

NOTICE
REGULAR MEETING OF THE GOVERNING BOARD
TRACY UNIFIED SCHOOL DISTRICT
JANUARY 10, 2023

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

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

TIME: 5:30 PM Closed Session
7:00 PM Open Session

A G E N D A

- | | | |
|------------|--|----------------|
| 1. | Call to Order | Pg. No. |
| 2. | Roll Call – Establish Quorum
Board: S. Abercrombie, O. Alexander, A. Blanco, L. Hawkins, RG Fagin, Z. Hoffert, J. Silcox
Staff: R. Pecot, T. Jalique, J. Stocking, T. Salinas, S. Smith | |
| 3. | Closed Session: Opportunity to Address the Board Regarding Closed Session Items which follow. Closed session is limited to consideration of items specifically authorized under the Government Code and/or the Education Codes. | |
| | 3.1 Administrative & Business Services: None. | |
| | 3.1.1 Conference with legal counsel – anticipated litigation
(G.C. 54956.9(b))
- Number of Potential Cases – 1
- Claim: California Voting Rights Project | |
| 3.2 | Educational Services: | |
| | 3.2.1 Finding of Facts: 22/23#43, 22/23#44, 22/23#45, 22/23#46, 22/23#47
Action: Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain___ | |
| | 3.2.2 Reinstatements: AR#22-23/#8, AR#22-23/#9, AR#22-23/#10,
AR#22-23/#11, AR#22-23/#12, AR#22-23/#13, AR#22-23/#14,
AR#22-23/#15, AR#22-23/#16, AR#22-23/#17, AR#22-23/#18,
AR#22-23/#19, AR#22-23/#20, AR#22-23/#21, AR#22-23/#22
Action: Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain___ | |
| | 3.2.3 Board Waiver: WMS# 10342472
Action: Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain___ | |
| | 3.2.4 Early Graduation: TISCS#10324243
Action: Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain___ | |
| 3.3 | Human Resources: | |
| | 3.3.1 Consider Unpaid Leave of Absence for Classified Employee #UCL-436
Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain___ | |
| | 3.3.2 Consider Public Employee/Employment/Discipline/Dismissal/Release
Action: Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain___ | |

- 3.3.3** 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: 22/23#43, 22/23#44, 22/23#45, 22/23#46,

3.2.1 22/23#47

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

6b Report Out of Action Taken on Reinstatements: AR#22-23/#8, AR#22-23/#9,

3.2.2 AR#22-23/#10, AR#22-23/#11, AR#22-23/#12, AR#22-23/#13, AR#22-23/#14, AR#22-23/#15, AR#22-23/#16, AR#22-23/#17, AR#22-23/#18, AR#22-23/#19, AR#22-23/#20, AR#22-23/#21, AR#22-23/#22

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

6c Report Out of Action Taken on Board Waiver: WMS# 10342472

3.2.3

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

6d Report Out of Action Taken Early Graduation: TISCS#10324243

3.2.4

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

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

3.3.1 Employee #UCL-436

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

7. Approve Regular Minutes of December 13, 2022

1 - 6

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

8. Student Representative Reports: None.

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

9.1 Poet Christian Elementary School

9.2 Recognize the Outstanding Employees of the Winter Term for the 2022-2023 School Year

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

10.1 **Administrative & Business Services:** None

10.2 **Educational Services:** None

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

12. PUBLIC HEARING: None.

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

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

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

13.1 Administrative & Business Services:

- 13.1.1** 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 **8 - 9**
- 13.1.2** Ratify Routine Agreements, Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda **10 - 11**

13.2 Educational Services:

- 13.2.1** Approve Agreement for Contract Services between Mind Research Institute and Wanda Hirsch Elementary School for the 2022 – 2023 School Year **12 - 16**
- 13.2.2** Approve Agreement for Contract Services with Sow A Seed to Facilitate “Too Good for Drugs” Curriculum to Students in Grades 5-7 During After School Hours as a Voluntary Program During the 2022-2023 School Year **17 - 21**
- 13.2.3** Approve Overnight Travel for the Advanced Drama Students to Attend Disney: Behind the Scenes and Leadership Disney at the Disneyland® Resort in Anaheim, CA on April 20-23, 2023 **22 - 23**

13.3 Human Resources:

- 13.3.1** Accept Resignations/Retirements/Leave of Absences for Classified, Certificated, and/or Management Employment **24 – 25**
- 13.3.2** Approve Classified, Certificated, and/or Management Employment **26 - 29**
- 13.3.3** Approve Variable Term Waivers for Education Specialist Teacher(s) **30 - 31**
- 13.3.4** Approve a Declaration for a Provisional Internship Permit **32 - 33**
- 13.3.5** Approve Agreement for Special Contract Services with School Services of California, Inc. **34 - 46**

- 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** Add/Remove Committees and Appoint Representatives if Applicable **47 - 48**
- Action:** Motion___; Second___. **Vote:** Yes___; No___; Absent___; Abstain___.

14.2 Educational Services:

- 14.2.1** Adopt Resolution No. 22-06 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 2023-2024 School Year and to Authorize Designated Personnel to Sign Contract Documents (Separate Cover) **49 - 51**

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

- 14.2.2** Adopt Revisions to Board Policy 5141.21 Administering Medications and Monitoring Health Conditions (Second Reading) **52 - 54**

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

14.3 Human Resources: None.

- 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** January 24, 2023
 - 17.2** February 14, 2023
 - 17.3** February 28, 2023
 - 17.4** March 14, 2023
- 18. Upcoming Events:**
- 18.1** January 16, 2023 No School, Martin Luther King Day
 - 18.2** January 27, 2023 No School, Staff By Back Day
 - 18.3** February 13, 2023 No School, Lincoln's Day
 - 18.4** February 20, 2023 No School, President'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
Regular Meeting of the Governing Board
For Tracy Unified School District
Held on Tuesday, December 13, 2022**

6:00 PM: 1-3. Vice President Hoffert called the meeting to order and adjourned to closed session.

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

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

Oath of Office 6. **Administer Oath of Office:** San Joaquin County Superintendent of Schools, Troy Brown, gave the oath of office to new board members: Olinga Alexander, RG Fagin, and Jeremy Silcox.

Board Organization: 7.1 Elect Officers: President: Steve Abercrombie; Vice President: Jeremy Silcox; Clerk: Lynn Dell Hawkins.

Action: Motion made by Silcox for Abercrombie to be President, Seconded by Fagin.

Vote: Yes-4 (Abercrombie, Silcox, Hawkins, Fagin); No-1(Hoffert); Absent-1 (Blanco); Abstain-1 (Alexander)

Action: Motion made by Fagin for Silcox to be Vice President, Seconded by Hawkins.

Vote: Yes-4 (Abercrombie, Silcox, Hawkins, Fagin); No-2 (Alexander, Hoffert); Absent-1 (Blanco)

Action: Motion made by Silcox for Hawkins to be Clerk, Seconded by Fagin.

Vote: Yes-6; No-0; Absent-1 (Blanco)

7.2 Appoint Representatives to the following committees:

Budget: Alexander, Hawkins, Silcox

Charter Schools: TBD

City Schools: Alexander, Fagin, Silcox

District Attendance Area: Abercrombie, Fagin

Facilities Advisory: Alexander, Fagin, Hawkins

Facility Use Policy Review: TBD

Special Ed: Fagin, Hawkins, Hoffert

Tracy Learning Center/Ad Hoc Board Member: TBD

Tracy Parks: Abercrombie, Silcox (Alternate)

Superintendent Pecot proposed postponing the appointment of representatives for the Charter School, Facility Use Policy Review, and Tracy Learning Center/Ad Hoc Board Member committees.

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

7.3 Approve Board Meeting Calendar

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

Closed Session:

8a Action Taken on Findings of Fact: 22/23#28, 22/23#29, 22/23#30, 22/23#31, 22/23#32, 22/23#33, 22/23#34, 22/23#35, 22/23#36, 22/23#37, 22/23#38, 22/23#39, 22/23#40, 22/23#41, 22/23#42

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

8b Report Out of Action Taken on Board Waiver: NES#10332901

3.2.2

Action: **Vote:** Yes-6; No-0; Absent-1 (Blanco)

8c Report Out of Action Taken on PE Exemptions: THS#10355143

3.2.3

Action: **Vote:** Yes-6; No-0; Absent-1 (Blanco)

8d Report Out of Action Taken on Early Graduation: TISCS#10336496,

3.2.4 TISCS#10346805, TISCS# 10319373, TISCS#10319391, TISCS#10319617

Action: **Vote:** Yes-6; No-0; Absent-1 (Blanco)

8e Report out of Action Taken on Approve Funding for Compensatory

3.2.5 Education Services and Attorney Fees per Settlement Agreement

Action: **Vote:** Yes-6; No-0; Absent-1 (Blanco)

8f Report Out of Action Taken on Consider Unpaid Leave of Absence for Classified Employee #UC-431

3.3.1 **Action:** **Vote:** Yes-6; No-0; Absent-1 (Blanco)

8g Report Out of Action Taken on Consider Unpaid Leave of Absence for

3.3.2 Classified Employee #UCL-434

Action: **Vote:** Yes-6; No-0; Absent-1 (Blanco)

8h Report out on Action Taken on Release Probationary Classified

3.3.3 Employee #UCL-435 Para Educator I

Action: Pulled. **Vote:** None.

8i Report out on Action Taken on Consider Unpaid Leave of Absence for

3.3.4 Certificated Employee #UC-1313

Action: **Vote:** Yes-6; No-0; Absent-1 (Blanco)

Minutes:

9. Approve Regular Minutes of November 8, 2022.

Trustees Abercrombie, Hawkins, and Hoffert attended the entire board meeting of November 8, 2022 and verified that the minutes were correct. All members voted on this verification.

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

Audience:

Miguel Romo, Lori Nelson, Reed Call, Bobbie Etcheverry, Michael Stagnaro, Tanya Calderon, Janae Taylor, Troy Brown, David Doyle, Lisa Bryant, Susan Hawkins, Jacqui Nott, Bob Brownne, Stephen Theall, Jason Noll, Michael Bunch, Mary Petty, Zach Boswell, Bill Maslyar, April Jacobs, Kaleigh Felisberto, Kehia McKinney, Gwendolyn White, Annabelle Lee

**Student Rep
Reports:** 10. None.

**Recognition &
Presentations:** 11. None.

**Information &
Discussion Items:** 12.1 **Administrative & Business Services:** None

12.2 **Educational Services:**

12.2.1 Receive Report on Faith in Action Community Education Services (FACES)

Jason Noll, Director of Student Services, introduced FACES, two school Principals were present to relay how the program is going on their campus.

Stephen Theall, Principal of Freiler Elementary School, spoke along with Assistant Principal April Jacobs. Freiler's primary goal is to educate students, develop character, and to build futures. The relationship with FACES has really homed in on the developing character piece of their school mission. Developing character includes behavior expectations, developing relationships between students and teachers, and engaging students so they are working together and involved in the lessons. FACES has been a tremendous support. FACES counselors assist with the students that need additional support. Students may arrive emotionally not ready for the school day, or an issue may arise throughout the day. The FACES team connects with all kids; they are a presence on campus during recess for on-the-spot help. They work to include all students on campus from all programs. Mr. Theall has seen a change firsthand, a student that has struggled to make good choices in the past, choose to take the opportunity to assist a fellow student struggling with an issue. Freiler School is relentless in terms of their focus; having strong social emotional skills is a big part of their success.

Susan Hawkins, Principal of North School, reiterated what Freiler said, she feels FACES has been astronomical. The two young men, Chauncy and Kym, from FACES, seem to change lives at North School every day in their communication with parents and students. They were introduced to students, shown the classrooms, spoke with staff, and spent time with their community. Every day before school they greet families and speak with students to prepare them for their workday. They take time in classes, walk the rooms, and provide support. They focus on the rooms that have students that are known to be a bit more difficult. Students have been making better decisions from their influence. Parents have noticed they are not getting phone calls from ongoing discipline. FACES is part of North's Coordination of Service's Team (COST), which consists of their school counselor, Sow A Seed, Valley Community Counseling, the custodian, Ms. Hawkins, and Assistant Principal Mr. Lopez. Every week they get together to discuss individual student service support needs.

Josh Brown is the Founder and CEO of FACES. He started the agency in 2018. Their goal and mission is to bridge the community in educational services. They are thankful to have been allowed to come in and integrate with the staff. Mr. Brown recognized and introduced his staff Alfred Robinson, Derek Graves, and De'Marieya Nelson, who work on other TUSD campuses. FACES currently serves over 55 different schools throughout the Valley and Bay Area.

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|-------------------------------|--------|--|
| Hearing of Delegations | 13. | None. |
| Public Hearing: | 14. | Administrative & Business Services: None. |
| Consent Items: | 15. | <p>Board approval of any agenda item requiring insurance is conditioned upon acceptance of appropriate insurance accepted by Tracy Unified.</p> <p>Action: All items except for #15.3.5. Silcox, Hawkins.</p> <p>Vote: Yes- 6; No-0; Absent-1 (Blanco).</p> <p>Action: On #15.3.5. Silcox, Hawkins. Vote: Yes-6; No-0; Absent-1 (Blanco).</p> |
| | 15.1 | Administrative & Business Services: |
| | 15.1.1 | Ratify Routine Agreements, Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda |
| | 15.1.2 | 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 |
| | 15.2 | Educational Services: |
| | 15.2.1 | Approve Agreement for Contract Services between IXL Learning and North School to Provide IXL Learning 6/7/8 SPED License in ELA, Math, Science, and Social Studies for the 2022-2023 School Year |
| | 15.2.2 | Approve Special Contract Services Agreement with The Learning Fountain, Inc. for Independent Education Evaluation (IEE) |
| | 15.2.3 | Approve Overnight Travel for 3 Advisors and 12 Students of West High FFA to attend the Made for Excellence Leadership Conference in Sacramento, CA, January 13-14, 2023 |
| | 15.2.4 | Approve Contract Service Agreement with LifeWorks ACS, Inc. for an Independent Educational Evaluation for Occupational Therapy |
| | 15.2.5 | Ratify Agreement for Special Contract Services with School Psychology Group, Inc. for an Individual Educational Evaluation (IEE) for a Psychoeducational Evaluation |
| | 15.2.6 | Approve Agreement for Contract Services for STEM Professional Development between McKinley Elementary and San Joaquin County Office of Education for McKinley Teachers |
| | 15.2.7 | Approve Agreement for Special Contract Services between Parent Institute for Quality Education (PIQE) and Poet Christian School for the 2022-2023 School Year |

- 15.2.8 Approve Agreement for Contract Services between Faith in Action Community Education Services and Louis A. Bohn Elementary School for the 2022-23 School Year
- 15.2.9 Approve the West High Music Program to attend the Forum Music Festival/ College visit in Anaheim on April 21-23, 2023
- 15.2.10 Approve Agreement for Contract Services between Pyramid Education Consultants and Special Education for PECS 1 Level Training on 02-16-23 and 02-17-23
- 15.2.11 Approve Special Contract Services Agreement with the Speech Therapy and Accent Group for an Independent Education Evaluation (IEE)
- 15.2.12 Approve the West High Wrestling Program to Attend the Vintage High 23rd Annual True Wrestler Napa Valley Girls Classic on January 6-7, 2023
- 15.2.13 Approve Agreement for Contract Services between Sow A Seed Community Foundation and Williams Middle School for the 2022-2023 School Year
- 15.2.14 Approve Overnight Travel for 4 Advisors and 12 Students of West High FFA to Attend the 95th Annual State FFA Leadership Conference in Ontario, CA on March 15-20, 2023
- 15.2.15 Approve Agreement for Contract Services with Life Saver CPR for Services at all District Schools for the 2022-2023 School Year
- 15.3 **Human Resources:**
- 15.3.1 Accept Resignations/Retirements/Leave of Absence for Classified, Certificated, and/or Management Employment
- 15.3.2 Approve Classified, Certificated, and/or Management Employment
- 15.3.3 Approve a Declaration for a Provisional Internship Permit
- 15.3.4 Approve the Instructional Calendar for 2023-24
- 15.3.5 Approve Unpaid Speech-Language Pathologist Fieldwork Agreement with CSU Northridge

Action Items:

16.1 Administrative & Business Services:

- 16.1.1 Certify 2022-2023 Fiscal Year First Interim Report (Separate Cover)

Prior to the vote, Tania Salinas, Associate Superintendent of Business Services, provided a brief informative presentation regarding the 2022-2023 First Interim Report. The TUSD First Interim Report reflects a positive certification, meaning we are able to meet our financial obligations for the current year and two years out. The 2024/2025 school year shows an increase in deficit spending, this is attributed to the expiring of grant funding (COVID relief funding) and projected declining enrollment. In the near future, TUSD, along with educational partners, will begin prioritizing expenditures to maintain a balanced budget for the 2025 budget.

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

16.2 Educational Services:

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

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

14.3 Human Resources: None.

Board Reports:

Trustee Hoffert thanked everyone for coming out. Over the weekend he attended Kimball High Schools production of Mary Poppins. He felt it was fantastic and compared it to a Broadway show. He feels we should focus on the possibility of paid internship. Student teachers struggle without getting paid. Trustee Alexander thanked everyone for coming out to the meeting tonight. Trustee Hawkins welcomed all the new members. His hope is they develop into a good team, with one thing in mind, the students. Trustee Silcox seconds the words of Trustee Hawkins. He believes the board's number one priority is to the students and to support Dr. Pecot in his efforts. Trustee Abercrombie welcomed and congratulated the new board members. This is a great opportunity for them all to work together to help students and staff be successful. Brighter Christmas is gearing up, thank you to the schools for their gracious donations. Volunteers are needed at Williams Middle School this Friday to assist with toy sorting, and again Saturday at the warehouse to box and sort food. Wednesday they will distribute to approximately 600 families.

Superintendent Report:

Dr. Pecot offered congratulations to all the trustees sworn in tonight. He is excited to work with the school board and feels they can accomplish some great things. From early indications, FACES has delivered above and beyond what they have promised. He encourages the board to visit campuses and speak with staff, this program is the ESSER dollars at work. To staff and students, thank you. The world of education has gotten harder over the last few years. He hopes everyone enjoys their time off.

Adjourn: 7:50 p.m.

Clerk

Date



HUMAN RESOURCES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: December 16, 2022
SUBJECT: Recognize the Outstanding Employees of the Winter Term for the 2022-2023 School Year

BACKGROUND: Three times each school year, nominations for outstanding employees are solicited from staff. A selection committee composed of two administrators; one classified/confidential representative, two certificated representatives and one classified representative review the nominations and make the selections.

RATIONALE: The employees who are selected are recognized by the School Board and are recognized at their school sites in various ways. At the end of the year, the nominations of the three employees who have received recognition as Outstanding Employees of the Term in each category are reviewed, and one employee in each category is selected as Outstanding Employee of the Year.

This agenda item meets District Strategic Goal #2: Hire, support, develop, train, and sustain district employees who create a singleness of purpose focused on maximizing students' academic, social, and emotional potential.

FUNDING: N/A

RECOMMENDATION: Karen Evans (9-12), Maralee Thorburn (6-8), and Jessica Cordano (K-5) as Outstanding Certificated Employees; Suzy Clark (9-12,) Marissa Feller (6-8), and Ricky Catalano (K-5) as Outstanding Classified Employees and Ann Herrington as the Outstanding Management Employee for the Winter Term of the 2022-2023 school year.

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



BUSINESS SERVICES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Tania Salinas, Assoc Supt of Business Services
DATE: December 16, 2022
SUBJECT: **Accept the Generous Donations from the Various Individuals, Businesses, and School Site Parent Teacher Associations Listed Herein with Thanks and Appreciation from the Staff and Students of the Tracy Unified School District**

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

Lawrence Livermore National Security, LLC:

1. Tracy Unified School District/Lawrence Livermore National Security, LLC: From Joanna S. Albala for the value of \$10,000.00. The donation is in support of STEM activities at the discretion of the Superintendent

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: October 28, 2022
SUBJECT: Ratify Routine Agreements, Expenditures and Notice of Completions
Which Meet the Criteria for Placement on the Consent Agenda

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

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

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

FUNDING: Per attached summary of requisitions.

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

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

BUSINESS SERVICES
FACILITIES DEVELOPMENT DEPARTMENT
January 10, 2023
SUMMARY OF SERVICES

A.	Vendor:	TCS Total Compensation Systems, Inc.
	Sites:	District Wide
	Item:	Consulting Services Agreement-Ratify
	Services:	Provide consulting services and reports including all actual information necessary for TUSD to comply with the requirements of the GASB accounting standards 74/75 related to retiree health benefits.
	Cost:	\$4,410.00
	Project Funding:	General Fund



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. R. Pecot, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: December 13, 2022
SUBJECT: Approve Agreement for Contract Services between Mind Research Institute and Wanda Hirsch Elementary School for the 2022 – 2023 School Year

BACKGROUND: Wanda Hirsch Elementary has a need for continued intervention in math. Staff members have used this intervention in previous years. ST Math is a visual instruction program which begins by teaching the foundational concepts visually, followed by connecting the ideas to symbols, academic vocabulary and high-level academic discussion. Students work from their individual point of entry at their own pace. They receive animated formative feedback.

RATIONALE: School wide assessment data, FastBridge assessments, and teacher feedback, including feedback for our site leadership team has indicated the need to provide tier 2 and 3 supports for students to accelerate student learning by targeting the specific gaps students have from distance learning during the 2020/2021 school year. ST Math provides teachers with progress reports and detailed student information that provides insights into areas of struggle, providing up-to-the-minute information to inform instruction between the FastBridge assessments.

FUNDING: The cost, not to exceed \$12,000, will be paid from Wanda Hirsch's ELOG allocation.

RECOMMENDATION: Approve Agreement for Contract Services between Mind Research Institute And Wanda Hirsch Elementary School To Provide ST Math Site License In Math For The 2022 - 2023 School Year.

Prepared by: Gillian Bradley, Wanda Hirsch Elementary School, Principal.

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and Mind Research Institute _____, 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: ST Math® is a PreK-8 visual instructional program that leverages the brain's innate spatial-temporal reasoning ability to solve mathematical problems, unlocking deep conceptual learning. it is designed to support students identified as performing below grade level in math. Support includes two professional learning opportunities, implementation support, access to on-demand professional development modules, embedded program help and tutorials. Data includes at-a-glance reporting and customizable data points by student class and school. The program is aligned with the Common Core State Standards.

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 365 () [] HOURS [X] DAYS, under the terms of this agreement at the following location Wanda Hirsch Elementary.

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

- a. District shall pay \$12,000 per [] HOUR [] DAY [X] FLAT RATE, not to exceed a total of \$_____. 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 \$_____ 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 2/2/2023, and shall terminate on 2/2/2024.

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

6. Amendments, changes or modifications in the terms of this Agreement may only be made at any time by mutual written agreement between the parties hereto and shall be signed by the persons authorized to bind the parties hereto.
7. Contractor shall contact the District's designee, Gillian Bradley, at (209) 830 3312 ext: 7453 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.
8. Contractor enters into this Agreement as an independent contractor and not as an employee of the District. The Contractor shall have no power or authority by this Agreement to bind the District in any respect except as provided herein. Nothing in this Agreement shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Contractor are employees, agents, contractors or subcontractors of the Contractor and not of the District. The District shall not be obligated in any way to pay any wage claims or other claims made against Contractor by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this Agreement.
 - a. CONTRACTOR shall be required to provide proof (Certificate of Insurance) of comprehensive general liability insurance coverage in the amount of one million dollars (\$1,000,000.00) combined single limit per occurrence; two million dollars (\$2,000,000.00) general aggregate. A separate additional insured endorsement shall be provided to include the DISTRICT and its officers, officials, employees, agents and volunteers as additional insured in the policy. It is agreed that insurance coverage provided by CONTRACTOR herein is endorsed as primary and noncontributory to any similar insurance or self-insurance carried by DISTRICT. The DISTRICT reserves the right to adjust its insurance requirements as needed.
 - b. Contractor ☐ WILL ☒ WILL NOT have significant contact with students. If applicable, proof of professional liability insurance, to include one million dollars (\$1,000,000.00) per occurrence for Sexual Abuse/Molestation is also required. If applicable, CONTRACTOR will comply with the provisions of Education Code 45125 regarding the submission of fingerprints to the California Department of Justice and the completion of criminal background investigations of the CONTRACTOR and/or its employees.

Contractor agrees to hold harmless and to indemnify District for:

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

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

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

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

AGREED:

Contractor Signature Title

IRS Identification Number

Title

Address

Tracy Unified School District

Date

Account Number to be Charged

Department/Site Approval

Budget Approval

Date Approved by the Board



MIND
RESEARCH INSTITUTE

5281 California Avenue, Suite 300
Irvine CA 92617
949-345-8700
866-569-7014
www.mindresearch.org

Created Date 11/4/2022
Quote Number 00010927
Expiration Date 4/30/2023
Partnership Manager Victor Rudd
Partnership Manager Email vrudd@mindresearch.org
Renewal Rep Mary Jane Smith
Renewal Rep Email mjsmith@mindresearch.org

Bill To WANDA HIRSCH ELEMENTARY SCHOOL
1280 DOVE DR
TRACY, CA 95376-8362

Ship To WANDA HIRSCH ELEMENTARY SCHOOL
1280 DOVE DR
TRACY, CA 95376-8362

Product	Quantity	Detail Description	Total Price
Renew ST Math Site Subscription (251+ Students)	1.00	Annual Renewal ST Math Site Subscription License: - Annual ST Math Software license for all students, teachers, and administrators (251+ Students Enrolled) - One (1) Professional Learning Offering - Access to ST Math Academy on-demand professional learning modules - Embedded program help and tutorials - Ongoing Minor Software Updates - Technical Support Via Email and/or Phone	USD 12,000.00

Subtotal USD 12,000.00

Grand Total USD 12,000.00

Prepared By Victor Rudd
Email vrudd@mindresearch.org

Please submit purchase orders:
By email: purchaseorders@mindresearch.org
By Fax: 1-866-569-7014
You can view our technical requirements [here](#).
Thank you for being an ST Math partner!

Thank you for being an ST Math partner! By submitting payment for quoted services, you agree to MIND Research Institute's Terms of Use as described at <http://www.mindresearch.org/misc/terms/>.

MIND Research complies with applicable state and federal laws and regulations and uses commercially-available measure to protect and maintain the security of any collected data. Our Privacy Policy can be found at <http://www.mindresearch.org/misc/privacy/>



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: December 13, 2022
SUBJECT: Approve Agreement for Contract Services with Sow A Seed to Facilitate “Too Good for Drugs” Curriculum to Students in Grades 5-7 During After School Hours as a Voluntary Program During the 2022-2023 School Year

BACKGROUND: San Joaquin County Office of Education will provide primary prevention services for substance use disorders (SUD). These will include strategies, services and initiatives directed at individuals who have not been determined to require SUD treatment to reduce both direct and indirect adverse personal, social, and health and economic consequences resulting from problematic alcohol and other drug (AOD) availability, manufacturing, distribution, promotion, sales and use.

Services will be designed to educate and counsel individuals on substance abuse and provide Activities to reduce the risk of such abuse by the individuals. Priority will be given to programs for populations that are at risk for developing a pattern of substance abuse and ensure that those Programs develop community-based prevention strategies.

Funds will support prevention services as detailed in the County’s Strategic Prevention Plan. Services will be provided to school-aged children and youth of all grade levels, parents and community members. The schools that will receive access to these services are as follows: Freiler Kelly, Poet, Williams, Bohn and Hirsch.

RATIONALE: Social and emotional interventions are a part of the multi-tiered system of supports, which TUSD uses as a framework to navigate student success. Per the SUDP, SJCOE has designated grades 5-7 to receive substance use prevention services during after school as a TUSD’s tier 1 intervention. Sow A Seed will receive training on the “Too Good for Drugs” curriculum, outreach to students in grades 5-7, and monitor the attendance and completion of the eight-week curriculum. This effort is in alignment with TUSD’s LCAP Goal #1: Prepare all students to be well-rounded individuals with eh knowledge and skills to pursue their college and/or career goals; and Goal #3: Apply fiscal operational and community resources to ensure a safe learning environment that supports staff and student goals.

FUNDING: The total cost for two (2) eight-week cycles of “Too Good For Drugs” curriculum will not exceed \$6,000.00. Services will be paid with the Substance Abuse Prevention and Treatment Block Grant through SJCOE.

RECOMMENDATION: Approve Agreement for Contract Services with Sow A Seed to Facilitate “Too Good for Drugs” Curriculum to Students in Grades 5-7 During After School Hours as a Voluntary Program During the 2022-2023 School Year.

Prepared by: Samia Basravi, Coordinator of Prevention Services

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and Sow A Seed, 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: Facilitate "Too Good for Drugs" curriculum to students in grades 5-7 during after school hours as a voluntary Tier 1 intervention, per the Substance Use Disorder Plan (SUDP), for a total of two (2) eight-week sessions during the 2022-2023 school year.
The schools that receive access to these services are as follows: Freiler, Kelly, Poet, Williams, Bohn, and Hirsch. Invoices will be paid with proof of services through collection of student attendance.

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

2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 72 () ☒ HOURS [] DAYS, under the terms of this agreement at the following location See Above.
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
 - a. District shall pay \$ 6,000.00 per [] HOUR [] DAY ☒ FLAT RATE, not to exceed a total of \$ 6,000.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
 - b. District [] SHALL ☒ SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ 0.00 for the term of this agreement.
 - c. District shall make payment on a ☒ MONTHLY PROGRESS BASIS [] SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.
4. The terms of the agreement shall commence on July 1, 2022, and shall terminate on June 30, 2023.
5. This agreement may be terminated at any time during the term by either party upon 30 days' written notice of termination delivered by certified mail, return receipt requested.

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

Contractor agrees to hold harmless and to indemnify District for:

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

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

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

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

AGREED:

Contractor Signature _____ Title _____

Tracy Unified School District _____

IRS Identification Number _____

Date _____

Title _____

Account Number to be Charged _____

Address _____

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: December 14, 2022
SUBJECT: Approve Overnight Travel for the Advanced Drama Students to Attend Disney: Behind the Scenes and Leadership Disney at the Disneyland® Resort in Anaheim, CA on April 20-23, 2023

BACKGROUND: The Kimball High School (KHS) Advanced Drama students would like to attend the Disney: Behind the Scenes and Leadership Disney at the Disneyland Resort in Anaheim, CA. Students will train and learn from cast members in the performing arts on April 20-23, 2023. Thirty-two (32) students will attend this event. They will travel to Anaheim after school on the afternoon of April 20 and will return home on April 23. Students will be transported by District approved parent volunteers in private vehicles. All drivers meet the district driving requirements. Supervision will be provided by the drama teacher, Geri Neylan, Principal Bill Maslyar and District approved parent volunteers. They will stay at the Tropicana Inn & Suites in Anaheim CA. Academic arrangements have been made for these students.

RATIONALE: As part of Kimball's commitment to improve and grow their student performers, staff would like the Advanced Drama students to have the opportunity to learn from a nationally recognized entertainment organization, Disney. The Performing Arts workshop is designed for all levels of actors; the workshop provides students with the building blocks of theatre, while exploring performance and storytelling techniques. Led by an industry show director or improvisational actor, the course focuses on tapping into the artist's unique voice, thereby discovering the tools to develop performance abilities. Students will also learn to build character, develop improvisational skills and maintain professionalism on the stage. This agenda request meets District Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or career goals.

FUNDING: There will be no cost to the district. The total cost per participant will be \$600, which includes training materials, park entrance and transportation. Funding for this trip will be paid through a combination of fundraising opportunities and personal funding for the participants electing to participate in this event.

RECOMMENDATION: Approve Overnight Travel for the Advanced Drama Students to Attend Disney: Behind the Scenes and Leadership Disney at the Disneyland® Resort in Anaheim, CA on April 20-23, 2023.

Prepared by: Mr. Bill Maslyar, Principal, Kimball High School.



HUMAN RESOURCES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: December 15, 2022
SUBJECT: Approve Resignations/Retirements/Leave of Absences for Classified, Certificated, and/or Management Employees.

BACKGROUND:

CERTIFICATED RETIREMENT

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
Ruiz, Ruperto Teacher	Duncan Russell	01/31/2023	Personal

BACKGROUND:

CERTIFICATED RESIGNATION

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
Newton, Richard Teacher	North Elementary	06/30/2023	Accepted STEM Learning Accelerator Coordinator position

BACKGROUND:

CLASSIFIED RETIREMENTS

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
Mora, Rafael Utility Person II	CES	12/31/2022	Personal

BACKGROUND:

CLASSIFIED RESIGNATION

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
Adamo, Jennifer IEP Para Educator	WHS	12/14/2022	Personal

Dissi, Faten	DR	12/14/2022	Accepted Teaching Position at Duncan Russell
Gonzalez, Adriana Food Service Worker	WHS	12/5/2022	Accepted Food Service Worker Position at West High School
Ibanez, Limayri Preschool Instructor	VES	2/4/2023	Personal
Vigil, Carmen School Supervision Assistant position	CES	12/4/22	Accepted Bilingual Para

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: December 15, 2022
SUBJECT: Approve Classified, Certificated, and/or Management Employment

BACKGROUND:

Newton, Richard

MANAGEMENT/CLASSIFIED
CONFIDENTIAL

District Wide
STEM Learning Accelerator Coordinator
(Replacement)
LME, Class 49, Step E, \$153,817.00
Fund: STEM Grant

BACKGROUND:

Dissi, Faten

CERTIFICATED

Duncan Russell
SDC M/M Teacher (Replacement)
"A" Class I, Step 1, \$32,795.00
Fund: Special Education

Harris-Massey, Shorikka

District Wide
SDC PreK Teacher (New)
"A" Class I, Step 1, \$30,967.00
Fund: Special Education

BACKGROUND:

Agarwal, Neha

CLASSIFIED

Para Educator I (New)
Jacobson
4 hours per day
Range 24, Step A - \$17.44 per hour
Fund: ELO Grant

Bates, Heather	Special Ed Para (New) North 7 hours per day Range 27, Step D - \$21.49 Fund: Special Education
Boone, Bonnie	Special Ed Para Educator (Replacement) Monte Vista 8 hours per day Range 27, Step B - \$19.55 per hour Fund: Special Education
Ceja, Ruben	Utility Person II (Replacement) MOT/Stein 8 hours per day Range 35, Step B - \$23.60 per hour Fund: General Fund
Celaya, Jocelyn	Special Ed Para Educator (Replacement) Tracy High 6.5 hours per day Range 27, Step B - \$19.55 per hour Fund: Special Education
DeSantiago, Alexander	Bus Driver (Replacement) MOT 8 hours per day Range 38, Step E - \$29.15 per hour Fund: Special Ed – Transportation
Gardea, Julia	Food Service Worker (Replacement) Stein School 2.5 hours per day Range 25, Step B - \$19.55 per hour Fund: Child nutrition – School Program
Gonzalez, Adriana	Food Service Worker (Replacement) West High School 4 hours per day Range 25, Step E - \$21.49 per hour Fund: Child nutrition – School Program
Guzman, Jesus	Irrigation/Grounds/Bus/Custodian (Replacement) MOT 8 hours per day Range 38, Step C - \$26.53 per hour Fund: Ongoing and Major Maintenance (75%); Special Ed transportation (25%)

Murillo, Harold	<p>Evening Secretary (Replacement) Tracy Adult School 8 hours per day Range 36, Step C – 25.29 + ND Fund: Adult Ed. (75%); PR 6390 Adult Ed. (25%)</p>
Potter, Kari	<p>School Supervision Assistant (Replacement) McKinley 1.5 hours per day Range 21, Step A - \$16.29 per hour Fund: General</p>
Reyes, Raymond	<p>Utility Person II (Replacement) MOT/Villa 8 hours per day Range 35, Step E - \$27.13 per hour Fund: General</p>
Ribali, Martina	<p>Bus Driver (Replacement) MOT 8 hours per day Range 38, Step E - \$29.15 per hour Fund: Special Ed - Transportation</p>
Soto, Jennifer	<p>Bilingual Para Educator (New) North 3.5 hours Range 24, Step B - \$18.25 per hour Fund: Child Care & Dev – Gain Mrkt Srvy</p>
Vazquez, Karla	<p>Para Educator I (Replacement) West High 8 hours per day Range 24, Step A - \$17.44 per hour Fund: ELO Grant</p>
Vigil, Carmen	<p>Bilingual Para Educator (Replacement) Monte Vista 6.5 hours per day Range 24, Step B - \$18.25 per hour Fund: IASA Title I Bas Grnts Low Inc</p>
Zamora, Sonia	<p>School Supervision Assistant (Replacement) Villalovo 2 hours per day Range 21, Step E - \$19.55 per hour Fund: General</p>

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, Assoc. Supt. Of Human Resources
DATE: December 14, 2022
RE: Approve Variable Term Waivers for Education Specialist Teacher(s)

BACKGROUND: For the 2022-2023 school year Tracy Unified School District will request a waiver for Education Specialist teacher(s). The waiver request is needed to allow the teachers additional time to pass the basic skills requirement, CBEST, exam.

RATIONALE: The District needs Board authorization to request the waiver. Our teachers will remain credentialed under a waiver for 2022-2023 school year allowing them additional time to complete the basic skills requirement. -

FUNDING: N/A.

RECOMMENDATION: Approve Variable Term Waivers for Education Specialist Teacher(s).

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

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

DECLARATION

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

Sarai Blassingame; Education Specialist; K-12

AYES:

NOES:

ABSTAIN:

ABSENT:

Board President

Date _____

ATTEST:

Board Vice President

Date _____



HUMAN RESOURCES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tammy Jalique, Assoc. Supt. Of Human Resources
DATE: December 7, 2022
RE: Approve a Declaration for a Provisional Internship Permit

BACKGROUND: In response to the phasing out of emergency permits, the California Commission on Teacher Credentialing instituted the use of the Provisional Internship Permit (PIP) effective July 1, 2005. It allows an employing agency to fill staffing needs by hiring individual(s) who have not yet met the subject matter competence requirement for an internship program. This permit can only be requested by the employing agency. The permits are issued for one year and service is restricted to that employing agency.

RATIONALE: The Provisional Internship Permit allows the employing agency to fill staffing needs by hiring individuals who have not yet met the subject matter competence requirement for an internship program. This agenda item meets District Goal #2: Hire, support, develop, train, and sustain district employees who create a singleness of purpose focused on maximizing students' academic, social, and emotional potential.

FUNDING: There is no cost to the District.

RECOMMENDATION: Approve a Declaration for a Provisional Internship Permit.

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

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

DECLARATION

The Governing Board of Tracy Unified School District declares that the District has elected to employee the following teacher under a Provisional Internship Permit. The individual will be provided orientation, guidance and assistance during the valid period of the permit. They will also be provided assistance to seek and enroll in subject matter training, if necessary, in an effort to pass the subject matter competency exam. Once the exam is passed, they will be eligible to enroll in an Internship program

Aimee Gates; Education Specialist; K-12

AYES:

NOES:

ABSTAIN:

ABSENT:

Board President

Date: _____

ATTEST:

Board Vice President

Date: _____



HUMAN RESOURCES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: August 23, 2021
SUBJECT: Approve Agreement for Special Contract Services with School Services of California, Inc.

BACKGROUND: School Services of California, Inc. provides technical assistance to school districts in a variety of areas, including position control functional review and human resources organization and efficiency assessment. As part of the District's desire to move to paperless, electronic processing of Human Resources functions, an organizational review will provide feedback and suggestions on how to make processes more efficient in the Human Resources and Business Services departments in moving toward this goal.

RATIONALE: School Services of California, Inc. personnel will provide to the district a review of current practices, suggestions for areas of improvement, and a proposed plan of implementation.

COST TO DISTRICT: Cost for the proposed scope of contract services is \$47,200 plus expense reimbursement. Additional support is available at a cost of \$310/hr. Total cost of the proposal and anticipated additional support will not exceed \$67,200.

FUNDING: Unrestricted, General Fund.

RECOMMENDATION: Approve Agreement for Special Contract Services with School Services of California, Inc.

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



December 14, 2022

1121 L Street

Suite 1060

Sacramento

California 95814

TEL: 916 . 446 . 7517

FAX: 916 . 446 . 2011

www.sscal.com

Ms. Tammy Jalique
Associate Superintendent of Human Resources
Tracy Unified School District
1875 West Lowell Avenue
Tracy, CA 95376

Dear Ms. Jalique:

School Services of California Inc. (SSC) is pleased to respond to Tracy Unified School District's (District) request for a proposal for an Organizational Review of the Human Resources Department. Our staff is qualified to provide an expert, impartial analysis of the operational issues affecting the District.

Organizational Review

Issues to be considered during the Organizational Review of Human Resources Department will include:

- An evaluation of the effectiveness and efficiency of the current organizational structure
- Identification and analysis of the functions performed by each position in the department, including the identification and suggested elimination of duplicated or unnecessary work and assigning/reassigning work duties where appropriate
- Detailed recommendations that may include changes in the administrative structure and/or staffing
- Identification of ways to better integrate and coordinate the functions under review within the Human Resources Department, and with the Business Services department as applicable

The project will address the following:

- Human Resources Department organizational structure, culture, and staffing (including position analysis)

- Human resources general policies and procedures, including identification of annual regular activities, staff training/development, and communication practices

The following functions will be analyzed from the joint perspective of the Human Resources and the Business Services Departments to examine the functions, processes, and staff assignment and capacity:

- Position control
- Recruitment, selection, hiring, and onboarding

We approach every Organizational Review as objective outsiders with only one interest in mind—to ensure that the findings and recommendations are supportive of positive change that is measurable by improved organizational performance.

Our approach is results oriented, both in the way we conduct our work and in the criteria we use to assess and evaluate the organizations we review. Our review process assesses how well organizations are aligned to meet their business requirements (mission, goals, and objectives).

Resources are the people, dollars, and support that an organization has at its disposal. In the case of the District, the focus of this review will be on the resources available within the Human Resources Department. Activities are the things that are done with those resources. Outputs refer to the results of activities. We work to identify areas where gaps exist and isolate the reasons behind them. Recommendations are developed to support improvement that is focused on results.

We rely on the following sources of information to support our work:

- **District Staff.** Interviews with the administrators and staff in the Human Resources Department, Business Services Department staff with a role in the functions under review, District administrators, and select staff at the school sites will be used to gather input regarding their understanding of the Human Resources Departments' mission, vision, and goals; business processes; workload targets, indicators, and measures; distribution of time to tasks; responsibilities; authority; and relationships with and dependencies on other District units.
- **Existing Documentation.** This process may include the review and analysis of strategic plans; goals and objectives; existing operational policies and procedures, including desk manuals (if available); job descriptions; organizational charts; annual budgets; administrative regulations; board policies; and audit reports.

Following is an overview of the major task areas that comprise the study activities.

Step 1: Project Orientation

This step will be critical for establishing clear expectations for the project and ensuring that our plan for the work will meet the District's needs. An initial conference call with District project leader(s) will be held to review the study's scope, objectives, and approach; revise the proposed work plan as needed; and develop a protocol for future communication. We recognize that the success of this project is dependent on regular communication with the District, and we will work collaboratively and communicate regularly with the project leader(s) to ensure that project goals are met.

We will also gather background information, such as existing operational policies and procedures, relevant data, job descriptions, and organizational charts, to prepare for subsequent interviews and meetings with District staff.

Step 2: Organizational Review

This step will consist primarily of interviews with District administrators and staff in the Human Resource Department and staff in the Business Services Department with a role in the areas under review, as well as other District administrators and select school site staff.

The interviews will focus on obtaining an understanding of the organizational business requirements, the job content of each position in the Human Resources Department and positions within the Business Services Department with a role in the functions under review, corresponding placement within the current organizational structure, and efficiency issues of importance to the supervisor and the position's current incumbent. District leadership personnel and Business Services and Human Resources Department staff should come prepared to discuss their placement within the organization, key duties, and any other ideas they may have on what works or does not work under the current organizational structure related to the functions under review.

Key documents referenced in Step 1 will also be analyzed during this step to gain a complete understanding of workload and functions.

Step 3: Assessment of Current Organizational Structure and Formulation of Recommendations

We will review the data collected in Steps 1 and 2 to formulate recommendations for organizational and procedural changes aimed at improving the overall efficiency and effectiveness of the Human Resources Department. Questions and facts to be considered will include:

- How might the organizational structure be improved to meet workload demands?
- Are the current positions the best to carry out required tasks effectively?

- Are the functions under review properly allocated between staff positions in the Business Services and Human Resources Departments, and do these arrangements provide for proper segregation of duties and adequate internal controls?
- Does effective communication and collaboration related to the functions under review exist between the Business Services and Human Resources Departments and other departments and school sites, and what might be improved?
- What are the functions within the Human Resources Department that require procedural implementation or modification?
- How might duties be combined for effectiveness and efficiency?
- Are there services that should be provided by the Human Resources Department, but are not due to the organizational structure or past practices?
- How might reorganization of the Human Resources Department structure or changes in policies and procedures affect services provided (related to the functions under review) to the other District departments, school sites, students, and employees?

Our report will include a review of the professional standards related to each study area followed by an analysis of the District's practices relative to the identified standards. We will discuss the preliminary study results with the Associate Superintendent of Business Services and the Associate Superintendent of Human Resources or designee.

Step 4: Consultant's Report

Our report is expected to be organized in the following manner:

- **Overall Observations:** Synopsis of the Organizational Review results.
- **Review Objectives and Methodologies:** Detailed discussion of the review objectives in relation to key organizational issues identified. This section will also include an overview of our methodology in conducting the review.
- **Assessment of Current Organizational Structure and Recommendations:** Description of the existing organizational structure, functional areas required by the District, along with any recommended changes. This section will include results of the interviews, review of key documents, and observations, such as (1) misalignment between functional needs and organizational structure, (2) identification of inefficiencies and duplication of work, and (3) other noted findings such as staff training. Recommendations related to specific policies and procedures and process workflows will be also provided.

- **Implementation Plan:** An implementation plan for the recommendations provided in the report will be developed in conjunction with the District. The implementation plan will organize the recommendations into prioritized categories in order to acknowledge immediate and necessary changes recommended, and to provide a suggested order of implementation, especially in cases where recommendations may be related or build upon other recommendations.

Step 5: Final Report

The results of any consulting study must be a working tool for the agencies we serve. Once the District has had an opportunity to review the initial draft report, we recommend a video or teleconference with SSC staff and the Associate Superintendent of Human Resources, or designee, to discuss the draft report and receive the District's feedback prior to finalizing the Organizational Review report.

Project Timeline

The review will commence at an agreed-upon date shortly after the approval and return of the signed contract to SSC. We expect to spend two to three days interviewing staff. The draft report is expected to be completed within six to eight weeks after the field work is completed and all requested documentation from the District. The final report will be completed on a mutually agreed-upon schedule.

Follow-Up Support

Following the delivery of the final report, members of our team will also be available to engage in an interactive two-hour training session to discuss the findings and recommendations to leadership and staff in the Human Resources and Business Services Departments as appropriate. The session will focus on the review of the report, execution of the implementation plan, determination of resources required to implement recommended changes, and accountability structures. Training objectives will be established with the Associate Superintendent of Human Resources prior to the training session.

SSC's Consultants

Staff for this project will be managed by two to three consultants from SSC. Each portion of the project will be led by a member of our firm with special expertise in the assigned area:

Danyel Conolley, Director, Management Consulting Services, has many years of school district administrative experience in the areas of human resources management and labor relations. Danyel has extensive experience in all aspects of school district operations and brings expertise in

employee recruitment and selection, professional learning and development, employment and personnel management, compensation and employee benefits, workplace investigations, facilitation, and collective bargaining expertise to School Services of California Inc. Danyel holds a Bachelor of Psychology with a minor in Women's Studies from Humboldt University. She also earned a Master of Human Resource Management from National University. For more than 18 years, Danyel has served school districts in California and most recently served as the Senior Director of Human Resources at Woodland Joint Unified School District.

Brianna García, Vice President, has worked with school districts to strengthen their organizations by conducting organizational reviews, comparative analyses of school district resources and staffing, facilities reviews, and charter petition reviews. She has provided guidance to and completed studies for school districts looking to reorganize and those seeking to consolidate or surplus school sites through the 7–11 process. Brianna has extensive experience related to planning and development of public school facilities, including charter schools and Proposition 39 (2000). She has more than 15 years of professional experience in public K–12 education, has worked as a Facilities Development Manager for the Los Angeles Unified School District, and has completed the University of Southern California Rossier School of Education School Business Management Program earning designation as a certified Chief Business Official. Brianna graduated from the University of Southern California with a Bachelor of Architecture, a Master of Planning, and a Master of Real Estate Development.

John Gray, President and CEO, contributes tremendous practical experience to the management consulting team and serves the clients of School Services of California Inc. (SSC) by conducting fiscal health analyses, providing collective bargaining assistance, preparing multiyear financial projections, performing school district efficiency studies, conducting internal control reviews, administering district office organizational reviews, and directing executive search services. John is an established speaker for the California Association of School Business Officials (CASBO), the Association of California School Administrators (ACSA), and the California School Boards Association (CSBA) and routinely presents at their events and conferences. He is an instructor at the University of Southern California Rossier School Business Management Certificate program, the CSBA Masters in Governance program, and the CASBO Chief Business Official Certification courses. He also served as Chairman of the Board for EdSource. Prior to joining SSC, John served as the Director of Fiscal Services for Fresno Unified School District. John received his Bachelor of Science in Accounting from California State University, Fresno, and a Master of Administrative Leadership from Fresno Pacific University.

Dave Heckler, Director, Technology and Governmental Relations, provides clients with valuable information on what is happening in the State Capitol regarding legislative and State Budget matters. Dave also shares his expertise in education funding as a consultant to several statewide education coalitions, providing detailed revenue analyses and funding projections for special education. Prior to joining SSC, Dave served in the legislative and constituent affairs office

for the Secretary of State and represented the Secretary before policy committees. In addition, while working in the Legislature, one of Dave's major accomplishments was successfully working out various changes to the 2005 federal special education conformity bill (Assembly Bill 1662 [Chapter 653/2005]). Dave is a graduate of California's public school system and received his Bachelor of Arts degree from San Jose State University.

Linette Hodson, Director, Management Consulting Services, has 32 years of experience in public education, including 18 years at an executive cabinet level. In each and every role, her focus has always been to improve educational outcomes for students. She has spent the past decade in a Chief Business Official (CBO) role; and as CBO, she had direct oversight of the human resources department, including serving as the lead negotiator for more than 15 years. Linette also spent more than 10 years as an Assistant Superintendent of Student Services/Special Education. Her career path includes being an elementary school teacher, curriculum resource teacher, and site administrator. Linette has extensive training and experience in collaboration and leadership building strategies, including: alternative dispute resolution, administrator coaching, facilitation, interest-based bargaining, and implementation strategies. Linette received a Bachelor of Arts degree in Elementary Education from Central College in Pella, Iowa, and a master's degree in Education Administration from California State University, Bakersfield.

Wendi McCaskill, Director, Management Consulting Services, has two decades of broad experience in K-12 education finance and fiscal policy. Wendi is an expert in the attendance accounting and instructional time requirements of local educational agencies (LEAs), which play a critical role in independent study as well as the Local Control Funding Formula, other apportionments for LEAs, and the impacts of emergencies such as fires, floods, and the pandemic on LEA budgets. Immediately prior to joining School Services of California Inc. (SSC), she served as the Associate Director of the School Fiscal Services Division at the California Department of Education (CDE) where she oversaw the apportionment of over \$50 billion to LEAs through the Principal Apportionment and the CDE's guidance on attendance accounting and instructional time. Wendi holds a Bachelor of Arts and a Master of Arts in Political Science, both from San Francisco State University.

Anjanette Pelletier, Director, Management Consulting Services, brings 25 years of special education experience to School Services of California Inc. (SSC), including program development, professional learning networks, Alternative Dispute Resolution training, and expertise in special education legislation and fiscal policy. She has advanced training in dispute prevention, resolution techniques, and facilitation strategies, and uses these skills to lead professional learning and improvement teams. Anjanette is a Licensed Educational Psychologist and has supported local educational agencies (LEAs) in roles from school psychologist to Associate Superintendent for the San Mateo County Special Education Local Plan Area (SELPA). She obtained a Bachelor of

Science in Psychology from the University of California, Berkeley, and a Master of Science in Clinical Child and School Psychology from the California State University, Hayward.

Matt Phillips, CPA, Director, Management Consulting Services, provides support to school districts for fiscal-related matters such as budget reviews, salary schedule analyses, organizational reviews, and negotiations, including factfinding services. He also participates in presenting workshops across the state on a variety of topics including collective bargaining, district budgeting, federal compliance, and auditing. His accounting and auditing background, experience working in a school district, attainment of Certified Public Accountant license, and completion of the Fiscal Crisis & Management Assistance Team Chief Business Official (CBO) Mentor Program resulting in the California Association of School Business Officials (CASBO) CBO certificate all provide the foundation for his expertise. Matt graduated from the California State University, Chico, with a Bachelor of Business Administration with emphasis in Accounting.

Charlene Quilao, Assistant Director, Management Consulting Services, brings over a decade of experience to School Services of California Inc. (SSC), providing extensive technical and professional services to local school agencies and community colleges to help them implement and maintain effective and efficient operations. As an integral member of SSC's Management Consulting Services team, Charlene prepares research and data analysis in order to conduct organizational reviews, efficiency studies, comparative analyses of school district resources and staffing, special education studies, total compensation studies, statewide workshops, informative publications, and other client services. Charlene received her bachelor's degree from San Francisco State University, focusing on social sciences and research and is an American Bar Association Certified Paralegal.

Suzanne Speck, Executive Vice President, provides support to school districts, county offices of education, and community college districts in governance, management, collective bargaining, employer-employee relations, human resources, special education, and general consulting. Before joining School Services California Inc. (SSC) in 2009, Suzanne served school districts in California for more than 20 years as a special education teacher, principal, and assistant superintendent of human resources. She brings a wealth of experience in the area of employment, personnel management, strategic planning, and organizational development. She served on the Fiscal Crisis and Management Assistance Team for human resources in South Monterey Joint Union High School District, Compton Community College District, and Inglewood Unified School District. Suzanne has received advanced training in mediation and facilitation strategies and also has extensive experience leading large and small groups on various topics, including strategic planning, special education allocation plan development, budget advisory committees, and health benefit committees. As a seasoned and skillful facilitator, she is often asked to lead governance teams in the evaluation of superintendents, to mediate conflicts between individual employees and/or groups of employees, and to assist local educational agencies in building more collaborative labor relations.

Kathleen Spencer, Vice President, works with school districts, charter schools, county offices of education, and community colleges to implement effective and efficient operations through innovative strategies. She serves educational agencies in strengthening operations and resource management through organizational reviews, shared services and efficiency studies, budget reviews, comparative analyses of school district resources and staffing, total compensation studies, and facilities reviews. She specializes in the impacts of federal health care reform and the demands on employers to provide cost effective and legally compliant benefits. Kathleen also provides negotiations support to local educational agencies (LEA) and has prepared and presented many school district factfinding cases, resulting in positive and improved labor relations for both the LEA and employee group. Kathleen received her bachelor's degree from California State University, Sacramento, focusing on social sciences and research.

Teddi Wentworth, Assistant Director, Management Consulting Services, brings extensive human resources (HR) management and operations experience to School Services of California Inc. (SSC). Prior to working for SSC, Teddi served California local educational agencies for over 14 years in various HR roles. Teddi has expansive, relevant knowledge of classified and certificated employment practices along with experience in project development and implementation, negotiations and bargaining support, position control, and employee leave management. Teddi supports SSC's HR Network and executive searches. Additionally, she conducts organizational reviews, comparative studies, and other client services as a part of the HR team at SSC.

Project Fees

We propose conducting this project for \$47,200, plus expenses, relative to completion of this project. Expenses are defined as actual, out-of-pocket expenses, such as travel, meals, shipping, and duplication of materials.

If meetings or presentations are required that are not described in this proposal, a charge of \$310 per hour, per consultant will be billed in addition to actual and reasonable expenses. We will submit monthly billings for services associated with this project.

After reviewing the proposal, if you decide that the proposed scope should be expanded or contracted, we would be happy to make modifications and provide a revised fee. If the proposal meets with your approval, please let us know and we will send you the finalized proposal and Agreement for Special Services via DocuSign for signature. Our proposal is valid for 60 days from the date of this letter.

Ms. Tammy Jalique

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Tracy Unified School District—Proposal for an Organizational Review

December 14, 2022

We appreciate the confidence you have in our firm and look forward to working with the District on the upcoming Organizational Review of the Human Resources Department.

Sincerely,



Kathleen Spencer
Vice President

Enclosure

Client Name: Tracy Unified School District
Client# 25600/S65W

P.O. # _____

AGREEMENT FOR SPECIAL SERVICES

Consulting Services

This is an Agreement between the **CLIENT**, as defined above, and **SCHOOL SERVICES OF CALIFORNIA INC.**, hereinafter referred to as "Consultant," entered into as of December 14, 2022.

RECITALS

WHEREAS, the Client needs assistance regarding an Organizational Review of the Human Resources Department; and

WHEREAS, the Consultant is professionally and specially trained and competent to provide these services; and

WHEREAS, the authority for entering into this Agreement is contained in Section 53060 of the Government Code and such other provisions of California law as may be applicable;

NOW, THEREFORE, the parties to this Agreement do hereby mutually agree as follows:

1. The Consultant agrees to assist the Client with an Organizational Review of the Human Resources Department.
2. The Client agrees to pay the Consultant the amount of \$47,200, plus expenses, upon receipt of billing from the Consultant.
 - a. "Expenses" are defined as actual, out-of-pocket expenses, such as travel, meals, shipping, and duplication of materials.
 - b. If meetings or presentations are required that are not described in our proposal, a charge of \$310 per hour, per consultant will be billed in addition to actual and reasonable expenses.
3. This Agreement shall be for the period commencing December 14, 2022, and terminating October 31, 2023. It may be terminated at any time prior to October 31, 2023, by either party on 30 days' written notice. In case of cancellation, the Client shall be liable for any costs accrued to date of cancellation.

5. It is expressly understood and agreed to by both parties that the Consultant, while carrying out and complying with any of the terms and conditions of this Agreement, is an independent contractor and is not an employee of the Client.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as indicated below:

By: _____
Tammy Jalique
Associate Superintendent of Human Resources
Tracy Unified School District

Date: _____

By: _____
Kathleen Spencer
Vice President
School Services of California Inc.

Date: _____



ADMINISTRATIVE SERVICES MEMORANDUM

TO: Board of Education
FROM: Dr. Rob Pecot, Superintendent
DATE: December 19, 2022
SUBJECT: Add/Remove Committees and Appoint Representatives if Applicable

BACKGROUND: Education Code Section 35143 requires the governing board of each school district to hold an annual organizational meeting. In a year in which a regular election for governing board members is held in our district, the meeting shall be held on a day within a 15-day period that commences with the date upon which an elected governing board member takes office. Organizational meetings, in years in which no such regular election for governing board members is conducted, shall be held during the same 15-day period on the calendar. This year the 15-day period will commence on December 10. Districts that have regular meetings between December 10 and December 25 can comply with the Education Code requirement by placing this matter on its agenda. The day and time of the annual meeting shall be selected by trustees at its regular meeting immediately prior to the first day of such 15-day period.

RATIONALE: On Tuesday, December 13, 2022, the Tracy Unified School District Board of Trustee's held their regular meeting which complies with the Education Code requirement for holding the annual organizational meeting. During this meeting, the board agreed to postpone filling some potentially outdated committees to determine if there may be other committees better suited to meet the current needs of the District. The following committees will be considered for either abolition or replacement: Charter Schools, Facility Use Policy Review, Tracy Learning Center/Ad Hoc Board Member.

FUNDING: N/A.

RECOMMENDATION: Add/Remove Committees and Appoint Representatives if Applicable.

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



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: December 7, 2022
SUBJECT: Adopt Resolution No. 22-06 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 2023-2024 School Year and to Authorize Designated Personnel to Sign Contract Documents

BACKGROUND: Tracy Unified School District operates State Preschool Programs on the 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 2023-2024 school year. The California Department of Education has replaced the requirement of Board Approved contracts at the end of each school year with approval of the Continued Funding Application. 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 \$362,770 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. 22-06 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 2023-2024 School Year and to Authorize Designated Personnel to Sign Contract Documents.

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



**TRACY UNIFIED SCHOOL DISTRICT
RESOLUTION No. 22-06
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 2023-2024, AND TO AUTHORIZE DESIGNATED
PERSONNEL TO SIGN CONTRACT DOCUMENTS.**

WHEREAS, the Tracy Unified School District operates State Preschool Programs on the North, South West Park, and Villalovoz School campuses for which the District receives State funding; and

WHEREAS, the California Department of Education requires Governing Board approval of the resolution authorizing the District to enter into a contract renewal to receive this State funding; and

WHEREAS, the authorized signatures for this contract are Tania Salinas, Associate Superintendent of Business Services and Dr. Mary Petty, Director of Continuous Improvement, State & Federal Programs.

NOW, THEREFORE BE IT RESOLVED, that the *Tracy Unified School District Board of Education* does hereby approve 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 2023-2024 school year and to authorize designated personnel to sign contract documents.

PASSED AND ADOPTED this 10th day of January 2023 by the Board of Trustees of the Tracy Unified School District by the following vote:

AYES:

NOTES:

ABSENT:

ABSTAIN:

**President
Board of Trustees
Tracy Unified School District**

Attested:

I certify that the foregoing resolution was adopted by the Board of Trustees of the Tracy Unified School district, County of San Joaquin, on the date shown above.

Clerk
Board of Trustees
Tracy Unified School District



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: December 14, 2022
SUBJECT: Adopt Revisions to Board Policy 5141.21 Administering Medications and Monitoring Health Conditions (Second Reading)

BACKGROUND: Deaths from prescription painkillers (opioid or narcotic pain relievers) have reached epidemic levels, and that a crucial mitigating factor involves the nonmedical use of prescription painkillers. Many of these deaths are preventable through the timely provision of an inexpensive, safe and effective drug, an opioid antagonist, along with the summoning of emergency responders.

RATIONALE: Naloxone is a medication that works almost immediately to reverse opiate overdose. Naloxone is currently a prescription drug but is not a controlled substance. It has few known adverse effects, no potential for abuse, and can be rapidly administered through intramuscular injection or nasal spray. While most professional first responders and emergency departments are equipped with naloxone, emergency service providers may not arrive in time to revive overdose victims. Trained and equipped bystanders such as School Administrators, Teachers, and office staff can effectively respond and reverse an opioid overdose. Given the success of bystander naloxone programs, the CDC and the World Health Organization have recommended expanding the availability of naloxone to lay people.

The intent of this policy is to provide guidance to the administration of naloxone hydrochloride or another opioid antagonist to school nurses and trained personnel who have volunteered, and school nurses or trained personnel may use naloxone hydrochloride or another opioid antagonist to provide emergency medical aid to persons suffering, or reasonably believed to be suffering, from an opioid overdose

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

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

Prepared by: Jason Noll, Director of Student Services.

ADMINISTERING MEDICATION AND MONITORING HEALTH CONDITIONS

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

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

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

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

Opioid Overdose

The Governing Board recognizes that school districts, county offices of education or charter schools may provide naloxone hydrochloride or another opioid antagonist to school nurses and trained personnel who have volunteered and school nurses or trained personnel may use naloxone hydrochloride or another opioid antagonist to provide emergency medical aid to persons suffering, or reasonably believed to be suffering, from an opioid overdose

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

Anaphylactic Injections

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

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proper form is required.

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

HEALTH CONDITIONS (Continued)

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

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

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

The principal or designee shall prepare a list naming the student who may need emergency anaphylactic injects. This list shall be given to all concerned staff and updated annually. The principal or designee shall post, in the school health office, a list of symptoms usually associated with anaphylactic reactions and a clear, specific procedure for administering injections in case of emergency. If authorized staff are not available at the time of an emergency, this written procedures will be followed by anyone who must administer the injection in order to save a life.

Legal Reference:**EDUCATION CODE**

49407	Liability for treatment
49408	Emergency information
49423	Administration of prescribed medication for student
49423.5	Specialized health care services
49426	School nurses
49480	Continuing medication regimen; notice

BUSINESS AND PROFESSIONS CODE

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