

NOTICE
REGULAR MEETING OF THE GOVERNING BOARD
TRACY UNIFIED SCHOOL DISTRICT
February 11, 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: 6:30 PM Closed Session
7:00 PM Open Session

A G E N D A

- | | | |
|-----------|--|----------------|
| 1. | Call to Order | Pg. No. |
| 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#35, 24/25#36 | |
| | 3.2.2 Reinstatements: AR#24-25/#31, AR#24-25/#32 | |
| | Action: Motion___; Second___, Vote: Yes___; No___; Absent___; Abstain___ | |
| | 3.2.3 Early Graduation: TISCS#10339392, TISCS#10363803 | |
| | Action: Motion___; Second___, Vote: Yes___; No___; Absent___; Abstain___ | |
| | 3.3 Human Resources: | |
| | 3.3.1 Consider Unpaid Leave of Absence for Certificated Employee #UC-1395, pursuant to Article XX | |
| | Action: Motion___; Second___, Vote: Yes___; No___; Absent___; Abstain___ | |
| | 3.3.2 Consider Leave of Absence Requests for Certificated Employees: #UC-1392, #UC-1393, #UC-1394, #UC-1396, #UC-1397 Pursuant to Article XX | |
| | Action: Motion___; Second___, Vote: Yes___; No___; Absent___; Abstain___ | |
| | 3.3.3 Consider Unpaid Leave of Absence for Classified #UCL - 515 | |
| | Action: Motion___; Second___, Vote: Yes___; No___; Absent___; Abstain___ | |
| | 3.3.4 Release Probationary Classified Employee #UCL-516 Para Ed I | |
| | Action: Motion___; Second___, Vote: Yes___; No___; Absent___; Abstain___ | |

- 3.3.5** Public School Employment: Superintendent
Government Code §54957
Action: Motion __; Second __. **Vote:** Yes __; No __; Absent __; Abstain __
- 3.3.6** Consider Public Employee/Employment/Discipline/Dismissal/Release
Government Code §54957
Action: Motion __; Second __. **Vote:** Yes __; No __; Absent __; Abstain __
- 3.3.7** 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#35, 24/25#36

3.2.1

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

6b Report Out of Action Taken on Reinstatements: AR#24-25/#31, AR#24-25/#32

3.2.2

Action: **Vote:** Yes __; No __; Absent __; Abstain __

6c Report Out of Action Taken on Early Graduation: TISCS#10339392,

3.2.3 TISCS#10363803

Action: **Vote:** Yes __; No __; Absent __; Abstain __

6d Report Out of Action Taken on Consider Unpaid Leave of Absence for

3.3.1 Certificated Employee #UC-1395, pursuant to Article XX

Action: **Vote:** Yes __; No __; Absent __; Abstain __

6e Report Out of Action Taken on Consider Leave of Absence Requests for

3.3.2 Certificated Employees: #UC-1392, #UC-1393, #UC-1394, #UC-1396, #UC-1397 Pursuant to Article XX

Action: **Vote:** Yes __; No __; Absent __; Abstain __

6f Report Out of Action Taken on Consider Unpaid Leave of Absence for Classified

3.3.3 #UCL - 515

Action: **Vote:** Yes __; No __; Absent __; Abstain __

6g Report Out of Action Taken on Release Probationary Classified Employee

3.3.4 #UCL-516 Para Ed I

Action: **Vote:** Yes __; No __; Absent __; Abstain __

7. Approve Regular Minutes of January 28, 2025

1-5

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

8. Student Representative Reports: None.

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

9.1 Jacobson Elementary School

9.2 McKinley Elementary 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 of Food Services and Coordinator of Food Services to Attend the National Anti-Hunger Policy Conference in Washington D.C. from May 3-7, 2025 **6**
- 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 **7-8**
- 13.1.3** Ratify Routine Agreements, Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda **9-10**
- 13.1.4** Receive Report on Actuarial Study of Post Employment Benefits in Support of Governmental Accounting Standards Board Statement 75 (Separate Cover) **11-13**

13.2 Educational Services:

- 13.2.1** Approve Overnight Travel for West High School Varsity Boy's & Girl's Wrestling Team to Attend CIF Wrestling State Finals in Bakersfield, CA. February 26 – March 1, 2025 **14**
- 13.2.2** Approve and/or Ratify Routine Agreements which meet the Criteria for Placement on the Consent Agenda **15-16**
- 13.2.3** Approve Agreement for Contract Services Between World of Wonders Science Museum and South/West Park Elementary School for the 2024-2025 School Year **17-21**
- 13.2.4** Approve Agreement for Contract Services Between San Joaquin County Office of Education, Boys and Girls Club of Tracy and TUSD for Spring Camps to the SJCOE Durham Ferry Outdoor Education Center for March 2025 **22-31**

13.3 Human Resources:

- 13.3.1** Accept Resignations/Retirements/Leave of Absences for Classified, Certificated, and/or Management Employment **32-33**

- 13.3.2 Approve Classified, Certificated, and/or Management Employment 34-35
- 13.3.3 Approve Classroom Observation Agreement with Modesto Junior College 36-37
- 13.3.4 Approve Student Teacher Agreement with San Jose State University 40-44

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

14.1 Administrative & Business Services:

- 14.1.1 Approve Amended 2025 Board Meeting Calendar 45-46
Action: Motion___; Second___, **Vote:** Yes___; No___; Absent___; Abstain___.
- 14.1.2 Approve and Appoint Selected Applicants for the Bond Oversight Committee 47
Action: Motion___; Second___, **Vote:** Yes___; No___; Absent___; Abstain___.
- 14.1.3 Approve AB 1200: Public Disclosure of Collective Bargaining Agreement (Separate Cover) 48-60
Action: Motion___; Second___, **Vote:** Yes___; No___; Absent___; Abstain___.

14.2 Educational Services:

- 14.2.1 Adopt Revised Board Policy 6146.1 High School Graduation Requirements/ Standards of Proficiency (First Reading) 61-71
Action: Motion___; Second___, **Vote:** Yes___; No___; Absent___; Abstain___.

14.3 Human Resources:

- 14.3.1 Approve Tentative Agreements with CSEA for Reclassifications, including Revised and New Job Descriptions for the Following Positions: Maintenance Specialist (HVAC-R) and Food Service Specialist 72-79
Action: Motion___; Second___, **Vote:** Yes___; No___; Absent___; Abstain___.
- 14.3.2 Approve a Variable Term Waiver for Multiple Subject, Single Subject and Education Specialist Teachers 80-81
Action: Motion___; Second___, **Vote:** Yes___; No___; Absent___; Abstain___.
- 14.3.3 Approve Tentative Agreements with the Tracy Educators Association (Separate Cover) 82
Action: Motion___; Second___, **Vote:** Yes___; No___; Absent___; Abstain___.
- 14.3.4 Approve Tentative Agreements with the California School Employees Association (Separate Cover) 83-84
Action: Motion___; Second___, **Vote:** Yes___; No___; Absent___; Abstain___.
- 14.3.5 Approve New TSMA Salary Agreement 85
Action: Motion___; Second___, **Vote:** Yes___; No___; Absent___; Abstain___.
- 14.3.6 Approve Amendment to Superintendent Contract 86-87
Action: Motion___; Second___, **Vote:** Yes___; No___; Absent___; Abstain___.

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

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

14.3.6 Approve Amendment to Superintendent Contract

86-87

Action: Motion___; Second___. **Vote:** Yes___; No___; Absent___; Abstain___.

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

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

17. Board Meeting Calendar:

17.1 February 25, 2025

17.2 March 25, 2025

17.3 April 8, 2025

17.4 April 22, 2025

18. Upcoming Events:

18.1 February 17, 2025

No School, President's Day

18.2 March 10 – March 14

No School, Spring Break

18.3 April 18 – April 21, 2025

No School, Spring Recess Holiday

18.4 May 29, 2025

Last Day of School

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 28, 2025**

- 6:40 PM:** 1-3. President Silcox called the meeting to order and adjourned to closed session.
- Roll Call:** 4. Board: O. Alexander, D. Cheeseman, R. Fagin, L. Hawkins, S. Secker, J. Silcox, D. Traina
Staff: R. Pecot, T. Salinas, T. Jalique, Z. Boswell, S. Smith
- 7:00 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#34
3.2.1
Action: Fagin, Traina. **Vote:** Yes-7; No-0; Absent-0.
- 6b** Report Out of Action Taken on 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
3.2.2
Action: Approved. **Vote:** Yes-7; No-0; Absent-0.
- 6c** Report Out of Action Taken on Board Waivers: PES#10347541
3.2.3
Action: Approved. **Vote:** Yes-7; No-0; Absent-0.
- 6d** Report Out of Action Taken on Early Graduation: TISCS#1026150,
3.2.4 TISCS#10327503, TISCS#10353138, TISCS#10353079, TISCS#10326089
Action: Approved. **Vote:** Yes-7; No-0; Absent-0.
- 6e** Report Out of Action Taken on Approve Funding for Confidential
3.2.5 Settlement Agreement
Action: Approved. **Vote:** Yes-7; No-0; Absent-0.
- 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: Approved. **Vote:** Yes-7; No-0; Absent-0.
- 6g** Report Out of Action Taken on Consider Unpaid Leave of Absence for
3.3.2 Classified Employee #UCL - 514
Action: Approved. **Vote:** Yes-7; No-0; Absent-0.
- 6h** Report Out of Action Taken on Consider Paid/Unpaid Leave of Absence
3.3.3 for Classified Employee #UCL - 513
Action: Approved. **Vote:** Yes-7; No-0; Absent-0.
- Minutes:** 7. **Approve Regular Minutes of January 14, 2025.**
Action: Fagin, Secker. **Vote:** Yes-6; No-0; Absent-0; Abstain- 1 (Cheeseman).
- Audience:** Kaleigh Felisberto, Chris Munger, Jake Hallen, Traci Mitchell, Bill Maslyar, Scott Anderson, Amanda Bowman, Debra Schneider, Michael Bunch, Jacqui Nott, Jason Noll, Susan Hawkins, Alejandra Herrera, James Tiffany, Etelvina Parsons, Dayson Balsano, Noah Watkins, Lucia Noor Behnam, Andrew Henano Megia, Jacqui Nott,

Ajinderjit Hundal, Alejandra Medina, Frank Galli, Erin Quintana, Jenna Rodriguez, Aurea Hernandez, Santiago Hernandez, Amanda Hernandez, Frida Medina, Christina Orsi, Jenny Hoffman

Student Rep Reports:

8.1 Alternative Education: Brooke Dunn was unable to attend.

Tracy High: Dayson Balsano wished the board a happy Board Appreciation Day on behalf of Tracy High School. Leadership students made a poster and left a sticker sheet and note for each Board Trustee. Leadership is now accepting applications for next year; the students are excited. The school has been having daily spirit days, ending the week with Neon Day which included a black light rally, a neon themed “Dog Pound” and a black light dance. Their Black Student Union hosted the Martin Luther King breakfast at Tracy High this year which included guests who spoke of the history and importance of MLK Day. This week they are holding class officer elections.

West High: Noah Watkins and Lucia Noor Behnam provided an update of current events. In November, a Leadership Development Day was hosted at West High School, Dan Arriola was a guest speaker, and they assisted with the TUSD Anti Bullying Assembly which was hosted at Kimball. West has had some spirited football games this season and the girls’ basketball and soccer teams have been playing great. Many from West High attended the Martin Luther King Day annual breakfast where they celebrated a pivotal person in history. The Peter Pan performance was a success. This year’s theme for prom is ‘Out of this World’. It will be held at the San Jose Interactive Museum, tickets are on sale now.

Kimball High: Andrew Henano Megia informed Kimball seniors are now nearing the completion of college application season and are working with their counselors who recently held a two-day elective fair. The Math Club is preparing for a competition at the University of the Pacific. Leadership is currently choosing ASB representatives and officers. In November, Kimball collaborated with the Tracy High Bulldog Project at the Anti-Bullying Red Carpet Night, and they have been traveling to schools to spread awareness with middle schools. The Leadership class is planning the San Joaquin County Special Needs Prom. The Black Student Union completed the Martin Luther King Breakfast event which they were extensively involved in with the other high schools. Their production of the Wizard of Oz has ended, and they are now preparing for Bye Bye Birdie. Kimball High football is proud to have made it to play offs.

Recognition & Presentations:

9.1 Recognize the Outstanding Employees of the Winter Term for the 2024-25 School Year

The board recognized and congratulated James Tiffany, Social Science, KHS (9-12), Ajinderjit 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. They were presented with certificates.

9.2 Williams Middle School

Principal Jenny Hoffman was accompanied by Counselor Mercedes Morales and Teacher Justin Webb, who is also the leader of their Instructional Leadership Team (ILT). Williams kicked off the school year with their first Wildcat Roundup, giving students an opportunity to be prepared and ready for the first day of school. Their Harvest Festival was a huge success, and their music program continues to thrive. Williams is a RAMP certified school, receiving national recognition for having a comprehensive school counseling program. A breakdown of services provided to their students was reviewed from social emotional, to college and career, assisting struggling students and behavior counseling. They have started an assessment pilot program run by ILT. Tests scores have improved in all areas, and they are planning to continue achieving growth with the FIAB pilot program (Focused Interim Assessment Blocks). They are using this CAASPP program for sixth grade students, which is more closely aligned to the state testing.

Information & Discussion Items:

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

Hearing of Delegations

11. Jake Hallen is a Junior at Tracy High. He invited the board to attend Tracy Celebrates Children 2025 on March 10th. This is a citywide day of play with local businesses providing free fun and safe events for students. The event is in honor of Sandra Cantu.

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

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

13.1.2 Approve Accounts Payable Warrants (December 2024) (Separate Cover)

13.1.3 Approve Payroll Reports (December 2024)

13.1.4 Approve Revolving Cash Fund Report (December 2024)

13.1.5 Approve Entertainment, Assembly, Service, Business and Food Vendors

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

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

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

13.2 **Educational Services:**

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

- 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
- 13.2.3 Approve Agreement for Contract Services with Families United for the 2024-2025 School Year
- 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
- 13.2.5 Approve Agreement for Contract Services Between Quest Science Center and Jacobson Elementary School for the 2024-2025 School Year
- 13.2.6 Approve Special Contract Services Agreement with Lisa Cheney–LC Education for Independent Education Evaluation (IEE) for the 2024-2025 School Year
- 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
- 13.2.8 Approve CCAP Agreement Revision between TUSD and Las Positas Community College beginning January 2025 (Separate Cover)
- 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 Consider Claim 649312
Action: Motion to Reject. Secker, Hawkins. **Vote:** Yes-7; No-0; Absent-0.
 - 14.1.2 Approve Piggyback Bid Between Sourcewell and Konica Minolta Business Solutions (Separate Cover)
Action: Hawkins, Traina. **Vote:** Yes-7; No-0; Absent-0.
 - 14.1.3 Adopt Resolution No. 24-12 Bylaws of Citizens’ Oversight Committee
Action: Fagin, Cheeseman. **Vote:** Yes-7; No-0; Absent-0.
- 14.2 **Educational Services:**
 - 14.2.1 Approve School Accountability Report Cards (SARCs) for the 2023-2024 School Year (Separate Cover)
Action: Alexander, Cheeseman. **Vote:** Yes-7; No-0; Absent-0.
- 14.3 **Human Resources:** None.

Board Reports:

Trustee Traina enjoyed this meeting of student reports and hearing of the good things going on at school campuses. Listening to the presentations made to the teachers, it is evident that their dedication and commitment to the profession and students is there all the time. Trustee Secker also thanked those who were recognized this evening. He has had the opportunity to visit some campuses and see the teachers and the grassroots momentum taking place. During the last board meeting he was appointed to the San Joaquin County School Board Association. They selected officers and scheduled to meet again in March. He will have more to report on this later. Trustee Cheeseman thanked the students for taking the time to be there tonight.

She loved the notes left by Tracy High Leadership and congratulated the employees for receiving Employee of the Quarter. Trustee Alexander thanked everyone for coming out. She attended the Martin Luther King breakfast. This is the second year that her organization nominated a youth for the Martin Luther King Image Award, the student was from Tracy High. She congratulated the teachers and employees for doing a good job. Trustees Hawkins and Fagin congratulated the award recipients, and they enjoyed the student presentations. Trustee Silcox is always impressed to hear from the students and receive an update on what they are doing. He also congratulated Ms. Nott for her recognition, she deserves it.

**Superintendent
Report:**

Dr. Pecot informed us that for the last few weeks his office and other districts have been inundated with questions about the affect politics will have on local districts. We do not have all the answers but will continue to work with the county and our state and federal resources to create an environment for our students that is as supportive as possible. He thanked the principals, teachers and staff at school sites that are working with parents and students that have questions at this time.

Adjourn: 7:53 pm.

Clerk

Date



TRACY
UNIFIED SCHOOL DISTRICT

BUSINESS SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tania Salinas, Assoc Supt of Business Services
DATE: January 29, 2025
SUBJECT: Approve Out of State Travel for Director of Food Services and Coordinator of Food Services to Attend the National Anti-Hunger Policy Conference in Washington D.C. from May 3-7, 2025

BACKGROUND: The National Anti-Hunger Policy Conference, sponsored by the Food Research & Action Center, and in cooperation with the National CACFP Forum, draws anti-hunger and anti-poverty advocates; federal, state and local government officials; child advocates; representatives of food banks and food rescue organizations; sponsoring organizations and nutrition groups. Members of Congress, Hill staff, and key Administration officials attend the conference, provide comments as part of plenary sessions and panels, and join participants at receptions and special events.

RATIONALE: Approval of this agenda item gives authorization to the Director of Food Services and Coordinator of Food Services to attend the three-day event attended by over 1,000 anti-hunger advocates each year. The three-day event is packed with numerous networking opportunities, interactive training, content-rich sessions, and a day on Capitol Hill to meet with Members of Congress and their key staffers. Participants share information and learn how to strengthen the quality and reach of federal nutrition programs, learn the best outreach and program practices from other states and localities, and identify creative ideas for new and innovative approaches to end hunger.

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 \$10,000. 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 National Anti-Hunger Policy Conference in Washington D.C. from May 3-7, 2025.

Prepared by: Brandy Campbell, Director of Food Services.



BUSINESS SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tania Salinas, Assoc. Supt. of Business Services
DATE: February 11, 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 West High School / Tracy Unified School District:

1. The Little Flower Shop donated flowers valued at approximately \$500.00 to the BSU Club for Martin Luther King Day.

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

1. Tracy African American Association: \$3,449.53 (Ck #2499). This donation is designated towards the BSU Club.

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

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

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

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

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



BUSINESS SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tania Salinas, Assoc Supt of Business Services
DATE: February 11, 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**

February 11, 2025

A.

Vendor:	Frontline Education
Sites:	District Wide
Item:	Open Purchase Order
Services:	Frontline supports the front line of education in efficiently and effectively managing everything from Recruiting & Hiring, Position Control Management, Screening Assessments, Electronic Employee Records & Forms Management, Time & Absence Management, Finance, HR, ERP & Student Information Management, to Professional Learning Tools, and Evaluations, to Special Education & Intervention. Frontline provides Tracy Unified with the ability to transition PAO's from a paper process to a digital process.
Cost:	\$49,736.64
Project Funding:	Unrestricted general funds



BUSINESS SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tania Salinas, Assoc Supt of Business Services
DATE: January 30, 2025
SUBJECT: **Receive Report on Actuarial Study of Post Employment Benefits in Support of Governmental Accounting Standards Board Statement 75**

BACKGROUND: In June 2015, the Governmental Accounting Standards Board (GASB) issued Statement Number 75, *Accounting and Financial Reporting by Employers for Postemployment Benefits Other Than Pensions*, which addressed how state and local governments should account for and report their costs and obligations related to postemployment healthcare and other non-pension benefits. Collectively, these benefits are commonly referred to as Other Postemployment Benefits (OPEB), and the statement is commonly referred to as “GASB 45.”

The GASB is the independent, not-for-profit organization formed in 1984 that establishes and improves financial accounting and reporting standards for state and local governments. Its seven members are drawn from the Board's diverse constituency, including preparers and auditors of government financial statements, users of those statements and members of the academic community.

GASB Statement 45 provided regulations for Accounting and Financial Reporting by Employers for Post-Employment Benefits Other than Pensions, and was issued in 2004. Although GASB had issued previous statements about OPEBs, namely GASB 25 and 27, GASB 45 resulted in significant changes to the reporting requirements for governmental agencies. In 2012, Statements 67 and 68 amended GASB Statements 25 and 27. GASB has now released Statement 75, a 300 page document to further outline and expand upon the requirements required from earlier statements. In addition, Statement 73 (128 pages), Statement 74 (108 pages), complete the reporting regulations that apply to OPEB. The GASB website in their June 20, 2015 News release states, “the new OPEB standards parallel the pension standards issued in 2012 GASB Statement No. 67, Financial Reporting for Pension Plans, and GASB Statement No. 68, Accounting and Financial Reporting for Pension. Together, the pension and OPEB standards provide consistent and comprehensive guidance for all post-employment benefits. “

The package of regulations (GASB 67, 68, 73, 74, 75) regulate how state and local governments calculate and report on financial statements, the costs associated with defined benefit OPEB plans.

- Government employers that do not prefund OPEB obligations will have to record a gross OPEB liability, while those that fund their OPEB plans through a trust that meets the specified criteria will have to record a net OPEB liability in their accrual-basis financial statements based on the plan fiduciary net position rather than plan funding.
- The new standard will make a government's obligations more transparent, and many governments will likely report a much larger liability.
- There are varying reporting requirements depending on whether the OPEB plan is administered through a trust that meets the following criteria:
 - Contributions from employers and non-employer entities contributing to the plan and earnings on those contributions are irrevocable.
 - OPEB assets are dedicated to providing OPEB to plan members in accordance with the benefit terms.
 - OPEB plan assets are legally protected from the creditors of employers, non-employer contributing entities, the OPEB plan administrator and plan members.
- OPEB benefits that are not provided through a trust are subject to the requirements in GASB Statement 68 and Statement 73 and 75.
- GASB does not require Governments to Fund OPEB (Technical Line, July 22, 2015)

Governmental employers that provide OPEB may choose how they wish to pay for the OPEB obligations. The GASB requirements then define based on those choices how the obligations are reported on financial statements. The options available include the following:

1. Pay As You Go
 - a. Current Practice (Note: But, we have begun to combine pay as you go with an informal prefund model)
 - b. Is legal
 - c. Not necessarily prudent
 - d. Liability rises over time
 - e. Liability never goes away
2. Prefund Informal
 - a. Revocable
 - b. Local District Fund
 - c. No Contribution Plan
 - d. Pay when dollars are available
 - e. Investment earnings is typically significantly lower over the long term and restricted to portfolio of investments by the County Treasurer
 - f. Minimizes future cost impacts
 - g. Provides future financial flexibility
 - h. Spreads the obligation over many years
 - i. Demonstrates prudent financial practices
 - j. Does not reduce Overall Liability

3. Prefund Formal

- a. Irrevocable Trust
- b. Administered by a third party
- c. Pay As You Go plus some Defined Funding Plan
- d. Typical amortization is 30 years
- e. Minimizes future cost impacts
- f. Provides future financial flexibility
- g. Spreads the obligation over many years
- h. Demonstrates prudent financial practices
- i. Provides greater investment flexibility
- j. Higher rate of return on investment
- k. Reduces Overall Liability

The Governmental Finance Officers Association (GFOA) recommends creating a qualified trust fund to prefund OPEB obligations. The GFOA also recommends that if an individual trust is created, consultation with legal counsel is necessary to ensure that the trust is established and administered properly.

RATIONALE: The first step in preparing to implement GASB 75 is to conduct an actuarial study. Total Compensation Systems, Inc. is a health actuarial consulting firm specializing in California public school employers. Their services have been utilized by the San Joaquin County Office of Education, who recommended them to TUSD.

FUNDING: None.

RECOMMENDATION: Receive Actuarial Study of Post Employment Benefits in Support of Governmental Accounting Standards Board Statement 75.

PREPARED BY: Lori Nelson, Director of Financial Services.



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Educational Services
DATE: January 30, 2025
SUBJECT: **Approve Overnight Travel for West High School Varsity Boy's & Girl's Wrestling Team to Attend CIF Wrestling State Finals in Bakersfield, CA. February 26 – March 1, 2025**

BACKGROUND: The West High School Boy's and Girl's Wrestling Team would like to attend CIF Wrestling State Finals in Bakerfield, CA. The trip consists of approximately 5 students and 3 advisors. The team will be chaperoned by Coach Bravo, Assistant Coaches Ulysses Juan, and Beatriz Santos, throughout the duration of the trip. Students and Advisors will travel via District vans with District approved drivers. The students and advisors will be staying for 4 days, 3 nights at Marriot in Bakersfield, CA.

RATIONALE: The opportunity to participate in State Finals and qualify for the State Championships. It will provide the student athletes with a chance to compete at the highest local level. This supports Goal 1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or careers.

FUNDING: Registration entry fee \$500.00 paid by Athletics. The transportation cost for 2 district vans with milage is approximately \$600.00 paid by Athletics. Hotel accommodation for 3 nights including breakfast and taxes \$3,552.00 paid by Athletics. Team Dinners and Miscellaneous expenses are approximately \$2,276.00. The total of trip will be in the maximum amount of \$6,928.00.

RECOMMENDATION: Approve Overnight Travel for West High School Varsity Boy's & Girl's Wrestling Team to Attend CIF Wrestling State Finals in Bakersfield, CA. February 26 – March 1, 2025.

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



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Assoc Supt of Educational Services
DATE: January 27, 2025
SUBJECT: **Approve and/or Ratify Routine Agreements which meet the Criteria for Placement on the Consent Agenda**

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

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

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

FUNDING: Per attached summary of requisitions.

RECOMMENDATION: Approve and/or Ratify Routine Agreements which meet the Criteria for Placement on the Consent Agenda.

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

EDUCATIONAL SERVICES
February 11, 2025
SUMMARY OF SERVICES

Vendor: Speech Therapy & Accent Group
Sites: District Wide
Item: One Additional Evaluation Service Request for an Independent Education Evaluation
Services: A board agenda was previously approved on 11/12/2024 to provide an Independent Education Evaluation (IEE).
Cost: \$3,250.00
Project Funding: Special Education

Vendor: Blankenship ABA Consulting
Sites: District Wide
Item: One Additional Service Request for an Independent Education Evaluation
Services: A board agenda was previously approved on 10/22/2024 to provide an Independent Education Evaluation (IEE).
Cost: \$6,250.00
Project Funding: Special Education



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Educational Services
DATE: January 30, 2025
SUBJECT: **Approve Agreement for Contract Services Between World of Wonders Science Museum and South/West Park Elementary School for the 2024-2025 School Year**

BACKGROUND: The mission of the World of Wonders Science Museum is to offer hands-on, science-based exhibits and programs to stimulate discovery for all ages. The students can explore interactive exhibits that delve into topics such as energy, electricity, magnetism, and optics, fostering a deeper understanding of the world around them. Through interactive exhibits, educational programs, and outreach initiatives, the museum strives to make science accessible and enjoyable, encouraging a curiosity-driven approach to learning and discovery. By promoting inclusion and providing an engaging environment.

RATIONALE: This is an extended learning opportunity that aligns with the district's focus on STEM education as well as SWP's goal to prepare all students to be well-rounded individuals with the knowledge and skills to pursue collage and career. The projected outcome is to provide a dedicated space for hands-on, interactive science technology experiences that complement the District's STEM curriculum. We hope that through the collaboration with World of Wonders Science Museum we foster a deeper connection with the world of science. It will provide a unique opportunity for students to actively participate in STEM related activities.

FUNDING: The cost, not to exceed \$2,900.00, will be paid for through our Title 1 funds.

RECOMMENDATION: Approve Agreement for Contract Services between World of Wonders Science Museum and South/West Park Elementary School.

Prepared by: Juan Lopez, South/West Park 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 World of Wonders Science Museum, 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: WOW will bring their educators into the classroom to create an engaging science experience for all students. This includes all science materials where students can experience different hands on scene activities at South/West Park Elementary. Scheduled for March 27th, April 8th, and April 29th

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 (3/27, 4/8, & 4/29) (3) [] HOURS [X] DAYS, under the terms of this agreement at the following location South/West Park Elementary.

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

- a. District shall pay \$ 962.50 per [] HOUR [X] DAY [] FLAT RATE, not to exceed a total of \$ 2887.5. 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 March 27th, 2025, and shall terminate on April 29th, 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, Juan Lopez, at (209) 830-3335 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.
8. Contractor enters into this Agreement as an independent contractor and not as an employee of the District. The Contractor shall have no power or authority by this Agreement to bind the District in any respect except as provided herein. Nothing in this Agreement shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Contractor are employees, agents, contractors or subcontractors of the Contractor and not of the District. The District shall not be obligated in any way to pay any wage claims or other claims made against Contractor by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this Agreement.
 - a. CONTRACTOR shall be required to provide proof (Certificate of Insurance) of comprehensive general liability insurance coverage in the amount of one million dollars (\$1,000,000.00) combined single limit per occurrence; two million dollars (\$2,000,000.00) general aggregate. A separate additional insured endorsement shall be provided to include the DISTRICT and its officers, officials, employees, agents and volunteers as additional insured in the policy. It is agreed that insurance coverage provided by CONTRACTOR herein is endorsed as primary and noncontributory to any similar insurance or self-insurance carried by DISTRICT. The DISTRICT reserves the right to adjust its insurance requirements as needed.
 - b. Contractor [] WILL [] WILL NOT have significant contact with students. If applicable, proof of professional liability insurance, to include one million dollars (\$1,000,000.00) per occurrence for Sexual Abuse/Molestation is also required. If applicable, CONTRACTOR will comply with the provisions of Education Code 45125 regarding the submission of fingerprints to the California Department of Justice and the completion of criminal background investigations of the CONTRACTOR and/or its employees.

Contractor agrees to hold harmless and to indemnify District for:

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

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

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

10. Contractor certifies that his or her current employer, if any, is fully cognizant of this Agreement and that payments hereunder are not in conflict with any federal, state, or local statutes, rules or regulations or with any policies of Contractor's current employer. Contractor covenants that neither it, nor any of its employees, agents, contractors or subcontractors has any interest, nor shall they acquire any interest, direct or indirect, in the subject of the Agreement, nor any other interest which would conflict in any manner or degree with the performance of its services hereunder. Contractor shall make all disclosures required by the District's conflict of interest code in accordance with the category designated by the District, unless the District determines in writing that Contractor's duties are more limited in scope than is warranted by the category designated by the District code and that a narrower disclosure category should apply. Contractor also agrees to make disclosure in compliance with the District conflict of interest code if, at any time after the execution of this Agreement, District determines and notifies Contractor in writing that Contractor's duties under this Agreement warrant greater disclosure by Contractor than was originally contemplated. Contractor shall make disclosures in the time, place and manner set forth in the conflict of interest code and as directed by the District.
11. District shall become the owner of, and entitled to, exclusive possession of all records, documents, graphs, photographic or other reproductions of any kind produced in the scope of services performed and no other uses thereof will be permitted except by permission of the District. Proprietary materials will be exempted from this clause.
12. Contractor shall keep itself fully informed of, shall observe and comply with, and shall cause any and all persons, firms or corporations employed by it or under its control to observe and comply with, applicable federal, state, county and municipal laws, ordinances, regulations, orders and decrees which in any manner affect those engaged or employed on the work described by this Agreement or the materials used or which in any way affect the conduct of the work.
13. Contractor shall not engage in unlawful employment discrimination. Such unlawful employment discrimination includes, but is not limited to, employment discrimination based upon a person's race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, gender, citizenship, or sexual orientation.
14. Contractor shall maintain and make available for inspection by the District and its auditors accurate records of all of its costs, disbursements and receipts with respect to any work under this Contract. Such inspections may be made during regular office hours at any time until six (6) months after the final payments under this Agreement are made to the Contractor.

AGREED:

Contractor Signature

Title

Tracy Unified School District

IRS Identification Number

World of Wonders Science Museum

Date

Title

2 N. Sacramento St.

Account Number to be Charged

Address

Lodi, CA 95240

Department/Site Approval

Budget Approval

Date Approved by the Board

World of Wonders Science Museum

2 N Sacramento Street
 Lodi, CA 95240
 (209) 368-0969

Invoice

Date	Invoice #
12/10/2024	1701

Bill To
South West Park Elementary School 500 W. Mt. Diablo Tracy, CA, 95376

P.O. No.	Terms	Due Date
	Due 3 weeks prior	2/4/2025

Quantity	Description	Rate	Amount
	WOW on Wheels - 4 classes, K-3 (up to 25 students each class) South/West Park Elementary School February 25, 2025 9:00 AM Grade 2 T1 - Sandra Perez 35 Students (10 extra) T2 - Gabriela Vazquez 33 Students (8 extra) T3 - Victoria Gusman 35 Students (10 extra) T4 - Natalie Milano 33 Students (8 extra) BUBBLE WONDER Cancellation Policy: Within 3 weeks of scheduled event incur a \$75 per class fee. Within 24 hours no communication/confirmation of cancellation incur a 100% cancellation fee.	670.00	670.00
36	Additional Students (above 25 students in each class)	7.00	252.00
45	Travel Fees >15miles from museum roundtrip	0.90	40.50
		Total	\$962.50



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Educational Services
DATE: January 27, 2025
SUBJECT: **Approve Agreement for Contract Services Between San Joaquin County Office of Education, Boys and Girls Club of Tracy and TUSD for Spring Camps to the SJCOE Durham Ferry Outdoor Education Center for March 2025**

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. 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.

RATIONALE: This contract ensures TUSD Boys and Girls Club students from grades 3-8, are provided with the option to access a rich field trip experience that includes learning about the natural and human system in the context of our local river system and California’s Next Generation Science Standards (NGSS).

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 this training and support is not to exceed \$9,000.

RECOMMENDATION: Approve Agreement for Contract Services Between San Joaquin County Office of Education, Boys and Girls Club of Tracy and TUSD for School Field Trips to the Durham Ferry Outdoor Education for Spring Break 2025.

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

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

AGREEMENT FOR SPECIAL CONTRACT SERVICES

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and San Joaquin County Office of Education's STEM Department _____, hereinafter referred to as "Contractor," is for consultant or special services to be performed by a non-employee of the District. District and Contractor, herein named, do mutually agree to the following terms and conditions:

1. Contractor shall perform the following duties: SJCOE STEM Department will provide TUSD students with SJCOE Durham Ferry Outdoor Education Center field trips for Boys and Girls Club TUSD students from grades 3-8. Field trips will consist of student activities centered around learning about the natural and human systems in the context of our local river system and the California's Next Generation Science Standards. The registration cost shall not exceed \$9,000.

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

2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 2 _____ () [] HOURS [X] DAYS, under the terms of this agreement at the following location _____.
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
 - a. District shall pay \$ _____ per [] HOUR [] DAY [X] FLAT RATE, not to exceed a total of \$9,000. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
 - b. District [] SHALL [X] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$0.00 for the term of this agreement.
 - c. District shall make payment on a [] MONTHLY PROGRESS BASIS [X] SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.

4. The terms of the agreement shall commence on January 24, 2025, and shall terminate on March 31, 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, Michael Bunch, at () mbunch@tusd.net with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.
8. Contractor enters into this Agreement as an independent contractor and not as an employee of the District. The Contractor shall have no power or authority by this Agreement to bind the District in any respect except as provided herein. Nothing in this Agreement shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Contractor are employees, agents, contractors or subcontractors of the Contractor and not of the District. The District shall not be obligated in any way to pay any wage claims or other claims made against Contractor by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this Agreement.
 - a. CONTRACTOR shall be required to provide proof (Certificate of Insurance) of comprehensive general liability insurance coverage in the amount of one million dollars (\$1,000,000.00) combined single limit per occurrence; two million dollars (\$2,000,000.00) general aggregate. A separate additional insured endorsement shall be provided to include the DISTRICT and its officers, officials, employees, agents and volunteers as additional insured in the policy. It is agreed that insurance coverage provided by CONTRACTOR herein is endorsed as primary and noncontributory to any similar insurance or self-insurance carried by DISTRICT. The DISTRICT reserves the right to adjust its insurance requirements as needed.
 - b. Contractor [] **WILL** [] **WILL NOT** have significant contact with students. If applicable, proof of professional liability insurance, to include one million dollars (\$1,000,000.00) per occurrence for Sexual Abuse/Molestation is also required. If applicable, CONTRACTOR will comply with the provisions of Education Code 45125 regarding the submission of fingerprints to the California Department of Justice and the completion of criminal background investigations of the CONTRACTOR and/or its employees.

Contractor agrees to hold harmless and to indemnify District for:

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

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

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

10. Contractor certifies that his or her current employer, if any, is fully cognizant of this Agreement and that payments hereunder are not in conflict with any federal, state, or local statutes, rules or regulations or with any policies of Contractor's current employer. Contractor covenants that neither it, nor any of its employees, agents, contractors or subcontractors has any interest, nor shall they acquire any interest, direct or indirect, in the subject of the Agreement, nor any other interest which would conflict in any manner or degree with the performance of its services hereunder. Contractor shall make all disclosures required by the District's conflict of interest code in accordance with the category designated by the District, unless the District determines in writing that Contractor's duties are more limited in scope than is warranted by the category designated by the District code and that a narrower disclosure category should apply. Contractor also agrees to make disclosure in compliance with the District conflict of interest code if, at any time after the execution of this Agreement, District determines and notifies Contractor in writing that Contractor's duties under this Agreement warrant greater disclosure by Contractor than was originally contemplated. Contractor shall make disclosures in the time, place and manner set forth in the conflict of interest code and as directed by the District.
11. District shall become the owner of, and entitled to, exclusive possession of all records, documents, graphs, photographic or other reproductions of any kind produced in the scope of services performed and no other uses thereof will be permitted except by permission of the District. Proprietary materials will be exempted from this clause.
12. Contractor shall keep itself fully informed of, shall observe and comply with, and shall cause any and all persons, firms or corporations employed by it or under its control to observe and comply with, applicable federal, state, county and municipal laws, ordinances, regulations, orders and decrees which in any manner affect those engaged or employed on the work described by this Agreement or the materials used or which in any way affect the conduct of the work.
13. Contractor shall not engage in unlawful employment discrimination. Such unlawful employment discrimination includes, but is not limited to, employment discrimination based upon a person's race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, gender, citizenship, or sexual orientation.
14. Contractor shall maintain and make available for inspection by the District and its auditors accurate records of all of its costs, disbursements and receipts with respect to any work under this Contract. Such inspections may be made during regular office hours at any time until six (6) months after the final payments under this Agreement are made to the Contractor.

AGREED:

Contractor Signature Title

IRS Identification Number

Title

Address

Tracy Unified School District

Date

01-2600-0-1110-1000-4300-800-2744

Account Number to be Charged

Continous Improvement

Department/Site Approval

Budget Approval

Date Approved by the Board

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

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

1. Contractor shall perform the following duties: Boys and Girls Club of Tracy will supervise and chaperone TUSD Boys and Girls Club students to spring break camps at SJCOE Durham Ferry.

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

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

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 [] 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 [] 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 24, 2025, and shall terminate on March 31, 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, Michael Bunch, at () mbunch@tusd.net with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.
8. Contractor enters into this Agreement as an independent contractor and not as an employee of the District. The Contractor shall have no power or authority by this Agreement to bind the District in any respect except as provided herein. Nothing in this Agreement shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Contractor are employees, agents, contractors or subcontractors of the Contractor and not of the District. The District shall not be obligated in any way to pay any wage claims or other claims made against Contractor by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this Agreement.
 - a. CONTRACTOR shall be required to provide proof (Certificate of Insurance) of comprehensive general liability insurance coverage in the amount of one million dollars (\$1,000,000.00) combined single limit per occurrence; two million dollars (\$2,000,000.00) general aggregate. A separate additional insured endorsement shall be provided to include the DISTRICT and its officers, officials, employees, agents and volunteers as additional insured in the policy. It is agreed that insurance coverage provided by CONTRACTOR herein is endorsed as primary and noncontributory to any similar insurance or self-insurance carried by DISTRICT. The DISTRICT reserves the right to adjust its insurance requirements as needed.
 - b. Contractor WILL WILL NOT have significant contact with students. If applicable, proof of professional liability insurance, to include one million dollars (\$1,000,000.00) per occurrence for Sexual Abuse/Molestation is also required. If applicable, CONTRACTOR will comply with the provisions of Education Code 45125 regarding the submission of fingerprints to the California Department of Justice and the completion of criminal background investigations of the CONTRACTOR and/or its employees.

Contractor agrees to hold harmless and to indemnify District for:

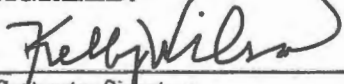
Any injury to person or property sustained by Contractor or by any person, firm or corporation employed directly or indirectly by the Contractor or by any of the individuals participating in or associated with him or her, however caused; and any injury to person or property sustained by any person, firm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

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

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

10. Contractor certifies that his or her current employer, if any, is fully cognizant of this Agreement and that payments hereunder are not in conflict with any federal, state, or local statutes, rules or regulations or with any policies of Contractor's current employer. Contractor covenants that neither it, nor any of its employees, agents, contractors or subcontractors has any interest, nor shall they acquire any interest, direct or indirect, in the subject of the Agreement, nor any other interest which would conflict in any manner or degree with the performance of its services hereunder. Contractor shall make all disclosures required by the District's conflict of interest code in accordance with the category designated by the District, unless the District determines in writing that Contractor's duties are more limited in scope than is warranted by the category designated by the District code and that a narrower disclosure category should apply. Contractor also agrees to make disclosure in compliance with the District conflict of interest code if, at any time after the execution of this Agreement, District determines and notifies Contractor in writing that Contractor's duties under this Agreement warrant greater disclosure by Contractor than was originally contemplated. Contractor shall make disclosures in the time, place and manner set forth in the conflict of interest code and as directed by the District.
11. District shall become the owner of, and entitled to, exclusive possession of all records, documents, graphs, photographic or other reproductions of any kind produced in the scope of services performed and no other uses thereof will be permitted except by permission of the District. Proprietary materials will be exempted from this clause.
12. Contractor shall keep itself fully informed of, shall observe and comply with, and shall cause any and all persons, firms or corporations employed by it or under its control to observe and comply with, applicable federal, state, county and municipal laws, ordinances, regulations, orders and decrees which in any manner affect those engaged or employed on the work described by this Agreement or the materials used or which in any way affect the conduct of the work.
13. Contractor shall not engage in unlawful employment discrimination. Such unlawful employment discrimination includes, but is not limited to, employment discrimination based upon a person's race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, gender, citizenship, or sexual orientation.
14. Contractor shall maintain and make available for inspection by the District and its auditors accurate records of all of its costs, disbursements and receipts with respect to any work under this Contract. Such inspections may be made during regular office hours at any time until six (6) months after the final payments under this Agreement are made to the Contractor.

AGREED:

 CEO

Contractor Signature Title
68-0028682

IRS Identification Number
68-0028682

Title
CEO

Address
753 W. Lowell Ave.

Tracy, CA 95376

Tracy Unified School District

Date

Account Number to be Charged
Continous Improvement

Department/Site Approval

Budget Approval

Date Approved by the Board



MEMORANDUM OF UNDERSTANDING

**SAN JOAQUIN COUNTY OFFICE OF EDUCATION
and
TRACY UNIFIED SCHOOL DISTRICT**

This Memorandum of Understanding (MOU) is between San Joaquin County Office of Education, hereinafter referred to as "SJCOE," and Tracy Unified School District, herein referred to as "TUSD", is for the purpose of providing additional education learning experience for TUSD students.

The two parties, SJCOE and TUSD, mutually agree to the following terms and conditions:

I. SCOPE OF WORK

SJCOE will prepare and host 2 Spring Let's Play Outside sessions at Durham Ferry Outdoor Education Center (Durham Ferry OEC). Students in grades 3 – 8 will participate in a day camp (9:00AM – 1:30PM, flexible) at Durham Ferry OEC, where they will practice the fundamentals of archery, explore nature, hike, and participate in engineering and team building activities. Lunch, snack, and water is included in the cost per child.

Camp Days:

Date	Camp Name	# of students	Cost per student	Total Cost
March 12, 2025	Let's Play Outside – Nature Detectives	Up to 30	\$150	\$4,500
March 14, 2025	Let's Play Outside – Archery Adventure Day	Up to 30	\$150	\$4,500

II. TERMS OF AGREEMENT

a. This agreement will be in effect from 1/24/2025 – 3/31/2025.

III. COMPENSATION

a. SJCOE STEM Camps (includes instructor's personnel fees, materials and supplies).



- b. TUSD agrees to pay SJCOE fees at the rates stated above for services satisfactorily performed. SJCOE will guarantee the rate over the course of this Agreement. The Total fees (“the Fee”) paid by TUSD to SJCOE shall not exceed **\$9,000.00**. Any work performed by SJCOE in excess of the Fee will not be compensated unless agreed upon both parties. TUSD agrees to pay the Fee, up to the maximum agreeable amount provided herein, within sixty (60) days of receipt of a detailed invoice from SJCOE, including any additional supporting documentation TUSD reasonably requests.

IV. TERMINATION OF MEMORANDUM

- a. This agreement can be terminated by either party with 30 days advanced written notice.
- b. This agreement may be terminated immediately by either party if it is not possible to hold the Camp(s) due to an Order of the Department of California Department of Public Health or San Joaquin County Health Officer or other event outside of human control or activity which makes it impossible to hold the Camp.

V. CERTIFICATION OF NON-EMPLOYEE STATUS AND MUTUAL INDEMNIFICATION:

- a. SJCOE certifies that at all times SJCOE is acting as an independent contractor and not as employee of TUSD. SJCOE and TUSD agree to mutually indemnify and hold one another harmless, including their Superintendent, Board of Education, officers, agents and employees against any and all claims, which may result from their respective performance under this agreement. This obligation survives the termination of the MOU as set out in section IV.
- b. San Joaquin County Office of Education agrees to make no claim against TUSD for any vacation, sick leave, retirement benefits, social security, medical benefits, workers' compensation benefits, unemployment benefits or any other benefits usually provided to employees and expressly agrees that SJCOE is not entitled to any such benefits.

Is the proposed CONTRACTOR/CONSULTANT an employee of the SJCOE? Yes No

Have you or any of your employees previously been employed by the SJCOE? Yes No

Are you or any of your employees a California Public Employees Retirement System (CalPERS) or a California State Teachers Retirement System (CalSTRS) member? Yes No
 If yes, which system? (CalPERS) (CalSTRS)

Are you, any of your employees or sub-contractors a California Public Employees Retirement System (CalPERS) or a California State Teachers Retirement System (CalSTRS) retiree? Yes No

If yes, which system? (CalPERS) (CalSTRS)



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

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

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

SAN JOAQUIN COUNTY OFFICE OF
EDUCATION

TRACY UNIFIED SCHOOL DISTRICT

Katie Wipfli

Katie Wipfli, Division Director of STEM

Tania Salinas, Associate Superintendent of
Business Services

01/24/2025

Date

Date

Warren Sun

Warren Sun, Div. Director of Operations

01/24/2025

Date



HUMAN RESOURCES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: January 29, 2025
SUBJECT: **Approve Resignations/Retirements/Leave of Absences for Classified, Certificated, and/or Management Employees.**

BACKGROUND:

CERTIFICATED RESIGNATION

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
Fonseca, Nisla Teacher	THS	02/28/2025 Revised Date	Personal
Rafel-Little, Renee Teacher	FES	05/30/2025	Personal
Zamzow, Ryan Teacher	KHS	06/30/2025	Personal

BACKGROUND:

CERTIFICATED RETIREMENTS

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
Carlfeldt, Cynthia Curriculum Specialist TOSA	DEC/PLC	06/30/2025	Retirement
Frandsen, Diane Teacher	KHS	05/30/2025	Retirement
Garske, Carol Teacher	THS	06/30/2025	Retirement

BACKGROUND:NAME/TITLESITE**CLASSIFIED RETIREMENTS**EFFECTIVE
DATEREASON

Noah, Kathleen

DEC

3/28/2025

Retirement

BACKGROUND:NAME/TITLESITEEFFECTIVE
DATEREASONAmaro Gamarra, Clara
School Supervision Assistant

CES

2/11/2025

Accepted Position

Chase, Lidia
Para Educator Therapeutic Behavior

DEC

5/29/2025

Personal

Chavez, Elizabeth
Special Education Para Educator

WHS

2/10/2025

Accepted Position

Garrick, Nichole
Clerk Typist II

WHS

1/26/2025

Accepted Position

Urbina Ortiz, Sury
Translator/Clerk Typist

WHS

2/11/2025

Accepted Position

Virula, Deseree
School Supervision Assistant

VES

1/26/2025

Accepted Position

RECOMMENDATION: Accept Resignations/Retirements/Leave of Absence for Classified, Certificated, and/or Management Employment.**Prepared by:** Tammy Jalique, Associate Superintendent of Human Resources.



HUMAN RESOURCES MEMORANDUM

TO: Robert Pecot, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: January 29, 2025
SUBJECT: Approve Classified, Certificated, and/or Management Employment

BACKGROUND:

Arellano Torres, Nora

**MANAGEMENT/CLASSIFIED
CONFIDENTIAL**

Coordinator of Financial Services (Replacement)
DEC/Finance
LME Range 23, Step B - \$386.73 daily rate
Funding: General Fund

BACKGROUND:

Arra, Shylaja

CERTIFICATED

Art Freiler Elementary School
RSP TK-8 (Replacement)
“A”, Class VI, Step 1 - \$27,232.00
Fund: Special Education

Bedolla, Mateo

South/West Park Elementary School
3rd Grade (Replacement)
“A”, Class A, Step 1 - \$27,232.00
Fund: General

BACKGROUND:

Alvarado, Claudia

CLASSIFIED

Food Service Worker (Replacement)
Williams Middle School
Range 25, Step C - \$20.77 per hour
Child Nutrition – School Program

Amaro Gamarra, Clara	Bilingual Para Educator I (Replacement) North Preschool Range 24, Step E - \$22.30 per hour Funding: Child Care & Dev-Gain Mrkt Srvy
Chavez, Elisabeth	Adult Education Paraprofessional (Replacement) Adult School Range 24, Step E - \$22.30 per hour Funding: Adult Education
Fonseca, Juana	HS Administrative Secretary (Replacement) Tracy High School Range 32, Step E - \$26.87 per hour Funding: General Fund
Gallardo, Brigitte	School Supervision Assistant (Replacement) Bohn Elementary School Range 21, Step C - \$18.98 per hour Funding: General Fund Unrestricted
Garrick, Nichole	Registrar (Replacement) West High School Range 36, Step B - \$25.64 per hour Funding: General Fund
Urbina Ortiz, Sury	Career Education Technician (Replacement) West High School Range 34, Step B - \$24.49 per hour Funding: General Fund
Virula, Deseree	Para Educator I (New) Bohn/Central/Villalovoz Range 24, Step B - \$19.39 per hour Funding: Prop 28

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

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



HUMAN RESOURCES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: January 23, 2025
RE: **Approve Classroom Observation Agreement with Modesto Junior College**

BACKGROUND: Tracy Unified School District currently employs interns through several colleges and universities. This has aided the district in increasing the number of candidates that are available for teaching, school counseling, and school psychology positions within the district. A contract between Modesto Junior College and Tracy Unified School District will expand options for meeting staffing needs. This Agreement will be effective February 12, 2025.

RATIONALE: By approving this agreement, the district will expand its pool of applicants for Teaching and Administrative positions. This agenda item meets strategic goal #2: Hire, support, develop, train, and sustain district employees who create a singleness of purpose focused on maximizing students' academic, social, and emotional potential.

FUNDING: No Fiscal Impact.

RECOMMENDATION: Approve Classroom Observation Agreement with Modesto Junior College.

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



**YOSEMITE COMMUNITY COLLEGE DISTRICT
MODESTO JUNIOR COLLEGE
INTERNSHIP TRAINING AGREEMENT**

FOR AND IN CONSIDERATION of the mutual covenants herein contained, it is hereby agreed as follows:

That this Agreement between the Yosemite Community College District, Modesto Junior College Administration, hereinafter referred to as "DISTRICT" and Tracy Unified School District hereinafter referred to as "EMPLOYER" shall be effective February 12, 2025 through June 30, 2028.

The DISTRICT and the EMPLOYER hereby further mutually agree with each other as follows:

THE DISTRICT AGREES

To inform the EMPLOYER of the intent and purpose of the Internship Program. That the Instructor will determine the final grade at the end of internship, taking into consideration the written and oral evaluations from the EMPLOYER. That pursuant to Section 78249 of the Education Code of the State of California, which addresses worker's compensation, the DISTRICT will, at all time herein mentioned, be deemed an employer under Division IV of the Labor Code of the State of California of all students receiving training pursuant to this Agreement **except** for such times that students are being paid a cash wage or salary by the EMPLOYER.

THE EMPLOYER AGREES

To provide an opportunity for the student to observe, perform, and gain knowledge about various aspects of the programs, goals and service responsibilities of the agency, and to provide adequate supervision to ensure a planned program of the job activities in order that the student may receive educational benefits.

EMPLOYER AND DISTRICT AGREE

The EMPLOYER and the Instructor of the Modesto Junior College (*MSOCSC-110 section 8161*) Community Service program will cooperate in the evaluation of the program. Each of the parties hereto shall be liable for negligent or wrongful acts or omissions of its representatives and employees occurring in the performance of this Agreement and, if either party becomes liable for damages caused by its representatives and employees, it shall pay such damages without contribution by the other party. Each party hereto agrees to indemnify, defend, and save harmless the other party, its officers, agents, and employees from any and all claims and losses proximately caused by the party's negligent or wrongful acts or omissions.

This agreement may at any time be altered, changed, or amended by mutual agreement of the parties in writing.

FOR THE DISTRICT

Student Name	ID Number	Date
Dr. Dianne Vargas, Instructor		Date
MJC Instructor Telephone Number (School of Language Arts & Education)		
Susan C. Yeager, YCCD Vice Chancellor		
209-575-6531		
Vice Chancellor Telephone Number		

FOR THE EMPLOYER

Signature (Employer Name/Title)	Date
Tracy Unified School District, Human Resources Dept. Business Name	
1875 W Lowell Ave., Tracy, CA 95376	
Business Address	
209-830-3260	
Employer Telephone Number	



BOARD AGENDA REQUEST FORM

TO: Dr. Robert Pecot, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: January 23, 2025
RE: **Approve Student Teacher Agreement with San Jose State University**

PROPOSED BOARD MEETING DATE: February 11, 2025
TYPE OF ACTION REQUIRED: (a contract and MOU approval form is required for outside services of a consultant or organization.)

Please check:

- Public Hearing
- Recognition
- Consent
- Action
- Information/Discussion/Report
- Closed Session
- Pending Fingerprint Approval

NOTE: All Agenda items must be submitted to the appropriate Associate Superintendent in accordance with the board meeting deadlines.

Internal Use:
APPROVED BY: TJ

ITEM # 13.3.4



HUMAN RESOURCES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: January 23, 2025
RE: **Approve Student Teacher Agreement with San Jose State University**

BACKGROUND: Tracy Unified School District currently employs interns through several colleges and universities. This has aided the District in increasing the number of candidates that are available for teaching and school counseling positions within the district. A contract between San Jose State University and Tracy Unified School District will expand options for meeting staffing needs. This Agreement will be effective February 12, 2025 through June 30, 2030.

RATIONALE: By approving this agreement, the District will expand its pool of applicants for Teaching positions. This agenda item meets strategic goal #2: Hire, support, develop, train, and sustain district employees who create a singleness of purpose focused on maximizing students' academic, social, and emotional potential.

FUNDING: No Fiscal Impact.

RECOMMENDATION: Approve Student Teacher Agreement with San Jose State University.

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

STUDENT TEACHING AGREEMENT

THIS AGREEMENT entered into by and between the State of California through the Trustees of The California State University on behalf of the State University, noted below, all of which are hereinafter called State or State University, and the Center, noted below, hereinafter called the Center:

WITNESSETH

WHEREAS, The Center is authorized to enter into agreements with the State, to provide teaching experience through practice teaching to students enrolled in teacher training curricula of the State University; and to provide speech and language pathology experience through practice speech and language pathology to students enrolled in speech and language pathology training curricula of the State University; and

NOW THEREFORE, it is mutually agreed between the State and the Center as follows:

SPECIAL PROVISIONS

The State University and the Center are as follows:

University	The Center
San Jose State University One Washington Square San Jose, CA 95192-0071	Tracy Unified School District 1875 W. Lowell Avenue Tracy, CA 95380

The TERM of the Agreement is **February 12, 2025 through June 30, 2030.**

GENERAL TERMS

1. The Center shall provide to State University students teaching experience through practice teaching in schools and classes of the Center not to exceed the units of practice teaching set forth in the Special Provisions. Such practice teaching shall be provided in such school or classes of the Center, and under the direct supervision and instruction of such employees of the Center, as the Center and the State through their duty-authorized representatives may agree upon.

The Center shall provide teacher candidates (student teachers) with necessary educator access to instructional technology including but not limited to course management systems, online curricular materials, and instructional applications.

The Center shall allow videotaping of in-person or online lessons taught by the teacher candidate

(student teacher). When possible, the Center will revise video consent forms to include consent for teacher candidates (student teachers) to video record lessons.

The Center shall allow university supervisors access to observe both online and in-person instruction by the teacher candidate.

The Center may, for good cause, refuse to accept for practice teaching any student of the State University assigned to practice teaching in the Center, and upon request of the Center, made for good cause, the State shall terminate the assignment of any student of the State University to practice teaching in the Center.

The Center shall ensure that the clinical practice settings provided to student teachers include opportunities to engage in screening and diagnostic activities to inform teaching strategies and student assessments, per TPE 7. This includes early intervention techniques appropriate to the candidates' credentials and the specific requirements of the TPEs and standards.

Clinical practice settings will also provide opportunities for teacher candidates to practice foundational literacy skills and strong literature and language strategies, balancing oral and written language to promote students' meaning-making, language development, and effective expression, as detailed in TPEs 7.5, 7.6, 7.7, and 7.8.

Mentor teachers supervising student teachers will receive training and resources from San José State University on screening, diagnostic assessments, and early intervention strategies. This training ensures alignment with TPE 7 and includes guidance on literacy, language, and comprehension skills, emphasizing both oral and written language. The training empowers mentors to support student teachers in these critical educational practices.

The center will attempt to provide all candidates with opportunities in clinical practice settings to observe and practice the concepts and strategies included in the California Dyslexia Guidelines. Given that not every candidate will have a child with dyslexia in their clinical practice setting, the center will support opportunities for them to practice these strategies.

“Practice teaching” as used herein and elsewhere in this agreement means active participation in the duties and functions of classroom teaching under the direct supervision and instruction of employees of the Center holding valid life diplomas or credentials issued by the State Board of Education, other than emergency or provisional credentials, authorizing them to serve as classroom teachers in the schools or classes in which the practice teaching is provided.

The Center will ensure that students have valid fingerprint clearance as normally obtained through Certificate of Clearance prior to placement in schools and classes of the District for purposes outlined in this agreement.

The Center will request the student provide evidence of proper tuberculosis screening prior to placement in schools and classes of the District for purposes outlined in this agreement. This screening evidence will include tuberculosis test results and dates of the screening (to be

completed within the previous 60 days from placement start date).

2. An assignment of a student of the State University to practice teaching in schools or classes of the Center shall be, at the discretion of the State, either for approximately nine (9) weeks or for approximately (18) weeks, but a student may be given more than one assignment by the State University to practice teaching in such schools or classes.

The assignment of a student of the State University to practice teaching in the Center shall be deemed to be effective for purposes of this agreement as of the date the student presents to the proper authorities of the Center the assignment card or other document given the student by the State University effecting such assignment, but not earlier than the date of such assignment as shown on such card or other document.

INDEMNIFICATION

The Center and the State University will mutually hold harmless and indemnify the State and Center against all claims, demands, suits, judgments, expense and costs of any and every kind, insofar as it may legally do so and subject to the availability of funds, on account of the injury to or death of persons or loss of or damage to property arising in any manner out of Center's or State's performance of the terms of this Agreement.

INSURANCE

State and Center will procure and maintain in full force and effect adequate insurance or will self-insure their obligations under this Agreement.

Pursuant to the California State University (CSU) policy for contracting and procurement (Section 412.06), the University must ask for the following insurance information to be provided prior to issuance of an agreement, purchase order or student placement agreement/commitment which allows the work to be performed:

Contracts requiring insurance coverage shall contain the following provisions:

1. Center shall furnish to the University a Certificate of Insurance stating that there is liability insurance presently in effect for the agreement with a single limit of not less than \$2,000,000 per occurrence, and \$4,000,000 aggregate; and that vehicle insurance (where applicable) is in effect with a minimum coverage of \$1,000,000 per occurrence.
2. The Certificate of Insurance shall provide:
 - a. That the insurer will not cancel the insured's coverage without thirty (30) days prior notice to the University;
 - b. The State of California, the Trustees of the California State University System, San Jose State University, the employees, officers, and agents of each of them, must be

added by endorsement as Additional Insured, but only insofar as the operations under the agreement are concerned.

- c. That the State, the Trustees, and the University, and the employees, officers and agents of each of them will not be responsible for any premiums or assessments on the policy.

3. The Center agrees that the bodily injury liability insurance herein provided shall be in effect at all times during the term of the agreement. In the event said insurance coverage expires at any time or times during the term of this contract/agreement, Center agrees to provide at least thirty (30) days prior to said expiration date, a new Certificate of Insurance will be provided evidencing insurance coverage for not less than the remainder of the term of the contract, or for a period of not less than one (1) year. New Certificates of Insurance are subject to approval of the University, and Center agrees that no services shall be performed prior to the giving of such approval.

In the event that the Center fails to keep in effect at all time insurance coverage as provided herein, the University may in addition to any other remedies it may have, terminate the contact/agreement upon occurrence of such event.

4. Workers Compensation and Employer’s Liability insurance coverage as required by California State Law shall be maintained by the Center and any subcontractor(s) through the completion of the service. It is agreed that the University will provide Workers’ Compensation coverage for students and its employees for the duration of this agreement.

The limit of coverages set forth above is a minimum amount, and any situation where an unusually high risk of liability is present, the University may require the Center to carry insurance with a higher limit.

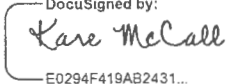
5. The University shall provide insurance coverages per Exhibit A.

STATE OF CALIFORNIA

THE CENTER

Trustees of the California State University

Tracy Unified School District

BY:  Date: 1/27/2025
E0294F419AB2431...
Kare McCall

BY: _____ Date: _____

TITLE: Lead Buyer, Procurement Services

TITLE: Associate Superintendent for Human Resources

SJSU Requisition# WR00109530

THIS SECTION IS OPTIONAL:

CERTIFICATION

I, the duly appointed and acting Clerk or Secretary of the Governing Board of the Center listed below, do hereby certify that the following is a true and exact copy of a portion of the Minutes of the regular meeting of said Board held on_____.

“It was moved, seconded, and carried that the attached contract with the Trustees of The California State University, whereby the University may assign students to the schools in the Center for practice teaching, be approved; and the___is hereby authorized to execute the same.”

BY _____
Clerk, Secretary (strike one) of the governing Board of The Center



ADMINISTRATIVE SERVICES MEMORANDUM

TO: Board of Education
FROM: Dr. Rob Pecot, Superintendent
DATE: January 28, 2025
SUBJECT: Approve Amended 2025 Board Meeting Calendar

BACKGROUND: Education Code Section 35143 mandates that the governing board of each school district hold an annual organizational meeting. During this meeting, the board is required to approve the board meeting schedule for the upcoming calendar year. Tracy Unified School District held its annual organizational meeting as part of the regular board meeting on December 17, 2024.

RATIONALE: The 2025 Board Meeting Calendar was approved during the December 17, 2024 board meeting. The District requests a change to the meeting originally scheduled for June 24, 2025. The meeting will now take place on Monday, June 23, 2025. Additionally, the District proposes adjusting the start times for the meetings on June 10 and June 23 to begin at 5:00 p.m. instead of the usual 7:00 p.m. start time.

FUNDING: N/A.

RECOMMENDATION: Approve Amended 2025 Board Meeting Calendar.

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



Board of Education Calendar of Meetings 2025

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

BOARD MEETING DATES 2025	
	1/14/25
	1/28/25
	2/11/25
	2/25/25
	3/25/25
	4/8/25
	4/22/25
	5/13/25
	5/27/25
	* 6/10/25
	* 6/23/25 (Monday)
	8/12/25
	8/26/25
	9/9/25
	9/23/25
	10/28/25
	* 11/12/25 (Wednesday)
	12/9/25

* The June 10 and June 23 meetings will begin at 5:00 p.m.

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



TRACY
UNIFIED SCHOOL DISTRICT

BUSINESS SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tania Salinas, Associate Superintendent of Business Services
DATE: January 30, 2025
SUBJECT: **Approve and Appoint Selected Applicants for the Bond Oversight Committee**

BACKGROUND: Pursuant to State law, after the passing of the Measure O Bond in November of 2024, the District is required to establish and appoint members to an independent oversight committee within 60 days following certification of the election. TUSD BP and AR 7214 General Obligation Bonds regulations indicate the composition of committee members and terms for which the Board must appoint for service on the Oversight Committee,

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

In January, 2025, the applications for the Bond Oversight Committee were reviewed by cabinet and the following appointments are being recommended:

1.Business Org in Community	Maria Valenzuela, Tracy Chamber of Commerce
2.Senior Citizen Org	Casey Goodall, AARP
3.Bona Fide Tax Assn	Vacant
4.Parent/Guardian	Rogelio Quintero
5.Parent/Guardian	Gregory Balfour
6.Parent/Guardian/PTO/SSC	Andrew Stokes, SSC
7.At Large	Ted Guzman
8.At Large	Kelly Lewis
9.At Large	Ameni Alexander

With the appointment of these candidates, one vacant bona fide taxpayer association position will remain unfilled. Should the District receive a qualified candidate/application, a recommendation to fill this position may be forthcoming at a future date.

FUNDING: N/A.

RECOMMENDATION: Approve and Appoint Selected Applicants for Specified Terms on the Bond Oversight Committee.

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



BUSINESS SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tania Salinas, Assoc Supt of Business Services
DATE: January 30, 2025
SUBJECT: Approve AB 1200: Public Disclosure of Collective Bargaining Agreement

BACKGROUND: In accordance with Government Code Section 3547.5(b), the District Superintendent and Chief Business Official must certify that the costs incurred by the school district under this agreement (Tentative Agreements with the Tracy Educators Association, California School Employees Association, and Tracy School Management Association presented and approved on January 29, 2025) can be met by the district during the agreement's term.

RATIONALE: After this public disclosure of the major provisions contained in this summary, the Governing Board must take action to acknowledge that any budget revisions described in this disclosure are necessary to meet the costs of the agreement.

FUNDING: N/A.

RECOMMENDATION: Approve AB 1200: Public Disclosure of Collective Bargaining Agreement.

Prepared by: Lori Nelson, Director of Financial Services.

Public Disclosure of Collective Bargaining Agreement
In Accordance with AB 1200 (Statutes of 1991, Chapter 1213) and GC 3547.5 and 3540.2

Name of School District: Tracy Unified School District

Name of Bargaining/Represented Unit: TEA

Certificated, Classified, Other: Certificated

The proposed agreement covers the period beginning: July 1, 2024 and ending June 30, 2026
(date) (date)

The Governing Board will act upon this agreement on: February 11, 2025
(date)

A. Proposed Change in Compensation

Compensation	Annual Cost Prior to Proposed Agreement 2024-25	Fiscal Impact of Proposed Agreement (All Funds) Complete years 2 and 3 for multi-year agreements only.		
		Year 1 Increase/(Decrease) 2024-25	Year 2 Increase/(Decrease) 2025-26	Year 3 Increase/(Decrease) 2026-27
1 Salary Schedule Ongoing Increase (Decrease)	\$ 85,759,672	\$ 3,430,387	\$ -	\$ -
	On-going year-over-year change	4.00%	0.00%	0.00%
2 Other Compensation - Increase (Decrease) (Stipends, Bonuses, Overtime, etc.)-One time	\$ -	\$ -	\$ -	\$ -
	Description			
3 Statutory Benefits - STRS, PERS, FICA, WC, UI, Medicare etc.	\$ 24,214,156	\$ 766,503	\$ -	\$ -
4 Health/Welfare Benefits	\$ 7,356,347	\$ 739,000		
5 Total Compensation - Increase (Decrease) (Total Lines 1-4)	\$ 117,330,175	\$ 4,935,890	\$ -	\$ -
6 Total Number of Represented Employees (Use FTEs if appropriate)	739.00			
7 Total Compensation Average Cost per Employee	\$ 158,769	\$ 6,679	\$ -	\$ -
	Year-over-year change	4.21%	0.00%	0.00%

If the agreement increases or decreases costs, a multiyear projection must be attached.

Public Disclosure of Collective Bargaining Agreement

Name of Bargaining/Represented Unit: TEA

B. SUMMARY

FISCAL EFFECTS

CHANGES TO COMPENSATION (SALARIES AND BENEFITS)

A percentage increase to the 2024-25 salary schedule of 4.00%, retroactive to July 1, 2024. Additional \$1,000 on Health CAP. This agreement results in an automatic "me too" for TSMA. 2025-26 Additional contract day to increase calendar to 184 days.

OTHER FISCAL EFFECTS

Not Applicable

FUNDING SOURCES

The on-going increase of 4.00% and \$1,000 increase to the Health CAP will be funded with unrestricted general fund dollars for a total compensation of \$4,832,579. Total compensation of other funds is \$103,311. 2025/26 additional day to TEA contract will be paid from the unrestricted general fund.

OTHER CHANGES

None.

CERTIFICATION

In accordance with Government Code Section 3547.5(b), I hereby certify that the costs incurred by the school district under this agreement can be met by the district during the agreement's term. The budget revisions necessary to meet the costs of the agreement are described above. (Must be signed in the copy presented to the board)

<i>District Superintendent</i>	<i>Date</i>	<i>Chief Business Official</i>	<i>Date</i>

After public disclosure of the major provisions contained in this summary, the Governing Board took action to approve the proposed agreement and acknowledges that any budget revisions described above are necessary to meet the costs of the agreement.

<i>President (or Clerk), Governing Board</i>	<i>Date signed</i>	<i>Date of Board Action</i>

Public Disclosure of Collective Bargaining Agreement
In Accordance with AB 1200 (Statutes of 1991, Chapter 1213) and GC 3547.5 and 3540.2

Name of School District: Tracy Unified School District

Name of Bargaining/Represented Unit: CSEA

Certificated, Classified, Other: Classified

The proposed agreement covers the period beginning: July 1, 2024 and ending June 30, 2026
(date) (date)

The Governing Board will act upon this agreement on: February 11, 2025
(date)

A. Proposed Change in Compensation

Compensation	Annual Cost Prior to Proposed Agreement 2024-25	Fiscal Impact of Proposed Agreement (All Funds) Complete years 2 and 3 for multi-year agreements only.		
		Year 1 Increase/(Decrease) 2024-25	Year 2 Increase/(Decrease) 2025-26	Year 3 Increase/(Decrease) 2026-27
1 Salary Schedule Ongoing Increase (Decrease)	\$ 40,358,773	\$ 1,614,351	\$ -	\$ -
	On-going year-over-year change	4.00%	0.00%	0.00%
2 Other Compensation - Increase (Decrease) (Stipends, Bonuses, Overtime, etc.)-One time	\$ -	\$ -	\$ -	\$ -
	Description			
3 Statutory Benefits - STRS, PERS, FICA, WC, UI, Medicare etc.	\$ 13,694,053	\$ 360,719	\$ -	\$ -
4 Health/Welfare Benefits	\$ 4,365,557	\$ 600,000		
5 Total Compensation - Increase (Decrease) (Total Lines 1-4)	\$ 58,418,383	\$ 2,575,070	\$ -	\$ -
6 Total Number of Represented Employees (Use FTEs if appropriate)	623.90			
7 Total Compensation <u>Average</u> Cost per Employee	\$ 93,634	\$ 4,127	\$ -	\$ -
	Year-over-year change	4.41%	0.00%	0.00%

If the agreement increases or decreases costs, a multiyear projection must be attached.

Public Disclosure of Collective Bargaining Agreement

Name of Bargaining/Represented Unit: CSEA

B. SUMMARY

FISCAL EFFECTS

CHANGES TO COMPENSATION (SALARIES AND BENEFITS)

A percentage increase to the 2024-25 salary schedule of 4.00%, retroactive to July 1, 2024. Additional \$1,000 on Health CAP. This agreement results in an automatic "me too" for TSMA.

OTHER FISCAL EFFECTS

Not Applicable

FUNDING SOURCES

The on-going increase of 4.00% and \$1,000 increase to the Health CAP will be funded with unrestricted general fund dollars for a total compensation of \$2,515,063. Total compensation of other funds is \$60,007. 2025/26 additional day to TEA contract will be paid from the unrestricted general fund.

OTHER CHANGES

None.

CERTIFICATION

In accordance with Government Code Section 3547.5(b), I hereby certify that the costs incurred by the school district under this agreement can be met by the district during the agreement's term. The budget revisions necessary to meet the costs of the agreement are described above. (Must be signed in the copy presented to the board)

District Superintendent

Date

Chief Business Official

Date

After public disclosure of the major provisions contained in this summary, the Governing Board took action to approve the proposed agreement and acknowledges that any budget revisions described above are necessary to meet the costs of the agreement.

President (or Clerk), Governing Board

Date signed

Date of Board Action

Public Disclosure of Collective Bargaining Agreement
In Accordance with AB 1200 (Statutes of 1991, Chapter 1213) and GC 3547.5 and 3540.2

Name of School District: Tracy Unified School District

Name of Bargaining/Represented Unit: TSMA

Certificated, Classified, Other: Other

The proposed agreement covers the period beginning: July 1, 2024 and ending June 30, 2026
(date) (date)

The Governing Board will act upon this agreement on: February 11, 2025
(date)

A. Proposed Change in Compensation

Compensation	Annual Cost Prior to Proposed Agreement 2024-25	Fiscal Impact of Proposed Agreement (All Funds) Complete years 2 and 3 for multi-year agreements only.		
		Year 1 Increase/(Decrease) 2024-25	Year 2 Increase/(Decrease) 2025-26	Year 3 Increase/(Decrease) 2026-27
1 Salary Schedule Ongoing Increase (Decrease)	\$ 10,862,409	\$ 434,496	\$ -	\$ -
	On-going year-over-year change	4.00%	0.00%	0.00%
2 Other Compensation - Increase (Decrease) (Stipends, Bonuses, Overtime, etc.)-One time	\$ -	\$ -	\$ -	\$ -
	Description			
3 Statutory Benefits - STRS, PERS, FICA, WC, UI, Medicare etc.	\$ 3,241,553	\$ 97,086	\$ -	\$ -
4 Health/Welfare Benefits	\$ 1,000,453	\$ 158,000		
5 Total Compensation - Increase (Decrease) (Total Lines 1-4)	\$ 15,104,415	\$ 689,582	\$ -	\$ -
6 Total Number of Represented Employees (Use FTEs if appropriate)	158.80			
7 Total Compensation <u>Average</u> Cost per Employee	\$ 95,116	\$ 4,342	\$ -	\$ -
	Year-over-year change	4.57%	0.00%	0.00%

If the agreement increases or decreases costs, a multiyear projection must be attached.

Public Disclosure of Collective Bargaining Agreement

Name of Bargaining/Represented Unit: T SMA

B. SUMMARY

FISCAL EFFECTS

CHANGES TO COMPENSATION (SALARIES AND BENEFITS)

A percentage increase to the 2024-25 salary schedule of 4.00%, retroactive to July 1, 2024. Additional \$1,000 on Health CAP. This agreement results in an automatic "me too" for T SMA.

OTHER FISCAL EFFECTS

Not Applicable

FUNDING SOURCES

The on-going increase of 4.00% and \$1,000 increase to the Health CAP will be funded with unrestricted general fund dollars for a total compensation of \$668,244. Total compensation of other funds is \$21,338. 2025/26 additional day to TEA contract will be paid from the unrestricted general fund.

OTHER CHANGES

None.

CERTIFICATION

In accordance with Government Code Section 3547.5(b), I hereby certify that the costs incurred by the school district under this agreement can be met by the district during the agreement's term. The budget revisions necessary to meet the costs of the agreement are described above. (Must be signed in the copy presented to the board)

<i>District Superintendent</i>	<i>Date</i>	<i>Chief Business Official</i>	<i>Date</i>

After public disclosure of the major provisions contained in this summary, the Governing Board took action to approve the proposed agreement and acknowledges that any budget revisions described above are necessary to meet the costs of the agreement.

<i>President (or Clerk), Governing Board</i>	<i>Date signed</i>	<i>Date of Board Action</i>

C. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Enter Bargaining Unit:	Unrestricted General Fund			
	Column 1 Latest Budget submitted to COE (Orig. Adopted, 1st Interim, or 2nd Interim) As of 10/31/2024	Column 2 Adjustments as a Result of Settlement (include revisions for cost of settlement and other revisions necessary to fund settlement)	Column 3 Other Revisions since budget in column 1 unrelated to settlement	Column 4 Total Current Budget (Columns 1+2+3)
REVENUES				
LCFF Sources (8010-8099)	\$ 190,971,164	\$ -	\$ -	\$ 190,971,164
Remaining Revenues (8100-8799)	\$ 10,968,450	\$ -	\$ -	\$ 10,968,450
TOTAL REVENUES	\$ 201,939,614	\$ -	\$ -	\$ 201,939,614
EXPENDITURES				
Certificated Salaries (1000-1999)	\$ 71,783,806	\$ 3,621,545	\$ -	\$ 75,405,351
Classified Salaries (2000-2999)	\$ 27,187,876	\$ 1,567,617	\$ -	\$ 28,755,493
Employee Benefits (3000-3999)	\$ 35,172,924	\$ 2,826,724	\$ -	\$ 37,999,648
Books & Supplies (4000-4999)	\$ 12,141,228	\$ -	\$ -	\$ 12,141,228
Services & Operating Expenses (5000-5999)	\$ 16,313,403	\$ -	\$ -	\$ 16,313,403
Capital Outlay (6000-6999)	\$ 1,074,459	\$ -	\$ -	\$ 1,074,459
Other Outgo (7100-7299) (7400- 7499)	\$ 2,577,594	\$ -	\$ -	\$ 2,577,594
Direct support/Indirect Costs (7300- 7399)	\$ (1,314,638)	\$ -	\$ -	\$ (1,314,638)
TOTAL EXPENDITURES	\$ 164,936,653	\$ 8,015,886	\$ -	\$ 172,952,539
OPERATING SURPLUS (DEFICIT)	\$ 37,002,961	\$ (8,015,886)	\$ -	\$ 28,987,075
Transfers In and Other Sources (8910-8979)	\$ -	\$ -	\$ -	\$ -
Transfers Out and Other Uses (7610- 7699)	\$ -	\$ -	\$ -	\$ -
Contributions (8980-8999)	\$ (34,196,556)	\$ -	\$ -	\$ (34,196,556)
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	\$ 2,806,405	\$ (8,015,886)	\$ -	\$ (5,209,481)
BEGINNING BALANCE (9791)	\$ 51,249,328			\$ 51,249,328
Audit Adjustments/Restatements (9793 & 9795)	\$ -			\$ -
CURRENT-YEAR ENDING BALANCE	\$ 54,055,733	\$ (8,015,886)	\$ -	\$ 46,039,847
COMPONENTS OF ENDING BALANCE:				
Restricted and Nonspendable (9711-9740)	\$ 358,420	\$ -	\$ -	\$ 358,420
Committed Amounts (9750-9760)	\$ 28,047,517	\$ -	\$ -	\$ 28,047,517
Reserve for Economic Uncertainties (9789)	\$ 7,694,939	\$ -	\$ -	\$ 7,694,939
Other Assignments (9780)	\$ 17,954,857	\$ (8,015,886)	\$ -	\$ 9,938,971
Unassigned/Unappropriated (9790)	\$ (0)	\$ -	\$ -	\$ (0)

C. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Restricted General Fund

Enter Bargaining Unit:

Combined

	Column 1 Latest Budget submitted to COE (Orig. Adopted, 1st Interim, or 2nd Interim) As of 10/31/2024	Column 2 Adjustments as a Result of Settlement (include revisions for cost of settlement and other revisions necessary to fund settlement)	Column 3 Other Revisions since budget in column 1 unrelated to settlement	Column 4 Total Current Budget (Columns 1+2+3)
REVENUES				
LCFF Sources (8010-8099)	\$ -	\$ -	\$ -	\$ -
Remaining Revenues (8100-8799)	\$ 28,681,493	\$ -	\$ -	\$ 28,681,493
TOTAL REVENUES	\$ 28,681,493	\$ -	\$ -	\$ 28,681,493
EXPENDITURES				
Certificated Salaries (1000-1999)	\$ 18,754,820	\$ -	\$ -	\$ 18,754,820
Classified Salaries (2000-2999)	\$ 12,002,544	\$ -	\$ -	\$ 12,002,544
Employee Benefits (3000-3999)	\$ 16,050,598	\$ -	\$ -	\$ 16,050,598
Books & Supplies (4000-4999)	\$ 23,083,084	\$ -	\$ -	\$ 23,083,084
Services & Operating Expenses (5000-5999)	\$ 11,918,275	\$ -	\$ -	\$ 11,918,275
Capital Outlay (6000-6999)	\$ 495,327	\$ -	\$ -	\$ 495,327
Other Outgo (7100-7299) (7400- 7499)	\$ 377,141	\$ -	\$ -	\$ 377,141
Direct support/Indirect Costs (7300- 7399)	\$ 863,640	\$ -	\$ -	\$ 863,640
TOTAL EXPENDITURES	\$ 83,545,427	\$ -	\$ -	\$ 83,545,427
OPERATING SURPLUS (DEFICIT)	\$ (54,863,935)	\$ -	\$ -	\$ (54,863,935)
Transfers In and Other Sources (8910-8979)	\$ -	\$ -	\$ -	\$ -
Transfers Out and Other Uses (7610- 7699)	\$ -	\$ -	\$ -	\$ -
Contributions (8980-8999)	\$ 34,196,556	\$ -	\$ -	\$ 34,196,556
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	\$ (20,667,378)	\$ -	\$ -	\$ (20,667,378)
BEGINNING BALANCE (9791)	\$ 41,869,470			\$ 41,869,470
Audit Adjustments/Restatements (9793 & 9795)	\$ -			\$ -
CURRENT-YEAR ENDING BALANCE	\$ 21,202,092	\$ -	\$ -	\$ 21,202,092
COMPONENTS OF ENDING BALANCE:				
Restricted and Nonspendable (9711-9740)	\$ 21,202,092	\$ -	\$ -	\$ 21,202,092
Committed Amounts (9750-9760)	\$ -	\$ -	\$ -	\$ -
Reserved for Economic Uncertainties (9789)	\$ -	\$ -	\$ -	\$ -
Other Assignments (9780)	\$ -	\$ -	\$ -	\$ -
Unassigned/Unappropriated (9790)	\$ (0)	\$ -	\$ -	\$ (0)

C. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Enter Bargaining Unit:		Combined General Fund		
		Combined		
	Column 1 Latest Budget submitted to COE (Orig. Adopted, 1st Interim, or 2nd Interim) As of 10/31/2024	Column 2 Adjustments as a Result of Settlement (include revisions for cost of settlement and other revisions necessary to fund settlement)	Column 3 Other Revisions since budget in column 1 unrelated to settlement	Column 4 Total Current Budget (Columns 1+2+3)
REVENUES				
LCFF Sources (8010-8099)	\$ 190,971,164	\$ -	\$ -	\$ 190,971,164
Remaining Revenues (8100-8799)	\$ 39,649,943	\$ -	\$ -	\$ 39,649,943
TOTAL REVENUES	\$ 230,621,107	\$ -	\$ -	\$ 230,621,107
EXPENDITURES				
Certificated Salaries (1000-1999)	\$ 90,538,626	\$ 3,621,545	\$ -	\$ 94,160,171
Classified Salaries (2000-2999)	\$ 39,190,419	\$ 1,567,617	\$ -	\$ 40,758,036
Employee Benefits (3000-3999)	\$ 51,223,522	\$ 2,826,724	\$ -	\$ 54,050,246
Books & Supplies (4000-4999)	\$ 35,224,311	\$ -	\$ -	\$ 35,224,311
Services & Operating Expenses (5000-5999)	\$ 28,231,679	\$ -	\$ -	\$ 28,231,679
Capital Outlay (6000-6999)	\$ 1,569,786	\$ -	\$ -	\$ 1,569,786
Other Outgo (7100-7299) (7400- 7499)	\$ 2,954,735	\$ -	\$ -	\$ 2,954,735
Direct support/Indirect Costs (7300- 7399)	\$ (450,998)	\$ -	\$ -	\$ (450,998)
TOTAL EXPENDITURES	\$ 248,482,080	\$ 8,015,886	\$ -	\$ 256,497,966
OPERATING SURPLUS (DEFICIT)	\$ (17,860,973)	\$ (8,015,886)	\$ -	\$ (25,876,859)
Transfers In and Other Sources (8910-8979)	\$ -	\$ -	\$ -	\$ -
Transfers Out and Other Uses (7610- 7699)	\$ -	\$ -	\$ -	\$ -
Contributions (8980-8999)	\$ -	\$ -	\$ -	\$ -
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	\$ (17,860,973)	\$ (8,015,886)	\$ -	\$ (25,876,859)
BEGINNING BALANCE (9791)	\$ 93,118,798			\$ 93,118,798
Audit Adjustments/Restatements (9793 & 9795)	\$ -			\$ -
CURRENT-YEAR ENDING BALANCE	\$ 75,257,825	\$ (8,015,886)	\$ -	\$ 67,241,939
COMPONENTS OF ENDING BALANCE:				
Restricted and Nonspendable (9711-9740)	\$ 21,560,512	\$ -	\$ -	\$ 21,560,512
Committed Amounts (9750-9760)	\$ 28,047,517	\$ -	\$ -	\$ 28,047,517
Reserve for Economic Uncertainties (9789)	\$ 7,694,939	\$ -	\$ -	\$ 7,694,939
Other Assignments (9780)	\$ 17,954,857	\$ (8,015,886)	\$ -	\$ 9,938,971
Unassigned/Unappropriated (9790)	\$ (0)	\$ -	\$ -	\$ (0)

D. IMPACT OF PROPOSED AGREEMENT ON SUBSEQUENT YEARS

Unrestricted General Fund

Enter Bargaining Unit:

Combined

Fiscal Year	Column A Current Year Budget After Settlement 2024-25	Column B Change from Current Year to First Subsequent	Column C First Subsequent Year After Settlement 2025-26	Column D Change from First Subsequent to Second Subsequent	Column E Second Subsequent Year After Settlement 2026-27
REVENUES					
LCFF Sources (8010-8099)	\$ 190,971,164	\$ 13,915,042	\$ 204,886,206	\$ 4,515,386	\$ 209,401,592
Remaining Revenues (8100-8799)	\$ 10,968,450	\$ 25,686	\$ 10,994,136	\$ (12,595)	\$ 10,981,540
TOTAL REVENUES	\$ 201,939,614	\$ 13,940,728	\$ 215,880,342	\$ 4,502,791	\$ 220,383,132
EXPENDITURES					
Certificated Salaries (1000-1999)	\$ 75,405,351	\$ 2,371,616	\$ 77,776,968	\$ 775,743	\$ 78,552,710
Classified Salaries (2000-2999)	\$ 28,755,493	\$ 718,370	\$ 29,473,863	\$ 442,108	\$ 29,915,971
Employee Benefits (3000-3999)	\$ 37,999,648	\$ 789,434	\$ 38,789,082	\$ 337,997	\$ 39,127,078
Books & Supplies (4000-4999)	\$ 12,141,228	\$ (1,294,209)	\$ 10,847,019	\$ (0)	\$ 10,847,019
Services & Operating Expenses	\$ 16,313,403	\$ (574,353)	\$ 15,739,050	\$ -	\$ 15,739,050
Capital Outlay (6000-6999)	\$ 1,074,459	\$ (262,538)	\$ 811,922	\$ 0	\$ 811,922
Other Outgo (7100-7299) (7400-	\$ 2,577,594	\$ 145,471	\$ 2,723,065	\$ 82,288	\$ 2,805,353
Direct support/Indirect Costs (7300-	\$ (1,314,638)	\$ -	\$ (1,314,638)	\$ -	\$ (1,314,638)
TOTAL EXPENDITURES	\$ 172,952,539	\$ 1,893,792	\$ 174,846,330	\$ 1,638,136	\$ 176,484,466
OPERATING SURPLUS (DEFICIT)					
Transfers In and Other Sources	\$ -	\$ -	\$ -	\$ -	\$ -
Transfers Out and Other Uses (7610-	\$ -	\$ -	\$ -	\$ -	\$ -
Contributions (8960-8999)	\$ (34,196,556)	\$ (420,558)	\$ (34,617,115)	\$ -	\$ (35,010,591)
CURRENT YEAR INCREASE	\$ (5,209,481)	\$ 11,626,377	\$ 6,416,896	\$ 2,471,179	\$ 8,888,076
BEGINNING BALANCE (9791)					
Audit Adjustments/Restatements	\$ -	\$ -	\$ -	\$ -	\$ -
CURRENT-YEAR ENDING BALANCE	\$ 46,039,847	\$ 6,416,896	\$ 52,456,743	\$ 8,888,076	\$ 61,344,819
COMPONENTS OF ENDING BALANCE:					
(9711-9740)	\$ 358,420	\$ -	\$ 358,420	\$ -	\$ 358,420
Committed Amounts (9750-9760)	\$ 28,047,517	\$ 411,889	\$ 28,459,406	\$ 8,686,165	\$ 37,145,571
Reserve for Economic Uncertainties	\$ 7,694,939	\$ (603,264)	\$ 7,091,675	\$ 60,603	\$ 7,152,278
Other Assignments (9780)	\$ 9,938,971	\$ 6,608,271	\$ 16,547,242	\$ 141,308	\$ 16,688,550
Unassigned/Unappropriated (9790)	\$ (0)	\$ 0	\$ 0	\$ (0)	\$ (0)

D. IMPACT OF PROPOSED AGREEMENT ON SUBSEQUENT YEARS

Restricted General Fund

Enter Bargaining Unit: Fiscal Year	Combined				
	Column A Current Year Budget After Settlement 2024-25	Column B Change from Current Year to First Subsequent	Column C First Subsequent Year After Settlement 2025-26	Column D Change from First Subsequent to Second Subsequent	Column E Second Subsequent Year After Settlement 2026-27
REVENUES					
LCFF Sources (8010-8099)	\$ -	\$ -	\$ -	\$ -	\$ -
Remaining Revenues (8100-8799)	\$ 28,681,493	\$ (1,755,765)	\$ 26,925,728	\$ (11,503)	\$ 26,914,225
TOTAL REVENUES	\$ 28,681,493	\$ (1,755,765)	\$ 26,925,728	\$ (11,503)	\$ 26,914,225
EXPENDITURES					
Certificated Salaries (1000-1999)	\$ 18,754,820	\$ 281,322	\$ 19,036,142	\$ 285,542	\$ 19,321,684
Classified Salaries (2000-2999)	\$ 12,002,544	\$ 180,038	\$ 12,182,582	\$ 174,421	\$ 12,357,003
Employee Benefits (3000-3999)	\$ 16,050,598	\$ 195,204	\$ 16,245,802	\$ 177,481	\$ 16,423,283
Books & Supplies (4000-4999)	\$ 23,083,084	\$ (15,663,824)	\$ 7,419,260	\$ (255,471)	\$ 7,163,789
Services & Operating Expenses (5000-5999)	\$ 11,918,275	\$ (6,500,000)	\$ 5,418,275	\$ -	\$ 5,418,275
Capital Outlay (6000-6999)	\$ 495,327	\$ (495,327)	\$ -	\$ -	\$ -
Other Outgo (7100-7299) (7400- 7499)	\$ 377,141	\$ -	\$ 377,141	\$ -	\$ 377,141
Direct support/Indirect Costs (7300- 7399)	\$ 863,640	\$ -	\$ 863,640	\$ -	\$ 863,640
TOTAL EXPENDITURES	\$ 83,545,427	\$ (22,002,586)	\$ 61,542,842	\$ 381,973	\$ 61,924,815
OPERATING SURPLUS (DEFICIT)	\$ (54,863,935)	\$ 20,246,821	\$ (34,617,114)	\$ (393,476)	\$ (35,010,590)
Transfers In and Other Sources (8910-8979)	\$ -	\$ -	\$ -	\$ -	\$ -
Transfers Out and Other Uses (7610- 7699)	\$ -	\$ -	\$ -	\$ -	\$ -
Contributions (8980-8999)	\$ 34,196,556	\$ 420,558	\$ 34,617,114	\$ 393,476	\$ 35,010,590
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	\$ (20,667,378)	\$ 20,667,379	\$ 0	\$ -	\$ 0
BEGINNING BALANCE (9791)	\$ 41,869,470	\$ (20,667,378)	\$ 21,202,092	\$ 0	\$ 21,202,092
Audit Adjustments/Restatements (9793 & 9795)	\$ -	\$ -	\$ -	\$ -	\$ -
CURRENT-YEAR ENDING BALANCE	\$ 21,202,092	\$ 0	\$ 21,202,092	\$ 0	\$ 21,202,092
COMPONENTS OF ENDING BALANCE:					
Restricted and Nonspendable (9711-9740)	\$ 21,202,092	\$ -	\$ 21,202,092	\$ -	\$ 21,202,092
Committed Amounts (9750-9760)	\$ -	\$ -	\$ -	\$ -	\$ -
Reserve for Economic Uncertainties (9789)	\$ -	\$ -	\$ -	\$ -	\$ -
Other Assignments (9780)	\$ -	\$ -	\$ -	\$ -	\$ -
Unassigned/Unappropriated (9790)	\$ (0)	\$ 0	\$ (0)	\$ 0	\$ 0

D. IMPACT OF PROPOSED AGREEMENT ON SUBSEQUENT YEARS

Combined General Fund

Enter Bargaining Unit:		Combined			
	Column A Current Year Budget After Settlement	Column B Change from Current Year to First Subsequent	Column C First Subsequent Year After Settlement	Column D Change from First Subsequent to Second Subsequent	Column E Second Subsequent Year After Settlement
Fiscal Year	2024-25		2025-26		2026-27
REVENUES					
LCFF Sources (8010-8099)	\$ 190,971,164	\$ 13,915,042	\$ 204,886,206	\$ 4,515,386	\$ 209,401,592
Remaining Revenues (8100-8799)	\$ 39,649,943	\$ (1,730,079)	\$ 37,919,864	\$ (24,098)	\$ 37,895,765
TOTAL REVENUES	\$ 230,621,107	\$ 12,184,963	\$ 242,806,070	\$ 4,491,288	\$ 247,297,357
EXPENDITURES					
Certificated Salaries (1000-1999)	\$ 94,160,171	\$ 2,652,938	\$ 96,813,109	\$ 1,061,285	\$ 97,874,394
Classified Salaries (2000-2999)	\$ 40,758,036	\$ 898,408	\$ 41,656,445	\$ 616,529	\$ 42,272,974
Employee Benefits (3000-3999)	\$ 54,050,246	\$ 984,638	\$ 55,034,884	\$ 515,478	\$ 55,550,361
Books & Supplies (4000-4999)	\$ 35,224,311	\$ (16,958,032)	\$ 18,266,279	\$ (255,471)	\$ 18,010,808
Services & Operating Expenses (5000-5999)	\$ 28,231,879	\$ (7,074,353)	\$ 21,157,326	\$ -	\$ 21,157,326
Capital Outlay (6000-6999)	\$ 1,569,786	\$ (757,864)	\$ 811,922	\$ 0	\$ 811,922
Other Outgo (7100-7299) (7400-7499)	\$ 2,954,735	\$ 145,471	\$ 3,100,206	\$ 82,288	\$ 3,182,494
Direct support/Indirect Costs (7300-7399)	\$ (450,998)	\$ -	\$ (450,998)	\$ -	\$ (450,998)
TOTAL EXPENDITURES	\$ 256,497,966	\$ (20,108,794)	\$ 236,389,172	\$ 2,020,109	\$ 238,409,281
OPERATING SURPLUS (DEFICIT)	\$ (25,876,859)	\$ 32,293,757	\$ 6,416,898	\$ 2,471,179	\$ 8,888,077
Transfers In and Other Sources (8910-8979)	\$ -	\$ -	\$ -	\$ -	\$ -
Transfers Out and Other Uses (7610-7699)	\$ -	\$ -	\$ -	\$ -	\$ -
Contributions (8980-8999)	\$ -	\$ (1)	\$ (1)	\$ 393,476	\$ (1)
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	\$ (25,876,859)	\$ 32,293,756	\$ 6,416,897	\$ 2,471,179	\$ 8,888,076
BEGINNING BALANCE (9791)	\$ 93,118,798	\$ (25,876,859)	\$ 67,241,939	\$ 6,416,897	\$ 73,658,835
Audit Adjustments/Restatements (9793 & 9795)	\$ -	\$ -	\$ -	\$ -	\$ -
CURRENT-YEAR ENDING BALANCE	\$ 67,241,939	\$ 6,416,897	\$ 73,658,835	\$ 8,888,076	\$ 82,546,911
COMPONENTS OF ENDING BALANCE:					
Restricted and Nonspendable (9711-9740)	\$ 21,560,512	\$ -	\$ 21,560,512	\$ -	\$ 21,560,512
Committed Amounts (9750-9760)	\$ 28,047,517	\$ 411,889	\$ 28,459,406	\$ 8,686,165	\$ 37,145,571
Reserve for Economic Uncertainties (9789)	\$ 7,694,939	\$ (603,264)	\$ 7,091,675	\$ 60,603	\$ 7,152,278
Other Assignments (9780)	\$ 9,938,971	\$ 6,608,271	\$ 16,547,242	\$ 141,308	\$ 16,688,550
Unassigned/Unappropriated (9790)	\$ (0)	\$ 1	\$ 0	\$ (0)	\$ 0



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Educational Services
DATE: January 30, 2025
SUBJECT: Adopt Revised Board Policy 6146.1 High School Graduation Requirements/
Standards of Proficiency (First Reading)

BACKGROUND: Existing Board Policies related to High School Graduation Requirements/
Standards of Proficiency are no longer current.

RATIONALE: The Tracy Unified School District (TUSD) needs to review, revise, and update
current Board Policy 6146.1 High School Graduation Requirements/Standards of Proficiency, to
reflect updated language.

FUNDING: There is no cost to the District.

RECOMMENDATION: Adopt Revised Board Policy 6146.1 High School Graduation
Requirements/Standards of Proficiency (First Reading).

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

**HIGH SCHOOL GRADUATION REQUIREMENTS/
STANDARDS OF PROFICIENCY**

The Governing Board desires to prepare all students to successfully complete the high school course of study and obtain a diploma that represents their educational achievement and increases their opportunities for postsecondary education and employment.

District students shall complete graduation course requirements as specified in Education Code 51225.3. Unless exempted as provided in "Exemptions from District-Adopted Graduation Requirements," district students shall also complete other course requirements adopted by the Board. Students who are exempted from district-adopted graduation requirements shall be eligible to participate in any graduation ceremony and school activity related to graduation in which other students are eligible to participate.

Graduation Requirements from Tracy’s Comprehensive High Schools

A student must complete 220 credits and will normally carry a minimum of thirty credits each semester while in school. Passing the California High School Exit Exam is required for graduation. Students must complete the total number of credits in each of the areas listed below:

English	40 credits
Social Studies	30 credits
Science	30 credits
Math	20 credits
Fine Arts or World Language	10 credits
Physical Education	20 credits
Required Course Total	150 credits
Elective Courses	70 credits
TOTAL	220 credits

For high school students graduating in 2025 and after, three years of science is to include one course in biology, one course in chemistry or physics, and one other science course.

All students must take and pass at least two years of math while enrolled in high school and one of the two classes must be Algebra I. This requirement may be completed prior to grade 9. Education Code 51224.5 clarifies that completion of algebra coursework prior to grade 9 may satisfy the algebra coursework requirement but does not exempt a student from the requirement to take at least two years of mathematics in grades 9-12.

Successful completion of an approved computer science course that is classified as a "category C" course based on the University of California (UC) and California State University (CSU) "A-G" admission requirements shall be counted toward the satisfaction of additional graduation requirements in mathematics. (Education Code 51225.3, 51225.35)

HIGH SCHOOL GRADUATION REQUIREMENTS/ STANDARDS OF PROFICIENCY

Foreign exchange students may receive honorary diplomas pursuant to Education Code 51225.5.

Students shall not be required to have resided within the District for any minimum length of time as a condition of high school graduation (Ed Code 51411)

The Golden State Seal Merit Diploma shall be issued to eligible students who meet the criteria as set forth by the State Board of Education.

Exemptions from District-Adopted Graduation Requirements

In addition, a foster youth, student experiencing homelessness, former juvenile court school student, child of a military family, or migrant student who transfers into the district or between district schools any time after completing the second year of high school, or a newly arrived immigrant student who is in the third or fourth year of high school and is participating in a newcomer program, shall be exempted from any graduation requirements adopted by the Board that are in addition to statewide course requirements. This exemption shall not apply if the Superintendent or designee makes a finding that the student is reasonably able to complete the additional requirements in time to graduate by the end of the fourth year of high school.

Within 30 days of the transfer into a school by a foster youth, student experiencing homelessness, former juvenile court school student, child of a military family, migrant student, or a newly arrived immigrant student, or of the commencement of participation in a newcomer program, as applicable, the Superintendent or designee shall notify any eligible student, and others as required by law, of the availability of the exemption from local graduation requirements and whether the student qualifies for it. (Education Code 51225.1)

The Superintendent or designee shall not require or request a foster youth, student experiencing homelessness, former juvenile court school student, child of a military family, migrant student, or a newly arrived immigrant student participating in a newcomer program who is exempted from district-established graduation requirements and who completes the statewide coursework requirements before the end of the fourth year of high school, and would otherwise be entitled to remain in school, to graduate before the end of the student's fourth year of high school. (Education Code 51225.1)

If a foster youth, student experiencing homelessness, former juvenile court school student, child of a military family, migrant student, or a newly arrived immigrant student participating in a newcomer program was not properly notified of an exemption, declined the exemption, or was not previously exempted, the student or the person holding the right to make educational decisions for the student may request the exemption and the Superintendent or designee shall exempt the student within 30 days of the request. Any such student who at one time qualified for the exemption may request the exemption even if the student is no longer eligible. (Education Code 51225.1)

**HIGH SCHOOL GRADUATION REQUIREMENTS/
STANDARDS OF PROFICIENCY**

Annually, the Superintendent or designee shall report to the California Department of Education, in accordance with Education Code 51225.1, the number of student's graduating from the fourth or fifth year of high school who, for the prior school year, graduated with an exemption from district-established graduation requirements that are in addition to statewide coursework requirements.

Retroactive Diplomas

Any student who completed grade 12 in the 2003-04 through 2014-15 school year and met all applicable graduation requirements other than the passage of the high school exit examination shall be granted a high school diploma. (Education Code 51413)

In addition, the district may retroactively grant high school diplomas to former students who: (Education Code 48204.4, 51430, 51440)

1. Departed California against their will while in grade 12 and did not receive a diploma because the departure interrupted their education, provided that they were in good academic standing at the time of the departure

Persons may be considered to have departed California against their will if they were in custody of a government agency and were transferred to another state, were subject to a lawful order from a court or government agency that authorized their removal from California, were subject to a lawful order and were permitted to depart California before being removed from California pursuant to the lawful order, were removed or were permitted to depart voluntarily pursuant to the federal Immigration and Nationality Act, or departed due to other circumstances determined by the district that are consistent with the purposes of Education Code 48204.4.

In determining whether to award a diploma under these circumstances, the Superintendent or designee shall consider any coursework that may have been completed outside of the U.S. or through online or virtual courses.

2. Were interned by order of the federal government during World War II or are honorably discharged veterans of World War II, the Korean War, or the Vietnam War, provided that they were enrolled in a district high school immediately preceding the internment or military service and did not receive a diploma because their education was interrupted due to the internment or military service in those wars

Deceased former students who satisfy these conditions may be granted a retroactive diploma to be received by their next of kin.

3. Are veterans who entered the military service of the U.S. while in grade 12 and who had satisfactorily completed the first half of the work required for grade 12 in a district school

**HIGH SCHOOL GRADUATION REQUIREMENTS/
STANDARDS OF PROFICIENCY**

4. Were in their senior year of high school during the 2019-20 school year, were in good academic standing and on track to graduate at the end of the 2019-20 school year as of March 1, 2020, and were unable to complete the statewide graduation requirements as a result of the COVID-19 crisis

Honorary Diplomas

The Board may grant an honorary high school diploma to: (Education Code 51225.5)

1. An international exchange student who has not completed the course of study ordinarily required for graduation and who is returning to the student's home country following the completion of one academic school year in the district
2. A student who is terminally ill

The honorary diploma shall be clearly distinguishable from the regular diploma of graduation awarded by the district. (Education Code 51225.5)

Limitations:

1. Except where specified, courses which are repeated earn credit one time only. In the instance where a course is repeated, the second set of grades will be included on the student's permanent record.
2. A maximum of 40 credits from any work experience education may be credited toward graduation requirements. Students may be enrolled in no more than two (2) periods of outside work experience.
3. A maximum of 40 credits of physical education may be credited toward graduation requirements.
4. Units of credit earned at all other accredited schools and correspondence schools may be transferred. Units from correspondence schools must have prior approval of the student's counselor and administrator.
5. By arrangement, and with prior approval, certain units earned concurrently at other institutions may also be accepted toward graduation. ROP/ROC classes and centers are examples, and more information can be obtained from the counseling staff.
6. Units of credit earned on independent contract study or home teaching must have prior approval of the student's counselor and administrator.

**HIGH SCHOOL GRADUATION REQUIREMENTS/
STANDARDS OF PROFICIENCY**

7. Units of credit earned at non-accredited schools may be accepted provided there is substantial supportive evidence that the units earned conform to the Carnegie standard of earned credit.
8. Units of credit received through the Tracy Adult School must be earned concurrently and have prior approval of the student's counselor and the adult school administrator or designee to be applied toward graduation from high school.
9. Units of credit earned from an institution of higher learning; i.e., an accredited community college or a four (4) year college; may be considered for graduation only if the following criteria is met:
 - a. The student must be currently enrolled as a ninth grader, tenth grader, eleventh grader, or twelfth grader in high school during the time that the college classes are being taken.
 - b. The student must obtain prior written approval from the high school principal and the junior college/college involved in order for units of college credit to be applied toward high school graduation.
 - c. The student must be enrolled in at least four classes at high school during the semester he/she is concurrently enrolled.
 - d. ~~A maximum of twenty (20) units from the higher institution of learning may be credited toward graduation from high school.~~
 - e. Consideration for credit transfer will not be granted to former students, who left high school before graduation, or who are not age appropriate for reenrollment.

Early Graduation from Tracy's Comprehensive High Schools

American government, economics, and English IV courses shall be primarily limited to twelfth grade students and to students who are age appropriate for twelfth grade. Enrollment of eleventh grade students in Senior required courses will be based on space availability, student grades and attendance, and the ability of the student to graduate early.

Early graduation petitions must be submitted to the site administration by September 10th of the school year that the student intends to graduate. Special consideration can be given

to hardship cases after the September 10th deadline. The petition must be signed by the student, parent/legal guardian, counselor, and school principal, and must include:

TUSD Adopted: 06.12.07

TUSD Revised: 06.12.18, 06.11.24

**HIGH SCHOOL GRADUATION REQUIREMENTS/
STANDARDS OF PROFICIENCY**

1. The rationale for the request to graduate early
2. An action plan for completing the required course work for early graduation
3. A complete record of the student’s grades and credits earned to date
4. The attendance record for the student.

Once completed, the petition to graduate early must be submitted to Student Services for review, then to the Board of Trustees for final approval.

Students who graduate at the end of the first semester will not be allowed to participate in second semester Senior activities. The student will be allowed to participate in the graduation ceremonies and post-graduation activities, subject to the approval of the principal. Students, who graduate early, must be in good behavior standing in order to participate in the graduation ceremony and any post-graduation activities.

Standards of Proficiency

Graduation Requirements from George and Evelyn Stein Continuation High School

Students must earn 135 credits and complete all required subjects as outlined below. Credit requirements are:

Requirements

English	30 credits
Social Studies	30 credits
Science	20 credits
Math (including Algebra I or equivalent)	20 credits
Visual/Performing Arts or World Language	10 credits
Physical Education	N/A
Electives (Portfolio)	25 credits
Total	135 credits

For high school students graduating in 2025 and after, three years of science is to include one course in biology, one course in chemistry, and one other science course.

Legal Reference:

EDUCATION CODE

State	Description
5 CCR 1600-1651	Graduation of students from grade 12 and credit toward

TUSD Adopted: 06.12.07

TUSD Revised: 06.12.18, 06.11.24

HIGH SCHOOL GRADUATION REQUIREMENTS/ STANDARDS OF PROFICIENCY

5 CCR 4600-4670	<u>graduation</u>
Ed. Code 220	<u>Uniform complaint procedures</u>
Ed. Code 47612	<u>Prohibition of discrimination</u>
Ed. Code 48200	<u>Average daily attendance in charter school</u>
Ed. Code 48204.4	<u>Compulsory attendance</u>
Ed. Code 48412	<u>Parents/guardians departing California against their will</u>
Ed. Code 48430	<u>Certificate of proficiency</u>
Ed. Code 48645.5	<u>Continuation education schools and classes</u>
Ed. Code 48980	<u>Former juvenile court school students: enrollment</u>
Ed. Code 49701	<u>Parent Guardian notifications</u>
	<u>Provisions of the Interstate Compact on Educational</u>
	<u>Opportunities for Military Children</u>
Ed. Code 51224	<u>Skills and knowledge required for adult life</u>
Ed. Code 51224.5	<u>Algebra in course of study for grades 7-12</u>
Ed. Code 51225.1	<u>Exemption from district graduation requirements</u>
Ed. Code 51225.2	<u>Course credits</u>
Ed. Code 51225.3	<u>High school graduation requirements</u>
Ed. Code 51225.31	<u>Graduation exemption for students with disabilities</u>
Ed. Code 51225.35	<u>Mathematics course requirements: computer science</u>
Ed. Code 51225.36	<u>Instruction in sexual harassment and violence: districts that</u>
	<u>require health education for graduation</u>
Ed. Code 51225.5	<u>Honorary diplomas: foreign exchange and terminally ill</u>
	<u>students</u>
Ed. Code 51225.6	<u>Instruction in cardiopulmonary resuscitation: districts that</u>
	<u>require health education for graduation</u>
Ed. Code 51225.9	<u>Courses of study, grades 7 to 12: career technical education</u>
Ed. Code 51226.7	<u>Model curriculum in ethnic studies</u>
Ed. Code 51228	<u>Course of study: offerings and timely opportunity</u>
Ed. Code 51230	<u>Credit for community emergency response training</u>
Ed. Code 51240-51246	<u>Exemptions from requirements</u>
Ed. Code 51250-51251	<u>Assistance to military dependents</u>
Ed. Code 51410-51413	<u>Diplomas</u>
Ed. Code 51420-51427	<u>High school equivalency certificates</u>
Ed. Code 51430	<u>Retroactive high school diplomas</u>
Ed. Code 51440	<u>Credit and granting of diploma to veterans and members of the</u>
	<u>military service</u>
Ed. Code 51450-51455	<u>Golden State Seal Merit Diploma</u>
Ed. Code 51744-51749.6	<u>Independent study</u>
Ed. Code 56390-56392	<u>Recognition for educational achievement: special education</u>
Ed. Code 60640	<u>California Assessment of Student Performance and Progress</u>
Ed. Code 66204	<u>Certification of high school courses as meeting university</u>
	<u>admission criteria</u>
Ed. Code 67386	<u>Student safety: affirmative consent standard</u>
Management Resources	Description
Court Decision	O'Connell v. Superior Court (Valenzuela) (2006) 141
	Cal.App.4th 1452

TUSD Adopted: 06.12.07

TUSD Revised: 06.12.18, 06.11.24

**HIGH SCHOOL GRADUATION REQUIREMENTS/
STANDARDS OF PROFICIENCY**

Website	<u>CSBA District and County Office of Education Legal Services</u>
Website	<u>California Department of Education, High School</u>
Website	<u>University of California, List of Approved A-G Courses</u>
Website	<u>CSBA</u>

Cross References

Code	Description
0460	<u>Local Control And Accountability Plan</u>
0460	<u>Local Control And Accountability Plan</u>
0470	<u>COVID-19 Mitigation Plan</u>
1312.3	<u>Uniform Complaint Procedures</u>
1312.3	<u>Uniform Complaint Procedures</u>
1312.3-E(1)	<u>Uniform Complaint Procedures</u>
1312.3-E(2)	<u>Uniform Complaint Procedures</u>
4112.2	<u>Certification</u>
4112.2	<u>Certification</u>
5113.2	<u>Work Permits</u>
5113.2	<u>Work Permits</u>
5126	<u>Awards For Achievement</u>
5126	<u>Awards For Achievement</u>
5127	<u>Graduation Ceremonies And Activities</u>
5145.6	<u>Parent/Guardian Notifications</u>
5145.6-E(1)	<u>Parent/Guardian Notifications</u>
5147	<u>Dropout Prevention</u>
6000	<u>Concepts And Roles</u>
6011	<u>Academic Standards</u>
6141	<u>Curriculum Development And Evaluation</u>
6141	<u>Curriculum Development And Evaluation</u>
6142.1	<u>Sexual Health And HIV/AIDS Prevention Instruction</u>
6142.1	<u>Sexual Health And HIV/AIDS Prevention Instruction</u>
6142.2	<u>World Language Instruction</u>
6142.2	<u>World Language Instruction</u>
6142.3	<u>Civic Education</u>
6142.4	<u>Service Learning/Community Service Classes</u>
6142.6	<u>Visual And Performing Arts Education</u>
6142.7	<u>Physical Education And Activity</u>
6142.7	<u>Physical Education And Activity</u>
6142.8	<u>Comprehensive Health Education</u>
6142.8	<u>Comprehensive Health Education</u>
6142.91	<u>Reading Language Arts Instruction</u>
6142.92	<u>Mathematics Instruction</u>
6142.93	<u>Science Instruction</u>
6142.94	<u>History-Social Science Instruction</u>
6143	<u>Courses Of Study</u>
6143	<u>Courses Of Study</u>
6145	<u>Extracurricular And Cocurricular Activities</u>

TUSD Adopted: 06.12.07

TUSD Revised: 06.12.18, 06.11.24

**HIGH SCHOOL GRADUATION REQUIREMENTS/
STANDARDS OF PROFICIENCY**

6145	<u>Extracurricular And Cocurricular Activities</u>
6145.2	<u>Athletic Competition</u>
6145.2	<u>Athletic Competition</u>
6145.6	<u>International Exchange</u>
6145.6	<u>International Exchange</u>
6146.11	<u>Alternative Credits Toward Graduation</u>
6146.11	<u>Alternative Credits Toward Graduation</u>
6146.2	<u>Certificate Of Proficiency/High School Equivalency</u>
6146.2	<u>Certificate Of Proficiency/High School Equivalency</u>
6146.2-E(1)	<u>Certificate Of Proficiency/High School Equivalency</u>
6146.3	<u>Reciprocity Of Academic Credit</u>
6146.3	<u>Reciprocity Of Academic Credit</u>
6146.4	<u>Differential Graduation And Competency Standards For Students With Disabilities</u>
6151	<u>Class Size</u>
6152.1	<u>Placement In Mathematics Courses</u>
6152.1	<u>Placement In Mathematics Courses</u>
6155	<u>Challenging Courses By Examination</u>
6155	<u>Challenging Courses By Examination</u>
6158	<u>Independent Study</u>
6158	<u>Independent Study</u>
6159	<u>Individualized Education Program</u>
6159	<u>Individualized Education Program</u>
6159.2	<u>Nonpublic, Nonsectarian School And Agency Services For Special Education</u>
6159.2	<u>Nonpublic, Nonsectarian School And Agency Services For Special Education</u>
6161.1	<u>Selection And Evaluation Of Instructional Materials</u>
6161.1	<u>Selection And Evaluation Of Instructional Materials</u>
6161.1-E(1)	<u>Selection And Evaluation Of Instructional Materials</u>
6162.5	<u>Student Assessment</u>
6172.1	<u>Concurrent Enrollment In College Classes</u>
6172.1	<u>Concurrent Enrollment In College Classes</u>
6173	<u>Education For Homeless Children</u>
6173	<u>Education For Homeless Children</u>
6173-E(1)	<u>Education For Homeless Children</u>
6173-E(2)	<u>Education For Homeless Children</u>
6173.1	<u>Education For Foster Youth</u>
6173.1	<u>Education For Foster Youth</u>
6173.2	<u>Education Of Children Of Military Families</u>
6173.2	<u>Education Of Children Of Military Families</u>
6173.3	<u>Education For Juvenile Court School Students</u>
6175	<u>Migrant Education Program</u>
6175	<u>Migrant Education Program</u>
6176	<u>Weekend/Saturday Classes</u>
6177	<u>Summer Learning Programs</u>

TUSD Adopted: 06.12.07

TUSD Revised: 06.12.18, 06.11.24

**HIGH SCHOOL GRADUATION REQUIREMENTS/
STANDARDS OF PROFICIENCY**

6178	<u>Career Technical Education</u>
6178	<u>Career Technical Education</u>
6178.1	<u>Work-Based Learning</u>
6178.1	<u>Work-Based Learning</u>
6178.2	<u>Regional Occupational Center/Program</u>
6179	<u>Supplemental Instruction</u>
6181	<u>Alternative Schools/Programs Of Choice</u>
6181	<u>Alternative Schools/Programs Of Choice</u>
6184	<u>Continuation Education</u>
6184	<u>Continuation Education</u>
6200	<u>Adult Education</u>
6200	<u>Adult Education</u>
9000	<u>Role Of The Board</u>



HUMAN RESOURCES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: January 30, 2025
SUBJECT: **Approve Tentative Agreements with CSEA for Reclassifications, including Revised and New Job Descriptions for the Following Positions: Maintenance Specialist (HVAC-R) and Food Service Specialist**

BACKGROUND: Pursuant to Article XL, Reclassification Requests, of the Master Agreement between Tracy Unified School District (TUSD) and California School Employees Association (CSEA), requests for reclassification/reallocation may be initiated by the classified bargaining unit or by the employee by December 15 of each year. In addition, the District continues the process of updating job descriptions to ensure that they accurately reflect current essential functions of the position, district requirements and any Federal or California Department of Education requirements. As part of the reclassification/reallocation process, the job for Maintenance Specialist (HVAC-R) was revised, and a new job description was created for the Food Service Specialist.

A Reclassification/Reallocation Committee consisting of four administrators and four CSEA members met and provided their recommendation to the TUSD and CSEA negotiating teams regarding the various requests. The negotiating teams met several times to consider the recommendations for the Reclassification/Reallocation Committee. The negotiating teams reached tentative agreement on the revised job descriptions. The tentative agreements are attached.

These job descriptions accurately reflect the essential functions, education and experience, skills and qualifications, physical requirements, and work environment for the positions. In addition, this agenda item meets District Strategic Goal #2: Hire, support, develop, train, and sustain district employees who create a singleness of purpose focused on maximizing students' academic, social, and emotional potential.

RECOMMENDATION: Approve Tentative Agreements with CSEA for Reclassifications, including Revised and New Job Descriptions for the Following Positions: Maintenance Specialist (HVAC-R) and Food Service Specialist.

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

MEMORANDUM OF UNDERSTANDING

**Tracy Unified School District and
California School Employees Association and its Tracy Chapter #098
December 18, 2024**

Negotiations Re: Closure to 2023-2024 Reclassification Process

The California School Employees Association and its Tracy Chapter #098 (CSEA) and the Tracy Unified School District (District) have met and agreed to the following revised and newly created job descriptions to complete the 2023-2024 Reclassification process.

This memorandum of understanding (MOU) resolves the negotiations requirement for the creation of the new job description as well as the impacts and effects negotiations regarding the reclassification of current bargaining unit members for the positions below.

The revised job description as listed and attached will reclassify all incumbent Maintenance Specialist (HVAC-R) positions:

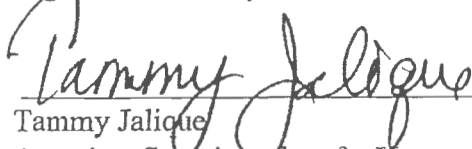
- Maintenance Specialist (HVAC-R)
 - Workdays = 260
 - Daily Assignment = 8 Hours
 - Salary Range = 58
 - This reclassification will become effective the day following Board approval of the revised description.

The newly created job description as listed and attached will reclassify position #331:


- Food Service Specialist
 - Workdays = 260
 - Daily Assignment = 8 Hours
 - Salary Range = 45
 - The current Food Service Technician, position #331, will be reclassified into Food Service Specialist. The elimination of Food Service Technician, position #331, and replacement by reclassification and seniority classification start date as Food Service Specialist will be the day following Board approval of the new classification.

The parties agree nothing in this MOU is intended to establish precedent or past practice.

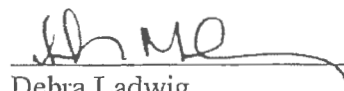
Signed this 18th day of December, 2024.



Tammy Jalique
Associate Superintendent for Human Resources



Michael Caulfield
President, CSEA Chapter #098



Debra Ladwig
Labor Relations Representative, CSEA

TENTATIVE AGREEMENT
BETWEEN
TRACY UNIFIED SCHOOL DISTRICT
AND
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION AND ITS TRACY CHAPTER #098

The California School Employees Association and its Tracy Chapter #098 (hereafter "CSEA") and the Tracy Unified School District (hereafter "CSEA") have reached an agreement on the following revisions to the Maintenance Specialist (HVAC/R) job description.

TRACY UNIFIED SCHOOL DISTRICT JOB DESCRIPTION

POSITION TITLE: Maintenance Specialist (HVAC/R)

DEPARTMENT/DIVISION: Maintenance and Operations

POSITION SUMMARY:

Under general supervision of the ~~Maintenance Leadman/Supervisor and/or the~~ Director of Maintenance, Operations and Transportation, or ~~designee~~, to ~~do perform~~ a variety of skilled maintenance work in the maintenance and repair of the Districts' facilities with minimal supervision; inspect, service and repair heating, ventilating and air conditioning, and refrigeration equipment. Repair and service to pool equipment and all P.A., telephones and communications systems.

ESSENTIAL FUNCTIONS:

1. ~~Installs, maintains, and repairs a variety of plumbing and heating equipment. Installs various types and sizes of HVAC units. Maintains, diagnoses, replaces and/or repairs heating, air conditioning and ventilation, refrigeration systems, kitchen equipment, HVAC, and equipment, including but not limited to compressors, evaporators, dryers, thermal expansion, valves, fans, and strainers.~~
2. ~~Inspects and tests refrigeration, kitchen equipment, heating systems, repairs pneumatic, electric or electronic control systems.~~
3. ~~Maintains boilers. Maintains heat pumps, electric heating systems.~~
4. ~~Inspects compressors, points, pressure lines, electrical wiring, motors, fans, and related components of heating, air conditioning, ventilating units.~~
5. ~~Checks units to determine causes of malfunctions.~~
6. ~~Replaces components as necessary.~~
7. ~~Removes and installs compressors, gas lines, manifolds, valves, etc.~~
8. ~~Establishes and carries out preventive maintenance programs; change filters, clean units, check and repair remote control system.~~
9. ~~Interprets blueprints and reads schematics as related to HVAC and refrigeration systems.~~
10. ~~Performs skilled electrical installation and repair.~~
11. ~~Performs gas and electrical welding.~~
12. ~~Troubleshoot and perform minor maintenance of Maintains all clock, bell intrusion and fire alarm systems, prior to contracting out due to complexity and timeliness.~~
13. ~~Assist the High School Custodial Supervisor/Maintenance Mechanic with maintenance and repairs of swimming pool boiler and pump systems, prior to contracting out due to complexity and timeliness.~~

14. Maintains computerized diagnostic and environmental control systems.
15. Performs other related duties as required.

EDUCATION AND EXPERIENCE:

The ability to carry out oral and written directions, read and write at a level sufficient to fulfill the duties to be performed for the position described. Two years of experience as maintenance worker, working with and repairing of heating and air conditioning systems. Journeyman experience is desirable, possession of an appropriate California driver's license and be insurable. High School Diploma or equivalent is required.

SKILLS AND QUALIFICATIONS:

1. Knowledge of principles, rules and regulations relating to electrical maintenance, repair of heating, ventilating, and air conditioning and refrigeration systems, and safe work practices.
2. **Ability to perform skilled work in the maintenance and repair of a wide range of refrigeration, heating, ventilation, air conditioning, and operate District utilized software to control energy management system.**
3. Ability to operate and maintain the tools and equipment commonly employed in the installation, maintenance and repair of heating, ventilating, and air conditioning equipment, and refrigeration equipment.
4. Ability to use precision measuring equipment.
5. Ability to carry out a program of preventive maintenance, to plan, layouts of circuits and draw plans to meet city, county and state codes.
6. Ability to read blueprints and understand plans and specifications, to read graphical representations of work to be done.
7. Ability to diagnose equipment operating problems and execute required repairs.
8. Ability to understand and work on a computer.
9. Ability to keep records of work performed.
10. Ability to develop and maintain cooperative working relationships with those contracted in the course of work.
11. **Must possess EPA certification for handling freon.**
12. Must pass required medical examination.

PHYSICAL REQUIREMENTS:

Employees in this position must be able/have the ability to:

1. Sit for extended periods of time.
2. Stand and/or walk for extended periods of time.
3. Bend, squat, stoop, and/or climb for extended periods of time.
4. Reach above shoulder level, push/pull for extended periods of time.
5. Lift and carry up to 100 lbs. at shoulder height.
6. Do repetitive hand/arm movements (grasp/pinch, etc.) for extended periods of time.
7. Be able to work with moving machinery for extended periods of time.

WORK ENVIRONMENT:

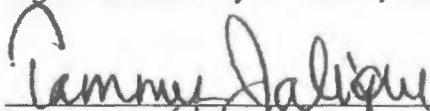
Employees in this position will be required to work outdoors in various weather and to work indoors completing paperwork and repairs and installation of equipment. Exposure to noise, dust, and fume levels will vary depending on equipment and projects. As required, must wear protective devices such as earplugs, dust mask, coveralls, gloves, safety boots and safety glasses.

SALARY: Classified range 52- 58

Adopted: HS Board 3/19/86
Revised: TUSD 12/14/99
TUSD

Elem Board 4/8/86

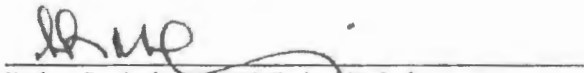
Signed this 29th day of October, 2024, in Tracy, California.



Tammy Jalique, Associate Superintendent
for Human Resources



Michael Caulfield, CSEA Tracy Chapter #098 President



Debra Ladwig, CSEA Labor Relations
Representative

TENTATIVE AGREEMENT
BETWEEN
TRACY UNIFIED SCHOOL DISTRICT
AND

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION AND ITS TRACY CHAPTER #098

The California School Employees Association and its Tracy Chapter #098 (hereafter "CSEA") and the Tracy Unified School District (hereafter "CSEA") have reached an agreement on the creation of the Food Services Specialist job description.

TRACY UNIFIED SCHOOL DISTRICT JOB DESCRIPTION

POSITION: Food Service Specialist

DEPARTMENT: Food Services

POSITION SUMMARY: Under direct supervision of the Director of Food Services, or designee, provide a wide variety of secretarial, clerical, and technical support to the Food Services Department.

ESSENTIAL FUNCTIONS:

1. Performs general clerical duties including general office reception duties, typing, proofreading, filing, checking, posting, maintains computer equipment files, and phone contact with parents. In the department Secretary's absence, contact and schedule Food Service substitutes as needed.
2. Performs activities related to free and reduced meal eligibility determinations, including processing applications, conducting direct certification, and participation in state and/or federal meal programs.
3. Performs activities related to the CDE application to participate in child nutrition programs, ensuring timely and accurate submission.
4. Using district point of sale software, generates and reviews daily meal reports using district communications systems.
5. Performs diagnosis, testing, error logging, vendor and staff notification, dispatching, and reporting of problems associated with computer hardware and software.
6. Coordinates with ISET and the vendor to facilitate the implementation of new point of sales technology within the Food Services Department.
7. Serves as the department's technology liaison, ensuring that Food Services technology is integrated with District technology. Serves as a point of contact for Food Services site technology issues or concerns. Works with ISET and/or food service software program providers for problem resolution.
8. Prepares monthly meal claim reimbursement which includes typing the claim form, prepare monthly reports including student, adult cash sales, meal counts, and site edit checks using spreadsheet software.
9. Provides input, information, and assistance to the Director of Food Services or designee,

regarding assigned functions, for the formulation and development of procedures, and programs.

10. Answers inquiries regarding student meal accounts in a prompt, positive manner and provides general department information to the public.
11. Maintains confidentiality of all sensitive communications regarding student meal status and staff matters.
12. Orders clerical supplies for office and school sites.
13. Conducts staff training on software programs and point of sales equipment used by the Food Services department.
14. Attends staff meetings and represents department at district technology meetings.
15. Evaluates new trends in food service technology and point of sales equipment and makes recommendations to the Director of Food Services, or designee, for new upgraded systems.
16. Maintained prompt and regular attendance in the workplace.
17. Performs other Food Service-related duties as required.

EDUCATION AND EXPERIENCE:

The ability to carry out oral and written directions; write and speak at a level sufficient to fulfill the duties to be performed for the position described. High school diploma required. Two years of college in a related field preferred. A minimum of three years of experience in computer/data communications or equivalent experience is preferred.

SKILLS AND QUALIFICATIONS:

1. Knowledge of Point-of-sale software and computer equipment used for point of sale.
2. Knowledge of modern office methods, practices, and procedures.
3. Ability to operate a variety of office equipment and common use of office equipment.
4. Intermediate knowledge of computer skills, including but not limited to general accounting, and software programs. Advanced knowledge of Excel or similar spreadsheet program required.
5. Must have strong organizational skills.
6. Knowledge of general requirements of the National School Lunch and Breakfast Program or related food service field.
7. Ability to perform responsible clerical work requiring independent judgment with speed and accuracy.
8. Ability to interpret and apply policies, laws, rules, and regulations.
9. Ability to perform mathematical calculations with accuracy and speed.
10. Ability to type at a speed of 50 words per minute from clear copy.
11. Ability to develop and maintain cooperative working relationships with those contacted in the course of work.

PHYSICAL REQUIREMENTS:

Employees in this position must have the ability to:

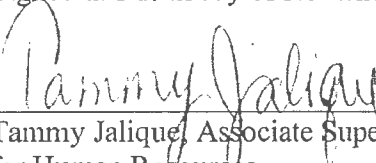
1. Sit for extended periods of time.
2. Enter data into a computer terminal/typewriter, operate standard office equipment,

- and use a telephone.
3. See and read a computer screen and printed matter with or without vision aids.
 4. Hear and understand speech at normal levels and on the telephone with or without hearing aids.
 5. Speak so that others may understand at normal levels and on the telephone with or without hearing aids.
 6. Stand, walk, and bend over, reach overhead, grasp.
 7. Lift and/or carry up to 25 pounds at waist height for short distances.
 8. Push/pull up to 25 pounds for short distances.

WORK ENVIRONMENT: Employees in this position will be required to work indoors in a standard office environment and come in direct contact with school district staff, students, parents, and the public.

SALARY: Classified range 45


Signed this 19th day of November, 2024, in Tracy, California.



Tammy Jalique, Associate Superintendent
for Human Resources



Michael Caulfield, CSEA Tracy Chapter #098 President



Debra Ladwig, CSEA Labor Relations
Representative



HUMAN RESOURCES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: January 23, 2025
RE: **Approve a Variable Term Waiver for Multiple Subject, Single Subject and Education Specialist Teachers**

BACKGROUND: For the 2024-2025 school year Tracy Unified School District will request a waiver for Multiple Subject, Single Subject, and Education Specialist Teachers. Some teachers will also require a BCLAD in Spanish. The waiver request is needed to allow the teachers additional time to complete Pre-Service program requirements and/or complete the Subject Matter Competence requirements.

RATIONALE: The district needs Board authorization to request the waiver. Our teachers will remain credentialed under a waiver for 2024-2025 school year allowing them additional time to complete Pre-Service program requirements, including the Subject Matter Competency requirements, resulting in Intern Credential eligibility upon completion of those requirements. This agenda item meets District Goal #2: Hire, support, develop, train, and sustain district employees who create a singleness of purpose focused on maximizing students' academic, social, and emotional potential.

FUNDING: There is no fiscal impact.

RECOMMENDATION: Approve a Variable Term Waiver for Multiple Subject, Single Subject, and Education Specialist Teachers.

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

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

DECLARATION

The Governing Board of Tracy Unified School District has decided to request a Variable Term Waiver for the individual(s) listed below. This waiver allows them to work while completing the requirements for enrollment in a teaching credential program and obtaining the necessary credential for their position. During the waiver period, they will receive orientation, guidance, and assistance.

Myrna Soto; South/West Park; Multiple Subject

AYES:
NOES:
ABSTAIN:
ABSENT:

Board President

Date _____

ATTEST:

Board Vice President

Date _____



HUMAN RESOURCES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: January 11, 2025
SUBJECT: **Approve Tentative Agreements with the Tracy Educators Association**

BACKGROUND: Through the negotiations process, Tentative Agreements were signed for the sunshined re-opener articles for the 2024-2025 contract year. The Tentative Agreements (see attached) were approved and ratified by the TEA members on January 29, 2025.

RATIONALE: The attached Tentative Agreements include modifications to some of the existing language in the Master Agreement between the Tracy Unified School District (District) and Tracy Educators Association (TEA) (see attached).

ARTICLE VI - HOURS - Tentative Agreement signed on 12/13/2024. The parties agreed to Status Quo for sections B-E (See attached).

ARTICLE VII- DUTIES - Tentative Agreement signed on 12/13/2024 (See attached).

ARTICLE XIII - SALARIES (COMPENSATION) AND ARTICLE XIV FRINGE BENEFITS - Tentative Agreement signed on 10/30/2024 (See attached).

APPENDIX I – SPECIAL EDUCATION – Tentative Agreement signed on 01/08/2025 (See attached).

To remain in compliance with AB 1200 and Government Codes 3547.5 and 3540.2, Salary Settlement Agreement forms will be made available for public disclosure.

FUNDING: Pay and benefit increases described in the tentative agreements (attached) will be paid from a variety of funds.

RECOMMENDATION: Approve Tentative Agreements with the Tracy Educators Association.

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



TRACY
UNIFIED SCHOOL DISTRICT

HUMAN RESOURCES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: January 30, 2025
SUBJECT: **Approve Tentative Agreements with the California School Employees Association**

BACKGROUND: Pursuant to Article XLIV in the Master Agreement between Tracy Unified School District and California School Employees Association, the Agreement shall be in full force and effect from July 1, 2024 through June 30, 2027. The Articles listed below were the reopeners for 2024-2025 negotiations, with additional items opened by mutual agreement.

The parties have concluded the negotiation process and have signed tentative agreements (attached) on the following articles:

ARTICLE V Association Obligations, Privileges, and Rights - Tentative Agreement signed on 12/18/2024.

ARTICLE VIII Pay and Allowances - Tentative Agreement signed on 12/18/2024.

ARTICLE IX Reimbursements - Tentative Agreement signed on 12/18/2024.

ARTICLE X Fringe Benefits - Tentative Agreement signed on 12/18/2024.

ARTICLE XI Hours and Overtime - Tentative Agreement signed on 12/18/2024.

ARTICLE XLIV Duration of and Procedures for Modifying This Agreement - Tentative Agreement signed on 12/18/2024.

To remain in compliance with AB 1200 and Government Codes 3547.5 and 3540.2, Salary Settlement Agreement forms will be made available for public disclosure.

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

FUNDING: Pay increases described in the tentative agreement for Article VIII, Pay and Allowances (see attached), and benefits increases described in the tentative agreement for Article X, Fringe Benefits, (see attached) will be paid from a variety of funds.

RECOMMENDATION: Approve Tentative Agreements with the California School Employees Association.

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



HUMAN RESOURCES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: January 30, 2025
SUBJECT: Approve New TSMA Salary Agreement

BACKGROUND: On January 8, 2025, the Tracy Unified School District tentatively agreed with the Tracy Educators Association (TEA) the following salary and benefits increases. These terms were similarly agreed upon by TUSD and the California School Employees Association and its Chapter 98 (CSEA) on December 18, 2025.

- A percentage increase to the 2024-2025 salary schedule of 4%
- A \$1,000 increase to the health benefits contribution

The District Administration recommends approval of the following increase for TSMA members:

- A 4% increase to each step and range cell of the 2024-2025 Classified/Confidential Salary Schedule (LMH), the 2024-2025 Management/Administrator Salary Schedule (LME), and the 2024-2025 Counselor/Psychologist/Speech Language Pathologist Salary Schedule (LMP),
- A \$1,000 increase to the health benefits contribution

To remain in compliance with AB 1200 and Government Codes 3547.5 and 3540.2, Salary Settlement Agreement forms will be made available for public disclosure.

FUNDING: The salary and benefit increases described above will be paid from a variety of funds.

RECOMMENDATION: Approve New TSMA Salary Agreement.

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



HUMAN RESOURCES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tammy Jalique, Associate Superintendent for Human Resources
DATE: January 30, 2025
SUBJECT: **Approve Amendment to Superintendent Contract**

BACKGROUND: It has been the practice of the Board of Education to give the current Superintendent of Tracy Unified School District the same pay increase that is awarded by the Board of Education to the Tracy Educators Association (TEA) employees, California School Employee Association (CSEA) employees, and the Tracy School Management Association (TSMA) employees of the Tracy Unified School District which are all on the agenda for the February 11, 2025, meeting.

Pursuant to the current Superintendent’s Contract of Employment, “the BOARD hereby retain the right to adjust the annual salary of the SUPERINTENDENT at any time during the term of this contract.”

It is the recommendation of the Human Resources department to approve a 4% increase to the salary of the current superintendent for the 2024-2025 school year.

FUNDING: Pay and benefit increases described herein will be paid from the general fund.

RECOMMENDATION: Approve Amendment to Superintendent Contract.

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

Tracy Unified School District

**AMENDMENT DATED FEBRUARY 11, 2025, TO
SUPERINTENDENT’S EMPLOYMENT AGREEMENT**

This is an Amendment to the Superintendent’s Employment Agreement (“Agreement”) entered into on the 11th day of February, 2025, between the Governing Board (“Board”) of and on behalf of the TRACY UNIFIED SCHOOL DISTRICT (“TUSD”), through its Board of Trustees, and DR. ROBERT PECOT (“Superintendent”). The following section of the Agreement/Amendment shall modify the Employment Agreement ratified on June 11, 2024, to include the changes made in paragraph “H” and “I” of that Agreement, as stated below:

H. SALARY

1. The SUPERINTENDENT’S salary shall be \$288,441(Salary Schedule, Step C) per annum under this Agreement, payable in equal monthly payments, commencing July 1, 2024. There will be a one-time (lump sum) 4% increase based on salary schedule placement prior to retroactive pay.

(The compensation above reflects the increase of 4% awarded to all TUSD employees for the 2024-2025 school year.)

I. FRINGE BENEFITS

1. The SUPERINTENDENT shall, in addition to salary, receive all of the fringe benefits of employment, including, but not limited to, a Health Benefit contribution of \$11,007 per year, which are granted to the DISTRICT’S certificated management employees, according to salary level or other basis provided by the BOARD in connection with such benefits, except as otherwise set forth in this Agreement.

Agreed in a duly called open session meeting on this 11th day of February, 2025 in Tracy, California, by formal action of the Governing Board of the Tracy Unified School District.

Dr. Robert Pecot, Superintendent

Board President
Tracy Unified School District