

**NOTICE**  
**REGULAR MEETING OF THE GOVERNING BOARD**  
**TRACY UNIFIED SCHOOL DISTRICT**  
**NOVEMBER 14, 2023**

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

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

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

**TIME: 6:20 PM Closed Session**  
**7:00 PM Open Session**

**A G E N D A**

- |           |  |                |
|-----------|--|----------------|
| <b>1.</b> | <b>Call to Order</b>   | <b>Pg. No.</b> |
| <b>2.</b> | <b>Roll Call – Establish Quorum</b><br>Board: S. Abercrombie, O. Alexander, R. Fagin, L. Hawkins, Z. Hoffert, N. Kahlon,<br>Absent: J. Silcox<br>Staff: R. Pecot, T. Jalique, J. Stocking, T. Salinas, S. Smith                        |                |
| <b>3.</b> | <b>Closed Session:</b> Opportunity to Address the Board Regarding Closed Session Items which follow. Closed session is limited to consideration of items specifically authorized under the Government Code and/or the Education Codes. |                |
|           | <b>3.1 Administrative &amp; Business Services:</b> None.   |                |
|           | <b>3.2 Educational Services:</b>   |                |
|           | <b>3.2.1</b> Finding of Facts: 23/24#18<br><b>Action:</b> Motion___; Second___. <b>Vote:</b> Yes___; No___; Absent___; Abstain___  |                |
|           | <b>3.2.2</b> Reinstatements: AR#23-24/#09<br><b>Action:</b> Motion___; Second___. <b>Vote:</b> Yes___; No___; Absent___; Abstain___  |                |
|           | <b>3.2.3</b> Early Graduation: TISCS#10323423, TISCS#10355694<br><b>Action:</b> Motion___; Second___. <b>Vote:</b> Yes___; No___; Absent___; Abstain___  |                |
|           | <b>3.2.4</b> Approve Funding for Parent Reimbursement Per Confidential Settlement Agreement<br><b>Action:</b> Motion___; Second___. <b>Vote:</b> Yes___; No___; Absent___; Abstain___  |                |
|           | <b>3.3 Human Resources:</b>  |                |
|           | <b>3.3.1</b> Release Probationary Classified Employee #UCL-459 Food Service Technician<br>Motion___; Second___. <b>Vote:</b> Yes___; No___; Absent___; Abstain___  |                |
|           | <b>3.3.2</b> Consider Unpaid Leave of Absence for Classified Employee #UC-460<br>Motion___; Second___. <b>Vote:</b> Yes___; No___; Absent___; Abstain___   |                |
|           | <b>3.3.3</b> Consider Public Employee/Employment/Discipline/Dismissal/Release<br><b>Action:</b> Motion___; Second___. <b>Vote:</b> Yes___; No___; Absent___; Abstain___  |                |

- 3.3.4 Conference with Labor Negotiator  
Agency Negotiator: Tammy Jalique  
Associate Superintendent of Human Resources  
Employee Organization: CSEA, TEA

**4. Adjourn to Open Session**

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

**6. Closed Session Issues:**

6a Action Taken on Finding of Facts: 23/24#18

**3.2.1**

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

6b Report Out of Action Taken on Reinstatements: AR#23-24/#09

**3.2.2**

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

6c Report Out of Action Taken on Early Graduation: TISCS#10323423,

**3.2.3** TISCS#10355694

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

6d Report Out of Action Taken on Approve Funding for Parent Reimbursement Per

**3.2.4** Confidential Settlement Agreement

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

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

**3.3.1** #UCL-459 Food Service Technician

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

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

**3.3.2** Employee #UC-460

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

**7. Approve Special Meeting Minutes of October 20, 2023**

**1-2**

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

**Approve Regular Minutes of October 24, 2023**

**3-9**

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

**8. Student Representative Reports:**

**8.1 West High School FFA:** Angelina Cruz, Nicolle Guadarrama.

**8.2 Tracy High School FFA:** Tanner Araujo, Jake Hallen

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

**9.1 Williams Middle School**

**9.2 Bohn Elementary School**

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

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

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

**12. PUBLIC HEARING:**

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

**12.2 Educational Services:**

**12.2.1** Public Hearing regarding a Material Revision of the Charter Petition for the Tracy Independent Study Charter School (Separate Cover Item) **10**

**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:**

**13.1.1** Accept and Review the Status of School Connected Organization/Booster Club Applications Submitted for the 2023/24 School Year **11-12**

**13.1.2** Accept the Generous Donations from the Various Individuals, Businesses, and School Site Parent Teacher Associations Listed Herein with Thanks and Appreciation from the Staff and Students of the Tracy Unified School District **13-14**

**13.1.3** Approve Accounts Payable Warrants (August, September & October 2023) (Separate Cover Item) **15**

**13.1.4** Approve Payroll Reports (August, September & October 2023) (Separate Cover Item) **16**

**13.1.5** Approve Revolving Cash Fund Reports (August, September & October 2023). **17-20**

**13.1.6** Ratify Routine Agreements, Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda **21-24**

**13.2 Educational Services:**

**13.2.1** Approve Agreement with School Innovations & Achievement for Behavior Alert System (Separate Cover Item) **25**

**13.2.2** Approve TUSD Title I Schools' Parent and Family Engagement Policies for the 2023-2024 School Year (Separate Cover Item) **26-27**

**13.2.3** Approve Service Contract Agreement with Lifeworks – ACS, Inc. to Conduct Occupational Therapy Assessments **28-31**

**13.2.4** Approve Master Contract for Specialized Education of California Operating the Sierra School of San Joaquin NPS for the 2023-2024 School Year (Separate Cover Item) **32**

**13.2.5** Approve Renewal of Digital Access to Survey Monkey Platform between Survey Monkey and Stein Continuation High School for the 2023-2024 School Year **33-34**

- 13.2.6 Approve Overnight Travel for the Tracy High School Varsity Girls Basketball Team to Participate in the Wine Valley Tournament in Napa, CA on December 14-16, 2023 35
- 13.2.7 Approve Service Contract Agreement with The Speech Pathology Group (SPG) dba SPG Therapy and Education for Individual Educational Evaluations (IEEs) for the 2023-2024 School Year 36-39
- 13.2.8 Approve Overnight Travel for Tracy Charter School Sixth Grade Students and Supervisors to Attend Science Camp at Sky Mountain Educational Center on December 12- 14, 2023 40-43
- 13.2.9 Approve Overnight Travel for Poet-Christian School sixth grade students and supervisors to attend Science Camp at Sky Mountain Educational Center on December 12- 14, 2023 44-47
- 13.2.10 Approve and/or Ratify Routine Agreements which meet the Criteria for Placement on the Consent Agenda 48-49
- 13.2.11 Approve Overnight Travel for the West High School Cross Country Team and Advisors to attend CIF State Cross Country Championships at Woodward Park in Fresno, CA on November 24-25, 2023 50

**13.3 Human Resources:**

- 13.3.1 Accept Resignations/Retirements/Leave of Absences for Classified, Certificated, and/or Management Employment 51-52
- 13.3.2 Approve Classified, Certificated, and/or Management Employment 53-57
- 13.3.3 Approve Tentative Agreement Article XII with the California School Employees Association 58-60

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

**14.1 Administrative & Business Services:**

- 14.1.1 Consider Naming the Aquatic Complex and Baseball Field at Tracy High School and the Appointing of a Screening Committee 61
- Action:** Motion\_\_\_; Second\_\_\_. **Vote:** Yes\_\_\_; No\_\_\_; Absent\_\_\_; Abstain\_\_\_.

**14.2 Educational Services:**

- 14.2.1 Adopt Resolution No. 23-06 Approving the Intent of the Continued Funding Application Authorizing the District to Enter into a Renewal of the Yearly Contract with the State for a Child Development Program for the 2024-2025 School Year and to Authorize Designated Personnel to Sign Contract Documents (Separate Cover Item) 62-63
- Action:** Motion\_\_\_; Second\_\_\_. **Vote:** Yes\_\_\_; No\_\_\_; Absent\_\_\_; Abstain\_\_\_.

**14.3 Human Resources:**

- 14.3.1 Acknowledge Revised Administrative Regulation 4157.1, 4257.1 and 4357.1 Work-Related Injuries (Second Reading) 64-69
- Action:** Motion\_\_\_; Second\_\_\_. **Vote:** Yes\_\_\_; No\_\_\_; Absent\_\_\_; Abstain\_\_\_.
- 14.3.2 Acknowledge Revised Administrative Regulation 4217.3 Layoff/Rehire (First Reading) 70-78
- Action:** Motion\_\_\_; Second\_\_\_. **Vote:** Yes\_\_\_; No\_\_\_; Absent\_\_\_; Abstain\_\_\_.

**14.3.3** Adopt Revised Board Policy 4161.1 and New Board Policy 4261.1 **79-81**  
Personal Illness and Injury Leaves (Second Reading)

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

**14.3.4** Adopt Revised Board Policy 4361.1 Personal Illness and Injury Leaves **82-83**  
(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** December 12, 2023

**17.2** January 9, 2024

**17.3** January 23, 2024

**17.4** February 13, 2024

**18. Upcoming Events:**

**18.1** November 20-25, 2023

No School, Thanksgiving Break

**18.2** December 18-January 2, 2024

No School, Winter Break

**18.3** January 15, 2024

No School, Martin Luther King Day

**18.4** February 12, 2024

No School, Lincoln's Day

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  
Special Meeting of the Governing Board  
For Tracy Unified School District  
Held on Tuesday, October 20, 2023**

- 1. 3:06 pm. Call to Order and Pledge of Allegiance**
- 2. Roll Call – Establish Quorum**  
Board: S. Abercrombie, O. Alexander, R. Fagin, L. Hawkins, N. Kahlon, J. Silcox  
Absent: Z. Hoffert  
Staff: R. Pecot, J. Stocking, D. Schneider S. Smith  
Facilitator: D. Williams, T. Tran, D. Black
- 3. Audience** Bobbie Etcheverry
- 4. Hearing of Delegations** None.
- 5. Workshop**
  - 3.1 Ethnic Studies Workshop**  
Board introductions were made. Trustee Abercrombie introduced Dominique Williams and Tuyen Tran, with UC Davis and the CA History-Social Science Project, who facilitated the meeting along with Dawniell Black, Program Specialist with Elk Grove Unified School District. EGUSD has been offering ethnic studies courses for four years.

Today is part of a series of training dates that have occurred for Tracy Unified. There is a course proposal submitted for Ethnic Studies to be offered as an elective for the next school year. AB101 mandates Ethnic Studies as a graduation requirement beginning the 2029-30. TUSD has a contract with UC Davis to provide course development for the implementation of the Ethnic Studies elective.

The Board received an introduction to Ethnic Studies.

Some of the key points discussed included:

- The importance of teacher and student agreements requiring them to be centered on students, open to learning, listening to hear, not to respond, and to lean into discomfort and not be afraid to ask questions.

Trustee Fagin left the room at 4:00 p.m.

Trustee Fagin returned to the room at 4:01 p.m.

- There are misconceptions of Ethnic Studies; that it may be focused only on one race, that it may teach students to hate other groups of people, and that students may not be interested in taking the class.

A short break was taken at 4:17 p.m  
The meeting reconvened at 4:31 p.m  
Trustee Hawkins returned from break at 4:40 p.m

- The definition of Ethnic Studies and how it differs dependent on its origin. Per San Francisco State University, Ethnic Studies provides safe academic spaces for all to learn the histories, cultures, and academic traditions of Native Peoples and communities of color in the U.S. in the first person and also practice theories of resistance and liberation to eliminate racism and other forms of oppression.
- A reflection on everyone's educational journey and background was shared via round table discussion.
- The TUSD course approval process starts with the teachers developing the course. Next it is reviewed by the site department chair committee, reviewed by the principal with site management team, then by the Ed Services team, with Cabinet making a final decision.

Trustee Silcox left the meeting at 5:45 p.m.

- The state mandates four core academic disciplines must be included: American Indian/Native American Studies, African-American Studies, Latinx/Chicanx Studies, and Asian American Studies (including South Asian, Central Asian, and Arab-American Studies).

Trustee Fagin left the meeting at 5:52 p.m.  
Trustee Fagin returned at 5:54 p.m.

**6. Adjourn                      5:58 p.m.**

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
Date

**Minutes of  
Regular Meeting of the Governing Board  
For Tracy Unified School District  
Held on Tuesday, October 24, 2023**

- 6:30 PM:** 1-3. President Abercrombie called the meeting to order and adjourned to closed session.
- Roll Call:** 4. Board: S. Abercrombie, O. Alexander, R. Fagin, L. Hawkins, Z. Hoffert, N. Kahlon, J. Silcox  
Staff: R. Pecot, T. Salinas, T. Jalique, J. Stocking, S. Smith
- 7:00 PM** 5. President Abercrombie called the Tracy Unified School District Board of Education to order and led those present in the Pledge of Allegiance.
- Closed Session:** 6a Action Taken on Finding of Facts: 23/24#11, 23/24#12, 23/24#13,  
3.2.1 23/24#14, 23/24#15, 23/24#16, 23/24#17  
**Action:** Hawkins, Silcox. **Vote:** Yes-7; No-0; Absent-0  
6b Report Out of Action Taken on Reinstatements: AR#23-24/#06, AR#23-  
3.2.2 24/#07, AR#23-24/#08  
**Action:** **Vote:** Yes-7; No-0; Absent-0  
6c Report Out of Action Taken on Consider Request for Claim Settlement  
3.3.1 Authority  
**Action:** **Approved.** **Vote:** Yes-7; No-0; Absent-0
- Minutes:** 7. **Approve Regular Minutes of September 26, 2023.**  
**Action:** Silcox, Kahlon. **Vote:** Yes-6; No-0; Absent-0; Abstain-1 (Hoffert)
- Audience:** Monica Hill, Kailyn Hill, Bobbie Etcheverry, Annabelle Lee, Troy Brown, Lisa Bryant, Alex Contreras, Bob Wallace, Dr. Troy Brown, Chris Munger, Bill Maslyar, Jon Waggle, Derek Freligh, Gary Henderson, April Jacobs, Monica Peralta, Sofia Enget, Kaleigh Felisberto, Spencer Peterson, Mary Fernandez, Wes Huffman, Vanessa Gomes, Chloe Andrus, Liliana Alves, Christina Gomes, Rosalie Enget
- Student Rep Reports:** 8.1 **Kimball High:** Harleen Kaur reports that KHS had an eventful month with a graduation fair and an option to purchase caps and gowns. The seniors had a tailgate with a car decorating contest and the school band performed at the new Geri Neylan Theater. Winter sports have officially started. Leadership is focusing on their black-tie event and the upcoming trunk or treat. Students are happy that AP exams are now only \$20. The price will no longer be an inconvenience to the students. Kimball has begun to reward punctuality. Students with no tardies will be entered into a special drawing, with 5 winners receiving a skip the lunch line pass. They are also hosting the Red-Carpet ceremony next month and are encouraging students to complete anti bullying posters or poems. Next month is their first production of the school year. The play is called You Can't Take It With You.

**Alternative Education:** Jeffery Moss informs the biology classes have been working on a project utilizing microscopes and studying slides. Before break, they finished up Banned Books Week where they had a banned books escape room. In English they've completed their food truck business report, where they learned how to run a business and create profit for success. This week is Red Ribbon week and there are many spirit events scheduled. Last but not least, the Stein volleyball team went 4 and 4 in their second tournament, the final tournament is this week, and they hope to bring home another trophy.

**West High:** Noah Watkins and Kaelyn Garcia shared that many of the programs at West have been participating in college tours. They have had four senior nights for various sports teams with over 40 seniors this fall taking part in the celebrations. This Thursday their ROTC program is hosting a trunk or treat. They also have the West vs Tracy High football game this week. On November 2nd the art program is having a Dia de los Muertos art exhibition. Noah and Kaelyn ended by wishing the board a spooky night!

**Tracy High:** Olivia Orcutt provided a THS update. Winter sports are gearing up with conditioning and try outs. They are celebrating the girls flag football team as they have won league. The 3 players from the boys football team, along with Coach Pribble, were on ABC10 news to speak about their season. THS is hosting a Halloween movie night on October 30<sup>th</sup> and the AG Science FFA is having a pumpkin patch for children to enjoy. Students attended the safe school's summit at the district to address their concerns for safety at their school. From conversation with other high schools, they realized how much they have in common and how safe they really are.

## **Recognition & Presentations:**

**Item 9.1 was moved up on the agenda.** Fagin, Silcox. Vote: Yes-7; No-0; Absent-0

### **9.1 Recognize Officer Contreras with the Tracy Police Department, Freiler Principal Stephen Theall, Teacher Alayna Evans, and Students Malyna Torres-Melton, McKenna Adamo, and Joey Russell for their Heroic Actions**

Dr. Troy Brown, County Superintendent of Schools, quoted definitions of being a hero. He was present to celebrate the actions of the many that saved the life of Heather Freligh. He thanked them for their courage and presented them with a certificate of recognition. Trustee Abercrombie presented certifications on behalf of TUSD. Heather's father, Derek Freligh, also presented plaques to show his gratitude. For the Freligh family this was a defining moment that forever changed their lives.

### **9.2 Central Elementary School**

Principal April Jacobs, Assistant Principal Monica Peralta, and first grade teacher Jennifer Jefferis shared information and a presentation. Each day the students have PIR Time, which stands for Priority Individualized Reading. They have one hour of differentiated reading which includes small group work with their teacher and pull-out groups with their paras and teacher librarian. Social emotional learning is spread school wide. Each month they focus on a different pillar of character and reward students for their behavior. Weekly the COST team meets to discuss students in need of social emotional support. The team consists of counselors from Sow A Seed and Valley Community Counseling, Ms. Jacobs, and Ms. Peralta. Central is having a

monthly attendance challenge where they recognize the class with the best attendance. Parent Café has started, parents are invited to campus every Tuesday where they receive parent support about various topics at each session.

### **9.3 Tracy Charter School**

Principal Annabelle Lee presented background information about the Tracy Charter School and a snapshot of how learning happens on campus. The charter opened in the 20/21 school year. Families uncomfortable sending students back to in person learning opted to enroll in the program. Each student receives a one to one device to complete their classwork. The school offers kinder through 12 grade. Students enjoy online learning because it offers self-paced learning without distractions. They have weekly meetings with their teacher either virtual or in person. During this time, they have a socio-emotional check-in, complete a progress plan check and receive support as needed. The school started with 44 students with grades 6 through 12. They are now at 332 students, with students enrolling year-round, and have a goal to increase future enrollment by 10%. They plan to have more community events moving forward. This Monday they will host the Cardinal Candy Crawl.

### **9.4 Tracy High School eSports**

Tracy High School Principal, Jon Waggle, introduced their new Esports team, and eSports Coach Gomez-Zavala. He has enjoyed the opportunity to get more students involved in a competitive sport. Students from the eSport Overwatch 2 Team and the League of Legends Team introduced themselves. The games include strategy, team building, and an opportunity to increase communication skills and electronic technological know-how. They also run an eSports Instagram account with some competitions broadcast live on Twitch. They have begun to expand and capitalize on the equipment they have in their eSports arena. Mr. Waggle expressed appreciation to Tom Quimbao and his staff for making this possible. They have 16 students participating daily with much more interest building for the spring season. This is an opportunity for students that can carry on beyond high school.

## **Information & Discussion Items:**

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

**10.2 Educational Services:**

**10.2.1 Receive Report on California State Law SB 328 TUSD High School Late Start**

Erin Quintana is the Director of Professional Learning and Curriculum. Per SB 328, current late start law mandates the school day begin no earlier than 8:30 am for high school students. When comparing the 21/22 school year to 22/23, tardies were reduced at WHS and THS, however KHS saw an increase. Absences in 5<sup>th</sup> and 6<sup>th</sup> period saw an increase for WHS and THS, with a decrease at KHS. Principals were interviewed about the impacts on instruction and activities. Students that play sports miss more classes due to the late start and resulting late dismissal. After school intervention is challenging and activities without lights must start earlier, again resulting in more missed classes. Safety is a concern with students arriving to campus early. After school meetings run later which impacts teacher participation in professional learning and these later programs

have contributed to an increase in overtime for security and custodial. As of today, the district has not received any complaints from parents regarding late start.

## Hearing of Delegations

11. Mary Fernandez spoke regarding concerns with TUSD van safety and maintenance. The vans are old and not maintained. Recently there was a tire blow out. She would like to see record of the safety and maintenance inspections and when the vans will be replaced? She would like this concern to be placed on the agenda or requests a response back from the board.

Wes Huffman is with the Tracy Breakfast Lions and the Tracy Tree Organization. He shared a publication regarding mini forests. He would like the district to consider putting a mini forest on a campus somewhere in the district. The smallest mini forest is the size of six parking spaces. The Tracy Tree Organization would fund this activity. He is looking for schools willing to do this activity that students can participate in.

Wes Huffman also shared that the Tracy Breakfast Lions has equipment that evaluates student vision. This program has been mentioned previously to the board. The club provides the equipment, and the evaluation results are sent directly to the school nurse.

Vanessa Gomes said the change in the graduation date was unexpected and unwarranted. This ceremony is a highlight of their high school career. They only heard of this from chatter with their teachers, no official statement has gone out. She realizes how inconvenient this change would be. Parents will have to take the day off from work. It is odd for the seniors to have to return the next day. Saturday graduation has always been ideal, she would like it to return to Saturday.

It has come to Christina Gomes's attention that the day of graduation has changed. She couldn't believe this change happened and conflicted with Jefferson middle school graduations. When students cross the stage, it is their last steps on campus, they should not have to return to school the next day. At the start of the school year, the student calendar said Saturday. The students deserve better. TUSD is experimenting this change on the students that had drive through graduation in middle school.

Becky Andres, KHS Parent, is frustrated because the date was changed without being announced and asks why the decision was made solely by the district office. The dates conflict with 8<sup>th</sup> grade graduation at Jefferson and Kelly Schools. This change was not appropriately discussed or planned. Many residents commute out of town and would have to take the day off from work to attend. The kids deserve better. She asks that the board puts this issue on the next agenda and has an open forum with parents. This is about students not staff or administrators.

Sofia Enget is a Kimball senior. Throughout her experience everything has been disrupted due to starting online, now this has been the last straw. She is very upset and doesn't know if her family will be able to attend. Students have school the next day. So many seniors are being effected without their input. She feels they are being treated as an experiment.

Trustee Hoffert left the board meeting at 8:00 P.M.

Chloe Andrus is a Kimball student. The graduation change was never announced. The seniors had no say in this change. This is a great inconvenience. This forces families to change their work schedule. There is a possibility her father will not be able to attend. She asks the board to please put this on the agenda so seniors can have a celebration they have worked so hard for.

Liliana Alves is a Kimball student that moved to Tracy her sophomore year. Most of her friends and family live in the bay area. Due to the date of the graduation, she does not know if it is feasible for them to attend. There is no time for a post-graduation celebration. The new graduation date shows a level of disrespect to the students. Although this is her personal situation, it is not unique to her. How can this benefit the students and their families.

Rosalie Enget is a Kimball parent. The class of 2024 is the group of kids that had their 8<sup>th</sup> grade year come to an end with a drive by promotion ceremony. Freshman year was spent at home from the kitchen table. A Thursday graduation can mean out of town family may not be able to attend. It will be too dark for family photos. Why wasn't the class asked or considered in this decision.

Spencer Peterson says he is a representative of the Kimball student body. He has 131 signatures from Kimball students in favor of changing the date back to Saturday. The grad students of 2024 lost their graduation in middle school. He and many students refuse to stand by as their graduation is pawned off. Spencer shared a story from a fellow student. On this date, her mother will not be able to make it due to her work hours. The effort and work they have put in has been slighted. He asked for this to be put on a future agenda.

**Public Hearing:** 12.1 None.

- Consent Items:** 13. **Board approval of any agenda item requiring insurance is conditioned upon acceptance of appropriate insurance accepted by Tracy Unified.**  
**Action:** Hawkins, Silcox. **Vote:** Yes-6; No-0; Absent- 1 (Hoffert)
- 13.1 **Administrative & Business Services:**
- 13.1.1 Ratify Routine Agreements, Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda
- 13.1.2 Accept the Generous Donations from the Various Individuals, Businesses, and School Site Parent Teacher Associations Listed Herein with Thanks and Appreciation from the Staff and Students of the Tracy Unified School District
- 13.1.3 Approve Entertainment, Assembly, Service, Business and Food Vendors
- 13.2 **Educational Services:**
- 13.2.1 Approve Agreement for Special Contract Services with The Learning Circle, LLC to provide Training to the TUSD School Readiness Preschool Program during the 2023-2024 School Year
- 13.2.2 Receive Update on Quarterly Williams Complaint Report for the Quarter Ending October 15, 2023

- 13.2.3 Approve Proposal between TUSD and Main Street Music to Provide College Conductors and Professional Accompanist for the TUSD Honors Concert
- 13.2.4 Ratify Overnight Travel for George Kelly School Sixth Grade Students and Supervisors to attend Science Camp at Sky Mountain Educational Center on October 2-4, 2023

**13.3 Human Resources:**

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

**Action Items:**

**14.1 Administrative & Business Services:**

- 14.1.1 Consider Claim 627224

**Action:** Board Approved to Reject Claim. Fagin, Alexander. **Vote:** Yes-6; No-0; Absent-1 (Hoffert)

- 14.1.2 Adopt Resolution #23-05 Authorizing and Defining Names to Sign Orders on School District Funds

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

**14.2 Educational Services: None.**

**14.3 Human Resources:**

- 14.3.1 Acknowledge Revised Administrative Regulation 4157.1, 4257.1 and 4357.1 Work-Related Injuries (First Reading)

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

- 14.3.2 Adopt Revised Board Policy 4161.1 and New Board Policy 4261.1 Personal Illness and Injury Leaves (First Reading)

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

- 14.3.3 Adopt Revised Board Policy 4161 and 4261 Leaves (Second Reading)

**Action:** Adopted as Final. Hawkins, Silcox. **Vote:** Yes-6; No-0; Absent-1 (Hoffert)

- 14.3.4 Adopt Revised Board Policy 4361.1 Personal Illness and Injury Leaves (First Reading)

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

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

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

- 14.3.6 Approve a Declaration for a Provisional Internship Permit

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

- 14.3.7 Approve Agreement for Contract Services Between Tracy Unified School District and LinkedIn Corporation

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

**Board Reports:**

Trustee Kahlon expressed gratitude to the local heroes honored this evening, she is very proud of them. She enjoyed the presentations; great things are happening at the schools. Trustee Fagin agrees with what Trustee Kahlon expressed and added that eSports is way beyond him, but it sounds very intriguing; he is all for it. Trustee Alexander enjoyed tonight's presentations and offered congratulations to all the heroes that were here today. Trustee Silcox passed. Trustee Hawkins appreciates

everyone for attending the board meeting tonight. Trustee Abercrombie spoke about Saturday school. Saturday School allows students to get extra help and improve their education and allows schools to receive extra funding.

**Superintendent  
Report:**

Dr. Pecot passed on making comment this evening.

**Adjourn: 8:15 pm.**

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
Date



## EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Rob Pecot, Superintendent  
**FROM:** Julianna Stocking, Associate Superintendent of Educational Services  
**DATE:** November 14, 2023  
**SUBJECT:** Public Hearing regarding a Material Revision of the Charter Petition for the Tracy Independent Study Charter School

**BACKGROUND:** The Board of Trustees shall approve a material revision to the charter petition with the requirements set forth in the Tracy Unified School District's Charter School Board Policy 0420.4, Administrative Regulation 0420.4, and Education Code Sections 47605 and 47607.

**RATIONALE:** Tracy Charter School is dedicated to meeting the diverse educational needs of students who enroll at various stages of their academic journey. The updated charter reflects our commitment to providing targeted support for students at-risk of not graduating, ensuring they have a clear and attainable path to graduation that aligns with the requirements set by the state of California.

Tracy Unified School District staff and legal counsel have prepared the charter petition and have reviewed it to determine if it meets the guidelines and criteria set forth in Education Code Sections 47605 and 47607; Tracy Unified School District Board Policy 0420.4 and Administrative Regulation 0420.4.

**FUNDING:** Not applicable.

**Prepared by:** Annabelle Lee, Principal of Tracy Independent Study Charter School.



## BUSINESS SERVICES MEMORANDUM

**TO:** Dr. Rob Pecot, Superintendent  
**FROM:** Tania Salinas, Assoc Supt of Business Services  
**DATE:** November 1, 2023  
**SUBJECT:** Accept and Review the Status of School Connected Organization/Booster Club Applications Submitted for the 2023/24 School Year

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

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

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

**RECOMMENDATION:** Accept and Review the Status of School Connected Organization/Booster Club Applications Submitted for the 2023/24 School Year.

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



## 2023/2024 School-Connected Organization Booster Clubs

Organization	Status	Current Reviewed Bank Statements
209 Tracy High Wrestling Booster Club	<i>Approved</i>	<i>Current</i>
Bohn Parent Teacher Organization	<i>Approved</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>
Jacobson Staff Parent Assoc.	<i>Approved</i>	<i>Current</i>
Kimball High School Athletic Booster Club	<i>Approved</i>	<i>Current</i>
Kimball High School Music Booster Club	<i>Approved</i>	<i>Current</i>
Kimball High Jaguar Theatre Booster Club	<i>Approved</i>	<i>Current</i>
Kimball High School PTSA	<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>
South/West Park Parent Club	<i>Recommended for approval</i>	<i>Current</i>
Tracy Bulldog Band Booster Club	<i>Approved</i>	<i>Current</i>
Tracy High Baseball Booster Club	<i>Approved</i>	<i>Current</i>
Tracy High Cheer-Dance Booster Club	<i>Approved</i>	<i>Current</i>
Tracy High Football Booster Club	<i>Approved</i>	<i>Current</i>
Tracy High Girls Basketball Booster Club	<i>Approved</i>	<i>Current</i>
Tracy High Softball Booster Club	<i>Approved</i>	<i>Current</i>
Tracy High Volleyball Booster Club	<i>Approved</i>	<i>Current</i>
West High Home Field Advantage	<i>Approved</i>	<i>Current</i>
West High Music Booster Club	<i>Approved</i>	<i>Current</i>
West High Science Booster Club	<i>Approved</i>	<i>Current</i>



## BUSINESS SERVICES MEMORANDUM

**TO:** Dr. Rob Pecot, Superintendent  
**FROM:** Tania Salinas, Assoc Supt of Business Services  
**DATE:** November 2, 2023  
**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:

Kimball High School:

1. Tracy Unified School District/Kimball High School: From Kimball High School Athletics Booster Club for the total amount of \$3,166.60 (ck# 6038). Funds will be used towards expenses for our Cross Country teams' Mt. Sac. Invitational trip.
2. Tracy Unified School District/Kimball High School: From Les Schwab Tire Centers of Ca LLC for the total amount of \$750.00 (ck#665095805). Funds will be used towards new uniforms for the Girl's Volleyball Teams.

Tracy High School:

1. Tracy Unified School District/Tracy High School: From Jennifer Tosta Bogetti for the total amount of \$500.00 (ck #1250). This donation will go towards Linda Tosta Scholarship Fund.
2. Tracy Unified School District/Tracy High School: From Tracy Breakfast Lions Club for the total amount of \$1,000.00 (ck #1786). This donation will go towards Tracy High School's Auto Shop.

Jacobson Elementary:

1. Tracy Unified School District/Jacobson Elementary: From Katherine Castillo-AdoptAClassroom.org for the total value of \$5,000.00. Teachers at Jacobson will

receive an equal portion of the \$5,000.00. It will be available to them as a credit on AdoptAClassroom.org. Teachers will have access to vendors and they can use credit towards classroom supplies.

Tracy Unified School District:

1. Tracy Unified School District: From Lawrence Livermore National Security, LLC for the total amount of \$10,000.00 (ck# 942425). Donation will be used to support STEM education in the Tracy Unified School District.

**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:** November 2, 2023  
**SUBJECT:** **Approve Accounts Payable Warrants (August, September & October 2023)**

**BACKGROUND:** Each month the Financial Services Department submits summaries of warrants issued monthly to the Board of Trustees for review.

**RATIONALE:** The Board of Trustees is required by law to approve the total expenditures of the district. The Board has requested to review detailed backup for expenditures. This agenda item meets Strategic Goal #6 – Forming Partnerships.

**FUNDING:** N/A.

**RECOMMENDATION:** Approve Accounts Payable Warrants (August, September & October 2023).

**Prepared by:** Lori Nelson, Director of Financial Services.



# **BUSINESS SERVICES MEMORANDUM**

**TO:** Dr. Rob Pecot, Superintendent  
**FROM:** Tania Salinas, Assoc Supt of Business Services  
**DATE:** November 2, 2023  
**SUBJECT:** Approve Payroll Reports (August, September & October 2023)

**BACKGROUND:** Financial Services Department submits summaries of payroll warrants issued each month to the Board of Trustees for review.

**RATIONALE:** The Board of Trustees is required by law to approve the total expenditures of the district. The Board has requested to review detailed backup for expenditures. This agenda item meets Strategic Goal #7-Develop Powerful Educational Leaders.

**FUNDING:** N/A.

**RECOMMENDATION:** Approve Payroll Reports (August, September & October 2023).

**Prepared by:** Lori Nelson, Director of Financial Services.



## **BUSINESS SERVICES MEMORANDUM**

**TO:** Dr. Rob Pecot, Superintendent  
**FROM:** Tania Salinas, Assoc Supt of Business Services  
**DATE:** November 2, 2023  
**SUBJECT:** Approve Revolving Cash Fund Reports (August, September & October 2023)

**BACKGROUND:** Each month the Financial Services Department submits summaries of revolving cash fund checks issued monthly to the Board of Trustees for review.

**RATIONALE:** The Board of Trustees is required by law to approve the total expenditures of the district. The Board has requested to review detailed backup for expenditures. This agenda item meets Strategic Goal #6 – Forming Partnerships.

**FUNDING:** N/A.

**RECOMMENDATION:** Approve Revolving Cash Fund Reports (August, September & October 2023).

**Prepared by:** Lori Nelson, Director of Financial Services.

09/11/23

**TUSD**  
**REVOLVING CASH FUND**  
 August 2023

Date	Num	Name	Memo	Paid Amount
08/01/2023	9978	BLACK BEAR DINER	PO24-00871 McKinley Elem 8/4/2023	
			01-0000-0-1110-1000-4300-280-2323	-780.00
TOTAL				-780.00
08/07/2023	9979	TOGO'S	TOGOS PO24-00102 8/8/23	
			01-0000-0-0000-7150-4300-810-1001	-140.86
TOTAL				-140.86
08/28/2023	9980	Embassy Suites by Hilton Valencia	CONF 9-8-23 NOLL 01-0000-0-1110-2100-5200...	
			CONF 9-8-23 NOLL 01-0000-0-1110-2100-5200...	-424.08
TOTAL				-424.08

10/02/23

TUSD  
REVOLVING CASH FUND  
September 2023

<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Memo</u>	<u>Paid Amount</u>
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11/02/23

**TUSD**  
**REVOLVING CASH FUND**  
**October 2023**

Date	Num	Name	Memo	Paid Amount
10/18/2023	9984	China Wok	stemline meeting 01-0000-0-1110-2100-4300-...	
TOTAL				0.00
10/04/2023	9981	CSTA	CONF 10-20-23 MCK	
			Conference 10-20-23 MCK F.Baumann CASE/C...	-375.00
TOTAL				-375.00
10/17/2023	9982	TOGO'S	PO24-00102 Sup's office	
			PO24-00102 01-0000-0-0000-7150-4300-810-1...	-144.84
TOTAL				-144.84
10/17/2023	9983	HATCHING RESULTS LLC	CONF 2-20-24 SIOXSON INV 33979711	
			CONF 2/20-2/23/24 J.Sioxson invoice 33979711	-699.00
TOTAL				-699.00
10/18/2023	9984	China Wok	VOID: Stemline Meeting 01-0000-0-1110-2100...	
TOTAL				0.00
10/19/2023	9985	Taqueria La Mexicana	REQ24-01793 Stemline	
			REQ24-01793 01-0000-0-1110-2100-4300-810-...	-431.93
TOTAL				-431.93
10/20/2023	9986	Taqueria Las Comadres	PO24-01657 10/18/2023 WHS AG	
			PO24-01657 01-7010-0-1110-1000-4300-700-6...	-320.94
TOTAL				-320.94
10/20/2023	9987	TOGO'S	PO24-01656 parent/teacher conferences	
			PO24-01656 01-0000-0-1110-1000-4300-490-2...	-764.63
TOTAL				-764.63
10/24/2023	9988	Townhouse Motel	REQ24-01826 1 night stay	
			req24-01826 1 night stay 01-5634-0-0000-7200...	-145.00
TOTAL				-145.00
10/25/2023	9989	Townhouse Motel	REQ24-01826 2 night stay	
			REQ24-01826 01-5634-0-0000-3900-4300-800-...	-290.00
TOTAL				-290.00



## **BUSINESS SERVICES MEMORANDUM**

**TO:** Dr. Rob Pecot, Superintendent  
**FROM:** Tania Salinas, Assoc Supt of Business Services  
**DATE:** November 2, 2023  
**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**  
**November 14, 2023**  
**SUMMARY OF SERVICES**

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A. Vendor:	Peninsulators
Sites:	Freiler School
Item:	Proposal
Services:	Install new blinds.
Cost:	\$45,696.00
Project Funding:	ESSER

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B. Vendor:	Peninsulators
Sites:	Hirsh School
Item:	Proposal
Services:	Install new blinds.
Cost:	\$40,158.00
Project Funding:	ESSER

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C. Vendor:	Peninsulators
Sites:	Jacobson School
Item:	Proposal
Services:	Install new blinds.
Cost:	\$35,366.00
Project Funding:	ESSER

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D. Vendor:	Peninsulators
Sites:	Kimball High School
Item:	Proposal
Services:	Install new blinds.
Cost:	\$117,895.00
Project Funding:	ESSER

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E. Vendor:	Peninsulators
Sites:	McKinley School
Item:	Proposal
Services:	Install new blinds.
Cost:	\$33,645.00
Project Funding:	ESSER

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F. Vendor: Peninsulators  
Sites: MonteVista School  
Item: Proposal  
Services: Install new blinds.  
Cost: \$75,168.00  
Project Funding: ESSER

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G. Vendor: Peninsulators  
Sites: Poet-Christian School  
Item: Proposal  
Services: Install new blinds.  
Cost: \$33,767.00  
Project Funding: ESSER

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H. Vendor: Peninsulators  
Sites: SouthWest School  
Item: Proposal  
Services: Install new blinds.  
Cost: \$26,366.00  
Project Funding: ESSER

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I. Vendor: Peninsulators  
Sites: Tracy Charter School  
Item: Proposal  
Services: Install new blinds.  
Cost: \$30,140.00  
Project Funding: ESSER

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J. Vendor: Peninsulators  
Sites: Tracy High School  
Item: Proposal  
Services: Install new blinds.  
Cost: \$94,224.00  
Project Funding: ESSER

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K. Vendor: Peninsulators  
Sites: West High School  
Item: Proposal  
Services: Install new blinds.  
Cost: \$89,141.00  
Project Funding: ESSER

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L. Vendor:	Law Offices of Young, Minney & Coop, LLP
Sites:	District-wide
Item:	Purchase Order
Services:	Legal services related to charter school law.
Cost:	\$305.00/hr. (partners), \$110.00/hr. (paralegals)
Project Funding:	Risk Management

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# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Rob Pecot, Superintendent  
**FROM:** Julianna Stocking, Associate Superintendent of Educational Services  
**DATE:** October 18, 2023  
**SUBJECT:** Approve Agreement with School Innovations & Achievement for Behavior Alert System

**BACKGROUND:** Education Code Section 49079 requires that:

- a) A school district shall inform the teacher of each pupil who has engaged in, or is reasonably suspected to have engaged in, any of the acts described in any of the subdivisions, except subdivision (h), of Section 48900 or in Section 48900.2, 48900.3, 48900.4, or 48900.7 that the pupil engaged in, or is reasonably suspected to have engaged in, those acts. The district shall provide the information to the teacher based upon any records that the district maintains in its ordinary course of business, or receives from a law enforcement agency, regarding a pupil described in this section.

This code also requires that “the information provided shall be from the previous three school years.”

School Innovations & Achievement provides an electronic notification system that will notify teachers weekly if any of their students have in the acts referenced above in Education Code 49079. Behavior Alert will also allow teachers to see if students on their current roster have committed these acts within the previous three school years, as required by the ed code.

**RATIONALE:** Adopting the Behavior Alert System will ensure that teachers are receiving the mandated notifications if and when their students commit any of the acts referenced in Education Code 49079. This will keep the District compliant with the notification requirements at every school site. It will also keep the District compliant with the requirement that teachers have access to see if their current students have committed these acts over the previous three school years. Behavior Alert ensures that employees see if an education code was violated, but without seeing other specific, confidential student information.

**FUNDING:** \$21,200 - General Fund

**RECOMMENDATION:** Approve Agreement with School Innovations & Achievement for Behavior Alert System.

**Prepared by:** Dr. Zachary Boswell, Director of Curriculum and Accountability.



# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Rob Pecot, Superintendent  
**FROM:** Julianna Stocking, Associate Superintendent of Educational Services  
**DATE:** October 18, 2023  
**SUBJECT:** Approve TUSD Title I Schools' Parent and Family Engagement Policies for the 2023-2024 School Year

**BACKGROUND:** The Governing Board of each school district and county office of education shall establish and adopt a written Parent and Family Engagement Policy and Program for all schools in the district that receive funds under Title I, Part A of the ESEA, as amended by the ESSA. In addition, each *school* served under this Part shall jointly develop with, and distribute to, parents and family members of participating children, a written School Parent and Family Engagement Policy. This Policy shall be agreed upon by such parents and updated periodically to meet the changing needs of parents and the school. The Policy shall be reviewed and updated annually with each school site's parent group, and then submitted to the District's Governing Board for approval.

**RATIONALE:** The school-level Parent and Family Engagement Policy shall describe the means for how each school shall carry out the following requirements:

- Convene an annual meeting, to which all parents of participating children shall be invited and encouraged to attend, and to the extent practicable, in a language such parents understand, explaining Title I, Part A, and what it means to the school and families.
- Provide a description and explanation of the curriculum in use at the school, the forms of academic assessments used to measure student progress, and the achievement levels of the challenging state academic standards.
- Provide materials, assistance, and training to staff and to parents, as appropriate, in understanding such topics as the challenging State academic standards, State and local academic assessments, and how to monitor a child's progress and work with educators to improve the achievement of their children.
- Each school served under Title I, Part A shall jointly develop with parents, a school-parent compact that outlines how parents, the entire school staff, and students will share in the responsibility for improved student academic achievement and the means by which the school and parents will build and develop a partnership to help children achieve the State's high standards.

Each Title I School's Parent and Family Engagement Policy is included here for Governing Board review.

**FUNDING:** There is no cost associated with this Agenda item. However, each Title I school site has required Title I "set aside" funding, specifically earmarked for Parent and Family Engagement Activities, Programs and Outreach.

**RECOMMENDATION:** Approve TUSD Title I Schools' Parent and Family Engagement Policies for the 2023-2024 School Year.

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



## EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Rob Pecot, Superintendent  
**FROM:** Julianna Stocking, Associate Superintendent of Educational Services  
**DATE:** October 20, 2023  
**SUBJECT:** **Approve Service Contract Agreement with Lifeworks – ACS, Inc. to Conduct Occupational Therapy Assessments**

**BACKGROUND:** The Special Education Department would like to contract with Lifeworks – ACS, Inc. to perform Occupational Therapy Assessments (OT's) as part of the individualized education plan (IEP).

**RATIONALE:** The district must offer a continuum of services including, when necessary, services and placement. 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 2023-2024 regular school year and related services will not exceed \$6,620.00. Special Education contract expenses are funded through 602 funding for Special Education, budgeted in account #01-6500-0-5770-1110-5800-800-2542.

**RECOMMENDATION:** Approve Service Contract Agreement with Lifeworks – ACS, Inc. to Conduct Occupational Therapy Assessments.

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

# TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

## AGREEMENT FOR SPECIAL CONTRACT SERVICES

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and LifeWorks - ACS, 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: Conduct two(2) Occupational Therapy assessments and attend IEP meetings virtually to share assessment report for two (2) students.

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 six ( ) ☒ HOURS | | DAYS, under the terms of this agreement at the following location Jacobson & Villalobos Elementary Schools.

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

- a. District shall pay \$3,310.00 per | | HOUR | | DAY ☒ FLAT RATE, not to exceed a total of \$6,620.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
- b. District [ ] SHALL ☒ SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ -0- for the term of this agreement.
- c. District shall make payment on a | | MONTHLY PROGRESS BASIS ☒ SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.

4. The terms of the agreement shall commence on November 15, 2023, and shall terminate on June 30, 2024.

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

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

Contractor agrees to hold harmless and to indemnify District for:

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

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

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

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

AGREED:

 10/19/23

Contractor Signature

Title

20-3364905

IRS Identification Number

Elaine Damo, OTR/L-Owner LifeWorks

Title

LifeWorks-ACS, Inc.

Address

1755 W. Hammer Lane, Suite 1

Stockton, CA 95209

Tracy Unified School District

Date

Account Number to be Charged

Department/Site Approval

Budget Approval

Date Approved by the Board



## EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Rob Pecot, Superintendent  
**FROM:** Julianna Stocking, Associate Superintendent of Educational Services  
**DATE:** October 10, 2023  
**SUBJECT:** **Approve Master Contract for Specialized Education of California Operating the Sierra School of San Joaquin NPS for the 2023-2024 School Year**

**BACKGROUND:** Board approval is requested to contract with Non-Public School (NPS) placement of Special Education students at Specialized Education of California (Sierra School). The District's Special Education administration would like to contract with Specialized Education of California (Sierra School) for the 2023-2024 school year to provide placement pursuant to students and their IEP. Approval is necessary to remain compliant with the IEP.

**RATIONALE:** Districts must offer a continuum of services including, when necessary, placement at Non-Public schools. 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 this contract will not exceed \$150,000.00. Special Education contract expenses are funded through 602 funding for Special education, budgeted in account 01-6500-5750-1180-5800-800-2542.

**RECOMMENDATION:** Approve Master Contract for Specialized Education of California Operating the Sierra School of San Joaquin, NPS for the 2023-2024 School Year.

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



## EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Rob Pecot, Superintendent  
**FROM:** Julianna Stocking, Associate Superintendent of Educational Services  
**DATE:** October 11, 2023  
**SUBJECT:** Approve Renewal of Digital Access to Survey Monkey Platform between Survey Monkey and Stein Continuation High School for the 2023-2024 School Year

**BACKGROUND:** Stein High School's mission is to empower students to identify and pursue their personal, academic, and career goals by providing a rigorous alternative education environment that accommodates a variety of needs. To promote equity and inclusion to our diverse population, during Advisory/Vision, Stein's students complete an Interest Survey, and graduating students complete a Graduation Exit Survey. In addition, monthly Guest Speakers from a variety of fields, WIN Time options and field trips decisions are made based on student data from the interest survey. The Graduation Exit Survey is one of the key components that makes Stein High School a Model Continuation High School.

**RATIONALE:** Every student who attends Stein High upon enrollment completes an Interest Survey. This data is used to connect students to various on campus activities and to drive on campus programming decisions. In the past, Stein utilized paper-based survey, which is time consuming and hinders the ability to aggregate the data in a timely manner, whereas to implement meaningful change that impact student academic and social emotional growth. The implementation and use of Survey Monkey allows real time data and real time decisions. This agenda item meets the SPSA Goal #1: Prepare all students for college and careers and ensure all student meet grade level standards with a focus on closing the achievement gap between all student groups.

**FUNDING:** The cost, not to exceed \$900.00, will be paid by Stein High Site Funds.

**RECOMMENDATION:** Approve Renewal of Digital Access to Survey Monkey Platform between Survey Monkey and Stein Continuation High School for the 2023-2024 School Year.

**PREPARED BY:** Mrs. Traci L Mitchell, Stein Continuation High School Principal.

## Invoice #44865321

PAY NOW

Oct 13, 2023

Payment Due on October 13, 2023 (UTC)

Description	Billing Period	Quantity	Amount
Team Advantage Annual Plan	Oct 13, 2023 - Oct 12, 2024	1	\$300
Misc Item [credit]	Oct 13, 2023 - Oct 12, 2024	1	-\$43.22
Team Advantage Annual Plan Additional Seat	Oct 13, 2023 - Oct 12, 2024	2	\$600
			<b>Total: \$856.78</b>

## Billing Details

Traci Mitchell

Tracy

California

95391

United States

Username: tramitchell@tusd.net

## Notes

## How to Pay



## Credit Card, Debit Card

1. Enter your card details. Your payment is processed immediately.

PAY NOW



## Direct Bank Deposit or Wire Transfer

1. Include the invoice number #44865321 in the comments on the deposit.
2. Send the payment to:

Account name: Momenive Inc. FKA SurveyMonkey Inc.

Bank name: Bank of America, N.A.

SWIFT code: BOFAUS3N

Intermediary SWIFT code: BOFAUS3N

Routing/ABA: 323070380 (ACH) or 026009593 (Wire Transfer)

Account number: 485005765897

3. You can use paid features once your payment is applied (3-10 business days).



## Check

1. Include the invoice number #44865321 on the check.
2. Send the payment to:

Momenive Inc. FKA SurveyMonkey Inc.

c/o Bank of America Lockbox Services

32330 Collections Center Drive

Chicago, IL 60693-2330

3. You can use paid features once your payment is applied (5-10 business days).



## EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Rob Pecot, Superintendent  
**FROM:** Julianna Stocking, Associate Superintendent of Educational Services  
**DATE:** October 24, 2023  
**SUBJECT:** **Approve Overnight Travel for the Tracy High School Varsity Girls Basketball Team to Participate in the Wine Valley Tournament in Napa, CA on December 14-16, 2023**

**BACKGROUND:** The Tracy High Varsity Girls Basketball Team would like to participate in the Wine Valley Tournament in Napa, CA. Approximately 14 players and three coaches will attend this event. They will travel to Napa on December 14-16, 2023. The team will travel by District van, driven by District approved drivers. The team will stay at the Embassy Suites in Napa. The team will be chaperoned by Coach Picchi and assistant coaches throughout the duration of the trip. Academic arrangements will be made between student athletes and their teachers.

**RATIONALE:** Overnight accommodations provide the basketball team ample time to rest and prepare for their game as well as the possibility of late-night games. The Basketball team is strengthened by the opportunity to play together in this tournament. This time together will allow for “team building” on and off the court. This aligns with Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or career goals. We will adhere to local and state guidelines as it pertains to COVID.

**FUNDING:** The Tracy High Athletic Department will pay the \$750.00 transportation cost for District vans driven by the coaches. Individual players will pay for additional food and miscellaneous expenses. The Tracy High School Girls’ Basketball Booster Club will pay the \$450.00 tournament fee for the team and the cost of the hotel rooms.

**RECOMMENDATION:** Approve Overnight Travel for the Tracy High School Varsity Girls Basketball Team to Participate in the Wine Valley Tournament in Napa, CA on December 14-16, 2023.

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



## EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Rob Pecot, Superintendent  
**FROM:** Julianna Stocking, Associate Superintendent of Educational Services  
**DATE:** October 13, 2023  
**SUBJECT:** Approve Service Contract Agreement with The Speech Pathology Group (SPG) dba SPG Therapy and Education for Individual Educational Evaluations (IEEs) for the 2023-2024 School Year

**BACKGROUND:** The Special Education Department would like to contract with The Speech Pathology Group, Inc. dba SPG Therapy and Education to perform Individual Educational Evaluations (IEE's) as part of the individualized education plan (IEP).

**RATIONALE:** The district must offer a continuum of services including, when necessary, services and placement. 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 2023-2024 regular school year and related services will not exceed \$3,600.00. Special Education contract expenses are funded through 602 funding for Special Education, budgeted in account #01-6500-0-5770-1110-5800-800-2542.

**RECOMMENDATION:** Approve Service Contract Agreement with The Speech Pathology Group (SPG) dba SPG Therapy and Education for Individual Educational Evaluations (IEEs) for the 2023-2024 School Year.

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

# TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

## AGREEMENT FOR SPECIAL CONTRACT SERVICES

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and The Speech Pathology Group, 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: Service Contract Agreement with The Speech Pathology Group (SPG) dba SPG Therapy and Education to provide Individual Educational Evaluations (IEEs) for the 2023-2024 School Year.

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

2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 20 ( ) ☒ HOURS | | DAYS, under the terms of this agreement at the following location District Wide.
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
  - a. District shall pay \$ 1,800.00 per | | HOUR | | DAY ☒ FLAT RATE, not to exceed a total of \$ 3,600.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
  - b. District | | SHALL ☒ SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ -0- for the term of this agreement.
  - c. District shall make payment on a | | MONTHLY PROGRESS BASIS ☒ SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.
4. The terms of the agreement shall commence on November 14, 2023, and shall terminate on June 30, 2024.
5. This agreement may be terminated at any time during the term by either party upon Thirty (30) days' written notice of termination delivered by certified mail, return receipt requested.

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

Contractor agrees to hold harmless and to indemnify District for:

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

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

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

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

#### AGREED:

President

Contractor Signature	Title
<b>Susan Stark</b>	Digitally signed by Susan Stark Date: 2023.10.12 09:35:48 -0700
IRS Identification Number	
94-3290122	
Title	
President	
Address	
2021 Ygnacio Valley Road C-103	
Walnut Creek, CA 94598	

Tracy Unified School District

Date

Account Number to be Charged

Department/Site Approval

Budget Approval

Date Approved by the Board



## EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Rob Pecot, Superintendent  
**FROM:** Julianna Stocking, Associate Superintendent of Educational Services  
**DATE:** October 24, 2023  
**SUBJECT:** **Approve Overnight Travel for Tracy Charter School Sixth Grade Students and Supervisors to Attend Science Camp at Sky Mountain Educational Center on December 12- 14, 2023**

**BACKGROUND:** The Tracy Charter sixth grade class and teachers will travel to Sky Mountain Educational Center for Science Camp.

**RATIONALE:** Science Camp provides students with the opportunity to learn about science in a relevant and engaging atmosphere. This aligns with Strategic Goal #1 (Prepare all students for college and career and ensure all students meet grade level standards with a focus on closing the achievement gap). This aligns perfectly to the district emphasis on STEM education.

**FUNDING:** Lodging and transportation costs will be approximately \$210 per student. This trip is funded using District Science Camp funds and Site funds.

**RECOMMENDATION:** Approve Overnight Travel for Tracy Charter School Sixth Grade Students and Supervisors to Attend Science Camp at Sky Mountain, on December 12-14, 2023.

**Prepared by:** Annabelle Lee, Principal, Tracy Independent Study Charter School.

# TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

## AGREEMENT FOR SPECIAL CONTRACT SERVICES

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

1. Contractor shall perform the following duties: Students will attend 3-day outdoor education programs at Sky Mountain in Emigrant Gap, Ca.

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

2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 3 ( ) [ ] HOURS [X] DAYS, under the terms of this agreement at the following location Sky Mountain in Emigrant Gap, Ca.

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

- a. District shall pay \$\$210.00 per [ ] HOUR [ ] DAY [X] FLAT RATE, not to exceed a total of \$4 Students. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.

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

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

4. The terms of the agreement shall commence on December 12, 2023, and shall terminate on December 14, 2023.

5. This agreement may be terminated at any time during the term by either party upon 120 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, Annabelle Lee, at (209) 830-3380 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.
8. Contractor enters into this Agreement as an independent contractor and not as an employee of the District. The Contractor shall have no power or authority by this Agreement to bind the District in any respect except as provided herein. Nothing in this Agreement shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Contractor are employees, agents, contractors or subcontractors of the Contractor and not of the District. The District shall not be obligated in any way to pay any wage claims or other claims made against Contractor by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this Agreement.
  - a. CONTRACTOR shall be required to provide proof (Certificate of Insurance) of comprehensive general liability insurance coverage in the amount of one million dollars (\$1,000,000.00) combined single limit per occurrence; two million dollars (\$2,000,000.00) general aggregate. A separate additional insured endorsement shall be provided to include the DISTRICT and its officers, officials, employees, agents and volunteers as additional insured in the policy. It is agreed that insurance coverage provided by CONTRACTOR herein is endorsed as primary and noncontributory to any similar insurance or self-insurance carried by DISTRICT. The DISTRICT reserves the right to adjust its insurance requirements as needed.
  - b. Contractor [ ☐ ] WILL [ ☒ ] WILL NOT have significant contact with students. If applicable, proof of professional liability insurance, to include one million dollars (\$1,000,000.00) per occurrence for Sexual Abuse/Molestation is also required. If applicable, CONTRACTOR will comply with the provisions of Education Code 45125 regarding the submission of fingerprints to the California Department of Justice and the completion of criminal background investigations of the CONTRACTOR and/or its employees.

Contractor agrees to hold harmless and to indemnify District for:

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

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

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

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

**AGREED:**

Tammie Burgess Director of STEM

Contractor Signature Title

11/02/2023

IRS Identification Number

Title

Warren Sun

Contract Officer

Address

11/02/2023

Tracy Unified School District

Date

Account Number to be Charged

Department/Site Approval

Budget Approval

Date Approved by the Board



## EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Rob Pecot, Superintendent  
**FROM:** Julianna Stocking, Associate Superintendent of Educational Services  
**DATE:** November 1, 2023  
**SUBJECT:** Approve Overnight Travel for Poet-Christian School sixth grade students and supervisors to attend Science Camp at Sky Mountain Educational Center on December 12- 14, 2023

**BACKGROUND:** The Poet-Christian School sixth grade class and teachers will travel to Sky Mountain Educational Center for Science Camp.

**RATIONALE:** Science Camp provides students with the opportunity to learn about science in a relevant and engaging atmosphere. This aligns with Strategic Goal #1 (Prepare all students for college and career and ensure all students meet grade level standards with a focus on closing the achievement gap). This aligns perfectly to the district emphasis on STEM education.

**FUNDING:** Lodging and transportation costs will be approximately \$210 per student. This trip is funded using District Science Camp funds and Site funds.

**RECOMMENDATION:** Approve Overnight Travel for Poet-Christian School sixth grade students and supervisors to attend Science Camp at Sky Mountain, on December 12-14, 2023.

**Prepared by:** Albert Strong, Principal, Poet-Christian School.

# TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

## AGREEMENT FOR SPECIAL CONTRACT SERVICES

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

1. Contractor shall perform the following duties: Students will attend 3-day outdoor education programs at Sky Mountain in Emigrant Gap, Ca.

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

2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 3 ( ) [ ] HOURS [X] DAYS, under the terms of this agreement at the following location Sky Mountain in Emigrant Gap, Ca.

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

- a. District shall pay \$\$210.00 per [ ] HOUR [ ] DAY [X] FLAT RATE, not to exceed a total of \$60 Students. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
- b. District [ ] SHALL [X] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$0.00 for the term of this agreement.
- c. District shall make payment on a [ ] MONTHLY PROGRESS BASIS [X] SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.

4. The terms of the agreement shall commence on December 12, 2023, and shall terminate on December 14, 2023.

5. This agreement may be terminated at any time during the term by either party upon 120 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, Albert Strong, at (209) 830-3325 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.
8. Contractor enters into this Agreement as an independent contractor and not as an employee of the District. The Contractor shall have no power or authority by this Agreement to bind the District in any respect except as provided herein. Nothing in this Agreement shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Contractor are employees, agents, contractors or subcontractors of the Contractor and not of the District. The District shall not be obligated in any way to pay any wage claims or other claims made against Contractor by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this Agreement.
  - a. CONTRACTOR shall be required to provide proof (Certificate of Insurance) of comprehensive general liability insurance coverage in the amount of one million dollars (\$1,000,000.00) combined single limit per occurrence; two million dollars (\$2,000,000.00) general aggregate. A separate additional insured endorsement shall be provided to include the DISTRICT and its officers, officials, employees, agents and volunteers as additional insured in the policy. It is agreed that insurance coverage provided by CONTRACTOR herein is endorsed as primary and noncontributory to any similar insurance or self-insurance carried by DISTRICT. The DISTRICT reserves the right to adjust its insurance requirements as needed.
  - b. Contractor [ ☐ ] WILL [ ☒ ] WILL NOT have significant contact with students. If applicable, proof of professional liability insurance, to include one million dollars (\$1,000,000.00) per occurrence for Sexual Abuse/Molestation is also required. If applicable, CONTRACTOR will comply with the provisions of Education Code 45125 regarding the submission of fingerprints to the California Department of Justice and the completion of criminal background investigations of the CONTRACTOR and/or its employees.

Contractor agrees to hold harmless and to indemnify District for:

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

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

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

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

**AGREED:**

*Tyann Biscup*

Director of STEM

Contractor Signature

Title

11/02/2023

IRS Identification Number

Title

*Warren Sun*

Contract Officer

Address

11/02/2023

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:** November 6, 2023  
**SUBJECT:** Approve and/or Ratify Routine Agreements which meet the Criteria for Placement on the Consent Agenda

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

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

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

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

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

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

**EDUCATIONAL SERVICES**  
**November 6, 2023**  
**SUMMARY OF SERVICES**

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A.	Vendor:	City of Tracy
	Sites:	All TUSD Schools
	Item:	Police Service Agreement- Two Year Agreement (expires 6/30/25)
	Service:	The district will continue to provide increased safety at its public schools by utilizing three Tracy City Police Officers as School Resource Officers (SROs).
	Cost:	The District will compensate the City at one-half the rate of pay for each SRO per the Tracy Police Officer's association MOU. Not to exceed \$450,000.
	Funding Source:	General Fund

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## EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Rob Pecot, Superintendent  
**FROM:** Julianna Stocking, Associate Superintendent of Educational Services  
**DATE:** November 6, 2023  
**SUBJECT:** **Approve Overnight Travel for the West High School Cross Country Team and Advisors to attend CIF State Cross Country Championships at Woodward Park in Fresno, CA on November 24-25, 2023**

**BACKGROUND:** The West High School Cross Country Team would like to attend CIF State Cross Country Championships. The trip consists of approximately 7 students and 2 advisors attending Woodward Park in Fresno, CA. Students and advisors will travel via District vans. The students and advisors will be staying at Holiday Inn Express and Suites in Clovis, CA.

**RATIONALE:** The opportunity to participate in a 1-day CIF State Cross Country Championship will provide the student-athletes a chance to compete at the highest state level and the possibility to achieve a collegiate athletic scholarship. This supports Goal 1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or careers.

**FUNDING:** The cost for transportation, hotel accommodations, depending how many that will qualify (Maximum 4 rooms for 1 night), will be funded through the West High School site ASB Athletics in the maximum amount of \$1,500.00.

**RECOMMENDATION:** Approve Overnight Travel for the West High School Cross Country Team and Advisors to Attend CIF State Cross Country Championships at Woodward Park in Fresno, CA on November 24-25, 2023.

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



# HUMAN RESOURCES MEMORANDUM

**TO:** Dr. Robert Pecot, Superintendent  
**FROM:** Tammy Jalique, Associate Superintendent of Human Resources  
**DATE:** November 14, 2023  
**SUBJECT:** Approve Resignations/Retirements/Leave of Absences for Classified, Certificated, and/or Management Employees.

## BACKGROUND:

## CERTIFICATED RESIGNATION

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
Cerpas-Rosales, Milagros Teacher	MES/CES	10/30/2023	Personal
Mason, Anne Marie TOSA	PLC	12/15/2023	Personal

## BACKGROUND:

## CLASSIFIED RETIREMENTS

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
Badria, Salehi School Supervision Assistant	NES	12/21/2023	Personal

## BACKGROUND:

## CLASSIFIED RESIGNATION

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
Acosta, Jessica High School Attendance Clerk	THS	10/15/2023	Accepted Position
Bonilla, Myrna Bilingual Para Educator	SWP	11/7/2023	Personal

Fonseca, Lisa IEP Para Educator	HES	11/6/2023	Accepted Position
Gonzalez, Denise Clerk Typist I	WMS	10/15/2023	Accepted Position
Grotle, Veronica Attendance Clerk	JES	10/26/2023	Accepted Position
Gutierrez, Daniel ISET Technician III	ISET	10/10/2023	Accepted Position
Guzman Tinajero, Sahian IEP Para Educator	FES	11/1/2023	Personal
Muzzi, Daniel School Supervision Assistant	JES	10/21/2023	Personal
Navarro, Liliana Parent Liaison	PCS	10/23/2023	Accepted Position
Pfau, Cheryl Driver Dispatcher	MOT	10/24/2023	Accepted Position
Poole, Jessica IEP Para Educator	PCS	11/1/2023	Personal
Rynberg, Jessica Food Service Worker	NES	11/1/2023	Personal
Sanchez, Ma Elena Parent Liaison	NES	11/9/2023	Accepted Position

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

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



## HUMAN RESOURCES MEMORANDUM

**TO:** Dr. Robert Pecot, Superintendent  
**FROM:** Tammy Jalique, Associate Superintendent of Human Resources  
**DATE:** November 14, 2023  
**SUBJECT:** Approve Classified, Certificated, and/or Management Employment

### BACKGROUND:

Bigler, Justin

Boyd, Haley

Pandurangan, Kumudavalli

### CERTIFICATED

Williams Middle School  
Physical Education (Replacement)  
Class I, Step "A" 1 - \$43,350.00  
Fund: General

Williams Middle School  
Physical Education (Replacement)  
Class I, Step "A" 1 - \$34,680.00  
Fund: General

Jacobson Elementary School  
SDC TK-2 (New)  
Class V, Step "A" 1 - \$47,293.00  
Fund: Special Education

### BACKGROUND:

Acosta, Jessica

Avalos, Estevan

### CLASSIFIED

Attendance Secretary (Replacement)  
Tracy High School  
Range 31, Step D - \$23.60 per hour  
Fund: General

Groundskeeper I (Replacement)  
MOT  
Range 33, Step B - \$22.53 per hour  
Fund: Ongoing and Major Maintenance

Boyston, Marlene	Utility Person II (Replacement) MOT/West High School Range 35, Step B - \$23.60 per hour Fund: General
Byrd, Rudie	High School Library Technician (Replacement) Tracy High School Range 31, Step C - \$22.53 per hour Fund: ELO Grant
Carranza Sanchez, Ana	Utility Person II (Replacement) Kimball High School/MOT Range 35, Step C - \$24.73 per hour Fund: General – Unrestricted
Chatuverdi, Nisha	Special Education Para Educator (Replacement) Bohn Elementary School Range 27, Step B - \$19.55 per hour Fund: Special Education – Idea bas grant entl
Corneal, Kimberly	School Supervision Assistant (Replacement) Bohn Elementary School Range 21, Step A - \$16.29 per hour Fund: General – Unrestricted
English, Bobby	Utility Person III (Replacement) Grounds/MOT Range 38, Step D - \$27.79 per hour Fund: 50% Special Education Transportation, 25% General, 25% Ongoing & Major Maintenance
Fonseca, Lisa	Special Education Para Educator (Replacement) Hirsch Elementary School Range 27, Step C - \$20.53 per hour Fund: Special Education
Gloria, Jacqueline	Utility Person III (Replacement) Grounds/MOT Range 38, Step B - \$25.29 per hour Fund: 25% General, 25% Ongoing & Major Maintenance, 50% Special Education Transportation
Godfrey, Marc	Utility Person III (Replacement) Kimball High School Range 38, Step B - \$25.29 per hour + night differential Fund: 50% Special Education Transportation, 25% General, 25% Ongoing and Major Maintenance

Gonzalez, Denise	Clerk Typist I (Replacement) Williams Middle School Range 23, Step D - \$19.55 per hour Fund: ELO Grant
Govea, Yadira	Para Educator I (Replacement) West High School Range 24, Step A - \$17.44 per hour Fund: Targeted EL
Grotle, Veronica	Para Educator II (Replacement) Hirsch Elementary School Range 30, Step E - \$24.13 per hour Fund: ELO Grant
Gutierrez, Daniel	Coordinator of ISET (Replacement) ISET LME Range 32, Step D - \$507.26 per day Fund: ESSER
Mendelsohn, Donnette	Special Education Para Educator (New) Jacobson Elementary School Range 27, Step E - \$22.53 per hour Fund: Special Education - Idea bas grant entl
Morales, Jeanette	Food Service Worker (New) George Kelly Elementary School Range 25, Step C - \$19.55 per hour Fund: Child Nutrition – School Program
Navarro, Liliana	Elementary School Attendance Clerk (Replacement) Poet-Christian School Range 28, Step E - \$23.05 per hour Fund: General
Noll, Elizabeth	Para Educator I (New) North School Range 27, Step B - \$19.55 per hour Fund: Special Education
Orr, Daemon	Groundskeeper I (Replacement) MOT Range 33, Step C - \$23.60 per hour Fund: Ongoing and Major Maintenance
Pasquale, Bryce	Para Educator I (Replacement) George Kelly School Range 24, Step A - \$17.44 per hour Fund: General

Pfau, Cheryl	Driver Dispatcher (Replacement) Transportation/MOT Range 38, Step E - \$29.15 per hour Fund: 50% Home to School Transportation 50% Special Education Transportation
Poole, Jessica	IEP Para Educator (Replacement) Poet-Christian School Range 24, Step B - \$18.25 per hour Fund: Special Education
Potter, Kari	Clerk Typist I (Replacement) McKinley Elementary School Range 23, Step C - \$18.72 per hour Fund: ELO Grant
Price, Stephanie	Career Technician (Replacement) Tracy High School Range 34, Step C - \$24.13 per hour Fund: General
Quintanilla, Laurie	Food Service Worker (Replacement) Williams Middle School Range 25, Step E - \$21.49 per hour Fund: Child Nutrition – School Program
Rodrigues, Shannon	Account Clerk (Replacement) DEC/Finance Range 35, Step E - \$27.13 per hour Fund: General
Sanchez, Ma Elena	Para Educator I (Replacement) Poet Christian Elementary School Range 24, Step E - \$20.99 per hour Fund: ELO Grant
Siegel, Patricia	Food Service Worker (New) Bohn Elementary School Range 25, Step A - \$17.86 per hour Fund: Child Nutrition – School Program
Simas, Rickey	Special Education Para Educator (New) West High School Range 27, Step B - \$19.55 per hour Fund: Special Education
Williams, Marie	Para Educator I (Replacement) Jacobson Elementary School Range 24, Step A - \$17.44 per hour Fund: ELO Grant

Williams, Sebastian

Groundskeeper I (Replacement)

MOT

Range 33, Step B - \$22.53 per hour

Fund: Ongoing & Major Maintenance

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

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



# HUMAN RESOURCES MEMORANDUM

**TO:** Dr. Robert Pecot, Superintendent  
**FROM:** Tammy Jalique, Associate Superintendent of Human Resources  
**DATE:** October 26, 2023  
**SUBJECT:** Approve Tentative Agreement Article XII with the California School Employees Association

**BACKGROUND:** Pursuant to Article XLIV in the Master Agreement between Tracy Unified School District and California School Employees Association, the Agreement shall be in full force and effect from July 1, 2021 through June 30, 2024. The Article listed below was agreed upon during the 2021-2022 negotiations. The District and Union have been following the TA since its ratification.

- Article XII, Transfers – TA signed November 30, 2021 (see attached)

**RATIONALE:** All modifications to the Master Agreement are submitted for Board Approval.

**RECOMMENDATION:** Approve Tentative Agreement with the California School Employees Association.

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

TENTATIVE AGREEMENT  
Between  
TRACY UNIFIED SCHOOL DISTRICT  
AND  
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION and its CHAPTER 98

This tentative agreement is agreed between Tracy Unified School District ("District") and the California School Employees Association and its Tracy Chapter 98 (collectively "CSEA"), the Parties have a collective bargaining agreement (CBA) that expires June 30, 2024, together the parties agree to the following:

12.2 District Initiated Transfers:

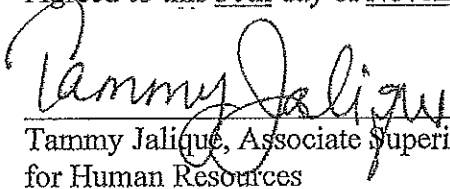
- A. **Permanent Transfer:** A permanent transfer is one which exceeds 3 months in duration. Upon a five-day written notification a permanent transfer may be authorized by the Assistant Superintendent for Human Resources at any time, for any reason to be stated including, but not limited to, the following:
  - 1. Improved efficiency of the District.
  - 2. A change in enrollment.
  - 3. To provide employees with additional training.
  - 4. Desire to evaluate an employee at a different work site.
  - 5. Significant personality conflict.
- B. **Job Site Transfer:** No employee shall be assigned to work in a location other than the employee's normal work site without being provided, upon request, with the reasons for such change in writing.
- C. **Medical Transfers:** The District may give alternative work if it is determined by the Assistant Superintendent for Human Resources that the same is available to an employee who has become temporarily medically unable to satisfactorily perform his regular job class duties. The alternative work may constitute promotion, demotion, or lateral transfer to a related class, but such transfer shall be only by mutual written agreement between the District and the employee. The District shall require proof of medical disability.
- D. Any employee subject to a District initiated transfer shall upon written request, receive from the Assistant Superintendent for Human Resources, or designee, a written explanation of the reasons for the transfer within five (5) working days of submission of the request.
- E. If any transfer is affected, it shall be made without any change in anniversary date, accumulated sick leave or accumulated vacation leave.

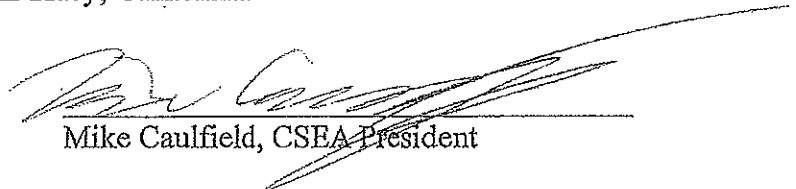
F. Temporary Transfer: A temporary transfer is one which is no more than two (2) weeks in duration. Temporary transfers do not require a five-day notice. Temporary transfers may be initiated by the District to address needs created by the temporary absence of a unit member as follows:

1. Job descriptions include: custodial, food service, or grounds.
2. Temporary transfers shall be distributed and rotated as equally as is practicable among available unit members
3. For extended unit member absences of more than two (2) weeks, temporary transfers shall be distributed and rotated at two (2) week intervals.

G. Special Projects (e.g. graduation, assembly, festivals, etc.) shall be defined as voluntary assignments, offered to unit members outside of their normal contracted hours. Such assignments shall be distributed and rotated as is practicable within each department, site or kitchen.

Agreed to this 30th day of November, 2021, in Tracy, California.

  
\_\_\_\_\_  
Tammy Jalique, Associate Superintendent  
for Human Resources

  
\_\_\_\_\_  
Mike Caulfield, CSEA President

  
\_\_\_\_\_  
Debra Ladwig, CSEA Labor Relations  
Representative



# ADMINISTRATIVE SERVICES MEMORANDUM

**TO:** Dr. Rob Pecot, Superintendent  
**FROM:** Tania Salinas, Associate Superintendent of Business Services  
**DATE:** November 13, 2023  
**SUBJECT:** Consider Naming the Aquatic Complex and Baseball Field at Tracy High School and the Appointing of a 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 Tracy High School Aquatic Complex and Baseball Field. In accordance with AR 7310, staff are requesting approval to begin the naming process.

**FUNDING:** There is no cost.

**RECOMMENDATION:** Consider Naming the Aquatic Complex and Baseball Field at Tracy High School and the Appointing a Screening Committee.

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



## EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Rob Pecot, Superintendent  
**FROM:** Julianna Stocking, Associate Superintendent of Educational Services  
**DATE:** October 25, 2023  
**SUBJECT:** Adopt Resolution No. 23-06 Approving the Intent of the Continued Funding Application Authorizing the District to Enter into a Renewal of the Yearly Contract with the State for a Child Development Program for the 2024-2025 School Year and to Authorize Designated Personnel to Sign Contract Documents

**BACKGROUND:** Tracy Unified School District operates State Preschool Programs on the Hirsch, North, South West Park, and Villalovoz School campuses for which the District receives special State funding. Governing Board approval of the Resolution authorizing the District to enter into a renewal of the yearly contract by consent of the Continued Funding Application is required for receipt of the funds for the 2024-2025 school year. If the Continued Funding Application is approved by the California Department of Education, the agency's current California State Preschool Program Contract will be automatically renewed for Fiscal Year 2024-2025. The authorized signatures are Tania Salinas, Associate Superintendent of Business Services and Dr. Mary Petty, Director of Continuous Improvement.

**RATIONALE:** The State Preschool Program provides important educational opportunities for students ages 3 to 4. In addition, over half of the students are bilingual, and the preschool provides these students an additional opportunity for early English Language Acquisition. The State will provide approximately \$602,241 for the operation of this program. This agenda item 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 Goal #2: Hire, support, develop, train, and sustain district employees who create a singleness of purpose focused on maximizing students' academic, social, and emotional potential.

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

**RECOMMENDATION:** Adopt Resolution No. 23-06 Approving the Intent of the Continued Funding Application Authorizing the District to Enter into a Renewal of the Yearly Contract with the State for a Child Development Program for the 2024-2025 School Year and to Authorize Designated Personnel to Sign Contract Documents.

**Prepared by:** Dr. Mary Petty, Director of Continuous Improvement.

## RESOLUTION AUTHORIZING CONTINUED FUNDING APPLICATION

This resolution is adopted in order to certify the approval of the Governing Board to submit the Continued Funding Application (CFA) to the California Department of Education (CDE). If the CFA is approved by the CDE, the agency's current California State Preschool Program Contract will be automatically renewed for Fiscal Year 2024-2025. This resolution further authorizes the designated representative(s) below to sign the CFA and all related FY 2024-2025 contract documents.

## RESOLUTION 23-06

BE IT RESOLVED that the Governing Board of

Tracy Joint Unified School District

authorizes that the person/s who is/are listed below, is/are authorized to sign the FY 2024-2025 CFA and all related contract documents for the Governing Board.

NAME	TITLE	SIGNATURE
<u>Dr. Mary Petty</u>	<u>Director, Continuous Imprc</u>	<u></u>
<u>Tania Salinas</u>	<u>Assoc Supt of Business Se</u>	<u></u>
<u></u>	<u></u>	<u></u>

PASSED AND ADOPTED THIS 14th day of November, 2023 (month, year), by the  
Governing Board of Tracy Joint Unified School District  
of San Joaquin County, in the State of California.

I, \_\_\_\_\_, Clerk of the Governing Board of

Tracy Joint Unified School District \_\_\_\_\_, of San Joaquin \_\_\_\_\_, County, in the State of California, certify that the foregoing is a full, true and correct copy of a resolution adopted by the said Board at a regular \_\_\_\_\_ meeting thereof held at a regular public place of meeting and the resolution is on file in the office of said Board.

(Clerk's Signature)

(Date)



## HUMAN RESOURCES MEMORANDUM

**TO:** Dr. Robert Pecot, Superintendent  
**FROM:** Tammy Jalique, Associate Superintendent of Human Resources  
**DATE:** November 2, 2023  
**SUBJECT:** **Acknowledge Revised Administrative Regulation 4157.1, 4257.1 and 4357.1  
Work-Related Injuries (Second Reading)**

**BACKGROUND:** The District continues the process of reviewing, revising and adding board policies and regulations as current laws and requirements change. The revised Administrative Regulations 4157.1, 4257.1, 4357.1 are being updated as recommended by the California School Boards Association. By updating the Administrative Regulation, we will eliminate Board Policies 4157.1 and 4257.1.

**RECOMMENDATION:** Acknowledge Revised Administrative Regulation 4157.1, 4257.1 and 4357.1 Work-Related Injuries (Second Reading).

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

## WORK-RELATED INJURIES

### ~~A. Purpose and Scope~~

~~To provide guidance and direction for District personnel regarding employee rights and responsibilities related to workers compensation for work related injuries.~~

### ~~B. General~~

- ~~1. The District designated occupational medical treatment facility will be used in accordance with Labor Code 4600 Section 2 for the care and treatment of employees who sustain industrial injuries.~~
- ~~2. Employees who prefer to be treated by a personal physician must provide a written notice of designation to the District's Human Resources Office prior to the date of injury.~~
- ~~3. If the personal physician designation is not on file at the Human Resources Office, payment will not be made to the employees personal physician.~~

### ~~C. Forms Used and Additional References~~

~~Physician Designation form  
Workers' Compensation forms~~

### ~~D. Procedure~~

#### Notifications

~~The Superintendent or designee shall post a notice of employee rights related to workers' compensation and shall provide this information in writing to new employees. (Labor Code 3550-3551)~~

#### District Responsibilities

~~Supervisors receiving reports of a work-related employee injury shall gather appropriate information, including but not limited to:~~

- ~~1. the date, time and place of the injury.~~
- ~~2. the name, occupation and signature of the injured employee.~~
- ~~3. details of how the injury occurred.~~

## WORK-RELATED INJURIES

4. ~~the names of any witnesses.~~

~~Supervisors shall promptly remit information about work-related injuries to the Human Resources Office.~~

~~Whenever a work-related injury results in lost work time beyond the date of the injury or requires medical treatment beyond first aid, the employee shall be given a workers' compensation claim form and a notice of potential eligibility for benefits within one working day of the injury. (Labor Code 5401) In the case of stress claims, the claim form shall be provided only if the employee indicates that he/she is going to a physician or is unable to work.~~

~~Within five (5) working days of obtaining knowledge of any injury which results in lost time beyond the date of the injury or which requires medical treatment beyond first aid, the Human Resources Office shall file a complete report of the injury with the District's insurer. (Labor Code 6409.1)~~

### Employee Responsibilities

~~Upon receiving treatment for a work-related injury, the employee shall obtain a medical verification of his/her condition, indicating any limitations on the employee's ability to work, the anticipated time needed for recovery from these limitations, and the time of work modification needed.~~

~~The District has designated a medical carrier where employees will be taken in case of a work-related injury. Employees who wish to be taken to their personal physician for treatment of work-related injuries must have a written request on file with the Superintendent or designee. It is the employee's responsibility to inform his/her supervisor that he/she has such a request on file (Labor Code 4600)~~

~~To qualify for workers' compensation, employees must notify their supervisor of a work-related injury within 30 days. (Labor Code 5400)~~

### **E. — Reports Required**

TUSD Acknowledged: 11/25/97

Revised:

## WORK-RELATED INJURIES

### ~~Workers' Compensation Claim~~

#### ~~F. Record Retention~~

~~Employee file maintained in Human Resources Office when applicable~~

#### ~~G. Responsible Administrative Unit~~

~~Human Resources~~

#### ~~H. Approved By~~

~~Associate Superintendent for Human Resources~~

In order to provide medical benefits, temporary or permanent disability benefits, wage replacement, retraining or skill enhancement, and/or death benefits in the event that an employee becomes injured or ill in the course of employment, the district shall provide all employees with insurance and workers' compensation benefits in accordance with law. The Superintendent or designee shall develop an efficient claims handling process that reduces costs and facilitates employee recovery.

The Superintendent or designee shall notify every new employee, at the time of hire or by the end of the first pay period, of the employee's right to receive workers' compensation benefits if injured at work. (Labor Code 3551; 8 CCR 15596)

In addition, a notice regarding workers' compensation benefits shall be posted in a conspicuous location frequented by employees, where the notice may be easily read during the workday. (Labor Code 3550)

In the event that an employee is injured or becomes ill in the course of employment, the employee shall report the work-related injury or illness to the Superintendent or designee as soon as practicable. The employee and appropriate district staff shall also promptly document the date and time of any incident, a description of the incident, and any persons present.

The District will designate the use of an occupational medical treatment facility in accordance with Labor Code 4600, Section 2. Employees who prefer to be treated by a personal physician must provide a written notice of designation to the district Human Resources Office prior to the date of injury. If this designation is not on file at the Human Resources Office, payment will not be made to the employee's personal physician.

## **WORK-RELATED INJURIES**

**A personal physician means the employee's regular licensed physician who has previously directed the medical treatment of the employee, and who retains the employee's medical history. (Labor Code 4600).**

**Within one working day of receiving notice or knowledge of any injury to an employee in the course of employment, the Superintendent or designee shall provide a claim form and notice of potential eligibility for workers' compensation benefits to the employee or, in the case of the employee's death, to the employee's dependents. The claim form and notice shall be provided personally or by first class mail. (Labor Code 5401)**

**The Superintendent or designee shall additionally ensure that any employee who is a victim of a crime that occurred at the place of employment is given written notice personally or by first class mail within one working day of the crime, or when the district reasonably should have known of the crime, that the employee is eligible for workers' compensation benefits for injuries, including psychiatric injuries, that may have resulted from the crime. (Labor Code 3553)**

**The Superintendent or designee shall ensure that all employee notices described above are in the form prescribed by the Department of Industrial Relations (DIR), Division of Workers Compensation.**

**Upon learning of a work-related injury or illness, or injury or illness alleged to have arisen out of and in the course of employment, the Superintendent or designee shall report the incident to the district's insurance carrier or DIR, as applicable, within five days after obtaining knowledge of the injury or illness. If a subsequent death arises as a result of the reported injury or illness, an amended report indicating the death shall be filed within five days after being notified of or learning about the death. (Labor Code 6409.1)**

**In addition, in every case involving death or serious injury or illness, the Superintendent or designee shall immediately make a report to the Division of Occupational Safety and Health (Cal/OSHA) by telephone or through an online mechanism made available by Cal/OSHA. (Labor Code 6409.1)**

**For the purpose of this report, serious injury or illness means any injury or illness occurring in a place of employment or in connection with any employment that requires inpatient hospitalization for other than medical observation or diagnostic testing, or in which an employee suffers an amputation, the loss of an eye, or any serious degree of permanent disfigurement. (Labor Code 6302)**

**Upon receiving treatment for a work-related injury, the employee shall obtain a medical verification of his/her condition, indicating any limitations on the employees' ability to work, the anticipated time needed for recovery from these limitations, and the time of work modification needed.**

## WORK-RELATED INJURIES

### Legal Reference:

8 CCR 15596

Ed. Code 44984

Ed. Code 45192

Lab. Code 3200-4856

Lab. Code 3212.86

Lab. Code 3212.88

Lab. Code 3550-3553

Lab. Code 3600-3605

Lab. Code 3760

Lab. Code 4600

Lab. Code 4906

Lab. Code 5400-5413

Lab. Code 6302

Lab. Code 6409.1

Notice of employee rights to workers' compensation benefits

Required rules for industrial accident and illness leave

Industrial accident and illness leave for classified employees

Workers' compensation

COVID-19: critical workers pre-July 5, 2020

COVID-19: critical workers post-July 5, 2020

Notifications re: workers' compensation benefits

Conditions of liability

Report of injury to insurer

Provision of medical and hospital treatment by employer

Disclosures and statements

Notice of injury or death

Definition of serious injury or illness

Reports



## HUMAN RESOURCES MEMORANDUM

**TO:** Dr. Robert Pecot, Superintendent  
**FROM:** Tammy Jalique, Associate Superintendent of Human Resources  
**DATE:** November 6, 2023  
**SUBJECT:** Acknowledge Revised Administrative Regulation 4217.3 Layoff/Rehire (First Reading)

**BACKGROUND:** The District continues the process of reviewing, revising and adding board policies and regulations as current laws and requirements change. The revised Administrative Regulation 4217.3 is being updated as recommended by the California School Boards Association based on changes to California Education Code.

**RECOMMENDATION:** Acknowledge Revised Administrative Regulation 4217.3 Layoff/Rehire (First Reading).

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

**LAYOFF/REHIRE**

**A. Purpose and Scope**

To provide guidance and direction for appropriate District personnel regarding layoff and rehire of classified employees.

**B. General**

Classified employees shall be subject to layoff for lack of work or lack of funds. **A classified employee shall not be laid off if a short-term employee is retained to render a service that the classified employee is qualified to render.**

Whenever a classified employee is laid off, the order of layoff within the class shall be determined by length of service. The employee who has been employed the shortest time in the classifications plus higher classifications, shall be laid off first. Re-employment shall be in reverse order of layoff. Seniority shall be based on date of hire in the classification.

**C. Notice of Layoff and Hearing Rights**

**Whenever a permanent classified employee is to be laid off for lack of work or lack of funds, the Superintendent or designee shall, no later than March 15 and before the employee is given formal notice by the Governing Board, give to the employee written notice of the recommendation, the reasons that the employee's services will not be required for the ensuing year, any displacement rights, reemployments rights, and the employee's right to a hearing. The District shall adhere to the notice, hearing, and layoff procedures in Education Code 45117, Government Code 11503 and 11505, and other applicable provision of law.**

**An employee who is so notified may request a hearing to determine if there is cause for not reemploying the employee for the ensuing year. The request shall be in writing and shall be delivered to the person who sent notice to the employee, on or before March 15 but not less than seven days after the date the notice is served on the employee. Failure of an employee to request a hearing on or before the date specified shall constitute a waiver of the employee's right to a hearing.**

**The Superintendent or designee shall serve an employee who timely requests a hearing with the District Statement of Reduction in Force documents. The**

employee has five calendar days from service of the District Statement of Reduction in Force documents to timely file a notice of participation with the District. The parties are entitled to discovery, if requested within 15 days of service of the District Statement of Reduction in Force documents.

If a hearing is requested by a permanent classified employee, the proceeding shall be conducted and a decision made by an administrative law judge in accordance with Government Code 11500-11529. At the hearing, the employee may be represented by an attorney or by a nonattorney representative of the employee organization designated as the exclusive representative for classified employees. The Board shall make a final decision regarding the sufficiency of the cause and disposition of the layoff upon receipt of the administrative law judge's proposed decision. None of the findings, recommendations, or determinations in the proposed decision prepared by the administrative law judge shall be binding on the Board. (Education Code 45117)

Following the Board's decision, the Superintendent or designee shall give final notice of termination to the affected employee(s) before May 15 unless a continuance was granted after a request for hearing was made, in which case such date may be extended by the number of days of the continuance. (Education Code 45117)

If during the time between five days after the enactment of an annual Budget Act and August 15 of the fiscal year to which the Budget Act applies, the Board determines that the district's local control funding formula apportionment per unit of ADA for that fiscal year has not increased by at least two percent, and that it is therefore necessary to decrease the number of classified employees due to lack of work or lack of funds, the Board may issue a District Statement of Reduction in Force to those employees in accordance with a schedule of notice and hearing adopted by the Board, and layoff proceedings shall be carried out as required by law. (Education Code 45117)

When classified positions are eliminated as a result of the expiration of a specifically funded program, the district shall give written notice to the affected employee(s) not less than 60 days prior to the effective date of the layoff informing the employee(s) of the layoff date, any displacement rights, and employment rights. (Education Code 45117)

The district is not required to provide a layoff notice to any person hired as a short-term employee for a period not exceeding 60 days whose service may not be extended or renewed. (Education Code 45117)

Additionally, the district may release probationary classified employees without notice or hearing for reasons other than lack of work or lack of funds. (Education Code 45117)

**D. Reemployment**

**Classified employees** Persons laid off because of lack of work or lack of funds are eligible for re-employment for a period of thirty-nine (39) months and shall be re-employed in preference to new applicants. **Reemployment shall be in order of seniority.** In addition, such persons laid off have the right to make application and establish their qualifications for vacant promotional positions within the District during the period of thirty-nine (39) months.

**When a vacancy occurs, the district shall give the employee with the most seniority an opportunity to accept or reject the position, by first calling the employee at the employee's last known telephone number to notify the employee of the vacancy and then sending written notice by certified and standard mail to the employee's last known address. The employee shall advise the district of the decision by any means no later than 10 calendar days from the date the notice was sent. If the employee accepts, the employee shall report to work no later than two calendar weeks from the vacancy notification date or on a later date specified by the district.**

**In order to be reemployed, the employee must be capable of performing the essential duties of the job with or without reasonable accommodations. When an otherwise eligible employee is unable to perform the essential duties of the job, the employee shall be kept on the reemployment list until another opportunity becomes available or the period of reemployment eligibility expires, whichever occurs first.**

**Upon rejecting three offers of reemployment, the employee's name shall be removed from the reemployment list and the employee will forfeit all reemployment rights to which the employee would otherwise be entitled.**

**When an employee is notified of a vacancy and fails to respond or report to work within time limits specified by district procedures, the employee's name shall be removed from the reemployment list and all reemployment rights to which the employee would otherwise be entitled shall be forfeited.**

**If an employee is reemployed in a new position and fails to complete the probationary period in the new position, the employee shall be returned to the reemployment list for the remainder of the 39-month period. The**

remaining time period shall be calculated as the time remaining in the 39-month period as of the date of reemployment. (Education Code 45114, 45298)

**E. Reinstatement of Benefits**

When a laid-off employee is reemployed, all accumulated sick leave credit shall be restored.

A laid-off permanent employee shall be reemployed with all rights and benefits accorded at the time of layoff.

A laid-off probationary employee shall be reemployed as a probationary employee, and the previous time served toward the completion of the required probationary period shall be counted. The employee shall also be reemployed with all rights and benefits accorded to a probationary employee at the time of layoff.

A laid-off employee, when reemployed, shall be placed on the salary step held at the time of layoff. An employee who was bumped into a lower class shall, when reinstated to the previous class, be placed on the salary step to which the employee would have progressed had the employee remained there. An adjusted anniversary date shall be established for step increment purposes so as to reflect the actual amount of time served in the district.

**F. Voluntary Demotion or Reduction in Hours**

~~Classified e~~Employees who take voluntary demotions or voluntary reductions in assigned time in lieu of layoff, or **in order** to remain in their present position rather than be reclassified or reassigned, shall be granted the same rights as persons **employees who are laid off**. These **In addition, such** employees shall retain eligibility to be considered for reemployment **in their previously held class or positions with increased assigned time**, for an additional period of up to 24 months, **as determined by the Board on a class-by-class basis**, provided that the same tests of fitness under which they qualified for appointment to the class shall still apply. ~~The Governing Board shall make the determination of the specific period of eligibility for re-employment on a class-by-class basis.~~

Employees who take voluntary demotions or voluntary reductions in assigned time in lieu of layoff shall **have the option of returning to a** ~~be, at the option of the employee, returned to a position in their former class or to positions with increased assignment time as vacancies become available and without limitation of time.~~ However, ~~if~~ there is a valid reemployment list, they shall be ranked on that list in accordance with their proper seniority.

**LAYOFF/REHIRE**

~~Persons employed under Education Code Sections 45105(b) or 45259 “restricted” positions do not acquire permanent status under Education Code Sections 45113 or 45301, whichever is applicable, and do not acquire seniority credits for the purpose of layoff for lack of work or lack of funds as may be established by the District.~~

**C. Forms Used and Additional References**

~~None~~

**D. Procedure**

~~Specially Funded Program~~

~~When a specially funded program expires and classified positions must be eliminated at the end of any school year and classified employees will be subject to layoff for lack of funds, the employees to be laid off at the end of the school year shall be given written notice on or before May 29<sup>th</sup>, informing them of the layoff effective at the end of the school year and of their displacement and reemployment rights. If the termination date of the specially funded program is other than June 30<sup>th</sup>, the notice shall be given not less than 30 days before the effective date of the layoff.~~

~~Bona Fide Reduction or Elimination of Services~~

~~In the event of a bona fide reduction or elimination of service being performed by any department and classified employees shall be subject to layoff because of lack of work, affected employees shall be given notice of the layoff 30 days before the effective date, and they shall be informed of their displacement rights, if any, and reemployment rights.~~

~~Layoff Due to Lack of Funds or Unforeseeable Causes~~

~~In the event that the District is unable to pay the salaries of classified employees due to an actual and existing financial inability, or if layoff is caused by conditions not foreseeable or preventable by the District, the District is not bound to provide 30 days notice, but will provide information about displacement rights, if any, and reemployment rights, to any and all employees laid off.~~

**LAYOFF/REHIRE**

~~—— Temporary/Substitute Personnel~~

~~—— No permanent or probationary classified employee shall be laid off from any position while employees serving under substitute or short-term appointments are retained in position in the same job classification.~~

~~—— Short term or substitute employees may be separated at the completion of their assignment without regard to the procedures stated above.~~

**E. Reports Required**

None

**F. Record Retention**

1. Database with employee date of hire & job classification
2. Personnel file
3. Seniority list

**G. Responsible Administrative Unit**

Human Resources

**H. Approved By**

Associate Superintendent for of Human Resources

Legal Reference: (please see next page)

**LAYOFF/REHIRE**

## Legal Reference:

EDUCATION CODE

- ~~45101 Definitions~~
- ~~45103 Classified service in districts not incorporating the merit system~~
- ~~45105 Positions under various acts not requiring certification qualifications; classification~~
- ~~45113 Rules and regulations for classified service in district not incorporating the merit system~~
- ~~45114 Layoff and reemployment procedures; definitions~~
- ~~45115 Layoff: Reinstatement from service retirement~~
- ~~45117 Notice of layoff due to expiration of specially funded programs or bona fide reduction or elimination of service~~
- ~~45286 Limited term employees~~
- ~~45298 Reemployment and promotional examination preference of persons laid off; voluntary demotions or reductions in time~~
- ~~45308 Order of layoff and reemployment; length of service~~
- ~~45309 Reinstatement of permanent noncertified employees after resignation~~

UNITED STATE CODE TITLE 38

- ~~4301-4307 Veterans' Reemployment Rights~~
- ~~San Mateo City School District v. Public Employment Relations Board (1983) 33 Cal.3d 850, 866~~

State	Description
Ed. Code 45101	<u>Definitions; disciplinary action and cause</u>
Ed. Code 45103	<u>Classified service in districts not incorporating the merit system</u>
Ed. Code 45105	<u>Positions under various acts not requiring certification qualifications</u>
Ed. Code 45113	<u>Notification of charges; classified employees</u>
Ed. Code 45114	<u>Layoff and reemployment procedures; definitions</u>

State	Description
Ed. Code 45115	<u>Layoff; reinstatement from service retirement</u>
Ed. Code 45117	<u>Notice of layoff; classified employees</u>
Ed. Code 45286	<u>Limited term employees</u>
Ed. Code 45297	<u>Right to take equivalent examination while employee in military service</u>
Ed. Code 45298	<u>Reemployment of persons laid off; voluntary demotions or reductions in time</u>
Ed. Code 45308	<u>Order of layoff and reemployment; length of service</u>
Ed. Code 45309	<u>Reinstatement of permanent noncertified employees after resignation</u>
Gov. Code 11500-11529	<u>Administrative adjudication; formal hearings</u>
Federal	Description
38 USC 4301-4335	<u>Employment and reemployment rights of members of the uniformed services</u>

Regulation Adopted:  
TUSD: 10/28/97  
Revised:



## HUMAN RESOURCES MEMORANDUM

**TO:** Dr. Rob Pecot, Superintendent  
**FROM:** Tammy Jalique, Associate Superintendent of Human Resources  
**DATE:** November 14, 2023  
**SUBJECT:** Adopt Revised Board Policy 4161.1 and New Board Policy 4261.1 Personal Illness and Injury Leaves (Second Reading)

**BACKGROUND:** The District continues the process of reviewing, revising and adding board policies and regulations as current laws and requirements change. The new Revised Board Policy 4161.1 and New Board Policy 4261.1 are being added as recommended by the California School Boards Association.

**RECOMMENDATION:** Adopt Revised Board Policy 4161.1 and New Board Policy 4261.1 Personal Illness and Injury Leaves (Second Reading).

**Prepared by:** Michael Bunch, Ed. D., Director of Human Resources and Employee Relations.

## PERSONAL ILLNESS AND INJURY LEAVES

A unit member may use, in any school year, up to the amount of sick leave that would be accrued during six months at the rate of entitlement established in the current Master Agreement between the Tracy Unified School District and the Tracy Educators Association to attend to an illness of a child, parent, spouse, registered domestic partner or domestic partner's child of the unit member.

As used in this policy:

1. "Child" means a biological, foster, or adopted child, a stepchild, a legal ward, or a child of a person standing in loco parentis.
2. "Parent" means a biological, foster, or adoptive parent, a stepparent, or a legal guardian.
3. "Sick leave" means accrued increments of compensated leave provided by the District to a unit member as a benefit of the employment for use by the unit member during an absence from the employment for any of the following reasons:
  - (a) The unit member is physically or mentally unable to perform his or her duties due to illness, injury, or a medical condition of the unit member.
  - (b) The absence is for the purpose of obtaining professional diagnosis or treatment for a medical condition of the unit member.
  - (c) The absence is for other medical reasons of the unit member, such as pregnancy or obtaining a physical examination.

"Sick leave" does not include any benefit provided under an employee welfare benefit plan subject to the federal Employee Retirement Income Security Act of 1974 (Public Law 93-406, as amended) and does not include any insurance benefit, workers' compensation benefit, unemployment compensation disability benefit, or benefit not payable from the employer's general assets.

Sick leave to care for ill family members is subject to all requirements stipulated in AB 109 and Labor Code 233, and the sections of the current Master Agreement between the Tracy Educators Association and the Tracy Unified School District that apply to sick leave, including medical documentation.

**PERSONAL ILLNESS AND INJURY LEAVES**

FOR ADDITIONAL INFORMATION ON PERSONAL ILLNESS AND INJURY LEAVES SEE THE CURRENT EMPLOYEE AGREEMENTS WITH FOR THE TRACY EDUCATORS ASSOCIATION AND CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION, CHAPTER 98.

**Legal Reference:****EDUCATION CODE**

44964	Power to grant leave of absence in case of illness, accident or quarantine
44965	Granting of leaves of absence for pregnancy and childbirth
44976	Transfer of leave rights when school is transferred to another district
44977	Salary deduction during absence from duties
44978	Provisions for sick leave of certificated employees
44979	Transfer of accumulated sick leave to another district
44980	Transfer of accumulated sick leave to a county office of education
44981	Leave of absence for personal necessity
44983	Exception to sick leave when district adopts specific rule
44986	Leave of absence for disability allowance applicant

**LABOR CODE**

233	Illness of child, parent, spouse or domestic partner
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**CODE OF REGULATIONS, TITLE 5**

5601	Transfer of accumulated sick leave
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## HUMAN RESOURCES MEMORANDUM

**TO:** Dr. Robert Pecot, Superintendent  
**FROM:** Tammy Jalique, Associate Superintendent of Human Resources  
**DATE:** November 14, 2023  
**SUBJECT:** Adopt Revised Board Policy 4361.1 Personal Illness and Injury Leaves (Second Reading)

**BACKGROUND:** The District continues the process of reviewing, revising and adding board policies and regulations as current laws and requirements change. The revised Board Policy 4361.1 is being added as recommended by the California School Boards Association.

**RECOMMENDATION:** Adopt Revised Board Policy 4361.1 Personal Illness and Injury Leaves (Second Reading).

**Prepared by:** Michael Bunch, Ed. D., Director of Human Resources and Employee Relations

## PERSONAL ILLNESS AND INJURY LEAVE

The Governing Board recognizes that an employee may experience an illness or injury, which incapacitates the employee for periods of time. When an employee has exhausted all sick leave and industrial accident leave to which the employee is entitled, the employee's salary shall be reduced by the actual payment made to the substitute or 35% of the employees' daily rate whichever is less. If no substitute is employed to replace the employee, 35% of the employee's daily rate will be deducted.

However, the Governing Board also recognizes that an employee may experience a serious illness for extended periods of time and may grant, upon request, the salary which would be paid if the employee were working, for a period of up to five (5) months, from the beginning of the leave.

If the employee is absent for more than five months, the employee may apply to the Governing Board for an extension of this pay provision, and the Board may grant such extension at its discretion. Otherwise, the employee will be placed on non-paid long term Health and Hardship Leave for the remainder of the school year.