

**NOTICE**  
**REGULAR MEETING OF THE GOVERNING BOARD**  
**TRACY UNIFIED SCHOOL DISTRICT**  
**AUGUST 23, 2022**

**PLACE: DISTRICT EDUCATION CENTER**  
**SUPERINTENDENT'S CONFERENCE ROOM**  
**1875 WEST LOWELL AVENUE**  
**TRACY, CALIFORNIA**

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

**TIME: 6:15 PM Closed Session**  
**7:00 PM Open Session**

**AGENDA**

- |           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                |
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| <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, A. Alexander, A. Blanco, N. Erskine, Z. Hoffert, S. Kaur, L. Souza<br>Staff: R. Pecot, T. Jalique, J. Stocking, T. Salinas, S. Smith                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                |
| <b>3.</b> | <b>Closed Session:</b> Opportunity to Address the Board Regarding Closed Session Items which follow. Closed session is limited to consideration of items specifically authorized under the Government Code and/or the Education Codes.<br><b>3.1 Administrative &amp; Business Services:</b> None.<br><br><b>3.2 Educational Services:</b><br><b>3.2.1</b> Finding of Facts: 22/23#02, 22/23#03, 22/23#04, 22/23#05, 22/23#06, 22/23#07, 22/23#08, 22/23#09<br><b>3.2.2</b> Reinstatements: AR#22-23/#02, AR#22-23/#03, AR#22-23/#04<br><b>Action:</b> Motion___; Second___. <b>Vote:</b> Yes___; No___; Absent___; Abstain___<br><b>3.2.3</b> Early Graduation: WHS#10356957, WMS#10336889<br><b>Action:</b> Motion___; Second___. <b>Vote:</b> Yes___; No___; Absent___; Abstain___<br><br><b>3.3 Human Resources:</b><br><b>3.3.1</b> Consider Paid and Unpaid Leave of Absence for Classified Employee #UCL-420, Pursuant to Article XXIII<br><b>Action:</b> Motion___; Second___. <b>Vote:</b> Yes___; No___; Absent___; Abstain___<br><b>3.3.2</b> Consider Public Employee/Employment/Discipline/Dismissal/Release<br><b>Action:</b> Motion___; Second___. <b>Vote:</b> Yes___; No___; Absent___; Abstain___<br><b>3.3.3</b> Conference with Labor Negotiator<br>Agency Negotiator: Tammy Jalique<br>Associate Superintendent of Human Resources<br>Employee Organization: CSEA, TEA |                |
| <b>4.</b> | <b>Adjourn to Open Session</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                |

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

**6. Closed Session Issues:**

- 6a** Action Taken on Finding of Facts: 22/23#02, 22/23#03, 22/23#04, 22/23#05,  
**3.2.1** 22/23#06, 22/23#07, 22/23#08, 22/23#09  
**Action:** Motion \_\_\_\_ Second \_\_\_\_ **Vote:** Yes \_\_\_\_; No \_\_\_\_; Absent \_\_\_\_; Abstain \_\_\_\_
- 6b** Report Out of Action Taken on Reinstatements: AR#22-23/#02, AR#22-23/#03,  
**3.2.2** AR#22-23/#04  
**Action:** **Vote:** Yes \_\_\_\_; No \_\_\_\_; Absent \_\_\_\_; Abstain \_\_\_\_
- 6c** Report Out of Action Taken on Early Graduation: WHS#10356957,  
**3.2.3** WMS#10336889  
**Action:** **Vote:** Yes \_\_\_\_; No \_\_\_\_; Absent \_\_\_\_; Abstain \_\_\_\_
- 6d** Report Out of Action Taken on Consider Paid and Unpaid Leave of Absence for  
**3.3.1** Classified Employee #UCL-420, Pursuant to Article XXIII  
**Action:** **Vote:** Yes \_\_\_\_; No \_\_\_\_; Absent \_\_\_\_; Abstain \_\_\_\_

**7. Approve Regular Minutes of August 9, 2022**

**1-5**

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

**8. Student Representative Reports:**

**8.1 Tracy High:** Olivia Orcutt; **Kimball High:** Julian Steen, Kylie Woodall; **West High:**  
**Alternative Ed:** Olivia Stephenson

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

- 9.1** Recognize and Congratulate Julia Sawin for Receiving the Silver Medal at the Baton Twirling World Championship Held in Italy  
**9.2** Jacobson Elementary School Presentation

**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.

**10.2 Educational Services:**

**10.2.1** COVID Update

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

**12. PUBLIC HEARING:** None.

- 13. Consent Items:** Actions proposed for consent are consistent with the approved practices of the district and are deemed routine in nature. Trustees receive board agenda background information in advance of scheduled meetings and are prepared to vote with knowledge on the consent items.

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

**Board approval of any agenda item requiring insurance is conditioned upon acceptance of appropriate insurance accepted by Tracy Unified.**

**13.1 Administrative & Business Services:**

- |               |                                                                                                                                                                                                                                 |              |
|---------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|
| <b>13.1.1</b> | Ratify Routine Agreements, Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda                                                                                                   | <b>6-7</b>   |
| <b>13.1.2</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>8-9</b>   |
| <b>13.1.3</b> | Accept and Review the Status of School Connected Organization/Booster Club Applications Submitted for the 2022/23 School Year                                                                                                   | <b>10-11</b> |

**13.2 Educational Services:**

- |               |                                                                                                                                                                                                         |              |
|---------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|
| <b>13.2.1</b> | Agreement for Contract Services between Scott Backovich/Envolve Schools and TUSD for the 2022-2023 School Year to Provide Leadership Training to Students in Leadership Positions at THS, KHS, and WHS  | <b>12-16</b> |
| <b>13.2.2</b> | Approve Agreement for Special Contract Services with Affinity Transportation LLC to Provide Transportation Services for Special Education Students to a Non-Public School for the 2022-2023 School Year | <b>17-20</b> |
| <b>13.2.3</b> | Approve Agreement for Contract Services between 360 Degree Customer Inc. and Health Services Department for the 2022-2023 School Year                                                                   | <b>21-24</b> |
| <b>13.2.4</b> | Approve Partnership Agreement for Instructional Services between San Joaquin Delta Community College District and Tracy Unified School District                                                         | <b>25-30</b> |

**13.3 Human Resources:**

- |               |                                                                                                              |              |
|---------------|--------------------------------------------------------------------------------------------------------------|--------------|
| <b>13.3.1</b> | Accept Resignations/Retirements/Leave of Absences for Classified, Certificated, and/or Management Employment | <b>31-33</b> |
| <b>13.3.2</b> | Approve Classified, Certificated, and/or Management Employment                                               | <b>34-41</b> |
| <b>13.3.3</b> | Approve a Variable Term Waiver for Multiple Subject, Single Subject and Education Specialist Teachers        | <b>42-43</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:**

- |                                                                                         |                                                         |              |
|-----------------------------------------------------------------------------------------|---------------------------------------------------------|--------------|
| <b>14.1.1</b>                                                                           | Approve Governance Team Handbook                        | <b>44-52</b> |
| <b>Action:</b> Motion___; Second___. <b>Vote:</b> Yes___; No___; Absent___; Abstain___. |                                                         |              |
| <b>14.1.2</b>                                                                           | Approve Naming Facility and Appoint Screening Committee | <b>53</b>    |
| <b>Action:</b> Motion___; Second___. <b>Vote:</b> Yes___; No___; Absent___; Abstain___. |                                                         |              |

**14.2 Educational Services:** None.

**14.3 Human Resources:**

**14.3.1** Adopt Revised Administrative Regulation 4161.8, 4261.8 and 4361.8 **54-63**  
and Abolish Board Policy 4161.8 (Second Reading)

**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 13, 2022

**17.2** September 27, 2022

**17.3** October 11, 2022

**17.4** October 25, 2022

**18. Upcoming Events:**

**18.1** September 5, 2022

No School, Labor Day

**18.2** October 24, 2022

No School, P/T Conferences

**18.3** November 11, 2022

No School, Veteran's Day

**18.4** November 21-25, 2022

No School, Thanksgiving Break

**18.5** December 19-January 2, 2023

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 9, 2022**

- 6:30 PM:** 1-3. President Alexander called the meeting to order and adjourned to closed session.
- Roll Call:** 4.Board: S. Abercrombie, A. Alexander, A. Blanco, Z. Hoffert, L. Souza  
Absent: N. Erskine, S. Kaur  
Staff: R. Pecot, T. Salinas, J. Stocking, B. Etcheverry
- 7:00 PM** 5. President Alexander called the Tracy Unified School District Board of Education to order and led those present in the Pledge of Allegiance.
- Closed Session:** 6a Report Out of Action Taken on Approve Funding for Compensatory  
3.2.1 Education Services for one student per Confidential Settlement Agreement  
**Action:** **Vote:** Yes-4; No-0; Absent-3(Erskine, Kaur, Souza)  
6b Report Out of Action Taken on Approve Funding for Mileage  
3.2.2 Reimbursement per Confidential Settlement Agreement  
**Action:** **Vote:** Yes-4; No-0; Absent-3(Erskine, Kaur, Souza)  
6c Report Out of Action Taken on Reinstatements: AR#22-23/#01  
3.2.3  
**Action:** **Vote:** Yes-4; No-0; Absent-3(Erskine, Kaur, Souza)  
6d Report Out of Action Taken on PE Exemptions: WHS#10335747  
3.2.4  
**Action:** **Vote:** Yes-5; No-0; Absent-2(Erskine, Kaur)
- Minutes:** 7.1 Approve Regular Minutes of June 28, 2022  
**Action:** Abercrombie, Blanco. **Vote:** Yes-4; No-0; Absent-2(Erskine, Kaur); Abstain-1(Souza)  
7.2 Approve Special Minutes of July 25, 2022  
**Action:** Abercrombie, Blanco. **Vote:** Yes-4; No-0; Absent-2(Erskine, Kaur); Abstain-1(Hoffert)
- Audience:** Z. Boswell, J. Noll, R. Call, L. Nelson, T. Calderon, A. Jacobs, S. Theall, J. Nott, S. Brown, A. Lee, B. Brownne, C. Munger, E. Quintana, T. Williams, O. Jackson, J. Ayo, A. Li, P. Williams, West High Track Team members
- Student Rep Reports:** 8. None.
- Recognition & Presentations:** 9.1 Recognize West High Student, Cameron Williams, for Participating in the California Interscholastic Federal State Track and Field Championships in the 2021-22 School Year



Associate Superintendent of Educational Services, Julianna Stocking, presented Cameron with a certificate. This event was last school year, but we wanted to be sure to acknowledge him.

## **9.2 Freiler School Presentation**

Principal, Stephen Theall and Assistant Principal, April Jacobs, presented a power point. They exist to educate their students, develop character and build their futures. This is the work they continue to do throughout the school year. He reviewed what they expect their students to learn and they use many factors in determining how they are learning. They use DNA Illuminate, FastBridge assessments, teacher questions and a review of their work daily. They expect at least 20% of students need some form of intervention to learn. Approximately 15% will master what they are teaching. Some need extra time and support. Teachers and paras will collaborate and decide what students need. They will use the SST process to help determine needs. Social Emotional skills are being taught daily on campus and they are able to meet the needs of students through Faces and Sow a Seed. For more intense services, they will have Valley Community Counseling Services available. They will have spirit days for Character Counts, Kindness and Autism Awareness. They want their student to have big dreams for their futures.

### **Information & Discussion Items:**

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

## **10.2 Educational Services:**

**10.2.1** Receive Report on Updated Teacher Data Tables for the School Accountability Report Cards (SARCs) for Tracy Unified School District for the 2020-2021 School Year

Dr. Zachary Boswell, Director of Curriculum & Accountability/Principal of Tracy Charter School, reported that last year, in order to meet timelines, we had to upload our SARCS before they were totally complete due to the State delays of getting information. That information has now been received and the updated SARCs have been uploaded in English and Spanish.

**10.2.2** Receive Report on Updated Teacher Data Tables for the School Accountability Report Cards (SARCs) for Tracy Independent Study Charter School for the 2020-2021 School Year

Dr. Zachary Boswell, Director of Curriculum & Accountability/Principal of Tracy Charter School, reported that last year, in order to meet timelines, we had to upload our SARCS before totally complete due to the State delays of getting information. That information has now been received and the updated SARCs have been uploaded in English and Spanish.

**10.2.3** COVID Update

Dr. Zachary Boswell, Director of Curriculum & Accountability/Principal of Tracy Charter School presented a power point with the current numbers that showed 31.4 cases per 100,000 for San Joaquin County and 37.7 cases per 100,000 for the State of California.

**10.2.4** Receive Report on Special Education

Mr. Sean Brown, Director of Special Education, presented a power point that showed an update from last year. He reviewed the service providers in the department that includes over 80 teachers, 130 paras, 20 school.

psychologists and 16 speech therapist aides. He reviewed the four areas of focus: inclusion classes, communication, community and compliance. They will be giving community workshops at our school sites.

Trustee Blanco left the meeting at 7:24 p.m.

Trustee Blanco returned to the meeting at 7:25 p.m.

The community workshops will include information on services, resources, parent rights and how to find help. He thanked the board for their support. Their department is growing and doing an amazing job and works with all departments as a team as needed.

**Hearing of Delegations**

11. None.

**Public Hearing:**

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

**Consent Items:**

13. **Board approval of any agenda item requiring insurance is conditioned upon acceptance of appropriate insurance accepted by Tracy Unified.**  
**Action:** Except 13.3.2 Abercrombie, Souza. **Vote:** Yes-5; No-0; Absent-2(Erskine, Kaur)  
**Action:** On Item 13.3.2. Abercrombie, Souza. **Vote:** Yes-5; No-0; Absent-2(Erskine, Kaur)
- 13.1 **Administrative & Business Services:**
- 13.1.1 Approve Accounts Payable Warrants (May & June 2022) (Separate Cover Item)
- 13.1.2 Approve Entertainment, Assembly, Service, Business and Food Vendors
- 13.1.3 Approve Payroll Reports (May & June 2022)
- 13.1.4 Approve Revolving Cash Fund Reports (May & June 2022)
- 13.1.5 Ratify Routine Agreements, Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda
- 13.1.6 Accept the Generous Donations from the Various Individuals, Businesses, and School Site Parent Teacher Associations Listed Herein with Thanks and Appreciation from the Staff and Students of the Tracy Unified School District
- 13.1.7 Accept and Review the Status of School Connected Organization/Booster Club Applications Submitted for the 2022/23 School Year
- 13.2 **Educational Services:**
- 13.2.1 Approve Agreement for Special Contract Services and Memorandum of Understanding with San Joaquin County Office of Education, Language and Literacy Department to Provide ELL/ELD Trainings to TUSD Teachers and Staff for the 2022-2023 School Year
- 13.2.2 Approve the Spring 2022 Consolidated Application For Funding (Con App) for the Tracy Unified School District
- 13.2.3 Approve Agreement for Special Contract Services with Parent Institute for Quality Education (PIQE) to Provide Training for Parents at Art Freiler School during the 2022-23 School Year

- 13.2.4 Approve Agreement for Contract Services between Community Medical Center and Special Education for the 2022-2023 School Year
- 13.2.5 Approve Master Contract for Specialized Education of California (Sierra School), NPS for the 2022-2023 School Year  
(Separate Cover Item)
- 13.2.6 Approve Agreement for Special Contract Services with Parent Institute for Quality Education (PIQE) to Provide Training for Parents at Merrill F. West High School during the 2022-2023 School Year
- 13.2.7 Approve Agreement for Special Contract Services between Houghton Mifflin Harcourt and Monte Vista Middle School during the 2022-2023 School Year
- 13.2.8 Approve Master Contract for Summa Academy, NPS for Student Placement for the 2022-2023 and 2023-2024 School Year  
(Separate Cover Item)
- 13.2.9 Approve Master Contract (MC) for Nonpublic, Nonsectarian School Services with Mountain Valley Academy for the 2022-2023 School Year  
(Separate Cover Item)
- 13.2.10 Receive Update on Quarterly Williams Complaint Report for the Quarter ending July 15, 2022

**13.3 Human Resources:**

- 13.3.1 Accept the Resignations/Retirements/Leaves of Absence for Certificated, Classified and/or Management Employees
- 13.3.2 Approve Classified, Certificated and/or Management Employment

**Action Items:**

**14.1 Administrative & Business Services:**

- 14.1.1 Approve 2022-23 45-Day Budget Revision (Separate Cover Item)  
Ms. Tania Salinas, Associate Superintendent of Business Services, presented a power point. TUSD received an additional \$17.9 million in LCFF after the budget was approved in June. The revenue changed because they changed the ADA calculation. Because of declining enrollment, they used a 3-year average. She reviewed a table that showed the revenue changes and how this will change our budget.

**Action:** Abercrombie, Souza. **Vote:** Yes-5; No-0; Absent-2(Erskine, Kaur)

- 14.1.2 Adopt Resolution #22-01 Authorizing and Defining Names to Sign Orders on School District Funds

**Action:** Abercrombie, Souza. **Vote:** Yes-5; No-0; Absent-2(Erskine, Kaur)

**14.2 Educational Services: None.**

**14.3 Human Resources:**

- 14.3.1 Approve a Variable Term Waiver for Administrative Services  
**Action:** Abercrombie, Blanco. **Vote:** Yes-5; No-0; Absent-2(Erskine, Kaur)

- 14.3.2 Approve Referral Incentive Agreements with Bargaining Units  
**Action:** Abercrombie, Souza. **Vote:** Yes-5; No-0; Absent-2(Erskine, Kaur)

- 14.3.3 Approve a Variable Term Waiver for Multiple Subject, Single Subject and Education Specialist Teachers

**Action:** Abercrombie, Souza. **Vote:** Yes-5; No-0; Absent-2(Erskine, Kaur)

- 14.3.4 Adopt Revised Administrative Regulation 4161.8, 4261.8 and 4361.8 and Abolish Board Policy 4161.8 (First Reading)



**Action:** Abercrombie, Souza. **Vote:** Yes-5; No-0; Absent-2(Erskine, Kaur)

**Board Reports:**

Trustee Souza welcomed everyone back. She appreciates Freiler's report and thought Cameron Williams did a great job. She also thanked Mr. Brown for his special education report. Trustee Blanco thanked everyone for starting a great year. Trustee Abercrombie welcomed everyone back and he looks forward to an improved year. He also thanked Freiler School and Mr. Brown for his presentation. Trustee Hoffert thanked everyone for coming and hopes that the approval of the \$8,000 0 will help us fill positions. He feels Dr. Pecot is moving in the right direction. Trustee Alexander thanks everyone for coming out and feels Mr. Brown is doing a wonderful job. He thanked the speakers for their presentation and hopes to have a successful year.

**Superintendent Report:**

Dr. Pecot commented that a few days before the school year starts, everyone is very busy. It started off wonderfully. The professional development provided to our teachers was first rate. The first day of school went great from teachers to principals. People are coming back with a positive attitude. Mask mandates are changing by the day. The theme this year was "Rowing together" and this district rowed together. He thanked all for making that happen.

**Adjourn: 7:47 p.m.**

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
Date



## **BUSINESS SERVICES MEMORANDUM**

**TO:** Dr. Rob Pecot, Superintendent  
**FROM:** Tania Salinas, Assoc Supt of Business Services  
**DATE:** August 9, 2022  
**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  
AUGUST 23, 2022  
SUMMARY OF SERVICES**

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A. Vendor: Heal 360  
Sites: District-wide  
Item: Testing Service Agreement  
Services: Per California Department of Public Health mandates, TUSD has contracted with Heal 360 to provide testing to district employees unable to show proof that they are fully vaccinated. Furthermore, per OSHA requirements, TUSD must test all employees exposed to COVID-19 in the work place at no charge to the employee.  
Cost: \$55/PCR test, \$55/Rapid Antigen test, \$100 for both PCR and Rapid Antigen test.  
Project Funding: ESSER Funds

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B. Vendor: Tracy Breakfast Lions Club  
Sites: Tracy High School  
Item: ASB Concession Stand Contract  
Services: The Tracy Breakfast Lions Club will use the Tracy High School concession stand facility during the high school football season. The THS ASB will supply the ice machine, water, water heater, and electricity. The Tracy Breakfast Lions Club will provide the THS ASB with a sum equal to 60% of the net proceeds.  
Cost: N/A  
Project Funding: N/A

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C. Vendor: Ricoh USA, Inc.  
Sites: Special Education  
Item: Statement of Work  
Services: Scanning and indexing of Special Education student files. Upon completion, files will be delivered as PDF images. The original documents will be shredded and disposed of. At the June 14, 2022 board meeting, this project was quoted for the amount of \$27,448.61. As the project has evolved it has been determined additional funding is required.  
Cost: Not to exceed \$95,000.00  
Project Funding: General Fund

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D. Vendor: AMS.NET  
Sites: Facilities Department  
Item: Contract  
Services: Installation of security cameras at West High School.  
Cost: \$49,225.17  
Project Funding: General Fund/Deferred Maintenance

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|    |                  |                                                       |
|----|------------------|-------------------------------------------------------|
| E. | Vendor:          | Restoration Management Company                        |
|    | Sites:           | Facilities/Hirsch Elementary School                   |
|    | Item:            | Contract                                              |
|    | Services:        | Restoration/Remodel of portable classrooms 19 and 20. |
|    | Cost:            | \$86,781.00                                           |
|    | Project Funding: | General Fund                                          |

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## **BUSINESS SERVICES MEMORANDUM**

**TO:** Dr. Rob Pecot, Superintendent  
**FROM:** Tania Salinas, Assoc Supt of Business Services  
**DATE:** August 10, 2022  
**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:

Tracy Unified School District:

1. Tracy Unified School District: From WM Syposia, Inc. for the amount of \$1,750.00 (ck. #11877). This grant will be utilized to support STEM advancement in T.U.S.D.

