

**NOTICE**  
**REGULAR MEETING OF THE GOVERNING BOARD**  
**TRACY UNIFIED SCHOOL DISTRICT**  
**September 10, 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: 6:40 PM Closed Session**  
**7:00 PM Open Session**

**A G E N D A**

- |              |  |                |
|--------------|--|----------------|
| <b>1.</b>    | <b>Call to Order</b>   | <b>Pg. No.</b> |
| <b>2.</b>    | <b>Roll Call – Establish Quorum</b><br>Board: S. Abercrombie, O. Alexander, R. Fagin, L. Hawkins, Z. Hoffert, N. Kahlon, J. Silcox<br>Staff: R. Pecot, Z. Boswell, T. Jalique, T. Salinas, S. Smith                                    |                |
| <b>3.</b>    | <b>Closed Session: Opportunity to Address the Board Regarding Closed Session Items which follow. Closed session is limited to consideration of items specifically authorized under the Government Code and/or the Education Codes.</b> |                |
| <b>3.1</b>   | <b>Administrative &amp; Business Services:</b> None.   |                |
| <b>3.2</b>   | <b>Educational Services:</b>   |                |
| <b>3.2.1</b> | Finding of Facts: 24/25#05, 24/25#06, 24/25#01, 24/25#02, 24/25#08<br><b>Action:</b> Motion___; Second___. <b>Vote:</b> Yes___; No___; Absent___; Abstain___   |                |
| <b>3.2.2</b> | Ratify Funding for Confidential Settlement Agreement<br><b>Action:</b> Motion___; Second___. <b>Vote:</b> Yes___; No___; Absent___; Abstain___   |                |
| <b>3.2.3</b> | Ratify Funding for Confidential Settlement Agreement<br><b>Action:</b> Motion___; Second___. <b>Vote:</b> Yes___; No___; Absent___; Abstain___   |                |
| <b>3.3</b>   | <b>Human Resources:</b>  |                |
| <b>3.3.1</b> | Consider Unpaid Leave of Absence for Classified Employee #UCL-499<br><b>Action:</b> Motion___; Second___. <b>Vote:</b> Yes___; No___; Absent___; Abstain___  |                |
| <b>3.3.2</b> | Consider Public Employee/Employment/Discipline/Dismissal/Release<br>Government Code §54957<br><b>Action:</b> Motion___; Second___. <b>Vote:</b> Yes___; No___; Absent___; Abstain___   |                |
| <b>3.3.3</b> | Conference with Labor Negotiators<br>Government Code §54957.6<br>Agency Negotiator: Tammy Jalique, Associate Superintendent of Human Resources<br>Employee Organization: CSEA, TEA   |                |

**4. Adjourn to Open Session**

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

**6. Closed Session Issues:**

**6a** Action Taken on Finding of Facts: 24/25#05, 24/25#06, 24/25#01, 24/25#02,  
**3.2.1** 24/25#08

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

**6b** Report Out of Action Taken on Ratify Funding for Confidential Settlement  
**3.2.2** Agreement

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

**6c** Report Out of Action Taken on Ratify Funding for Confidential Settlement  
**3.2.3** Agreement

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

**6d** Report Out of Action Taken on Consider Unpaid Leave of Absence for Classified  
**3.3.1** Employee #UCL-499

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

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

**1-5**

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

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

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

**9.1** Kelly Elementary School

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

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

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

**12. PUBLIC HEARING:**

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

**12.2 Educational Services:**

**12.2.1** Conduct a Public Hearing to Determine Sufficiency of Textbooks and Instructional Materials for the Students of Tracy Unified School District **6**

- 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:**

- |               |   |              |
|---------------|---|--------------|
| <b>13.1.1</b> | Accept the Generous Donations from the Various Individuals, Businesses, and School Site Parent Teacher Associations Listed Herein with Thanks and Appreciation from the Staff and Students of the Tracy Unified School District | <b>7-8</b>   |
| <b>13.1.2</b> | Accept and Review the Status of School Connected Organization/Booster Club Applications Submitted for the 2024/25 School Year   | <b>9-10</b>  |
| <b>13.1.3</b> | Ratify Routine Agreements, Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda   | <b>11-13</b> |
| <b>13.1.4</b> | Approve Entertainment, Assembly, Service, Business and Food Vendors   | <b>14</b>    |

**13.2 Educational Services:**

- |               |   |              |
|---------------|---|--------------|
| <b>13.2.1</b> | Approve Agreement for Special Contract Services with Parent Institute for Quality Education (PIQE) to Provide Training for Parents at Art Freiler School During the 2024-25 School Year | <b>15-20</b> |
| <b>13.2.2</b> | Approve Overnight Travel for the Kimball High School Cross Country Team and Coaches to Attend the Woodbridge Invitational in Walnut, CA on September 13-15, 2024                        | <b>21</b>    |
| <b>13.2.3</b> | Approve Agreement for Contract Services between Valley Community Counseling and Central Elementary, and North School for the 2024-2025 School Year                                      | <b>22-25</b> |
| <b>13.2.4</b> | Approve Air Tutors to Provide Tutoring Services for Students at Tracy Independent Study Charter School  | <b>26-31</b> |
| <b>13.2.5</b> | Approve Agreement for Contract Services with CalFresh Healthy Living, San Joaquin County Public Health, for the 2024-2025 School Year   | <b>32-35</b> |
| <b>13.2.6</b> | Approve Agreement for Contract Services between Community Medical Centers and South West Park Elementary School, Duncan Russell, and Stein for the 2024-2025 School Year                | <b>36-40</b> |
| <b>13.2.7</b> | Approve Agreement for Contract Services with Community Medical Centers to Provide Mandatory Substance Use Counseling to Students During the 2024-2025 School Year                       | <b>41-45</b> |

**13.3 Human Resources:**

- |               |  |              |
|---------------|--|--------------|
| <b>13.3.1</b> | Accept Resignations/Retirements/Leave of Absences for Classified, Certificated, and/or Management Employment | <b>46-47</b> |
| <b>13.3.2</b> | Approve Classified, Certificated, and/or Management Employment   | <b>48-50</b> |

- 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** Adopt Resolution #24-05, Recertifying the Appropriation “Gann” Limits for the 2023/2024 School Year for Tracy Joint Unified School District **51-56**

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

**14.1.2** Approve the Purchase and Installation of HVAC Units for West High Kitchen **57**

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

**14.1.3** Approve the Unaudited Statement of Receipts and Expenditures for the 2023-2024 Fiscal Year (Separate Cover) **58**

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

**14.2 Educational Services:**

**14.2.1** Adopt Resolution # 24-03: A Declaration That There Are Sufficient Textbooks and Instructional Materials for the Students of Tracy Unified School District **59-65**

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

**14.2.2** Acknowledge Revisions to Board Policy 5141.21 Administering Medications and Monitoring Health Conditions (Second Reading) **66-69**

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

**14.3 Human Resources:**

**14.3.1** Adopt Resolution No. 24-04 Authorizing Teachers to Teach Outside Their Credential Authorizations **70-72**

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

**14.3.2** Approve a Variable Term Waiver for Multiple Subject, Single Subject, and Education Specialist Teachers **73-74**

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

**14.3.3** Approve Revised Job Description for Coordinator of Maintenance, Operations, and Transportation (MOT) **75-78**

**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** September 24, 2024

**17.2** October 22, 2024

**17.3** November 12, 2024

**17.4** December 17, 2024

**18. Upcoming Events:**

**18.1** October 7-11, 2024

No School, Fall Break

**18.2** November 11, 2024

No School, Veteran’s Day

**18.3** November 25-29, 2024

No School, Thanksgiving Break

**18.4** December 23 – January 3

No School, Winter Break

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, August 27, 2024**

- 6:30 PM:** 1-2. President Abercrombie called the meeting to order.
- Student AR#24-25/#06 spoke before the board prior to the closed session vote.
- 6:34 PM:** 3. Adjourned to closed session.
- Roll Call:** 4. Board: S. Abercrombie, O. Alexander, R. Fagin, L. Hawkins, Z. Hoffert, J. Silcox.  
Absent: N. Kahlon.  
Staff: R. Pecot, T. Salinas, T. Jalique, Z. Boswell, S. Smith
- 7:00 PM** 5. President Abercrombie called the Tracy Unified School District Board of Education to order and led those present in the Pledge of Allegiance.
- Closed Session:**
- 6a Action Taken on Finding of Facts: 24/25#03, 24/25#04  
3.2.1  
**Action:** Silcox, Fagin. **Vote:** Yes-6; No-0; Absent-1 (Kahlon).
- 6b Report Out of Action Taken on Reinstatements: AR#24-25/#03, AR#24-25/#04, AR#24-25/#05, AR#24-25/#06, AR#24-25/#07  
3.2.2  
**Action:** Approved. **Vote:** Yes-6; No-0; Absent-1 (Kahlon).
- 6c Report Out of Action Taken on Early Graduation: WHS#10356526  
3.2.3  
**Action:** Approved. **Vote:** Yes-6; No-0; Absent-1 (Kahlon).
- 6d Report Out of Action Taken on PE Exemptions: WHS#10356318  
3.2.4  
**Action:** Approved. **Vote:** Yes-6; No-0; Absent-1 (Kahlon).
- 6e Report Out of Action Taken on Ratify Funding for Mileage  
3.2.5 Reimbursement Per Confidential Settlement Agreement  
**Action:** Approved. **Vote:** Yes-6; No-0; Absent-1 (Kahlon).
- 6f Report Out of Action Taken on Approve Funding for Reimbursement Per  
3.2.6 Confidential Settlement Agreement  
**Action:** Approved. **Vote:** Yes-6; No-0; Absent-1 (Kahlon).
- 6g Report Out of Action Taken on Consider Unpaid Leave of Absence for  
3.3.1 Certificated Employee #UC-1385  
**Action:** Approved. **Vote:** Yes-6; No-0; Absent-1 (Kahlon).
- 6h Report Out of Action Taken on Consider Unpaid Leave of Absence for  
3.3.2 Certificated Employee #UC-1386  
**Action:** Approved. **Vote:** Yes-6; No-0; Absent-1 (Kahlon).
- Minutes:** 7. Approve Regular Minutes of August 13, 2024.  
**Action:** Alexander, Hoffert. **Vote:** Yes-5; No-0; Absent-1 (Kahlon); Abstain-1 (Silcox).

<b>Audience:</b>	Traci Mitchell, Jason Noll, Marlene Hepner, Stacy Johnson, Anthony Irizarry, Marji Baumann, Tinoush Shahhosseini, Jake Hallen, Jenna Rodriguez, Janiyah Haymon, Martha Arguello, Deborah Tarnowski, Natalie Cota, Desiree Santana, Faye Harris, Dominique Mason
<b>Student Rep Reports:</b>	<p><b>8.1 Alternative Education:</b> Joshua Diaz is a senior at Stein High School. This is his last meeting as he is graduating! The English 4 Career Tech class has been introducing students to cosmetology and Economics students are learning how to make smart investment decisions. At Stein, they have welcomed new staff including a new counselor, secretary and 3 alternative education teachers. In sports, their first volleyball tournament is coming up. Joshua introduced their new student representative, Brooke Gunn.</p> <p><b>Tracy High:</b> Dayson Balsano is the new student representative for Tracy High. In fall sports, THS football dominated WHS at all levels and last Friday was an invitational for cross country. They have started a biweekly spotlight on athletics. The first interviews were with the football coaches. Last week was club rush week and many new clubs have been formed. They also held a senior sunrise. Friday is their back-to-school rally; classes have put a lot of work into it. This year they are happy to have the Boys and Girls Club on campus to support the student's needs.</p> <p><b>West High:</b> Noah Watkins and Lucia Noor Behnam shared the new school year activities which began with freshman orientation and a mini carnival. The first day of school included a red carpet welcome then they went right into rush week. Friday West held a back-to-school rally where students showed creativity, dressing in their various themes, and ended the night with a dance. Next week is senior sunrise. This year's home coming theme is Nintendo and on September 27<sup>th</sup> West is hosting their homecoming festival.</p> <p><b>Kimball High:</b> Andrew Henano Megia provided a Kimball update. In the first weeks of school, they had guest speakers from many colleges. In athletics, their Athletic Director is implementing an Athlete of the Week program and football has been moved into the TCAL league. The student body has been split up differently this year. They have implemented the house system where each grade level is separated by last name into four houses to encourage a sense of unity throughout the school. They have seen a increase in participation.</p>
<b>Recognition &amp; Presentations:</b>	<p><b>9.1 Recognize West High School FFA Students who Placed First and Won Awards at the San Joaquin County AgFest Competition</b> Angelina Cruz, Nicolle Guadarrama, Peyton DeCoite and Jessie Davis excelled at the AgFest Competition in various categories. They were presented with certificates.</p> <p><b>9.2 Recognize Marlene Hepner for Being Awarded the Honorary American FFA Degree</b> The Honorary American FFA Degree is the highest degree given out by FFA to Agriculture Teachers. The Degree is awarded to individuals who have provided exceptional service on a national level to agricultural education. Ms. Hepner was presented with a certificate. She will be recognized in Indianapolis this October for her achievement.</p>

**9.3 Villalovoz Elementary School** Principal Marji Baumann presented along with Assistant Principal, Hannah Green, Deborah Tarnowski, Natalie Cota and Martha Arguello. As a staff, their goals are positivity, the multi-tiered system of support STEM, Lesson Studies and Intentionality. Their Parent Café covers a variety of support to parents and offers workshops to provide knowledge and skills. Their before and after school intervention is run by Deborah and Natalie where they incorporate math, reading and confidence building. They alternate grade levels so all the students are able to participate. During the day, in the corrective reading program, they offer instructional support designed to assist individuals to improve their reading. Villalovoz has enrolled 30 students that are new to the country, Martha Arguello gives them the extra support and tools to help them to improve their English language skills. The staff works very hard to ensure all students have the support to be successful.

