purposes of this section, standards-aligned instructional materials includes, but is not limited to, books for school and classroom libraries.

(e) The governing board or body of each school district, county office of education, or charter school receiving funds pursuant to this section shall discuss and approve a plan for the expenditure of funds received pursuant to this section at a regularly scheduled public meeting. It is the intent of the Legislature that each school district, county office of education, or charter school expend any resources received pursuant to this section consistent with their governing board or body approved plan.

| Planned Activity            | Budgeted<br>2022-23 | Budgeted<br>2023-24 | Budgeted<br>2024-25 | Budgeted<br>2025-26 | Total<br>Budgeted per<br>Activity |
|-----------------------------|---------------------|---------------------|---------------------|---------------------|-----------------------------------|
|                             |                     |                     |                     |                     |                                   |
| <b>Subtotal Section (1)</b> |                     |                     | <b>50,000.00</b>    |                     | <b>50,000.00</b>                  |
| <b>Subtotal Section (2)</b> |                     |                     | <b>77,250.27</b>    |                     | <b>77,250.27</b>                  |

| Planned Activity            | Budgeted<br>2021-22 | Budgeted<br>2022-23 | Budgeted<br>2023-24 | Budgeted<br>2024-25 | Total<br>Budgeted (per<br>Activity) |
|-----------------------------|---------------------|---------------------|---------------------|---------------------|-------------------------------------|
| <b>Subtotal Section (5)</b> |                     |                     | 53,924.88           | 54,733.75           | 108,658.63                          |
| <b>Subtotal Section (6)</b> |                     |                     | 5,050,239.31        | 2,891,457.79        | 7,941,697.10                        |
| <b>Totals by year</b>       | <b>0.00</b>         | <b>0.00</b>         | <b>5,231,414.46</b> | <b>2,946,191.54</b> | <b>8,177,606.00</b>                 |

Total planned expenditures by the LEA:

8,177,606.00

#### General Instructions

This example template is provided as a resource as one way to develop an expenditure plan for the Arts, Music, and Instructional Materials Discretionary Block Grant of 2022. LEAs are cautioned to refer to AB 181, Sec. 134, (amended by AB 185, Sec. 56) for all program requirements. Please verify all calculations/formulas before finalizing the plan.



## EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Robert Pecot, Superintendent  
**FROM:** Dr. Zachary Boswell, Associate Superintendent of Educational Services  
**DATE:** December 17, 2024  
**SUBJECT:** Approve the Arts and Music Instructional Materials Discretionary Block Grant (AMIM) Plans for Tracy Independent Study Charter School

**BACKGROUND:** On June 30, 2022, Governor Newsom approved AB 181, establishing the Arts, Music, and Instructional Materials (AMIM) Discretionary Block Grant. In September of 2022, Governor Newsom approved AB 185, revising the AMIM for the following five purposes: (1) obtaining standards-aligned professional development and instructional materials for specified subject areas; (2) obtaining professional development and instructional materials for improving school climate; (3) developing diverse, culturally relevant and multilingual school library book collections; (4) operational costs; and (5) COVID-19 related costs necessary to keep pupils and staff safe and schools open for in-person instruction. This measure mandates that funds must be apportioned and expended by June 30, 2026. The Board of any LEA receiving funds shall discuss and approve a plan for the expenditure of funds at a regularly scheduled board meeting. AMIM is a one-time grant apportionment intended to support students continued need for in-person school instruction. Tracy Charter School, with collaborative partner feedback, developed a plan to spend these funds in alignment with other state grant funds.

**RATIONALE:** The legislation encourages LEAs to proportionally use resources identified in AB 185, Section 134(a)(1)-(5), as stated above.

Tracy Charter School received \$171,790.00 in AMIM funding to support arts, music, physical education instruction, improve school climate efforts, sustain robust school libraries, provide ongoing intervention and support for students identified as at risk, and to comply with current COVID-19 reporting guidelines.

AMIM funds can be utilized for a wide range of educational purposes. These include, but are not limited to, providing instruction and training, acquiring necessary supplies and materials, providing counseling/mental health supports, and paying the salary/benefits of certain employees working within this scope.

**FUNDING:** All AMIM funds are provided via AB 185 legislation as a one-time apportionment.

**RECOMMENDATION:** Approve the Arts and Music Instructional Materials Discretionary Block Grant (AMIM) Plans for Tracy Independent Study Charter School.

**Prepared by:** Annabelle Lee, Principal of Tracy Independent Study Charter School.

## Arts, Music, and Instructional Materials Discretionary Block Grant 2022 Expenditure Plan

|                       |   |
|-----------------------|---|
| <b>LEA Name:</b>      | Tracy Independent Study Charter School, Tracy Unified School District |
| <b>Contact Name:</b>  | Annabelle Lee   |
| <b>Email Address:</b> | alee@tusd.net   |
| <b>Phone Number:</b>  | 2098303380  |

|   |              |
|---|--------------|
| <b>Total Amount of funds received by the LEA:</b> | \$171,790.00 |
|---|--------------|

|  |  |
|--|--|
| <b>Date of adoption at a public meeting:</b> |  |
|--|--|

AB 181 Sec. 134

AB 185 Sec. 56

(a) For the 2022–23 fiscal year, the sum of three billion five hundred sixty million eight hundred eighty-five thousand dollars (\$3,560,885,000) is hereby appropriated from the General Fund to the State Department of Education to establish the Arts, Music, and Instructional Materials Discretionary Block Grant, for allocation to county offices of education, school districts, charter schools, and the state special schools to:

(1) Obtain standards-aligned professional development and acquire instructional materials, in the following subject areas:

- (A) Visual and performing arts.
- (B) World languages.
- (C) Mathematics.
- (D) Science, including environmental literacy.
- (E) English language arts, including early literacy.
- (F) Ethnic studies.
- (G) Financial literacy, including the content specified in Section 51284.5 of the Education Code.
- (H) Media literacy.
- (I) Computer science.
- (J) History-social science.

| Planned Activity   | Budgeted<br>2022-23 | Budgeted<br>2023-24 | Budgeted<br>2024-25 | Budgeted<br>2025-26 | Total<br>Budgeted per<br>Activity |
|--|---------------------|---------------------|---------------------|---------------------|-----------------------------------|
| Additional Courses in Edgenuity Program (eDynamic Electives) |                     |                     | 20,000              | 20,000              | 40,000.00                         |
| Additional Workbooks for IS Elem Course Work                 |                     |                     | 3,000               | 3,000               | 6,000.00                          |
| Supplementary Programs / Instructional Materials             |                     |                     | 3,000               | 3,000               | 6,000.00                          |
| <b>Subtotal</b>  |                     |                     | <b>26,000.00</b>    | <b>26,000.00</b>    | <b>52,000.00</b>                  |



(2) Obtain instructional materials and professional development aligned to best practices for improving school climate, including training on deescalation and restorative justice strategies, asset-based pedagogies, antibias, transformative social-emotional learning, media literacy, digital literacy, physical education, and learning through play.

| Planned Activity         | Budgeted<br>2022-23 | Budgeted<br>2023-24 | Budgeted<br>2024-25 | Budgeted<br>2025-26 | Total<br>Budgeted per<br>Activity |
|--------------------------|---------------------|---------------------|---------------------|---------------------|-----------------------------------|
| Professional Development |                     |                     | 2,000               | 2,000               | 4,000.00                          |
| Subtotal                 |                     |                     | 2,000.00            | 2,000.00            | 4,000.00                          |

(3) Develop diverse book collections and obtain culturally relevant texts, including leveled texts, in both English and pupils' home languages, to support pupils' independent reading. It is the intent of the Legislature that these book collections and culturally relevant texts be used to provide support for pupils through the establishment of site-based school and classroom libraries that are culturally relevant to pupils' home and community experiences and be available in English, pupils' home language, or a combination of more than one language.

| Planned Activity   | Budgeted<br>2022-23 | Budgeted<br>2023-24 | Budgeted<br>2024-25 | Budgeted<br>2025-26 | Total<br>Budgeted per<br>Activity |
|--|---------------------|---------------------|---------------------|---------------------|-----------------------------------|
| Create a library of books for student to support independent reading |                     |                     | \$2,000             | \$1,500             | 3,500.00                          |
| Subtotal   |                     |                     | 2,000.00            | 1,500.00            | 3,500.00                          |

(4) Operational costs, including but not limited, to retirement and health care cost increases.

| Planned Activity                                     | Budgeted<br>2022-23 | Budgeted<br>2023-24 | Budgeted<br>2024-25 | Budgeted<br>2025-26 | Total<br>Budgeted per<br>Activity |
|--|---------------------|---------------------|---------------------|---------------------|-----------------------------------|
| Additional Sections, Retirement/HealthCare increases |                     |                     | 55145               | 55145               | 110,290.00                        |
| Subtotal   |                     |                     | 55,145.00           | 55,145.00           | 110,290.00                        |

(5) As related to the COVID-19 pandemic, acquire personal protective equipment, masks, cleaning supplies, COVID-19 tests, ventilation upgrades, and other similar expenditures, if they are necessary to keep pupils and staff safe from COVID-19 and schools open for in-person instruction.

| Planned Activity          | Budgeted<br>2022-23 | Budgeted<br>2023-24 | Budgeted<br>2024-25 | Budgeted<br>2025-26 | Total<br>Budgeted per<br>Activity |
|---------------------------|---------------------|---------------------|---------------------|---------------------|-----------------------------------|
| Cleaning, Safety Supplies |                     |                     | \$1,000             | \$1,000             | 2,000.00                          |
| Subtotal                  |                     |                     | 1,000.00            | 1,000.00            | 2,000.00                          |

(6)

| Planned Activity | Budgeted<br>2022-23 | Budgeted<br>2023-24 | Budgeted<br>2024-25 | Budgeted<br>2025-26 | Total<br>Budgeted per<br>Activity |
|------------------|---------------------|---------------------|---------------------|---------------------|-----------------------------------|
|                  |                     |                     |                     |                     |                                   |
| <b>Subtotal</b>  |                     |                     |                     |                     |                                   |

**Summary of Expenditures**

|                            |            |
|----------------------------|------------|
| Total Planned Expenditures | 171,790.00 |
|----------------------------|------------|

(b) The Superintendent of Public Instruction shall apportion funds proportionally to county offices of education, school districts, charter schools, and the state special schools on the basis of an equal amount per unit of average daily attendance for kindergarten and grades 1 to 12, inclusive, as those numbers were reported as of the second principal apportionment for the 2021–22 fiscal year. The average daily attendance for each state special school shall be deemed to be 97 percent of the enrollment as reported in the California Longitudinal Pupil Achievement Data System as of the 2021–22 Fall 1 Submission.

(c) Funding appropriated pursuant to this section shall be available for encumbrance through the 2025–26 fiscal year. Local educational agencies are encouraged, but not required, to proportionally use resources received pursuant to this section for the purposes noted in paragraphs (1) to (5), inclusive, of subdivision (a) and to support arts and music education programs.

(d) For purposes of this section, standards-aligned instructional materials includes, but is not limited to, books for school and classroom libraries.

(e) The governing board or body of each school district, county office of education, or charter school receiving funds pursuant to this section shall discuss and approve a plan for the expenditure of funds received pursuant to this section at a regularly scheduled public meeting. It is the intent of the Legislature that each school district, county office of education, or charter school expend any resources received pursuant to this section consistent with their governing board or body approved plan.

| Planned Activity            | Budgeted<br>2022-23 | Budgeted<br>2023-24 | Budgeted<br>2024-25 | Budgeted<br>2025-26 | Total<br>Budgeted per<br>Activity |
|-----------------------------|---------------------|---------------------|---------------------|---------------------|-----------------------------------|
|                             |                     |                     |                     |                     |                                   |
| <b>Subtotal Section (1)</b> |                     |                     | 26,000.00           | 26,000.00           | 52,000.00                         |
| <b>Subtotal Section (2)</b> |                     |                     | 2,000.00            | 2,000.00            | 4,000.00                          |
| <b>Subtotal Section (3)</b> |                     |                     | 2,000.00            | 1,500.00            | 3,500.00                          |
| <b>Subtotal Section (4)</b> |                     |                     | 55,145.00           | 55,145.00           | 110,290.00                        |
| <b>Subtotal Section (5)</b> |                     |                     | 1,000.00            | 1,000.00            | 2,000.00                          |
| <b>Totals by year</b>       | <b>0.00</b>         | <b>0.00</b>         | <b>86,145.00</b>    | <b>85,645.00</b>    | <b>171,790.00</b>                 |

|                            |
|----------------------------|
| Total Planned Expenditures |
| 171,790.00                 |



### General Instructions

This example template is provided as a resource as one way to develop an expenditure plan for the Arts, Music, and Instructional Materials Discretionary Block Grant of 2022. LEAs are cautioned to refer to AB 181, Sec. 134, (amended by AB 185, Sec. 56) for all program requirements. Please verify all calculations/formulas before finalizing the plan.



## EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Robert Pecot, Superintendent  
**FROM:** Dr. Zachary Boswell, Associate Superintendent of Educational Services  
**DATE:** November 21, 2024  
**SUBJECT:** **Approve Revised Central School Site Plan and Budget for Remainder of 2024-2025 School Year**

**BACKGROUND:** The 2024-25 School Site Plans and Budgets were approved at the May 14, 2024 board meeting as required by the Every Student Succeeds Act (ESSA). Our continued commitment to being responsive to the ever-changing academic needs of our students has revealed an immediate need to provide continued academic tutoring support to socio-economically disadvantaged students and students at risk of not demonstrating proficiency in grade level academic standards.

**RATIONALE:** Changes of this nature require both individual School Site Council and Local Education Agency (LEA) Governing Board approval. These changes have been reviewed by the Central School Site Council during the month of November. The change in budget would move \$10,000 Title 1 funds and \$8,720 Targeted SES 0709 Funds for an additional day of counseling services from VCC, which is no longer needed due to the CCSPP Grant that awarded Central with 1 behaviorist 5 days a week and 5 days of VCC counseling. The \$18,720 would be moved to Consumables and intervention/classroom materials to assist our MTSS intervention being provided during our Priority Individualized Reading (PIR) Time. PIR time is offered daily to all of our students for one hour of focused reading intervention in small groups, sitewide.

This agenda item supports District strategic goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or career goals.

**FUNDING:** There is no additional cost for these revisions.

**RECOMMENDATION:** Approve Revised Central School Site Plan and Budget for the remainder of the 2024-25 school year.

**Prepared by:** Mrs. April Jacobs, Principal, Central School.



# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Robert Pecot  
**FROM:** Dr. Zachary Boswell, Associate Superintendent of Educational Services  
**DATE:** December 09, 2024  
**SUBJECT:** **Approve CCAP Agreement between TUSD and Las Positas Community College beginning January 2025**

**BACKGROUND:** A CCAP agreement (College and Career Access Pathways Partnership) is an agreement between a community college and a high school that supports Dual Enrollment. Our Fire Academy at Tracy High School is looking to enter into one of these agreements with Las Positas. This will allow a Las Positas instructor to teach our Fire Academy students the extra skills and certifications necessary to get our students certified to serve with Cal Fire upon graduation and completion of the Las Positas courses.

**RATIONALE:** Student will earn college credit as well as Cal Fire certifications with this partnership. Most of the training is received through the Tracy High CTE Fire Program. The additional required certifications for Cal Fire will be provided by Las Positas, on their campus.

**FUNDING:** Las Positas funds the Las Positas instructor. TUSD will be responsible for books and materials. CTE and ELOP funding will be utilized, as this will be a component of a CTE program which will take place outside of school hours.

**RECOMMENDATION:** Approve CCAP Agreement between TUSD and Las Positas Community College beginning January 2025.

**Prepared by:** Zachary Boswell, Associate Superintendent for Educational Services.



## HUMAN RESOURCES MEMORANDUM

**TO:** Dr. Robert Pecot, Superintendent  
**FROM:** Tammy Jalique, Associate Superintendent of Human Resources  
**DATE:** November 26, 2024  
**SUBJECT:** Approve Hourly Training Rate for Certificated Substitutes

**BACKGROUND:** Certificated substitutes have shown an interest in attending professional learning opportunities offered by the District. There is currently no hourly rate of pay for certificated substitutes. The District is proposing an hourly rate of \$37.33 per hour, which represents the current maximum daily rate of \$280/day divided by a 7.5-hour workday. This hourly rate would be for professional development activities which are not part of a long-term substitute's normal obligations.

**RATIONALE:** Establishing an hourly training rate of pay for certificated substitutes will provide more opportunities for professional development for these employees.

**FUNDING:** General Fund.

**RECOMMENDATION:** Approve Hourly Training Rate for Certificated Substitutes.

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



## HUMAN RESOURCES MEMORANDUM

**TO:** Dr. Robert Pecot, Superintendent  
**FROM:** Tammy Jalique, Assoc. Supt. Of Human Resources  
**DATE:** November 13, 2024  
**RE:** **Approve a Declaration for a Provisional Internship Permit**

**BACKGROUND:** In response to the phasing out of emergency permits, the California Commission on Teacher Credentialing instituted the use of the Provisional Internship Permit (PIP) effective July 1, 2005. It allows an employing agency to fill staffing needs by hiring individual(s) who have not yet met the subject matter competence requirement for an internship program. This permit can only be requested by the employment agency. The permits are issued for one year and service is restricted to that employment agency.

**RATIONALE:** The Provisional Internship Permit allows the employing agency to fill staffing needs by hiring individuals who have not yet met the subject matter competence requirement for an internship program. This agenda item meets District 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 Fiscal Impact.

**RECOMMENDATION:** Approve a Declaration for a Provisional Internship Permit.

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

**BEFORE THE BOARD OF TRUSTEES  
TRACY UNIFIED SCHOOL DISTRICT  
COUNTY OF SAN JOAQUIN  
STATE OF CALIFORNIA**

**DECLARATION**

The Governing Board of Tracy Unified School District has decided to employ the following teachers under a Provisional Internship Permit. During the permit's validity period, they will receive orientation, guidance, and support. Additionally, they will get help with meeting subject matter, as needed. Upon meeting the credential program's prerequisite requirements, including meeting subject matter competency, teachers will be eligible to join an internship program.

Anthony De Leon, West High, Special Education

Jazmyn Neverson, Jacobson Elementary, Special Education

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

\_\_\_\_\_  
Board President

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

**ATTEST:**

\_\_\_\_\_  
Board Vice President

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