Kimball High School:

1. Tracy Unified School District/Kimball High School: From Trosien Orthodontics for the amount of \$500.00 (ck. #0414). This donation will be used towards the purchase of ASB t-shirts and leadership supplies.

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

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

the Facilities Developments and budgeted accordingly. All technology items are reviewed and approved by the Director of Information Services and Educational Technology, prior to Board presentation.

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

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





## BUSINESS SERVICES MEMORANDUM

**TO:** Dr. Rob Pecot, Superintendent  
**FROM:** Tania Salinas, Assoc Supt of Business Services  
**DATE:** August 10, 2022  
**SUBJECT:** **Accept and Review the Status of School Connected Organization/Booster Club Applications Submitted for the 2022/23 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 extra curricular 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 2022/23 School Year.

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



## 2022/2023 School-Connected Organization Booster Clubs

| Organization                       | Status                          | Current Reviewed<br>Bank Statements |
|------------------------------------|---------------------------------|-------------------------------------|
| Bohn PTO                           | <i>Recommended for Approval</i> | <i>Current</i>                      |
| Freiler Staff Parent Association   | <i>Approved</i>                 | <i>Current</i>                      |
| George Kelly Parent Alliance       | <i>Approved</i>                 | <i>Current</i>                      |
| Hirsch PTO                         | <i>Approved</i>                 | <i>Current</i>                      |
| John C. Kimball High PTSA          | <i>Approved</i>                 | <i>Current</i>                      |
| Kimball High Athletic Booster Club | <i>Approved</i>                 | <i>Current</i>                      |
| North School Parent Club           | <i>Approved</i>                 | <i>Current</i>                      |
| Poet Christian PTSA                | <i>Approved</i>                 | <i>Current</i>                      |
| THS Baseball Boosters              | <i>Recommended for Approval</i> | <i>Current</i>                      |
| THS Bulldog Band Booster Club      | <i>Approved</i>                 | <i>Current</i>                      |
| THS Cheer/Dance Booster Club       | <i>Approved</i>                 | <i>Current</i>                      |
| THS Girls Basketball Booster Club  | <i>Approved</i>                 | <i>Current</i>                      |
| THS Football Booster Club          | <i>Approved</i>                 | <i>Current</i>                      |
| THS Girls Volleyball Booster Club  | <i>Approved</i>                 | <i>Current</i>                      |
| THS Softball Booster Club          | <i>Approved</i>                 | <i>Current</i>                      |
| Villalovoz PFC                     | <i>Approved</i>                 | <i>Current</i>                      |
| West High Music Booster Club       | <i>Approved</i>                 | <i>Current</i>                      |
| West High Science Booster Club     | <i>Approved</i>                 | <i>Current</i>                      |



## EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Rob Pecot, Superintendent  
**FROM:** Julianna Stocking, Associate Superintendent of Educational Services  
**DATE:** August 10, 2022  
**SUBJECT:** Approve Agreement for Contract Services Between Scott Backovich/Envolve Schools and TUSD for the 2022-2023 School Year to provide Leadership Training to Students in Leadership Positions at THS, KHS, and WHS

**BACKGROUND:** Students involved in Student Government & Leadership positions at Tracy, Kimball, & West High School will engage in a TUSD wide Leadership Training & Collaboration day led by Scott Backovich & Envolve Schools. ENVOLVE is a student engagement program designed to help activities programs foster a positive school culture & increase student participation.

This collaboration day will mark two years in a row that the high school Leadership programs have banded together to collaborate and create a sense of community and unity between TUSD High Schools.

**RATIONALE:** Partnering with Scott Backovich & Envolve Schools for this Leadership Development Day not only will reinforce collaboration among TUSD High Schools, but will allow the student leaders as individuals to grow and learn how to become more well-rounded student leaders on campus. This training will strongly reinforce the State of California Student Leadership Standards adopted by California Association of Directors of Activities. These standards are at the center of Leadership Classes that have been A-G approved in TUSD. The Envolve program not only provides on-site training for 1 day, but also provides year long support to all sites involved at training and all students individually as well. This will support TUSD LCAP Goal #1: Prepare all pupils 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 and tiered supports.

**FUNDING:** The cost of services for Scott Backovich/Envolve Schools is \$8,250.00 and is funded through the Expanded Learning Opportunity Grant (ELOG).

**RECOMMENDATION:** Approve Agreement for Contract Services Between Scott Backovich/Envolve Schools and TUSD for the 2022-2023 School Year to Provide Leadership Training to Students in Leadership Positions at THS, KHS, and WHS.

**Prepared by:** Mr. Jon Waggle, Principal THS

# 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 Scott Backovich/Envolve Schools, 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: Scott will present an ENVOLVE Training as discussed between Scott Backovich and Cameron Chitwood. After the training, Tracy High School, West High School, and Kimball High School will receive: - Weekly Activity Challenges emailed each Sunday from August 14th, 2022 until June 18th, 2023. - 1 Calendar year of access to the ENVOLVE Activity Hub. - Access to ENVOLVE Schools Virtual Meetups from August 14th, 2022 until June 28th, 2023. Approximately 5 meetups scheduled for the school year.

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

2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 1 ( ) [ ] HOURS [X] DAYS, under the terms of this agreement at the following location Tracy High School.
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
  - a. District shall pay \$ 8,250.00 per [ ] HOUR [ ] DAY [X] FLAT RATE, not to exceed a total of \$ 8,250.00. 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 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 9/7/2022, and shall terminate on 6/18/2023.
5. This agreement may be terminated at any time during the term by either party upon 14 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, Cameron Chitwood , at (209) 830-3360 x2179 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.

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

#### AGREED:

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

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

Title \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

Date \_\_\_\_\_

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

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

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

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



## EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Rob Pecot, Superintendent  
**FROM:** Julianna Stocking, Assoc Supt of Educational Services  
**DATE:** August 10, 2022  
**SUBJECT:** **Approve Agreement for Special Contract Services with Affinity Transportation LLC to Provide Transportation Services for Special Education Students to a Non-Public School for the 2022-2023 School Year**

**BACKGROUND:** Board approval is requested to Contract with Affinity Transportation LLC to transport students with special needs. The District's Special Education Administration would like to contract with Affinity Transportation LLC to provide transportation of special education students to a Non-Public School for the 2022-2023 school year.

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

**FUNDING:** Expenses for the 2022-2023 regular school year will not exceed \$153,000.00 for transportation services. Special Education contract expenses are funded through 602 funding for Special Education, budgeted in account 01-6500-0-5770-1110-5800-800-2542.

**RECOMMENDATION:** Approve Agreement for Special Contract Services with Affinity Transportation LLC to Provide Transportation Services for Special Education Students to a Non-Public School for the 2022-2023 School Year.

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

# 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 Affinity Transportation LLC, 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: Will provide curb-to-curb transportation services for Tracy Unified School District students to and from their Non-Public School of attendance.

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 200 ( ) [ ] HOURS [X] DAYS, under the terms of this agreement at the following location Non-Public School.

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

- a. District shall pay \$850.00 per [ ] HOUR [X] DAY [ ] FLAT RATE, not to exceed a total of \$153,000.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
- b. District [ ] SHALL [X] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$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 July 1, 2022, and shall terminate on June 30, 2023.

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

6. Amendments, changes or modifications in the terms of this Agreement may only be made at any time by mutual written agreement between the parties hereto and shall be signed by the persons authorized to bind the parties hereto.
7. Contractor shall contact the District's designee, Sean Brown, at (209) 830-3270 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.
8. Contractor enters into this Agreement as an independent contractor and not as an employee of the District. The Contractor shall have no power or authority by this Agreement to bind the District in any respect except as provided herein. Nothing in this Agreement shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Contractor are employees, agents, contractors or subcontractors of the Contractor and not of the District. The District shall not be obligated in any way to pay any wage claims or other claims made against Contractor by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this Agreement.
  - a. CONTRACTOR shall be required to provide 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.

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

#### AGREED:

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

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

Title \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

Date \_\_\_\_\_

01-6500-0-5770-1110-5800-800-2542

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

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

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

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



## EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Rob Pecot  
**FROM:** Julianna Stocking, Associate Superintendent of Educational Services  
**DATE:** August 9, 2022  
**SUBJECT:** **Approve Agreement for Contract Services between 360 Degree Customer Inc. and Health Services Department for the 2022-2023 School Year**

**BACKGROUND:** The Tracy Unified School District (TUSD) provides health services to all students who may be experiencing health challenges. With a growing number of students experiencing health related issues and the lingering COVID 19 pandemic health interventions in the school setting are crucial now more than ever. 360 Degree will serve to supplement the nursing staff needs for our health service department.

**RATIONALE:** The agency that TUSD has used for years (Alegre Home Care) has had a very difficult time filling all of TUSD's needed nursing positions after COVID hit us. There has been a very high turnover in health care and nursing. This new contract with 360 will help supplement the nursing staff needed for Health Services that isn't able to be filled with Alegre. This agenda request supports District Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or careers; and District Strategic Goal #3: Apply fiscal, operational and community resources to ensure a safe learning environment that supports staff and student goals.

**FUNDING:** The total cost for 360 Degree Customer Inc services will not exceed \$600,000. Services will be paid with Unrestricted General Funds.

**RECOMMENDATION:** Approve Agreement for Contract Services between 360 Degree Customer Inc and Health Services Department for the 2022-2023 School Year.

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



# TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

## AGREEMENT FOR SPECIAL CONTRACT SERVICES

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and 360 Degree Customer Inc., hereinafter referred to as "Contractor,"

is for consultant or special services to be performed by a non-employee of the District. District and Contractor, herein named, do mutually agree to the following terms and conditions:

1. Contractor shall perform the following duties: manage diabetics, perform catheterizations, ostomy care, provide 1-1 LVN services, and perform other duties as required.  
District shall pay as follows: LVN \$78 per/hr

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 225 ( ) [ ] HOURS [X] DAYS, under the terms of this agreement at the following location Health Services/District Wide.

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

- a. District shall pay \$ see rates above per [X] HOUR [ ] DAY [ ] FLAT RATE, not to exceed a total of \$ 600,000.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
- b. District [ ] SHALL [X] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ 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 8th, 2022, and shall terminate on June 30th, 2022.

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

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

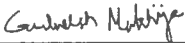
Any injury to person or property sustained by Contractor or by any person, firm or corporation employed directly or indirectly by the Contractor or by any of the individuals participating in or associated with him or her, however caused; and any injury to person or property sustained by any person, firm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

3. 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:**

|                                                                                     |          |
|-------------------------------------------------------------------------------------|----------|
|  | Director |
| Contractor Signature                                                                | Title    |
| Gulneesh Mukhija                                                                    |          |
| IRS Identification Number                                                           |          |
| 01082463                                                                            |          |
| Title                                                                               |          |
| Director                                                                            |          |
| Address                                                                             |          |
| 473 Sapena Ct. #7                                                                   |          |
|                                                                                     |          |
| Santa Clara, CA - 95054                                                             |          |

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



## EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Rob Pecot, Superintendent  
**FROM:** Julianna Stocking, Assoc Supt of Educational Services  
**DATE:** August 16, 2022  
**SUBJECT:** **Approve Partnership Agreement for Instructional Services between San Joaquin Delta Community College District and Tracy Unified School District**

**BACKGROUND:** As part of the goals set forth by the California Adult Ed Program and the Workforce Innovation and Opportunity Act, Tracy Adult School and the Tracy Unified School District look to partner with San Joaquin Delta College to provide short-term certificate programs in the areas of Phlebotomy and Pharmacy Technician to adults in the greater Tracy community. These programs would be held on the Tracy Charter School Campus in the evenings, after normal school hours. Adult students who successfully complete these programs will earn an industry recognized credential that will help them pursue an entry level position in the medical field.

**RATIONALE:** The Associate Superintendent of Educational Services, Director of Adult School and CTE, and Delta College staff have met and plan to offer this program to adults starting in the Fall of 2022, through a partnership between TUSD and Delta College. This agenda item approves the partnership agreement between TUSD and Delta College. This agenda item supports District Strategic Goal #1: Prepare all student 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:** No cost to the District.

**RECOMMENDATION:** Approve Partnership Agreement for Instructional Services between San Joaquin Delta Community College District and Tracy Unified School District.

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

**PARTNERSHIP AGREEMENT  
FOR INSTRUCTIONAL SERVICES  
between  
San Joaquin Delta Community College District  
and  
Tracy Unified School District**

This Agreement is entered into by and between the San Joaquin Delta Community College District, hereafter known as SJDC, Tracy Unified School District, hereafter known as TUSD, and Tracy Adult School, hereafter known as TAS, and sets forth the terms and conditions under which SJDC will provide services between Sept 1, 2022 and June 30, 2023 as described in this Agreement.

This agreement is entered into by both parties to establish a SJDC/ TAS Phlebotomy and Pharmacy Technician short term certificate program ran by SJDC on a TUSD school site.

**1. SJDC AGREES TO PROVIDE:**

- 1.1. San Joaquin Delta College training courses offered on school campuses within the Tracy Unified School District. Courses offered will be mutually agreed upon by SJDC and TUSD as identified on a semester-by-semester basis.
- 1.2. Qualified instructors, supervised and compensated by SJDC.
- 1.3. A service delivery schedule as mutually agreed upon and documented by SJDC and TUSD.
- 1.4. Administrative services, such as accounting and budget reports, as necessary to administer the program and the provisions of this Agreement.
- 1.5. All necessary State reporting to the State Community College Chancellor's Office.
- 1.6. Records of participant's registration in courses if requested.
- 1.7. Adequate instructional supplies for classroom use by SJDC professors at the TUSD site (such as whiteboard markers, erasers, paper).
- 1.8. SJDC shall provide comprehensive general liability insurance coverage in the amount of one million dollars (\$1,000,000.00) combined single limit per occurrence; two million dollars (\$2,000,000.00) general aggregate. A separate additional insured endorsement shall be provided to include the TUSD and its officers, officials, employees, agents, and volunteers as additional insured in the policy. It is agreed that insurance coverage provided by SJDC herein is endorsed as primary and noncontributory to any similar insurance or self-insurance carried

by TUSD. The TUSD reserves the right to adjust its insurance requirements as needed.

- 1.9. SJDC 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, SJDC 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 SJDC and/or its employees.

## **2. TUSD AGREES TO:**

- 2.1. Grant to SJDC the right to use facilities and technology and occupy up to two classrooms and one workroom at the Tracy Charter School site, with the right to access thereto.
- 2.2. Work within TUSD's instructional calendar to coincide with the instructional calendar of SJDC.
- 2.1. Limit enrollment in the provided sections to only students who are a part of the SJDC Workforce Training Institute. Under no circumstances will TUSD collect fees from any third party for enrollment or participation in the course.

## **3. HOLD HARMLESS AGREEMENT**

- 3.1. SJDC and TUSD agree to indemnify, defend, and hold each other, their agents, officers, and employees harmless from any and all damages to property and persons resulting from each other's actions, errors or negligence in connection with the activities described in this Agreement.

## **4. GENERAL CONTRACT TERMS AND CONDITIONS**

- 4.1. Either party may terminate this Agreement with thirty (30) days written notice between those parties who sign this Agreement, or their successor or designees. In the event of termination, TUSD agrees to reimburse SJDC for costs incurred. These costs include agreed services through the last day of service. Any courses in progress at the time of such notice or effective date of termination shall be allowed to conclude as previously scheduled.
- 4.2. It is expressly understood and agreed that no personal liability whatsoever attaches to any member of the Board of Trustees of the San Joaquin Delta Community College District, or Tracy Unified School District, or any of the officers or employees thereof by virtue of this Agreement.
- 4.3. Changes may be made to the Agreement only if mutually agreed upon by SJDC and TUSD. Agreed upon changes may be implemented only after being documented in writing, signed, and dated by the official representative of SJDC



and TUSD and attached to this contract as an addendum.

- 4.4. Without the written consent of SJDC, this Agreement is not assignable by the TUSD in whole or in part. The copyright to all materials produced as a result of this Agreement shall belong to SJDC. The TUSD may not use, copy, or modify materials without the expressed written consent of SJDC.

## **5. CONFIDENTIALITY**

- 5.1. SJDC and TUSD understand that in the performance of this Agreement, they are not to include discussions of information that may be considered proprietary or confidential.

## **6. COMPLIANCE WITH LAWS AND REGULATIONS**

- 6.1. SJDC at its own expense shall comply with all laws, rules and regulations of competent public authority relating to its duties, obligations, and performances under this Agreement, and shall procure all licenses and pay all fees and other charges required thereby. SJDC shall comply with Executive Order 11246, relating to Equal Employment Opportunity, and all rules and regulations issued pursuant thereto.
- 6.2. TUSD and SJDC agree that they comply with State and Federal laws and not discriminate in the selection of any student to receive instruction pursuant to this Agreement, including, but not limited to race, creed, color, national origin, sex, sexual orientation, or age. In the event of TUSD's or SJDC's noncompliance with this section, this Agreement may be canceled, terminated or suspended, in whole or part, by SJDC.
- 6.3. TUSD shall comply with all requirements of the Americans with Disabilities Act (ADA), relieves SJDC of any responsibility for TUSD's compliance with said Act, and agrees to hold harmless and defend SJDC and any of its employees or subcontractors, should issues arise related to ADA compliance other than those directly caused by an employee of SJDC.
- 6.4. All instructors hired by SJDC to teach at a TUSD facility shall be free of any prior convictions for sexual offenses as defined in Education Code Section 87010, or any controlled substance offense as defined in Education Code Section 87011.
- 6.5. SJDC and TUSD certify that any community college instructor teaching a course at a partnering TUSD campus shall not displace or result in the termination of an existing TUSD teacher teaching the same course on that TUSD campus. Likewise, the parties certify that a qualified TUSD teacher teaching a course offered for college credit at a TUSD campus shall not displace or result in the termination of an existing community college faculty member at SJDC.

- 6.6. SJDC certifies that any college course offered at a TUSD site pursuant to this partnership shall not reduce access to the same course at SJDC. SJDC also certifies that offering of the partnership classes at a TUSD school site will not result in displacement of otherwise eligible students from SJDC classes.
- 6.7. SJDC and TUSD certify that each entity complies with local collective bargaining agreements and all state and federal reporting requirements regarding the qualifications of the teachers or faculty members teaching courses offered under this agreement.
- 6.8. SJDC shall be the employer of record for community college courses and control the recruitment, selection, hiring, assignment, wages and benefits for community college classes taught by the instructors.
- 6.9. SJDC shall not receive a state allowance or apportionment for an instructional activity for which TUSD has been or shall be paid an allowance or apportionment.

## **7. RELATIONSHIP OF THE PARTIES**

- 7.1. The parties acknowledge that their relationship is that of independent contractor. Neither SJDC nor TUSD shall in any way represent itself as a partner, joint venture, agent, employee or general representative of the other party. All qualified instructors and personnel performing services for the TUSD are the employees of SJDC. SJDC is responsible for all wages, benefits, Workers Compensation Insurance and compliance with all employment-related laws for such instructors and o t h e r personnel performing services under this agreement.

## **8. USE OF NAME**

- 8.1. Neither SJDC nor TUSD shall use the others name or logo, nor any adaptation or variation thereof, in any manner whatsoever (including but not limited to, press releases, advertising, promotion or sales literature), without the other's prior written consent in each instance.

## 9. CONTACT INFORMATION

Information regarding the contents of this document shall be directed to the following representatives for TUSD and SJDC:

### TUSD

Juliana Stocking  
Associate Superintendent of Educational  
Services  
Tracy Unified School District  
1875 W. Lowell Avenue,  
Tracy, CA 95376  
[jstocking@tusd.net](mailto:jstocking@tusd.net)  
(209) 830-3202

### SJDC

Danell Hepworth  
Dean, CTE & Workforce Development  
San Joaquin Delta College  
5151 Pacific Ave,  
Stockton, CA 95207  
Holt 140  
[dhepworth@deltacollege.edu](mailto:dhepworth@deltacollege.edu)  
(209) 954-5151

This Agreement becomes effective once signed and dated by the individuals listed below.

#### Tracy Unified School District

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

#### San Joaquin Delta College District

Date: \_\_\_\_\_  
Dr. Lisa Aguilera Lawrenson, Superintendent/President



# HUMAN RESOURCES MEMORANDUM

**TO:** Dr. Rob Pecot, Superintendent  
**FROM:** Tammy Jalique, Associate Superintendent of Human Resources  
**DATE:** August 12, 2022  
**SUBJECT:** Approve Resignations/Retirements/Leave of Absences for Classified, Certificated, and/or Management Employees.

**BACKGROUND:**

**MANAGEMENT/CLASSIFIED  
CONFIDENTIAL RESIGNATION**

| <u>NAME/TITLE</u>                      | <u>SITE</u>   | <u>EFFECTIVE<br/>DATE</u> | <u>REASON</u> |
|----------------------------------------|---------------|---------------------------|---------------|
| Swenson, Angela<br>School Psychologist | District Wide | 8/1/2022                  | Personal      |

**BACKGROUND:**

**CERTIFICATED RESIGNATION**

| <u>NAME/TITLE</u>                           | <u>SITE</u> | <u>EFFECTIVE<br/>DATE</u> | <u>REASON</u> |
|---------------------------------------------|-------------|---------------------------|---------------|
| Anwar, Fizza<br>English Language Arts       | MVMS        | 8/9/2022                  | Personal      |
| Costa Alongi, Ana Maria<br>Spanish Teacher  | KHS         | 8/12/22                   | Personal      |
| Pickerill, Shannon<br>6 <sup>th</sup> grade | WMS         | 8/8/2022                  | Personal      |

**BACKGROUND:**

**CERTIFICATED RETIREMENTS**

| <u>NAME/TITLE</u> | <u>SITE</u> | <u>EFFECTIVE</u> | <u>REASON</u> |
|-------------------|-------------|------------------|---------------|
|-------------------|-------------|------------------|---------------|

**BACKGROUND:**

**CLASSIFIED RETIREMENTS**

| <u>NAME/TITLE</u>                                     | <u>SITE</u>            | <u>EFFECTIVE<br/>DATE</u>            | <u>REASON</u>                                                 |
|-------------------------------------------------------|------------------------|--------------------------------------|---------------------------------------------------------------|
| <b><u>BACKGROUND:</u></b>                             |                        | <b><u>CLASSIFIED RESIGNATION</u></b> |                                                               |
| <u>NAME/TITLE</u>                                     | <u>SITE</u>            | <u>EFFECTIVE<br/>DATE</u>            | <u>REASON</u>                                                 |
| Abdelrazek, Alyaa                                     | NES                    | 7/14/2022                            | Personal                                                      |
| Basravi, Samia<br>Secretary to Prevention<br>Services | Prevention<br>Services | 8/3/2022                             | Accepted<br>Coordinator of<br>Prevention<br>Services position |
| Canchola, Maralena<br>Special Ed Para                 | NES                    | 8/4/2022                             | Accepted para<br>position with more<br>Hours                  |
| Chong, Christine<br>Para Educator I                   | Monte Vista            | 8/14/2022                            | Accepted a Clerk                                              |
| Figueroa, Patricia<br>School Supervision Assistant    | SWP                    | 8/14/2022                            | Accepted Food<br>Service Worker<br>position                   |
| Costa Alongi, Ana Maria<br>Translator/Clerk Typist I  | West High              | 8/8/2022                             | Accepted a<br>teaching position                               |
| Franken-Pal, Christine<br>Special Ed Para             | MES                    | 8/4/2022                             | Accepted para<br>position with less<br>Hours                  |
| Guerrero, Alejandro<br>Warehouse Delivery Driver      | Warehouse              | 8/3/2022                             | Accepted<br>Purchasing<br>Specialist position                 |
| Garcia, Sherry<br>Ed Para                             | VES                    | 8/4/2022                             | Accepted para Special<br>position with same<br>Hours          |
| Manzo, Maribel<br>Para Educator II                    | Stein                  | 8/7/2022                             | Accepted Clerk<br>Typist II position                          |
| McDonald, Jennifer<br>IEP Para Educator I             | CES                    | 8/4/2022                             | Accepted Sped<br>Para position                                |
| Osborne, Leia<br>Clerk Typist I                       | Freiler                | 8/4/2022                             | Accepted Clerk<br>Typist I position<br>with more hours        |

Sioxson, Jazmin  
Adult School Evening  
Secretary

Adult School 8/11/2022

Accepted a  
counselor position

Vega-Sanchez, Alexia

CES

8/20/2022

Personal

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

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



# HUMAN RESOURCES MEMORANDUM

**TO:** Rob Pecot, Superintendent  
**FROM:** Tammy Jalique, Associate Superintendent of Human Resources  
**DATE:** August 12, 2022  
**SUBJECT:** Approve Classified, Certificated, and/or Management Employment

## BACKGROUND:

Sioxson, Jazmin

Basravi, Samia

## BACKGROUND:

Alger, Brandi

Anastasio, Stacy

## MANAGEMENT/CLASSIFIED CONFIDENTIAL

Freiler School  
Middle School Counselor (New)  
LME, Class 5, Step A, \$ 72,745.00  
Fund: ESSER II

Coordinator of Prevention Services  
Prevention Services  
8 hours per day  
Range 32 LME, Step A - \$410.72 per day  
Fund: Targeted SES, IASA – Title I Bas  
Low Inc.

## CERTIFICATED

Stein Continuation High School  
English/Art (Replacement)  
“B” Class IV, Step 1 \$ 60,892.00  
Fund: General

Kimball High School  
.60 FTE Business (New)  
“A” Class I, Step 3, \$32,920.00  
Fund: General

|                               |                                                                                                                                    |
|-------------------------------|------------------------------------------------------------------------------------------------------------------------------------|
| Cicero, Bryan                 | West High School<br>Special Ed. RSP (Replacement)<br>“A” Class A, Step 4 \$55,754.00<br>Fund: Special Education                    |
| Costa Alongi, Ana Maria       | Kimball High School<br>Spanish (Replacement)<br>“A” Class I, Step 1, \$53,680.00<br>Fund: General                                  |
| Cox, Devon<br>Site as Amended | Villalovoz Elementary<br>Kindergarten (Replacement)<br>“B” Class III, Step 1 \$ 57,440.00<br>Fund: General                         |
| Jesus, Steven                 | Tracy Adult School<br>ESL – Full Time<br>“A” Class I, Step 1, \$53,680.00<br>Fund: CAEP                                            |
| Kananchery, Divya             | Williams Middle School<br>Special Education, RSP (New)<br>“A” Class V, Step 1, \$58,787.00<br>Fund: Special Education              |
| Lavender, Matthew             | Monte Vista Middle School<br>Physical Education (Replacement)<br>“A” Class I, Step 1 \$ 54,273.00<br>Fund: General                 |
| Lee, Karina                   | South/West Park Elementary<br>5 <sup>th</sup> grade Bilingual (Replacement)<br>“B” Class IV, Step 16, \$82,809.00<br>Fund: General |
| Meka, Bharathi                | West High School<br>Mathematics (Replacement)<br>“A” Class I, Step 1<br>Fund: General                                              |
| Moerbeck, Bryce               | Kimball High School<br>Social Science (Replacement)<br>“A” Class I, Step 1 \$52,494.00<br>Fund: General                            |



BACKGROUND:

Acosta, Carmen

Adamo, Jennifer

Alfaro-Martinez, Luis

Amiryar, Yagana

Anaya, Lorena

Anaya, Louie

Arias, Delia

Ballutay, Anna

CLASSIFIED

Food Service Worker (Replacement)  
North  
3 hours per day  
Range 22, Step E - \$18.78  
Fund: school Nutrition School Program

IEP Para Educator I (New)  
West High  
7 hours per day  
Range 24, Step C - \$17.94 per hour  
Fund: Special Education

Utility Person III (New)  
MOT  
8 hours per day  
Range 35, Step E - \$25.43  
Range 38, Step C - \$24.87  
Fund: Special Ed Transportation,  
Ongoing and Major Maintenance

Special Ed Para Educator (Replacement)  
Tracy High  
6.5 hours per day  
Range 24, Step A - \$16.35 per hour  
Fund: Special Education

Bus Driver (New)  
MOT  
8 hours per day  
Range 38, Step E - \$27.32  
Fund: Special Ed Transportation,  
Home to School Transportation

Utility Person II (Replacement)  
MOT  
8 hours per day  
Range 35, Step E - \$25.43  
Fund: General Fund Unrestricted

Utility Person II (Replacement)  
MOT  
8 hours per day  
Range 35, Step C - \$23.18  
Fund: General

Para Educator II (Replacement)  
George Kelly  
8 hours per day  
Range 30, Step E - \$22.62  
Fund: ELO Grant

|                         |                                                                                                                                                  |
|-------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------|
| Bernal Gomez, Lina      | Bus Driver (New)<br>MOT<br>8 hours per day<br>Range 38, Step D - \$26.05<br>Fund: Special Ed Transportation, Home to School<br>Transportation    |
| Canchola, Maralena      | Para Educator I (New)<br>South/West Park<br>4 hours per day<br>Range 24, Step E - \$19.67 per hour<br>Fund: ELO Grant                            |
| Chong, Christine        | Clerk Typist I (Replacement)<br>McKinley<br>8 hours per day<br>Range 23, Step E - \$19.24<br>Fund: ELO Grant                                     |
| Cornwell, Sandy         | Para Educator I (New)<br>Poet<br>4 hours per day<br>Range 24, Step B - \$17.11 per hour<br>Fund: ELO Grant                                       |
| Costa Alongi, Ana Maria | Translator/Clerk Typist I (Replacement)<br>West High<br>8 hours per day<br>Range 28, Step E - \$21.60<br>Fund: IASA – Title I Bas Grnts Low Inc. |
| Dubose, Stephanie       | Para Educator I (New)<br>Hirsch<br>4 hours per day<br>Range 24, Step C - \$17.94 per hour<br>Fund: ELO Grant                                     |
| Elsadig, Ibtihal        | Para Educator I (New)<br>Hirsch<br>4 hours per day<br>Range 24, Step C - \$17.94 per hour<br>Fund: ELO Grant                                     |
| Figuerola, Patricia     | Food Service Worker (Replacement)<br>SWP<br>2.5 hours per day<br>Range 22, Step E - \$18.78<br>Fund: Child Nutrition School Program              |

|                           |                                                                                                                                           |
|---------------------------|-------------------------------------------------------------------------------------------------------------------------------------------|
| Franken-Pal, Christine    | Special Ed Para Educator I (Replacement)<br>McKinley<br>5 hours per day<br>Range 24, Step E - \$19.67 per hour<br>Fund: Special Education |
| Garcia, Sherry            | Special Ed Para Educator I (New)<br>McKinley<br>5 hours per day<br>Range 24, Step E - \$19.67 per hour<br>Fund: Special Education         |
| Garcia Larribas, Carolina | Food Service Worker (New)<br>Williams<br>6 hours per day<br>Range 22, Step B - \$16.35<br>Fund: School Nutrition School Program           |
| Gomes, Christina          | Para Educator I (New)<br>Poet<br>4 hours per day<br>Range 24, Step B - \$17.11 per hour<br>Fund: ELO Grant                                |
| Guerrero, Alejandro       | Purchasing Specialist (Replacement)<br>DEC/Business Services<br>8 hours per day<br>Range 40, Step B - \$24.87<br>Fund: General            |
| Gutierrez, Anabel         | Bilingual Para Educator (Replacement)<br>Williams<br>6.5 hours per day<br>Range 24, Step E - \$19.67<br>Fund: Targeted EL                 |
| Hegarty, Kathryn          | High School Library Technician (New)<br>Tracy High<br>5 hours per day<br>Range 31, Step E - \$23.18<br>Fund: ELO Grant                    |
| Kaur, Varinderjit         | Para Educator I (New)<br>Kelly<br>4 hours per day<br>Range 24, Step E – \$19.67 per hour<br>Fund: ELO Grant                               |
| Khaira, Talwinder         | Utility Person III (Replacement)<br>MOT<br>8 hours per day<br>Range 38, Step C - \$24.87<br>Fund: General, Special Ed Transportation,     |

Ongoing and Major Maintenance

Medina, Frida

Para Educator I (New)  
North  
4 hours per day  
Range 24, Step B - \$17.11 per hour  
Fund: ELO Grant

Nolasco, Laurice

Para Educator I (New)  
Hirsch  
6 hours per day  
Range 24, Step E - \$17.67 per hour  
Fund: Targeted SES

Manzo, Maribel

Clerk Typist II (New)  
Alternative Ed/Stein/DR  
8 hours per day  
Range 27, Step E - \$21.12  
Fund: ELO Grant

Mohile, Deepti

Para Educator I (New)  
Kelly  
4 hours per day  
Range 24, Step A – \$16.35 per hour  
Fund: ELO Grant

McDonald, Jennifer

Special Ed Para Educator I (Replacement)  
Poet  
6 hours per day  
Range 24, Step D - \$18.78 per hour  
Fund: Special Education

Murphy, Caroline

Para Educator I (New)  
Kelly  
4 hours per day  
Range 24, Step A – \$16.35 per hour  
Fund: ELO Grant

Osborne, Leia

Clerk Typist I (Replacement)  
Freiler  
8 hours per day  
Range 23, Step B - \$16.74  
Fund: ELO Grant

Rodrigues, Selina

High school Library Technician (New)  
West High  
5 hours per day  
Range 31, Step A - \$19.24  
Fund: ELO Grant

Shull, Kaycee

Para Educator I (New)  
Jacobson  
4 hours per day

|                      |                                                                                                                                                                            |
|----------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                      | Range 24, Step A - \$16.35 per hour<br>Fund: ELO Grant                                                                                                                     |
| Tanique Cruz, Jason  | Utility Person II (Replacement)<br>MOT<br>8 hours per day<br>Range 35, Step A - \$21.12<br>Fund: General                                                                   |
| Thomas, Darrel       | Utility Person III (Replacement)<br>MOT<br>8 hours per day<br>Range 38, Step C - \$24.87<br>Fund: General, Home to School Transportation,<br>Ongoing and Major Maintenance |
| Sanchez, Pedro       | Utility Person II (Replacement)<br>Freiler<br>8 hours per day<br>Range 35, Step D - \$22.12<br>Fund: General, Special Ed Transportation                                    |
| Shih, Raymond        | Food Service Worker (Replacement)<br>Kimball<br>3 hours per day<br>Range 22, Step B - \$16.35<br>Fund: School Nutrition School Program                                     |
| Wohldmann, Elizabeth | Para Educator I (New)<br>North<br>4 hours per day<br>Range 24, Step B - \$17.11 per hour<br>Fund: ELO Grant                                                                |

**BACKGROUND:**

Burrell, Stanley Jr.

**COACHES**

Football – JV Assistant  
West High  
Stipend: \$5089.18

Garcia, Isabella

Per Squad – Advisor  
West High  
Stipend: \$3182.18.

Morris, Jessica

Water Polo – Girls' Head Coach  
West High  
Stipend: \$6358.61

Morris, Jessica

Water Polo – Boys' Head Coach  
West High  
Stipend: \$6358.61

|                   |                                                                          |
|-------------------|--------------------------------------------------------------------------|
| Orlanes, Angelaia | Volleyball – Girls’ Frosh Coach<br>Kimball High<br>Stipend: \$4451.60    |
| Parks, Brandon    | Basketball – Boys’ Varsity Head Coach<br>West High<br>Stipend: \$6358.61 |
| Torma, Austin     | Football -- JV Assistant Coach<br>West High<br>Stipend: \$5089.18        |
| Wescott, Marc     | Golf – Girls’ Head Coach<br>Kimball High<br>Stipend: \$4239.07           |
| Wescott, Marc     | Golf – Boys’ Head Coach<br>Kimball High<br>Stipend: \$4239.07            |

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

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



## HUMAN RESOURCES MEMORANDUM

**TO:** Dr. Rob Pecot, Superintendent  
**FROM:** Tammy Jalique, Assoc. Supt. Of Human Resources  
**DATE:** August 10, 2022  
**RE:** Approve a Variable Term Waiver for Multiple Subject, Single Subject and Education Specialist Teachers

**BACKGROUND:** For the 2022-2023 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 2022-2023 school year allowing them additional time to complete Pre-Service program requirements including the Subject Matter Competences requirements, resulting in Intern Credential eligibility upon completion of those requirements

**FUNDING:** None.

**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 declares that the District has elected to request a Variable Term Waiver while the individual below works on completing the requirements to obtain accepted into intern credential program. The individual(s) will be provided orientation, guidance and assistance during the valid period of the waiver.

Nathan Kincaid; Tracy High School; Education Specialist

AYES:

NOES:

ABSTAIN:

ABSENT:

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

Date \_\_\_\_\_

ATTEST:

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

Date \_\_\_\_\_





# ADMINISTRATIVE SERVICES MEMORANDUM

**TO:** Board of Education  
**FROM:** Dr. Rob Pecot, Superintendent  
**DATE:** August 15, 2022  
**SUBJECT:** **Approve Governance Team Handbook**

**BACKGROUND:** The Board held a special meeting/board workshop on July 25, 2022. During that meeting, the Board reviewed the Governance Team Handbook and discussions were held on Board Protocols and how the board would like to proceed.

**RATIONALE:** This handbook represents the outcome of the information and procedures concluded from that special meeting.

**FUNDING:** There is no cost.

**RECOMMENDATION:** Approve Governance Team Handbook.

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

DRAFT

Tracy Unified School District

# **Governance Team Handbook**



**EDUCATION = OPPORTUNITY**

Approved Board of Trustees:

**DRAFT**

# **Tracy Unified School District**

## **Governance Handbook 2022**

### **Board of Trustees**

Ameni Alexander, President  
Zachary Hoffert, Vice President  
Nathalia Erskine, Clerk  
Steve Abercrombie  
Ana Blanco  
Simran Kaur  
Lori Souza

### **Superintendent**

Rob Pecot, Ed.D.

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## Structure – Board Protocols

Efficient Boards discuss and agree on the formal structures used by the Board and Superintendent in their functioning as a team and how they do business.

|                                             | AGENDA AND MEETINGS                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
|---------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1. Getting Something on the Agenda          | <p><i>Principles:</i></p> <ul style="list-style-type: none"> <li>Any Board member has the right request that an item be placed on the agenda.</li> <li>The agenda belongs to the full Board.</li> <li>Members need to understand the process for making these requests.</li> </ul> <p><i>Agreements:</i><br/>The Board agenda shall be built implementing the following guidelines:</p> <ol style="list-style-type: none"> <li>Board member's recommendation. A Board member's recommendation of an agenda item should either:               <ol style="list-style-type: none"> <li>be requested at a Board meeting; or</li> <li>the Board member should email the Superintendent or Board President, who will consider the request.</li> </ol> </li> <li>Board president's recommendation</li> <li>Superintendent's recommendation</li> <li>Input from staff. District personnel may recommend items to be placed on the Board agenda</li> <li>Request by the public. Such requests will be in writing and reviewed by the by the Board President and Superintendent.</li> </ol> |
| 2. Information re: Board Packet Information | <p><i>Principles:</i></p> <ul style="list-style-type: none"> <li>Trustees are prepared for Board meetings.</li> <li>Trustees have equal access to information.</li> <li>The governance team demonstrates respect for staff.</li> </ul> <p><i>Agreements:</i></p> <ol style="list-style-type: none"> <li>Board members may email the Superintendent anytime with questions regarding board meeting materials.</li> <li>To ensure question can be answered prior to the Board meeting, question will be submitted by end of day Monday prior to the Board meeting if possible, but no later than Tuesday at noon.</li> </ol>                                                                                                                                                                                                                                                                                                                                                                                                                                                        |

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|                                                      | <p>3. The Superintendent will, if appropriate, share any question and answer with all Board members by email. The Board trusts the Superintendent to make this judgment.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| <p><b>3. Questions in Advance – No Surprises</b></p> | <p><i>Principle:</i> The governance team demonstrates respect for staff.</p> <p>Agreements:</p> <ol style="list-style-type: none"> <li>1. Trustees will, if possible, inform the Superintendent if they intend to ask a question at a Board meeting.</li> <li>2. Trustees may not always anticipate questions in advance. If so, trustees will let the Board and community know before asking.</li> </ol> <p>For example: “I did not ask this in advance, so you may not have the answer here, but here...”</p>                                                                                                                                                            |
| <p><b>4. Role of the President</b></p>               | <p><i>Principles:</i></p> <ul style="list-style-type: none"> <li>• The Board wants its meetings to be effective and efficient.</li> <li>• The President manages the meeting in a manner consistent with the Board’s agreements.</li> </ul> <p>Agreements:</p> <ol style="list-style-type: none"> <li>1. The Board gives the Board President permission to enforce the Board’s agreements regarding the conduct of meetings.</li> </ol>                                                                                                                                                                                                                                     |
| <p><b>5. Meeting Decorum</b></p>                     | <p><i>Principle:</i> The Board wishes to conduct business in a professional and respectful manner.</p> <p>Agreements:</p> <ol style="list-style-type: none"> <li>1. Trustees and staff refer to each other by title and last name.</li> <li>2. President will be referred to as Mr. President.</li> <li>3. The President will recognize trustees in order.</li> <li>4. The President may move the meeting by saying, ‘unless any new ideas.’</li> </ol>                                                                                                                                                                                                                    |
| <p><b>6. Public Comments at Meetings</b></p>         | <p><i>Principles:</i></p> <ul style="list-style-type: none"> <li>• Public is treated respectfully.</li> <li>• Board and Superintendent are responsive to public comment.</li> <li>• The Board meeting is productive and efficient</li> </ul> <p>Agreements:</p> <p><i>Non Agenda Items:</i></p> <ol style="list-style-type: none"> <li>1. Public comments are taken (places on agenda).</li> <li>2. Speakers are allocated 3-minutes per person and cannot share minutes with other speakers.</li> <li>3. Comments can also be made on action items during this time, however, they cannot comment on the same issue under both Non agenda and agendized items.</li> </ol> |

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|                  | <p><i>Agendized Items:</i></p> <ol style="list-style-type: none"> <li>1. President opens the item.</li> <li>2. Staff reports on the item.</li> <li>3. President calls for public comment.</li> <li>4. The President opens public comments, and reminds the community of the guidelines for public comment.             <ol style="list-style-type: none"> <li>a. Three-minute time limit per person per topic. Note: The President may, in consultation with the Board, adjust the time to accommodate large groups.</li> <li>b. Comments must be within the purview / jurisdiction of the Board.</li> <li>c. Public can comment on action items during this time or under hearing of delegations, but they may not address the board twice.</li> </ol> </li> <li>5. Comments should be directed to the full Board.</li> <li>6. The President will acknowledge each speaker, and respond appropriately; can ask Superintendent to correct misinformation for the record.             <ol style="list-style-type: none"> <li>a. Any Board member or the Superintendent may ask for clarifications of fact.</li> <li>b. The President closes public comment.</li> <li>c. Trustees shall remain neutral and refrain from responding to public comment.</li> </ol> </li> </ol> |
| 7. Staff Reports | <p><i>Principles</i> - The Board:</p> <ul style="list-style-type: none"> <li>• receives sufficient information to do its work.</li> <li>• values the contributions of district staff.</li> <li>• keeps meetings focused and efficient.</li> </ul> <p><i>Agreements</i></p> <ol style="list-style-type: none"> <li>1. Staff reports will be provided in advance unless unavoidable.</li> <li>2. Staff reports should address as applicable:             <ul style="list-style-type: none"> <li>• Impact on students</li> <li>• District Priorities</li> <li>• Policy</li> <li>• Cost</li> <li>• Options &amp; Alternatives</li> <li>• Rationale for Proposed Action</li> </ul> </li> <li>3. Guidelines for Staff             <ul style="list-style-type: none"> <li>• Focus on the most important aspects of the issue.</li> <li>• Avoid jargon. (Provide a glossary.)</li> </ul> </li> </ol>                                                                                                                                                                                                                                                                                                                                                                               |

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|------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                          | <ul style="list-style-type: none"> <li>• Don't read slides or reports to the Board.</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| 8. Deliberations                         | <p><i>Principles:</i></p> <ul style="list-style-type: none"> <li>• Trustees are prepared for deliberation by advance study of Board materials.</li> <li>• All trustees have an opportunity to participate.</li> <li>• All trustees work to demonstrate understanding of the views of all trustees.</li> </ul> <p><i>Agreements:</i></p> <p>In deliberations, and for responding to staff recommendations, the Board will reflect on:</p> <ul style="list-style-type: none"> <li>• District mission, values and priorities.</li> <li>• Policy</li> <li>• Budget</li> <li>• Impact on students</li> <li>• The perspectives of the community</li> <li>• Impact on other systems: Staff, Facilities</li> <li>• Reasonableness</li> </ul> |
| 9. Trustee Comments / Reports            | <p><i>Agreements:</i></p> <ol style="list-style-type: none"> <li>1. Trustees will attempt to keep comments less than 2 minutes.</li> <li>2. Trustees will focus comments on;             <ol style="list-style-type: none"> <li>a. Board development activity (may include professional reading, training, etc)</li> <li>b. District activities they have attended.</li> </ol> </li> </ol>                                                                                                                                                                                                                                                                                                                                           |
| 10. Asking for Additional Information    | <p><i>Principle: Only the Board may direct the Superintendent.</i></p> <p><i>Agreements:</i></p> <ol style="list-style-type: none"> <li>1. If a Board member asks for additional information that is not readily available, the Board directs the Superintendent to present the request to the full Board at a Board meeting.</li> <li>2. At the meeting, the Board member can explain the request and the Superintendent can inform the Board how fulfilling the request will impact staff.</li> </ol>                                                                                                                                                                                                                              |
|                                          | <b>COMMUNICATION/GENERAL</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| 11. Board – Superintendent Communication | <p><i>Principles:</i></p> <ul style="list-style-type: none"> <li>• The Superintendent wishes to provide the Board with efficient, accurate information.</li> <li>• The Board wishes to demonstrate respect for the Superintendent.</li> <li>• Board members have access to the same information.</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                          |

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|                                       | <p>Agreements:</p> <ol style="list-style-type: none"> <li>1. Board members will direct all district communication to the Superintendent, or the Superintendent's executive assistant.             <ol style="list-style-type: none"> <li>a. The Superintendent will either answer or direct staff to answer the question.</li> <li>b. The Superintendent uses his/her judgment to determine which information is shared and will respond to all Board members, without the original name of the trustee who asked the question(s).</li> </ol> </li> </ol>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| <b>12. Keeping the Board Informed</b> | <p><i>Principle:</i> Trustees have access to sufficient and equal information.</p> <p><i>Agreement:</i></p> <ol style="list-style-type: none"> <li>1. The Superintendent will inform the Board by email, as soon as possible regarding serious issues that include but are not limited to: liability exposure, media exposure, serious injury, unexpected / dramatic staff issues, or other serious concerns.             <ol style="list-style-type: none"> <li>a. The Superintendent exercises discretion and independent judgment on what to report to the Board.</li> <li>b. When necessary, the superintendent will provide the board with taking points.</li> </ol> </li> </ol>                                                                                                                                                                                                                                                                                                                                                     |
| <b>13. Email Communication</b>        | <p><i>Principles:</i></p> <ul style="list-style-type: none"> <li>• Trustees wish to avoid unintentional violations of the Brown Act</li> <li>• Governance team members wish to be courteous and responsive to each other.</li> </ul> <p><i>Agreements:</i></p> <ol style="list-style-type: none"> <li>1. If the Superintendent sends an email to all Board members and needs no response, he/she may indicate this by placing the words "No Reply Needed" in the subject header of the email.</li> <li>2. If the Superintendent sends an email to all Board members and seeks a response, he/she may indicate this by placing the text "Reply Requested" in the subject header of the email.             <ol style="list-style-type: none"> <li>a. Board members will use the "reply" function so that only the Superintendent receives the response. Members will not use "reply to all."</li> <li>b. Governance team members will make every reasonable effort to respond to emails (and calls) within 24 hours.</li> </ol> </li> </ol> |



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|------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p><b>14. Avoiding Serial Meetings-<br/>Brown Act</b></p>                                                                                | <p><i>Principle:</i> Trustees wish to avoid unintentional violations of the Brown Act</p> <p><i>Agreements:</i></p> <ol style="list-style-type: none"> <li>1. When approached by 1 or 2 trustees regarding a matter within the Board's jurisdiction, both trustees will disclose whether they have discussed the matter with another trustee.</li> <li>2. If issue has been discussed by two other members, the trustees will stop the conversation.</li> </ol>                                                                                                                                                                                                                                                                                                                      |
| <p><b>15. Visiting Schools</b></p>                                                                                                       | <p><i>Principles:</i></p> <p>Trustees visit schools to:</p> <ul style="list-style-type: none"> <li>• Demonstrate interest in student learning and support for the work of staff.</li> <li>• See the connection between the work of the Board and the experience of students and staff.</li> </ul> <p><i>Agreements:</i></p> <ol style="list-style-type: none"> <li>1. As a courtesy, Board members inform the superintendent's office when they plan to visit schools.</li> <li>2. Board members call principals to schedule a visit.</li> <li>3. Board members follow the school rules regarding visitors (e.g., sign in at the school office.)</li> <li>4. Board members are careful not to make evaluative statements to school staff or students.</li> </ol>                     |
| <p><b>16. Handling Complaints / Concerns from the Staff / Community</b></p> <p><i>Note: Uniform Complaint Policy required by law</i></p> | <p><i>Principles:</i></p> <ul style="list-style-type: none"> <li>• Treat others with respect.</li> <li>• Support District policy and procedures regarding concerns or complaints.</li> <li>• Board members stay within their role.</li> </ul> <p><i>Agreements:</i></p> <p>In responding to complaints, board members will:</p> <ol style="list-style-type: none"> <li>1. Receive – Listen, smile and thank them.</li> <li>2. Repeat - Explain their point to their satisfaction. ("Do you believe that I understand?" and/or "What would you like me to do for you?")</li> <li>3. Remind – Explain that you have no authority as an individual.</li> <li>4. Re-Direct –Direct them back into the system at the appropriate level.</li> <li>5. Report – to Superintendent</li> </ol> |



# ADMINISTRATIVE SERVICES MEMORANDUM

**TO:** Board of Education  
**FROM:** Dr. Rob Pecot, Superintendent  
**DATE:** August 15, 2022  
**SUBJECT:** Approve Naming Facility and Appoint Screening Committee

**BACKGROUND:** Board Policy 7310 states that “Schools or sites wishing to name an existing unnamed facility must first seek the approval of the Board to begin the naming process as outlined in Administrative Regulation 7310.”

**RATIONALE:** A board member has proposed to name a facility. In accordance with AR 7310, staff is requesting approval to begin the naming process.

**FUNDING:** There is no cost.

**RECOMMENDATION:** Approve Naming Facility and Appoint Screening Committee.

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



## HUMAN RESOURCES MEMORANDUM

**TO:** Dr. Rob Pecot, Superintendent  
**FROM:** Tammy Jalique, Associate Superintendent of Human Resources  
**DATE:** August 10, 2022  
**SUBJECT:** Adopt Revised Administrative Regulation 4161.8, 4261.8 and 4361.8 and  
Abolish Board Policy 4161.8 (Second Reading)

**BACKGROUND:** The District continues the process of reviewing, revising and adding board policies and regulations as current laws and requirements change. Senate Bill (SB) 1383 and Government Code 12945.2 have expanded the California Family Rights Act. The revised Administrative Regulations 4161.8, 4261.8 and 4361.8 are updated to reflect the current laws. With the revisions made to the Administrative Regulations, it is recommended to abolish Board Policy 4161.8 as it exists and replace with the revised ARs.

**RATIONALE:** In accordance with SB 1383 and Government Code, Administrative Regulations 4161.8, 4261.8 and 4361.8 have been revised and updated.

**RECOMMENDATION:** Adopt Revised Administrative Regulation 4161.8, 4261.8 and 4361.8 and Abolish Board Policy 4161.8 (Second Reading, Intent to Adopt)

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

## FAMILY CARE AND MEDICAL LEAVE

### A. Purpose and Scope

To grant family care and medical leave to eligible employees in accordance with current state and federal law [Family and Medical Leave Act (FMLA), California Family Rights Act (CFRA) and/or Pregnancy Disability Leave (PDL).]

### B. General

1. Employees shall give the Associate Superintendent for Human Resources at least 30 days' written advance notice of his/her need for family care and medical leave.
2. The authority for approval or denial for employees to take unpaid family care and medical leave under the provisions of state and federal law shall be determined by the Associate Superintendent for Human Resources.
3. Suggestions or concerns relating to this policy and regulation should be directed to the Associate Superintendent for Human Resources.