**Information &  
Discussion Items:**

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

**Hearing of  
Delegations**

**11.** Desiree Santana spoke regarding her experience with an intra-district transfer. Her child attends WHS. She was at KHS up until now in the MHSA program and was removed from the program without any communication. Last year an intra was received and the request was revoked over the summer. Her daughter participated in senior preparations for KHS over the summer. There was no consideration taken into their situation. She believes there have been systemic failures to her child and a senior should not be abruptly forced to leave. She worked very hard last year and made-up courses in summer school. Sometimes things are not as blanket as a child's zip code.

**Public Hearing:**

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

**Consent Items:**

- 13. Board approval of any agenda item requiring insurance is conditioned upon receipt of appropriate insurance by Tracy Unified. Action:** Silcox, Hawkins. **Vote:** Yes-6; No-0; Absent-1 (Kahlon).
- 13.1 Administrative & Business Services:**
- 13.1.1** Approve Out of State Travel for the Director of Food Services and the Coordinator of Food Services to Attend the American Commodities Distribution Association 2025 Annual Conference in New Orleans, LA on April 12-16, 2025
  - 13.1.2** Accept the Generous Donations from the Various Individuals, Businesses, and School Site Parent Teacher Associations Listed Herein with Thanks and Appreciation from the Staff and Students of the Tracy Unified School District
  - 13.1.3** Approve Accounts Payable Warrants (July 2024) (Separate Cover)
  - 13.1.4** Approve Payroll Reports (July 2024)
  - 13.1.5** Approve Revolving Cash Fund Reports (July 2024)
  - 13.1.6** Accept and Review the Status of School Connected Organization/ Booster Club Applications Submitted for the 2024/25 School Year
  - 13.1.7** Ratify Routine Agreements, Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda

- 13.2 Educational Services:**
- 13.2.1** Approve Specialized Grant Funding for the 2024-25 Agriculture Incentive Grant for West High School
  - 13.2.2** Approve Agreement for Contract Services Between San Joaquin County Office of Education, STEM Department and TUSD for School Field Trips to the FabLab for the 2024-2025 School Year
  - 13.2.3** Approve Agreement for Contract Services Between San Joaquin County Office of Education, STEM Department and TUSD for School Field Trips to the Durham Ferry Outdoor Education Center for the 2024-2025 School Year
  - 13.2.4** Approve Agreement for Contract Services with Imagine Learning, Inc. to Provide On-line Curriculum Licenses to the Tracy Independent Study Charter School for Kindergarten – 12th Grade
  - 13.2.5** Approve Overnight Travel for the West High School Boys Basketball Team and Advisors to Attend Clovis Elks Tournament at Clovis High School in Clovis, CA on December 26 – December 30, 2024
  - 13.2.6** Approve Professional Contract Services for TUSD High School Drama and Theater Departments for 2024-2025 School Year
  - 13.2.7** Approve Agreement for Special Contract Services with San Joaquin County Office of Education for the Artist-in-Residence Program at North School for the 2024 - 2025 School Year
  - 13.2.8** Approve Agreement for Contract Services Between Faith in Action Community Education (F.A.C.E.S.) and North Elementary School for the 2024-2025 School Year
  - 13.2.9** Approve Quote for Bite-Sized SEL Toolkit, Lifetime Site License with Thriving YOUiversity and Stein High School beginning 2024-2025 School Year
  - 13.2.10** Ratify Master Contract with Non-Public Agency (NPA) ACES 2020, LLC for the 2024-2025 School Year (Separate Cover)
  - 13.2.11** Approve and/or Ratify Routine Agreements which meet the Criteria for Placement on the Consent Agenda
- 13.3 Human Resources:**
- 13.3.1** Accept the Resignations/Retirements/Leaves of Absence for Certificated, Classified and/or Management Employees
  - 13.3.2** Approve Classified, Certificated and/or Management Employment

**Action Items:**

- 14.1 Administrative & Business Services:**
- 14.1.1** Adopt Resolution #24-01 Authorizing and Defining Names to Sign Orders on School District Funds  
**Action:** Fagin, Silcox. **Vote:** Yes-6 ; No-0 ; Absent-1 (Kahlon).
  - 14.1.2** Adopt Resolution No. 24-02 to Award and Approve the Agreement for the Tracy Unified School District TK Buildings Project (Site Work Development at Various Sites) (Separate Cover)  
**Action:** Hawkins, Alexander. **Vote:** Yes- 6; No-0 ; Absent-1 (Kahlon).
- 14.2 Educational Services:**

**14.2.1** Adopt Revisions to Board Policy 5141.21 Administering Medications and Monitoring Health Conditions (First Reading)

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

**14.2.2** Ratify Agreement to Purchase and Access Digital Credit Recovery Course Licenses for the Summer 2024-2027 School Year

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

**14.3 Human Resources:**

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

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

**14.3.2** Approve a Variable Term Waiver for Multiple Subject, Single Subject and Education Specialist Teachers

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

**Board Reports:**

Trustee Hoffert thanked everyone for coming out. Trustee Fagin enjoyed the presentations and participation. Trustee Alexander enjoyed the student board reports and hearing about the activities going on. She congratulated the FFA students that were honored tonight, Ms. Hepner, and Stein's student representative, Joshua, on his graduation. Trustee Hawkins knows what it is like this time of year as a former teacher and administrator and believes things are going well. Trustee Silcox is looking forward to the school year and working with the district. People are working hard to try and do the right thing. Trustee Abercrombie thanked Dr. Petty for all her years of service in the school district. She is leaving to be an Assistant Superintendent in Carmel. He has seen a rise in disrespect to teachers and staff this year. The staff does an amazing job in keeping the schools safe with a positive environment. We need to work together to find the best course of action for our students. He asks for parents to please not take frustrations out on our staff.

**Superintendent Report:**

Dr. Pecot acknowledged Marlene Hepner on her great accomplished. He commended Dr. Petty for being a great asset to this school district over the years.

**Adjourn: 7:42 PM**

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
Date



# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Robert Pecot, Superintendent  
**FROM:** Dr. Zachary Boswell, Assoc Supt of Educational Services  
**DATE:** August 28, 2024  
**SUBJECT:** **Conduct a Public Hearing to Determine Sufficiency of Textbooks and Instructional Materials for the Students of Tracy Unified School District**

**BACKGROUND:** California Education Code 60119 (as amended by Statutes of 2012, Chapter 668, Section 3, effective January 1, 2013) requires that the governing board hold an annual public hearing regarding the sufficiency of instructional materials encouraging the input of parents, teachers, members of the community interested in the affairs of the school district, and bargaining unit leaders. The public hearing is held to determine whether “each pupil in each school in the district has sufficient textbooks or instructional materials, or both, that are aligned to the content standards adopted pursuant to Section 60605 in each of the following subjects, as appropriate, that are consistent with the content and cycles of the curriculum framework adopted by the State Board:

- (i.) Mathematics
- (ii.) Science
- (iii.) History-Social Science
- (iv.) English/Language Arts, including the English Language Development component of an adopted program.

**RATIONALE:** The public hearing requirement is one component of the state audit guide. This item aligns with District Strategic Goal #1: Prepare all students for college and careers and ensure all students meet grade level standards with a focus on closing the achievement gap between all student groups using accelerated learning and tiered supports.

**FUNDING:** No cost to the District.

**RECOMMENDATION:** Conduct a Public Hearing to Determine Sufficiency of Textbooks and Instructional Materials for the Students of Tracy Unified School District.

**Prepared by:** Sally Soberanes, Coordinator of Instructional Media Services and Curriculum.



## BUSINESS SERVICES MEMORANDUM

**TO:** Dr. Rob Pecot, Superintendent  
**FROM:** Tania Salinas, Assoc Supt of Business Services  
**DATE:** August 14, 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:

Donation received by Tracy High School/Tracy Unified School District:

1. Donation from MAG Farms: \$2,000.00 (Check #1145) designated for the Jonathan Arnaudo Scholarship.

Donation received by Kimball High School/Tracy Unified School District:

1. Donation from Gill Family Chiropractic: \$1,000.00 (Check #1164) designated for Kimball Football for gear and uniforms.
2. Donation from Exigency Healthcare Services, LLC.: \$5,000.00 (Check #1001) designated for gear and uniforms for the volleyball teams.

Donation received by Prevention Services/Tracy Unified School District:

1. Donation by Tracy Walmart for the value of \$100.00. Donation of vision kits, lens cleaning wipes, facial tissues, and lens cleaner.

Donation received by South-West Park Elementary/Tracy Unified School District:

1. Donation by DonorsChoose.org for the value of \$1,000.00. Donation of student storage backpack cart for Ms. Ybarra's classroom.

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

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

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

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



# BUSINESS SERVICES MEMORANDUM

**TO:** Dr. Rob Pecot, Superintendent  
**FROM:** Tania Salinas, Assoc Supt of Business Services  
**DATE:** August 28, 2024  
**SUBJECT:** **Accept and Review the Status of School Connected Organization/Booster Club Applications Submitted for the 2024/25 School Year**

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

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

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

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

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



## 2024/2025 School-Connected Organization Booster Clubs

Organization	Status	Current Reviewed Bank Statements
209 Tracy High Wrestling Booster Club	<i>Approved</i>	<i>Current</i>
Bohn PTO	<i>Approved</i>	<i>Current</i>
Freiler Staff Parent Association	<i>Approved</i>	<i>Current</i>
George Kelly Parent Faculty Alliance	<i>Approved</i>	<i>Current</i>
Hirsch PTO	<i>Approved</i>	<i>Current</i>
Jacobson Staff Parent Association	<i>Approved</i>	<i>Current</i>
Kimball High Music Booster Club	<i>Approved</i>	<i>Current</i>
Kimball High PTSA	<i>Approved</i>	<i>Current</i>
Neylan Theatre Booster Club	<i>Approved</i>	<i>Current</i>
Sotuh/West Park Parent Club	<i>Approved</i>	<i>Current</i>
Tracy High Baseball Booster Club	<i>Approved</i>	<i>Current</i>
Tracy High Cheer and Dance Booster Club	<i>Approved</i>	<i>Current</i>
Tracy High Football Booster Club	<i>Approved</i>	<i>Current</i>
Tracy High Girls Basketball Booster Club	<i>Recommended for approval</i>	<i>Current</i>
Tracy High Softball Booster Club	<i>Approved</i>	<i>Current</i>
Tracy High Volleyball Booster Club	<i>Approved</i>	<i>Current</i>
West High Home Field Advantage	<i>Approved</i>	<i>Current</i>
West High Music Booster Club	<i>Approved</i>	<i>Current</i>



## BUSINESS SERVICES MEMORANDUM

**TO:** Dr. Rob Pecot, Superintendent  
**FROM:** Tania Salinas, Assoc Supt of Business Services  
**DATE:** September 10, 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  
September 10, 2024**

**A.**

Vendor:	Modern Air
Sites:	Williams Middle School
Item:	Proposal
Services:	This proposal was initially approved at the 8/27/24 board meeting, but it was for a different vendor, Russel Sigler, Inc., not Modern Air. The approved price covered installation only and did not include the cost of the HVAC unit itself, which would have added an additional \$440,000.00 to the district's expenses. As a result, we are now proceeding with Modern Air. They will remove the existing HVAC system and install a new one for \$773,390.00. In comparison, the total cost with Russel Sigler, Inc. would have been \$1,058,455.00.
Cost:	\$773,390.00 for installation and unit.
Project Funding:	Fund 14

**B.**

Vendor:	The Cumming Group
Sites:	Various sites
Item:	Proposal
Services:	Construction Manager Services for various projects.
Cost:	\$150,000.00
Project Funding:	Fund 25

**C.**

Vendor:	Bell Systems Informa cast
Sites:	Bohn
Item:	Proposal
Services:	Bell System Upgrade and Subscription.
Cost:	\$200,825.16
Project Funding:	Fund 14

**D.**

Vendor:	Bell Systems Informa cast
Sites:	Hirsch
Item:	Proposal
Services:	Bell System Upgrade and Subscription.
Cost:	\$181,641.63
Project Funding:	Fund 14

**E.**

Vendor:	Knowledge Saves Lives, Inc.
Sites:	District Wide
Item:	Proposal
Services:	Consulting services for school site safety evaluation.
Cost:	\$19,500.00
Project Funding:	General Funds

**F.**

Vendor:	Van Dermeyden Makus
Sites:	District Wide
Item:	Contract
Services:	Legal services for investigative services.
Cost:	\$545.00/hr., Senior Partner, \$460.00/hr., for Partner, \$385.00/hr., Sr. Attorney Investigator.
Project Funding:	General Funds/Risk Management



## BUSINESS SERVICES MEMORANDUM

**TO:** Dr. Rob Pecot, Superintendent  
**FROM:** Tania Salinas, Associate Superintendent of Business Services  
**DATE:** August 29, 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
9/9/2024	The Bling Lady & Co - creates custom shirts for events, Angie Peinado, 209.321.4595, theblingladyco@gmail.com CONTRACT REQUIRED PRIOR TO OCCURRENCE	2/26/2025

To that end, the above list of vendors have met all of the criteria to provide assemblies at TUSD sites, and their presentation has been deemed appropriate for TUSD students. This list will be updated as needed and presented to the board for approval.

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

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

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



## EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Robert Pecot, Superintendent  
**FROM:** Dr. Zachary Boswell, Assoc Supt of Ed Services  
**DATE:** August 26, 2024  
**RE:** Approve Agreement for Special Contract Services with Parent Institute for Quality Education (PIQE) to Provide Training for Parents at Art Freiler School During the 2024-25 School Year

**BACKGROUND:** Parent Institute for Quality Education (PIQE) is an organization committed to connection families, schools, and community as partners to advance the education of every child through parent engagement. Their vision is to create a community in which parents and educators collaborate to transform every child's educational environment, both at home and at school, so that children can achieve their greatest academic potential.

**RATIONALE:** The focus of PIQE is to encourage and support low-income, ethnically diverse parents of K-12 school children to take a participatory role in their children's education. Providing PIQE at Art Freiler School will support site efforts to encourage parents to participate in school activities and provide programs to develop a positive, supportive relationship with the school, home, and community and to facilitate a partnership to support student achievement. This supports the District Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or career goals and District Strategic Goal #3: Apply fiscal, operational and community resources to ensure a safe learning environment that supports staff and student goals.

**FUNDING:** The District shall pay a flat fee of \$14,000 for the signature program in English and Spanish.

**RECOMMENDATION:** Approve agreement for Special Contract Services with Parent Institute for Quality Education (PIQE) to Provide Training for Parents at Art Freiler School During the 2024-25 School Year.

**Prepared by:** Maureen Riley, Principal, Art Freiler 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 Parent Institute for Quality Education, hereinafter referred to as "Contractor," is for consultant or special services to be performed by a non-employee of the District. District and Contractor, herein named, do mutually agree to the following terms and conditions:

1. Contractor shall perform the following duties: Provide Parent Training courses in English and Spanish for the parents and students enrolled at Art Freiler School. The Family Literacy Program will enable parents to build their child's literacy skills with at home reading strategies and help them develop a stronger understanding of the stages of reading development.
- 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 2024-25 School Year ( ) [ ] HOURS [ ] DAYS, under the terms of this agreement at the following location Art Freiler School.
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
  - a. District shall pay \$14,000 per [ ] HOUR [ ] DAY [X] FLAT RATE, not to exceed a total of \$14,000. 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 \$N/A for the term of this agreement.
  - c. District shall make payment on a [ ] MONTHLY PROGRESS BASIS [X] SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.
4. The terms of the agreement shall commence on September 12, 2024, and shall terminate on March 27, 2025.
5. This agreement may be terminated at any time during the term by either party upon \_\_\_\_\_ 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, Maureen Riley, at (209) 830-3309 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



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## SERVICES ACCEPTANCE MEMORANDUM OF UNDERSTANDING

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**To:** Maureen Riley, School Principal  
**From:** Gabriela Rios, Executive Director  
**Date:** 8/19/2024

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NOW, THEREFORE, in consideration of the recitals and mutual obligations of the parties herein expressed, The Parent Institute for Quality Education (PIQE) and **Art Freiler Elementary School** agree as follows:

### RECITALS

**Scope of Services:** PIQE will provide its **Family Literacy P-3rd Program (P3)** for the parents/guardians of the students enrolled in the school above mentioned. PIQE will recruit parents by phone, provide an Orientation session, a series of weekly training sessions, organize and conduct a Q&A forum with the school's leadership team, culminating in a graduation ceremony with certificates provided to parents who attend four or more sessions. The program is designed to introduce the five elements of literacy equipping families with strategies to support literacy at home.

- A. **Time of Class:** Morning \_\_\_\_ Evening 6:00pm ✓ \_\_\_\_
- B. **Type of Class:** Virtual (V) \_\_\_\_, Hybrid (H) \_\_\_\_, **In-Person (P)** ✓ \_\_\_\_  
**In Person:** Morning or Evening - PIQE will offer a class in the (morning, evening, both) starting with the Orientation through Graduation ceremony.

### Session Dates:

**January 30, 2025 - March 27, 2025**

- C. **Compensation:** a flat fee of **\$14,000** for a class of up to 50 parents. Any additional class will be \$3000.00 for up to 30 parents at the same school and the same program. The minimum number of parents to open a class in any language is 15.
- D. **Cancellation:** A class that does not have the minimum number of parents needed to keep the class open might be cancelled by mutual agreement on or before class #3; no classes

Parent Institute for Quality Education  
22 West 35<sup>th</sup> St., Suite 201, National City, CA 91950  
Telephone: 619.420.4499  
[www.piqe.org](http://www.piqe.org)

can be cancelled on or after class #4 in case this happens, the school would have to pay the cost of the agreed class referred in the compensation described above.

Location: TBD

School funding: \_\_\_\_\_

In addition, where the PIQE program is provided in person, the school will make childcare arrangements to have it available to families as well as provide refreshments to the parents.

Copyright Protections: PIQE owns all products and all content in the program(s), including without limitation the information, materials, text, graphics, protocols and the selection and organization thereof ("content"). The content is protected by copyright laws of the United States and other countries and may not be used, copied, distributed, displayed, modified, reproduced, published, posted or reverse engineered in whole or in part without the prior written permission of PIQE. Initials: \_\_\_\_\_

I accept these services at Art Freiler Elementary School under the terms and conditions noted.

*Maureen Riley*

Maureen Riley, School Principal

8/26/24

Date

Parent Institute Representative:



Gabriela Rios, Executive Director, PIQE

Parent Institute for Quality Education  
22 West 35<sup>th</sup> St., Suite 201, National City, CA 91950  
Telephone: 619.420.4499  
www.piqe.org



## EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Robert Pecot, Superintendent  
**FROM:** Dr. Zachary Boswell, Associate Superintendent of Educational Services  
**DATE:** August 27, 2024  
**SUBJECT:** Approve Overnight Travel for the Kimball High School Cross Country Team and Coaches to Attend the Woodbridge Invitational in Walnut, CA on September 13-15, 2024

**BACKGROUND:** The Kimball High School Cross Country Team, consisting of 7 students and one Coach Ben Trombley, will travel to Walnut, CA, for the Woodbridge Cross Country Invitational. The Kimball High School Cross Country has been a growing program, successful in the Valley Oak League and in the Sac-Joaquin Section.

**RATIONALE:** The Cross Country competition involves students competing against athletes from across California and United States. 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:** Lodging and Transportation will be paid through fundraising efforts by the Kimball High Cross Country team. Estimate lodging to be \$500 and gas to be \$300. Fundraising will be accomplished through fundraisers such as Snap Raise. Any unraised funds will be paid from donations made by participants.

**RECOMMENDATION:** Approve Overnight Travel for the Kimball High School Cross Country Team and Coach to Attend the Woodbridge Invitational in Walnut, CA on September 13-15, 2024.

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



## EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Robert Pecot, Superintendent  
**FROM:** Dr. Zachary Boswell, Associate Superintendent of Educational Services  
**DATE:** August 26, 2024  
**SUBJECT:** Approve Agreement for Contract Services between Valley Community Counseling and Central Elementary, and North School for the 2024-2025 School Year

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

**RATIONALE:** Social and emotional interventions are a part of the multi-tiered system of supports, which TUSD uses as a framework to navigate student success. Tier 2 and 3 interventions are targeted and intensive behavioral health services for students who are struggling to meet academic, attendance, and/or behavioral standards within a school setting. TUSD will contract with Valley Community Counseling to provide school-based mental health counseling to Central Elementary and North School. This effort is in alignment with TUSD's LCAP Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and /or career goals; and Goal #3: Apply fiscal operational and community resource to ensure a safe learning environment that supports staff and students.

**FUNDING:** The total cost for Valley Community Counseling services will not exceed \$37,440.00. Services will be paid for using CCSPP Grant funds.

**RECOMMENDATION:** Approve Agreement for Contract Services between Valley Community Counseling and Central Elementary and North School for the 2024-2025 School Year.

**Prepared by:** Samia Basravi, Coordinator of Prevention Services.

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

**AGREEMENT FOR SPECIAL CONTRACT SERVICES**

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

1. Contractor shall perform the following duties: Provide school based mental health services during the 2024-2025 school year to the following school sites: Central Elementary (1 day @ 6.5 hrs/week) and North School (1 days @ 6.5 hrs/week). A monthly Mental Health Referral Log and a Student log (for each school site) will need need to be submitted with each monthly invoice. Student caseload data will need to be entered in Aeries by each staff for documentation purposes. Providers must be Licensed Marriage Family Therapists (LMFT), or Licensed Professional Clinical Counselor (LPCC), or a Board of Behavioral Sciences Registered Associate MFT, ACSW, or APCC or a Master's Level student enrolled in a Master's counseling program or related study.

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 468 ( ) [x ] HOURS [ ] DAYS, under the terms of this agreement at the following location see above.

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

- a. District shall pay \$80 per [x ] HOUR [ ] DAY [ ] FLAT RATE, not to exceed a total of \$37,440.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
- b. District [ ] SHALL [x ] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$0.00 for the term of this agreement.
- c. District shall make payment on a [x ] MONTHLY PROGRESS BASIS [ ] SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.

4. The terms of the agreement shall commence on August 19, 2024, and shall terminate on June 30, 2025.

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

6. Amendments, changes or modifications in the terms of this Agreement may only be made at any time by mutual written agreement between the parties hereto and shall be signed by the persons authorized to bind the parties hereto.
7. Contractor shall contact the District's designee, Samia Basravi, at (209) 830-3218 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.
8. Contractor enters into this Agreement as an independent contractor and not as an employee of the District. The Contractor shall have no power or authority by this Agreement to bind the District in any respect except as provided herein. Nothing in this Agreement shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Contractor are employees, agents, contractors or subcontractors of the Contractor and not of the District. The District shall not be obligated in any way to pay any wage claims or other claims made against Contractor by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this Agreement.
  - a. CONTRACTOR shall be required to provide proof (Certificate of Insurance) of comprehensive general liability insurance coverage in the amount of one million dollars (\$1,000,000.00) combined single limit per occurrence; two million dollars (\$2,000,000.00) general aggregate. A separate additional insured endorsement shall be provided to include the DISTRICT and its officers, officials, employees, agents and volunteers as additional insured in the policy. It is agreed that insurance coverage provided by CONTRACTOR herein is endorsed as primary and noncontributory to any similar insurance or self-insurance carried by DISTRICT. The DISTRICT reserves the right to adjust its insurance requirements as needed.
  - b. Contractor ☒ **WILL** ☐ **WILL NOT** have significant contact with students. If applicable, proof of professional liability insurance, to include one million dollars (\$1,000,000.00) per occurrence for Sexual Abuse/Molestation is also required. If applicable, CONTRACTOR will comply with the provisions of Education Code 45125 regarding the submission of fingerprints to the California Department of Justice and the completion of criminal background investigations of the CONTRACTOR and/or its employees.

Contractor agrees to hold harmless and to indemnify District for:

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

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

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

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

**AGREED:**

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Address

\_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_  
Date

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

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

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

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



## EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Robert Pecot, Superintendent  
**FROM:** Dr. Zachary Boswell, Associate Superintendent of Educational Services  
**DATE:** August 13, 2024  
**SUBJECT:** **Approve Air Tutors to Provide Tutoring Services for Students at Tracy Independent Study Charter School**

**BACKGROUND:** Air Tutors is an online tutoring platform that has been in business for six years. Air Tutors has partnered with many other school districts since the pandemic began to help address learning loss. Air Tutors provide online tutoring services that can be easily accessed by students in our online, independent study format.

**RATIONALE:** The purpose of the request is to establish a partnership between Air Tutors and Tracy Independent Study Charter School for the 2024-25 school year to provide intervention services for students to access online in groups of no more than five students in any language. The goal of the partnership is to aid students who need additional instruction and assistance to be successful in this program.

**FUNDING:** The cost, not to exceed \$70,000, will be funded by Lottery funds provided to Tracy Unified School District for the purpose of implementing intervention services to students.

**RECOMMENDATION:** Approve Air Tutors to Provide Tutoring Services for Students At Tracy Independent Study Charter School for the 2024-25 school year.

**PREPARED BY:** Annabelle Lee, Principal of Tracy Independent Study Charter School.



**AirTutors**

**AIR TUTORS  
CONTRACT FOR SERVICES AGREEMENT**

This Air Tutors Contract for Services Agreement (the “Agreement”) made this August 2024 (“Effective Date”), by and between Air Tutors, LLC (“Air Tutors”), Tracy Unified School District (the “District”), (collectively “the Parties”).

**(1) Statement of Services**

**(a) Scope of Agreement.**

This Agreement contains the entire agreement and understanding with respect to the subject matter hereof and supersedes all prior agreements, proposals, negotiations, letters of intent, or other correspondence, whether written or oral, relating to the provision of Air Tutors’ services.

**(b) Scope of Work.**

**i) Accelerated Learning Outcomes**

Subject to the following terms and conditions, Air Tutors shall provide scheduled and on-demand tutoring services to students of the District (the “Services”).

Air Tutors will create small online learning communities throughout the District that are designed to reinforce current classroom topics through highly innovative small-group acceleration programs. Regardless of what school a student is enrolled in, Air Tutors will provide students with a dedicated educator focused on advancing their personal skill sets. Groups will be meticulously tailored by placing students located district-wide together based on proficiencies, personalities, and needs. As much as possible, students will be grouped together based on their enrolled school site, teacher, and academic subject for curriculum alignment.

The District will choose which school sites and academic subjects to focus on, and Air Tutors will provide special attention to English Learning students. Reclassified Fluent English Proficient and English Learning students will be grouped together with educators that can speak their native language and that have academic expertise in the subject area of focus. Students with special needs and learning differences will be placed with educators that have a track record of boosting outcomes with their unique needs.

Teachers, Counselors, and site administrators will help increase awareness about the Air Tutors program to students and parents while also specifically recommending those that would benefit most. Air Tutors will bolster their efforts through parent and student outreach with engagement occurring in each student’s native language. Air Tutors will get to know each student’s unique needs, create groupings, and provide wrap-around support for parents, teachers, and administrators. Text messages, emails, and

phone calls will increase student participation, and session reminders will encourage students to submit assignments to their tutors before their session starts.

Air Tutors staff will provide the Services for the District's entire course catalogue in, but not limited to, the following areas of study: Elementary school math, elementary school reading and fluency, executive functioning, Middle School Core Courses, Pre-Algebra, Algebra 1, Geometry, Algebra 2, Algebra 2 Honors, Financial Algebra, Pre-Calculus, AP Calculus AB, AP Calculus BC, Trigonometry, Probability and Statistics, AP Statistics, Astrophysics, Biology, AP Biology, Chemistry Honors, Chemistry, AP Chemistry, Earth and Space Science, Earth Science Honors, AP Environmental Science, Marine Science, Physics, Honors Physics, AP Physics C, Physiology, AP European History, Economics, AP Government, AP Economics, Human Geography, AP Human Geography, Introduction to Law, American Foreign Policy, Modern World History, Honors Modern World History, Introduction to Psychology, AP Psychology, U.S. History Honors, U.S. History, AP U.S. History, Music Theory, AP Music Theory, Creative Writing, English K-12, Honors English 9-11, AP English Literature, Chinese (Mandarin) 1-4, AP Chinese Language & Culture, French 1-4, AP French, Latin 1-4, Spanish 1-4, Honors Spanish Speakers, AP Spanish Literature.

The District is responsible for providing a list of students, the subject(s) they require tutoring in, as well as the necessary contact information when available for Air Tutors.

In addition to one-on-one tutoring, Air Tutors will provide Services to small groups of students (with no student group exceeding 5 students) when feasible per the students' and Air Tutors' time restraints. If the Services are to be rendered during the school day, to the extent to which it is possible, the District will exercise its reasonable abilities in providing as many days and timeframes for the Services for Air Tutors staffing needs as possible. If twenty (20) or more tutors are required at the same exact day and time for the Services, the District will provide Air Tutors the available days and times for the Services in a mutually beneficial timeline.

Air Tutors will align with the District's curriculum, schedule, and, as much as possible, English Learning students will be matched with tutors that speak the students' native languages.

Air Tutors will provide one (1) tutor to provide the Services per tutoring session.

(c) Staff Responsibility.

Air Tutors shall assume sole responsibility for the supervision and qualification of its staff.

(d) Staff Replacement.

If the District requests replacement of a tutor, Air Tutors will assign a new tutor to the student or small group assignment with a tutor of substantially equivalent qualifications.

(2) Payment/Consideration

(a) Budget.

i) Accelerated Learning Outcomes

The Services performed by Air Tutors shall be billed in accordance with the unit cost below.

- 1 hour of Services = \$100.00

The total budget for Services rendered pursuant to this contract is not to exceed \$70,000.00.

If this agreement is terminated by either party, the District shall pay for the value of all services rendered up through the date of termination.

(b) Billable time and Pricing.

i) Accelerated Learning Outcomes

The District agrees to pay for the Services on a biweekly basis as the Services are rendered. Purchase order total will be deducted from the biweekly payments and tracked throughout the program.

(c) Invoices.

Invoices will be generated and submitted by Air Tutors in accordance with the aforementioned timelines.

(3) Proprietary Rights

(a) Air Tutors Property.

Any ideas, concepts, know-how, techniques, sequence, or organization relating to data processing developed during the course of this Agreement by Air Tutors, or jointly by Air Tutors and the District, shall be the exclusive property of Air Tutors.

(b) Competitive Software.

Except as aforesaid, nothing in this Agreement shall be construed so as to preclude Air Tutors from developing, using, or marketing programs or other materials that may be similar and/or competitive with that prepared for the District hereunder, irrespective of whether such programs are similar or related to the programs developed under this Agreement.

(4) Warranty of Performance

(a) Standard of Performance.

Air Tutors shall exercise its reasonable efforts to provide tutors at the times and with the subject matter expertise sought by the District on an "on-demand" basis. In the event that a tutor is not available at the time or with the particular subject matter expertise desired, Air Tutors will provide such a tutor as soon as one becomes available.

(b) Disclaimer of Implied Warranties.

THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

(5) Termination

(a) Termination Rights.

Either party may terminate this Agreement upon not less than 30 business days prior written notice. Termination of this Agreement shall constitute termination of all scheduled Service Hours.

(b) Scheduled Termination.

This Agreement shall expire and self-terminate on June 30, 2025. No renewal of this contract shall be given effect absent the written consent of Air Tutors' CEO, Hasan Ali, and District representative, Annabelle Lee.

(6) Independent Contractors

In the performance of this Agreement, Air Tutors, together with its staff, is acting as an independent contractor and not as an employee or agent of the District.

(7) Liability

(a) Limitation of Liability.

IN NO EVENT WILL AIR TUTORS BE LIABLE TO DISTRICT OR TO ANY THIRD PARTY FOR LOST PROFITS, LOST SAVINGS, OR OTHER CONSEQUENTIAL OR INCIDENTAL DAMAGES ARISING OUT OF THE DISTRICT'S USE OR INABILITY TO USE THE SERVICES RENDERED HEREUNDER, EVEN IF AIR TUTORS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

(b) Time Limitation.

NO ACTION, REGARDLESS OF FORM, ARISING OUT OF THE TRANSACTIONS UNDER THIS AGREEMENT, MAY BE BROUGHT BY EITHER PARTY MORE THAN TWO (2) YEARS AFTER THE CAUSE OF ACTION HAS OCCURRED, EXCEPT THAT AN ACTION FOR NON-PAYMENT MAY BE BROUGHT WITHIN TWO (2) YEARS OF THE DATE OF LAST PAYMENT.

(8) General Provisions

(a) Discrimination.

Air Tutors will not knowingly discriminate against any employees or applicants for employment in connection with the Services because of race, creed, color, natural origin, sex, or age.

(b) Exclusive Remedies.

District's remedies in this Agreement are exclusive.

(c) Entire Agreement/Assignment.

This Agreement: (i) is the complete and exclusive statement of the agreement between the parties which supersedes all proposal oral or written and all other communications between the parties relating to the subject of this Agreement; and (ii) may not be assigned, sublicensed, or otherwise transferred by District without the prior written consent of Air Tutors, but its terms and conditions shall extend to and bind any permitted successor or assign.

(d) Governing Law.

This Agreement shall be governed by the laws of the State of California.

(e) Severability.

The failure by either party at any time to require performance of the other party of any provision of this Agreement shall in no way affect the right of such party thereafter to enforce the same provision, nor shall the waiver by either party of any breach of any provision hereof be taken or held to be a waiver of any succeeding breach of such provision, or as a waiver of the provision itself. Should any portion of this agreement be found to be unenforceable, the remainder of the Agreement shall remain in force and interpreted as omitting the portion deemed unenforceable.

(g) Titles.

The section headings in this Agreement are for convenient reference only and shall be given no substantive or interpretive effect.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement by their duly authorized representatives.

**AIR TUTORS, LLC**

DATED 08/12/2024

  
By: Hasan Ali, CEO

**TRACY UNIFIED SCHOOL DISTRICT**

DATED \_\_\_\_\_

\_\_\_\_\_  
By: Tania Salinas, Associate Superintendent of Business Services



## EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Robert Pecot, Superintendent  
**FROM:** Dr. Zachary Boswell, Associate Superintendent of Educational Services  
**DATE:** August 26, 2024  
**SUBJECT:** Approve Agreement for Contract Services with CalFresh Healthy Living, San Joaquin County Public Health, for the 2024-2025 School Year

**BACKGROUND:** CalFresh Healthy Living, a free program of San Joaquin County Public Health is a youth interactive, learner-centered curriculum that focuses on nutrition and cooking literacy. The program demonstrates food groups, how to read a recipe, limiting sugar in foods, health benefits of fruits and vegetables and types of processed foods.

**RATIONALE:** Tracy Unified School District uses a whole child approach to address the physical and mental wellbeing of a child. Through the intervention provided by CalFresh Healthy living program, students will learn to incorporate nutritionally balanced meals into their daily diet. The interactive program supports healthy connections to food, self, and community. TUSD will contract with CalFresh Healthy Living, a free program of San Joaquin County Public Health Services to eleven (11) school sites: Bohn Elementary, Central Elementary, Freiler School, Hirsch Elementary, Jacobson Elementary, Kelly School, McKinley Elementary, North School, Poet School, South West Park Elementary, and Villalovoz Elementary. This effort is in alignment with TUSD's LCAP Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and /or career goals; and Goal #3: Apply fiscal operational and community resource to ensure a safe learning environment that supports staff and students.

**FUNDING:** This is a free service to TUSD.

**RECOMMENDATION:** Approve Agreement for Contract Services with CALFresh Healthy Living, San Joaquin County Public Health for the 2024-2025 School Year.

**Prepared by:** Samia Basravi, Coordinator of Prevention Services.

# TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

## AGREEMENT FOR SPECIAL CONTRACT SERVICES

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and NEOP/SJC CalFresh Healthy Living, 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: To provide in class information and demonstration of healthy food choices to youth in 4th grade. Curriculum will focus on nutrition and cooking literacy. Youth will participate in interactive activities that support healthy connections to food, self and community. This presentation will take place in the presence of the class teacher. This intervention will be available to Bohn, Central, Freiler, Hirsch, Jacobson, Kelly, McKinley, North, Poet, South West Park, and Villalovoz.

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

2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 1-1.5 ( ) [x ] HOURS [ ] DAYS, under the terms of this agreement at the following location See Above.
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
  - a. District shall pay \$ 0.00 per [x ] HOUR [ ] DAY [ ] FLAT RATE, not to exceed a total of \$ 0.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
  - b. District [ ] SHALL [x ] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ 0.00 for the term of this agreement.
  - c. District shall make payment on a [x ] MONTHLY PROGRESS BASIS [ ] SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.
4. The terms of the agreement shall commence on September 1, 2024, and shall terminate on May 30, 2025.
5. This agreement may be terminated at any time during the term by either party upon 30 days' written notice of termination delivered by certified mail, return receipt requested.

6. Amendments, changes or modifications in the terms of this Agreement may only be made at any time by mutual written agreement between the parties hereto and shall be signed by the persons authorized to bind the parties hereto.
7. Contractor shall contact the District's designee, Samia Basravi, at (209) 830-3218 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.
8. Contractor enters into this Agreement as an independent contractor and not as an employee of the District. The Contractor shall have no power or authority by this Agreement to bind the District in any respect except as provided herein. Nothing in this Agreement shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Contractor are employees, agents, contractors or subcontractors of the Contractor and not of the District. The District shall not be obligated in any way to pay any wage claims or other claims made against Contractor by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this Agreement.
  - a. CONTRACTOR shall be required to provide proof (Certificate of Insurance) of comprehensive general liability insurance coverage in the amount of one million dollars (\$1,000,000.00) combined single limit per occurrence; two million dollars (\$2,000,000.00) general aggregate. A separate additional insured endorsement shall be provided to include the DISTRICT and its officers, officials, employees, agents and volunteers as additional insured in the policy. It is agreed that insurance coverage provided by CONTRACTOR herein is endorsed as primary and noncontributory to any similar insurance or self-insurance carried by DISTRICT. The DISTRICT reserves the right to adjust its insurance requirements as needed.
  - b. Contractor ☒ **WILL** ☐ **WILL NOT** have significant contact with students. If applicable, proof of professional liability insurance, to include one million dollars (\$1,000,000.00) per occurrence for Sexual Abuse/Molestation is also required. If applicable, CONTRACTOR will comply with the provisions of Education Code 45125 regarding the submission of fingerprints to the California Department of Justice and the completion of criminal background investigations of the CONTRACTOR and/or its employees.

Contractor agrees to hold harmless and to indemnify District for:

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

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

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

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

**AGREED:**

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

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

Title \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

Date \_\_\_\_\_

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

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

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

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



## EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Robert Pecot, Superintendent  
**FROM:** Dr. Zachary Boswell, Associate Superintendent of Educational Services  
**DATE:** August 26<sup>th</sup>, 2024  
**SUBJECT:** Approve Agreement for Contract Services between Community Medical Centers and South West Park Elementary School, Duncan Russell, and Stein for the 2024-2025 School Year

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

**RATIONALE:** Social and emotional interventions are a part of the multi-tiered system of supports, which TUSD uses as a framework to navigate student success. Tier 2 and 3 interventions are targeted and intensive behavioral health services for students who are struggling to meet academic, attendance, and/or behavioral standards within a school setting. TUSD will contract with Community Medical Centers to provide school-based mental health counseling to South/West Park Elementary, Duncan Russell & Stein Continuation High. This effort is in alignment with TUSD's LCAP Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and /or career goals; and Goal #3: Apply fiscal operational and community resource to ensure a safe learning environment that supports staff and students.

**FUNDING:** The total cost for Community Medical Centers services will not exceed \$56,160.00. Services will be paid for using CCSPP Grant funds.

**RECOMMENDATION:** Approve Agreement for Contract Services between Community Medical Centers and South/West Park Elementary, Duncan Russell & Stein Continuation High for the 2024-25 School Year.

**Prepared by:** Samia Basravi, Coordinator of Prevention Services.



## AGREEMENT FOR SPECIAL CONTRACT SERVICES

2024 - 2025 School Year Mental Health Services

This agreement, by and between Tracy Unified School District, with a principal address of 1875 W. Lowell Avenue, Tracy, CA 95376 (hereinafter "District") and Community Medical Centers, Inc. (CMC), a California non-profit corporation with a principal address of 7210 Murray Drive, Stockton, CA 95210 (hereinafter "Contractor"), (hereinafter individually "Party" or jointly "Parties"), 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:
  - A. Provide school-based mental health services during the 2024 - 2025 School year to be held August 19, 2024 – May 30, 2025, per the dates, hours, and locations specified on **Exhibit A, Tracy Unified School District/Community Medical Centers 2024/2025 School Year Mental Health Schedule**, attached hereto and incorporated herein by this reference.
  - B. Submit a monthly Mental Health Referral Log and a Student Log for each school site along with monthly invoices..
  - C. Ensure that Contractor's Providers must be a Marriage Family Therapist (MFT), Master of Social Work (MSW) interns, Licensed Clinical Social Worker (LCSW), Licensed Marriage Family Therapist (LMFT), or a registered Associate with the Board of Behavioral Sciences (BBS)

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 Exhibit A (hereby "Services"). 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. In consideration of the Services performed by Contractor, District shall pay Contractor according to the following fee schedule:
  - A. District shall pay Contractor a total of fifty six thousand one hundred and sixty dollars (\$56,160.00). Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
  - B. District **shall not** reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services ..
  - C. District shall make payment on MONTHLY BASIS 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.
3. The terms of the agreement shall commence on August 19, 2024, and shall terminate on May 30, 2025.

This agreement may be terminated at any time during the term by either party upon thirty (30) days' written notice to the other party. .

4. 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.
5. Contractor shall contact District's designee, **Samia Basravi**, at (209) 830-3218, with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.
6. 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 Contractor are employees, agents, contractors or subcontractors of Contractor and not of District. 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 and 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 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 Contractor and/or its employees.

Contractor agrees to hold harmless and to indemnify District for any liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injuries or damages are directly caused by an acts or omissions of Contractor, its officers, agents or employees. The duty to defend and the duty to indemnify are separate and distinct obligations. Contractor will not defend the District.
7. 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.
8. Contractor certifies that their 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.

9. All medical records are the property of Contractor, and information from patient records may be shared only with the written approval of the patient or their legal parent or guardian in accordance with federal and state laws and regulations.
10. 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.
11. 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.
12. Subject to Section 9, 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:** Community Medical Centers, Inc.

**By:** Christine Noguera  
Christine Noguera (Aug 20, 2024 12:30 PM)

**Name/Title:** Christine Noguera, CEO

**Federal ID No.:** 94-2437106

**Date:** Aug 20, 2024

**District:** Tracy Unified School District

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

**Name/Title:** \_\_\_\_\_

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

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

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

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

**Exhibit A**  
**Tracy Unified School District/Community Medical Centers, Inc.**  
**2024 – 2025 School Year Mental Health Schedule**

<b>SCHOOL SITE</b>	<b>NUMBER OF DAYS OF SERVICE PER WEEK</b>	<b>TOTAL HOURS FOR THE YEAR</b>
Tracy Independent Study Charter School	1	234
<b>TOTAL COST FOR MENTAL HEALTH SERVICES AT \$80/HR FOR 2024/2025 SCHOOL YEAR:</b>		<b>\$ 18,720</b>



# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Robert Pecot, Superintendent  
**FROM:** Dr. Zachary Boswell, Associate Superintendent of Educational Services  
**DATE:** August 26, 2024  
**SUBJECT:** **Approve Agreement for Contract Services with Community Medical Centers to Provide Mandatory Substance Use Counseling to Students During the 2024-2025 School Year**

**BACKGROUND:** Prevention Services coordinates prevention and early intervention services for students who are identified to be in violation of the District's Alcohol, Drug, and Tobacco violation. Students are referred to mandatory substance use counseling and attend a six-week drug psychoeducation class taught by a certified substance use counselor.

**RATIONALE:** Social and emotional interventions are a part of the multi-tiered system of supports, which TUSD uses as a framework to navigate student success. Students suspended for substance-related incidences will be referred to TUSD's Tier 2 targeted intervention. Students will be enrolled into a six-week class facilitated by Community Medical Centers. This effort is in alignment with the District's Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or career goals; and District Strategic Goal #3; Apply fiscal operational and community resources to ensure a safe learning environment that supports staff and student goals.

**FUNDING:** The total cost for Community Medical Centers services will not exceed \$9,750.00. Services will be paid for using TUSD LCAP funds.

**RECOMMENDATION:** Approve Agreement for Special Contract Services with Community Medical Centers to provide Mandatory Substance Use Counseling classes to students during the 2024-25 School Year.

**Prepared by:** Samia Basravi, Coordinator of Prevention Services.



## AGREEMENT FOR SPECIAL CONTRACT SERVICES

### Mandatory Substance Use Counseling 2024/2025 School Year

This agreement, by and between **Tracy Unified School District**, with a principal address of 1875 W. Lowell Avenue, Tracy, CA 95376 (hereinafter "District") and **Community Medical Centers, Inc. (CMC)**, a California non-profit corporation with a principal address of 7210 Murray Drive, Stockton, CA 95210 (hereinafter "Contractor"), (hereinafter individually "Party" or jointly "Parties"), 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:

- A. Provide Mandatory Substance Use Counseling during the 2024/2025 School year to be held September 1st, 2024 – May 30, 2025, per the dates, hours, and locations specified on **Exhibit A, Tracy Unified School District/Community Medical Centers Substance Use Counseling Schedule 2024/2025 School Year**, attached hereto and incorporated herein by this reference.
- B. Submit a monthly Mental Health Referral Log and a Student Log for each school site along with monthly invoices..
- C. Ensure that Contractor's Providers must be a Marriage Family Therapist (MFT), Master of Social Work (MSW) interns, Licensed Clinical Social Worker (LCSW), Licensed Marriage Family Therapist (LMFT), or a registered Associate with the Board of Behavioral Sciences (BBS) or certified substance use disorder counselors.

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 Exhibit A (hereby "Services"). 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. In consideration of the Services performed by Contractor, District shall pay Contractor according to the following fee schedule:

- A. District shall pay Contractor a total of nine thousand seven hundred and fifty dollars (\$9,750.00) for a total of 5 cohorts or \$1950 per cohort. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
- B. District **shall not** reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services..
- C. District shall make payment on a 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.

3. The terms of the agreement shall commence on September 1, 2024, and shall terminate on May 30, 2025.

This agreement may be terminated at any time during the term by either party upon thirty (30) days' written notice to the other party. .

4. 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.
5. Contractor shall contact District's designee, **Samia Basravi**, at (209) 830-3218, with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.
6. 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 Contractor are employees, agents, contractors or subcontractors of Contractor and not of District. 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 and 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 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 Contractor and/or its employees.

Contractor agrees to hold harmless and to indemnify District for any liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injuries or damages are directly caused by an acts or omissions of Contractor, its officers, agents or employees. The duty to defend and the duty to indemnify are separate and distinct obligations. Contractor will not defend the District.
7. 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.
8. 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.

9. All medical records are the property of Contractor, and information from patient records may be shared only with the written approval of the patient or their legal parent or guardian in accordance with federal and state laws and regulations.
10. 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.
11. 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.
12. Subject to Section 9, 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:** Community Medical Centers, Inc.

**District:** Tracy Unified School District

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

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

**Name/Title:** Christine Noguera, CEO

**Name/Title:** \_\_\_\_\_

**Federal ID No.:** 94-2437106

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

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

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

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

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

**EXHIBIT A**

**TRACY UNIFIED SCHOOL DISTRICT / COMMUNITY MEDICAL CENTERS, INC.**

**SUBSTANCE USE COUNSELING SCHEDULE 2024/2025 SCHOOL YEAR**

<b>SCHOOL SITE</b>	<b>NUMBER OF SESSIONS PER COHORT (MAX. 13 STUDENTS)</b>	<b>TOTAL COST PER COHORT (@ \$325 PER SESSION- ALL INCLUSIVE)</b>
TRACY UNIFIED SCHOOL DISTRICT OFFICE	6	\$1950.00
<b>TOTAL FOR 5 COHORTS FOR THE 2024/2025 SCHOOL YEAR</b>		<b>\$9,750.00</b>



## HUMAN RESOURCES MEMORANDUM

**TO:** Dr. Robert Pecot, Superintendent  
**FROM:** Tammy Jalique, Associate Superintendent of Human Resources  
**DATE:** August 16, 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>
Petty, Mary Director of Continuous Improvement, State & Federal Programs	DEC	08/30/2024	Personal

### BACKGROUND:

### CERTIFICATED RESIGNATION

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
Link, Kyle	AFS	08/13/2024	Accepted Position
Soares, Cherisse Teacher	SWP	08/28/2024	Personal
Wimberley, Julie Curriculum Behavioral Specialist (TOSA)	DEC	08/13/2024	Accepted Position

**BACKGROUND:****NAME/TITLE****CLASSIFIED RESIGNATION****SITE****EFFECTIVE****REASON****DATE**

Mendoza, Milane  
Para Educator I

MVMS

09/02/2024

Accepted Position

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

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



# HUMAN RESOURCES MEMORANDUM

**TO:** Robert Pecot, Superintendent  
**FROM:** Tammy Jalique, Associate Superintendent of Human Resources  
**DATE:** August 28, 2024  
**SUBJECT:** Approve Classified, Certificated, and/or Management Employment

## BACKGROUND:

Link, Kyle

Medrano, Stephanie

Wimberley, Julie

## MANAGEMENT/CLASSIFIED CONFIDENTIAL

Art Freiler School  
Assistant Principal (Replacement)  
LME 51, Step A - \$112,030.00  
Fund: 80% General, 20% ELOP

DEC/Special Education  
Speech Language Pathologist (Replacement)  
LMP 8, Step C - \$97,064.00  
Fund: Special Education

DEC/Special Education  
Program Specialist (Replacement)  
LME 47, Step E - \$138,467.00  
Fund: ELO Grant

## BACKGROUND:

Orihuela, Lizbeth

Shriwas, Sangita

## CERTIFICATED

George Kelly School  
Kindergarten (Replacement)  
Class I, Step "A" 1 - \$57,490.00  
Fund: General

South/West Park Elementary School  
Kindergarten (Replacement)  
Class III, Step "B" 1 - \$60,217.00  
Fund: General

Sreeram, Hima

Monte Vista Middle School  
Mathematics (Replacement)  
Class I, Step "A" 1 - \$61,525.00  
Fund: General

Wambua, Morine

Monte Vista Middle School  
English (Replacement)  
Class I, Step "A" 1 - \$55,809.00  
Fund: General

**BACKGROUND:**

Alaoan, Destri

North School  
Special Education Para Educator (New)  
Range 27, Step B - \$20.77 per hour  
Fund: Special Education

Fumar, Danae

Central Elementary School  
Special Education Para Educator (Replacement)  
Range 27, Step D - \$22.83 per hour  
Fund: Special Education

Mendoza, Milane

George Kelly School  
Special Education Para Educator I (New)  
Range 27, Step E - \$23.94 per hour  
Fund: Special Education

Saucedo-Zamora, Iralda

George Kelly School  
Para Educator I (New)  
Range 24, Step C - \$20.34 per hour  
Fund: Targeted

**BACKGROUND:**

Clark, Kevin

West High School  
JV Football Assistant  
\$4,532.79

Heinen, Casey

Kimball High School  
Boys' Water Polo  
\$7,208.01

Heinen, Casey

Kimball High School  
Girls' Water Polo  
\$7,208.01

Myers, Christopher

Tracy High School  
Varsity Flag Football (split assignment)  
\$3,303.68

Myers, Christopher

Tracy High School  
JV Flag Football (split assignment)  
\$2,202.45

Valdez, Jonathan

West High School  
Varsity Football Assistant  
\$6,250.85

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

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



## **BUSINESS SERVICES MEMORANDUM**

**TO:** Dr. Rob Pecot, Superintendent  
**FROM:** Tania Salinas, Assoc Supt of Business Services  
**DATE:** August 29, 2024  
**SUBJECT:** Adopt Resolution #24-05, Recertifying the Appropriation “Gann” Limits for the 2023/2024 School Year for Tracy Joint Unified School District

**BACKGROUND:** In November 1979 the California electorate adopted Proposition 4, commonly called the Gann Amendment. The provisions of the Gann Amendment establish maximum Appropriation Limitations, commonly called “Gann Limits,” for public agencies, including school districts.

Local education agencies are required to report their Appropriations Limit to the State Superintendent of Public Instruction and to the State Director of Finance. The District is required to calculate a Gann Limit for 2024/25 in accordance with the provisions of Senate Bill 98 and applicable statutory law.

The attached resolution of the recertified Gann Limit for 2023/24 fiscal year has been made in accordance with applicable constitutional and statutory law and does not exceed the limitations imposed by Proposition 4.

**FUNDING:** N/A.

**RECOMMENDATION:** Adopt Resolution #24-05, Recertifying the Appropriation Limits for the 2023/24 School Year for Tracy Joint Unified School District.

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

	2023-24 Calculations			2024-25 Calculations		
	Extracted Data	Adjustments*	Entered Data/ Totals	Extracted Data	Adjustments*	Entered Data/ Totals
<b>A. PRIOR YEAR DATA</b>	<b>2022-23 Actual</b>			<b>2023-24 Actual</b>		
Actual Appropriations Limit and Gann ADA are from district's prior year Gann data reported to the CDE						
1. FINAL PRIOR YEAR APPROPRIATIONS LIMIT (Preload/Line D11, PY column)	122,004,021.61		122,004,021.61			127,497,452.77
2. PRIOR YEAR GANN ADA (Preload/Line B3, PY column)	13,042.76		13,042.76			13,050.85
<b>ADJUSTMENTS TO PRIOR YEAR LIMIT</b>	<b>Adjustments to 2022-23</b>			<b>Adjustments to 2023-24</b>		
3. District Lapses, Reorganizations and Other Transfers						
4. Temporary Voter Approved Increases						
5. Less: Lapses of Voter Approved Increases						
6. TOTAL ADJUSTMENTS TO PRIOR YEAR LIMIT (Lines A3 plus A4 minus A5)		0.00				0.00
7. ADJUSTMENTS TO PRIOR YEAR ADA (Only for district lapses, reorganizations and other transfers, and only if adjustments to the appropriations limit are entered in Line A3 above)						
<b>B. CURRENT YEAR GANN ADA</b>	<b>2023-24 P2 Report</b>			<b>2024-25 P2 Estimate</b>		
Unaudited actuals data should tie to Principal Apportionment Data Collection attendance reports and include ADA for charter schools reporting with the district						
1. Total K-12 ADA (Form A, Line A6)	12,748.86		12,748.86	12,562.47		12,562.47
2. Total Charter Schools ADA (Form A, Line C9)	301.99		301.99	301.26		301.26
3. TOTAL CURRENT YEAR P2 ADA (Line B1 plus B2)			13,050.85			12,863.73
<b>C. CURRENT YEAR LOCAL PROCEEDS OF TAXES/STATE AID RECEIVED</b>	<b>2023-24 Actual</b>			<b>2024-25 Budget</b>		
TAXES AND SUBVENTIONS (Funds 01, 09, and 62)						
1. Homeowners' Exemption (Object 8021)	229,804.56		229,804.56	229,807.00		229,807.00
2. Timber Yield Tax (Object 8022)	0.00		0.00	0.00		0.00
3. Other Subventions/In-Lieu Taxes (Object 8029)	0.00		0.00	0.00		0.00
4. Secured Roll Taxes (Object 8041)	39,060,629.40		39,060,629.40	39,060,629.00		39,060,629.00
5. Unsecured Roll Taxes (Object 8042)	2,231,264.59		2,231,264.59	2,231,265.00		2,231,265.00
6. Prior Years' Taxes (Object 8043)	26,402.81		26,402.81	26,403.00		26,403.00
7. Supplemental Taxes (Object 8044)	1,174,602.86		1,174,602.86	1,174,603.00		1,174,603.00
8. Ed. Rev. Augmentation Fund (ERAF) (Object 8045)	5,436,343.57		5,436,343.57	6,092,248.00		6,092,248.00

	2023-24 Calculations			2024-25 Calculations		
	Extracted Data	Adjustments*	Entered Data/ Totals	Extracted Data	Adjustments*	Entered Data/ Totals
9. Penalties and Int. from Delinquent Taxes (Object 8048)	0.00		0.00	0.00		0.00
10. Other In-Lieu Taxes (Object 8082)	0.00		0.00	0.00		0.00
11. Comm. Redevelopment Funds (objects 8047 & 8625)	4,045,786.09		4,045,786.09	0.00		0.00
12. Parcel Taxes (Object 8621)	0.00		0.00	0.00		0.00
13. Other Non-Ad Valorem Taxes (Object 8622) (Taxes only)	0.00		0.00	0.00		0.00
14. Penalties and Int. from Delinquent Non-LCFF Taxes (Object 8629) (Only those for the above taxes)	0.00		0.00	0.00		0.00
15. Transfers to Charter Schools in Lieu of Property Taxes (Object 8096)						
16. TOTAL TAXES AND SUBVENTIONS (Lines C1 through C15)	52,204,833.88	0.00	52,204,833.88	48,814,955.00	0.00	48,814,955.00
OTHER LOCAL REVENUES (Funds 01, 09, and 62)						
17. To General Fund from Bond Interest and Redemption Fund (Excess debt service taxes) (Object 8914)	0.00		0.00	0.00		0.00
18. TOTAL LOCAL PROCEEDS OF TAXES (Lines C16 plus C17)	52,204,833.88	0.00	52,204,833.88	48,814,955.00	0.00	48,814,955.00
EXCLUDED APPROPRIATIONS						
19a. Medicare (Enter federally mandated amounts only from objs. 3301 & 3302; do not include negotiated amounts)			0.00			0.00
19b. Qualified Capital Outlay Projects						
19c. Routine Restricted Maintenance Account (Fund 01, Resource 8150, Objects 8900-8999)	6,985,182.57		6,985,182.57	6,879,832.00		6,879,832.00
OTHER EXCLUSIONS						
20. Americans with Disabilities Act						
21. Unreimbursed Court Mandated Desegregation Costs						
22. Other Unfunded Court-ordered or Federal Mandates						
23. TOTAL EXCLUSIONS (Lines C19 through C22)	6,985,182.57	0.00	6,985,182.57	6,879,832.00	0.00	6,879,832.00
STATE AID RECEIVED (Funds 01, 09, and 62)						
24. LCFF - CY (objects 8011 and 8012)	136,378,199.00		136,378,199.00	142,022,006.00		142,022,006.00
25. LCFF/Revenue Limit State Aid - Prior Years (Object 8019)	(2,257,656.86)		(2,257,656.86)	0.00		0.00
26. TOTAL STATE AID RECEIVED (Lines C24 plus C25)	134,120,542.14	0.00	134,120,542.14	142,022,006.00	0.00	142,022,006.00
DATA FOR INTEREST CALCULATION						
27. Total Revenues (Funds 01, 09 & 62; objects 8000-8799)	239,204,972.14		239,204,972.14	221,298,578.00		221,298,578.00
28. Total Interest and Return on Investments (Funds 01, 09, and 62; objects 8660 and 8662)	5,116,089.16		5,116,089.16	2,854,822.00		2,854,822.00

	2023-24 Calculations			2024-25 Calculations		
	Extracted Data	Adjustments*	Entered Data/ Totals	Extracted Data	Adjustments*	Entered Data/ Totals
<b>D. APPROPRIATIONS LIMIT CALCULATIONS</b>	<b>2023-24 Actual</b>			<b>2024-25 Budget</b>		
<b>PRELIMINARY APPROPRIATIONS LIMIT</b>						
1. Revised Prior Year Program Limit (Lines A1 plus A6)			122,004,021.61			127,497,452.77
2. Inflation Adjustment			1.0444			1.0362
3. Program Population Adjustment (Lines B3 divided by [A2 plus A7]) (Round to four decimal places)			1.0006			0.9857
4. PRELIMINARY APPROPRIATIONS LIMIT (Lines D1 times D2 times D3)			127,497,452.77			130,223,646.65
<b>APPROPRIATIONS SUBJECT TO THE LIMIT</b>						
5. Local Revenues Excluding Interest (Line C18)			52,204,833.88			48,814,955.00
6. Preliminary State Aid Calculation						
a. Minimum State Aid in Local Limit (Greater of \$120 times Line B3 or \$2,400; but not greater than Line C26 or less than zero)			1,566,102.00			1,543,647.60
b. Maximum State Aid in Local Limit (Lesser of Line C26 or Lines D4 minus D5 plus C23; but not less than zero)			82,277,801.46			88,288,523.65
c. Preliminary State Aid in Local Limit (Greater of Lines D6a or D6b)			82,277,801.46			88,288,523.65
7. Local Revenues in Proceeds of Taxes						
a. Interest Counting in Local Limit (Line C28 divided by [Lines C27 minus C28] times [Lines D5 plus D6c])			2,939,162.01			1,791,793.16
b. Total Local Proceeds of Taxes (Lines D5 plus D7a)			55,143,995.89			50,606,748.16
8. State Aid in Proceeds of Taxes (Greater of Line D6a, or Lines D4 minus D7b plus C23; but not greater than Line C26 or less than zero)			79,338,639.45			86,496,730.49
9. Total Appropriations Subject to the Limit						
a. Local Revenues (Line D7b)			55,143,995.89			
b. State Subventions (Line D8)			79,338,639.45			
c. Less: Excluded Appropriations (Line C23)			6,985,182.57			
d. TOTAL APPROPRIATIONS SUBJECT TO THE LIMIT (Lines D9a plus D9b minus D9c)			127,497,452.77			
10. Adjustments to the Limit Per Government Code Section 7902.1 (Line D9d minus D4)			0.00			
<b>SUMMARY</b>						
11. Adjusted Appropriations Limit (Lines D4 plus D10)			127,497,452.77			130,223,646.65
12. Appropriations Subject to the Limit (Line D9d)			127,497,452.77			

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**TRACY UNIFIED SCHOOL DISTRICT  
RESOLUTION #24-05  
Recertifying the Appropriation “Gann” Limits  
for the 2023/24 School Year for Tracy Joint Unified School District**

**WHEREAS**, in November of 1979, the California electorate did adopt Proposition 4, commonly called the Gann Amendment, which added Article XIII-B to the California Constitution; and,

**WHEREAS**, the provisions of that Article established maximum appropriation limitations, commonly called “Gann Limits,” for public agencies, including school districts; and,

**WHEREAS**, the District must establish a revised Gann Limit for the 23/24 fiscal year and a projected Gann Limit for the 24/25 fiscal year in accordance with the provisions of Article XIII-B and applicable statutory law;

**NOW, THEREFORE, BE IT RESOLVED** that this Board does provide public notice that the attached calculations and documentation of the Gann Limits for the 23/24 and 24/25 fiscal years are made in accord with applicable constitutional and statutory law;

**AND BE IF FURTHER RESOLVED** that this Board does hereby declare that the appropriations in the Budget for the 23/24 and 24/25 fiscal years do not exceed the limitations imposed by Proposition 4;

**AND BE IT FURTHER RESOLVED** that the Superintendent provides copies of this resolution along with appropriate attachments to interested citizens of this district.

**PASSED AND ADOPTED**, THIS 10th DAY OF September 2024, BY THE FOLLOWING VOTE:

**AYES:            NOES:            ABSTAIN:            ABSENT:**

Attest

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

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



## **BUSINESS SERVICES MEMORANDUM**

**TO:** Dr. Rob Pecot, Superintendent  
**FROM:** Tania Salinas, Assoc Supt of Business Services  
**DATE:** August 29, 2024  
**SUBJECT:** **Approve the Purchase and Installation of HVAC Units for West High Kitchen**

**BACKGROUND:** Tracy Unified Food Services plans to purchase four Mitsubishi Electric Wall Mounted HVAC units for the West High kitchen. The total value of the project including installation is \$56,593 which is under the state and federal bid threshold.

**RATIONALE:** Approval of this agenda item gives authorization to the Food Service Director to purchase the equipment and to sign a contract with IC Refrigeration to install the equipment. This equipment is necessary to keep the kitchen temperature tolerable for food service staff.

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

**RECOMMENDATION:** Approve the Purchase and Installation of HVAC Units for West High Kitchen.

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



## **BUSINESS SERVICES MEMORANDUM**

**TO:** Dr. Rob Pecot, Superintendent  
**FROM:** Tania Salinas, Assoc Supt of Business Services  
**DATE:** August 29, 2024  
**SUBJECT:** **Approve the Unaudited Statement of Receipts and Expenditures for the 2023-2024 Fiscal Year**

**BACKGROUND:** Education Code Section 42100 requires that the governing board, on a form prescribed by the Superintendent of Public Instruction, submit an annual statement of all receipts and expenditures of the district for the preceding year and file that statement with the county superintendent of schools. This document is commonly known as the “unaudited actuals.”

**RATIONALE:** The information compiled in this report is the basis for the annual financial audit. The county superintendent of schools is required to verify the mathematical accuracy of the unaudited actual statement and transmit a copy to the Superintendent of Public Instruction.

**FUNDING:** The unaudited actuals report has no direct impact on funding, however, the information about past year revenues and expenses establishes the beginning balance for the 2024-2025 budget, which will be considered in a future update to the current year budget.

**RECOMMENDATION:** Approve the Unaudited Statement of Receipts and Expenditures for the 2023-2024 Fiscal Year.

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



## EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Robert Pecot, Superintendent  
**FROM:** Dr. Zachary Boswell, Assoc Supt of Educational Services  
**DATE:** August 27, 2024  
**SUBJECT:** **Adopt Resolution # 24-03: A Declaration That There Are Sufficient Textbooks and Instructional Materials for the Students of Tracy Unified School District**

**BACKGROUND:** California Education Code 60119 and 5 CCR 9531 require that the governing board annually makes a determination through a resolution that each pupil in each school in the District has sufficient textbooks or instructional materials, including materials in a digital format under specified conditions, in each subject that are consistent with the content and cycles of the curriculum framework adopted by the State Board.

**RATIONALE:** The resolution is a requirement of the state audit guide and the terms of the Williams Settlement. This item aligns with District Strategic Goal #1: Prepare all students for college and careers and ensure all students meet grade level standards with a focus on closing the achievement gap between all student groups using accelerated learning and tiered supports.

**FUNDING:** No cost to the District.

**RECOMMENDATION:** Adopt Resolution #24-03: A Declaration that there are Sufficient Textbooks and Instructional Materials for the Students of Tracy Unified School District.

**Prepared by:** Sally Soberanes, Coordinator of Instructional Media Services and Curriculum.



**TRACY UNIFIED SCHOOL DISTRICT  
RESOLUTION # 24-03**

**DETERMINATION OF SUFFICIENT TEXTBOOKS ALIGNED TO THE CONTENT  
STANDARDS AND INSTRUCTIONAL MATERIALS 2024-25**

**Whereas**, the Governing Board of Tracy Unified School District, in order to comply with the requirements of Education Code 60119 held a public hearing on September 10, 2024, at 7:00 PM, which is on or before the eighth week of school (between the first day that students attend school and the end of the eighth week from that day) and which did not take place during or immediately following school hours, and;

**Whereas**, the Board provided at least 10 days' notice of the public hearing by posting it in at least three public places within the District stating the time, place, and purpose of the hearing, and;

**Whereas**, the Board encouraged participation by parents/guardians, teachers, members of the community, and bargaining unit leaders in the public hearing, and;

**Whereas**, information provided at the public hearing detailed the extent to which textbooks and instructional materials were provided to all students, including English learners, in the Tracy Unified School District, and;

**Whereas**, the definition of “sufficient textbooks or instructional materials” means that each student, including each English learner, has a standards-aligned textbook and/or instructional materials to use in class and to take home, which may include materials in a digital format but shall not include photocopied sheets from only a portion of a textbook or instructional materials copied to address a shortage, and;

**Whereas**, between the 2008-09 through the 2024-25 fiscal years, the definition of “sufficient textbooks or instructional materials” also means that all students who are enrolled in the same course within the Tracy Unified School District, have standards-aligned textbooks or instructional materials from the same adoption cycle, and;

**Whereas**, sufficient textbooks or instructional materials were provided to each student, including each English learner, that are aligned to the academic content standards and consistent with the cycles and content of the curriculum frameworks in the following subjects:

- ENGLISH LANGUAGE ARTS (K-8), adopted 2017 (implemented 2017 in K-5 and 2018 in 6-8)

Grade Level/Course	Adopted Materials	Publisher	Copyright
K-5	<i>Wonders</i>	McGraw Hill	2017
6-8	<i>StudySync</i>	McGraw Hill	2017
K-5 Bilingual	<i>Maravillas</i>	McGraw Hill	2017

- MATHEMATICS (K-8), adopted 2014 and 2015:

Grade Level/Course	Adopted Materials	Publisher	Copyright
K-5	<i>My Math</i>	McGraw-Hill	2014
K-5 Bilingual	<i>Mis Matemáticas</i>	McGraw-Hill	2014
6-8	<i>Digits</i>	Pearson	2015
Algebra Readiness, Special Education Math	<i>Bridge to Algebra</i>	Carnegie Learning	2014
Algebra 1, Special Education Algebra	<i>Algebra 1</i>	Houghton Mifflin Harcourt	2015
Geometry, Special Education Geometry	<i>Geometry</i>	Houghton Mifflin Harcourt	2015
Algebra 2	<i>Algebra 2</i>	Houghton Mifflin Harcourt	2015

- SCIENCE (K-8), adopted 2022:

Grade Level/Course	Adopted Materials	Publisher	Copyright
K-5	<i>Science Dimensions</i>	Houghton Mifflin Harcourt	2020
6-8	<i>Amplify Science</i>	Amplify	2018

- HISTORY-SOCIAL SCIENCE adopted 2019:

Grade Level/Course	Adopted Materials	Publisher	Copyright
K-5	<i>myWorld Interactive</i>	Pearson	2019
K-5 Bilingual	<i>miMundo Interactivo</i>	Pearson	2019
6-8	<i>World History: Ancient Civilizations-6th</i> <i>World History: Medieval and Modern Times-7th</i> <i>American Stories-8th</i>	National Geographic Learning / Cengage	2019

- ENGLISH LANGUAGE ARTS (High School), adopted 2008 and 2017:

Grade Level/Course	Adopted Materials	Publisher	Copyright
Acc English, Adv Eng 1, AgSci Adv Eng 1, Beg ELD, ELD 9, English 1, Eng 1 Acad, English 1 MHSA, English 1 PreAP, Eng 1 AcadPreAP, Eng 1 PreAP MHSA, Modified Eng, Newcomer ELD	<i>StudySync (9)</i>	McGraw Hill	2017
Acc English, Adv Eng 2, AgSci Adv Eng 2, Beg ELD, ELD 10, English 2, Eng 2 Academy, English 1 MHSA, Eng 2 PreAP, Eng 2 Acad PreAP, Eng 2 PreAP MHSA, Modified Eng, Newcomer ELD	<i>StudySync (10)</i>	McGraw Hill	2017
Acc English, AgSci Eng 3, AP English Lit, Beg ELD, ELD 11, English 3, English 3 Acad, English IB HL1, Modified Eng, Newcomer ELD	<i>StudySync (11)</i>	McGraw Hill	2017
AP English Lang	<i>The Language of Composition</i>	Bedford/St. Martins (VHPS)	2008
Acc English, AgSci Eng 4, AP English Lit, Beg ELD, ELD 12, English 4, English 4 Acad, English 4 MHSA, English IB HL2, Modified Eng, Newcomer ELD	<i>StudySync (12)</i>	McGraw Hill	2017

- MATHEMATICS (High School), adopted 2015, 2017, and 2021:

Grade Level/Course	Adopted Materials	Publisher	Copyright
Acc Math, Algebra Read, Mod Math	<i>Bridge to Algebra</i>	Carnegie Learning	2011
Acc Algebra, Acc Bas Alg, Algebra 1, Algebra 1A, Algebra 1B, Algebra 1 MHSA, Algebra 1 w/Sup, Mod Algebra	<i>HMH Algebra 1 Volume 1 &amp; 2</i>	Houghton Mifflin Harcourt	2015
Geometry, Geometry ELL, Geometry MHSA, Geometry PreAP	<i>HMH Geometry Volume 1 &amp; 2</i>	Houghton Mifflin Harcourt	2015
Adv Algebra 2, Algebra 2, Alg 2 PreAP	<i>HMH Algebra 2 Volume 1 &amp; 2</i>	Houghton Mifflin Harcourt	2015
AP Statistics	<i>The Practice of Statistics, 5e</i>	W. H. Freeman	2018
Calculus AP (AB), Calculus AP (BC)	<i>Calculus, 11e</i>	Cengage Learning	2016
AP Comp Sci A	<i>Objects First with Java; a Practical Introduction Using BlueJ</i>	Pearson Education	2012
Adv Math, PreCal, Pre-Calculus	<i>PreCalculus w/Limits; A Graphing Approach 7e</i>	Cengage	2016
IB Math	<i>Mathematics: Applications and Interpretation, Standard Level 1e</i>	Oxford University Press	2019

- SCIENCE (High School), adopted 2007, 2022 and 2024:

Grade Level/Course	Adopted Materials	Publisher	Copyright
AP Biology	<i>Biology for the AP Course</i>	Bedford St Martins	2022
Biology IB HL1, Biology IB HL2	<i>Biology Course Companion</i>	Oxford University Press	2023
ENH Biology, ENH Biology Acad	<i>Inquiry Into Life</i> <i>Biozone</i> (digital website)	McGraw Hill	2022
Biology, Biology Ag, Biology ELL, Biology MM, Mod Biology	<i>CA Inspire Science</i>	McGraw Hill	2020
AP Chemistry	<i>Chemistry: The Central Science</i> , 14th ed	Prentice Hall	2018
Chemistry IB SL	<i>Standard Level Chemistry for the IB Diploma Programme</i> , 3 <sup>rd</sup> ed	Pearson Education Limited	2023
Chemistry, Chemistry Acad, Chemistry Ag, Chemistry ELL, Chemistry MM	<i>STEMscopes</i>	Accelerate Learning	2022
Physics, Physics Acad, Physics Ag, Physics MM, ENH Physics	<i>Physics of the Universe</i>	Discovery Education	2022
Ag Earth Science, Astronomy, Earth Sci, Earth Sci ELL, Mod Earth Sci	<i>Earth Science</i>	Holt	2006
AP Environmental Science	<i>Environmental Science for AP</i>	Friedland and Relyea	2023
Human Physiology Human Physiology ELL	<i>Essentials of Human Anatomy and Physiology</i> , 13 <sup>th</sup> edition	Prentice Hall	2022
ENH Chem, ENH Chem Acad	<i>Chemistry in the Earth System</i> <i>Pivot Interactives</i> (website)	Houghton Mifflin Harcourt	2020
AP Physics 1	<i>Cutnell Physics, AP Edition</i>	Wiley Houghton Mifflin	2018
AP Physics C	<i>Fundamentals of Physics</i> , 8th ed	People's Publishing/Wiley	2007
Physics IB SL	<i>Standard Level Physics for the IB Diploma Programme</i> , 3 <sup>rd</sup> ed	Pearson Education Limited	2023
Lab Research BioTech 1-3, BioTechnology 1-3	<i>Biotechnology: Science for the New Millennium</i> , 1 <sup>st</sup> ed	EMC Paradigm Publishing	2007
Environmental Systems and Societies IB	<i>Environmental Systems and Societies for the IB Diploma</i> , 2 <sup>nd</sup> ed	Cambridge University Press	2016

- HISTORY / SOCIAL SCIENCE (High School), adopted 2006, 2015, 2019, 2022:

Course / Grade Level	Adopted Materials	Publisher	Copyright
<b>Grade 12</b>			
AgSci Govt/Econ, Amer Govt/Econ, Govt/Econ ELL, Mod Econ/Govt	<i>Magruder's American Government</i>	Pearson	2019
AgSci Govt/Econ, Amer Govt/Econ, Econ/Amer Govt, Govt/Econ ELL, Mod Econ/Govt	<i>Economics Principles in Action</i>	Pearson	2019
IB H History of the Americas 2	<i>Making America</i>	Cengage	2019
	<i>History of the Americas, 1880-1981</i>	Oxford University Press	2015
	<i>The Mexican Revolution 1884-1940</i>	Hodder	2014
	<i>The Move to Global War</i>	Oxford University Press	2015
AP US Gov & Politics	<i>American Government: Stories of a Nation</i>	Bedford, Freeman, and Worth	2021
<b>Grade 11</b>			
AgSci US Hist, Modif US Hist, US History, US History ELL	<i>U.S. History 1877 to the Present: America Through the Lens</i>	National Geographic Learning/Cengage	2019
AP US History	<i>American History: Connecting with the Past, 15<sup>th</sup> ed.</i>	McGraw Hill	2015
IB H History of the Americas 1	<i>A People and a Nation</i>	Cengage	2019
	<i>Latin America: An Interpretive History</i>	Pearson	2017
	<i>Major Problems in American History</i>	Cengage	2017
<b>Grade 10</b>			
World History, Special Education World History			
Pre IB AgSci SS 2 (THS only), World History Pre-AP	<i>Modern World History</i>	Houghton Mifflin Harcourt	2019
Pre IB History of the Humanities/ Advanced World History (THS only)	<i>Modern World GCSE</i>	Social Studies School Service	2002
	<i>World History, Volume II-Since 1500</i>	Thomson/Wadsworth	2007
	<i>Ways of the World Since 1200</i>		2020
AP World History	<i>Thinking Through Sources for Ways of the World</i>	Bedford/St Martins	2020

- WORLD LANGUAGES, adopted 2012, 2023:

Course / Grade Level	Adopted Materials	Publisher	Copyright
Spanish 1	<i>Senderos, Lv 1</i>	Vista Higher Learning	2023
Spanish 2	<i>Senderos, Lv 2</i>	Vista Higher Learning	2023
Spanish 3 PreAP, Spanish IB HL1	<i>Senderos, Lv 3</i>	Vista Higher Learning	2023
AP Spanish Language and Culture	<i>TEMAS</i>	Vista Higher Learning	2020
Spanish IB HL2, Spanish 5	<i>Senderos, Lv 4</i>	Vista Higher Learning	2023
AP Spanish Literature	<i>Reflexiones; Introduccion a la literatura hispanica</i>	Pearson	2013
Spanish/Spanish Spkrs 1	<i>Galeria Lv 1</i>	Vista Higher Learning	2023
Spanish/Spanish Spkrs 2	<i>Galeria Lv 2</i>	Vista Higher Learning	2023
French 1	<i>Chemins Lv 1</i>	Vista Higher Learning	2023
French 2	<i>Chemins Lv 2</i>	Vista Higher Learning	2023
French 3 PreAP, French IB HL1	<i>Chemins Lv 3</i>	Vista Higher Learning	2023
French IB HL2	<i>Le monde en francais</i>	Advance Materials	2011
AP French Lang	<i>Chemins Lv 4</i>	Vista Higher Learning	2023

- ENGLISH LANGUAGE DEVELOPMENT MATERIALS, adopted 2007:

Grade Level	Adopted Materials	Publisher	Copyright
6-8	StudySync	McGraw Hill	2017
9-12			
Beginning ELD			
Intermediate ELD			
Early Advanced ELD	StudySync	McGraw Hill	2017
Advanced ELD			
English I, II, III, IV			

**Whereas**, sufficient textbooks or instructional materials were provided to each student enrolled in foreign language or health classes, and;

**Whereas**, laboratory science equipment was available for science laboratory classes offered in grades 9-12, inclusive;

Therefore, it is resolved that for the 2024-2025 school year, the Tracy Unified School District has provided each student with sufficient textbooks and instructional materials aligned to the academic content standards and consistent with the cycles and content of the curriculum frameworks.

**APPROVED AND ADOPTED**, this 10<sup>th</sup> day of September, 2024 at a meeting, by the following vote:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

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

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



## EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Rob Pecot, Superintendent  
**FROM:** Dr. Zachary Boswell, Associate Superintendent of Educational Services  
**DATE:** August 29, 2024  
**SUBJECT:** **Acknowledge Revisions to Board Policy 5141.21 Administering Medications and Monitoring Health Conditions (Second Reading)**

**BACKGROUND:** The presence of Automated External Defibrillators (AEDs) in schools is a crucial component of ensuring the safety and well-being of students, staff, and visitors. Sudden cardiac arrest (SCA) can occur without warning, and immediate intervention is essential to increase the chances of survival. AEDs are designed to be user-friendly, providing clear instructions that allow even untrained bystanders to assist in a cardiac emergency effectively.

**RATIONALE:** AEDs significantly increase the survival rates of individuals experiencing SCA. When used within the first few minutes of collapse, AEDs can restore a normal heart rhythm and improve outcomes. Given that emergency medical services (EMS) response times can vary, having AEDs on site ensures that life-saving measures can be initiated promptly.

**High-Risk Population:** Schools are populated by a diverse group, including children, adolescents, and adults, some of whom may have underlying heart conditions or other risk factors for SCA. Physical activities, sports, and high-stress situations common in school environments can also trigger cardiac events, making it vital to have AEDs readily available.

**FUNDING:** There is no cost associated with this Agenda item.

**RECOMMENDATION:** Acknowledge Revisions to Board Policy 5141.21 Administering Medications and Monitoring Health Conditions (Second Reading).

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

## **ADMINISTERING MEDICATION AND MONITORING HEALTH CONDITIONS**

The Governing Board recognizes that students may need to take prescribed medication during the school day in order to be able to attend school without jeopardizing their health.

When the district has received written statements from the student's physician and parent/guardian detailing the type of medication, dosage amount, administration method, and administration time, designated personnel shall assist the student in taking the medication. Medication will be given to the school in a pharmacy labeled bottle that includes the student's name, name of the physician, medication and dosage of medication to be given. Under no circumstances are school personnel to provide any medication to student's without proper authorization from a physician, including over-the-counter medication.

In addition, upon written request, designated personnel may assist the student in monitoring, testing or other treatment of an existing medical condition (Education Code 49423)

Upon written request by the parent/guardian and with the approval of the student's physician, a student with an existing medical condition that requires frequent monitoring, testing or treatment may be allowed to self administer this service. The student shall observe universal precautions in the handling of blood and bodily fluids.

### **AED**

The Board will have AEDs available at designated locations within designated schools. These devices shall be maintained in proper working order and accessible during school hours and at school-sponsored events. This policy outlines the responsibilities and procedures for AED use. The school administration is responsible for ensuring that AEDs are installed at strategic locations within the school. They must maintain a record of AED locations and ensure the visibility of AED signage. Additionally, they are tasked with designating and training staff members in the use of AEDs and cardiopulmonary resuscitation (CPR). The designated AED Coordinator is responsible for overseeing the implementation of the AED program, ensuring that AEDs are regularly maintained and tested according to manufacturer guidelines. They also conduct regular training sessions for staff and maintain a list of certified AED users. School staff members are required to participate in AED and CPR training, follow the established procedures for AED use during emergencies, and report any use of the AED to the AED Coordinator immediately.

## ADMINISTERING MEDICATION AND MONITORING HEALTH CONDITIONS

### Opioid Overdose

The Governing Board recognizes that school districts, county offices of education or charter schools may provide naloxone hydrochloride or another opioid antagonist to school nurses and trained personnel who have volunteered and school nurses or trained personnel may use naloxone hydrochloride or another opioid antagonist to provide emergency medical aid to persons suffering, or reasonably believed to be suffering, from an opioid overdose. They will be authorized to administer naloxone hydrochloride in accordance with administrative regulations and will be accorded appropriate liability protection.

The Superintendent or designee shall make naloxone hydrochloride or another opioid antagonist available for emergency medical aid to any person suffering, or reasonably believed to be suffering, from an opioid overdose. (Education Code 49414.3)

### Anaphylactic Injections

The Board recognizes that some students have allergies of such severity that they may require an emergency anaphylactic injection during the course of the school day. Parents/guardians who are aware of this foreseeable need may ask the district to provide such injections in accordance with administrative regulations. All medication for injections shall be labeled with the student's name, type of medicine, and expiration date. As with any medication, a physician's signature and parent/guardian signature on the proper form is required.

School staff who may be required to administer anaphylactic injections shall receive training from qualified medical personnel. They will be authorized to administer the injections in accordance with administrative regulations and will be accorded appropriate liability protection.

The principal or designee (school nurse) shall schedule inservice meetings to:

1. Familiarize authorized staff with the prescribed medication and its location
2. Ensure that authorized staff are competent to administer anaphylactic injections.
3. Train all school personnel to recognize the symptoms of anaphylactic reactions.

Physicians and parents/guardians of students who may require anaphylactic injections may be invited to attend these meetings.

The principal or designee shall prepare a list naming the student who may need emergency anaphylactic injects. This list shall be given to all concerned staff and updated

### ADMINISTERING MEDICATION AND MONITORING HEALTH CONDITIONS

annually. The principal or designee shall post, in the school health office, a list of symptoms usually associated with anaphylactic reactions and a clear, specific procedure

for administering injections in case of emergency. If authorized staff are not available at the time of an emergency, this written procedures will be followed by anyone who must administer the injection in order to save a life.

#### **Legal Reference:**

##### EDUCATION CODE

49407	Liability for treatment
49408	Emergency information
49423	Administration of prescribed medication for student
49423.5	Specialized health care services
49426	School nurses
49480	Continuing medication regimen; notice
<b>49414.3</b>	<b>Pupil and Personnel Health</b>

##### BUSINESS AND PROFESSIONS CODE

2700-2837	Nursing
2726	Authority not conferred
2727	Exception in general



# HUMAN RESOURCES MEMORANDUM

**TO:** Dr. Robert Pecot, Superintendent  
**FROM:** Tammy Jalique, Assoc. Supt. Of Human Resources  
**DATE:** August 27, 2024  
**RE:** **Adopt Resolution No. 24-04 Authorizing Teachers to Teach Outside Their Credential Authorizations**

**BACKGROUND:** Education Code Section §44263 authorizes teachers to teach outside their credential authorization provided that the teachers have eighteen (18) semester units of lower division coursework or nine (9) semester units of upper division or graduate coursework, in the content taught, and teach any subject in departmentalized classes to a given class or group of students in grades K-12. The Tracy Unified School District currently has three (3) qualified teachers consenting to Ed Code §44263.

Education Code Section §44256(b) authorizes the holder of a multiple subject teaching credential or a standard elementary credential to teach any subject in departmentalized classes to a given class or group of students 8<sup>th</sup> grade and below provided that the teacher has completed at least twelve (12) semester units of lower division or six (6) semester units of upper division or graduate coursework at an accredited institution in each subject to be taught. The Tracy Unified School District currently has eleven (11) qualified teachers consenting to Ed Code §44256(b).

**RATIONALE:** In all the above instances, the teacher involved must give their consent and the Board must adopt a resolution authorizing the assignments, (see attached). 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.

**FUNDING:** There is no fiscal impact.

**RECOMMENDATION:** Adopt Resolution No. 24-04 Authorizing Teachers to Teach Outside Their Credential Authorizations.

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



**BEFORE THE BOARD OF TRUSTEES OF TRACY UNIFIED SCHOOL DISTRICT OF  
SAN JOAQUIN AND ALAMEDA COUNTIES, STATE OF CALIFORNIA  
RESOLUTION 24-04  
AUTHORIZING TEACHERS TO TEACH OUTSIDE OF THEIR CREDENTIAL  
AUTHORIZATIONS 2024-2025**

**BE IT RESOLVED** that the Governing Board pursuant to Education Code Sections §44263 hereby authorizes teachers to teach outside their credential authorization provided that the teacher has eighteen (18) semester units of lower division coursework or nine (9) semester units of upper division or graduate coursework in the content taught, and teach any subject in departmentalized classes to a given class or group of students in grades K-12. The Tracy Unified School District currently has three (3) qualified teachers consenting to Ed Code §44263.

Education Code Section §44256(b) authorizes the holder of a multiple subject teaching credential or a standard elementary credential to teach any subject in departmentalized classes to a given class or group of students below grade nine (9), provided that the teacher has completed at least twelve (12) semester units of lower division or six (6) semester units of upper division or graduate coursework at an accredited institution in each subject to be taught. The Tracy Unified School District currently has eleven (11) qualified teachers consenting to Ed Code §44256(b).

PASSED and ADOPTED by the Board of Trustees of the Tracy Unified School District, San Joaquin and Alameda Counties, State of California this 10th day of September 2024 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

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President  
Board of Trustees  
Tracy Unified School District

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Clerk  
Board of Trustees  
Tracy Unified School District

ATTESTED:

I hereby certify that the foregoing resolution was adopted by the Board of Trustees of the Tracy Unified School District of San Joaquin and Alameda Counties on the date shown above.

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Clerk  
Board of Trustees

Tracy Unified School District

TEACHERS TEACHING OUTSIDE THEIR CREDENTIALS 2024-2025 SCHOOL YEAR			
Teacher's Name	Site	Ed Code	Subject
Arbogast, Dawn	Monte Vista	44256(b)	Algebra I
Azevedo, Jolene	Monte Vista	44256(b)	Physical Education
Crawford, Donna	Monte Vista	44256(b)	English
Gibbons-Couris, Sarah	Monte Vista	44256(b)	English
Williams, Tia	Monte Vista	44256(b)	Social Science
Mizuno, Grant	Kimball High	44263	Computer Science
Anastasio, Stephen	North	44263	Physical Education
Adams, David	Poet Christian	44256(b)	7th/8th Grade Math
Telles, Jeffrey	Poet Christian	44256(b)	History
Piuser, Adam	Tracy High	44263	Computer Science
Campbell, Rhonda	Williams	44256(b)	English
Ignatovich, Teresa	Williams	44256(b)	English
Mohr, Laura	Williams	44256(b)	Social Sciences/ Reading
Reszka, Cheryl	Williams	44256(b)	Social Science/Technology

Ed Code 44263	3 teachers
Ed Code 44256(b)	11 teachers



# HUMAN RESOURCES MEMORANDUM

**TO:** Dr. Robert Pecot, Superintendent  
**FROM:** Tammy Jalique, Assoc. Supt. Of Human Resources  
**DATE:** August 28, 2024  
**RE:** **Approve a Variable Term Waiver for Multiple Subject, Single Subject, and Education Specialist Teachers**

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

**RATIONALE:** The district needs Board authorization to request the waiver. Our teachers will remain credentialed under a waiver for 2024-2025 school year allowing them additional time to complete Pre-Service program requirements, including the Subject Matter Competency requirements, resulting in Intern Credential eligibility upon completion of those requirements.

**FUNDING:** No fiscal impact.

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

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

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

**DECLARATION**

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

Rylie Costa; Williams Middle School; Physical Education

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

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

Date \_\_\_\_\_

**ATTEST:**

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

Date \_\_\_\_\_



# HUMAN RESOURCES MEMORANDUM

**TO:** Dr. Robert Pecot, Superintendent  
**FROM:** Tammy Jalique, Associate Superintendent of Human Resources  
**DATE:** August 27, 2024  
**SUBJECT:** Approve Revised Job Description for Coordinator of Maintenance, Operations, and Transportation (MOT)

**BACKGROUND:** The District continues the process of developing and updating job descriptions to ensure they accurately reflect current essential functions of the position, District requirements, and any Federal or California Department of Education requirements. The revisions to this job description are necessary to better serve the needs of the District.

**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:** No fiscal impact.

**RECOMMENDATION:** Approve Revised Job Description for Coordinator of Maintenance Operations, and Transportation (MOT).

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

## TRACY UNIFIED SCHOOL DISTRICT JOB DESCRIPTION

**POSITION TITLE:** Coordinator of Maintenance, Operations, and Transportation (MOT)

**POSITION SUMMARY:** Under the general direction of the Director of ~~Materials~~, **Maintenance**, Operations, and Transportation (MOT) works to organize, evaluate, coordinate, and supervise the routine and ongoing operations of the District, and to communicate the organization's goals, procedures, and objectives. This is a twelve-month position.

### **ESSENTIAL FUNCTIONS:**

1. Coordinates, supervises, trains, and evaluates all MOT staff, including maintenance, custodial, grounds, transportation, clerical, and substitute employees. Supervises work of the MOT staff in the absence of the Director of MOT.
2. Works a flexible schedule in order to assist the Director of MOT in the supervision and training of maintenance, custodial, grounds, and transportation staff.
3. Assists in the selection or recommendations for employment or assignment of all MOT personnel.
4. Assists in the planning and prioritization of work schedules of MOT personnel.
5. **Coordinates MOT projects with MOT contractors including, but not limited to, job walks, specification development, inspections, and scheduling with site administration.**
6. Conducts staff meetings to facilitate communication, establish routines, report issues, and solve problems.
7. **Assists in the implementation of the District's emergency plan through coordination with internal staff and public emergency services personnel.**
8. Assists in the supervision and coordination of the rental of school facilities, buses, and vans.
9. Conducts routine inspections of all district facilities and vehicles for safety and cleanliness and assists the Director of MOT in coordination and supervision of the repairs of equipment and facilities. Prepares and monitors reports associated with removal of hazardous waste.
10. Ensures MOT employees comply with all district's, local, county, state, and federal safety requirements, including the use of personal protective equipment.
11. Recommends and implements changes and improvements regarding safety, cleanliness, and scheduling of District facilities and vehicles.
12. Prepares oral or written reports, both of a routine or of a confidential nature.
13. Operates standard office equipment and software, and maintains records required by local, County, State, and Federal Agencies. Assists in maintaining various records, files, and filing systems, including, but not limited to, work order status, scheduling, evaluation, mileage, safety, and training records.
14. Follow up on, and resolve, departmental complaints.
15. **Collaborates with Special Education Department staff and parents/guardians to address solutions to transportation-related issues when transporting Special Education Students.**
16. Responds to inquiries via telephone, in person, mail, and e-mail, and answers questions regarding MOT issues, including, but not limited to, field trip requests, district vehicle requests, vehicle repair procedures, facility rental requests, and bus pass applications. Meet with school district employees, students, officials, and the public regarding MOT problems and needs.

17. Respond to issues related to the MOT department that require immediate support outside of regular working hours.
18. Operates various District vehicles and equipment as needed.
19. Maintains regular and prompt attendance in the workplace.
20. Performs other related duties as assigned.

**EDUCATION AND EXPERIENCE:** Ability to provide and carry out oral and written directions in English, read and speak at a level sufficient to fulfill the duties described; ability to communicate in Spanish or Portuguese preferred. High school diploma or equivalent required. AA/BA in Business Administration, Accounting or other related leadership discipline preferred. Five (5) years school bus driver experience and two (2) years supervision experience preferred. Possession of valid Class-B Driver's License preferred, Medical Examiner's Certificate preferred, California Special Driver's Certificate preferred, and First Aid Card preferred.

**SKILLS AND QUALIFICATIONS:**

1. Ability to plan and administer a District-wide maintenance, operations, and transportation program.
2. Knowledge of and the ability to read and interpret laws and regulations governing the transportation of students and fleet maintenance.
3. Knowledge of safe driving practices, and ability to develop and monitor defensive driving practices and techniques.
4. Ability to prepare estimates and maintain records of times, resources, and costs of projects, routes, trips, and repairs.
5. Ability to make mathematical calculations with accuracy and generate computer spreadsheets as a management tool.
6. Ability to read and develop a variety of routes, schedules, and maps, manage routing software.
7. Ability to anticipate, recognize, evaluate, and control health hazards in the work environment.
8. Maintain safe driving practices and be district-insurable.
9. Knowledge of first aid and emergency methods, practices, and procedures.
10. Ability to operate a variety of communication devices and dispatch MOT staff to work assignments.
11. Ability to develop and maintain cooperative working relationships with those contacted in the course of work.

**PHYSICAL REQUIREMENTS:**

Employees in this position must have the ability to:

1. Sit for extended periods of time.
2. Enter data into computer terminal, operate standard office equipment, and use electronic communication devices.
3. See and read a computer screen and printed matter, with or without vision aids.
4. Hear and understand speech at normal levels and on the telephone with or without hearing aids.
5. Speak so that others may understand at normal levels and on the telephone.
6. Stand and or walk on hard and or uneven surfaces for extended periods of time.
7. Bend, squat, stoop, and or climb for extended periods of time.
8. Push, pull up to 100 pounds for brief periods of time.
9. Lift and carry up to 100 pounds at shoulder heights for short distances.
10. Repetitive hand/arm movements (grasp/pinch, etc.) for extended periods of time.

11. Reach above shoulder height, push/pull.
12. Lift and or support up to 50 pounds for short periods of time.
13. Right/left foot movements as in operating foot controls for extended periods of time.

**WORK ENVIRONMENT:**

Employees in this position will be required to work indoors and outdoors in various conditions during the course of the required schedule. Exposure to noise, dust, and fume levels will vary according to equipment and projects. As required, must wear protective devices such as hard hat, closed toe shoes, earplugs, dust mask, and safety glasses. Employees will be exposed to vibrations.

**SALARY:** Classified Management Range ~~23~~ 26

**DAYS OF SERVICE:** 225

Board Approved: TUSD 8/23/16

Revised: TUSD 10/11/16

Revised: TUSD 11.8.16 (range only)