

**NOTICE**  
**REGULAR MEETING OF THE GOVERNING BOARD**  
**TRACY UNIFIED SCHOOL DISTRICT**  
**MARCH 26, 2024**

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

**TUSD board meetings are held in person.**

**To View the live stream of this meeting, please follow this link: [Board Meeting Live](#)**

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

**AGENDA**

- |              |   |                |
|--------------|---|----------------|
| <b>1.</b>    | <b>Call to Order</b>  | <b>Pg. No.</b> |
| <b>2.</b>    | <b>Roll Call – Establish Quorum</b><br>Board: S. Abercrombie, O. Alexander, R. Fagin, L. Hawkins, Z. Hoffert, N. Kahlon, J. Silcox<br>Staff: R. Pecot, T. Jalique, J. Stocking, T. Salinas, S. Smith  |                |
| <b>3.</b>    | <b>Closed Session:</b> Opportunity to Address the Board Regarding Closed Session Items which follow. Closed session is limited to consideration of items specifically authorized under the Government Code and/or the Education Codes.  |                |
| <b>3.1</b>   | <b>Administrative &amp; Business Services:</b>  |                |
| <b>3.1.1</b> | Public Services or Facilities Security<br>Review and Approval of Tactical Response Plan<br>Government Code §54957(a)<br>Education Code §32281(f)(3)<br>School Site Safety Plan for the 2024-25 School Year (Separate Cover)<br><b>Action:</b> Motion ___; Second ___. <b>Vote:</b> Yes ___; No ___; Absent ___; Abstain ___ |                |
| <b>3.2</b>   | <b>Educational Services:</b>  |                |
| <b>3.2.1</b> | Finding of Facts: 23/24#36, 23/24#38, 23/24#40, 23/24#42, 23/24#43, 23/24#44, 23/24#45, 23/24#46, 23/24#47, 23/24#48, 23/24#50, 23/24#51, 23/24#52, 23/24#53, 23/24#54<br><b>Action:</b> Motion ___; Second ___. <b>Vote:</b> Yes ___; No ___; Absent ___; Abstain ___  |                |
| <b>3.2.2</b> | Reinstatements: AR#23-24/#15, AR#23-24/#16, AR#23-24/#17<br><b>Action:</b> Motion ___; Second ___. <b>Vote:</b> Yes ___; No ___; Absent ___; Abstain ___  |                |
| <b>3.2.3</b> | Board Waiver: THS #10324211<br><b>Action:</b> Motion ___; Second ___. <b>Vote:</b> Yes ___; No ___; Absent ___; Abstain ___   |                |
| <b>3.2.4</b> | Early Graduation: TISCS # 10340619, TISCS#10359119, WHS #10354618<br><b>Action:</b> Motion ___; Second ___. <b>Vote:</b> Yes ___; No ___; Absent ___; Abstain ___   |                |
| <b>3.2.5</b> | PE Exemptions: THS #10324430<br><b>Action:</b> Motion ___; Second ___. <b>Vote:</b> Yes ___; No ___; Absent ___; Abstain ___  |                |

**3.3 Human Resources:**

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

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

**3.3.2** Conference with Labor Negotiator

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 Public Services or Facilities Security

**3.1.1** Review and Approval of Tactical Response Plan

Government Code §54957(a)

Education Code §32281(f)(3)

School Site Safety Plan for the 2024-25 School Year (Separate Cover)

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

**6b** Action Taken on Finding of Facts: 23/24#36, 23/24#38, 23/24#40, 23/24#42,

**3.2.1** 23/24#43, 23/24#44, 23/24#45, 23/24#46, 23/24#47, 23/24#48, 23/24#50,  
23/24#51, 23/24#52, 23/24#53, 23/24#54

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

**6c** Report Out of Action Taken on Reinstatements: AR#23-24/#15, AR#23-24/#16,

**3.2.2** AR#23-24/#17

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

**6d** Report Out of Action Taken on Board Waivers: THS #10324211

**3.2.3**

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

**6e** Report Out of Action Taken on Early Graduation: TISCS # 10340619,

**3.2.4** TISCS#10359119, WHS #10354618

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

**6f** Report Out of Action Taken on PE Exemptions: THS #10324430

**3.2.5**

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

**7. Approve Regular Minutes of February 27, 2024**

**1-6**

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

**8. Student Representative Reports: None.**

**8.1 Kimball High:** Harleen Kaur; **Alternative Education:** Joshua Diaz; **West High:**  
Noah Watkins, Kaelyn Garcia; **Tracy High:** Olivia Orcutt

**8.2 Poet Elementary School; Williams Middle School**

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

- 9.1 Presentation of Donation from the San Joaquin Valley Air Pollution Control District Charge Up Program
- 9.2 Recognize Tracy High School, San Joaquin County Mock Trial Champions
- 9.3 Recognize Tracy High School Wrestler, Jasmine Lund, for her Performances at the CIF SJS Masters Meet and in the State Championships in Bakersfield
- 9.4 Recognize George & Evelyn Stein High School, 2024 Model Continuation High School
- 9.5 West High 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 Restoration Management Company to Repair Water Damage to the Training Room and Shower Area at West High School 7
- 13.1.2 Approve Entertainment, Assembly, Service, Business and Food Vendors 8-9
- 13.1.3 Ratify Routine Agreements, Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda 10-12
- 13.1.4 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 13-14
- 13.1.5 Approve Out of State Travel for District Representative to attend the 2024 EED Annual Grantee Summit in Washington, DC on June 4 - 5, 2024 15

13.2 **Educational Services:**

- 13.2.1 Approve the Request to the California Department of Education to Authorize Hirsch, Kelly, Poet-Christian, Kimball High, Tracy High, Stein Continuation and Tracy Independent Charter Schools' Conversions to School-wide Title I Programs, beginning in the 2024-2025 School Year 16-17



- 13.2.2 Approve Agreement for Contract Services between Faith in Action Community Education (F.A.C.E.S.) and North Elementary School for the remainder of the 2023-2024 School Year 18-21
- 13.2.3 Approve Increase Funding for 360 Degree Customer, Inc. to provide additional Contractors to fill open positions for Speech and Language Pathologists (SLPs), Speech and Language Pathologists (SLPAs), Special Education Teachers, Psychologists, Occupational Therapists (OTs), Certified Occupational Therapist Assistants (COTAs), Board Certified Behavior Analyst (BCBAs), Registered Behavior Technician (RBTs), Paras and Bus Aides for the remainder of the 2023-2024 School Year 22-25
- 13.2.4 Approve and/or Ratify Routine Agreements which meet the Criteria for Placement on the Consent Agenda 26-27
- 13.2.5 Approve Agreement for Special Contract Services with Keynote Speaker Kate Garnes at Tracy High School on April 9, 2024 28-37
- 13.2.6 Ratify Overnight Travel for the Tracy High School (THS) Mock Trial Team and Advisors to attend the Mock Trial State Championship in Los Angeles, CA March 21-24, 2024 38
- 13.2.7 Approve Overnight Travel for Merrill F. West High School Music Program Philharmonic and Choir to attend Disneyland and Workshop in Anaheim, CA on April 12-14, 2024 39
- 13.2.8 Approve Overnight Travel for Kimball High School Senior Class to attend Grad Night at Universal Studios Hollywood in Universal City, CA on May 23-24, 2024 40

**13.3 Human Resources:**

- 13.3.1 Accept Resignations/Retirements/Leave of Absences for Classified, Certificated, and/or Management Employment 41-44
- 13.3.2 Approve Classified, Certificated, and/or Management Employment 45-47
- 13.3.3 Approve Teacher Internship, Student Teaching, and Practicum Students Agreement with Alliant University 48-58

**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 Accept Revised Board Policy and Administrative Regulation 3554 Other Food Sales and Board Policy 3555 Nutrition Program Compliance (First Reading) (Separate Cover) 59  
**Action:** Motion\_\_\_; Second\_\_\_. **Vote:** Yes\_\_\_; No\_\_\_; Absent\_\_\_; Abstain\_\_.
- 14.1.2 Approve 2023-24 and 2024-25 Transportation Plan 60-64  
**Action:** Motion\_\_\_; Second\_\_\_. **Vote:** Yes\_\_\_; No\_\_\_; Absent\_\_\_; Abstain\_\_.
- 14.1.3 Certify 2023-2024 Fiscal Year Second Interim Report (Separate Cover) 65-66  
**Action:** Motion\_\_\_; Second\_\_\_. **Vote:** Yes\_\_\_; No\_\_\_; Absent\_\_\_; Abstain\_\_.
- 14.1.4 Adopt Resolution No. 23-09 to Accept the Agreement Incorporating Piggyback Contract for TK Classrooms with American Modular Systems (Separate Cover) 67-81  
**Action:** Motion\_\_\_; Second\_\_\_. **Vote:** Yes\_\_\_; No\_\_\_; Absent\_\_\_; Abstain\_\_.

**14.1.5** Approve “Steve Donahue Aquatic Center” as the Name for the Tracy High School Aquatic Complex and Approve “Vic Alkire Field” for Tracy High School Baseball Field **82-83**

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

**14.1.6** Certify Corrective Action to the 2022-23 Findings and Recommendations of the Independent Annual Financial Report **84-86**

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

**14.1.7** Accept the Fiscal Year 2022-23 Annual Financial Audit (Separate Cover) **87-92**

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

**14.1.8** Adopt New Board Policy 3550 and Acknowledge Administrative Regulation 3550 Food Service/Child Nutrition Program (First Reading) **93-99**

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

**14.1.9** Consider Claim No. 635419 **100**

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

**14.1.10** Approve Frontline Education Agreement (Separate Cover) **101**

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

**14.2** **Educational Services:** None.

**14.3** **Human Resources:**

**14.3.1** Approve Tentative Agreements with the California School Employees Association (Separate Cover) **102-105**

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

**14.3.2** Approve Tentative Agreements with the Tracy Educators Association (Separate Cover) **106-107**

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

**14.3.3** Approve New TSMA Salary Agreement **108-109**

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

**14.3.4** Approve Amendment to Superintendent Contract **110-111**

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

**14.3.5** Approve New Job Description and Salary for Lead Mechanic Supervisor **112-115**

**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** April 9, 2024

**17.2** April 23, 2024

**17.3** May 14, 2024

**17.4** May 28, 2024

**17.5** June 11, 2024

**18. Upcoming Events:**

- |             |                        |                                  |
|-------------|------------------------|----------------------------------|
| <b>18.1</b> | March 29-April 1, 2024 | No School, Spring Recess Holiday |
| <b>18.2</b> | May 27, 2024           | No School, Memorial Day          |
| <b>18.3</b> | May 31, 2024           | Last Day of School               |
| <b>18.4</b> | August 5, 2024         | First 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, February 27, 2024**

**6:30 PM:** 1-3. President Abercrombie called the meeting to order and adjourned to closed session.

**Roll Call:** 4. Board: S. Abercrombie, O. Alexander, R. Fagin, L. Hawkins, Z. Hoffert, N. Kahlon, J. Silcox  
Staff: R. Pecot, T. Salinas, T. Jalique, J. Stocking, S. Smith

**7:00 PM** 5. President Abercrombie called the Tracy Unified School District Board of Education to order and led those present in the Pledge of Allegiance.

**Closed Session:** 6a Action Taken on Finding of Facts: 23/24#37, 23/24#39, 23/24#41  
3.2.1  
**Action:** Silcox, Fagin. **Vote:** Yes-7; No-0; Absent-0.  
6b Report Out of Action Taken on Board Waivers: CES #10360101  
3.2.2  
**Action:** **Vote:** Yes-7; No-0; Absent-0.  
6c Report Out of Action Taken on Early Graduation: TISCS #10355626  
3.2.3  
**Action:** **Vote:** Yes-7; No-0; Absent-0.  
6d Report Out of Action Taken on Consider Unpaid Leave of Absence for  
3.3.1 Certificated Employee #UC-1347  
**Action:** Approved. **Vote:** Yes-7; No-0; Absent-0.  
6e Report Out of Action Taken on Consider Leave of Absence Requests for  
3.3.2 Certificated Employees: #UC-1348, #UC-1367, #UC-1368, #UC-1369,  
#UC-1370, #UC-1371, pursuant to Article XX  
**Action:** Approved. **Vote:** Yes-7; No-0; Absent-0.  
6f Report Out of Action Taken on Approve the Non-Reelection of  
3.3.3 Probationary Certificated Employees: #UC-1349, #UC-1350, #UC-1351,  
#UC-1352, #UC-1354, #UC-1355, #UC-1357; #UC-1358, #UC-1359,  
#UC-1360, #UC-1361, #UC-1362, #UC-1363, #UC-1364; #UC-1365,  
#UC-1366 pursuant to Education Code Section 44929.21(b)  
**Action:** Approved as Amended. **Vote:** Yes-7; No-0; Absent-0.

**Minutes:** 7. Approve Regular Minutes of February 13, 2024.  
**Action:** Silcox, Fagin. **Vote:** Yes-7; No-0; Absent-0.

**Audience:** Susan Hawkins, Sam Strube, Marlene Hepner, Stephen Theall, Chris Munger, Jason Noll, Tony Quintana, Sophy Reese, Zach Boswell, Erin Quintana, Jake Hallen, Tanner Araujo, Yesenia Huerta, Marcee Valencia, Erin McKay, Jenny Ballutay, Lilyana Tang, Audra Munoz, Zach Boswell, Bob Brownne

**Student Rep Reports:** 8.1 Kimball High: Harleen Kaur provided a snap shot of current events at Kimball. Students have been accessing college information in the career center. Leadership



is preparing for Lift Up, a school wide music video, the students voted on Uptown Funk as their song. Winter sports have come to an end and Spring sports are underway. Last week they did their monthly Jag Tag, surprising students with snacks and making them feel appreciated.

**Alternative Education:** Joshua Diaz is a junior representing Stein High School. The Earth Day Program directors gave the students a presentation on the 2024 competition. Last year Stein won the trophy, and they are hoping to win again this year. Their first basketball tournament of the season is being held at Kimball on March 1<sup>st</sup>. ASVAB testing is underway for students interested in a military career.

**West High:** Noah Watkins and Kaelyn Garcia gave a shout out to both the boys and girls soccer teams for making it to play offs and Micah Vilorio for making it to state for wrestling. National FFA week was last week, their program held many activities including a mini petting zoo. Spring Fest is a time for the West High clubs to interact with the community. There will be activities and items for purchase. The JROTC program held its annual Military Ball last weekend. The Met Gala themed prom is coming soon, and a multi-cultural rally is scheduled for May 3<sup>rd</sup>.

**Tracy High:** Olivia Orcutt and Jake Hallen conducted leadership and ASB interviews for next year. 50 students were interviewed, they will announce the class soon. Spring sports are underway, and track and field is in full swing. They've started the year with participants in every event on every level. The class of 2026 held their annual talent show last week, congratulations to all the winners of the event. Alyssa Noll and Aiden VanOs were announced as Mr. and Mrs. Bulldog, voted by their peers as the students that most represent Tracy High School. The Black Student Union held a spirit week and a door decorating contest.

**8.2 North School:** The 'Team Lions', Diega Cabrera, Yaretzi Hernandez Garcia, Jocelyn Grajeda Hernandez, Luisana Acevedo Rojas, Adelina Rosas, Adriana Vallejo, and Ariana Work, shared details of a typical day as a student at North School. They begin their day together with the school pledge, led by North 1<sup>st</sup> and 2<sup>nd</sup> grade students. Through AVID, they learn to organize their goals and believe in themselves. They have learned that collaboration is the key to learning. This year North had over 100 students participate in the spelling bee, North student Loveleen Rattu won the district 7<sup>th</sup> to 9<sup>th</sup> grade division of the spelling bee! After school, they have access to homework help and organized sports through the Boys and Girls Club. They have parent workshops in the evening and Parent Cafecito meetings during the school day.

**Freiler School:** Student Body Representatives McKenna Adamo, Sasha Rodriguez, and Valentina Villagomez provided a Freiler update. They have had many activities, including the back to school and Halloween dances, candy gram fundraisers for Valentines Day and Christmas, movie nights and spirit days. Over 120 kids attended their last movie night. In December they held holiday door wars, with the winning classroom receiving a hot coco party. Freiler has a communications committee that is run by ASB reps. The committee discusses what they want and do not want and information is shared by providing weekly marquee updates. A Character Counts



and honor roll assembly is held at the end of each trimester. Many more events are planned for the rest of the year such as a Read Across America Day, a spring social, and the 8<sup>th</sup> grade promotion dance.

**Recognition & Presentations:**

**9.1 Hirsch Elementary School Principal**

Principal, Elisavet Barajas, shared a PowerPoint accompanied by Assistant Principal Sophy Reese and, first grade teacher, Lisa Rodriguez. They provide a safe learning environment for their students while cultivating a collaborate culture to help students realize their potential and achieve their academic goals. Teachers work together for professional growth. They have implemented a lesson study where teachers plan a lesson together, come together to revise the plan, then implement it in the classroom. Every trimester they celebrate with a proud Patriot assembly. Gearing up for the assembly, the staff enjoying keep an eye out for students to nominate that are demonstrating positive character traits.

**Information & Discussion Items:**

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

**10.2 Educational Services:**

**10.2.1 Receive Report on Career Technical Education (CTE)**

Sam Strube, Director of Adult Education and Career Technical Education was joined in his presentation by current and former students of the CTE program. CTE is a 300-hour sequence of courses that integrates academic, technical, and occupational knowledge. CTE classes are held at all three high schools to include floral design, videography, AG Science, biotech, and automotive, among others. The program is funded through the LCAP, the Perkins V Grant and the CTE Incentive Grant. Students in CTE participate in their field, go to competitions and, once they are finished here, they can transition into programs offered in community college. They also obtain employment opportunities through the program and take part in the Hire Me First Program through the City of Tracy. Students shared skills they have learned and how the courses are preparing them for careers they may pursue after high school.

**Hearing of Delegations**

**11.** Parent, Saadia, and her son, Abdullah, read a statement together regarding, what they feel to be, the unjust suspension of teacher, Mr. Murray. Students have a constitutional right to freedom of speech in an educational setting. Mr. Murray has a right to engage in thoughtful discourse without facing punitive measures. The suspension denies him the right to express his beliefs and it deprives students of an educator who has inspired critical thinking. Reconsider the suspension of Mr. Murray.

Deena spoke to defend Mr. Murrays suspension. For 29 years he has graced the classroom with transformative teaching skills. Mr. Murray did not teach from textbooks, he encouraged students to engage in critical thinking and empathy. He stands up for justice. Please reconsider and celebrate Mr. Murrays courage rather than penalize it.

Mina is a proud resident of Tracy, her girls attend school in Tracy. Mr. Murray has been a pillar of character for over 25 years. Recent events have cast a shadow over his record. Mr. Murray expressing his political views should not be considered an act of misconduct. The escalation of the situation to involve law enforcement raises more concerns. She demands clarification and a full investigation behind these allegations. She calls for his immediate reinstatement. The administration failed to exercise fair judgement.

*Trustee Abercrombie reiterated the following statement: Mr. Murray is not on suspension; he is on paid administrative leave. This is not due to the displaying of a free Palestine flag.*

Saifuddin Raniwala says the students in Gaza have nowhere to go and they are not receiving an education. It is our duty to stand for the children's education, here or anywhere else in the world. He would like to work with our staff to institute a resolution for the condemnation of the attack on the children of Gaza.

Tracy resident, Michael Winsat, brought up the recent bullying article in the Tracy Press and issues of safety. Employees are attacked on social media by parents that feel their children are being bullied on school property. The people in charge of implementing policies are doing their job and are doing them correctly. The Tracy Press should have included in their article that the increase in bullying nationally is tied to teen social media use and the lack of parental monitoring of cell phone use. Schools and districts do not have the capacity or legal authority to manage this incredibly large problem. Mr. Winsat asserted, if you are a parent concerned about bullying and you choose to post to Facebooks Rants and Raves to demean and threaten school officials and minors, you are not the hero of your perceptions, you are just a bullying hypocrite.