### C. Forms Used and Additional References

1. Employer Response to Employee Request for Family Care or Medical Leave.
2. ~~The Family and Medical Leave Act Final Regulations: Changes and Clarifications. (Seyfarth, Shaw, Fairweather & Geraldson)~~

### D. Procedures

#### Definitions

"Child" means a biological, adopted, or foster child, a stepchild, a legal ward, or a person to whom the employee stands in loco parentis. Also includes a child of a registered domestic partner, child of a person who assumes the role of a parent as long as the child is under 18 years of age or an adult dependent child incapable of self-care.

“Eligible family Member” means an employee’s child, parent or spouse. For purposes of leave to care for a family member with a serious health condition pursuant to CFRA, eligible family member includes an employee’s child, parent, parent-in-law, spouse registered domestic partner, grandparent, grandchild, or sibling.

“Parent” means a biological, foster or adoptive parent, a parent-in-law a stepparent, a legal guardian, or another person who assumed the role of a parent to the employee when the employee was a child. For FMLA purposes, parent does not include a spouse’s parents.

“Spouse” means a partner in marriage as defined by Family Code 300. For purposes of CFRA leave, spouse also includes a registered domestic partner within the meaning of Family Code 297-297.5.

“Serious health condition” means an illness, injury, impairment or physical or mental condition that involves:

1. In-patient care in a hospital, hospice or residential health care facility, any subsequent treatment in connection with such inpatient care or any period of incapacity or
2. Continuing treatment or continuing supervision by a health care provider for one or more of the following: (a) a period of incapacity of more than three consecutive days; (b) any period of incapacity due to pregnancy or for prenatal care under FMLA; (c) any period of incapacity or treatment for a chronic serious health condition; (d) a period of incapacity which is permanent or long-term due to a condition for which treatment may not be effective; (e) any period of absence to receive multiple treatments ~~either for restorative surgery after an accident or other injury, or for a condition that would result in a period of incapacity in the absence of medical treatment.~~ including recovery, by a health care provider.

#### Eligibility

Any otherwise eligible employee who has served the district more than one continuous year shall be eligible to take unpaid family care and medical leave under the provisions of state and federal law.

Employees who worked a minimum of 1200 hours (substitute hours excluded) during the previous year will be eligible for Family Care and Medical Leave. For eligibility purposes, full-time teachers are deemed to meet the 1200 hour test.

The District in its sole discretion will consider requests for Family Care and Medical Leave for employees who work less than 1200 hours.

Family care and medical leave or CFRA may be used for the following reasons:

1. Because of the birth of the employee's child, and in order to care for the newborn child.
  2. Because of the placement of a child with the employee for foster care or in connection with the employee's adoption of the child.
  3. In order to care for an eligible family member ~~the employee's child, parent or spouse~~ with a serious health condition.
  4. Because of the employee's own serious health condition which makes the employee unable to perform the functions of his/her job.
5. Because of a qualifying exigency arising out of the fact that the employee's spouse, child, parent or, for CFRA leave only, a registered domestic partner, is a military member on covered active duty or call to covered active duty (or has been notified of an impending call or order to covered active duty).
6. To care for a covered servicemember with a serious injury or illness when the employee is a spouse, child, parent, or next of kin of the covered servicemember.

#### Terms of Leave

Leave shall not exceed 12 work weeks during any 12-month period. This 12-month period shall coincide with the fiscal year. Leave taken pursuant to the state Family Rights Act (CFRA) shall run concurrently with leave taken pursuant to the federal Family and Medical Leave Act (FMLA).

In addition, any employee who is disabled by ~~except for leave taken for disability on account of pregnancy, childbirth, or related medical condition~~ shall be entitled to pregnancy disability leave (PDL) for the period of the disability not to exceed four months. ~~. In addition to family care and medical leave, an employee may be entitled to take unpaid pregnancy disability leave of up to four months.~~

PDL shall run concurrently with FMLA leave for disability caused by an employee's pregnancy. At the end of the employee's FMLA leave for disability caused by pregnancy, or at the end of four months of PDL, whichever occurs first, a CFRA-eligible employee may request to take CFRA leave of up to 12 work weeks, for the reason of the birth of a child or to bond with or care for the child.

Leave taken for the birth or placement of a child must be concluded ~~initiated~~ within one year of the birth or placement of the child. Such leave ~~shall not be taken intermittently or on a reduced leave schedule unless the district and the employee agree otherwise.~~ does not need to be taken in one continuous period of time.

~~If both parents of a child work for the district, their family care and medical leave related~~

~~to the birth or placement of the child shall be limited to a total of 12 weeks.~~

Each eligible employee shall be granted up to 12 work weeks for family care and medical leave related to the birth or placement of a child, regardless of whether both parents of the child work for the district.

During the period of family care and medical leave, the district will allow the employee the option to use his/her accrued vacation leave, other accrued time off, and any other paid or unpaid time off negotiated with the district. Accrued sick leave shall be used when the purpose of the family care and medical leave is one for which sick leave can be taken pursuant to collective bargaining agreements and/or Board Policy.

#### Requests, Advance Notice and Certification

An employee shall give the Associate Superintendent for Human Resources at least 30 days' written advance notice of his/her need for family care and medical leave. If the employee learns of the need for this leave fewer than 30 days in advance, he/she shall provide such notice as soon as practicable.

If leave is needed for a planned medical treatment or supervision, the employee shall make a reasonable effort to schedule the treatment or supervision to avoid disruption of district operations. This scheduling shall be subject to the health care provider's approval.

An employee's written request to the Associate Superintendent for Human Resources for family care and medical leave shall be supported by a certification from the health care provider of the person requiring care. This certification shall include all of the following:

1. The date on which the serious health condition began.
2. The probable duration of the condition.
3. If the employee is requesting leave because of his/her own serious health condition, the health care provider's certification that due to the serious health condition, the employee is unable to perform the functions of his/her job.
4. If the employee is requesting leave to care for an eligible family member ~~child, spouse or parent~~ who has a serious health condition, the certification shall also include the health care provider's:
  - a. Estimate of the amount of time the health care provider believes the employee needs to care for the eligible family member ~~child, parent or spouse~~, and
  - b. Statement that the serious health condition warrants the participation of the employee to provide care during a period of the treatment or

supervision of the eligible family member. ~~of the child, parent or spouse.~~

If additional leave is needed beyond that specified in the original certification, the district may require the employee to provide recertification as specified above.

The District may require the employee to obtain, at district expense, a second or third opinion from a health care practitioner to certify an employee's own serious health condition.

The District shall not request any genetic information related to an employee except as authorized by law in accordance with the California Genetic Information Nondiscrimination Act of 2011.

#### Intermittent/Reduced Work Schedule Leave

Leave related to the serious health condition of the employee or eligible family member ~~his/her child, parent or spouse~~ may be taken intermittently or on a reduced work schedule when medically necessary; in such a case, the employee may be required to transfer temporarily to a different job that has the equivalent pay and benefits but could better accommodate recurring periods of leave.

The minimum duration of leave for the birth, adoption, or foster care placement of a child shall be two weeks. However, the district shall grant a request for such leave of less than two weeks on any two occasions.

#### Maintenance of Benefits

During the period of family care and medical leave, the employee shall continue to participate in the district's medical, dental and vision plan under the same terms offered to employees not on leave. (29 U.S.C. 2614; Government Code 12945.2)

During the period of family care and medical leave, the employee shall continue to be entitled to participate in life, disability and accident insurance plans, pension and retirement plans, supplemental unemployment benefit plans, and/or any other employee welfare benefit plan to the same extent and under the same conditions as apply to an unpaid leave taken for any other purpose. In the absence of these conditions, the employee shall continue to be entitled to participate in these plans, but the district will require the employee to pay the premium for periods not covered by accrued leave.

The District may recapture the health premiums paid on behalf of the employee if the employee fails to return from leave after the leave period has expired provided this failure to return is for a reason other than the continuation, recurrence or onset of a serious health condition of the employee or the employee's eligible family member ~~child, parent, or spouse~~ or other circumstances beyond the employee's control.

#### Maintenance of Status



The employee shall retain his/her employee status with the district during the leave period, and the leave shall not constitute a break in service for purposes of longevity or seniority under any employee benefit plan or collective bargaining agreement. For purposes of layoff, recall, promotion, job assignment and seniority-related benefits such as vacation, the employee returning from leave shall have no less seniority than he/she had when the leave started.

#### Reinstatement

Upon granting an employee's request for family care and medical leave, the district shall guarantee to reinstate the employee in the same or a comparable position when the leave ends, except as allowed by law.

The district may refuse to reinstate an employee returning from leave to the same or a comparable position if the employee is a salaried "key employee" who is among the highest paid 10 percent of the district's employees.

An employee who takes leave has no greater right to reinstatement than if he/she had been continuously employed during the leave period. If the district reduces its work force during the leave period and the employee is laid off for legitimate reasons at that time, he/she is not entitled to reinstatement.

#### Return to Work

The employee shall present a certification from the health care provider of the employee's ability to resume work. The certification shall address the employee's ability to perform the essential functions of the position.

#### Military Family Leave

An employee requesting leave for qualifying exigencies shall provide a copy of the military member's active duty orders with the dates of the service and a certification of the qualifying exigency necessitating the leave.

#### Military Caregiver Leave

An eligible employee may use up to a total of 26 work weeks of leave during a single 12-month period, inclusive of the 12 weeks of FMLA, to care for a covered servicemember with a serious injury or illness in accordance with current federal and state regulations.

#### Notifications

In accordance with law, the district shall notify employees of their right to request family care and medical leave.

When employees request family care and medical leave, the district shall provide them with notice detailing the specific expectations and obligations involved.

#### **E. Reports Required**

None

**F. Record Retention**

Employee request and District response for family care and medical care leave will be maintained in the employees personnel file.

**G. Responsible Administrative Unit**

Human Resources

**H. Approved By**

Associate Superintendent for Human Resources

Legal Reference:

CALIFORNIA GOVERNMENT CODE

|         |                                                                       |
|---------|-----------------------------------------------------------------------|
| 12940   | Unlawful employment practices                                         |
| 12945   | Pregnancy; childbirth or related medical condition; unlawful practice |
| 12945.2 | Family care leave; definitions; conditions                            |
| 19702.3 | Family care leave; exercise of rights                                 |

CALIFORNIA CODE OF REGULATIONS, TITLE 2

7297.0-7297.9 Family Care Leave

UNITED STATES CODE, TITLE 29

2601 et seq., Family and Medical Leave Act of 1993

CODE OF FEDERAL REGULATIONS, TITLE 29

825 Family and Medical Leave Act of 1993

Regulation Adopted: 4/9/96

Regulation Revised: