NOTICE
REGULAR MEETING OF THE GOVERNING BOARD
TRACY UNIFIED SCHOOL DISTRICT
JANUARY 28, 2025

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

TUSD board meetings are held in person.

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

TIME: **6:40 PM** **Closed Session**
7:00 PM **Open Session**

AGENDA

Pg. No.

1. Call to Order

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

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

3.1 Administrative & Business Services: None.

3.2 Educational Services:

3.2.1 Finding of Facts: 24/25#34

3.2.2 Reinstatements: AR#24-25/#25, AR#24-25/#26, AR#24-25/#27, AR#24-25/#28, AR#24-25/#29, AR#24-25/#30

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

3.2.3 Board Waiver: PES#10347541

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

3.2.4 Early Graduation: TISCS#1026150, TISCS#10327503, TISCS# 10353138, TISCS#10353079, TISCS#10326089

Action: Motion__; Second__. **Vote:** Yes___; No_ ; Absent ; Abstain ___

3.2.5 Approve Funding for Confidential Settlement Agreement

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

3.3 Human Resources:

3.3.1 Consider Leave of Absence Requests for Certificated Employee: #UC-1391, Pursuant to Article XX

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

3.3.2 Consider Unpaid Leave of Absence for Classified Employee #UCL - 514

Action: Motion__; Second__. **Vote:** Yes _; No___; Absent_ ; Abstain _ __

3.3.3 Consider Paid/Unpaid Leave of Absence for Classified Employee #UCL - 513
Action: Motion__; Second__. **Vote:** Yes___; No___; Absent___; Abstain ___
3.3.4 Consider Public Employee/Employment/Discipline/Dismissal/Release Government Code §54957
Action: Motion__; Second__. **Vote:** Yes___; No___; Absent___; Abstain ___
3.3.5 Conference with Labor Negotiators
Government Code §54957.6
Agency Negotiator: Tammy Jalique, Associate Superintendent of Human Resources
Employee Organization: CSEA, TEA

4. Adjourn to Open Session

5. Call to Order and Pledge of Allegiance

6. Closed Session Issues:
6a Action Taken on Finding of Facts: 24/25#34
3.2.1
Action: Motion ____ Second ___. **Vote:** Yes___; No___; Absent___; Abstain ___
6b Report Out of Action Taken on Reinstatements: AR#24-25/#25, AR#24-25/#26,
3.2.2 AR#24-25/#27, AR#24-25/#28, AR#24-25/#29, AR#24-25/#30
Action: **Vote:** Yes___; No___; Absent___; Abstain ___
6c Report Out of Action Taken on Board Waivers: PES#10347541
3.2.3
Action: **Vote:** Yes___; No___; Absent___; Abstain ___
6d Report Out of Action Taken on Early Graduation: TISCS#1026150,
3.2.4 TISCS#10327503, TISCS# 10353138, TISCS#10353079, TISCS#10326089
Action: **Vote:** Yes___; No___; Absent___; Abstain ___
6e Report Out of Action Taken on Approve Funding for Confidential Settlement
3.2.5 Agreement
Action: **Vote:** Yes___; No___; Absent___; Abstain ___
6f Report Out of Action Taken on Consider Leave of Absence Requests for
3.3.1 Certificated Employee: #UC-1391, Pursuant to Article XX
Action: **Vote:** Yes___; No___; Absent___; Abstain ___
6g Report Out of Action Taken on Consider Unpaid Leave of Absence for Classified
3.3.2 Employee #UCL - 514
Action: **Vote:** Yes___; No___; Absent___; Abstain ___
6h Report Out of Action Taken on Consider Paid/Unpaid Leave of Absence for
3.3.3 Classified Employee #UCL - 513
Action: **Vote:** Yes___; No___; Absent___; Abstain ___

7. Approve Regular Minutes of January 14, 2025 **1-4**
Action: Motion__ ; Second __. **Vote:** Yes __; No __; Absent ___; Abstain ___

8. Student Representative Reports:
8.1 Alternative Education: Brooke Dunn**; Tracy High:** Dayson Balsano**; West High:** Noah Watkins, Lucia Noor Behnam**; Kimball High:** Andrew Henano Megia

9. **Recognition & Presentations:** An opportunity to honor students, employees and community members for outstanding achievement:
   9.1 Recognize the Outstanding Employees of the Winter Term for the 2024-25 School Year **5**
   9.2 Williams Middle School

10. **Information & Discussion Items:** An opportunity to present information or reports concerning items that maybe considered by Trustees at a future meeting.
    10.1 Administrative & Business Services: None.

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

12. **PUBLIC HEARING:** None.

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

    13.1 Administrative & Business Services:

13.1.1	Approve Out of State Travel for Director and Coordinator of Food Services to Attend the Annual National Conference of the School Nutrition Association in San Antonio, TX from July 11-16, 2025	**6**
13.1.2	Approve Accounts Payable Warrants (December 2024) (Separate Cover)	**7**
13.1.3	Approve Payroll Reports (December 2024)	**8-12**
13.1.4	Approve Revolving Cash Fund Report (December 2024)	**13-15**
13.1.5	Approve Entertainment, Assembly, Service, Business and Food Vendors	**16**
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	**17-18**
13.1.7	Accept and Review the Status of School Connected Organization/Booster Club Applications Submitted for the 2024/25 School Year	**19-20**
13.1.8	Ratify Routine Agreements, Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda	**21-23**

    13.2 Educational Services:

13.2.1	Approve Agreement for Special Contract Services with Quest Science Center at Wanda Hirsch Elementary School for the 2024 - 2025 School Year	**24-31**

13.2.2	Approve Agreement for Contract Services with A Plus Academic Center for In-Person and Virtual Tutoring Services for Middle and High School Students Experiencing Housing Insecurity for the 2024-2025 School Year	**32-34**
13.2.3	Approve Agreement for Contract Services with Families United for the 2024-2025 School Year	**35-38**
13.2.4	Approve Purchases of Materials to Provide Enhanced STEM Education to TUSD Students Through the TUSD/Boys and Girls Clubs After-school Programs ELOP Grant	**39**
13.2.5	Approve Agreement for Contract Services Between Quest Science Center and Jacobson Elementary School for the 2024-2025 School Year	**40-43**
13.2.6	Approve Special Contract Services Agreement with Lisa Cheney–LC Education for Independent Education Evaluation (IEE) for the 2024-2025 School Year	**44-47**
13.2.7	Ratify Overnight Travel for the Tracy High School Wrestling Team to Participate in the MidCals Classic Tournament at Gilroy High School in Gilroy, CA January 24-26, 2025	**48**
13.2.8	Approve CCAP Agreement Revision between TUSD and Las Positas Community College beginning January 2025 (Separate Cover)	**49**

13.3 Human Resources:

13.3.1	Accept Resignations/Retirements/Leave of Absences for Classified, Certificated, and/or Management Employment	**50-52**
13.3.2	Approve Classified, Certificated, and/or Management Employment	**53-54**

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

14.1 Administrative & Business Services:

14.1.1	Consider Claim 649312	**55**
Action:	Motion___; Second___. **Vote:** Yes__; No ; Absent__; Abstain__.	
14.1.2	Approve Piggyback Bid Between Sourcewell and Konica Minolta Business Solutions (Separate Cover)	**56**
Action:	Motion___; Second___. **Vote:** Yes__; No__; Absent__; Abstain__.	
14.1.3	Adopt Resolution No. 24-12 Bylaws of Citizens' Oversight Committee	**57-66**
Action:	Motion___; Second___. **Vote:** Yes__; No__; Absent ; Abstain__.	

14.2 Educational Services:

14.2.1	Approve School Accountability Report Cards (SARCs) for the 2023-2024 School Year (Separate Cover)	**67**
Action:	Motion___; Second___. **Vote:** Yes__; No__; Absent__; Abstain__.	

14.3 Human Resources: None.

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

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

17. **Board Meeting Calendar:**
    - **17.1** February 11, 2025
    - **17.2** February 25, 2025
    - **17.3** March 25, 2025
    - **17.4** April 8, 2025

18. **Upcoming Events:**

18.1	February 10, 2025	No School, Lincoln's Day
18.2	February 25, 2025	No School, President's Day
18.3	March 10 – March 14	No School, Spring Break
18.4	April 18 – April 21, 2025	No School, Spring Recess Holiday

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

Minutes of
Regular Meeting of the Governing Board
For Tracy Unified School District
Held on Tuesday, January 14, 2025

6:00 PM: **1-3.** President Silcox called the meeting to order. The Board adjourned to closed session.

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

7:05 PM **5.** President Silcox called the Tracy Unified School District Board of Education to order and led those present in the Pledge of Allegiance.

Closed Session:

6a	Action Taken on Finding of Facts: 24/25#29, 24/25#33
3.2.1	
Action:	Fagin, Hawkins. **Vote:** Yes-6; No-0; Absent-1 (Cheeseman).
6b	Report Out of Action Taken on Reinstatements: AR#24-25/#21, AR#24-
3.2.2	25/#22, AR#24-25/#23, AR#24-25/#24
Action:	**Vote:** Yes-6; No-0; Absent-1 (Cheeseman).
6c	Report Out of Action Taken on Consider Unpaid Leave of Absence for
3.3.1	Certificated Employee #UC-1390
Action:	Approved. **Vote:** Yes-6; No-0; Absent-1 (Cheeseman).
6d	Report Out of Action Taken on Consider Unpaid Leave of Absence for
3.3.2	Classified #UCL- 508
Action:	Approved. **Vote:** Yes-6; No-0; Absent-1 (Cheeseman).
6e	Report Out of Action Taken on Terminate Classified Employee #UCL-
3.3.3	509, Utility Person II, Pursuant to Board Policy and Administrative Regulation 4218
Action:	Approved to Terminate. **Vote:** Yes-6; No-0; Absent-1 (Cheeseman).
6f	Report Out of Action Taken on Consider Unpaid Leave of Absence for
3.3.4	Classified #UCL-510
Action:	Approved. **Vote:** Yes-6; No-0; Absent-1 (Cheeseman).
6g	Report Out of Action Taken on Consider Termination of Coach Contract
3.3.5	for Employee #UCL-507
Action:	Approved to Terminate. **Vote:** Yes-6; No-0; Absent-1 (Cheeseman).
6h	Report Out of Action Taken on Release Probationary Classified
3.3.6	Employee #UCL-511 Utility Person II
Action:	Agenda pulled, no vote taken.
6i	Report Out of Action Taken on Release Probationary Classified
3.3.7	Employee #UCL-512 Utility Person III
Action:	Approved to Release. **Vote:** Yes-6; No-0; Absent-1 (Cheeseman).

Minutes: **7. Approve Regular Minutes of December 17, 2024.**
Action: Hawkins, Traina. **Vote:** Yes-6; No-0; Absent-1 (Cheeseman).

Audience: Susan Hawkins, Audra Munoz, Steve Abercrombie, Gabey Silva, Kaleigh Felisberto, Jason Cheeseman, Bob Brownne, Bill Maslyar, Frida Medina, Jennifer Henderson, Alejandra Medina, Mauren Riley, Catherine Hawkins

Student Rep Reports: **8.1** None.

Recognition & Presentations:

9.1 Recognize Shivam Maharaj for Being Selected into the Air Force JROTC Flight Academy and Receiving the 2025 AFJROTC Private Pilot Scholarship

Shivam Maharaj was accepted into the Air Force JROTC Flight Academy which is a very competitive program. He will attend one of twelve colleges over the summer where he will engage in the accelerated flight training program while also earning college credits. At the end of the summer, he will have an opportunity to earn his private pilot's certificate. He was presented with a certificate.

9.2 North Elementary School

Principal Susan Hawkins was accompanied by Assistant Principal Audra Munoz, and North kindergarten students and staff. They shared a video presentation to provide a glimpse into North Schools community, families, and staff. The video highlighted parent involvement, student recognition and classroom learning.

9.3 Freiler Elementary School

Principal Maureen Riley and Assistant Principal Kyle Link presented. Their focus is on the Freiler family. They highlighted events that have brought together their staff and families this year, such as, Fun Runs which have raised an amazing $20,000, their Halloween parade and second annual Trunk or Treat and a Winter Family paint night. The paint night was a success and another is planned for later in the school year. They have started character focused assemblies that have been put on by the Bull Dog Project, Jaquar Project, and Leadership Students. Freiler has launched an attendance initiative that rewards students for their good class attendance and timeliness to class.

Information & Discussion Items: **10.1 Administrative & Business Services:** None.

Hearing of Delegations **11**. Steve Abercrombie addressed the board to inform of a Teacher Staff Appreciation Night with the Sharks. Tickets are $30 each and include a commemorative t-shirt. Four individuals will be selected to ride on the Zamboni during intermission. He is also working on a city vaping presentation in April. He thinks this would be a great venture between the City and TUSD and would like the district to agree to split the cost.

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:** Fagin, Hawkins. **Vote:** Yes-6; No-0; Absent-1 (Cheeseman).

13.1 Administrative & Business Services:

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

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

13.1.3 Approve Payroll Reports (November 2024)

13.1.4 Approve Revolving Cash Fund Reports (November 2024)

13.1.5 Approve Accounts Payable Warrants (November 2024)

13.2 Educational Services:

13.2.1 Approve Agreement for Special Contract Services with San Joaquin County Office of Education Student Engagement and the Arts for Arts Integration Professional Development for Teachers

13.2.2 Receive Update on Quarterly Williams Complaint Report for the Quarter Ending January 15, 2025

13.2.3 Approve Agreement for Special Contract Services with Parent Institute for Quality Education (PIQE) to Provide Bridge to College Program for Parents at Tracy High School January 16 through February 7, 2025

13.2.4 Approve Go Green Bully Free BMX Assemblies for 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

Action Items:

14.1 Administrative & Business Services:

14.1.1 Approve the Consulting Services Agreement for District Advocates Group, a Division of Urban Futures

Action: Hawkins, Alexander. **Vote:** Yes-6; No-0; Absent-1 (Cheeseman).

14.1.2 Consider Claim No. 642967

Action: Motion to Reject, Alexander, Secker. **Vote:** Yes-6; No-0; Absent-1 (Cheeseman).

14.1.3 Appoint District Representative for the San Joaquin County Chapter of the School Boards Association (SJC SBA)

Action: Motion for Secker as Representative, Fagin, Hawkins. **Vote:** Yes-6; No-0; Absent-1 (Cheeseman).

14.2 Educational Services: None.

14.3 Human Resources:

14.3.1 Approve a Declaration for a Provisional Internship Permit

Action: Fagin, Hawkins. **Vote:** Yes-6; No-0; Absent-1 (Cheeseman).

Board Reports:

Trustee Traina enjoyed the presentations from both schools, they did a fabulous job. She is in awe of all that they do. Trustee Secker agreed the presentations were great and jokingly requested an invite to the ice cream social. He enjoys seeing the student involvement. Trustee Alexander thanked all that attended the meeting, she enjoyed

seeing the kindergarten students. Trustee Hawkins also enjoyed the presentations. He welcomed Trustees Traina and Secker, he feels they have a good staff. Trustee Fagin thanked both schools for their presentations. He feels the extracurricular events make good citizens. He recognizes how much extra work it can be for the schools. Trustee Silcox passed on comment.

Superintendent Report:

Dr. Pecot announced the Martin Luther King breakfast is at Tracy High this year, on January 20th. Also, on Thursday there is a Special Education presentation at Kimball High beginning at 6:30 PM. His thoughts and prayers are with the family of a student that passed away over the break.

Adjourn: 7:34 pm

_____ _____

Clerk Date

TRACY
UNIFIED SCHOOL DISTRICT

HUMAN RESOURCES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: January 17, 2025
SUBJECT: **Recognize the Outstanding Employees of the Winter Term for the 2024-25 School Year**

BACKGROUND: Three times each school year, nominations for outstanding employees are solicited from staff. A selection committee composed of two administrators; one classified/confidential representative, two certificated representatives, and one Classified representative review the nominations and make the selections.

RATIONALE: The employees who are selected are recognized by the School Board and are recognized at their school sites in various ways. At the end of the year, the nominations of the three employees who have received recognition as Outstanding Employees of the Term in each category are reviewed, and one employee, in each category, is selected as Outstanding Employee of the Year.

This agenda item meets District Strategic Goal #2: Hire, support, develop, train, and sustain district employees who create a singleness of purpose focused on students' academic, social, and emotional potential.

FUNDING: There is no fiscal impact.

RECOMMENDATION: Recognize James Tiffany, Social Science, KHS (9-12), Ajinderjeet Hundal, Math, WMS (6-8), and Alejandra Herrera, Teacher Librarian, Bohn (K-5) as Outstanding Certificated Employees; Etelvina Parsons, Attendance Clerk, Stein (Classified 9-12), Frank Galli, Maintenance Specialist HVAC, MOT (6-8), and Alejandra Medina, Parent Liaison, North School (K-5) as Outstanding Classified Employees, and Jacqui Nott, Principal, Bohn Elementary as the Outstanding Management Employee of the Winter Term for the 2024-25 School Year

Prepared by: Tammy Jalique, Associate Superintendent for Human Resources

TRACY
UNIFIED SCHOOL DISTRICT

BUSINESS SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tania Salinas, Assoc Supt of Business Services
DATE: January 14, 2025
SUBJECT: **Approve Out of State Travel for Director and Coordinator of Food Services to Attend the Annual National Conference of the School Nutrition Association in San Antonio, TX from July 11-16, 2025**

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

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

FUNDING: The estimated total cost for this conference for both the Director of Food Services, Brandy Campbell, and the Coordinator of Food Services, Rachel Pollard, is $12,775. The estimated cost includes registration, lodging, transportation, and meals. The cost of this conference will be paid using Fund 13.

RECOMMENDATION: Approve Out of State Travel for Director of Food Services and the Coordinator of Food Services to Attend the Annual National Conference of the School Nutrition Association in San Antonio, TX from July 11-16, 2025.

Prepared by: Brandy Campbell, Director of Food Services.

TRACY
UNIFIED SCHOOL DISTRICT

BUSINESS SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tania Salinas, Assoc Supt of Business Services
DATE: January 15, 2025
SUBJECT: **Approve Accounts Payable Warrants (December 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 (December 2024).

Prepared by: Lori Nelson, Director of Financial Services.

TRACY
UNIFIED SCHOOL DISTRICT

BUSINESS SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tania Salinas, Assoc Supt of Business Services
DATE: January 15, 2025
SUBJECT: **Approve Payroll Reports (December 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 (December 2024).

Prepared by: Lori Nelson, Director of Financial Services.

Pay Date 12/10/2024 **Fund 01**

LABOR DISTRIBUTION FOR EMPLOYEE SUMMARY

Fund	SACS Object	Amount	
01	1100	697,263.74	Teachers' Salaries
	1200	1,252.69	Cert Pupil Support Salaries
	1300	896.00	
	1900	142,529.26	Other Certificated Salaries
	2100	307,693.27	Instructional Aides' Salaries
	2200	199,401.56	Classified Support Salaries
	2400	31,473.36	Clerical & Office Salaries
	2900	12,366.17	Other Classified Salaries
	Total Labor	**1,392,876.05**	

Fund	SACS Object	Amount	
01	3101	102,968.07	STRS On 1000 Salaries
	3202	12,306.07	PERS On 2000 Salaries
	3301	16,247.09	
	3302	30,902.14	
	3501	421.20	State Unemploy On 1000 Salary
	3502	274.79	State Unemploy On 2000 Salary
	3601	14,023.50	Worker'S Comp Ins On 1000 Sal
	3602	9,176.48	Worker'S Comp Ins On 2000 Sal
	Total Contributions	**186,319.34**	

Fund	SACS Object	Amount	
09	1100	396.60	Teachers' Salaries
	2100	72.73	Instructional Aides' Salaries
	Total Labor	**469.33**	

Fund	SACS Object	Amount	
09	3101	75.75	STRS On 1000 Salaries
	3202	19.67	PERS On 2000 Salaries
	3301	5.75	
	3302	5.56	
	3501	0.20	State Unemploy On 1000 Salary
	3502	0.04	State Unemploy On 2000 Salary
	3601	6.60	Worker'S Comp Ins On 1000 Sal
	3602	1.21	Worker'S Comp Ins On 2000 Sal
	Total Contributions	**114.78**	

Fund	SACS Object	Amount	
11	1100	10,265.94	Teachers' Salaries
	1200	1,252.69	Cert Pupil Support Salaries
	2100	480.75	Instructional Aides' Salaries
	2400	1,045.15	Clerical & Office Salaries
	Total Labor	**13,044.53**	

Fund	SACS Object	Amount	
11	3101	2,051.82	STRS On 1000 Salaries
	3202	130.04	PERS On 2000 Salaries
	3301	167.01	
	3302	116.75	
	3501	5.76	State Unemploy On 1000 Salary
	3502	0.76	State Unemploy On 2000 Salary
	3601	191.86	Worker'S Comp Ins On 1000 Sal
	3602	25.41	Worker'S Comp Ins On 2000 Sal
	Total Contributions	**2,689.41**	

Fund	SACS Object	Amount
12		

1100	349.96	Teachers' Salaries
2100	8,708.27	Instructional Aides' Salaries
2400	525.77	Clerical & Office Salaries
Total Labor	**9,584.00**	

Fund 12	SACS Object	Amount	
	3202	1,358.38	PERS On 2000 Salaries
	3301	9.41	
	3302	501.74	
	3501	0.18	State Unemploy On 1000 Salary
	3502	4.63	State Unemploy On 2000 Salary
	3601	5.83	Worker'S Comp Ins On 1000 Sal
	3602	153.80	Worker'S Comp Ins On 2000 Sal
	Total Contributions	**2,033.97**	

Fund 13	SACS Object	Amount	
	2200	32,901.96	Classified Support Salaries
	Total Labor	**32,901.96**	

Fund 13	SACS Object	Amount	
	3202	3,581.14	PERS On 2000 Salaries
	3302	1,789.86	
	3502	16.45	State Unemploy On 2000 Salary
	3602	548.02	Worker'S Comp Ins On 2000 Sal
	Total Contributions	**5,935.47**	

ERP for California

Pay Date 12/30/2024 **Fund 01**

LABOR DISTRIBUTION FOR EMPLOYEE SUMMARY

Fund	01	SACS Object	Amount	
		1100	5,703,720.28	Teachers' Salaries
		1200	700,268.59	Cert Pupil Support Salaries
		1300	712,634.35	Cert Suprvsrs' & Admins' Sal
		1900	190,484.80	Other Certificated Salaries
		2100	774,653.81	Instructional Aides' Salaries
		2200	1,208,661.10	Classified Support Salaries
		2300	292,286.17	Class Suprvsrs' & Admins' Sal
		2400	633,855.37	Clerical & Office Salaries
		2900	53,571.67	Other Classified Salaries
		Total Labor	**10,270,136.14**	

Fund	01	SACS Object	Amount	
		3101	1,322,389.89	STRS On 1000 Salaries
		3102	13,315.54	STRS On 2000 Salaries
		3201	79,496.95	PERS On 1000 Salaries
		3202	766,488.22	PERS On 2000 Salaries
		3301	116,397.18	
		3302	212,127.11	
		3401	639,913.27	
		3402	350,815.75	
		3501	3,653.78	State Unemploy On 1000 Salary
		3502	1,480.73	State Unemploy On 2000 Salary
		3601	121,707.47	Worker'S Comp Ins On 1000 Sal
		3602	49,351.95	Worker'S Comp Ins On 2000 Sal
		3701	65,533.90	
		3702	27,190.26	
		3901	164.36	
		Total Contributions	**3,770,026.36**	

Fund	09	SACS Object	Amount	
		1100	196,464.15	Teachers' Salaries
		1200	11,798.12	Cert Pupil Support Salaries
		1300	11,233.18	Cert Suprvsrs' & Admins' Sal
		2100	2,232.61	Instructional Aides' Salaries
		2400	15,325.29	Clerical & Office Salaries
		Total Labor	**237,053.35**	

Fund	09	SACS Object	Amount	
		3101	41,924.05	STRS On 1000 Salaries
		3202	4,749.40	PERS On 2000 Salaries
		3301	2,983.03	
		3302	1,315.91	
		3401	15,894.88	
		3402	2,900.67	
		3501	109.74	State Unemploy On 1000 Salary
		3502	8.78	State Unemploy On 2000 Salary
		3601	3,655.91	Worker'S Comp Ins On 1000 Sal
		3602	292.45	Worker'S Comp Ins On 2000 Sal
		Total Contributions	**73,834.82**	

Fund	11	SACS Object	Amount	
		1100	29,474.43	Teachers' Salaries
		1200	9,399.14	Cert Pupil Support Salaries
		1300	13,059.82	Cert Suprvsrs' & Admins' Sal
		2100	4,956.82	Instructional Aides' Salaries
		2400	10,609.26	Clerical & Office Salaries

Total Labor	67,499.47	

Fund 11	SACS Object	Amount	
	3101	9,919.29	STRS On 1000 Salaries
	3202	4,210.61	PERS On 2000 Salaries
	3301	711.31	
	3302	1,138.54	
	3401	3,686.22	
	3402	1,881.90	
	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
	Total Contributions	**22,705.88**	

Fund 12	SACS Object	Amount	
	2100	53,092.92	Instructional Aides' Salaries
	2300	6,102.82	Class Suprvsrs' & Admins' Sal
	2400	2,608.31	Clerical & Office Salaries
	Total Labor	**61,804.05**	

Fund 12	SACS Object	Amount	
	3102	599.90	STRS On 2000 Salaries
	3202	13,076.32	PERS On 2000 Salaries
	3302	4,113.01	
	3402	3,059.11	
	3502	30.87	State Unemploy On 2000 Salary
	3602	1,029.45	Worker'S Comp Ins On 2000 Sal
	Total Contributions	**21,908.66**	

Fund 13	SACS Object	Amount	
	2200	202,240.35	Classified Support Salaries
	2300	49,819.65	Class Suprvsrs' & Admins' Sal
	2400	20,111.62	Clerical & Office Salaries
	Total Labor	**272,171.62**	

Fund 13	SACS Object	Amount	
	3202	62,641.94	PERS On 2000 Salaries
	3302	18,586.57	
	3402	20,414.01	
	3502	136.11	State Unemploy On 2000 Salary
	3602	4,533.32	Worker'S Comp Ins On 2000 Sal
	Total Contributions	**106,311.95**	

ERP for California

TRACY
UNIFIED SCHOOL DISTRICT

BUSINESS SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tania Salinas, Assoc Supt of Business Services
DATE: January 15, 2025
SUBJECT: **Approve Revolving Cash Fund Report (December 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 Report (December 2024).

Prepared by: Lori Nelson, Director of Financial Services.

TUSD
REVOLVING CASH FUND
December 2024

Date	Num	Name	Memo	Paid Amount
12/16/2024		Ewell Education Services	WHS REQ25-02148 Inv 394-20795 Advisors	
			01-7010-0-1110-1000-5800-700-6512	-158.00
TOTAL				-158.00
12/04/2024	10095	CITY OF TRACY	SWP PO25-01926 NUTCRACKER	
			01-3010-0-1110-1000-5800-400-3002	-30.00
TOTAL				-30.00
12/09/2024	10096	DEPARTMENT OF MOTOR VEHIC...	PO25-00425 DMV J.Garcia	
			01-0723-0-1110-3600-5800-840-9702	-39.20
			01-0724-0-5750-3600-5800-840-9702	-58.80
TOTAL				-98.00
12/09/2024	10097	DEPARTMENT OF MOTOR VEHIC...	PO25-00425 DMV L.Paz Velasco	
			01-0723-0-1110-3600-5800-840-9702	-39.20
			01-0724-0-5750-3600-5800-840-9702	-58.80
TOTAL				-98.00
12/09/2024	10098	Taqueria La Mexicana	FES REQ25-02105 12/16/24 Saff Event	
			01-0000-0-1110-1000-4300-190-2323	-952.60
TOTAL				-952.60
12/13/2024	10099	Amazing Kitchen	WHS REQ25-02167 12/16/24 Staff Luncheon	
			01-0000-0-1110-1000-4300-700-2323	-875.74
TOTAL				-875.74
12/13/2024	10100	CITY OF TRACY	MVMS PO25-01993 Deposit 5/29/25 Promotio...	
			01-0000-0-1110-1000-5600-310-5202	-559.00
TOTAL				-559.00
12/18/2024	10102	Taqueria La Mexicana	THS PO25-02032 12/16/24 event	
			01-0000-0-1110-1000-4300-600-2323	-727.82
TOTAL				-727.82
12/20/2024	10103	CALIFORNIA SCHOOL LIBRARY ...	Conf 1-30-25 SWP L.Sanchez	
			01-0709-0-1110-2140-5200-400-3002	-195.00
TOTAL				-195.00

TUSD
REVOLVING CASH FUND
December 2024

Date	Num	Name	Memo	Paid Amount
12/20/2024	10104	CALIFORNIA SCHOOL LIBRARY ...	conf 1-30-25 NES I.Perez	
			01-7412-0-1110-2140-5200-800-2744	-195.00
TOTAL				-195.00
12/20/2024	10105	DEPARTMENT OF PESTICIDE RE...	License Renewal: Kyle Alexander, Maurice Fl...	
			01-8150-0-0000-8110-5800-800-9502	-140.00
			01-8150-0-0000-8110-5800-800-9502	-140.00
TOTAL				-280.00

TRACY
UNIFIED SCHOOL DISTRICT

BUSINESS SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tania Salinas, Associate Superintendent of Business Services
DATE: January 9, 2025
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
1/28/2025	**Ancient Artifacts "The California Gold Rush"** - Provide students with informations and artifacts about the California Gold Rush and allow students to pan for gold; Michael Thompson, 916-799-0321, info@ancientartifacts.biz, antientartifacts.biz **No pictures of students without parental permission.** **CONTRACT REQUIRED PRIOR TO OCCURRENCE.**	**9/15/2025**

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.

TRACY
UNIFIED SCHOOL DISTRICT

BUSINESS SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tania Salinas, Assoc. Supt. of Business Services
DATE: January 15, 2025
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. Virginia Mechanical Inc.: $500.00 (Ck #4827). This donation is designated towards the Culinary Arts Club.

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

1. Tracy African American Association Activities Account: $5299.33 (Ck #2503). This donation is designated towards BSU Club.

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

1. Local Union 12 General Fund (Carpet, Linoleum & Soft Tile Workers): $850.00 (Ck #1363). This donation is designated towards expenses for gymnasium & stadium donation.

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

FUNDING: Sites and departments of the District will incur responsibilities and costs associated with (some) of the donations which include, but are not limited to, supplies, repairs, maintenance of equipment, disposal/recycling. All items accepted by the Board of Trustees of the Tracy Unified School District are directed to the District's warehouse through the Materials Management Department for inclusion on the inventory list, marking for distribution and identification prior to site or department use or placement. All items needing inspection prior to installation or use are scheduled through the Materials Management and Operations and/or the Facilities Developments and budgeted accordingly. All technology items are reviewed and approved by the Director of Information Services and Educational Technology, prior to Board presentation.

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

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

TRACY
UNIFIED SCHOOL DISTRICT

BUSINESS SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tania Salinas, Assoc Supt of Business Services
DATE: January 16, 2025
SUBJECT: **Accept and Review the Status of School Connected Organization/Booster Club Applications Submitted for the 2024/25 School Year**

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

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

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

RECOMMENDATION: Accept and Review the Status of School Connected Organization/Booster Club Applications Submitted for the 2024/25 School Year.

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

2024/2025 School-Connected Organization Booster Clubs

Organization	Status	Current Reviewed Bank Statements
209 Tracy High Wrestling Booster Club	*Approved*	*Current*
Bohn PTO	*Approved*	*Current*
Freiler Staff Parent Association	*Approved*	*Current*
George Kelly Parent Faculty Alliance	*Approved*	*Current*
Hirsch PTO	*Approved*	*Current*
Jacobson Staff Parent Association	*Approved*	*Current*
Kimball High Music Booster Club	*Approved*	*Current*
Kimball High PTSA	*Approved*	*Current*
Neylan Theatre Booster Club	*Approved*	*Current*
North School Parent Club	*Approved*	*Current*
Poet Christian PTSA	*Approved*	*Current*
South/West Park Parent Club	*Approved*	*Current*
Tracy High Baseball Booster Club	*Approved*	*Current*
Tracy High Cheer and Dance Booster Club	*Approved*	*Current*
Tracy High Football Booster Club	*Approved*	*Current*
Tracy High Girls Basketball Booster Club	*Approved*	*Current*
Tracy High Bulldog Band Booster	*Recommended for approval*	*Current*
Tracy High Softball Booster Club	*Approved*	*Current*
Tracy High Volleyball Booster Club	*Approved*	*Current*
West High Home Field Advantage	*Approved*	*Current*
West High Music Booster Club	*Approved*	*Current*
Willams PAWSS	*Recommended for approval*	*Current*

TRACY
UNIFIED SCHOOL DISTRICT

BUSINESS SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tania Salinas, Assoc Supt of Business Services
DATE: January 17, 2025
SUBJECT: **Ratify Routine Agreements, Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda**

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

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

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

FUNDING: Per attached summary of requisitions.

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

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

BUSINESS SERVICES
FACILITIES DEVELOPMENT DEPARTMENT
SUMMARY OF SERVICES
January 28, 2025

A.

Vendor:	WGR Southwest
Sites:	District Wide
Item:	Open Purchase Order
Services:	Provide support for Tracy Unified School District Storm Water Management Program.
Cost:	$4,000.00
Project Funding:	Environmental Compliance

B.

Vendor:	Bockmon & Woody Electric Co
Sites:	Kimball High School
Item:	Proposal
Services:	Add data connection to Security Booth
Cost:	$19,245.69
Project Funding:	Facilities Funding 22

C.

Vendor:	Terracon
Sites:	West High School Ag
Item:	Construction material testing
Services:	Proposal
Cost:	$77,000.00
Project Funding:	Facilities Fund 25

D.

Vendor:	Mid Pacific Engineering Inc.
Sites:	West High School Ag
Item:	Proposal
Services:	Geotechnical Testing
Cost:	$17,7960.00
Project Funding:	Facilities Fund 25

E.

Vendor:	Summit Plumbing & Mechanical Inc
Sites:	Villalovoz Elementary School
Item:	Proposal
Services:	Drinking Fountain/Bottle Fillers
Cost:	$28,250.00
Project Funding:	Fund 14

F.

Vendor:	TCS Total Compensation System Contract
Sites:	District Wide
Item:	Consulting Services-Ratify
Services:	Provide consulting services and reports including all actual information necessary for TUSD to comply with requirements of the GASB accounting standards 74/75 related to health benefits.
Cost:	$4,680.00
Project Funding:	General Fund

G.

Vendor:	COSCO Fire Protection
Sites:	Kimball High School
Item:	Proposal
Services:	Proposal for service and repairs to our fire life safety system. Repairs to PIV control valve for Building A & B.
Cost:	$23,705.49
Project Funding:	Environmental Compliance

TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Educational Services
DATE: January 28, 2025
SUBJECT: **Approve Agreement for Special Contract Services with Quest Science Center at Wanda Hirsch Elementary School for the 2024 - 2025 School Year**

BACKGROUND: The mission of Quest Science Center in Livermore, CA, is to inspire and nurture everyday exploration for lifelong engagement with science and technology. The center is dedicated to connecting everyone to the value of science by fostering inclusivity and creating a welcoming experience. Quest Science Center is committed to ensuring that people of all ages and backgrounds feel a sense of belonging and excitement in the exploration of science. Through interactive exhibits, educational programs, and outreach initiatives, the center strives to make science accessible and enjoyable, encouraging a curiosity-driven approach to learning and discovery. By promoting inclusion and providing an engaging environment, Quest Science Center aims to contribute to a community where science is embraced and celebrated by all.

RATIONALE: This is an extended learning opportunity that aligns with the district's focus on STEM education as well as Hirsch's goal to prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or career. The projected outcome is to provide dedicated space for hands-on, interactive science technology experiences that complement the district's STEM curriculum. Through the collaboration with Quest Science Center we foster a deeper connection between students, families, and the broader community with the world of science. It will provide a unique opportunity for families to actively participate in STEM related activities.

FUNDING: This contract is to be paid with Targeted RS 0709 funds. The contract will not exceed $2,000.

RECOMMENDATION: Approve Agreement for Special Contract Services with Quest Science Center at Wanda Hirsch Elementary School for the 2024 - 2025 School Year.

Prepared by: Elisavet Barajas, Principal, Wanda Hirsh 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 Quest Science Center, 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: Quest Science Center will organize and facilitate Explorations event on 2/6/2025 at Wanda Hirsch Elementary School .

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

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

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

   a. District shall pay $2,000 per [ ] **HOUR** [x] **DAY** [x] **FLAT RATE**, not to exceed a total of $2,000. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.

   b. District [ ] **SHALL** [x] **SHALL NOT** reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed $0 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 2/6/25, and shall terminate on 2/6/25.

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, Elisavet Barajas, at (209) 830-3312 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 [x] 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:

[signature] CEO	
Contractor Signature / Title	Tracy Unified School District
82-4865787	
IRS Identification Number	Date
Quest Science Center	
Title	Account Number to be Charged
P.O. Box 2129	
Address	Department/Site Approval
Livermore, CA 94551	
	Budget Approval
	Date Approved by the Board

Quest Science Center
164 N L St.
Livermore, CA 94550
9257841979

INVOICE

Invoice #:	1418
Invoice Date:	12/05/24
Amount Due:	$2,000.00

Bill To:

Wanda Hirsch Elementary School
1280 Dove Drive
Tracy, CA 95376
United States

Due Date	Terms
12/20/24	Net 15

Item	Description	Quantity	Price	Amount
Program Event	Engineering Explorations event on 2-6-2024	1	$2,000.00	$2,000.00

Total:	$2,000.00
Payments:	$0.00
Amount Due:	$2,000.00

Quest is a 501(c)(3) IRS recognized non-profit organization (82-4865787).

There are multiple ways to pay this invoice:

A) Mail a check to:
Quest Science Center
PO Box 2129
Livermore, CA 94551

B) Pay via credit card or PayPal through this Quest website link (note that fees of 2-3% are deducted by the processing organizations):
https://quest-science.org/donate/

C) Via the BILL website:

To pay online, go to https://app02.us.bill.com/p/00802AZAZMGHXRKliupt

Engineering Explorations Event Contract

This Contract is made between Wanda Hirsch Elementary School and Quest Science Center to host an Engineering Explorations event. This evening family event is designed to spark curiosity and cultivate exploration through hands-on engineering activities.

Effective Date: This agreement becomes effective on the date of the final signature by both parties.

1. School/Organization Information

School/Organization Name: Wanda Hirsch Elementary School
School District (if applicable): Tracy Unified School District

Contract Contact	Event Coordinator (if different)
Name: Elisavet Barajas	Name:
Email: ebarajas@tusd.net	Email:
Phone Number: (209) 830-3312	Phone Number:

2. Event Details

Date: 02/06/2025 Start Time: 5:00 pm End Time: 6:30 pm
Address: 11280 Dove Dr., Tracy, CA 85376
Estimated Number of Attendees: 80

3. Quest Science Center Event Responsibilities

Quest Science Center agrees to provide the following:

- All activity materials, equipment, and directions delivered to the event
- 1-2 staff to help setup and supervise the event
- Event flyers and social media templates
- Brief facilitation training and direction for volunteers

4. School/Organization Event Responsibilities

Wanda Hirsch Elementary School agrees to provide the following:

- A large, indoor event space (e.g., auditorium or gym) with no simultaneous events. Access to the space should be available 1.5 hours before the event for setup and 1 hour after for breakdown.
- 2-4 tables per activity (~32 total)

- 2+ teen or adult volunteers per activity (16+ total), If there are not enough volunteers to manage the activities safely, the number of activities will be reduced.
- Event supervision, safety, and cleanup
- Access to bathrooms for attendees
- Event promotion & permits

5. Payment Responsibilities

- A payment of $2,000.00 must be received within 30 days of booking or 30 days before the event, whichever comes first. If the school or district requires additional consultant documentation or agreements, it must be completed before signing this Contract.
- Payment Methods: Check, credit card, PayPal, or Bill.com (processing fees of 2-3% apply for credit card and electronic payments)
- Mail Checks to: Quest Science Center, PO Box 2129, Livermore, CA 94551
- Quest Science Center is a 501(c)(3) non-profit organization (EIN: 82-4865787).

6. Cancellations and Date Changes

- Cancellations:
  - Up to 30 days before the event: Full refund, minus a $100 fee
  - 30-10 days before the event: 50% refund
  - Less than 10 days before the event: No refund
- Requests for date or time changes must be made at least 10 days before the event with a $100 administrative fee. New dates must fall within the same school year.
- Quest Science Center reserves the right to cancel or modify events due to health, safety, or compliance requirements. If canceled by Quest, any pre-paid amounts will be refunded.
- Quest Science Center is not responsible or liable for any losses or damages incurred by Wanda Hirsch Elementary School or any other party arising out of any such cancellation or modification of the event.

7. Program Details and Attendance Limit

Program Details: Please review event dates, times, and program title. Notify us within 72 hours of any errors.

Maximum Attendance: To ensure safety and quality, attendance is capped at 800. Additional attendees beyond the maximum may not be admitted without prior planning.

8. Intellectual Property
Quest Science Center retains all rights, title, and interest in any intellectual property associated with the program. Intellectual property rights are not transferred.

9. Force Majeure
Neither party will be held liable for delays, failures in performance, or interruptions due to uncontrollable events, such as natural disasters, civil disturbances, or pandemics. If performance is delayed by more than 30 days, Quest Science Center may terminate this Contract with written notice.

10. Indemnification
Wanda Hirsch Elementary Schoo agrees to defend, indemnify, and hold Quest Science Center, its employees, volunteers, and board members harmless from all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Contract by Wanda Hirsch Elementary Schc, its representatives, or the attendees of the event.

11. Insurance
Quest Science Center will maintain self-insurance coverage for the event.

12. Signature and Acknowledgment
The undersigned is duly authorized by the two organizations to sign this contract and accept the terms of this agreement.

Wanda Hirsch Elementary School

Signature: _____
Name and Title: _____
Date: _____
Phone Number: _____

Quest Science Center

Signature: Monya Lane
Name and Title: Monya Lane, Chief Executive Officer
Date: 12/04/2024
Phone Number: (925) 784-6150

The Contract must be signed by authorized officials and returned to Quest Science Center to be valid. Email completed Contract to explorations@quest-science.org.

TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Educational Services
DATE: January 8, 2025
SUBJECT: **Approve Agreement for Contract Services with A Plus Academic Center for In-Person and Virtual Tutoring Services for Middle and High School Students Experiencing Housing Insecurity for the 2024-2025 School Year**

BACKGROUND: In support of the on-going effort to improve student achievement for the most at-risk student populations, particularly students experiencing housing insecurity, A Plus Academic Center will provide in-person and virtual homework help and tutoring services to serve as an academic intervention. Per the McKinney-Vento Homeless Assistance Act of 1987, LEAs are required to ensure that unhoused students have access to a free and appropriate public education. Based on the unique challenges these students face, equitable accessibility is especially critical for these students.

RATIONALE: Students experiencing housing insecurities are most challenged educationally due to their vulnerable situation. A Plus Academic Center is an agency located in Tracy, which will allow families to coordinate sessions during the evenings and weekends. Students in middle and high school can receive homework help and/or tutoring services as needed. A Plus Academic Center and Prevention Services will monitor weekly student attendance and hours used. This service is in alignment with TUSD's LCAP Goal#1 Action 36: Intervention for Foster/Homeless Support.

FUNDING: Fees shall not exceed $45,000.00. Services will be paid with EHCY Homeless Grant Funds.

RECOMMENDATION: Approve Agreement for Contract Services with A Plus Academic Center for In-Person and Virtual Tutoring Services for Middle and High School Students Experiencing Housing Insecurity for the 2024-2025 School Year.

Prepared by: Samia Basravi, Coordinator of Prevention Services.

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and A Plus Academic Center, 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 in-person and virtual homework help and tutoring services middle and high school students experiencing housing insecurity during the 2024-2025 school year. A Plus Academic Center will provide a monthly student roster with each invoice submitted to TUSD for payment.

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

2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 1,000 ( ) [X] **HOURS** [ ] **DAYS**, under the terms of this agreement at the following location A Plus Academic Center.

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

   a. District shall pay $45 per [X] **HOUR** [ ] **DAY** [ ] **FLAT RATE**, not to exceed a total of $45,000.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.

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

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

4. The terms of the agreement shall commence on February 1, 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.

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:

Sadhana Bains 1/9/2025
Contractor Signature Title

831018078
IRS Identification Number

Director
Title

830 West Schulte Rd.
Address

Tracy, CA 95376

Tracy Unified School District

Date

Account Number to be Charged

Department/Site Approval

Budget Approval

Date Approved by the Board

Rev. 06.23.16

TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Educational Services
DATE: January 8, 2025
SUBJECT: **Approve Agreement for Contract Services with Families United for the 2024-2025 School Year**

BACKGROUND: The Tracy Unified School District (TUSD) has offered parenting classes and parent outreach workshops to families, as a supportive service in previous years. Families United offers a variety of training programs, workshops, and educational resources tailored to meet the needs of families, self-advocates, educators, and community service providers.

RATIONALE: There are many potential benefits to coordinating parent outreach workshops at TUSD school sites. Additionally, this service aligns with TUSD's LCAP Goal 2) Provide a safe and equitable learning environment for all students and staff, Priority 3) Parent Engagement.

FUNDING: Families United provides this service free of charge.

RECOMMENDATION: Approve Agreement for Contract Services with Families United during the 2024-2025 School Year.

Prepared by: Samia Basravi, Coordinator of Prevention Services.

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and Families United, 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: Families United will provide participants with a variety of training programs, workshops and educational resources tailored to meet the needs of families. Topics include navigating the IEP process, understanding developmental screenings, advocacy strategies, early start services and resources & managing challenging behaviors and building effective communication with service providers during the 2024-2025 school year.

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

2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 1-1.5 ( ) [x] **HOURS** [ ] **DAYS**, under the terms of this agreement at the following location All TUSD Schools.

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

   a. District shall pay $0.00 per [x] **HOUR** [ ] **DAY** [ ] **FLAT RATE**, not to exceed a total of $0.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.

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

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

4. The terms of the agreement shall commence on February 1, 2025, and shall terminate on June 30, 2024.

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

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

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

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

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

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

   Contractor agrees to hold harmless and to indemnify District for:

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

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

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

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

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

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

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

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

AGREED:

Contractor Signature Title	Tracy Unified School District
IRS Identification Number	Date
Title	Account Number to be Charged
Address	Department/Site Approval
	Budget Approval
	Date Approved by the Board

TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Educational Services
DATE: January 6, 2025
SUBJECT: **Approve Purchases of Materials to Provide Enhanced STEM Education to TUSD Students Through the TUSD/Boys and Girls Clubs After-school Programs ELOP Grant**

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. The implementation of STEM in TUSD Boys and Girls Club of Tracy ensures every student has a STEM learning trajectory that progresses through elementary, middle, and high school. Moreover, it increases the number of underrepresented students engaged in STEM learning.

RATIONALE: TUSD is a STEM District. The TUSD STEM Vision is as stated: Empowering every student for success in tomorrow's world. The TUSD STEM Mission is as stated: Engaging STEM experiences connect each student to the real world and prepare them for college and career success through collaboration, critical thinking, and problem solving. In the 2024-2025 school year TUSD has identified 5 Key Initiatives. One of the Key Initiatives is to provide STEM opportunities for each student.

This contract ensures that all TUSD Boys and Girls Club students are provided with enriching STEM experiences in after-school programs through a disguised learning approach.

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 $100,000 and will be paid out of ELOP Grant Funds.

RECOMMENDATION: Approve Purchase of Materials to Provide Enhanced STEM Education to TUSD Students Through the TUSD/Boys and Girls Clubs After-school Programs ELOP Grant.

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

TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Assoc. Supt. of Ed Services
DATE: January 10, 2025
SUBJECT: **Approve Agreement for Contract Services Between Quest Science Center and Jacobson Elementary School for the 2024-2025 School Year**

BACKGROUND: The mission of Quest Science Center in Livermore, CA, is to inspire and nurture everyday exploration for lifelong engagement with science and technology. The center is dedicated to connecting everyone to the value of science by fostering inclusivity and creating a welcoming experience. Quest Science Center is committed to ensuring that people of all ages and backgrounds feel a sense of belonging and excitement in the exploration of science. Through interactive exhibits, educational programs, and outreach initiatives, the center strives to make science accessible and enjoyable, encouraging a curiosity-driven approach to learning and discovery. By promoting inclusion and providing an engaging environment, Quest Science Center aims to contribute to a community where science is embedded and celebrated by all.

RATIONALE: The Tracy Unified School District is committed to meeting the educational needs for all students. High quality Science, Technology, Engineering, and Math (STEM) education is a foundational set of skills and knowledge that help students better understand the natural and human-made systems around them and will also equip TUSD students for success in the 21st Century. Equitable STEM education is an important value in TUSD, and it is critical that all students have equitable access to frequent STEM experiences throughout their PreK-12 journey. Exposure to Math, Science, Engineering, and Computer Science from an early age provides students with experiences that foster a STEM identity in our students. The projected outcome is to provide a dedicated space for hands-on, interactive science and technology experiences that complement TUSD's STEM curriculum. Through collaborating with Quest Science Center, we hope to foster a deeper connection between students, families, and our community with science. It will provide an opportunity for families to actively participate in STEM related activities.

FUNDING: The cost, not to exceed $2000, will be paid for through Title I funds.

RECOMMENDATION: Approve Agreement for Contract Services between Quest Science Center and Jacobson Elementary School for the 2024-2025 School Year.

Prepared by: Mr. Derek Sprecksel, Jacobson Elementary School Principal.

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and Quest Science Center, 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:
Quest Science Center will bring their Engineering exploration stations.
This includes all science materials where students and families can engage in and experience different hands-on science activities at Jacobson Elementary School.
The event is scheduled for Wednesday, February 5, 2025.

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 3.5 ( ) [X] **HOURS** [ ] **DAYS**, under the terms of this agreement at the following location Jacobson Elementary School.

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

   a. District shall pay $2000 per [ ] **HOUR** [ ] **DAY** [X] **FLAT RATE**, not to exceed a total of $2000. 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 $N/A 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 2/5/2025, and shall terminate on 2/5/2025.

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, Derek Sprecksel, at (209) 830-3315 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 [X] 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:

Monya Lane — CEO

Contractor Signature — Title

Monya Lane

IRS Identification Number

82-4865787

Title

Quest Science Center

Address

P.O. Box 2129

Livermore, CA 94551

Tracy Unified School District

Date

Account Number to be Charged

Department/Site Approval

Budget Approval

Date Approved by the Board

Rev. 06.23.16

TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Educational Services
DATE: January 14, 2025
SUBJECT: **Approve Special Contract Services Agreement with Lisa Cheney–LC Education for Independent Education Evaluation (IEE) for the 2024-2025 School Year**

BACKGROUND: Board approval is requested to contract for an Independent Educational Evaluation (IEE) Assessment. Lisa Cheney, a Psychologist from University of the Pacific, who will conduct an IEE per the San Joaquin County SELPA IEE process.

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 $4,500.00 per IEE. 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 Lisa Cheney –LC Education for an Independent Educational Evaluation (IEE) for the 2024-2025 School Year.

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 LC Education - Lisa Cheney, 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: Contractor will provide an Independent Education Evaluation (IEE) Functional Behavior Assessment (FBA) for TUSD student. Which includes proposed BIP.

   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 $4,500.00 per [ ] **HOUR** [ ] **DAY** [✔] **FLAT RATE**, not to exceed a total of $4,500.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.

   b. District [ ] **SHALL** [✔] **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 January 28, 2025, 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:

Lisa Cheney
Contractor Signature — Title

604011076
IRS Identification Number

Director of LC Education
Title

Behavior Analyst and LEP
Address

6613 Woodland Ave

Modesto, CA 95358

Tracy Unified School District

Date

Account Number to be Charged

Department/Site Approval

Budget Approval

Date Approved by the Board

Rev. 10.28.15

TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Educational Services
DATE: January 17, 2025
SUBJECT: **Ratify Overnight Travel for the Tracy High School Wrestling Team to Participate in the MidCals Classic Tournament at Gilroy High School in Gilroy, CA January 24-26, 2025**

BACKGROUND: The Tracy High Wrestling team will participate in the MidCals Tournament at Gilroy High School in Gilroy, CA. Twenty athletes and three coaches will attend this event. They will travel to Gilroy on January 24-26, 2025. The team will travel by District van, driven by District approved drivers. The team will stay at the Comfort Inn in Gilroy. The team will be chaperoned by three coaches (Brandon Dennington, Arden Dennington, and Clayton Bogetti) throughout the duration of the trip. Academic arrangements will be made between student athletes and their teachers.

RATIONALE: The overnight accommodation provides the THS Wrestling team time to rest and prepare for the event. The Wrestling team is strengthened by the opportunity to play together in this tournament. This time together will allow for "team building" on and off the court. This aligns with Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or career goals.

FUNDING: The Tracy High School Wrestling Booster Club will pay the tournament fee for the team and the cost of the hotel rooms. District funds will not be utilized. Individual athletes will pay for additional food and miscellaneous expenses.

RECOMMENDATION: Ratify Overnight Travel for the Tracy High School Wrestling Team to Participate in the MidCals Classic Tournament at Gilroy High School in Gilroy, CA January 24-26, 2025.

Prepared by: Mr. Jon Waggle, Tracy High School Principal.

TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Educational Services
DATE: January 17, 2025
SUBJECT: **Approve CCAP Agreement Revision 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. **Two courses were added to the schedule by Las Positas. This is the only revision to the originally approved agreement.**

RATIONALE: Students 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 Revision between TUSD and Las Positas Community College beginning January 2025.

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

TRACY
UNIFIED SCHOOL DISTRICT

HUMAN RESOURCES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: January 15, 2025
SUBJECT: **Approve Resignations/Retirements/Leave of Absences for Classified, Certificated, and/or Management Employees**

BACKGROUND: **MANAGEMENT/CLASSIFIED CONFIDENTIAL RETIREMENTS**

NAME/TITLE	SITE	EFFECTIVE DATE	REASON
Coker, Deborah STEM Accelerator Coordinator	DEC	06/30/2025	Retirement
Silver, Barbara Principal K-12	MVMS	06/30/2025	Retirement

BACKGROUND: **CERTIFICATED RESIGNATION**

NAME/TITLE	SITE	EFFECTIVE DATE	REASON
Bartholomy, Patrick Teacher	MVMS	05/30/2025	Personal
Lakey, Cameo Teacher	VES	05/30/2025	Personal

BACKGROUND: **CERTIFICATED RETIREMENTS**

NAME/TITLE	SITE	EFFECTIVE DATE	REASON
Fonseca, Nisla Teacher	THS	02/07/2025	Retirement
Handel, Ron Teacher	TISCS	05/29/2025	Retirement

BACKGROUND: **CLASSIFIED RETIREMENTS**

NAME/TITLE	SITE	EFFECTIVE DATE	REASON
Angelo, Debra SPED Para Educator	WHS	1/24/2025	Retirement

BACKGROUND: **CLASSIFIED RESIGNATION**

NAME/TITLE	SITE	EFFECTIVE DATE	REASON
Bravo, Violet SSA	GKES	1/8/2025	Accepted Position
Clark, Suzanne Food Service Worker	MKES	1/15/2025	Accepted Position
Fonseca, Juana HS Administrative Secretary	THS	1/5/2025	Accepted Position
Fonseca, Juana Middle School Secretary	WMS	1/20/2025	Accepted Position
Fonseca, Lisa SPED Para Educator	HES	1/26/2025	Accepted Position
Gonzalez, Braulio Utility Person II	FES	1/14/2025	Personal
Harvey, Maristela SPED Para Educator	NES	1/20/2025	Accepted Position
Martinez, Evelyn Clerk Typist I	GKES	1/5/2025	Accepted Position
Samayoa, Jason Utility Person III	JES	1/17/2025	Personal

Woodard, Jayne Para Educator I	JES	1/20/2025	Accepted Position

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

Prepared by: Tammy Jalique, Associate Superintendent for Human Resources.

TRACY
UNIFIED SCHOOL DISTRICT

HUMAN RESOURCES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: January 8, 2025
SUBJECT: **Approve Classified, Certificated, and/or Management Employment**

BACKGROUND:	**CERTIFICATED**
De Leon, Anthony	West High School RSP 9-12 (Replacement) Class I, Step "A" 1 - $31,842.00 Fund: Special Education

BACKGROUND:	**CLASSIFIED**
Becerra, Ailem	Translator/Clerk Typist (Replacement) South/West Park Preschool Range 28, Step E - $24.49 per hour Funding: 25% Local #5 75% Child Care and Development
Clark, Suzanne	Food Service Worker (Replacement) West High School Range 25, Step E - $22.83 per hour Funding: Child Nutrition – School Program
Bravo, Violet	School Supervision Assistant (Replacement) George Kelly School Range 21, Step B - $18.13 per hour Funding: General Fund
Fonseca, Lisa	K-8 Library Technician (Replacement) Hirsch Elementary School Range 30, Step D - $24.49 per hour Funding: 80% State Lottery 20% ESSER

Harvey, Maristela	Special Education Para Educator (Replacement) Jacobson Elementary School Range 27, Step E - $23.94 per hour Funding: SPED Idea Bas Grant
Schlager, Kimberly	School Supervision Assistant (Replacement) Hirsch Elementary School Range 21, Step E - $20.77 per hour Funding: General Unrestricted
Woodard, Jayne	Para Educator II (Replacement) Jacobson Elementary School Range 30, Step D - $24.49 per hour Funding: AMIM Grant

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

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

TRACY
UNIFIED SCHOOL DISTRICT

BUSINESS SERVICES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Tania Salinas, Assoc Supt of Business Services
DATE: January 10, 2025
SUBJECT: **Consider Claim 649312**

BACKGROUND: On January 9, 2025, a claim was received by the Tracy Unified School District in which the claimant stated that a loss occurred on October 25, 2024.

The District's insurance providers reviewed the subsequent claim and determined:

a. The information provided to date does not suggest that there is a liability on behalf of the School District.

The District's insurance providers recommend a rejection/denial of this claim by the Board of Trustees.

The claim does not specify an amount.

RATIONALE: District's insurance advisors, legal advisors, and District staff recommend rejection/denial of this claim. This is standard practice in order to protect the District from future litigation.

FUNDING: The district insurance account covers costs up to the board approved deductible amount.

RECOMMENDATIONS: Reject Claim No. 649312.

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

TRACY
UNIFIED SCHOOL DISTRICT

BUSINESS SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tania Salinas, Associate Superintendent of Business Services
DATE: January 16, 2025
SUBJECT: **Approve Piggyback Bid Between Sourcewell and Konica Minolta Business Solutions**

BACKGROUND: The Information Systems and Educational Technology (ISET) department identified the need for a company offering superior contracts, equipment, and service pricing for copiers across the district. After a thorough evaluation, the contract between Sourcewell and Konica Minolta was determined to provide the best value for Tracy Unified School District. Sourcewell is a local government agency and service cooperative established under Minnesota Statutes Section 123A.21, offering cooperative procurement solutions to government entities.

RATIONALE: Considering the district's current copier service requirements, it has been determined that costs can be reduced by utilizing a competitively bid Piggyback Contract. District staff have thoroughly reviewed the costs and terms of the Piggyback Contract and found the pricing for equipment and services to be reasonable. Therefore, it is in the district's best interest to proceed with the Piggyback Contract to procure copiers.

FUNDING: N/A.

RECOMMENDATION: Approve Piggyback Bid Between Sourcewell and Konica Minolta Business Solutions.

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

TRACY
UNIFIED SCHOOL DISTRICT

BUSINESS SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tania Salinas, Associate Superintendent of Business Services
DATE: January 15, 2025
SUBJECT: **Adopt Resolution No. 24-12 Bylaws of Citizens' Oversight Committee**

BACKGROUND: Pursuant to State law, the District is required to establish and appoint a citizens' oversight committee to review bond expenditures for the purpose of ensuring Measure O funds are spent on voter-approved projects. This resolution approves bylaws that will govern the administration of the committee. Committee members will be appointed by the Board at a public meeting, upon recommendation of the Superintendent, within 60 days from adoption of this resolution. Staff will provide notice of the vacancies and an application form for interested community members to complete and file for consideration.

RATIONALE: The Board must approve the bylaws for the Citizens' Oversight Committee in accordance with state law as stated above.

FUNDING: N/A.

RECOMMENDATION: Adopt Resolution No. 24-12 Bylaws of Citizens' Oversight Committee.

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

TRACY
UNIFIED SCHOOL DISTRICT

TRACY UNIFIED SCHOOL DISTRICT
RESOLUTION NO. 24-12

RESOLUTION OF THE BOARD OF TRUSTEES OF THE TRACY UNIFIED SCHOOL DISTRICT ADOPTING BYLAWS GOVERNING THE MEASURE O CITIZENS' OVERSIGHT COMMITTEE

WHEREAS, Tracy Unified School District (the "District") was successful at an election conducted on November 5, 2024, in obtaining authorization from at least 55% of voters in School Facilities Improvement District No. 3 of the Tracy Unified School District ("SFID No. 3") to issue up to $190,000,000 aggregate principal amount of general obligation bonds for the purpose of financing the specific types of school facilities projects set forth in the general obligation bond measure approved by voters ("Measure O"); and

WHEREAS, the Measure O bond election was conducted under the provisions of Proposition 39, known as the Smaller Classes, Safer Schools and Financial Accountability Act, approved by California voters on November 7, 2000 ("Proposition 39"); and

WHEREAS, pursuant to the provisions of Proposition 39, Measure O, and specifically Section 15278 of the California Education Code, the Board of Trustees of the District is obligated to establish a citizens' oversight committee (the "Committee") to satisfy the accountability requirements of Proposition 39; and

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

Section 1. Recitals. The foregoing recitals are true and correct.

Section 2. Committee Established. The Committee is hereby established. The Committee shall be governed and administered pursuant to the requirements of State law and Measure O. The Bylaws in the form attached here as Appendix A, which are hereby approved and adopted for the purpose of establishing the Committee.

Section 3. Effective Date. This resolution shall take effect on and after its adoption.

* * * * * * * *

The foregoing Resolution was adopted by the Board of Trustees of the Tracy Unified School District, being the Board authorized by law to make the designations therein contained by the following vote, on January 28, 2025.

Adopted by the following votes:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____

President of the Board of Trustees
Tracy Unified School District,
San Joaquin County, California

ATTEST:

_____

Clerk of the Board of Trustees
Tracy Unified School District,
San Joaquin County, California

BYLAWS OF THE MEASURE O CITIZENS' BOND OVERSIGHT COMMITTEE

Adopted by the Board of Trustees of the Tracy Unified School District on January 28, 2025

Section 1. Committee Established. The Tracy Unified School District (the "District") was successful at an election conducted on November 5, 2024 (the "Bond Election") in obtaining authorization on a bond measure from voters in School Facilities Improvement District No. 3 of the Tracy Unified School District ("SFID No. 3") to issue up to $190.000,000 aggregate principal amount of general obligation bonds ("Measure O"). The Bond Election was conducted under Proposition 39, chaptered as the Strict Accountability in Local School Construction Bonds Act of 2000, at Section 15264 *et seq.* of the Education Code of the State ("Proposition 39"). Pursuant to Section 15278 of the Education Code, the District is now obligated to establish this Citizens' Bond Oversight Committee (the "Committee") in order to satisfy the accountability requirements of Proposition 39. The Board of Trustees (the "Board") of the District hereby establishes the Committee, which shall have the duties and rights set forth in these Bylaws.

Section 2. Purposes. The purposes of the Committee are set forth in Proposition 39, and these Bylaws are specifically made subject to the applicable provisions of Proposition 39 as to the duties and rights of the Committee. The Committee shall be deemed to be subject to the Ralph M. Brown Public Meetings Act of the State of California, Government Code Section 54950 *et seq.* (the "Brown Act") and shall conduct its meetings in accordance with the provisions thereof, and further in accordance with "Roberts Rules of Order."

The District shall provide necessary administrative support to the Committee as shall be consistent with the Committee's purposes, as set forth in Proposition 39, but without expending bond funds on such support.

The proceeds of general obligation bonds issued pursuant to the authority of the Bond Elections are hereinafter referred to as "bond proceeds." The Committee shall confine its review of District expenditures specifically to expenditures of bond proceeds generated under Measure O. Regular and deferred maintenance projects and all monies generated under other sources shall fall outside the scope of the Committee's review.

Section 3. Duties. To carry out its stated purposes, the Committee shall perform only the following duties:

3.1 Inform the Public. The Committee shall inform the public about the District's expenditure of bond proceeds. In fulfilling this duty, all official communications of the Committee to either the Board or the public shall come from the Chair acting on behalf of the Committee. The Chair shall only speak on behalf of the Committee or release information attributed to the Committee that reflects the view of a majority of the Committee. No Committee member shall represent that they are speaking on behalf of the Committee unless authorized to do so by a majority of the Committee.

3.2 Review Expenditures. The Committee shall review expenditure reports produced by the District to evaluate if (a) bond proceeds were expended only for the purposes set forth in

Measure O; and (b) no bond proceeds have been used for teacher or administrative salaries or other operating expenses.

3.3 Annual Report. At least one time annually, commencing with the end of the first fiscal year in which any bond proceeds are expended and continuing through the end of the fiscal year in which bond proceeds have been spent in full, the Committee shall annually prepare and approve, by majority vote, a written report (each, an "Annual Report", the findings of which shall be summarized by the Chair of the Committee to the Board in public session, which annual written report shall include the following:

(a) A summary of the Committee's proceedings and activities for the preceding year, and

(b) A statement indicating whether the District is in compliance with the requirements of Article XIIIA, Section 1(b)(3) of the California Constitution.

Annual reports shall be posted on the District's website in accordance with Sections 7 and 8 hereto.

3.4 Duties of the Board/Superintendent. Either the Board or the Superintendent, as the Board shall determine, shall have the following powers reserved to it, and the Committee shall have no jurisdiction over the following types of activities:

(a) Approval of contracts.

(b) Approval of change orders.

(c) Expenditures of bond funds.

(d) Handling of all legal matters,

(e) Identification of projects to be funded with bond proceeds.

(f) Approval of project prioritization, project plans and schedules.

(g) Approval of all deferred maintenance plans.

(h) Approval of the sale of bonds.

3.5 Oversight of Measure O Projects Only. In recognition of the fact that the Committee is charged with overseeing the expenditure of bond proceeds, the Board has not charged the Committee with responsibility for:

(a) Projects financed through the State of California, developer fees, certificates of participation, lease/revenue bonds, the general fund or the sale of surplus property, without bond proceeds, shall be outside the scope of oversight of the Committee.

(b) The establishment of priorities and order of construction for bond projects, which shall be made by the Board in its sole discretion.

(c) The selection of architects, engineers, soils engineers, construction managers, project managers, CEQA consultants and such other professional service firms as are required to complete the project based on District criteria established by the Board in its sole discretion.

(d) The approval of the design for each project including exterior materials, paint color, interior finishes, site plan and construction methods (modular vs. permanent) which shall be determined by the Board in its sole discretion.

(e) The selection of independent audit firm(s), performance and financial audit consultants and such other consultants as are necessary to support the activities of the Committee.

(f) The appointment or reappointment of qualified applicants to serve on the Committee, subject to legal limitations, and based on criteria adopted in the Board's sole discretion as part of carrying out its function under Proposition 39.

Section 4. Authorized Activities.

4.1 In order to perform the duties set forth in Section 3, the Committee may engage in the activities authorized under Education Code Section 15278 subsection (c), including:

(a) Receive and review copies of the District's annual independent performance audit and annual independent financial audit, required by Article XIIIA of the California Constitution.

(b) Inspect school facilities and grounds for which bond proceeds have been or will be expended, in accordance with any access procedure established by the District.

(c) Review copies of deferred maintenance plans developed by the District.

(d) Review efforts by the District to maximize bond proceeds by implementing various cost-saving measures.

Section 5. Membership.

5.1 Number.

The Committee shall consist of at least seven members appointed by the Board. Appointments shall be made upon the recommendation of the Superintendent from a list of candidates submitting written applications, and based on criteria established by

Proposition 39, to wit:

- One member shall be the parent or guardian of a child enrolled in SFID No. 3.

- One member shall be the parent or guardian of a child enrolled in the District and active in a parent-teacher organization, such as the P.T.A. or a school site council.

- One member shall be active in a business organization representing the business community located in the District.

- One member shall be active in a senior citizens' organization.

- One member shall be active in a bona-fide taxpayers association.

- Two members shall be from the community at-large.

Additional members of the community at-large may be appointed at the Board's sole discretion; however, the Board is only required to appoint seven members meeting the above criteria. Persons identified as alternate members may, but do not need to, be appointed by the Board in its discretion to serve in the event of an unexpected vacancy. However, alternate members are not counted for voting or quorum purposes unless or until they become a regular member of the Committee. The Board will attempt to maintain membership reflecting an odd number of members.

5.2 Qualification Standards.

(a) To be a qualified person, Committee members must be at least 18 years of age.

(b) As specifically prohibited by Education Code Section 15282, the Committee may not include any employee, official of the District or any vendor, contractor or consultant of the District.

(c) Preference will be given applicants who reside within SFID No. 3 boundaries, however, residency within SFID No. 3 and within District boundaries is not a necessary qualification to serve on the Committee.

5.3 Ethics Rules Applicable to Committee: No Conflicts of Interest. The prohibitions contained in Article 4 (commencing with Section 1090) and Article 4.7 (commencing with Section 1125) of Chapter 1 of Division 4 of Title 1 of the Government Code (the "Conflicts Laws") apply to members of the Committee. As provided therein, members of the Committee shall not be financially interested in District contracts within the meaning of State law or engage in any activity for compensation that is in conflict with such member's duties described herein. The Committee is established to inform the public regarding the expenditure of bond proceeds. Committee members are not public officials of a government agency with decision-making authority within the meaning of the Political Reform Act of 1974, and the Committee is not a decision-making authority. By accepting appointment to the Committee, for the full term of service, each member

agrees to serve on a voluntary basis without any form of compensation, to continue to meet the qualifications standards set forth in Section 5.2, and to continue to abide by the prohibitions on conflicts and financial interests set forth herein. Committee members are not "designated employees" of the District.

5.4 Term. Except as otherwise provided herein, each member shall serve a term of three years, commencing on the date of the first meeting of the Committee. No member may serve more than three consecutive terms. This limitation shall not prevent a former Committee member whose term has expired from serving again following at least a six-month period from such expiration.

5.5 Appointment. Members of the Committee shall be appointed by the Board through the following process: (a) the District shall notify the public through its customary forums that it is accepting applications for Committee members, which may include posting at school sites, advertising in the local newspapers, and/or posting notice on the District's website or other social media forums, as well as the solicitation of local groups for applications; (b) applications shall be made available at the District office and/or through the District's web site; (c) the Superintendent will review the applications which have been submitted by the stated deadline; and (d) the Superintendent will make recommendations to the Board with respect to appointment. Appointments shall be made by the Board upon approval by majority vote at an open meeting. Appointments shall be recorded in the Board minutes.

5.6 Removal; Vacancy. The Board may remove any Committee member for cause, which includes failure to attend two consecutive Committee meetings without reasonable excuse or for failure to comply with Section 5.3 hereof. Upon a member's removal, the seat shall be declared vacant. The Board, in accordance with the established appointment process shall make best efforts to fill any vacancies on the Committee within 90 days. Notice of vacancies shall be communicated to the public using its standard noticing methods until such positions are filled. Members whose terms have expired may continue to serve on the Committee until their successor has been appointed.

In the event the District is unable to appoint members meeting the criteria listed in Section 5.1, the Committee may proceed with one or more vacancies.

5.7 Compensation. The Committee members shall not be compensated for their services.

5.8 Authority of Members. (a) Committee members shall not have the authority to direct staff of the District; (b) individual members of the Committee retain the right to address the Board as an individual or, on behalf of the Committee if said member has been authorized to do so by a majority vote of the Committee; and (c) the Committee shall have the right to request and receive only copies of any public records relating to Measure O funded projects.

Section 6. Meetings of the Committee.

6.1 Regular Meetings. The Committee shall meet at least once a year, or more frequently as the Committee deems it necessary to discharge its duty, but no more frequently than quarterly. At the end of each meeting, the Committee shall identify the next approximate meeting date.

6.2 Location. All meetings shall be held within the District.

6.3 Procedures. All meetings shall be open to the public in accordance with the Brown Act, Robert's Rules of Order, and such additional procedural rules as the Committee may adopt. A majority of the number of Committee members shall constitute a quorum for the transaction of any business.

Section 7. District Support.

7.1 Technical and Administrative Support. As provided by Education Code Section 15280, the District shall provide to the Committee necessary technical and administrative assistance in furtherance of its purposes and to publicize its conclusions. Such support shall include:

(a) preparation of and posting of public notices and agendas as required by the Brown Act, ensuring that all meetings notices and agendas are provided in the same manner as meetings of the Board;

(b) provision of a meeting room, including any necessary audio/visual equipment;

(c) preparation and copies of any documentary meeting materials, such as agendas, minutes and reports;

(d) providing bond expenditure reports produced by the District for review at each meeting; and

(d) retention of all Committee records and reports, and

(e) providing public access to Committee meeting minutes and reports on an Internet website maintained by the District.

7.2 Copies of Bond Audits. Pursuant to Education Code Section 15286, the District shall submit a copy of its annual bond financial audit and performance audit, prepared each fiscal year in which bond proceeds have been expended, to the Committee at the same time such audits are submitted to the Board, and in any event no later than March 31 of each year. In addition, pursuant to Education Code Section 15280(a)(2), if findings, recommendations or concerns are identified in such audits, within three months of receiving the audits, the District shall provide the Committee with responses to such findings.

7.3 Staff Support. A member of the District staff shall attend Committee meetings in order to report on the status of projects and the expenditure of bond proceeds.

Section 8. Reports. The Committee must produce at least one Annual Report as referenced in Section 3.3. In addition, the Committee may report to the Board from time to time in order in order to inform the Board on the activities of the Committee. Any such reports shall be in writing, approved by the majority of the Committee, and shall summarize the proceedings and activities conducted by the Committee. Such reports shall also be made available on the District's internet

web site.

Section 9. Officers. The Superintendent or such officer's designee shall call the first meeting to order and facilitate the meeting as its acting Chair until the Chair is appointed at said meeting. At the first meeting, the Committee shall elect by majority vote of its members a Chair and a Vice-Chair who shall act as Chair only when the Chair is absent. The Chair and Vice-Chair shall serve in such capacities for a term of one year and may be re-elected by vote of a majority of the members of the Committee.

Section 10. Amendment of Bylaws. These Bylaws may be amended at any time and from time to time by the Board. Any amendment to these Bylaws shall be approved by a majority vote of the Board.

Section 11. Termination. The Committee shall automatically terminate and disband concurrently with the Committee's submission of the final Annual Report which reflects the final accounting of the expenditure of all Measure O funds.

TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Educational Services
DATE: January 6, 2025
SUBJECT: **Approve School Accountability Report Cards (SARCs) for the 2023-2024 School Year**

BACKGROUND: Since November 1988, state law has required that schools receiving state funding to prepare and distribute a SARC. A similar requirement is also contained in the federal Elementary and Secondary Education Act (ESEA). Although there is great variation in the design of School Accountability Report Cards, they generally begin with a profile that provides background information about the school and its students. The profile usually summarizes the school's mission, goals, and accomplishments. State law requires that the SARC contain all the following: Demographic data, school safety, climate for learning information, academic data, school completion rates, class sizes, teacher and staff information, curriculum and instruction descriptions, postsecondary preparation information, fiscal and expenditure data. SARCs must be posted and available to the community by February 1 of each year.

RATIONALE: The purpose of the School Accountability Report Card is to provide parents and the community with important information about each school. A School Accountability Report Card can be an effective way for a school to report on its progress in achieving goals. The public may also use a School Accountability Report Card to evaluate and compare schools on a variety of indicators. School Accountability Report Cards must be updated annually and published by February 1. SARCS are posted on school websites, CDE and a hard copy can be requested at school sites. This meets Tracy Unified School District goal #3. Goal 3: Apply fiscal, operational and community resources to ensure a safe learning environment that supports staff and students.

FUNDING: No cost.

RECOMMENDATION: Approve All Tracy Unified School District School Accountability Report Cards (SARCs) for the 2023-2024 School Year.

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