- Public Hearing:** 12.1 **Administrative & Business Services:** None.
- Consent Items:** 13. **Board approval of any agenda item requiring insurance is conditioned upon acceptance of appropriate insurance by Tracy Unified.**  
**Action:** Silcox, Hawkins. **Vote:** Yes-7; No-0; Absent-0.
- 13.1 **Administrative & Business Services:**
- 13.1.1 Approve Entertainment, Assembly, Service, Business and Food Vendors
  - 13.1.2 Approve Accounts Payable Warrants (January 2024) (Separate Cover)
  - 13.1.3 Approve Payroll Reports (January 2024)
  - 13.1.4 Approve Revolving Cash Fund Reports (January 2024)
  - 13.1.5 Accept the Generous Donations from the Various Individuals, Businesses, and School Site Parent Teacher Associations Listed Herein with Thanks and Appreciation from the Staff and Students of the Tracy Unified School District
  - 13.1.6 Approve Out of State Travel for Director of Food Services and Coordinator of Food Services to Attend the Annual National Conference of the School Nutrition Association in Boston, MA from July 12-17, 2024

- 13.2 Educational Services:**
- 13.2.1 Approve Agreement for Professional Development for TUSD High School Drama and Theater Departments
- 13.2.2 Approve Agreement for Special Contract Services with Quest Science Center at Louis Bohn School for the 2023 - 2024 School Year
- 13.2.3 Approve Agreement for Special Contract Services with Faith in Action Community Education Services (F.A.C.E.S.) to Provide Mental Health Services to the TUSD School Readiness Preschool Program from March 18, 2024, through May 31, 2024
- 13.2.4 Approve Revised School Site Plan and Budget for Remainder of 2023-2024 School Year
- 13.2.5 Approve Agreement for Contract Services between Faith in Action Community Education (F.A.C.E.S.) and Art Freiler School for the Remainder of the 2023-2024 School Year
- 13.2.6 Approve Agreement for Contract Services between FACES and Monte Vista Middle School beginning March 9, 2024 and ending May 31, 2024

- 13.3 Human Resources:**
- 13.3.1 Accept the Resignations/Retirements/Leaves of Absence for Certificated, Classified and/or Management Employees
- 13.3.2 Approve Classified, Certificated and/or Management Employment
- 13.3.3 Approve Preliminary Administrative Intern Credential Agreement with Teachers College of San Joaquin
- 13.3.4 Approve Fieldwork Placement Agreement with Point Loma Nazarene University
- 13.3.5 Approve Student Teaching Clinical Practice Agreement with Point Loma Nazarene University
- 13.3.6 Approve Paid Student Internship Agreement with Point Loma Nazarene University
- 13.3.7 Approve Agreement with Teachers College of San Joaquin for Teachers Working on their Preliminary Administrative Credential

**Action Items:**

- 14.1 Administrative & Business Services:**
- 14.1.1 Accept Revised Board Policy and Administrative Regulation 3551 Food Service Operations/Cafeteria Fund and Board Policy and Administrative Regulation 3553 Free and Reduced-Price Meals (Second Reading) (Separate Cover)  
**Action:** Approved as Final. Kahlon, Silcox. **Vote:** Yes-7; No-0; Absent-0.
- 14.2 Educational Services:** None.
- 14.3 Human Resources:**
- 14.3.1 Approve a Variable Term Waiver for Administrative Services  
**Action:** Alexander, Kahlon **Vote:** Yes-7; No-0; Absent-0.
- 14.3.2 Approve Resolution 23-08, Authorizing Reduction and Elimination of Particular Kinds of Certificated Services for the 2024-2025 School Year.  
**Action:** Hawkins, Silcox. **Vote:** Yes-6; No-1 (Hoffert); Absent-0.



**14.3.3** Approve Resolution 23-10, Criteria for Determining Order of Seniority (Tie-Breaking) in the Case of Certificated Reduction in Force for the 2024-2025 School Year

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

**14.3.4** Adopt Resolution 23-11, Authorizing Reduction or Elimination of Classified Services for the 2024-2025 School Year

**Action:** Approved as Amended. Silcox, Fagin. **Vote:** Yes-6; No-1 (Hoffert); Absent-0.

**14.3.5** Approve a Declaration for a Provisional Internship Permit

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

**Board Reports:**

Trustee Kahlon said it is a pleasure to see engagement from the community. She is proud of the North School Lions, being a former Lion herself. Trustee Hoffert thanked all for the presentations. He particularly enjoyed hearing from the CTE program. Trustee Fagin felt the North students were fantastic. He enjoyed seeing the enthusiasm from the students and staff at the schools. We have a great school district. Trustee Alexander enjoyed the presentations and being kept up with all the activities at the high schools. Trustee Hawkins was also a North School student, he attended in the 60's. He thanked everyone for coming out and he hopes to be able to take care of all the things needed, business wise. Trustee Silcox passed on comment. Trustee Abercrombie had the pleasure of going to Menchie's Frozen Yogurt for the Annual Art Festival. The artwork is awesome. He was also a judge at West High for the Tank Town Lions speech competition.

**Superintendent Report:**

Dr. Pecot passed on commenting.

**Adjourn: 8:08 PM**

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
Date



TRACY  
UNIFIED SCHOOL DISTRICT

## BUSINESS SERVICES MEMORANDUM

**TO:** Dr. Rob Pecot, Superintendent  
**FROM:** Tania Salinas, Assoc Supt of Business Services  
**DATE:** February 23, 2024  
**SUBJECT:** **Approve Restoration Management Company to Repair Water Damage to the Training Room and Shower Area at West High School**

**BACKGROUND:** Merrill West High school is suffering from water damages to the training room and shower area in the girl's locker room. The cause of the damage is due to a deteriorated roof rainwater drainpipe running above the ceiling in these areas.

**RATIONALE:** This repair is needed to ensure the life safety of the buildings and the safety of the occupants inside the areas.

**FUNDING:** This repair is to be paid with Restricted, Ongoing and Major Maintenance funds. The repair will not exceed \$67,000.

**RECOMMENDATION:** Approve Restoration Management Company to Repair Water Damage to the Training Room and Shower Area at West High School.

**Prepared by:** Anthony Flores, Director of Maintenance, Operations, and Transportation.



# BUSINESS SERVICES MEMORANDUM

**TO:** Dr. Rob Pecot, Superintendent  
**FROM:** Tania Salinas, Associate Superintendent of Business Services  
**DATE:** March 5, 2024  
**SUBJECT:** Approve Entertainment, Assembly, Service, Business and Food Vendors

**BACKGROUND:** To be valid or to constitute an enforceable obligation against the district, education code 17604 requires all contracts must be approved and/or ratified by the board of trustees. This requirement is met in several different ways, depending on the value of the requisition, the types of services or materials being procured, and the advance notice staff has in procuring the services or materials.

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

Board Meeting Date	Board Approval Required Vendor Name	Insurance Expiration
3/26/2024	<b>Derfs Hot Dogs</b> - Hot Dog & Mini Donut Sales, Fred Hurst 763.221.7288 fredhurst@comcast.net, Instagram @derfshotdogs. No food sales until 30 minutes after school. <b>CONTRACT REQUIRED PRIOR TO OCCURRENCE.</b>	6/1/2024
3/26/2024	<b>Jose Rivera</b> - Basketball Camp with professional sports trainer, Jose Rivera 925.478.1339 josemriviera00@gmail.com, www.hoopexecutives.com <b>CONTRACT REQUIRED PRIOR TO OCCURRENCE.</b>	4/1/2025

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

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



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

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

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



TRACY  
UNIFIED SCHOOL DISTRICT

## BUSINESS SERVICES MEMORANDUM

**TO:** Dr. Rob Pecot, Superintendent  
**FROM:** Tania Salinas, Assoc Supt of Business Services  
**DATE:** February 23, 2024  
**SUBJECT:** **Ratify Routine Agreements, Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda**

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

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

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

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

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

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

**BUSINESS SERVICES  
FACILITIES DEVELOPMENT DEPARTMENT  
SUMMARY OF SERVICES  
March 26, 2024**

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A. Vendor: DYRCO Construction  
Sites: Bohn Elementary  
Item: Proposal  
Services: Play-court Asphalt Slurry and Restripe. Asphalt slurry and restripe entire play court areas.  
Cost: \$31,952.00  
Project Funding: Fund 14

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B. Vendor: DYRCO Construction  
Sites: Villalovoz Elementary  
Item: Proposal  
Services: Parking & Play-court Asphalt Slurry and Restripe. Asphalt slurry and restripe entire play court areas.  
Cost: \$44,815.00  
Project Funding: Fund 14

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C. Vendor: DYRCO Construction  
Sites: North School Elementary  
Item: Proposal  
Services: Concrete and asphalt repair. Asphalt slurry and restripe entire play court areas.  
Cost: \$143,750.00  
Project Funding: Fund 14

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D. Vendor: DYRCO Construction  
Sites: Williams Middle School  
Item: Proposal  
Services: New Asphalt with Slurry and Restripe. New Asphalt Installation and Play-court Asphalt Slurry and Restripe.  
Cost: \$143,750.00  
Project Funding: Fund 14

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E. Vendor: DYRCO Construction  
Sites: West High School  
Item: Proposal  
Services: Concrete grinding and repair.  
Cost: \$90,885.00  
Project Funding: Fund 14

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F. Vendor: DYRCO Construction  
Sites: Kimball High School  
Item: Proposal  
Services: Concrete grinding, repair and emergency Access  
Ramp.  
Cost: \$60,112.00  
Project Funding: Fund 14

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# BUSINESS SERVICES MEMORANDUM

**TO:** Dr. Rob Pecot, Superintendent  
**FROM:** Tania Salinas, Assoc Supt of Business Services  
**DATE:** February 23, 2024  
**SUBJECT:** **Accept the Generous Donations from the Various Individuals, Businesses, and School Site Parent Teacher Associations Listed Herein with Thanks and Appreciation from the Staff and Students of the Tracy Unified School District**

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

Hirsch Elementary School:

1. Tracy Unified School District/Hirsch Elementary School: From Wanda Hirsch PTO for the total amount of \$1,197.50 (ck# 1764 & 1773). This donation will go towards copy and paper expenses.

North School:

1. Tracy Unified School District/North School: From Boys & Girl's Club of Tracy for the value of \$590.00. The club made a donation of HP All-In-One PC model name 24-dp 1250, 2021. This PC will be the main club office computer for staff to use.

Kimball High School:

1. Tracy Unified School District/Kimball High School: From M-T Metal Fabrication Inc. for the total amount of \$1,000.00 (ck# 35695). This donation money will use towards new uniforms for the softball teams.

**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.



# ADMINISTRATIVE SERVICES MEMORANDUM

**TO:** Board of Education  
**FROM:** Dr. Rob Pecot, Superintendent  
**DATE:** March 18, 2024  
**SUBJECT:** Approve Out of State Travel for District Representative to attend the 2024 EED Annual Grantee Summit in Washington, DC on June 4 - 5, 2024

**BACKGROUND:** The Effective Educator Development (EDD) TA Center is hosting the 2024 EED Annual Grantee Summit to EED Grant Project Directors, June 4 through June 5, 2024. This is a mandatory summit for STEM grant recipients. A District representative will accompany the CTAC Chief Executive Officer to this event.

**RATIONALE:** Attendance at this summit is mandatory for those school districts and personnel that have received federal grant funds. Tracy Unified School District's STEM project is based off this federal grant funding. District presence is required by the federal government to ensure grant certification.

**FUNDING:** The conference cost will total approximately \$3,000.00 and includes summit registration, lodging, transportation, and meal costs. Costs will be paid from STEM grant funding.

**RECOMMENDATION:** Approve Out of State Travel for District Representative to attend the 2024 EED Annual Grantee Summit in Washington, DC on June 4 - 5, 2024.

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





# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Rob Pecot, Superintendent  
**FROM:** Julianna Stocking, Associate Superintendent of Educational Services  
**DATE:** February 5, 2024  
**SUBJECT:** **Approve the Request to the California Department of Education to Authorize Hirsch, Kelly, Poet-Christian, Kimball High, Tracy High, Stein Continuation and Tracy Independent Charter Schools' Conversions to School-wide Title I Programs, beginning in the 2024-2025 School Year**

**BACKGROUND:** School-wide Programs (SWPs) are a cornerstone of the vision for school reform as defined in Title I of the Federal No Child Left Behind (NCLB) Act of 2001 and now known as Every Student Succeeds Act (ESSA) of 2018. Research shows that for the lowest achieving students in the highest poverty schools to meet high standards of performance, the school's entire instructional program, not just a separate Title I program, must be substantially improved. Since no separate student eligibility process is required for participation in a SWP, the advantage to a school becoming a SWP is that the SWP educational program serves ALL students. Fiscally, ESSA allows schools to consolidate or blend funds. SWP schools may then use their consolidated federal, state, and local funds to reform their entire educational program. Title I schools often choose to change their status from targeted assistance to SWP status in order to better meet the needs of all their students.

**RATIONALE:** In January of 2024, Wanda Hirsch Elementary, George Kelly School, Gladys Poet-Christian School, John Kimball High School, Tracy High School, Stein Continuation High School, and the Tracy Independent Study Charter School were all identified as qualifying as Title 1 Schools. This determination was made with the assistance of the California Department of Education (CDE) and is based upon the number of students at each of these school sites who qualify for free and reduced lunch. To be eligible to operate as a SWP school, schools must have a concentration of students deemed socio-economically disadvantaged of at least 40 percent in the initial year of the SWPs. The CDE requires each school requesting School-wide Program status to conduct a thorough needs assessment; to formulate a SWP plan based on the results of the needs assessment (contained within the Single Plan for School Achievement (SPSA or School Site Plan)); to have full approval of its School Site Council; and to receive LEA Board Approval. The staff at each of these schools, with the assistance of TUSD district office staff, will complete all requirements by May 2024 and are seeking Tracy Unified Board of Trustee approval, prior to

submitting the Consolidated and Reporting System (CARS) report. As the final piece of this process, the district must submit a Request for Authorization to become School-wide Programs to the CDE, indicated in the CARS Report by the District Finance Department. This request supports District Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or career goals. Goal # 2: Hire, support, develop, train, and sustain district employees who create a singleness of purpose focused on maximizing students' academic, social, and emotional potential. And Goal # 3: Apply fiscal, operational and community resources to ensure a safe learning environment that supports staff and student goals.

**FUNDING:** There is no cost to the District, however, existing, yearly Title I Funds will now be allocated to *all* TUSD Schools, based on each school's percentage of socio-economically disadvantaged students.

**RECOMMENDATION:** Approve the Request to the California Department of Education to Authorize Hirsch, Kelly, Poet-Christian, Kimball High, Tracy High, Stein Continuation and Tracy Independent Charter Schools' Conversions to School-wide Title I Programs, beginning in the 2024-2025 School Year.

**Prepared by:** Dr. Mary Petty, Director of Continuous Improvement, State and Federal Programs.



# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Rob Pecot, Superintendent  
**FROM:** Julianna Stocking, Associate Superintendent of Educational Services  
**DATE:** March 4, 2024  
**SUBJECT:** **Approve Agreement for Contract Services between Faith in Action Community Education (F.A.C.E.S.) and North Elementary School for the remainder of the 2023-2024 School Year**

**BACKGROUND:** Faith in Action Community Education Services (F.A.C.E.S) is an organization which seeks to rebuild our community's faith in the educational system through extraordinary educational services. They provide tutoring, extensive social emotional counseling, behavior services and workshops. TUSD schools and F.A.C.E.S. began a partnership in providing behavior technicians and tutors to meet the increased social emotional needs and academic needs of students. F.A.C.E.S. offers campus support through tutoring and mentorship for all students on campus and workshops to create a community in which parents/guardians, students and educators collaborate to enhance every child's educational experience through family engagement and connections.

**RATIONALE:** F.A.C.E.S is a company who is a leader in their field. They have bilingual and diverse specialists who represent our student population and proven success impacting student behaviors. They will provide two tutors/behaviorists, 8 hours daily, for the 2023-2024 school year. They will provide tutoring, mentorship, behavior support, restorative practices, and counseling for all students to assist in student success while overcoming academic challenges. This aligns with Strategic Goals #1 & #2 of our SPSA to provide a safe and equitable learning environment for all students and staff through the development of a culture based on positive and supportive relationships.

**FUNDING:** The cost, not to exceed \$100,000.00 and will be paid for through CSI funds.

**RECOMMENDATION:** Approve Agreement for Contract Services between Faith in Action Community Education (F.A.C.E.S.) and North Elementary School for the remainder of the 2023-2024 School Year.

**Prepared by:** Mrs. Susan E. Hawkins, North Elementary School Principal.

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

**AGREEMENT FOR SPECIAL CONTRACT SERVICES**

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

1. Contractor shall perform the following duties: Provide 2 academic tutors to assist and support student academic and behavior achievement in the classroom. The academic tutor will provide tutoring and behavior support for up to 40 hours a week. Services will include academic tutoring, mentorship, behavior support, positive development of academic skills and confidence.

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

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

- a. District shall pay \$ 90.00 per [X] HOUR [ ] DAY [ ] FLAT RATE, not to exceed a total of \$ 100,000.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
- b. District [ ] SHALL [X] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ N/A for the term of this agreement.
- c. District shall make payment on a [X] MONTHLY PROGRESS BASIS [ ] SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.

4. The terms of the agreement shall commence on March 27, 2024, and shall terminate on May 31, 2024.

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

6. Amendments, changes or modifications in the terms of this Agreement may only be made at any time by mutual written agreement between the parties hereto and shall be signed by the persons authorized to bind the parties hereto.
7. Contractor shall contact the District's designee, Julianna Stocking, at (209) 830-3202 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.
8. Contractor enters into this Agreement as an independent contractor and not as an employee of the District. The Contractor shall have no power or authority by this Agreement to bind the District in any respect except as provided herein. Nothing in this Agreement shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Contractor are employees, agents, contractors or subcontractors of the Contractor and not of the District. The District shall not be obligated in any way to pay any wage claims or other claims made against Contractor by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this Agreement.
  - a. CONTRACTOR shall be required to provide proof (Certificate of Insurance) of comprehensive general liability insurance coverage in the amount of one million dollars (\$1,000,000.00) combined single limit per occurrence; two million dollars (\$2,000,000.00) general aggregate. A separate additional insured endorsement shall be provided to include the DISTRICT and its officers, officials, employees, agents and volunteers as additional insured in the policy. It is agreed that insurance coverage provided by CONTRACTOR herein is endorsed as primary and noncontributory to any similar insurance or self-insurance carried by DISTRICT. The DISTRICT reserves the right to adjust its insurance requirements as needed.
  - b. Contractor [] WILL [] WILL NOT have significant contact with students. If applicable, proof of professional liability insurance, to include one million dollars (\$1,000,000.00) per occurrence for Sexual Abuse/Molestation is also required. If applicable, CONTRACTOR will comply with the provisions of Education Code 45125 regarding the submission of fingerprints to the California Department of Justice and the completion of criminal background investigations of the CONTRACTOR and/or its employees.

Contractor agrees to hold harmless and to indemnify District for:

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

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



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

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

**AGREED:**

\_\_\_\_\_  
Contractor Signature Title

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Address

\_\_\_\_\_  
Tracy Unified School District

\_\_\_\_\_  
Date

\_\_\_\_\_  
Account Number to be Charged

\_\_\_\_\_  
Department/Site Approval

\_\_\_\_\_  
Budget Approval

\_\_\_\_\_  
Date Approved by the Board



# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Rob Pecot, Superintendent  
**FROM:** Julianna Stocking, Associate Superintendent of Educational Services  
**DATE:** March 1, 2024  
**SUBJECT:** **Approve Increase Funding for 360 Degree Customer, Inc. to provide additional Contractors to fill open positions for Speech and Language Pathologists (SLPs), Speech and Language Pathologists (SLPAs), Special Education Teachers, Psychologists, Occupational Therapists (OTs), Certified Occupational Therapist Assistants (COTAs), Board Certified Behavior Analyst (BCBAs), Registered Behavior Technician (RBTs), Paras and Bus Aides for the remainder of the 2023-2024 School Year**

**BACKGROUND:** Special Education students may require Speech & Language Pathologists (SLP) and Special Education Teachers services as part of their Individual Education Plan (IEP). These providers help improve student's academic development skills. Many of our Special Day class students have SLP or Special Education Teacher services written into their IEP and several more are awaiting assessments. 360 Degree Customer, Inc. also provides Psychologists, Para Educators and Bus Aides.

**RATIONALE:** Unfilled TUSD Special Education teacher vacancies require contractors to fill these positions making it necessary to provide services through a contract arrangement. 360 Degree Customer, Inc. will provide Special Education services to students at their school sites. This agenda request supports District Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or careers; and District Strategic Goal #3: Apply fiscal, operational and community resources to ensure a safe learning environment that supports staff and student goals.

**FUNDING:** Additional funding requested is \$1,700,000.00 for staffing expenses for the remainder of the 2023-2024 regular school year. Total cost for the 2023-2024 School Year will not exceed \$5,200,000.00. Special Education contract expenses are funded through 602 funding for Special Education, budgeted in account 01-6500-0-5770-1110-5800-800-2542.

**RECOMMENDATION:** Approve Increase Funding to for 360 Degree Customer, Inc. to provide additional contractors to fill open positions for Speech and Language Pathologists (SLPs), Speech and Language Pathologists (SLPAs), Special Education Teachers, Psychologists, Occupational Therapists (OTs), Certified Occupational Therapist Assistants (COTAs), Board Certified Behavior Analyst (BCBAs), Registered Behavior Technician (RBTs), Paras and Bus Aides for the remainder of the 2023-2024 School Year.

**Prepared by:** Sean Brown, Director of Special Education.

# TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

## AGREEMENT FOR SPECIAL CONTRACT SERVICES

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and 360 Degree Customer Inc., hereinafter referred to as "Contractor," is for consultant or special services to be performed by a non-employee of the District. District and Contractor, herein named, do mutually agree to the following terms and conditions:

1. Contractor shall perform the following duties: \_\_\_\_\_  
Provide Speech and Language Pathologist (SLPs), Speech and Language Pathologist Assistants (SLPAs), Occupational Therapists (OTs),  
Certified Occupational Therapist Assistants (COTAs), Special Education Teachers, Psychologists, Board Certified Behavior Analyst (BCBAs),  
Registered Behavior Technicians (RBTs) Paras and Bus Aides for the remainder of the 2023-2024 school year.

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

2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of <sup>63</sup> \_\_\_\_\_ ( ) | | HOURS |  | DAYS, under the terms of this agreement at the following location District Wide.

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

- a. District shall pay \$ 1,700,000.00 per | | HOUR | | DAY |  | FLAT RATE, not to exceed a total of \$ 1,700,000.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
- b. District | | ] SHALL |  | SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ -0- 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 April 1, 2024, and shall terminate on June 30, 2024.

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

6. Amendments, changes or modifications in the terms of this Agreement may only be made at any time by mutual written agreement between the parties hereto and shall be signed by the persons authorized to bind the parties hereto.
7. Contractor shall contact the District's designee, Sean Brown, at ( ) 209-830-3270 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.
8. Contractor enters into this Agreement as an independent contractor and not as an employee of the District. The Contractor shall have no power or authority by this Agreement to bind the District in any respect except as provided herein. Nothing in this Agreement shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Contractor are employees, agents, contractors or subcontractors of the Contractor and not of the District. The District shall not be obligated in any way to pay any wage claims or other claims made against Contractor by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this Agreement.
  - a. CONTRACTOR shall be required to provide comprehensive general liability insurance coverage in the amount of one million dollars (\$1,000,000.00) combined single limit per occurrence; two million dollars (\$2,000,000.00) general aggregate. A separate additional insured endorsement shall be provided to include the DISTRICT and its officers, officials, employees, agents and volunteers as additional insured in the policy. It is agreed that insurance coverage provided by CONTRACTOR herein is endorsed as primary and noncontributory to any similar insurance or self-insurance carried by DISTRICT. The DISTRICT reserves the right to adjust its insurance requirements as needed.
  - b. Contractor [] WILL | [] WILL NOT have significant contact with students. If applicable, proof of professional liability insurance, to include one million dollars (\$1,000,000.00) per occurrence for Sexual Abuse/Molestation is also required. If applicable, CONTRACTOR will comply with the provisions of Education Code 45125 regarding the submission of fingerprints to the California Department of Justice and the completion of criminal background investigations of the CONTRACTOR and/or its employees.

Contractor agrees to hold harmless and to indemnify District for:

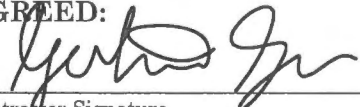
Any injury to person or property sustained by Contractor or by any person, firm or corporation employed directly or indirectly by the Contractor or by any of the individuals participating in or associated with him or her, however caused; and any injury to person or property sustained by any person, firm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

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

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

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

AGREED:

  
\_\_\_\_\_  
Contractor Signature Title  
01-0822463  
\_\_\_\_\_  
IRS Identification Number  
Director  
\_\_\_\_\_  
Title  
473 Sapena ct #7  
\_\_\_\_\_  
Address  
Santa Clara Ca 95051  
\_\_\_\_\_

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





TRACY  
UNIFIED SCHOOL DISTRICT

# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Rob Pecot, Superintendent  
**FROM:** Julianna Stocking, Assoc Supt of Educational Services  
**DATE:** March 1, 2024  
**SUBJECT:** **Approve and/or Ratify Routine Agreements which meet the Criteria for Placement on the Consent Agenda**

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

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

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

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

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

**Prepared by:** Julianna Stocking, Associate Superintendent for Educational Services.

**EDUCATIONAL SERVICES**  
**March 26, 2024**  
**SUMMARY OF SERVICES**

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- A. Vendor: San Joaquin County Office of Education – Sky Mountain  
Outdoor Education Center
- Sites: All TUSD Schools
- Services: Provide an Outdoor Environmental Education Program,  
including curriculum and outdoor activities lead by trained  
instructors during the period of July 1, 2024 – June 30, 2025, for  
up to 120 students from North School, 55 students from Freiler  
School, 70 students from Kelly School, 150 students from  
Williams Middle School, 120 students from Poet Christian  
School, and 6 students from Tracy Charter School.
- Cost: The District shall pay a flat rate, not to exceed a total of  
\$109,410.00
- Funding Source: Expanded Learning Opportunities Program (ELOP)
-



# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Rob Pecot, Superintendent  
**FROM:** Julianna Stocking, Assoc Supt of Ed Services  
**DATE:** February 23, 2024  
**SUBJECT:** **Approve Agreement for Special Contract Services with Keynote Speaker Kate Garnes at Tracy High School on April 9, 2024**

**BACKGROUND:** Kate Garnes will provide “Sound Your Battle Cry: Stop Making Excuses and Take Your Life Back” keynote for Freshmen, Sophomores, and Seniors. The keynote will be presented three times and last approximately 45-60 minutes each on April 9, 2024.

**RATIONALE:** This agenda item meets LCAP Goal 2.16, focusing on the continuation of programs designed to support high school students in areas such as mental health, behavior, and attendance. Kate Garnes will deliver an inspiring keynote titled “Sound Your Battle Cry: Stop Making Excuses and Take Your Life Back,” aimed at cultivating self-determination and agency among high school students. Emphasizing the significance of personal empowerment and resilience in navigating challenges, Garnes advocates for individual accountability and the provision of support and resources to facilitate effective decision-making. The overarching objective of this program is to furnish students with the necessary tools and resources to surmount obstacles, enhance their mental well-being, and academic and personal success.

**FUNDING:** This contract is \$3,000.00 and will be paid using LCAP funds.

**RECOMMENDATION:** Approve Agreement for Special Contract Services with Keynote Speaker Kate Garnes at Tracy High School on April 9, 2024.

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

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and Kate Games, 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: Kate will provide "Sound Your Battle Cry: Stop Making Excuses And Take your Life Back" keynote for Freshman, Sophomores, and Seniors. The keynote will last approximately 45-60 min and be done 3 times on April 9th, 2024.

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 3-3.5 ( ) [ ] HOURS [1] DAYS, under the terms of this agreement at the following location Tracy High School Main Gym.

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

- a. District shall pay \$3,000 per [ ] HOUR [ ] DAY [X] FLAT RATE, not to exceed a total of \$3,000. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
- b. District [ ] SHALL [X] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$0 for the term of this agreement.
- c. District shall make payment on a [ ] MONTHLY PROGRESS BASIS [X] SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.

- 4. The terms of the agreement shall commence on April 9, 2024, and shall terminate on April 9, 2024.

- 5. This agreement may be terminated at any time during the term by either party upon 45 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, Meagan Strelka, at (209) 830-3360 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.
8. Contractor enters into this Agreement as an independent contractor and not as an employee of the District. The Contractor shall have no power or authority by this Agreement to bind the District in any respect except as provided herein. Nothing in this Agreement shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Contractor are employees, agents, contractors or subcontractors of the Contractor and not of the District. The District shall not be obligated in any way to pay any wage claims or other claims made against Contractor by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this Agreement.
  - a. CONTRACTOR shall be required to provide proof (Certificate of Insurance) of comprehensive general liability insurance coverage in the amount of one million dollars (\$1,000,000.00) combined single limit per occurrence; two million dollars (\$2,000,000.00) general aggregate. A separate additional insured endorsement shall be provided to include the DISTRICT and its officers, officials, employees, agents and volunteers as additional insured in the policy. It is agreed that insurance coverage provided by CONTRACTOR herein is endorsed as primary and noncontributory to any similar insurance or self-insurance carried by DISTRICT. The DISTRICT reserves the right to adjust its insurance requirements as needed.
  - b. Contractor  WILL  WILL NOT have significant contact with students. If applicable, proof of professional liability insurance, to include one million dollars (\$1,000,000.00) per occurrence for Sexual Abuse/Molestation is also required. If applicable, CONTRACTOR will comply with the provisions of Education Code 45125 regarding the submission of fingerprints to the California Department of Justice and the completion of criminal background investigations of the CONTRACTOR and/or its employees.

Contractor agrees to hold harmless and to indemnify District for:

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

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



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

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

**AGREED:**

\_\_\_\_\_  
Contractor Signature Title

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Address

\_\_\_\_\_

\_\_\_\_\_  
Tracy Unified School District

\_\_\_\_\_  
Date

\_\_\_\_\_  
Account Number to be Charged

\_\_\_\_\_  
Department/Site Approval

\_\_\_\_\_  
Budget Approval

\_\_\_\_\_  
Date Approved by the Board

# **SPEAKING AGREEMENT**

*Speaker: Kate Garnes*

This Speaking Agreement will assist you in planning, and will provide you with the information needed to schedule your speaker's time with you.

*Please note— This signed agreement plus a \$500 deposit is required before the event can be confirmed. Please return this agreement to us at the following address:*

**Kate Garnes  
640 Dharma Circle  
Winter Garden, FL 34787**

## **Speaker Contact**

General Manager: Kate Garnes  
Phone: 573-489-6324

## **Event Information**

Event Date: April 9, 2024  
Event Name: Tracy High School Gladiators  
Location: Tracy High School  
Host: Cameron Chitwood

## **Program Details**

Kate will provide "Sound Your Battle Cry: Stop Making Excuses And Take Your Life Back" keynote lasting (approximately 45 -60 min) 2 to 3 times on April 9th, 2024.

## **Finances**

### **Participant's Fee**

Speaking Honorarium - \$3000  
Travel and accommodations are covered in the above speaker fee.  
(Please make checks payable to Kate Garnes)

**Balance in full due at or before event.**

*NOTE: This document may be used as a contract AND an invoice*

Kate will be asking roughly 4 students to join her on stage to teach their favorite dance moves. Kate will need about a 2 minutes of upbeat music for the students to dance to. Kate also has a powerpoint slide that contains her social media information, if there is a way to project it. This is the only powerpoint slide kate will have.

Please sit audience directly in front of Kate in a theater style setting.

If Kate is speaking at a school, she prefers to have the assembly in an auditorium. If a gymnasium is the only option, Kate asks that if the student must sit on both sides of the gym, that the microphone be wireless and have no issues with feedback while moving around the gym floor. If at all possible to have all the students on one side of the gym, this is preferred.

The audience should be seated as close to the stage as possible.

A bottle of water near the stage would be greatly appreciated.

**Accepted and Agreed:**

---

Host Signature

Printed

Date



1/08/2024

Kate Garnes (speaker)

Date of Confirmation

## Requirements/Rider

*In order to ensure the best possible environment for your audience, the following must be in place before Kate Garnes will be able to speak.*

### **Deposit**

A deposits of \$500 is due upon contract acceptance; balance in full due at or before event

*NOTE: This document may be used as a contract AND an invoice. If a deposit is not possible, let Kate know at [kate@kategarnes.com](mailto:kate@kategarnes.com).*

### **Rights Reserved**

Audio or video taping of Speaker's program is allowed only when the Speaker has granted written permission and the Speaker is guaranteed a first generation copy for his files.

### **Product Sales**

Speaker may plan to sell product at your event. In venues where sales tax or other fees are required, we ask that we have written notification prior to the event with the details of those expenses. No revenue splits.

### **Cancellation & Refund Policy**

To receive a full refund of your deposit, written cancellation must be received within 45 days of event. A cancellation fee of 50% of contract value plus all travel expenses incurred will be charged for cancellations made less than 45 days of event date.

In the event of sickness of or accident to your speaker, or if an event is rendered impossible due to an emergency beyond control of speaker or host, it is understood and agreed that there shall be no claim for damages by either party. In the event of such nonperformance for any of the reasons listed above, fees will be waived.

### **Other Speaker Needs**

Audio requirements include a quality sound system which has been tested for proper operation. Microphone preferences are a cordless, hand held microphone, or a lapel if available. If not, the microphone should allow for at least 30 feet of cord.

## **MICROPHONE**

Order of preference for microphone:

- 1) Wireless handheld microphone.
  - 2) Hands free microphone (lapel or country-man mic)
  - 3) Handheld microphone with at least 30 feet of cord.
- Sound System has been tested for proper operation.

## **STAGE / LIGHTS**

Kate prefers a well-lit stage that is open and empty. She does not need a podium. Please leave the house lights on enough so that Kate can see the audience from stage.

## **SEATING ARRANGEMENT**

Please sit audience directly in front of Kate in a theater style setting.

If Kate is speaking at a school, she prefers to have the assembly in an auditorium. If a gymnasium is the only option, Kate asks that if the student must sit on both sides of the gym, that the microphone be wireless and have no issues with feedback while moving around the gym floor. If at all possible to have all the students on one side of the gym, this is preferred.

The audience should be seated as close to the stage as possible.

A bottle of water near the stage would be greatly appreciated.

## **RESOURCE TABLE**

If sales are allowed at the venue, Kate would appreciate a small table to put her books or merchandise on to be easily seen. Kate can share resources and autograph merchandise for your group.

If possible, Kate would prefer to have a few minutes after the talk to be able to sign autographs, take pictures and continue to connect with your students. If the event is at a school, she asks that an administrator or advisor be present at all times after the talk while students are speaking with her.

## **OTHER NOTES**

One bottle of water would be greatly appreciated.



The Client is responsible for sharing these requirements with the appropriate parties (tech crew, planning committee, etc.). It is very important to distribute this sheet. If these requirements are not followed, Kate does not guarantee the success of her speech.

## **INTRODUCTION**

Coming in at 5'1 and fierce, meet Kate Garnes.

Originally from the great state of Missouri, Kate was an only child raised by a strong single mom, on unsweet tea, playing outside, and old school Nickelodeon cartoons. Growing up small compared to others her age, Kate always chased the illusion of perfection, which of course is impossible. In working with youth for over ten years, Kate can see the same chase for perfection in teens that she saw in herself. She uses her story of being told she was never good enough to being a performer at Walt Disney World to becoming a published author and gladiator, not because anyone saved her, but because she learned how to save herself.

Please welcome Kate Garnes!

## **Bio if needed**

Coming in at 5'1 and fierce, meet Kate Garnes. Kate is a speaker, choreographer, tap dancer and all around normal just girl trying to leave this world a tiny bit brighter than when she came into it.

Originally from the great state of Missouri, Kate was an only child raised by a strong single mom, on unsweet tea, playing outside, and old school Nickelodeon cartoons. Growing up small compared to others her age, Kate always felt the need to try to chase that pesky little thing called perfection, which was a losing fight. In working with youth for over ten years, Kate can see the same chase for perfection in teens that she saw in herself. She uses her story of being told she was never good enough to becoming a performer at Walt Disney World to becoming a gladiator, not because anyone saved her, but because she learned how to save herself.

Kate is luckily enough to have called the stage home since she was a young girl. Kate has performed as a dancer and actor in Orlando, Florida including Walt Disney World, Universal Orlando, Seaworld Orlando, Legoland and recently joined the Shake the Ground Dance Competition tour as their resident Emcee. In 2019 Kate published her first book, based on her keynote talk.

Kate's energy, humor, and genuine love for others has captivated audiences from California to Florida.

For more info, check out

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



# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Rob Pecot, Superintendent  
**FROM:** Julianna Stocking, Associate Superintendent of Educational Services  
**DATE:** March 4, 2024  
**SUBJECT:** **Ratify Overnight Travel for the Tracy High School (THS) Mock Trial Team and Advisors to attend the Mock Trial State Championship in Los Angeles, CA March 21-24, 2024**

**BACKGROUND:** The Tracy High School (THS) Mock Trial Team consisting of 17 students, one Advisor and one Coach will travel to Los Angeles, CA, for the State Championship. The THS team earned first place in Mock Trial for San Joaquin County and will advance to the state level of competition. An additional student for West High School, county journalist award winner, will be joining us under the title of San Joaquin County Champions.

**RATIONALE:** The Mock Trial competition involves students playing the roles of attorneys and witnesses in a courtroom presentation. This competition involves aspects of drama, debate, and critical thinking. The San Joaquin County Office of Education (SJCOE), in cooperation with other counties throughout the state, organizes and underwrites this program. This aligns with Strategic Goal #4 (Developing the Whole Student).

**FUNDING:** Lodging and transportation expenses will total \$5,000.00. The SJCOE will reimburse expenses up to \$3,000.00 and will also cover entry fees. The District and THS will split the remaining cost of lodging and transportation. Individuals will be responsible for their own meal expenses. Advisor meals will be paid for by the District (approximately \$400.00).

**RECOMMENDATION:** Ratify Overnight Travel for the Tracy High School (THS) Mock Trial Team and Advisors to attend the Mock Trial State Championship in Los Angeles, CA March 21-24, 2024.

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



# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Rob Pecot, Superintendent  
**FROM:** Julianna Stocking, Associate Superintendent for Educational Services  
**DATE:** February 27, 2024  
**SUBJECT:** **Approve Overnight Travel for Merrill F. West High School Music Program Philharmonic and Choir to attend Disneyland and Workshop in Anaheim, CA on April 12-14, 2024**

**BACKGROUND:** Merrill F. West High School will be traveling to Disneyland in Anaheim on April 12<sup>th</sup> through 14<sup>th</sup>, 2024 for a Workshop. Sixty performers, one teacher will attend this event and stay at an Anaheim area hotel. Director Jonathan Raman will chaperone along with ten District approved parents throughout the duration of the trip. Traveling by District charter buses. Students participate in a workshop designed by Disney’s Imagination Campus.

**RATIONALE:** The trip will provide fundamental skills like intonation, balance, and tone quality, while learning how phrasing, dynamics, and articulations can add emotion to any piece of music. Disney music professionals will share the high expectations of being a professional musician and how to succeed in the field. This aligns with Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or career goals.

**FUNDING:** West High Music Boosters will pay transportation costs for District charter buses. Fundraisers, provided by West High Music Booster will help aid with individual student payment of \$700-\$800. The individual Music Students volunteering for this trip will submit to West High Music Boosters monthly installment payments of \$50-\$100 to balance fees not achieved by planned fundraisers. Payments include 2 nights Hotel accommodations and included three meals. Volunteer individual Music students will pay for additional food and miscellaneous expenses at destination.

**RECOMMENDATION:** Approve Overnight Travel for Merrill F. West High School Music Program Philharmonic and Choir to attend Disneyland and Workshop in Anaheim, CA on April 12-14, 2024.

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



## EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Robert Pecot, Superintendent  
**FROM:** Julianna Stocking, Associate Superintendent of Educational Services  
**DATE:** March 5, 2024  
**SUBJECT:** **Approve Overnight Travel for Kimball High School Senior Class to attend Grad Night at Universal Studios Hollywood in Universal City, CA on May 23-24, 2024**

**BACKGROUND:** The graduating class of 2024 will travel by chartered busses to Universal Studios Hollywood. 200 Kimball students, 8-10 chaperones and 2 administrators will attend this event. Attending students met Senior requirements and academic arrangements have been made for those who plan to attend.

**RATIONALE:** It has been a tradition to send graduating seniors off to a fun location to celebrate their exit from high school. Kimball High Seniors have chosen Universal Studios Hollywood, located in Universal City, California. They will leave Kimball High the morning of May 23, traveling by chartered bus(s) to travel to Universal City, California. After the all-night event, students will return to Tracy on Friday, May 24. This incentive opportunity aligns with Strategic Goal #1 Prepare all students for college and careers and ensure all students meet grade level standards.

**FUNDING:** The total cost per participant will be \$399, which includes entrance and transportation. Funding for this trip will be paid through personal funding for the participants electing to participate in this event and ASB Senior Class of 2024 for chaperones.

**RECOMMENDATION:** Approve Overnight Travel for Kimball High School Senior Class to attend Grad Night at Universal Studios Hollywood in Universal City, CA on May 23-24, 2024.

**Prepared by:** Mr. William Maslyar, Kimball High School Principal.





# HUMAN RESOURCES MEMORANDUM

**TO:** Dr. Robert Pecot, Superintendent  
**FROM:** Tammy Jalique, Associate Superintendent of Human Resources  
**DATE:** March 8, 2024  
**SUBJECT:** Approve Resignations/Retirements/Leave of Absences for Classified, Certificated, and/or Management Employees.

**BACKGROUND:**

**MANAGEMENT/CLASSIFIED  
CONFIDENTIAL RESIGNATION**

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
Bogarin, Rita Personnel Technician for Substitute Employees	DEC	3/1/2024	Personal
Brown, Sean Director of Special Education	DEC/SPED	3/8/2024	Personal
Lopez, Juan	SWP	2/17/2024	Resigned to accept Principal position at SWP

**BACKGROUND:****CERTIFICATED RESIGNATION**

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
Abdollahzadeh, Cameron Teacher	NES	06/30/2024	Personal
Atwal, Pardeep Teacher	CES	05/31/2024	Personal
Castaneda, Pedro Teacher	SWP	06/30/2024	Personal
Cicero, Bryan Teacher	WHS	06/30/2024	Personal
Fiadoyor, Elias Teacher	THS	06/30/2024	Personal
Inthavong, Kayla Teacher	FES	06/30/2024	Personal
Jimenez, Griselda Teacher	GKES	6/30/2024	Personal
Keeney, Gina Teacher	WHS	06/30/2024	Personal
Le, Jonathan Teacher	WHS	06/30/2024	Personal
Moore, Sophia Teacher	NES	02/27/2024	Personal
Ramsey, Betsey Teacher	CES	06/30/2024	Personal
Rege, Shilpa Teacher	VES	06/30/2024	Personal
Salmassy, Paul Teacher	WHS	06/30/2024	Personal
Spencer, Cassye Teacher	MES	06/30/2024	Personal

Staley, Stephanie Teacher	VES	06/30/2024	Personal
Tiscareno, Victoria Food Service Worker	HES	03/17/2024	Accepted Position
Williams, Joshua Teacher	KHS	06/30/2024	Personal

**BACKGROUND:**

**CERTIFICATED RETIREMENTS**

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
Martin, Ferne Teacher	FES	6/30/2024	Retirement
Moehnke, Randy Teacher	WHS	06/04/2024	Retirement

**BACKGROUND:**

**CLASSIFIED RESIGNATION**

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
Aguilar, Alexandra Clerk Typist I	HES	3/19/24	Accepted Position
Balatayo, Oliva Food Service Worker	WMS	3/22/24	Personal
Garibay-Samuels, Jody Clerk Typist I	VES	2/29/24	Accepted Position
Harvey, Neville Para Educator I	CES	3/24/24	Accepted Position
Marquez, Maria Special Education Para Educator	Stein/TYAP	2/29/24	Accepted Position
Reyes, Veronica School Supervision Assistant	MES	2/23/24	Personal

**BACKGROUND:**

**COACH RESIGNATION**

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
Lassiter, Bryce Boys' JV Soccer	KHS	2/29/24	Personal
Madison, Robert Boy's Frosh Basketball	KHS	2/5/24	Personal
Rhinehart, Mackenzie Pep Squad Assistant Advisor	THS	2/29/24	Personal

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

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



# HUMAN RESOURCES MEMORANDUM

**TO:** Robert Pecot, Superintendent  
**FROM:** Tammy Jalique, Associate Superintendent of Human Resources  
**DATE:** February 27, 2024  
**SUBJECT:** Approve Classified, Certificated, and/or Management Employment

**BACKGROUND:**

**MANAGEMENT/CLASSIFIED**  
**CONFIDENTIAL**

Aguilar, Alexandra

Human Resources Clerk (Replacement)  
District Office/Human Resources  
Range LMH 7, A - \$27.55 per hour  
Fund: General

Etcheverry, Renee

Personnel Technician for Substitute Employees  
(Replacement)  
District Office/Human Resources  
Range LMH 13, Step C - \$34.83 per hour  
Fund: General

Lopez, Juan

South/West Park Elementary School  
Principal (Replacement)  
LME 54, Step E - \$55,454.00  
Fund: General



**BACKGROUND:**

Neverson, Jazmyn

**CERTIFICATED**

Jacobson Elementary  
SDC TK-2 ESN (Replacement)  
“A”, Class III, Step I - \$19,677.00  
Fund: Special Education

**BACKGROUND:**

Dayal, Shareene

**CLASSIFIED**

IEP Para Educator (New)  
Tracy High School  
Range 24, Step C - \$19.14 per hour  
Fund: Special Education

Garibay-Samuels, Jody

Elementary School Attendance Clerk  
(Replacement)  
Villalovoz Elementary School  
Range 28, Step E - \$23.05 per hour  
Fund: General

Harvey, Neville

Special Education Para Educator I (Replacement)  
Central Elementary  
Range 27, Step C - \$20.53 per hour  
Fund: Special Education

Hoxie, Rachelle

School Supervision Assistant (Replacement)  
Hirsch Elementary School  
Range 21, Step E - \$19.55 per hour  
Fund: General Fund - Unrestricted

Kaur, Rupinder

School Supervision Assistant (New)  
Monte Vista Middle School  
Range 21, Step B - \$17.06 per hour  
Fund: General

Marquez, Maria

Para Educator II (New)  
Stein/TYAP  
Range 30, Step E - \$24.13 per hour  
Fund: Title I

Miller, Amaya

Para Educator I (Replacement)  
Central Elementary School  
Range 24, Step B - \$18.25 per hour  
Fund: Targeted SES

Reyes, Veronica

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

Tiscareno, Victoria

Food Service Worker (New)  
South West Park Elementary School  
Range 25, Step A - \$17.86 per hour  
Fund: Child Nutrition School Program

**BACKGROUND:**

Christenson, Valerie  
Stein High School  
\$1,225.66

Gibson, Jimmy  
Tracy High School  
\$6,784.03

Ramsey, Brian  
Tracy High School  
\$5,429.67

Tango, Travis  
Kimball High School  
\$4,176.67

**COACHES**

Dodgeball Assistant

Boys' Varsity Volleyball

Track & Field Assistant

Track & Field Assistant

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

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



# HUMAN RESOURCES MEMORANDUM

**TO:** Dr. Robert Pecot, Superintendent  
**FROM:** Tammy Jalique, Associate Superintendent of Human Resources  
**DATE:** February 26, 2024  
**RE:** **Approve Teacher Internship, Student Teaching, and Practicum Students Agreement with Alliant University**

**BACKGROUND:** Tracy Unified School District encourages colleges and universities to place students in our schools to fulfill their requirements for obtaining their credential. This has aided the District in increasing the number of candidates that are available for a variety of positions within the District. A contract between Alliant University and Tracy Unified School District will expand options for meeting staffing needs. This agreement will be effective August 1, 2024, through August 1, 2027.

**RATIONALE:** By adding Alliant University credentialing program, the District will expand its pool of applicants. 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:** None.

**RECOMMENDATION:** Approve Teacher Internship, Student Teaching, and Practicum Students Agreement with Alliant University.

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



**Alliant International University**  
**California School**  
**of Education**

**MEMORANDUM OF UNDERSTANDING**  
**Between**  
**ALLIANT INTERNATIONAL UNIVERSITY, INC. A CALIFORNIA PUBLIC BENEFIT**  
**CORPORATION**  
**And**  
**TRACY JOINT UNIFIED SCHOOL DISTRICT**

Alliant International University, Inc., a California Public Benefit Corporation (the "University"), and Tracy Joint Unified School District (the "District") agree to the following conditions that apply to Practicum Students, Student Teachers, and Teacher Interns (collectively, "Interns") who are or will be enrolled in the Teacher Credential Program, the MA/PPS: School Psychology Program or School Counseling Program through the California School of Education at Alliant International University and will be serving their Practicum or Internship in the District. Interns nominated by either the University or the District shall be mutually acceptable by both the University and the District, and shall be subject to a mutually acceptable placement within the District. This Memorandum of Understanding shall become effective August 01, 2024 for a period of three (3) calendar years. This Memorandum of Understanding may be terminated by either party with sixty (60) days' written notice, unless both parties agree to an earlier termination date. Any termination of the Memorandum of Understanding by either party shall not affect the status of any Intern who has been placed with the District prior to the effective date of termination.

**The University agrees and certifies that:**

1. Each Candidate shall have met the Basic Skills Requirement by way of California Basic Educational Skill Test (CBEST) or other exam option, coursework option, or combination option and, for Student Teachers and Teacher Interns, required subject matter competency is required prior to Clinical Practice clearance for Student Teachers (Clinical Practice III) or Intern (Clinical Practice I).
2. Each Candidate shall possess a minimum of a Bachelor's Degree, documented by official transcripts with a minimum overall GPA of 2.5. Candidates must have a minimum of 3.0 GPA to be recommended for a credential (Intern, Preliminary, or Clear).
3. Each Teacher Intern shall have a minimum of 120 hours of verified pre-service experience with students in educational settings. Each School Psychology Intern shall have a minimum of 450 hours of verified Practicum Experience and 1200 hours of Culminating Field Experience or Internship, and each School Counseling Intern shall have a minimum of 100 hours of verified Practicum Experience and 800 hours of Culminating Field Experience or Internship.
4. Each Teacher Intern and/ or Student Teacher candidate shall have passed U.S. Constitution coursework or examination.
5. Each Candidate shall be provided adequate supervision, advice, encouragement and support, as appropriate, by University personnel, including but not limited to the University faculty and the University field supervisor as directed by the California Commission on Teacher Credentialing Standards.

6. University Supervisors will observe and evaluate Teacher Interns via the Assessment Management System at least three (3) times during an 8-week term and provide annotated feedback via the Assessment Management System for the video observation(s).
7. Alliant Personnel will correspond with District Employed Supervisors, District Support Providers (Interns) and Cooperating Teachers (Student Teachers) at the beginning of the Candidate's field experience in order to support the Candidate.
8. For Teacher Education programs, District Support Providers will be required to provide support and guidance an average 5 hours per week documented using Alliant's matrix/tool as aligned with the Teacher Performance Expectations (TPE) established by the Commission on Teacher Credentialing (CTC).
9. The University agrees to pay a stipend to Cooperating Teachers for Student Teachers in the amount of \$175 per 8-week term.
10. The University understands that all Student Teacher Candidates, Interns, and PPS Candidates are required to adhere to all state and local health orders.
11. If the University finds that an Intern performs below standards acceptable to the University, after appropriate support and advice have been exhausted and the Intern has been withdrawn from the program, the University is to provide immediate written notification to the District.

### **FINGERPRINT**

The University shall comply with the requirements of California Education Code Section 45125.1, and perform the following acts:

- A. Require all students and employees of University who may enter a school site during the time that pupils are present to submit their fingerprints in a manner authorized by the California Department of Justice (the "CDOJ");
- B. Prohibit students and employees of University from coming into contact with pupils until the CDOJ has ascertained that the student or employee has not been convicted of a felony as defined in California Education Code Section 45122.1;
- C. Certify in writing to the District that neither University nor any of University's employees or students who may enter a school site during the time that pupils are present have been convicted of a felony as defined in California Education Code Section 45122.1 and provide such certification to the District administrator for this contract; and
- D. Provide a list of the names of University's students and employees who may have contact with pupils to the District administrator for this contract. This list shall be updated for student and employee changes and shall list students and employees by appropriate school site.
- E. The District may require the University and its students who may have contact with pupils to submit to additional background checks at the District's sole and absolute discretion

### **TB CLEARANCE**

University certifies that all personnel providing services to students of the District are adequately screened so as to prevent the assignment of personnel who may pose a threat to the safety and welfare of students and that such personnel shall provide evidence of freedom from tuberculosis within the past sixty (60) days before starting service at the school site. TB Clearance is required at the point of Clinical Practice I clearance for California Student Teachers and Arizona Alternative Educators.

**The District agrees and certifies that:**



1. The purpose of the Internship Program is to add to the pool of qualified teachers, school psychologists, or school counselors that the District has continually sought to maintain.
2. The District and the University, in partnership, will ensure School Counseling candidates meet with their supervisor for one (1) hour of individual or one-and-one half (1.5) hours of small group (limited 8 candidates per group) supervision per week.
3. The District and the University, in partnership, will ensure that Site Supervisors for School Counselors meet the following qualifications: (1) Possession of a valid PPS School Counselor Credential (2) Minimum of two (2) years PPS experience as appropriate to the candidate's fieldwork setting. (3) The supervisor is responsible to undergo training in models of supervision, the SCPEs, and program fieldwork requirements and share responsibility for the quality of field experience, design of field experiences, quality of clinical progress, and assessment and verification of candidate competence.
4. The District and the University, in partnership, will ensure that the Site Supervisors for School Psychologists meet the following qualifications: (1) Possession of a PPS School Psychologist Credential (2) Minimum of three (3) years of experience as professional in the field. (3) Knowledge of context and content appropriate to the practicum experience.
5. The Intern's services shall meet the instructional or service needs of the District.
6. The District and Student Teacher or Intern agree to provide quality educational experience to their students through in-person learning environments. Online schools, independent study programs, and home schools are prohibited as placements for Interns. When candidates are teaching at online schools, independent study programs, or home schools, the required experience may be challenging and, in some cases, impossible to achieve. Program must consider if the employment setting is appropriate for learning to teach and if the program will ensure that the Interns, Student Teachers, PPS candidates can get the significant experiences required to complete their course work in their programs. This includes the ability to teach whole groups of students. Decisions regarding fieldwork placements, including placements as a teacher of record, are the responsibility of the program, not the candidate nor the employer.
7. The District and Student Teacher or Intern understand they will be requested to use Video Progress Assessments, Teacher Candidates are required to show their ability to conduct a lesson to, at minimum, a small group of at least 4 students.
8. Each Intern shall be assigned as an Intern/Teacher of Record under a contract with an appointment of at least .60 FTE of their workday, and placed in a job that shall allow for substantial experience in instructional or service duties.
9. No appointment shall be made unless the prospective Intern provides proof of fingerprint clearance of a criminal background check or a photocopy of a California teaching permit, and verification that they are free from tuberculosis.
10. No Intern shall displace any fully credentialed employee in the District.
11. Each Intern shall be provided adequate supervision, advice, encouragement and support, as appropriate, by District personnel, including but not limited to both an immediate field supervisor and an in-district mentor as directed by the California Commission on Teacher Credentialing Standards.
12. The District and the University, in partnership, must provide support for each Alliant candidate.

13. For Teacher Education the District and University, in partnership, must provide a minimum of 189 hours annually of support for each teacher intern (45 hours of which will be dedicated to ELL support).
14. The Intern's salary shall not be reduced to pay for the supervision of the Intern.
15. The District/School agrees that Student Teacher Candidates shall not receive compensation for hours accrued during their Clinical Practice field experiences.
16. District Support Providers will correspond with Alliant Personnel at the beginning of the candidate's field experience in order to support the candidate.
17. The District Support Provider will support and provide guidance for an average of 5 hours per week as documented using Alliant's matrix/tool as aligned with the Teacher Performance Expectations (TPE) established by the Commission on Teacher Credentialing (CTC).
18. District Site Support Providers must hold credentials in the same exact areas as the Interns they support and/or hold a valid, clear California Administrative Services Credential.
19. All Intern Teachers and Student Teachers must have experience working with diverse student populations including English Language Learners (ELLs), students with disabilities, and students from varying socioeconomic statuses. For Clinical Practice placements, 10% of each area of the student population must be comprised of each of the following: ELLs, students with disabilities, and students from a low socioeconomic background. If a candidate is in a Clinical Practice placement that falls short of the 10% threshold in any of the aforementioned areas, the District understands that for each percentage point below that threshold, the candidate will be required to observe for two (2) full days in either an ELL classroom, a Special Education classroom, or a classroom at a Title 1 school, depending on the area or areas, of deficient diverse student population group(s), to gain sufficient experience in those student population groups.
20. District Support Providers for Interns, and Cooperating Teachers for Student Teachers must have a minimum of three (3) years' teaching experience, have a clear Credential in the credential area they are supervising (or a valid clear California Administrative Service Credential).
21. The program provides district-employed supervisors a minimum of 10 hours of initial orientation to the program curriculum, adult learning theory, and current content specific pedagogical and instructional practices, as well as to effective supervision approaches such as cognitive coaching. To facilitate district-employed supervisors meeting program expectations, the program ensures that district-employed supervisors remain current in the knowledge and skills necessary for effective candidate supervision.
22. Should an Intern or Student Teacher subject to this MOU fail to adhere to any of the above expectations, District will work with the University attempt to reach a mutually acceptable outcome. If a mutually acceptable outcome cannot be reached between District and the University, District reserves the right to release any Intern or Student Teacher.
23. If the District finds that an Intern performs below standards acceptable to the District, after appropriate support and advice have been exhausted and is removed from the paid Intern position by the District, the District is to provide immediate written notification to the University.

## INSURANCE

Alliant International University, Inc. shall maintain commercial general liability insurance from an insurance carrier with an AM Best rating of A- VII or better in the minimum amounts of \$1,000,000 per occurrence, \$3,000,000 general aggregate, and shall furnish proof thereof in the form of a certificate of insurance within 30 days of the effective date of this Memorandum of Understanding. Further, University agrees to maintain sexual misconduct liability insurance, at \$2,000,000 for each victim, and \$4,000,000 for each policy year.

The District shall provide and maintain commercial general liability insurance acceptable to Alliant International University, Inc., or utilize a program of self-insurance in the minimum amounts of \$1,000,000 combined single limit, \$3,000,000 general aggregate, and upon request shall furnish proof thereof in the form of a certificate of insurance within 30 days of the effective date of this Memorandum of Understanding.

The District understand and agree that Interns are not employees, contractors or agents of the University. Interns are students of the University. It is understood and agreed that the University's students are not to be considered employees of the District and therefore students are not eligible for worker's compensation insurance under the District but that the University does maintain worker's compensation insurance for student coverage. The District does not provide compensation for Student Teachers or PPS Candidates.

#### NON-DISCRIMINATION, HARASSMENT, RETALIATION CLAUSE

The University and the District agree to abide by the requirements of all federal and state laws regarding prohibited discrimination, harassment, and retaliation, as well as equal opportunity, including, but not limited to: Titles VI and VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246, as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination in Employment Act of 1975, the Americans with Disabilities Act of 1990, the Equal Pay Act, the Fair Employment & Housing Act of 1968, as amended, the California Unruh Civil Rights Act, the California Fair Pay Act, and the California Fair Employment & Housing Act of 1959, as amended.

The University and the District agree not to discriminate in their enrollment and employment practices, and will render services under this Memorandum of Understanding without regard to an individual's age, race, color, religion, creed, sex (including pregnancy, childbirth, breastfeeding, and related medical conditions), sexual orientation, gender, gender expression, gender identification, national origin, ancestry, genetic information, military or veteran status, political affiliation, disabilities, or any other legally protected status. The University and the District will not permit harassment against individuals based on any of the aforementioned characteristics, nor will they permit retaliation against any individual who makes a good faith complaint regarding discrimination or harassment. Any act of discrimination, harassment, or retaliation committed by the University or the District or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Memorandum of Understanding.

#### MUTUAL HOLD HARMLESS AND INDEMNIFICATION; LIMITATION OF LIABILITY; STUDENT STATUS

The University shall hold harmless, defend and indemnify the District and its officers, employees, and agents from and against any and all losses, demands, claims, damages (including costs and attorneys' fees), or causes of action arising from any negligent act or omission or willful misconduct of the University, its officers, employees, or student teachers, incurred in the performance of this Memorandum of Understanding, but only in proportion in and to the extent that such liability, loss, expense, attorneys' fees or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the University, its officers, employees and agents.

The District shall hold harmless, defend and indemnify the University and its officers, employees, and agents from and against any and all losses, demands, claims, damages (including costs and attorneys' fees), or causes of action arising from any negligent act or omission or willful misconduct of the District, its officers, employees, or agents, incurred in the performance of this Memorandum of Understanding, but only in proportion in and to the extent that such liability, loss, expense, attorneys' fees or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the District, its officers, employees and agents.

Except for the indemnifying party's obligations pursuant to the immediately preceding two paragraphs or the other party's gross negligence or willful misconduct: (i) neither party shall be liable to the other party for any special, incidental, consequential, indirect or punitive damages (including loss of (anticipated) profits), and/or reasonable attorneys' fees and costs, arising in any way out of this Memorandum of Understanding, however caused and on any theory of liability.

Subject to the first two paragraphs of this section, a party shall have no liability to the other party for any loss suffered which arises out of any action or inaction if, in good faith, it is determined that such course of conduct was in the best interests of the parties involved and such course of conduct did not constitute gross negligence or intentional misconduct.

The parties to this Memorandum of Understanding hereby assert that no liability is assumed by either party for damages or injuries which arise from participants independently traveling to or from service sites.

The parties understand and agree that Interns are not employees, contractors or agents of the parties. Interns are students of the University. It is understood and agreed that the University's students are not to be considered employees of the District and therefore students are not eligible for worker's compensation insurance under the District but that the University does maintain worker's compensation insurance for student coverage.

The parties to this Memorandum of Understanding also agree that each is responsible only for the actions of their respective officers, agents, and employees. Neither party hereto is to be considered the agent of the other party for any purpose whatsoever, and neither party has any authority to enter into any contract or assume any obligation for the other party or to make any warranty or representation on behalf of the other party.

#### CONFIDENTIALITY

The parties acknowledge that many student educational records are protected by the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g; 34 C.F.R. Part 99, as amended ("FERPA"), and that the permission of students must be obtained before student data can be released to anyone.

The parties' mutual understanding on the treatment of Confidential Information (as defined below) is as follows:

1. The District and the University shall not, and shall not permit any of their respective employees, agents or contractors, to use, reproduce, distribute, publish, disclose, transmit or otherwise transfer, directly or indirectly, to any other person, organization or entity, any Confidential Information of the other party (or any portion thereof), except (i) to the extent necessary to perform its obligations to the other party in connection with this Memorandum of Understanding; or (ii) with the prior written permission of the other party. Each party agrees to disclose the Confidential Information of the other party solely to those of its employees, agents and contractors having a good faith need to know such information. Each party shall protect the Confidential Information of the other party by exercising at least the same measures that such party uses to protect its own confidential information of like character, which shall be no less than a reasonable standard of care. Each party shall be held responsible for any and all breaches of this paragraph by or through any employee, agent or contractor of such party. Each party shall (x) inform all employees, agents and contractors having access to any or all of the Confidential Information of the other party of the existence of this Memorandum of Understanding and the confidentiality obligations set forth herein; and (y) take sufficient steps to cause such employees, agents and contractors to observe the confidentiality obligations set forth herein. If either party or one of their employees, agents or contractors is compelled (by deposition, interrogatory, request for documents, subpoena, civil investigation demand or similar process) to disclose any of the Confidential Information of the other party, that party shall provide the other party with prompt prior written notice of such compulsion so that the other party may seek, at its own expense, a protective order or other appropriate remedy or, if appropriate, waive compliance with the terms of this Memorandum of Understanding.
2. As used herein, "Confidential Information" means all confidential information in documents or other tangible materials clearly marked as proprietary or confidential about, or disclosed by, either party to this Memorandum of Understanding, including knowledge, technical and business information relating to such party's products, research and development, production, costs, engineering processes, artwork, designs, computer software, formulas, methods, ideas, concepts, contemplated new services, improvements,

associations with other organizations, profit or margin information, finances, customers, suppliers, marketing, and past, present or future business plans and business arrangements, and information concerning employees (including, in the case of the University and the District, faculty), Interns, and students or prospective students (provided any disclosure relating to any student or prospective student is permitted by and carried out in accordance with FERPA). Notwithstanding the foregoing, no information shall be deemed Confidential Information if such information: (i) is generally known to the public on the date of disclosure of same or becomes generally known to the public after such date through no breach of this Memorandum of Understanding or any other obligation of confidentiality; (ii) was known by the party receiving such information under this Memorandum of Understanding (the "Receiving Party") without any obligation to hold it in confidence at the time of disclosure; (iii) is received by the Receiving Party after the date of disclosure by the other party (the "Disclosing Party") hereunder from a third party without imposition, knowledge or breach of any obligation of confidentiality; (iv) is independently developed by the Receiving Party after the date of disclosure by the Receiving Party without access to Confidential Information of the Disclosing Party; or (v) is approved for release by written authorization of the Disclosing Party.

3. The District and the University acknowledge that the University's use of the internship programs may be subject to the privacy regulations outlined in FERPA, for the handling of such information. The District shall not knowingly disclose Confidential Information to any third party in violation of FERPA. The District represents and warrants that it will comply with FERPA to the extent applicable and will instruct its employees handling Intern student information provided by the University of its obligations under FERPA. The District further agrees that it will prohibit its employees from accessing any records of any student or prospective students at the University, including Interns, without a valid business reason to access such records.

#### GENERAL TERMS

This Memorandum of Understanding contains all of the terms and conditions between the parties. This Memorandum of Understanding may be revised or modified only by mutual agreement and written amendment signed by both parties.

Each party represents and warrants to the other party that: (i) it has all requisite power and authority to execute this Memorandum of Understanding and to perform its obligations hereunder; (ii) the execution, delivery and performance of this Memorandum of Understanding have been duly authorized and approved by each party, and will not conflict with any agreement of, or law applicable to, such party; (iii) this Memorandum of Understanding is a valid and binding agreement of each party enforceable in accordance with its terms.

In addition to its representations in the immediately preceding paragraph, the District represents and warrants to the University that:

1. it is and will continue to be in compliance all applicable federal, state, and local laws, including without limitation all privacy, data protection, advertising and marketing laws, and contracts;
2. neither it nor any of its affiliates has been debarred or suspended, or engaged in any activity that is cause for debarment or suspension, pursuant to applicable state law; and
3. it shall take any and all actions, or refrain from or cease such actions, as is necessary to maintain the University's reputation, accreditation, state approvals, Title IV eligibility, and academic integrity, including, but not limited to, adherence with the U.S. Department of Education's misrepresentation regulations provided at 34 C.F.R. Part 668 Subpart F.

Neither party may, without written approval of the other, assign this Memorandum of Understanding or transfer its interest or any part thereof under this Memorandum of Understanding to any third party, except that a party may



assign its rights or obligations to a third party in connection with the merger, reorganization or acquisition of stock or assets affecting all or substantially all of the properties or assets of the assigning party.

This Memorandum of Understanding constitutes the entire understanding and agreement among the parties hereto with respect to the subject matter hereof, and there are no agreements, understandings, restrictions or warranties among the parties other than those set forth herein provided for.

If any of the sections of this Memorandum of Understanding shall be deemed invalid, void, or for any reason unenforceable, that section shall be deemed severable and shall not affect the validity and enforceability of any remaining section.

Except for ancillary measures in aid of arbitration and for proceedings to obtain provisional or equitable remedies and interim relief, including, without limitation, injunctive relief, any controversy, dispute or claim arising out of or in connection with or relating to this Memorandum of Understanding, or the breach, termination or validity thereof or any transaction contemplated hereby (any such controversy, dispute or claim being referred to as a "Dispute"), shall be finally settled by arbitration administered by Judicial Arbitration & Mediation Services, Inc. ("JAMS"), pursuant to its Comprehensive Arbitration Rules & Procedures (the "JAMS Rules"). The parties understand and agree that, by signing this Agreement, they are expressly waiving, to the fullest extent permitted by law, any and all rights to a trial before a judge or jury or hearing before an adjudicative agency, regarding any disputes and claims which they now have or which they may in the future have that are subject to arbitration under this Agreement. There shall be one neutral arbitrator that shall be mutually agreed to by the parties or, if the parties do not agree, then one shall be appointed pursuant to JAMS's procedures, in each case, within 30 business days of receipt of the demand for arbitration by the respondent(s) in any such proceeding. An arbitration pursuant to this paragraph shall take place in San Diego, California. A final award shall be rendered as soon as reasonably possible. The Arbitrator shall permit both parties to engage in reasonable pre-hearing discovery to obtain information to prosecute or defend the asserted claims. The arbitration decision or award shall be in writing. The arbitrator shall have the authority to award any relief authorized by law in connection with the asserted claims or disputes. Judgment on the decision or award rendered by the arbitrator may be entered and specifically enforced in any court having jurisdiction thereof. All arbitrations commenced pursuant to this Memorandum of Understanding, or any other related agreement or document, shall be consolidated and heard by the initially appointed arbitrator. The arbitration award or ruling shall provide for payment by the losing party of the fees and costs of the arbitration, including without limitation, the reasonable attorneys' fees and attorneys' costs incurred by the prevailing parties.

This Memorandum of Understanding, and any controversy arising out of or relating to this Memorandum of Understanding, shall be governed by and construed in accordance with the internal laws of the State of California, without regard to conflict of law principles that would result in the application of any law other than the law of the State of California.

This Memorandum of Understanding may be executed and delivered by email signature and in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument and each of which may be executed by less than all parties, each of which shall be enforceable against the parties actually executing such counterparts, and all of which together shall constitute one instrument.

The titles and subtitles used in this Memorandum of Understanding are used for convenience only and are not to be considered in construing or interpreting this Memorandum of Understanding.

All notices and other communications given or made pursuant to this Memorandum of Understanding shall be in writing and shall be deemed effectively given: (a) upon personal delivery to the party to be notified, (b) when sent by confirmed facsimile if sent during normal business hours of the recipient, and if not so confirmed, then on the next business day, (c) five (5) days after having been sent by registered or certified mail, return receipt requested, postage prepaid, or (d) one (1) business day after deposit with a nationally recognized overnight courier, specifying next business day delivery, with written verification of receipt. All communications shall be sent to the respective parties at their address as set forth on the signature page hereto, or to such facsimile number or address as subsequently modified by written notice given in accordance with this paragraph.

The Sections titled “Non-Discrimination, Harassment, and Retaliation Clause,” “Mutual Hold Harmless and Indemnification; Limitation of Liability; Student Status,” “Confidentiality,” and “General Terms” shall survive the termination of this Memorandum of Understanding.

The obligations of the parties to this MOU are subject to prevention by causes beyond the parties’ control that could not be avoided by the exercise of due care, including, but not limited to, natural disasters, riots, wars, epidemics, pandemics, or any other similar cause.

*(Signatures on following page)*

IN WITNESS WHEREOF, and intending to be legally bound, the parties have duly executed this Memorandum of Understanding by their authorized representatives as of the date first written above.

**Alliant International University, Inc.:**

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Dr. Kristy Pruitt, Dean  
California School of Education  
Alliant International University, Inc.

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Date

**Address:**

10455 Pomerado Rd.  
San Diego, CA 92131

**Tracy Joint Unified School District:**

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Tammy Jaliquqe, Assoc. Supt. for HR  
Tracy Joint Unified School District

---

Date

**Address:**  
1875 West Lowell Avenue  
Tracy, CA 95376



# BUSINESS SERVICES MEMORANDUM

**TO:** Dr. Rob Pecot, Superintendent  
**FROM:** Tania Salinas, Associate Superintendent of Business Services  
**DATE:** February 14, 2024  
**SUBJECT:** **Accept Revised Board Policy and Administrative Regulation 3554 Other Food Sales and Board Policy 3555 Nutrition Program Compliance (First Reading)**

**BACKGROUND:** Existing Board Policies and Administrative Regulations related to school nutrition are no longer current due to recent changes to school nutrition programs at the state and federal level.

**RATIONALE:** The Tracy Unified School District (TUSD) needs to review and revise current Board Policy and Administrative Regulation 3554 Other Food Sales and Board Policy 3555 Nutrition Program Compliance to reflect updated laws and language pertaining to school nutrition programs.

**FUNDING:** There is no cost.

**RECOMMENDATION:** Accept Revised Board Policy and Administrative Regulation 3554 Other Food Sales and Board Policy 3555 Nutrition Program Compliance (First Reading).

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



**TRACY**  
UNIFIED SCHOOL DISTRICT

## **BUSINESS SERVICES MEMORANDUM**

**TO:** Dr. Rob Pecot, Superintendent  
**FROM:** Tania Salinas, Assoc Supt of Business Services  
**DATE:** March 1, 2024  
**SUBJECT:** **Approve 2023-24 and 2024-25 Transportation Plan**

**BACKGROUND:** Tracy Unified School District's plan for offering transportation services to its pupils pursuant to the requirements in Education Code Section 39800.1. This plan describes the services for the 2023-24 and 2024-25 school years.

Home-to-School (HTS) Transportation Reimbursement was implemented by Assembly Bill (AB) 181 (Chapter 52, Statutes of 2022) and amended by AB 185 (Chapter 571, Statutes of 2022). It provides reimbursement funding for school districts and county offices of education (COEs) based on the prior year eligible transportation expenditures and prior year Local Control Funding Formula (LCFF) transportation related add-on funding.

**RATIONALE:** To provide reimbursement funding for school districts and county offices of education (COEs) based on the prior year eligible transportation expenditures and prior year Local Control Funding Formula (LCFF) transportation related add-on funding.

**FUNDING:** There is no cost to the District.

**RECOMMENDATION:** Approve 2023-24 and 2024-25 Transportation Plan.

**Prepared by:** Anthony Flores, Director of Maintenance, Operations, and Transportation.



## Transportation Plan 2023-24 and 2024-25

Contact Name and Title	Email and Phone
Anthony Flores, Director of Maintenance, Operations and Transportation	<a href="mailto:anthonyflores@tusd.net">anthonyflores@tusd.net</a> 209-830-3216

The following is the Tracy Unified School District's plan for offering transportation services to its pupils pursuant to the requirements in Education Code Section 39800.1. This plan describes the services for the 2023-24 and 2024-25 school years. Prior to April 1 each year, the plan will be updated for the following school year.

### Plan Descriptions

General Summary of the transportation services the Tracy Unified School District provides.

Tracy Unified School District provides school bus transportation as a service within school district boundaries and is provided from the nearest school bus stop to the student's "Home School" based on the student's home address. Boundaries are defined as an approximate two-mile radius for TK-8 students and two-and-a-half-mile radius for 9-12 students from the student's home address. The current cost for a round trip full year bus pass for the school year is \$360.00. Semester and one-way plans are also available. School Bus Transportation of students (except for Special Needs Students) is not a requirement by law in the State of California and is provided as a service to the families of Tracy



Unified School District who are within the Board Approved Busing Areas. While our transportation services and bus stops are limited, we have attempted to provide the best services available within our limited resources.

Description of the Tracy Unified School District 's transportation services that are accessible to pupils with disabilities and homeless children and youth.

Pupils with disabilities and Special Education students whose Individualized Education Plan (IEP) designates curb-to-curb transportation are eligible for free transportation services. Transportation is also available free of charge for homeless and McKenny-Vento students.

Description of how unduplicated pupils access available home-to-school transportation at no cost to the pupils.

Tracy Unified School District provides Free or Reduced cost bus transportation for our Unduplicated student population. To qualify for Free or Reduced bussing the parent or guardian is required to provide the household income information in the yearly Student Verification Process. Qualification will be based on this information using the California Department of Education income eligibility scale.

Description of how the Tracy Unified School District will prioritize planned transportation services for pupils in transitional kindergarten, kindergarten, and any of grades 1 to 6, inclusive, and pupils who are low income.

Tracy Unified School District offers bussing to our transitional kindergarten and K-6 students. Tracy Unified School District will continue to prioritize their safe and efficient transportation to and from school. Tracy Unified School District prioritizes our lower income students to guarantee they receive the best opportunity to attend school daily.

Description of how plan was developed in consultation with classified staff, teachers, school administrators, regional local transit authorities, local air pollution control districts and air quality management districts, parents, pupils, and other stakeholders.

Tracy Unified School District's Transportation Department has sought educational partner engagement through surveys, virtual meetings and public forums. Feedback was taken into consideration as to how to provide equitable and safe transportation for Tracy Unified School District's students.

In consultation with the San Joaquin Valley Air Pollution Control District, TUSD is actively engaging the conversion to Zero Emission School buses and the applicable grants provided but the SJVAP Control District. This program provides funding for the purchase and installation of charging equipment, propane filling stations and renewable power generation systems to power covered sources. Eligible applicants are public school districts, JPAs, and privately owned yellow school buses that are contracted with a public school to transport public school children.

The District sent out a staff survey to all TUSD employees and were asked to rank on a scale of 1-5 a series of questions pertaining to the quality and safety of the Transportation Department.

The Transportation Department again received high marks (4s and 5s) in two key targets: 1. The School District provides transportation for Unduplicated Students and 2. The School District provides transportation for students who have Special Needs. We received some low marks (1s and 2s) for the number of buses available and the need for more drivers. Working with Human Resources we are making better strides toward driver recruitment and hiring.

On November 8, 2023, the District held an open forum meeting where we invited parents/guardians and students to join us for a discussion regarding the Transportation Plan. The District received feedback with concerns of lack of available vans for student programs and issues with the maintenance of our district vans, including back-to-back instances of faulty tires; all of which has been addressed.

**Plan Adoption Date\***

March 26, 2024

\*Option to Provide Public Comments Remotely Was Available

# Estimated Expenditures

The following tables provide an estimate of the expenditures necessary to carry out the transportation plan.

## 2023-24 School Year

Expenditure Category (Object Code)	Estimated Expenditures
Certificated Supervisors and Administrators Salaries (1300)	0
Classified Salaries (2200-2400)	3,966,116.35
Employee Benefits (3101-3902)	1,977,968.55
Books and Supplies (4200-4400)	1,218,868.92
Services and Other Operating Expenditures (5100-5900)	182,936.28
Capital Outlay (6400-6500) *	0

64

## 2024-25 School Year

Expenditure Category (Object Code)	Estimated Expenditures
Certificated Supervisors and Administrators Salaries (1300)	0
Classified Salaries (2200-2400)	4,150,839
Employee Benefits (3101-3902)	2,063,647
Books and Supplies (4200-4400)	1,255,434
Services and Other Operating Expenditures (5100-5900)	198,671
Capital Outlay (6400-6500) *	0

\*Capital Outlay is excluded from the home-to-school transportation reimbursement funding.



# BUSINESS SERVICES MEMORANDUM

**TO:** Dr. Rob Pecot, Superintendent  
**FROM:** Tania Salinas, Assoc Supt of Business Services  
**DATE:** March 5, 2024  
**SUBJECT:** Certify 2023-2024 Fiscal Year Second Interim Report

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

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

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

Labor negotiations have not been completed for all bargaining groups for the 2023-24 school year. In addition, it should be noted that the district has been experiencing declining enrollment of approximately 250 students per year.

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

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

**RECOMMENDATION:** Certify 2023-2024 Fiscal Year Second Interim Report.

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



# BUSINESS SERVICES MEMORANDUM

**TO:** Dr. Rob Pecot, Superintendent  
**FROM:** Jaime Quintana, Director of Facilities & Planning  
**DATE:** March 6, 2024  
**SUBJECT:** **Adopt Resolution No. 23-09 to Accept the Agreement Incorporating Piggyback Contract for TK Classrooms with American Modular Systems**

**BACKGROUND:** On April 9<sup>th</sup> of 2019, the Board adopted Resolution No. 18-18 with the intent to further expand its facilities to best service and meet the needs of the Transitional Kindergarten (TK) student's population within the district. To meet the growth and needs, current facilities would need to expand to provide classrooms to the program.

**RATIONALE:** Based on the current growth and expansion of these services the district has determined that it may reduce its costs of procurement by utilizing the competitively bid Piggyback Contract, and District staff has researched the costs and terms of the Piggyback Contract and believes that the prices of the Equipment under the Piggyback Contract are reasonable, and it would be in the best interests of the District to utilize the Piggyback Contract to purchase the modular classrooms.

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

**RECOMMENDATIONS:** Adopt Resolution No. 23-09 to Accept the Agreement Incorporating Piggyback Contracting for Transitional Kindergarten with American Modular Systems.

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



**TRACY UNIFIED SCHOOL DISTRICT  
RESOLUTION NO. 23-09**

**RESOLUTION AUTHORIZING CONTRACT WITH AMERICAN MODULAR SYSTEMS FOR  
MODULAR TK CLASSROOMS PURSUANT TO PUBLIC CONTRACT CODE SECTION  
20118  
("PIGGYBACK STATUTE")**

**WHEREAS**, the Tracy Unified School District (the "District") seeks to purchase modular TK classrooms buildings, as identified in **Exhibit "A"** attached hereto ("Equipment"), from American Modular Systems ("Vendor") for the District's Bohn Elementary School, Freiler Elementary, Gladys Poet Christian Elementary, Hirsch Elementary, Jacobson Elementary, and Villalovoz Elementary school sites;

**WHEREAS**, Public Contract Code section 20111(a) requires competitive bidding of contracts for equipment, materials, or supplies, over \$114,500;

**WHEREAS**, Public Contract Code section 20118 provides that: "Notwithstanding Sections 20111 and 20112, the governing board of any school district without advertising for bids, if the board has determined it to be in the best interests of the district, may authorize by contract, lease, requisition, or purchase order, any public corporation or agency, including any county, city, town, or district, to lease data-processing equipment, purchase materials, supplies, equipment, automotive vehicles, tractors, and other personal property for the district in the manner in which the public corporation or agency is authorized by law to make the leases or purchases. Upon receipt of any such personal property, provided the property complies with the specifications set forth in the contract, lease, requisition, or purchase order, the school district may draw a warrant in favor of the public corporation or agency for the amount of the approved invoice, including the reasonable costs to the public corporation or agency for furnishing the services incidental to the lease or purchase of the personal property;"

**WHEREAS**, Santa Cruz City Schools, a California public school district, published an invitation to bid for the Facility Supply Services Contract at Various Sites, on April 10, 2020, which was advertised in the Santa Cruz Sentinel on April 8, 2020, and April 15, 2020;

**WHEREAS**, Vendor submitted a timely response to the invitation to bid;

**WHEREAS**, the Governing Board of Santa Cruz City Schools approved a contract with Vendor for the Equipment on June 10, 2020, which was later renewed through June 10, 2024 ("Piggyback Contract");

**WHEREAS**, the Piggyback Contract states that other school districts may purchase the identical items at the same price and upon the same terms and conditions pursuant to Public Contract Code section 20118;

**WHEREAS**, the District has determined that it may reduce its costs of procurement by utilizing the competitively bid Piggyback Contract, and District staff has researched the costs and terms of the Piggyback Contract and believes that the prices of the Equipment under the Piggyback Contract are reasonable, and it would be in the best interests of the District to utilize the Piggyback Contract to purchase the Equipment from Vendor;

**WHEREAS**, District staff recommends entering into an agreement with the Vendor for the Equipment ("Agreement"), in the amount not-to-exceed **Two Million, One Hundred Ninety-Four Thousand, Two Hundred Sixty and 00/100 Dollars (\$2,194,260.00)**, and on the same terms and conditions of the Piggyback Contract.

**NOW THEREFORE**, the Governing Board of the Tracy Unified School District hereby finds, determines, declares, orders, and resolves as follows:

1. That the foregoing recitals are true and correct, and the Governing Board so finds and determines.
2. That the Governing Board of the District hereby declares that it is in the best interests of the District to purchase the Equipment from Vendor via the Piggyback Contract.
3. That the Governing Board hereby approves the Agreement with Vendor, in the amount not-to-exceed **Two Million, One Hundred Ninety-Four Thousand, Two Hundred Sixty and 00/100 Dollars (\$2,194,260.00)**, on the same terms and conditions of the Piggyback Contract, and in substantially the same form attached hereto as **Exhibit "A."**
4. That the Governing Board of the District hereby authorizes the District's Superintendent and/or their designee, pursuant to this Resolution, to purchase the Equipment from Vendor via the Piggyback Contract and take any action which is necessary to carry out, give effect to, and comply with the terms and intent of this Resolution and consistent with the Public Contract Code and District Policy.

**PASSED AND ADOPTED** by the following vote of the members of the Governing Board of the Tracy Unified School District this \_\_\_\_ day of \_\_\_\_\_, 2024, by the following vote:

AYES: \_\_\_\_\_  
NOES: \_\_\_\_\_  
ABSENT: \_\_\_\_\_  
ABSTAIN: \_\_\_\_\_

**TRACY UNIFIED SCHOOL DISTRICT**

By: \_\_\_\_\_  
Board President

ATTEST: \_\_\_\_\_  
Board Clerk

**EXHIBIT A**

DISTRICT'S AGREEMENT INCORPORATING THE PIGGYBACK CONTRACT

**AGREEMENT INCORPORATING PIGGYBACK CONTRACT  
FOR TK CLASSROOMS  
WITH AMERICAN MODULAR SYSTEMS**

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This Agreement ("Agreement") is entered into between the Tracy Unified School District ("District") and American Modular Systems ("Vendor") (each a "Party" and, together, "Parties") in order to incorporate a piggyback contract for the procurement of six (6) 36' x 40' modular TK classroom buildings (collectively, the "Equipment") as follows:

**RECITALS**

**WHEREAS**, District seeks to procure the Equipment for its Bohn Elementary School, Freiler Elementary, Gladys Poet Christian Elementary, Hirsch Elementary, Jacobson Elementary, and Villalovoz Elementary school sites from Vendor in a cost-effective manner;

**WHEREAS**, California Public Contract Code section 20118 provides that:

Notwithstanding Sections 20111 and 20112, the governing board of any school district without advertising for bids, if the board has determined it to be in the best interests of the district, may authorize by contract, lease, requisition, or purchase order, any public corporation or agency, including any county, city, town, or district, to lease data-processing equipment, purchase materials, supplies, equipment, automotive vehicles, tractors, and other personal property for the district in the manner in which the public corporation or agency is authorized by law to make the leases or purchases from a vendor. Upon receipt of the personal property, if the property complies with the specifications set forth in the contract, lease, requisition, or purchase order, the school district may draw a warrant in favor of the public corporation or agency for the amount of the approved invoice, including the reasonable costs to the public corporation or agency for furnishing the services incidental to the lease or purchase of the personal property, or the school district may make payment directly to the vendor. Alternatively, if there is an existing contract between a public corporation or agency and a vendor for the lease or purchase of the personal property, a school district may authorize the lease or purchase of personal property directly from the vendor by contract, lease, requisition, or purchase order and make payment to the vendor under the same terms that are available to the public corporation or agency under the contract.

**WHEREAS**, on or about April 10, 2020, Santa Cruz City Schools ("Piggyback Public Agency") published an invitation to bid for the Facility Supply Services Contract at Various Sites, as advertised in a newspaper of general circulation in the City of Santa Cruz;

**WHEREAS**, Vendor timely responded to the invitation to bid, which is incorporated herein by this reference;

**WHEREAS**, by governing board action on June 10, 2020, Piggyback Public Agency awarded a bid for Equipment item ("Award") to Vendor based upon certain criteria as detailed in the Piggyback Public Agency's Bid Documents for the procurement of Equipment;

**WHEREAS**, Piggyback Public Agency and Vendor entered into a contract concerning the Award on June 10, 2020 (the "Piggyback Contract"), a copy of which is attached hereto as **Exhibit A** and incorporated herein by this reference;

**WHEREAS**, the Piggyback Public Agency and Vendor subsequently extended the Piggyback Contract through June 10, 2024;

**WHEREAS**, the Piggyback Contract contains a “piggyback” provision, pursuant to Public Contract Code section 20118, allowing other public agencies, including District, to purchase the Equipment from Vendor under the same terms and conditions as set forth in the Piggyback Contract;

**WHEREAS**, District has determined that, under the circumstances it is in its best interest to utilize the Piggyback Contract to procure the Equipment from Vendor; and

**WHEREAS**, Vendor wishes to provide District with the Equipment under the same terms as the Piggyback Contract.

**NOW, THEREFORE**, for and in consideration of the mutual promises and covenants herein, and for other good and valuable consideration, the Parties agree as follows:

### **TERMS AND CONDITIONS**

#### 1. Incorporation of Piggyback Contract:

1.1. This Agreement fully incorporates by this reference the following documents:

1.1.1. The Bid Manual and response incorporated herein by this reference.

1.1.2. The Piggyback Contract attached hereto as **Exhibit A**, including all other documents incorporated therein by reference or operation of law, and excluding only Piggyback Public Agency-specific drawings, if any.

1.1.3. The Vendor Quotes, dated February 12, 2024, attached hereto collectively as **Exhibit B**.

1.2. For the purposes of this Agreement, the following references in the Piggyback Contract shall have the following meanings:

1.2.1. All references to “District” or “Owner” in the Piggyback Contract shall mean Tracy Unified School District.

1.2.2. All references to “Project” shall mean the undertakings described in **Exhibit B**.

1.3. To the extent any term or condition of this Agreement is inconsistent with the Piggyback Contract, the Piggyback Contract shall control, except for provisions of this Agreement regarding the Products (as defined below), price, or delivery, which shall control over any contradictory provisions regarding Products, price, payment; or delivery in the Piggyback Contract.

#### 2. Products and Prices:

2.1. Vendor hereby agrees to sell and supply, and deliver to, the Equipment identified in **Exhibit B** (“Products”) and incorporated herein by this reference, at the prices stated therein.

2.2. Vendor hereby acknowledges and certifies that the Equipment indicated in **Exhibit B** is the same as those offered under the Piggyback Contract and the prices indicated in **Exhibit B** are equal to or less than those offered under the Piggyback Contract.

3. Delivery:

3.1. Vendor shall deliver the Equipment, according to a mutually agreeable schedule with delivery completed on or before November 30<sup>th</sup> of 2024, Shipping (F.O.B. Destination) is included in the Contract Price.

4. Payment:

4.1. The Contract Price shall not exceed **Two Million, One Hundred Ninety-Four Thousand, Two Hundred Sixty and 00/100 Dollars (\$2,194,260.00)**. The Contract Price consists of the cost of all Equipment, including, without limitation, shipping, taxes, and all work according to the Piggyback Contract.

4.2. District shall pay Vendor the Contract Price according to the payment provisions stated in the General Conditions of the Piggyback Contract.

5. Miscellaneous Provisions:

5.1. The Parties acknowledge that each of them has fully discussed the contents of this Agreement with their chosen representatives and/or legal counsel and has had the benefit of legal counsel in negotiating and drafting the terms of this Agreement. Accordingly, this Agreement shall not be construed as having been drafted by one Party or the other.

5.2. This Agreement and the attachments hereto and the documents specifically incorporated into the Agreement by reference, constitute the entire agreement between the District and Vendor. No other promises, agreements, or statements between the Parties shall be binding unless made in writing and signed by the Parties.

5.3. This Agreement and the rights and obligations of the Parties hereunder shall be construed and interpreted in accordance with the laws of the State of California. Any action or proceeding to enforce this agreement shall be commenced and maintained in the county in which the District's administrative offices are located.

5.4. The Parties hereby agree to execute all such other documents and to take all such other action as may be reasonably necessary to affect the purposes of this Agreement.

5.5. This Agreement may be executed in several counterparts and shall be deemed legally effective at such time as counterparts thereof have been duly executed on behalf of all Parties. Signature of copies and facsimile or electronic versions of this Agreement shall have the same force and effect as signature of the original. All counterparts so executed shall constitute one Agreement binding all the Parties hereto.

[REMAINDER OF PAGE INTENTIONALLY BLANK; CONTINUED ON FOLLOWING PAGE]



5.6. All notices to be given under this Agreement shall be in writing to the address of the appropriate Party as set forth below or as provided by written notice to the other Party.

ACCEPTED AND AGREED on the date indicated below:

Dated: \_\_\_\_\_, 2024

**Tracy Unified School District**

Sign: \_\_\_\_\_

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

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

Address: \_\_\_\_\_  
\_\_\_\_\_

Dated: \_\_\_\_\_, 2024

**American Modular Systems**

Sign: \_\_\_\_\_

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

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

Address: \_\_\_\_\_  
\_\_\_\_\_

**EXHIBIT A**

Piggyback Contract

[REMAINDER OF PAGE INTENTIONALLY BLANK; EXHIBIT FOLLOWS]

**EXHIBIT B**

Vendor Quotes

February 12, 2024

Tracy Unified School District  
1875 W. Lowell Ave  
Tracy, CA 95376

Re: DSA Approved TK Classrooms at Bohn Elementary School

Attn: Jamie Quintana  
Director of Facilities & Planning

American Modular Systems is pleased to provide our proposal for the DSA approved TK Classrooms at Bohn Elementary. Our pricing is based upon the AOR-provided preliminary floor plans dated 3/27/23 attached to this proposal for reference. Proposal inclusions/exclusions supersede the information provided on the preliminary floorplan.

Tracy Unified School District is utilizing the provisions of the Santa Cruz City Schools Facility Services Contract and the scope of work as listed below, and in the Inclusions and Exclusions as outlined. The omission of any item(s) not listed in the assumed scope shall not be construed to be included in this pricing.

**Base Building(s):** DSA approved library building, steel rigid frame construction, Type V non-rated construction, 20 lb roof load, 50+15 lb floor load,, 99 basic wind load, 2022 CBC, Ss = 1.141, Non-WUI area, Climate Zone 12, FOB Tracy, CA

(1) each 36'x40' TK Classroom	1,440 sf	\$ 351,510
Design & engineering fees		<u>\$ 14,200</u>
<b>Total</b>	<b>1,440 sf</b>	<b>\$ 365,710</b>

---

February 12, 2024

Tracy Unified School District  
1875 W. Lowell Ave  
Tracy, CA 95376

Re: DSA Approved TK Classrooms at Freiler Elementary School

Attn: Jamie Quintana  
Director of Facilities & Planning

American Modular Systems is pleased to provide our proposal for the DSA approved TK Classrooms at Freiler Elementary. Our pricing is based upon the AOR-provided preliminary floor plans dated 3/27/23 attached to this proposal for reference. Proposal inclusions/exclusions supersede the information provided on the preliminary floorplan.

Tracy Unified School District is utilizing the provisions of the Santa Cruz City Schools Facility Services Contract and the scope of work as listed below, and in the Inclusions and Exclusions as outlined. The omission of any item(s) not listed in the assumed scope shall not be construed to be included in this pricing.

**Base Building(s):** DSA approved library building, steel rigid frame construction, Type V non-rated construction, 20 lb roof load, 50+15 lb floor load., 99 basic wind load, 2022 CBC, Ss = 1.187, Non-WUI area, Climate Zone 12, FOB Tracy, CA

(1) each 36'x40' TK Classroom	1,440 sf	\$ 351,510
Design & engineering fees		<u>\$ 14,200</u>
<b>Total</b>	<b>1,440 sf</b>	<b>\$ 365,710</b>

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February 12, 2024

Tracy Unified School District  
1875 W. Lowell Ave  
Tracy, CA 95376

Re: DSA Approved TK Classrooms at Gladys Poet Christian Elementary School

Attn: Jamie Quintana  
Director of Facilities & Planning

American Modular Systems is pleased to provide our proposal for the DSA approved TK Classrooms at Gladys Poet Christian Elementary. Our pricing is based upon the AOR-provided preliminary floor plans dated 3/27/23 attached to this proposal for reference. Proposal inclusions/exclusions supersede the information provided on the preliminary floorplan.

Tracy Unified School District is utilizing the provisions of the Santa Cruz City Schools Facility Services Contract and the scope of work as listed below, and in the Inclusions and Exclusions as outlined. The omission of any item(s) not listed in the assumed scope shall not be construed to be included in this pricing.

**Base Building(s):** DSA approved library building, steel rigid frame construction, Type V non-rated construction, 20 lb roof load, 50+15 lb floor load, .99 basic wind load, 2022 CBC, Ss = 1.180, Non-WUI area, Climate Zone 12, FOB Tracy, CA

(1) each 36'x40' TK Classroom	1,440 sf	\$ 351,510
Design & engineering fees		<u>\$ 14,200</u>
<b>Total</b>	<b>1,440 sf</b>	<b>\$ 365,710</b>

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February 12, 2024

Tracy Unified School District  
1875 W. Lowell Ave  
Tracy, CA 95376

Re: DSA Approved TK Classrooms at Hirsch Elementary School

Attn: Jamie Quintana  
Director of Facilities & Planning

American Modular Systems is pleased to provide our proposal for the DSA approved TK Classrooms at Hirsch Elementary. Our pricing is based upon the AOR-provided preliminary floor plans dated 3/27/23 attached to this proposal for reference. Proposal inclusions/exclusions supersede the information provided on the preliminary floorplan.

Tracy Unified School District is utilizing the provisions of the Santa Cruz City Schools Facility Services Contract and the scope of work as listed below, and in the Inclusions and Exclusions as outlined. The omission of any item(s) not listed in the assumed scope shall not be construed to be included in this pricing.

**Base Building(s):** DSA approved library building, steel rigid frame construction, Type V non-rated construction, 20 lb roof load, 50+ 15 lb floor load,, 99 basic wind load, 2022 CBC, Ss = 1.216, Non-WUI area, Climate Zone 12, FOB Tracy, CA

(1) each 36'x40' TK Classroom	1,440 sf	\$ 351,510
Design & engineering fees		<u>\$ 14,200</u>
<b>Total</b>	<b>1,440 sf</b>	<b>\$ 365,710</b>

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February 12, 2024

Tracy Unified School District  
1875 W. Lowell Ave  
Tracy, CA 95376

Re: DSA Approved TK Classrooms at Jacobson Elementary School

Attn: Jamie Quintana  
Director of Facilities & Planning

American Modular Systems is pleased to provide our proposal for the DSA approved TK Classrooms at Jacobson Elementary. Our pricing is based upon the AOR-provided preliminary floor plans dated 3/27/23 attached to this proposal for reference. Proposal inclusions/exclusions supersede the information provided on the preliminary floorplan.

Tracy Unified School District is utilizing the provisions of the Santa Cruz City Schools Facility Services Contract and the scope of work as listed below, and in the Inclusions and Exclusions as outlined. The omission of any item(s) not listed in the assumed scope shall not be construed to be included in this pricing.

**Base Building(s):** DSA approved library building, steel rigid frame construction, Type V non-rated construction, 20 lb roof load, 50+15 lb floor load., 99 basic wind load, 2022 CBC, Ss = 1.137, Non-WUI area, Climate Zone 12, FOB Tracy, CA

(1) each 36'x40' TK Classroom	1,440 sf	\$ 351,510
Design & engineering fees		<u>\$ 14,200</u>
<b>Total</b>	<b>1,440 sf</b>	<b>\$ 365,710</b>

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February 12, 2024

Tracy Unified School District  
1875 W. Lowell Ave  
Tracy, CA 95376

Re: DSA Approved TK Classrooms at Villalovoz Elementary School

Attn: Jamie Quintana  
Director of Facilities & Planning

American Modular Systems is pleased to provide our proposal for the DSA approved TK Classrooms at Villalovoz Elementary. Our pricing is based upon the AOR-provided preliminary floor plans dated 3/27/23 attached to this proposal for reference. Proposal inclusions/exclusions supersede the information provided on the preliminary floorplan.

Tracy Unified School District is utilizing the provisions of the Santa Cruz City Schools Facility Services Contract and the scope of work as listed below, and in the Inclusions and Exclusions as outlined. The omission of any item(s) not listed in the assumed scope shall not be construed to be included in this pricing.

**Base Building(s):** DSA approved library building, steel rigid frame construction, Type V non-rated construction, 20 lb roof load, 50+15 lb floor load,, 99 basic wind load, 2022 CBC, Ss = 1.183, Non-WUI area, Climate Zone 12, FOB Tracy, CA

(1) each 36'x40' TK Classroom	1,440 sf	\$ 351,510
Design & engineering fees		<u>\$ 14,200</u>
<b>Total</b>	<b>1,440 sf</b>	<b>\$ 365,710</b>

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[END OF DOCUMENT]



# ADMINISTRATIVE SERVICES MEMORANDUM

**TO:** Board of Education  
**FROM:** Dr. Rob Pecot, Superintendent  
**DATE:** March 6, 2024  
**SUBJECT:** Approve “Steve Donahue Aquatic Center” as the Name for the Tracy High School Aquatic Complex and Approve “Vic Alkire Field” for Tracy High School Baseball Field

**BACKGROUND:** During the November 14, 2023, School Board meeting, the Board directed the Superintendent to form a committee to recommend names for the Tracy High School Aquatic Complex and Baseball Field. Pursuant to Board Policy and Administrative Regulation 7310, a public notice was generated, submissions were sought, and a screening committee was formed which consisted of:

1. Tania Salinas as the Superintendent’s representative, chairperson of the committee, and a non-voting member.
2. Gary Henderson, Principal of Tracy High School.
3. Brian MacDonald, Community member.
4. Lisa Bryant, Community member.
5. Julie Van Os, Community member.
6. Lucia Behnam, Tracy Unified School District student.
7. Wayne Schneider, Community member.

The committee was asked to consider proposed names, make a recommendation to the board.

Members of the public submitted six names:

1. Martin Luther King Jr.
2. Steve Abercrombie
3. Tyler Siegel
4. Peargin-Donahue
5. Steve Donahue
6. Vic Alkire

**RATIONALE:** After reviewing the policy and administrative regulation, all six candidates met the requirements of Board Policy 7310. The committee unanimously selected Steve Donahue and recommends the Tracy High School Aquatic Complex be named Steve Donahue Aquatic Center. The committee also unanimously selected Vic Alkire and recommends the Tracy High School Baseball field to be named Vic Alkire Field. The committee's selection of Steve Donahue and Vic Alkire was based on their outstanding contributions to sports and education in the Tracy community. Steve Donahue was an All-American collegiate swimmer and water polo star. He was a successful coach at Tracy High School, where his team secured numerous championships under his tenure. Mr. Donahue's experience as a teacher and principal within Tracy Unified School District emphasized his commitment to education, earning him induction into the Tracy Sports Hall of Fame in 2017. Mr. Donahue was a dedicated coach with a great love for education. Like Mr. Donahue, Vic Alkire's twenty-nine-year tenure as an educator and baseball coach at Tracy Unified exemplified his profound impact on both sports and the lives of young men. With over four hundred wins and six league championships during his eighteen-year time as the baseball coach at Tracy High School. His induction into the Tracy Sports Hall of Fame further confirms his legacy. Besides his on-field achievements, Mr. Alkire was celebrated for his role as an educator who instilled values of discipline, and success in his players, serving as a positive role model for the community.

**FUNDING:** There is no cost to this action.

**RECOMMENDATION:** Approve "Steve Donahue Aquatic Center" as the Name for the Tracy High School Aquatic Complex and Approve "Vic Alkire Field" for Tracy High School Baseball Field.

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



**TRACY**  
UNIFIED SCHOOL DISTRICT

## **BUSINESS SERVICES MEMORANDUM**

**TO:** Dr. Rob Pecot, Superintendent  
**FROM:** Tania Salinas, Assoc Supt of Business Services  
**DATE:** March 1, 2024  
**SUBJECT:** **Certify Corrective Action to the 2022-23 Findings and Recommendations of the Independent Annual Financial Report**

**BACKGROUND:** The board was presented with the annual independent audit in March. The audit included one finding. Each year the Superintendent is required to certify that all corrective actions to the annual independent audit have been reviewed and filed by the district's Governing Board. The Superintendent is also required to assure that corrective procedures have been implemented and will be used in the ensuing years.

**RATIONALE:** The attached forms document the corrective actions to the audit finding.

**FUNDING:** None.

**RECOMMENDATION:** Certify Corrective Actions to the 2022-23 Findings and Recommendations of the Independent Annual Financial Report.

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



**AUDIT FINDING CORRECTIVE ACTION**  
**2022-2023**

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**Tracy Unified School District - Includes Tracy Independent Study Charter  
School**

San Joaquin County, California

**FINDING CATEGORY** Internal Control - Material Audit Adjustments

**FINDING #** 1

**PAGE:** # 96

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**Describe below specific corrective action used in resolving audit finding:**

Specifically address each individual item within the finding. Be certain that your responses are clear and concise. You will need to provide all documentation which supports the specific action taken toward resolving the finding; i.e., copies of amended reports, corrective action plans, etc.

**Attach all pertinent documentation. Number of attachments for this finding:**   1  

A journal entry will be made to correctly reflect the payable in the correct year. The Director of Financial Services and Budget Analyst will perform a more in-depth analysis of the year-end procedures and review accounting procedures with appropriate staff to ensure financial transactions are accurately reflected in the district's financial statements. This will be added to the year-end checklist.

The following finding represents a material weakness related to the financial statements that are required to be reported in accordance with *Government Auditing Standards*.

Five Digit Code 30000	AB 3627 Finding Type Internal Control
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**2023-001      Material Audit Adjustments (30000)**

**Criteria**

Management is responsible for the design, implementation, and maintenance of internal controls to ensure the financial statements are free from material misstatement, whether due to error or fraud. Additionally, management is responsible for the preparation and fair presentation of the financial statements in accordance with generally accepted accounting principles (GAAP).

**Condition**

During the review of the accounts payable detail, we noted that the prior year accounts payable were not properly reversed in the current year after being paid. An adjustment was necessary to correct the error.

**Cause**

The error appears to be management oversight during the fiscal year end closing review.

**Effect**

Audit adjustment was necessary in order for the District's financial statements to be fairly stated, in all material effect.

**Recommendation**

We recommend management strengthen the oversight of the year-end closing process to ensure financial transactions are accurately reflected in the district's financial statements.

**Repeat Finding**

No.

**Corrective Action Plan and Views of Responsible Officials**

A journal entry will be made to correctly reflect the payable in the correct year. TUSD will perform a more in-depth analysis of the year-end procedures and review accounting procedures with appropriate staff.





# BUSINESS SERVICES MEMORANDUM

**TO:** Dr. Rob Pecot, Superintendent  
**FROM:** Tania Salinas, Associate Superintendent for Business Services  
**DATE:** March 5, 2024  
**SUBJECT:** **Accept the Fiscal Year 2022-23 Annual Financial Audit**

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

**RATIONALE:** The audit for the 2022-23 fiscal year is complete and will be presented to the governing board for approval. The audit document represents the results of work completed in accordance with GASB Statement Number 34. The financial report states that in the auditor's independent opinion, the district's records represent fairly, in all material respects, the financial position of the Tracy Unified School District at June 30, 2023.

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

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

**RECOMMENDATION:** Accept the Fiscal Year 2022-23 Annual Financial Audit.

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



February 29, 2024

To the Governing Board  
Tracy Unified School District  
Tracy, California

We have audited the financial statements of Tracy Unified School District (District) as of and for the year ended June 30, 2023, and have issued our report thereon February 29, 2024. Professional standards require that we advise you of the following matters relating to our audit.

**Our Responsibility in Relation to the Financial Statement Audit under Generally Accepted Auditing Standards and *Government Auditing Standards* and our Compliance Audit under the Uniform Guidance**

As communicated in our letter dated March 28, 2023, our responsibility, as described by professional standards, is to form and express an opinion about whether the financial statements that have been prepared by management with your oversight are presented fairly, in all material respects, in accordance with accounting principles generally accepted in the United States of America and to express an opinion on whether the District complied with the types of compliance requirements described in the *OMB Compliance Supplement* that could have a direct and material effect on each of the District's major federal programs. Our audit of the financial statements and major program compliance does not relieve you or management of its respective responsibilities.

Our responsibility, as prescribed by professional standards, is to plan and perform our audit to obtain reasonable, rather than absolute, assurance about whether the financial statements are free of material misstatement. An audit of financial statements includes consideration of internal control over financial reporting as a basis for designing audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control over financial reporting. Accordingly, as part of our audit, we considered the internal control of the District solely for the purpose of determining our audit procedures and not to provide any assurance concerning such internal control.

Our responsibility, as prescribed by professional standards as it relates to the audit of the District's major federal program compliance, is to express an opinion on the compliance for each of the District's major federal programs based on our audit of the types of compliance requirements referred to above. An audit of major program compliance includes consideration of internal control over compliance with the types of compliance requirements referred to above as a basis for designing audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, as a part of our major program compliance audit, we considered internal control over compliance for these purposes and not to provide any assurance on the effectiveness of the District's internal control over compliance.

We are also responsible for communicating significant matters related to the audit that are, in our professional judgment, relevant to your responsibilities in overseeing the financial reporting process. However, we are not required to design procedures for the purpose of identifying other matters to communicate to you.

We have provided our comments regarding internal controls during our audit in our Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards* dated February 29, 2024. We have also provided our comments regarding compliance with the types of compliance requirements referred to above and internal controls over compliance during our audit in our Independent Auditor's Report on Compliance with Each Major Federal Program and Report on Internal Control Over Compliance Required by the Uniform Guidance dated February 29, 2024.

#### **Planned Scope and Timing of the Audit**

We conducted our audit consistent with the planned scope and timing we previously communicated to you.

#### **Compliance with All Ethics Requirements Regarding Independence**

The engagement team, others in our firm, as appropriate, our firm, and other firms utilized in the engagement, if applicable, have complied with all relevant ethical requirements regarding independence.

#### **Significant Risks Identified**

As stated in our auditor's report, professional standards require us to design our audit to provide reasonable assurance that the financial statements are free of material misstatement whether caused by fraud or error. In designing our audit procedures, professional standards require us to evaluate the financial statements and assess the risk that a material misstatement could occur. Areas that are potentially more susceptible to misstatements, and thereby require special audit considerations, are designated as "significant risks." We therefore have assessed revenue recognition and management override as significant risks and performed additional procedures to reduce the audit risks related to those two areas.

#### **Qualitative Aspects of the Entity's Significant Accounting Practices**

##### *Significant Accounting Policies*

Management has the responsibility to select and use appropriate accounting policies. A summary of the significant accounting policies adopted by the District is included in Note 1 to the financial statements. There have been no initial selection of accounting policies and no changes in significant accounting policies or their application during the fiscal year. No matters have come to our attention that would require us, under professional standards, to inform you about (1) the methods used to account for significant unusual transactions and (2) the effect of significant accounting policies in controversial or emerging areas for which there is a lack of authoritative guidance or consensus.

*Significant Accounting Estimates*

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's current judgments. Those judgments are normally based on knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ markedly from management's current judgments.

The most sensitive accounting estimates affecting the financial statements are Other Postemployment Benefit (OPEB) and the Net Pension (NPL) liabilities and related deferrals.

Management's estimate of the OPEB and NPL and related deferrals is based on Actuarial Studies. We evaluated the key factors and assumptions used to develop the OPEB and NPL and related deferrals and determined that it is reasonable in relation to the basic financial statements taken as a whole.

*Financial Statement Disclosures*

There were no financial statement disclosures that we consider to be particularly sensitive or involve significant judgement.

**Significant Difficulties Encountered during the Audit**

We encountered no significant difficulties in dealing with management relating to the performance of the audit.

**Uncorrected and Corrected Misstatements**

For purposes of this communication, professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that we believe are trivial, and communicate them to the appropriate level of management. Further, professional standards require us to also communicate the effect of uncorrected misstatements related to prior periods on the relevant classes of transactions, account balances or disclosures, and the financial statements as a whole. Uncorrected misstatements or matters underlying those uncorrected misstatements could potentially cause future-period financial statements to be materially misstated, even though the uncorrected misstatements are immaterial to the financial statements currently under audit.

The following misstatements that we identified as a result of our audit procedures were brought to the attention of, and corrected by, management:

Overstatement of accounts payable (General Fund)	\$8,557,261
Understatement of revenue (General Fund)	\$8,557,261

The following summarizes uncorrected financial statement misstatements whose effects in the current and prior periods, as determined by management, are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

Overstatement of revenue and understatement of liabilities (General Fund)	\$1,682,293
Understatement of cash and revenue (Student Activities Fund)	\$74,083

The effect of these uncorrected misstatements, including the effect of the reversal of prior year uncorrected misstatements as of and for the year ended June 30, 2023, is an overstatement of \$1,608,210 in fund balance/ net position.

#### **Disagreements with Management**

For purposes of this letter, professional standards define a disagreement with management as a matter, whether or not resolved to our satisfaction, concerning a financial accounting, reporting, or auditing matter, which could be significant to the financial statements or the auditor's report. No such disagreements arose during the course of the audit.

#### **Circumstances that Affect the Form and Content of the Auditor's Report**

For purposes of this letter, professional standards require that we communicate any circumstances that affect the form and content of our auditor's report. We did not identify any circumstances that affect the form and content of the auditor's report.

#### **Representations Requested from Management**

We have requested certain written representations from management which are included in the management representation letter dated February 29, 2024.

#### **Management's Consultations with Other Accountants**

In some cases, management may decide to consult with other accountants about auditing and accounting matters. Management informed us that, and to our knowledge, there were no consultations with other accountants regarding auditing and accounting matters.

#### **Other Significant Matters, Findings, or Issues**

In the normal course of our professional association with the District, we generally discuss a variety of matters, including the application of accounting principles and auditing standards, significant events or transactions that occurred during the year, operating conditions affecting the entity, and operating plans and strategies that may affect the risks of material misstatement. None of the matters discussed resulted in a condition to our retention as the District's auditors.

The financial statements include the Tracy School Facilities Financing Authority (Authority) as a blended component unit. Consistent with the audit of the financial statements as a whole, our audit included obtaining an understanding of the Authority's environment, including internal control, sufficient to assess the risks of material misstatement of the District's financial statements and completion of further audit procedures.

Our responsibility also includes communicating to you any information which we believe is a material misstatement of fact. Nothing came to our attention that caused us to believe that such information, or its manner of presentation, is materially inconsistent with the information, or manner of its presentation, appearing in the financial statements.

This report is intended solely for the information and use of the Governing Board and management of the District and is not intended to be, and should not be, used by anyone other than these specified parties.

*Eide Bailly LLP*

Menlo Park, California



# BUSINESS SERVICES MEMORANDUM

**TO:** Dr. Rob Pecot, Superintendent  
**FROM:** Tania Salinas, Associate Superintendent of Business Services  
**DATE:** March 7, 2024  
**SUBJECT:** **Adopt New Board Policy 3550 and Acknowledge Administrative Regulation 3550 Food Service/Child Nutrition Program (First Reading)**

**BACKGROUND:** There are Board Policies and Administrative Regulations related to school nutrition that have not been adopted by Tracy Unified School District (TUSD).

**RATIONALE:** TUSD needs to adopt Board Policy and acknowledge Administrative Regulation 3550 Food Service/Child Nutrition Program to reflect laws and language pertaining to school nutrition programs.

**FUNDING:** There is no cost.

**RECOMMENDATION:** Adopt New Board Policy 3550 and Acknowledge Administrative Regulation 3550 Food Service/Child Nutrition Program (First Reading).

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



**FOOD SERVICE/CHILD NUTRITION PROGRAM**

The Governing Board recognizes that adequate, nourishing food is essential to student health and well-being, development, and ability to learn. The Superintendent or designee shall develop strategies to increase students’ access to and participation in the district’s food service programs and maintain fiscal integrity of the programs in accordance with the law.

Foods and beverages available through the district’s food service program shall:

1. Be carefully selected so as to contribute to students’ nutritional well-being and the prevention of disease.
2. Meet or exceed standards specified in law.
3. Be prepared in ways that will appeal to students, retain nutritive quality, and foster lifelong healthful eating habits.
4. Be served in age-appropriate portions.
5. Be provided at no cost to students who request a meal.

At the beginning of each school year, the Superintendent or designee shall communicate information related to the district’s food service programs to the public through available means, including, but not limited to, the district’s web site, social media, flyers, and school publications.

To encourage student participation in school meal programs, schools may offer multiple choices of food items within a meal service, provided all food items meet nutritional standards and all students are given an opportunity to select any food item.

Students shall be allowed adequate time and space to eat meals. To the extent possible, school, recess, and transportation schedules shall be designed to promote participation in school meal programs.

The Superintendent or designee shall periodically review the adequacy of school cafeterias and facilities for food preparation and consumption.

In accordance with the law, the Superintendent or designee shall develop and maintain a food safety program in order to reduce the risk of foodborne hazards at each step of the preparation and service process.

**Legal Reference:**

CALIFORNIA CODE OF REGULATIONS, TITLE 5:

15510	Mandatory meals for needy students
15530-15535	Nutrition education
15550-15565	School lunch and breakfast programs

**FOOD SERVICE/CHILD NUTRITION PROGRAM**

15575-15578 Requirements for foods and beverages outside of the federal meals program

EDUCATION CODE:

35182.5 Contracts for advertising  
 38080-38103 Cafeteria establishment and use  
 45103.5 Contracts for management consulting services; restrictions  
 48432.3 Voluntary enrollment in continuation education  
 49430-49434 Pupil Nutrition, Health, and Achievement Act of 2001  
 49490-49494 School breakfast and lunch programs  
 49500-49505 School meals  
 49501.5 California Universal Meals Program  
 49510-49520 Nutrition  
 49530-49536 Child Nutrition Act  
 49540-49546 Childcare food program  
 49547-49548.3 Comprehensive nutrition services  
 49550-49562 Meals for needy students  
 49570 National School Lunch Act  
 51795-51797 School instructional gardens

HEALTH AND SAFETY CODE:

113700-114437 California Retail Code; sanitation and safety requirements

UNITED STATES CODE, TITLE 42:

1751-1769j School Lunch Program  
 1758b Local wellness policy  
 1761 Summer Food Service Program and Seamless Summer Feeding Option  
 1769a Fresh Fruit and Vegetable Program  
 1771-1793 Child Nutrition Act  
 1772 Special Milk Program  
 1773 School Breakfast Program

CODE OF FEDERAL REGULATIONS, TITLE 7:

210.1-210.33 National School Lunch Program  
 215.1-215.18 Special Milk Program  
 220.2-220.22 National School Breakfast Program  
 245.1-245.13 Eligibility for free and reduced-price meals and free milk

Management Resources:

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

**FOOD SERVICE/CHILD NUTRITION PROGRAM**

Health Children Ready to Learn, January 2005

Professional Standards in the School Nutrition Programs, Management Bulletin SNP-13-2020, Updated January 2022

CALIFORNIA PROJECT LEAN PUBLICATION

Policy in Action: A Guide to Implementing Your Local School Wellness Policy, October 2006

CSBA PUBLICATIONS

Monitoring for Success: Student Wellness Policy Implementation Monitoring Report and Guide, 2007

Nutrition Standards for Schools: Implications for Student Wellness, Policy Brief, rev. October 2007

Building Healthy Communities: A School Leader's Guide to Collaboration and Community Engagement, 2009

Student Wellness: A Healthy Food and Physical Activity Policy Resource Guide, rev. April 2006

U.S. DEPARTMENT OF AGRICULTURE PUBLICATIONS

School Breakfast Toolkit

Civil Rights Compliance and Enforcement-Nutrition Programs and Activities, FNS Instruction 113-1, November 2005

Dietary Guidelines for Americans, 2005

Food Buying Guide for Child Nutrition Programs, December 2007

Fresh Fruit and Vegetable Program; Handbook for Schools, December 2010

Guidance for School Food Authorities; Developing a School Food Safety Program Based on the Process Approach to HACCP Principles, June 2005

WEB SITES

CSBA District and County Office of Education Legal Services:

<http://www.csba.org>

U.S. Department of Agriculture, Food and Nutrition Service:

<http://www.fns.usda.gov/cnd>

California Farm Bureau Federation:

<https://www.cfbf.com>

Nourish California:

<http://nourishca.org>

California Project LEAN (Leaders Encouraging Activity and Nutrition)

<http://californiaprojectlean.org>

**FOOD SERVICE/CHILD NUTRITION PROGRAM**

Centers for Disease Control and Prevention:

<https://www.cdph.ca.gov>

California School Nutrition Association:

<https://calsna.org>

**FOOD SERVICE/CHILD NUTRITION PROGRAM**

**Nutrition Standards for School Meals**

Meals, food items, and beverages provided through the district's food services program shall: (Education Code 49501.5, 49553; 42 USC 1758, 1773).

1. Comply with the National School Lunch and/or Breakfast Program standards for meal patterns, nutrient levels, and caloric requirements for the age/grade level served, as specified in 7 CFR 210.10 or 220.8 as applicable.
2. Not to be deep fried, par fried, or flash fried, as defined in Education Code 49430 and 49430.7.

**Drinking Water**

The district shall provide access to free, fresh drinking water during mealtimes in food service areas at all district schools, including, but not limited to, areas where reimbursable meals under the National School Lunch or Breakfast Program are served or consumed. (Education Code 38086; 42 USC 1758).

Any school that does not participate in the National School Lunch or Breakfast Program may participate in the Special Milk Program to provide all enrolled students with priced milk. (7 CFR 215.7).

**Food Safety**

The Superintendent or designee shall ensure that the district's food service program meets the applicable sanitation and safety requirements of the California Retail Code as set forth in Health and Safety Code 113700-114437.

For all district schools participating in the National School Lunch and/or School Breakfast Program, the Superintendent or designee shall implement a written food safety program for the storage, preparation, and service of school meals which complies with the national Hazard Analysis and Critical Control Point (HACCP) system. The district's HACCP plan shall include, but is not limited to, a determination of critical control points and critical limits at each stage of food production, monitoring procedures, corrective actions, and recordkeeping procedures. (42 USC 1758; 7 CFR 210.13, 220.7).

The Superintendent or designee shall ensure that food service directors, managers, and staff complete an annual continuing education or training as required by law. Each new employee shall complete initial food safety training prior to handling food. For each employee, the Superintendent or designee shall document the date, trainer, and subject of each training.

The Superintendent or designee shall assign staff to maintain records and logs documenting food safety activities, including, but not limited to, records of food deliveries, time and temperature monitoring during food production, equipment temperature (freezer, cooler, thermometer calibration), corrective actions, verification or review of safety efforts, and staff training.

**FOOD SERVICE/CHILD NUTRITION PROGRAM**

**Inspection of Food Facilities**

All food preparation and service areas shall be inspected in accordance with Health and Safety Code 113725-113725.1 and applicable county regulations.

Each school participating in the National School Lunch and/or Breakfast Program shall, during each school year, obtain a minimum of two food safety inspections conducted by the county environmental health agency. (42 USC 1758; 7 CFR 210.13, 220.7)

The Superintendent or designee shall retain records from the most recent food safety inspection. All schools shall post a notice indicating that the most recent inspection report is available to any interested person upon request. (Health and Safety Code 113725.1; 42 USC 1758; 7 CFR 210.13, 210.15, 220.7)



**TRACY**  
UNIFIED SCHOOL DISTRICT

## **BUSINESS SERVICES MEMORANDUM**

**TO:** Dr. Rob Pecot, Superintendent  
**FROM:** Tania Salinas Assoc Supt of Business Services  
**DATE:** March 13, 2024  
**SUBJECT:** Consider Claim No. 635419

**BACKGROUND:** On March 6, 2024, a claim was received by the Tracy Unified School District in which the claimant stated that a loss or injury occurred on 9/26/2023.

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

- a. The information provided to date does not indicate the total liability on behalf of the School District.

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

The amount of the claim is noted as more than \$10,000.00.

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

**FUNDING:** District insurance account covers costs up to the Board approved deductible amount.

**RECOMMENDATIONS:** Reject Claim No. 635419.

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





# BUSINESS SERVICES MEMORANDUM

**TO:** Dr. Rob Pecot, Superintendent  
**FROM:** Tania Salinas, Associate Superintendent of Business Services  
**DATE:** March 26, 2024  
**SUBJECT:** Approve Frontline Education Agreement

**BACKGROUND:** Frontline Education serves more than 12,000 educational organizations nationwide, 80,000 schools and millions of educators in their efforts to develop the next generation of learners. Bringing the best education technologies together in one integrated platform solution, 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. With more than 20 years of experience partnering with the education community, Frontline provides the actionable insights and advanced technologies necessary for educators and leaders to make informed decisions and engage in best practices that fulfill their strategic district goals.

**RATIONALE:** Frontline Education will provide Tracy Unified with the ability to transition PAO's from a paper process to a digital process. This contract meets Tracy Unified District Goals 2 and 3. Goal 2: Hire, support, train, develop, train, and sustain district employees who create a singleness of purpose focused on maximizing students' academic, social, and emotional potential. Goal 3: Apply fiscal, operational and community resources to ensure a safe learning environment that supports staff and students.

**FUNDING:** The contract amount is set at \$72,326.93, with a maximum limit not to exceed \$114,500.00. Payment for the Frontline contract will be drawn from unrestricted general funds.

**RECOMMENDATION:** Approve Frontline Education Agreement.

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



# HUMAN RESOURCES MEMORANDUM

**TO:** Dr. Robert Pecot, Superintendent  
**FROM:** Tammy Jalique, Associate Superintendent of Human Resources  
**DATE:** March 6, 2024  
**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, 2023 through June 30, 2024. The Articles listed below were the reopeners for 2023-2024 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 VIII, Pay and Allowances – TA signed February 14, 2024
- Article X, Fringe Benefits – Both Parties agreed to Status Quo
- Article XI, Hours and Overtime -- Both Parties agreed to Status Quo
- Article XIII, Bereavement Leave – TA signed on February 14, 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 and are attached.

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.

**TENTATIVE AGREEMENT**  
**California School Employees Association and its Tracy Chapter 98**  
**And**  
**Tracy Unified School District**

**February 14, 2024**

The California School Employees Association and its Tracy Chapter #098 (CSEA) and the Tracy Unified School District (District) have met to negotiate the 2023-2024 reopeners for their collectively bargained agreement (CBA) in effect July 1, 2021 to June 30, 2024. This tentative agreement (TA) fully resolves the negotiations required for reopeners for 2023-2024

**ARTICLE VIII**  
**PAY AND ALLOWANCES**

**APPENDIX A**

For the 2023-2024 contract year, an on-going salary increase of 6.25% will be applied to each cell of the salary schedule retroactive to July 1, 2023.

**The following will not be contract language.**

- A. In addition to the above salary schedule increase, TUSD proposes a one-time, off-salary schedule payment of 2% for 2023-2024, minimum \$1,500 per employee represented by CSEA, prorated to fulltime equivalent, based on salary schedules as adjusted to reflect the increase noted above.**

**ARTICLE X**  
**FRINGE BENEFITS**

Status Quo

**ARTICLE XI**  
**HOURS AND OVERTIME**

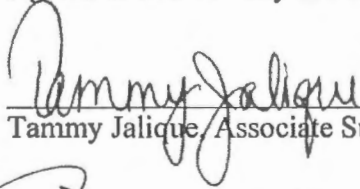
Status Quo

**ARTICLE XIII**  
**BEREAVEMENT LEAVE**

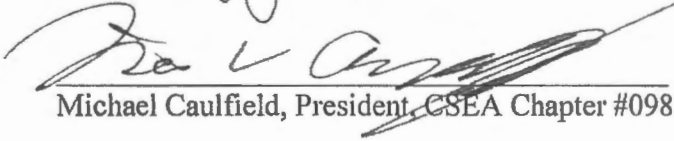
- 13.1 An employee is entitled to a leave of absence not to exceed ~~three (3)~~ **five (5)** days on account of a death of any member of his immediate family. ~~If an employee travels beyond a three hundred (300) mile radius of Tracy on account of a death of any member of his immediate family, the employee will be entitled to an additional two (2) days.~~ No deductions shall be made from the salary of such employee nor shall such leave be deducted

from leave granted by other sections of this agreement. Members of the immediate family, as used in this agreement, means the mother, father, step father, step mother, step children, grandmother, grandfather, step grand-parents, grandchild, spouse, registered domestic partner, son, brother-in-law, sister-in-law, son-in-law, daughter, daughter-in-law, brother, sister, step brother, step sister, aunt, uncle, niece or nephew of the employee, the spouse of the employee, or the registered domestic partner of the employee, or any relative living in the immediate household of the employee.

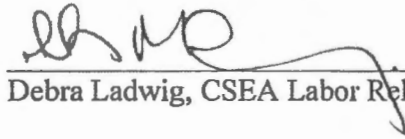
Agreed to this 14<sup>th</sup> day of February, 2024.



Tammy Jalique, Associate Superintendent of Human Resources



Michael Caulfield, President, CSEA Chapter #098



Debra Ladwig, CSEA Labor Relations Representative



# HUMAN RESOURCES MEMORANDUM

**TO:** Dr. Robert Pecot, Superintendent  
**FROM:** Tammy Jalique, Associate Superintendent of Human Resources  
**DATE:** March 6, 2024  
**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 2023-2024 contract year. The Tentative Agreements (see attached) were approved and ratified by the TEA members on March 6, 2024.

**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 –C.1-Tentative agreement signed October 4, 2023.  
C.2- Tentative agreement signed May 12, 2023.
- Article VII – Duties – Section K-Tentative agreement signed on October 4, 2023.  
F.2 Supervision—Both parties agree to Status quo on October 4, 2023.
- Article XII—Class Size—Opened by TEA as part of their Sunshine proposal. TEA Pulled this Reopener on August 23, 2023.
- Article XIII – Salaries – Tentative agreement signed February 13, 2024.
- Article XIV – Fringe Benefits – Tentative agreement signed February 13, 2024 .
- Article XVII – Evaluations- C.1b- Tentative agreement signed on June 21, 2023.
- Article XVIII – Safety – Tentative agreement signed on June 7, 2023.
- Article XXII – Bereavement Leave – Tentative agreement signed on June 7, 2023.
- Article XXXI—Sick Leave -Both Parties agreed to Status Quo on September 7, 2023.
- Article XXXVI—PAR—Tentative Agreement signed on April 5, 2023.
- Article XL—Duration and Procedure-Tentative agreement signed on February 26, 2024.

- Appendix A & B—Tentative agreement signed on October 31, 2023.
- Appendix I – Special Education—In Addition, Appendix I has been updated to reflect the above TA's.

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 and are attached.

**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.





# HUMAN RESOURCES MEMORANDUM

**TO:** Dr. Robert Pecot, Superintendent  
**FROM:** Tammy Jalique, Associate Superintendent of Human Resources  
**DATE:** March 6, 2024  
**SUBJECT:** Approve New TSMA Salary Agreement

**BACKGROUND:** On February 13, 2024, 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 February 14, 2024.

- A percentage increase to the 2023-2024 salary schedule of 6.25%
- A 2% one-time, (lump sum) off schedule payment based on the 2023-2024 earnings following application of the above increase for bargaining unit members, minimum of \$1,500 per employee prorated to full-time equivalent.

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

- A 6.25% increase to each step and range cell of the 2023-2024 Classified/Confidential Salary Schedule (LMH), the 2023-2024 Management/Administrator Salary Schedule (LME), and the 2023-2024 Counselor/Psychologist/Speech Language Pathologist Salary Schedule (LMP),
- A 2% one-time, (lump sum) off schedule payment based on the 2023-2024 earnings following application of the above increase for bargaining unit members, minimum of \$1,500 per employee prorated to full-time equivalent.

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 and are attached.

**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 of Human Resources  
**DATE:** March 6, 2024  
**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 both on the agenda for the March 26, 2024, 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 6.25% increase to the salary of the current superintendent for the 2023-2024 school year. Additional recommendations include:

- A 2% one-time, (lump sum) off schedule payment based on the 2023-2024 earnings following application of the above increase.

**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 of Human Resources.

Tracy Unified School District

**AMENDMENT DATED MARCH 26, 2024, TO  
SUPERINTENDENT’S EMPLOYMENT AGREEMENT**

This is an Amendment to the Superintendent’s Employment Agreement (“Agreement”) entered into on the 26<sup>th</sup> day of March 2024, between the Governing Board (“Board”) of and on behalf of the TRACY UNIFIED SCHOOL DISTRICT (“TUSD”), through its Board of Trustees, and DR. ROB PECOT (“Superintendent”). The following section of the Agreement/Amendment shall modify the Employment Agreement ratified on June 27, 2023, 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 \$267,965.16 per annum under this Agreement, payable in equal monthly payments, commencing July 1, 2023. There will be a one-time (lump sum) 6.25% increase based on salary schedule placement prior to retroactive pay.

(The compensation above reflects the increase of 6.25% and the one-time lump sum payment awarded all TUSD employees for the 2023-2024 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 \$10,007 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 this 26<sup>th</sup> day of March 2024, in Tracy, California, by formal action of the Governing Board of the Tracy Unified School District.

\_\_\_\_\_  
Dr. Rob Pecot, Superintendent

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



# HUMAN RESOURCES MEMORANDUM

**TO:** Dr. Rob Pecot, Superintendent  
**FROM:** Tammy Jalique, Assoc Supt of Human Resources  
**DATE:** March 19, 2024  
**SUBJECT:** Approve New Job Description and Salary for Lead Mechanic Supervisor

**BACKGROUND:** The District and CSEA have come to agreement on the new job description for Lead Mechanic Supervisor. The job description was created in recognition of the need to supervise, plan, schedule and direct daily work tasks of all Mechanics, Mechanic Specialists, and Utility Person IIIs assigned to the Transportation Shop.

**RATIONALE:** This agenda item meets District Strategic Goal #2: Hire, support, develop, train, and sustain district employees who create a singleness of purpose focused on maximizing students' academic, social, and emotional potential; and District Strategic Goal #3: Apply fiscal, operational and community resources to ensure a safe learning environment that supports staff and student goals.

**FUNDING:** General Fund – Classified Range 58.

**RECOMMENDATION:** Approve New Job Description and Salary for Lead Mechanic Supervisor.

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

## TRACY UNIFIED SCHOOL DISTRICT JOB DESCRIPTION

POSITION TITLE: Lead Mechanic Supervisor

DEPARTMENT/DIVISION: Transportation

### POSITION SUMMARY:

The Lead Mechanic Supervisor, under direction of the Director of Maintenance, Operations and Transportation and/or a Coordinator of Maintenance, Operations and Transportation, will assign and direct the work of District Mechanics and Mechanic Specialists and will troubleshoot, diagnose, maintain and repair school buses, District vehicles that are driven or towed, and other automotive and mechanical equipment assigned to the transportation department. The Lead Mechanic Supervisor will be required to drive school buses and other district vehicles and perform work that requires training and expertise at the level of Automotive Service Excellence Master Technician Status or equivalent certification. This is a twelve-month position.

### ESSENTIAL FUNCTIONS:

1. Plans, directs and supervises daily work tasks of all Mechanics, Mechanic Specialists and UIII assigned to the Transportation Shop.
2. Provides technical advice and assistance to Mechanics and Mechanic Specialists on difficult and complex repairs.
3. Trains and orients new employees hired into the Transportation Shop.
4. Assists in the recommendation and preparation of specifications for replacement and new vehicles and equipment.
5. Oversees the ordering of parts, fuel, shop equipment, supplies for the Transportation Shop.
6. Enters a variety of records to computer database and extracts reports as required.
7. Inspects school buses, automobiles, trucks, tractors and air compressors.
8. Performs diagnostics, repairs and maintenance in a timely manner to a variety of District equipment and vehicles beyond the expertise of a general mechanic, including determining a course of action for making such repairs and maintenance.
9. Operates electrical testing equipment including computerized test equipment.
10. Operates a variety of computerized diagnostic equipment for each type of District vehicle and equipment manufacturer requiring skills above the expertise level of a general mechanic.
11. Diagnoses, troubleshoots, and repairs onboard computerized electronics and electrical systems, including multiplexed and networked systems, HVAC systems and electrical hardware for each District equipment manufacturer's method and design.
12. Initiates, establishes and communicates appropriate preventative maintenance programs.
13. Reviews, analyzes and interprets freeze frame data, I/M monitors, and diagnoses trouble codes to repair drivability issues and complaints, beyond the expertise of a general mechanic.
14. Makes recommendations to the Director of Transportation regarding inventory needs and costs of tools, advanced equipment, diagnostic software and other Department materials.
15. Troubleshoots, diagnoses, and repairs emission control systems to ensure the District's compliance with state and local requirements.
16. Maintains and makes any necessary repairs including overhaul repairs to brake systems, vehicle alignments, engines, transmissions, differentials, bearings, valves, pistons, rings, ignitions and carburetion systems.
17. Operates lathes, drill presses; mig and acetylene welding equipment to shape and repair parts.
18. Keeps records of maintenance and repair work performed including materials, time and parts used.

19. Drives a school bus and operates any District vehicle or equipment as determined by the Director of Transportation.
20. Makes routine and field service (off site) repairs and adjustments; services, repairs, replaces and overhauls units or parts, including electrical, cooling, air, air conditioning, hydraulic and power-train systems.
21. Fuels vehicles and performs minor body work and painting.
22. Conducts bus and other vehicle safety inspections, coordinating with the California Highway Patrol to ensure compliance as required.
23. Inspects, maintains and repairs vehicles and equipment that operates on gasoline, diesel, Compressed Natural Gas and other alternative fuels.
24. Differentiates warrantable repairs and identifies progressive damage on all District vehicles and mechanical equipment.
25. Complies with proper procedures for lawful hazardous waste cleanup and disposal.
26. Adheres to local, state, and federal laws and regulations regarding proper vehicle maintenance and repairs.
27. Inspects, maintains and repairs fuel dispensing systems.
28. Maintains regular and prompt attendance in the workplace.
29. Performs other related duties as required.

#### EDUCATION AND EXPERIENCE:

Ability to carry out oral and written directions. Ability to read, write and speak at a level sufficient to fulfill the duties to be performed for the position described. High school diploma or equivalent required. Must pass National Institute for Automotive Service Excellence exam for Master Technician certification in Automobile and School Bus. Successful completion of professional vocational training at an institution accredited by the Accrediting Commission of Career Schools and Colleges (ACCSC) preferred. Two years mechanic experience, including diagnostics and repair of gasoline, diesel, CNG and other alternative fuel-powered vehicles and equipment preferred. Driver must possess a valid California Motor Vehicle Operator's license to operate vehicles or combinations of vehicles to satisfy job requirements. Ability to obtain a Class A or B California Driver License and School Bus California Special Driver Certificate. Must pass the District pre-employment physical exam.

#### SKILLS AND QUALIFICATIONS:

1. Ability to apply knowledge and skills obtained through Master Technician certification to all work performed during the course of duty.
2. Knowledge of current principles, methods and practices pertaining to the repair, maintenance and operation of gasoline, diesel and other powered vehicles and equipment.
3. Knowledge of current local, state and federal laws and regulations pertaining to vehicle operations, repair and maintenance, and the lawful procedures for hazardous waste cleanup and disposal.
4. Know and demonstrate safe work practices.
5. Knowledge of tools, lubricants and specialized equipment used in the service and overhaul, repair and adjustment of vehicles and equipment.
6. Ability to work independently, meet deadlines and use sound judgement.
7. Ability to operate electronic communication devices including two-way radios.
8. Knowledge of high pressure hydraulic, cooling, pneumatic and HVAC systems.
9. Possess and demonstrate effective methods and correct terminology used in collision repair and refinishing technology in order to properly communicate with vendors.
10. Ability to correctly store and maintain tools, machinery and equipment and accurately diagnose



- equipment malfunctions and execute effective repairs.
11. Ability to estimate the scope of work assignments and secure the necessary tools and materials to complete assignments.
  12. Exhibit competence and command of equipment manufacturer's recommended troubleshooting methods and procedures.
  13. Ability to use precision measuring equipment such as micrometers, refractometers, dial indicators, and dial calipers.
  14. Knowledge of principles, rules and regulations related to electrical maintenance and repair of vehicle heating, ventilating and air conditioning systems.
  15. Possess the organizational ability to conduct an effective program of preventative maintenance for all automotive and mechanical equipment assigned to the transportation department for repair.
  16. Ability to read automotive wiring schematics and understand electrical circuit specifications.
  17. Knowledge of complex computerized diagnostic programs and on-board component testing.
  18. Ability to diagnose and repair vehicle exhaust emission after-treatment systems and knowledge of local, state, and federal emission laws and regulations.
  19. Knowledge of intermediate computer skills including, but not limited to, GPS tracking software, inventory software programs, email, work order systems, Microsoft Office applications, and other programs as required.
  20. Knowledge of alternative fuel vehicles and fueling stations.
  21. Ability to accurately diagnose drivability issues using on board diagnostics.
  22. Ability to utilize electronically based service, shop, and diagnostic manuals.
  23. Ability to analyze and interpret I/M monitors, freeze frame data, fault codes and carry out diagnostic procedures.
  24. Ability to carry out diagnostics, troubleshooting, and complicated repairs to complex HVAC systems.
  25. Ability to develop and maintain cooperative working relationships with those contacted in the course of work.

#### PHYSICAL REQUIREMENTS:

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

1. Stand and/or walk on hard and/or uneven surfaces for extended periods of time.
2. Speak and understand at normal levels with or without hearing aids.
3. Bend, squat, stoop and/or climb for extended periods of time.
4. Reach above shoulder level for extended periods of time.
5. Push/pull up to 50 pounds for extended periods of time.
6. Lift and carry up to 100 lbs. at shoulder level for short periods of time.
7. Perform repetitive foot movements for extended periods of time.
8. Perform repetitive hand/arm movements (grasp/pinch) for extended periods of time.

#### WORK ENVIRONMENT:

Employees will be expected to work indoors and outdoors under various conditions. Employees will occasionally work off-site to respond to emergency repairs. They will be required to work on uneven ground. Employees' work area is exposed to dust, fumes, gases and smoke. As required, must wear protective devices, such as earplugs, dust mask, coveralls, gloves, safety boots and safety glasses. Employees will be exposed to high noise level.

SALARY: Classified Range 58

Adopted: