

NOTICE
REGULAR MEETING OF THE GOVERNING BOARD
TRACY UNIFIED SCHOOL DISTRICT
APRIL 9, 2024

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

TUSD board meetings are held in person.

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

TIME: 6:40 PM Closed Session
7:00 PM Open Session

A G E N D A

- | | | |
|------------|---|----------------|
| 1. | Call to Order | Pg. No. |
| 2. | Roll Call – Establish Quorum
Board: S. Abercrombie, O. Alexander, R. Fagin, L. Hawkins, Z. Hoffert, N. Kahlon, 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. | |
| 3.2 | Educational Services:
3.2.1 Finding of Facts: 23/24#56, 23/24#57, 23/24#58
Action: Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain___
3.2.2 Reinstatements: AR#23-24/#18, AR#23-24/#19, AR#23-24/20
Action: Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain___
3.2.3 Early Graduation: WHS #10327002, KHS#10352970
Action: Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain___ | |
| 3.3 | Human Resources:
3.3.1 Consider Leave of Absence Requests for Certificated Employees: #UC-1373, #UC-1374, Pursuant to Article XX
Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain___
3.3.2 Consider Unpaid Leave of Absence for Certificated Employee #UC-1375
Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain___
3.3.3 Consider Non-renewal of Coach Contracts for Employees #UCL- 480, 481, 482, 483, 484, 485
Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain___
3.3.4 Consider Public Employee/Employment/Discipline/Dismissal/Release Government Code §54957
Action: Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain___ | |

- 3.3.5 Conference with Labor Negotiators
Government Code §54957.6
Agency Negotiator: Tammy Jalique, Associate Superintendent of
Human Resources
Employee Organization: CSEA, TEA

4. Adjourn to Open Session

5. Call to Order and Pledge of Allegiance

6. Closed Session Issues:

6a Action Taken on Finding of Facts: 23/24#56, 23/24#57, 23/24#58

3.2.1

Action: Motion ____ Second ____ **Vote:** Yes ____; No ____; Absent ____; Abstain ____

6b Report Out of Action Taken on Reinstatements: AR#23-24/#18, AR#23-24/#19,

3.2.2 AR#23-24/20

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

6c Report Out of Action Taken on Early Graduation: WHS #10327002,

3.2.3 KHS#10352970

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

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

3.3.1 Certificated Employees: #UC-1373, #UC-1374, Pursuant to Article XX

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

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

3.3.2 Certificated Employee #UC-1375

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

6f Report Out of Action Taken on Consider Non-renewal of Coach Contracts for

3.3.3 Employees #UCL- 480, 481, 482, 483, 484, 485

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

7. Approve Regular Minutes of March 26, 2024

1-7

Action: Motion ____; Second ____ **Vote:** Yes ____; No ____; Absent ____; Abstain ____

8. Student Representative Reports:

8.1 Tracy High School FFA: Tanner Araujo, Jake Hallen

8.2 West High School FFA: Angelina Cruz, Nicolle Guadarrama

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

9.1 Recognize the Outstanding Employees of the Spring Term for the 2023-2024 School Year **8**

9.2 Recognize Tracy High School and Williams Middle School for receiving the ASCA Model Program (RAMP) Designation

9.3 Recognize Jonathan Raman for Receiving the CMEA Ernest R. Yee Illuminating Culture Award

9.4 Recognize Cameron Chitwood for Receiving the Outstanding Service Award from the California Association of Directors of Activities (CADA)

9.5 Kimball High School

10. Information & Discussion Items: An opportunity to present information or reports concerning items that maybe considered by Trustees at a future meeting. None.

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

12. PUBLIC HEARING: None.

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

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

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

13.1 Administrative & Business Services:

- | | | |
|---------------|---|--------------|
| 13.1.1 | Accept the Grant Funding offered by the San Joaquin Valley Air Pollution Control District through the Charge Up! Program | 9 |
| 13.1.2 | Accept the Generous Donations from the Various Individuals, Businesses, and School Site Parent Teacher Associations Listed Herein with Thanks and Appreciation from the Staff and Students of the Tracy Unified School District | 10-11 |
| 13.1.3 | Approve Entertainment, Assembly, Service, Business and Food Vendors | 12-13 |
| 13.1.4 | Ratify Routine Agreements, Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda | 14-15 |

13.2 Educational Services:

- | | | |
|---------------|--|--------------|
| 13.2.1 | Approve Agreement for Special Contract Services with Solution Tree/Tim Brown and Monte Vista Middle School for Professional Development on August 2, 2024 for the 2024 – 2025 School Year | 16-22 |
| 13.2.2 | Approve Agreement for Contract Services between Parent Institute for Quality Education (PIQE) and North School for the remainder of the 2023-2024 School Year | 23-28 |
| 13.2.3 | Receive Update on Quarterly Williams Uniform Complaint Report for the Quarter Ending April 15, 2024 | 29-30 |
| 13.2.4 | Approve to Increase Funding for Non-Public School (NPS) Sierra Vista Child & Family Services (Kirk Baucher) Master Contract, for the Remainder of the 2023-2024 School Year (Separate Cover) | 31 |
| 13.2.5 | Ratify Master Contract for Non-Public School (NPS) Spectrum Center for the Remainder of the 2023-2024 School Year (Separate Cover) | 32 |
| 13.2.6 | Approve Tracy Charter School Summer Program 2024 | 33-34 |
| 13.2.7 | Approve Renewal Quote for site license with IXL Learning and Duncan Russell Community Day School from May 12, 2024 to May 12, 2025 | 32-36 |
| 13.2.8 | Approve the District Summer Programs 2024 | 37-38 |

- 13.2.9** Approve Out of State Travel for the Tracy High School Counseling Team, Williams Middle School Counseling Team, and 2 Principals to attend the ASCA Annual Conference in Kansas City, Missouri on July 13-16, 2024 **39-40**

13.3 Human Resources:

- 13.3.1** Accept Resignations/Retirements/Leave of Absences for Classified, Certificated, and/or Management Employment **41-43**
- 13.3.2** Approve Classified, Certificated, and/or Management Employment **44-46**
- 13.3.3** Acknowledge Receipt of California School Employee Association Sunshine Proposal for the 2024-2025 School Year **47-49**

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

14.1 Administrative & Business Services:

- 14.1.1** Consider Claim No. 623725 **50**
- Action:** Motion___; Second___. **Vote:** Yes___; No___; Absent___; Abstain___.
- 14.1.2** Adopt New Board Policy and Acknowledge New Administrative Regulation 3552 Summer Meal Program (First Reading) **51-55**
- Action:** Motion___; Second___. **Vote:** Yes___; No___; Absent___; Abstain___.
- 14.1.3** Adopt New Board Policy and Acknowledge New Administrative Regulation 3550 Food Service/Child Nutrition Program (Second Reading) **56-58**
- Action:** Motion___; Second___. **Vote:** Yes___; No___; Absent___; Abstain___.
- 14.1.4** Accept revised Board Policy and Administrative Regulation 3554 Other Food Sales and Board Policy 3555 Nutrition Program Compliance (Second Reading) **59-73**
- Action:** Motion___; Second___. **Vote:** Yes___; No___; Absent___; Abstain___.

14.2 Educational Services: None.

14.3 Human Resources:

- 14.3.1** Approve New Job Description and Salary for Expanded Learning Programs Coordinator (ELO-P Grant Funded) **74-77**
- 14.3.2** Approve Revised Job Description for Coordinator of Instructional Services and Curriculum **78-80**

- 15. Board Reports:** An opportunity for board members to discuss items of particular importance or interest in the district.

- 16. Superintendent's Report:** An opportunity for the superintendent to share matters of special interest or importance which are not on the board agenda and/or special presentations of district programs or activities.

17. Board Meeting Calendar:

- 17.1** April 23, 2024
- 17.2** May 14, 2024
- 17.3** May 28, 2024
- 17.4** June 11, 2024

18. Upcoming Events:

18.1	May 27, 2024	No School, Memorial Day
18.2	May 31, 2024	Last Day of School
18.3	August 5, 2024	First Day of School

If requested, the agenda shall be made available in appropriate alternative formats to persons with a disability. To make this request, please telephone the Superintendent's Office at 209.830.3201. If any person with a disability needs a disability-related modification or accommodation, including auxiliary aids or services, he/she should also contact the Superintendent's Office at least 24 hours prior to the meeting.

**Minutes of
Regular Meeting of the Governing Board
For Tracy Unified School District
Held on Tuesday, March 26, 2024**

- 6:30 PM:** 1-3. President Abercrombie called the meeting to order and adjourned to closed session.
- Roll Call:** 4. Board: S. Abercrombie, O. Alexander, R. Fagin, Z. Hoffert, N. Kahlon, J. Silcox
Absent: L. Hawkins, Z. Hoffert
Staff: R. Pecot, T. Salinas, T. Jalique, S. Smith. Absent: J. Stocking
- 7:02 PM** 5. President Abercrombie called the Tracy Unified School District Board of Education to order and led those present in the Pledge of Allegiance.
- Closed Session:**
- 6a Report Out of Action Taken on Public Services or Facilities Security
- 3.1.1 Review and Approval of Tactical Response Plan
Government Code §54957(a)
Education Code §32281(f)(3)
School Site Safety Plan for the 2024-25 School Year (Separate Cover)
Action: **Vote:** Yes-5; No-0; Absent-2 (Hawkins, Hoffert).
- 6b Action Taken on Finding of Facts: 23/24#36, 23/24#38, 23/24#40,
- 3.2.1 23/24#42, 23/24#43, 23/24#44, 23/24#45, 23/24#46, 23/24#47,
23/24#48, 23/24#50, 23/24#51, 23/24#52, 23/24#53, 23/24#54
Action: Approved as Amended. Silcox, Fagin **Vote:** Yes-5; No-0; Absent-2
(Hawkins, Hoffert).
- 6c Report Out of Action Taken on Reinstatements: AR#23-24/#15, AR#23-
- 3.2.2 24/#16, AR#23-24/#17
Action: **Vote:** Yes-5; No-0; Absent-2 (Hawkins, Hoffert).
- 6d Report Out of Action Taken on Board Waivers: THS #10324211
- 3.2.3
Action: **Vote:** Yes-5; No-0; Absent-2 (Hawkins, Hoffert).
- 6e Report Out of Action Taken on Early Graduation: TISCS # 10340619,
- 3.2.4 TISCS#10359119, WHS #10354618
Action: **Vote:** Yes-5; No-0; Absent-2 (Hawkins, Hoffert).
- 6f Report Out of Action Taken on PE Exemptions: THS #10324430
- 3.2.5
Action: **Vote:** Yes-5; No-0; Absent-2 (Hawkins, Hoffert).
- Minutes:** 7. Approve Regular Minutes of February 27, 2024.
Action: Kahlon, Alexander **Vote:** Yes-5; No-0; Absent-2 (Hawkins, Hoffert).
- Audience:** Miquel Romo, Debra Hartenstein, Gary Henderson, Major Roundtree, Lori Nelson, Ann Herrington, Bond Cashmere, Robert Rickman, Bobbie Etcheverry, Shirley Pelligri, Traci Mitchell, Marlene Hepner, Bill Maslyar, Monica Hill, Albert Strong, Tanya Calderon, Jen Hoffman, Mary Petty, Bob Brownne, Deborah Coker

**Student Rep
Reports:**

8.1 Kimball High: Kaylee Woodall provided exciting updates. Kimball hosted "Lift Up" last Friday. This was a school wide event where students lip synced throughout the school showing off their clubs and sport, and other extra curriculars. All students and staff were really into it, showing their school spirit. They are excited to see the final video. Kimball has their Powder Puff football game and spring sports rally on April 12th. Next week Kimball is hosting the Extensive Support Needs prom for all San Joaquin Country ESN students. The theme is Enchanted Forest. Their upper classman will be traveling to San Jose for their LaLa Land themed prom. Next month Avid is visiting UC Merced and Stanislaus State.

Alternative Education: Joshua Diaz was unable to attend.

West High: Noah Watkins and Kaelyn Garcia once again represented West High. Prom is coming up on April 6th. Leadership has a prom closet; a place where prom dresses and accessories are available to anyone on their campus at no cost. Today, Trustee Abercrombie announced he will be sponsoring four students to attend prom. Kimball students have been excelling in track and field. Spring Fest went great, it was open to the Tracy Community. They plan to have this event again next year. Tomorrow AVID is hosting an easter egg hunt after school. SEA is competing against JROTC in a dodge ball game on April 6th.

Tracy High: Olivia Orcutt provided a THS update. FFA officer applications are due April 9th. AVID is holding a breakfast fundraiser this Saturday morning. Their Varsity softball team recently defeated St. Mary's at home and has been ranked 37th in the state. It is currently Wellness Week which is an initiative put on by THS counselors to focus on students' health and wellness. Unity week is coming up; this is a spirit week put on by their clubs with a special event to highlight the multi-cultural club.

8.2 Poet Elementary School Students Tristan Katz and Elizabeth Couris highlighted information about Poet that makes it a great place to learn and to be independent thinkers. As a small school, most of the students have grown up together. The LCAP survey results reflect that the students feel safe on campus. In sports, they have recently won the co ed volleyball championships and they continue to enjoy other sports after school with the Boys and Girl's club. The students engage in student council and leadership where they organize school activities, make posters and consider future fundraisers.

Williams Middle School Students Karma Wells, Aubrey Ramiriz and Layla McDonald are part of the Williams Leadership Team. ROAR Bank Tickets were designed for positive behavioral intervention and support. The tickets are handed out to students for being Responsible, On Time, Accountable and Respectful and can be used for prizes or to enter weekly and quarterly raffles. In October they held a haunted hallway and a Day of the Dead Harvest Festival which was a great success. They have had three dances this year and have made many fond memories. The girls basketball teams have been working very hard and have been competing well. The NAAIL club (Next African American International Leaders Club) was brought to Williams to empower youth. It is in partnership with the Kimball BSU and the Triple A Motivated Program.

**Recognition &
Presentations:**

9.1 Presentation of Donation from the San Joaquin Valley Air Pollution Control District Charge Up Program Governing Board Member and County Supervisor, Robert Rickman and Tom Jordon, Director of Policy and Government Affairs presented a check to the District for \$212,000 in recognition of the work we have done installing a power charging infrastructure at 15 school locations throughout TUSD and to aide in the continuation of energy saving efforts.

9.2 Recognize Tracy High School, San Joaquin County Mock Trial Champions For the 3rd year in a row, THS has won 1st place in the San Joaquin County Mock Trial Competition, making it to the state level. The team was presented with certificates. West High School student, Jessica Navarro, was also recognized for winning Best Journalist for the 2024 Mock Trial Season.

9.3 Recognize Tracy High School Wrestler, Jasmine Lund, for her Performances at the CIF SJS Masters Meet and in the State Championships in Bakersfield As a freshman athlete at THS, Jasmine finished 3rd in League, 1st in Divisionals, and 4th in Sections. She went on to compete in the State Wrestling Tournament in Bakersfield. She was presented with a certificate.

9.4 Recognize George & Evelyn Stein High School, 2024 Model Continuation High School Stein High School is one of 31 schools throughout California that have been recognized as a 2024 Model Continuation High School. Model Continuation High Schools provide comprehensive services to at-risk youth using exemplary instructional strategies, flexible scheduling, and guidance and counseling services.

9.5 West High School Principal Gary Henderson was accompanied by what he referred to as “the Best of West”. Student Josh Cardoso spoke about the West High Avid program which supports students by preparing them for college; providing academic support, encouraging leadership and facilitating college field trips. The Space and Engineering Academy president and vice presidents shared how future engineers are created by participating in their bootcamp, business workshops, projects, and completing community service. Caleb Cosme, FFA Treasurer, highlighted events taking place this year, such as, conferences, AG Fest and career development competitions. Cadet Colonel Jessica Perez represented the WHS JROTC. The ROTC program has grown to 187 cadets and has received the Distinguished Unit Award three years in a row. Cadets participate in community service within Tracy and the surrounding communities. They receive KCRA3 news coverage every year for their 911 Remembrance and Retreat and Veteran’s Day Ceremonies. Alberto Ascencio provided information about the individual Arts Program where they prepare students to pursue careers in the arts. Currently they have been actively participating in the Haagen Museum Art Show and the district art show. Alberto asks that we consider the issues they have with slow computers in the animation class. Amara Hackney just returned from the Thespian Induction, a nationwide program that assists with an actor’s resume. Next week they are attending the Thespian Festival and are visiting the CSU Stanislaus theater. In Drama, they are currently working on their play The Outsiders

**Information &
Discussion Items:**

10.1 None.

**Hearing of
Delegations**

11. Heidi Jara has safety concerns regarding an incident last week when a teacher accidentally projected nude images to a class. As of now, no parent has received information about the incident happening. She also urges the board to take a look at the Kimball Athletic Boosters Club, something alarming may be going on. She has recently resigned as the treasurer of the booster program.

Linsey Castro's daughter left the district due to bullying and mismanagement by the district. How can the district allow this neglect; the students are suffering at the hands of a broken system. She believes the district is protecting teachers that are assaulting and grooming our children. The board establishes policies to protect students which include expelling students. Schools have a legal obligation to protect our students from harm.

Chris Munger is the TEA President and an educator advocating in support of TEA tentative agreement. He is proud of the work that the TEA bargaining team did in conjunction with the TUSD bargaining team. He urges the board to approve this agreement. He also spoke of a slanderous post by a member of the public where they mentioned two employees by name, the post stated a rumor as fact. All persons accused of wrong doing are innocent until proven guilty. He urges the members of our community to have more respect for the hard-working educators of TUSD. They deserve to be treated with the assumption that they are doing the best for their students.

Mike Winsatt understands the passion for those that have been bullied. He is here because of parents bullying the people that he respects and his colleagues. If you come to a board meeting to complain about bullying in schools, but then post comments in Facebook, you are engaging in the same behavior you are rallying against. He understands when your child is hurt you want the book thrown at the person that caused it. The slandering and calling out children on Facebook is wrong.

Bill Maslyar is excited to hear of the great things happening in the schools. They have great kids and great staff. Thank you for considering the increase for educators and employees. Working in education is more challenging now than it has ever been. It is difficult to find qualified candidates. We have excellent teachers, classified staff, and administrators working in our schools. It is important that we continue building a strong TUSD team. This raise is an important step in helping us achieve this goal.

Monica Hill is here as someone that has taught for 28 years and is passionate about her students. Students are coming to us with more social emotional needs and few foundation skills than ever before. She is asking the board to commit to early literacy programs and class size reduction. Districts such as Stockton and Lodi have been seeing great improvements in literacy levels with a focus on new curriculum and teacher training. The newest LCAP goal is for all students to read at grade level by 3rd grade. She asks for the board to commit to true class size reduction. Research is clear that this is proven to improve classroom achievement.

Public Hearing:

12.1 None.

- Consent Items:
- 13. **Board approval of any agenda item requiring insurance is conditioned upon acceptance of appropriate insurance accepted by Tracy Unified.**
Kahlon, Silcox Vote: Yes-5; No-0; Absent-2 (Hawkins, Hoffert).
 - 13.1 **Administrative & Business Services:**
 - 13.1.1 Approve Restoration Management Company to Repair Water Damage to the Training Room and Shower Area at West High School
 - 13.1.2 Approve Entertainment, Assembly, Service, Business and Food Vendors
 - 13.1.3 Ratify Routine Agreements, Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda
 - 13.1.4 Accept the Generous Donations from the Various Individuals, Businesses, and School Site Parent Teacher Associations Listed Herein with Thanks and Appreciation from the Staff and Students of the Tracy Unified School District
 - 13.1.5 Approve Out of State Travel for District Representative to attend the 2024 EED Annual Grantee Summit in Washington, DC on June 4 - 5, 2024
 - 13.2 **Educational Services:**
 - 13.2.1 Approve the Request to the California Department of Education to Authorize Hirsch, Kelly, Poet-Christian, Kimball High, Tracy High, Stein Continuation and Tracy Independent Charter Schools' Conversions to School-wide Title I Programs, beginning in the 2024-2025 School Year
 - 13.2.2 Approve Agreement for Contract Services between Faith in Action Community Education (F.A.C.E.S.) and North Elementary School for the remainder of the 2023-2024 School Year
 - 13.2.3 Approve Increase Funding for 360 Degree Customer, Inc. to provide additional Contractors to fill open positions for Speech and Language Pathologists (SLPs), Speech and Language Pathologists (SLPAs), Special Education Teachers, Psychologists, Occupational Therapists (OTs), Certified Occupational Therapist Assistants (COTAs), Board Certified Behavior Analyst (BCBAs), Registered Behavior Technician (RBTs), Paras and Bus Aides for the remainder of the 2023-2024 School Year
 - 13.2.4 Approve and/or Ratify Routine Agreements which meet the Criteria for Placement on the Consent Agenda
 - 13.2.5 Approve Agreement for Special Contract Services with Keynote Speaker Kate Garnes at Tracy High School on April 9, 2024
 - 13.2.6 Ratify Overnight Travel for the Tracy High School (THS) Mock Trial Team and Advisors to attend the Mock Trial State Championship in Los Angeles, CA March 21-24, 2024
 - 13.2.7 Approve Overnight Travel for Merrill F. West High School Music Program Philharmonic and Choir to attend Disneyland and Workshop in Anaheim, CA on April 12-14, 2024
 - 13.2.8 Approve Overnight Travel for Kimball High School Senior Class to attend Grad Night at Universal Studios Hollywood in Universal City, CA on May 23-24, 2024
 - 13.3 **Human Resources:**
 - 13.3.1 Accept the Resignations/Retirements/Leaves of Absence for Certificated, Classified and/or Management Employees
 - 13.3.2 Approve Classified, Certificated and/or Management Employment

- 13.3.3 Approve Teacher Internship, Student Teaching, and Practicum Students Agreement with Alliant University

Action Items:

14.1 Administrative & Business Services:

- 14.1.1 Accept Revised Board Policy and Administrative Regulation 3554 Other Food Sales and Board Policy 3555 Nutrition Program Compliance (First Reading) (Separate Cover)

Action: Silcox, Fagin **Vote:** Yes-5; No-0; Absent-2 (Hawkins, Hoffert).

- 14.1.2 Approve 2023-24 and 2024-25 Transportation Plan

Action: Alexander, Kahlon **Vote:** Yes-5; No-0; Absent-2 (Hawkins, Hoffert).

- 14.1.3 Certify 2023-2024 Fiscal Year Second Interim Report (Separate Cover)

Tania Salinas, Associate Superintendent for Business Services, and Lori Nelson, Director of Finance, provided information on the 23/24 Second Interim Report. The Second Interim Report covers the period of time from November 1 through January 31 of the current school year as well as a projection of the two subsequent fiscal years. TUSD continues to have a positive certification. There has been an increase to our revenues due to an increase in our unduplicated count. With the implemented salary increase, we will be deficit spending 3.3 million in the 24/25 school year. With deficit spending, it is important to be fiscally responsible. We continue to look to find ways where we can reduce expenditures and continue to seek grant opportunities. We are still in uncertain economic times due to reduced ADA, expired COVID relief funds and declining enrollment.

Action: Silcox, Kahlon **Vote:** Yes-5; No-0; Absent-2 (Hawkins, Hoffert).

- 14.1.4 Adopt Resolution No. 23-09 to Accept the Agreement Incorporating Piggyback Contract for TK Classrooms with American Modular Systems (Separate Cover)

Action: Fagin, Silcox **Vote:** Yes-5; No-0; Absent-2 (Hawkins, Hoffert).

- 14.1.5 Approve "Steve Donahue Aquatic Center" as the Name for the Tracy High School Aquatic Complex and Approve "Vic Alkire Field" for Tracy High School Baseball Field

Action: Fagin, Kahlon **Vote:** Yes-4; No-1 (Alexander); Absent-2 (Hawkins, Hoffert).

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

Action: Silcox, Fagin **Vote:** Yes-5; No-0; Absent-2 (Hawkins, Hoffert).

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

Action: Silcox, Alexander **Vote:** Yes-5; No-0; Absent-2 (Hawkins, Hoffert).

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

Action: Silcox, Fagin **Vote:** Yes-5; No-0; Absent-2 (Hawkins, Hoffert).

- 14.1.9 Consider Claim No. 635419

Action: Motion to Reject Claim. Silcox, Kahlon **Vote:** Yes-5; No-0; Absent-2 (Hawkins, Hoffert).

- 14.1.10 Approve Frontline Education Agreement (Separate Cover)

Action: Kahlon, Fagin **Vote:** Yes-5; No-0; Absent-2 (Hawkins, Hoffert).

14.2 **Educational Services:** None.

14.3 **Human Resources:**

Deborah Coker shared her appreciation to the Trustees for their willingness to consider the raise across the board for TEA, CSEA and TSMA. She has served as the STEM Coordinator for the past several years, prior to that she was a teacher. This decision shows the appreciation of the skills and experience our staff members bring to TUSD. A raise for employees at large helps to attract the best candidates for all facets of our organization. She is thankful to the work for a school board and district that is dedicated to our students and cares genuinely for the people that have dedicated their time and skills to the people of Tracy.

Jonathan Sanny is a counselor at THS. Since being hired he has loved every second of his job. He would not have this opportunity if a few key people did not give him a chance. He has recently been blessed with another son; the boards support does not go unappreciated. Thank you for considering this raise.

14.3.1 Approve Tentative Agreements with the California School Employees Association (Separate Cover)

Action: Kahlon, Alexander **Vote:** Yes-5; No-0; Absent-2 (Hawkins, Hoffert).

14.3.2 Approve Tentative Agreements with the Tracy Educators Association (Separate Cover)

Action: Silcox, Kahlon **Vote:** Yes-5; No-0; Absent-2 (Hawkins, Hoffert).

14.3.3 Approve New TSMA Salary Agreement

Action: Alexander, Silcox **Vote:** Yes-5; No-0; Absent-2 (Hawkins, Hoffert).

14.3.4 Approve Amendment to Superintendent Contract

Action: Silcox, Kahlon **Vote:** Yes-5; No-0; Absent-2 (Hawkins, Hoffert).

14.3.5 Approve New Job Description and Salary for Lead Mechanic Supervisor

Action: Kahlon, Silcox **Vote:** Yes-5; No-0; Absent-2 (Hawkins, Hoffert).

Board Reports:

Trustee Kahlon thanked the students, educators and community members that came tonight; like all things, we are not perfect, but as witnessed tonight we have a lot to be proud of. Trustee Fagin said tonight was uplifting and rewarding. The employees and students make our jobs easy. Trustee Alexander gave congratulations to all that were acknowledged tonight. She enjoyed the student reports. Trustee Silcox feels tonight's recognitions were a reflection of why we live in Tracy and offered congratulations to all that have been affected by the raise. Trustee Abercrombie spoke of the past few board meetings where several people have come to the podium to share nonfactual information about our employees. Social media has become a venue for spewing hate. If someone has actual information regarding employee misconduct, please contact Jalique, she would be happy to investigate.

Superintendent Report:

Dr. Pecot passed on comment.

Adjourn: 8:21 P.M.

Clerk

Date



HUMAN RESOURCES

MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: March 26, 2024
SUBJECT: Recognize the Outstanding Employees of the Spring Term for the 2023-2024 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: Randy Moehnke (9-12), Jason Drake (6-8) and Nancy Hardebeck (K-5) as Outstanding Certificated Employees; Debbie Brown (9-12) Michelle Nisbet (6-8) Anthony Gossett (K-5) as Outstanding Classified Employees and Dr. Dean Reese as the Outstanding Management Employee for the Spring Term of the 2023-2024 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: March 22, 2024
SUBJECT: Accept the Grant Funding offered by the San Joaquin Valley Air Pollution Control District through the Charge Up! Program

BACKGROUND: The San Joaquin Valley Air Pollution Control District (SJVAPCD) currently operates and receives grant applications for its Charge Up! Program. This Program provides funding for public agencies, businesses, and property owners of multi-unit dwellings (i.e. apartment complexes, condominiums, etc.) in the San Joaquin Valley to install electric vehicle (EV) chargers. These chargers will support existing EV owners and encourage the growth of the clean technology in the Valley.

RATIONALE: Acceptance is recommended in acknowledgement and support of District's energy and sustainability initiatives and its strategic goals to enhance and benefit the environment, community, and the educational experiences of the students of the Tracy Unified School District.

FUNDING: \$212,000.00 Grant.

RECOMMENDATION: Accept the Grant Funding offered by the San Joaquin Valley Air Pollution Control District through the Charge Up! Program.

Prepared by: Jaime Quintana, Director of Facilities, Planning, and Construction.



BUSINESS SERVICES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Tania Salinas, Assoc Supt of Business Services
DATE: March 26, 2024
SUBJECT: **Accept the Generous Donations from the Various Individuals, Businesses, and School Site Parent Teacher Associations Listed Herein with Thanks and Appreciation from the Staff and Students of the Tracy Unified School District**

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

Kimball High School:

1. Tracy Unified School District/Kimball High School: From Lou's Dugout for the total amount of \$500.00 (ck# 148). This donation money will use towards new uniforms for the softball teams.

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

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

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

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



BUSINESS SERVICES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Tania Salinas, Associate Superintendent of Business Services
DATE: March 26, 2024
SUBJECT: Approve Entertainment, Assembly, Service, Business and Food Vendors

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

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

Board Meeting Date	Board Approval Required Vendor Name	Insurance Expiration
4/9/2026	Real Inspiration Inc. "Freshman Orientation" - Motivational Speaker for youth leadership and mentoring program, Lori Hawkins 916.672.7010, lori@keithhawkins.com, www.keithhawkins.com	7/26/2024

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

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

FUNDING: Per attached summary of requisitions.

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

PREPARED BY: Cerina V Reyes, Facility Use Coordinator.



BUSINESS SERVICES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Tania Salinas, Assoc Supt of Business Services
DATE: March 28, 2024
SUBJECT: **Ratify Routine Agreements, Expenditures and Notice of Completions
Which Meet the Criteria for Placement on the Consent Agenda**

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

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

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

FUNDING: Per attached summary of requisitions.

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

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

BUSINESS SERVICES
FACILITIES DEVELOPMENT DEPARTMENT
SUMMARY OF SERVICES
April 09, 2024

A. Vendor: MSDSONline/VelocityEHS
 Sites: District Wide
 Item: Year One of a Three Year Service Agreement
 Services: Unlimited MSDS database searches, views, and additions to the
 eBinder. Ability to print safety data sheets and download an
 electronic back up.
 Cost: \$10,863.93 annually
 Project Funding: Environmental Compliance



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: April 9, 2024
SUBJECT: Approve Agreement for Special Contract Services with Solution Tree/Tim Brown and Monte Vista Middle School for Professional Development on August 2, 2024 for the 2024 – 2025 School Year

BACKGROUND: The Sixth Grade Faculty at Monte Vista Middle School piloted a standards-based, standards-mastery system of grading in 2022. The standards-based grading system allows for teachers, students, and families to see the true measure of student progress in mastering grade level standards.

RATIONALE: After designing and adopting the standards based, rubric system of grading in 2022, we have asked Tim Brown from Solution Tree to conduct professional development at MVMS for two reasons: our sixth grade team would like to revisit the initial training, and, we would like to expose the seventh and eighth grade teachers to this standards based grading system so that the system can one day be school wide.

FUNDING: This contract will be paid with Title 1 Funding. The MVMS contract will not exceed \$7,500 to be paid from Title 1 funds.

RECOMMENDATION: Approve Agreement for Special Contract Services with Solution Tree/Tim Brown and Monte Vista Middle School for Professional Development on August 2, 2024 for the 2024 – 2025 School Year.

Prepared by: Barbara Silver, Principal, Monte Vista Middle School.

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and Solution Tree, 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: Full day professional development (Grading Practices) on August 2, 2024 at Monte Vista Middle School (751 W. Lowell Ave. Tracy, CA 95376).

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 One (1) [] HOURS [X] DAYS, under the terms of this agreement at the following location Monte Vista Middle School.

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

- a. District shall pay \$7,500 per [] HOUR [] DAY [X] FLAT RATE, not to exceed a total of \$7,500. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
- b. District [] SHALL [X] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$0 for the term of this agreement.
- c. District shall make payment on a [] MONTHLY PROGRESS BASIS [] SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.

4. The terms of the agreement shall commence on August 2, 2024, and shall terminate on August 3, 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, Barbara Silver, at (209) 830-3340 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:

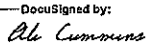
Any injury to person or property sustained by Contractor or by any person, firm or corporation employed directly or indirectly by the Contractor or by any of the individuals participating in or associated with him or her, however caused; and any injury to person or property sustained by any person, firm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

DocuSigned by:

 ACS6CA7B4C485
 Contractor Signature
 35-2026417
 Title
 IRS Identification Number
 Sr. Director of Professional Development
 Title
 555 N Morton St Bloomington, IN 47404
 Address

Tracy Unified School District

Date

Account Number to be Charged

Department/Site Approval

Budget Approval

Date Approved by the Board



Solution Tree, Inc. Purchase Agreement

Effective January 29, 2024, Solution Tree, Inc. ("Solution Tree") located at 555 N. Morton St., Bloomington, IN 47404 and Tracy USD- Monte Vista MS ("Customer") located at 315 E 11TH St Tracy, CA US 95376 agree as follows:

1. **Summary of Products and Services:** Customer will purchase the following Solution Tree products and services ("Products"). Additional Products may be added in a mutually agreed upon written Addendum.

Products and Services	Total
Onsite Professional Development	\$7,500.00
Total	\$7,500.00

2. **Payment Terms:** Customer will provide Solution Tree with a purchase order made out to Solution Tree, 555 N. Morton St., Bloomington, IN 47404, for the full amount due under this Agreement upon execution of this Agreement (the "Purchase Order Due Date"). A non-refundable deposit of 20% of the total amount due will be invoiced upon execution of this Agreement. The total includes any travel, lodging, and incidental expenses incurred by Solution Tree. All payments are due net 30 days from the actual date of invoice. All past due invoices are subject to a finance charge of 1.5% monthly. Solution Tree will invoice Customer off of the purchase order based on the following schedule:

Description	Payment	Expected Invoice Date
20% Deposit (non-refundable)	\$1,500.00	Upon execution of Agreement
Onsite Professional Development	\$6,000.00	August 2, 2024

3. Onsite Professional Development

- 3.1. **Description of Services:** Solution Tree agrees to provide a speaker, Tim Brown ("Associate"), to disseminate information for Customer on the topic of *PLC at Work®* on August 2, 2024.
- 3.2. **Presentation Materials:** Customer will reproduce any handouts and other print materials related to the services and will notify the Associate directly of any deadlines for reproduction.
- 3.3. **Venue and Audio/Visual Equipment:** Customer will provide a venue, audio/video equipment, and technical support for all sessions.

4. General Terms

- 4.1. **Intellectual Property:** Customer acknowledges that Solution Tree or Associate owns the copyrights to all tangible or electronic presentation materials, handouts, and/or program books used in conjunction with services performed under this Agreement and that no materials will be developed specifically for Customer. Solution Tree will retain all copyrights owned prior to entering this Agreement, and Customer may not reproduce any materials not designated



reproducible without the express written permission of Solution Tree. All audio, video, and digital recording of the services by Customer is prohibited.

4.2. Force Majeure: If an event beyond the parties' control makes performance impossible, illegal, or commercially impracticable (a "Force Majeure Event"), the parties will proceed as follows:

- a. If a Force Majeure Event prevents services from occurring onsite, the parties will arrange for the affected services to be delivered virtually on the scheduled dates.
- b. If a Force Majeure Event prevents services from occurring as scheduled, the parties will use best efforts to reschedule or make substitutions for affected services or products.
- c. If a Force Majeure Event prevents performance entirely, neither party will have any further liability to the other party for the prevented performance.
- d. All obligations unaffected by a Force Majeure Event will remain in place.

4.3. Termination: Solution Tree may terminate this Agreement if Solution Tree has not received a purchase order by the Purchase Order Due Date.

- a. **Onsite Professional Development:** If Customer cancels any Onsite Professional Development Services within 90 days of the scheduled date for any reason but Force Majeure, Customer will reimburse Solution Tree for any reasonable business expenses incurred in anticipation of performance of this Agreement that exceed the amount of the deposit. If events beyond the parties' control make performance on the scheduled dates impossible, the parties will use best efforts to reschedule the Onsite Professional Development Services.

4.4. Entire Agreement: This Agreement and any exhibits attached hereto constitute the entire agreement of the parties and supersede any prior or contemporaneous written or oral understanding or agreement. No waiver or modification of any of the terms of the Agreement will be effective unless made in writing and signed by both parties, and the unenforceability, invalidity, or illegality of any provision of this Agreement will not render the other provisions unenforceable, invalid, or illegal. Any waiver by either party of any default or breach hereunder will not constitute a waiver of any provision of this Agreement or of any subsequent default or breach of the same or a different kind.



This Agreement is acknowledged and accepted by Customer and Solution Tree:

DocuSigned by:
Barbara Silver 3/6/2024
Barbara Silver Date
Principal
Tracy USD- Monte Vista MS

DocuSigned by:
Al Cummins 3/6/2024
Al Cummins Date
Sr. Director of Professional Development
Solution Tree, Inc.



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: March 27, 2024
SUBJECT: Approve Agreement for Contract Services between Parent Institute for Quality Education (PIQE) and North School for the remainder of the 2023-2024 School Year

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

RATIONALE: The focus of PIQE is to encourage and support low-income, ethnically diverse parents of K-12 school children to take a participatory role in their children's education. Providing PIQE at North School will support site efforts to encourage parents to participate in school activities and provide programs to develop a positive, supportive relationship with the school, home, and community and to facilitate a partnership to support student achievement. This request supports District Strategic Goal #1: Prepare all students for college and career and ensure all students meet grade level standards with a focus on closing the achievement gap.

FUNDING: The program will be paid with Title I and EL (0710) funds not to exceed a total of \$12,500.00

RECOMMENDATION: Approve Agreement for Contract Services between Parent Institute for Quality Education (PIQE) and North School for the remainder of the 2023-2024 School Year.

Prepared by: Mrs. Susan Hawkins, Principal, North School.

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and Parent Institute for a Quality Education (PIQE), hereinafter referred to as "Contractor," is for consultant or special services to be performed by a non-employee of the District. District and Contractor, herein named, do mutually agree to the following terms and conditions:

1. Contractor shall perform the following duties: Provide 75 minute sessions via ZOOM to educate parents and increase parent involvement at North School for the 2023/2024 school year.

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

2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 1 day for 5 weeks () [] HOURS [X] DAYS, under the terms of this agreement at the following location North School.

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

- a. District shall pay \$ 12,500 per [] HOUR [] DAY [X] FLAT RATE, not to exceed a total of \$ 12,500. 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 \$ NA for the term of this agreement.
- c. District shall make payment on a [X] MONTHLY PROGRESS BASIS [] SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.

4. The terms of the agreement shall commence on April 10, 2024, and shall terminate on May 9, 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, Susan Hawkins, at (209) 830 - 3350 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:

Gabriela Rios

Firmado digitalmente por Gabriela Rios
Fecha: 2024.03.27 13:09:03 -07'00'

Executive Director

Contractor Signature

Title

33-0259359

IRS Identification Number

Executive Director

Title

3641 Mitchell Suite H

Address

Ceres, CA 95307

Tracy Unified School District

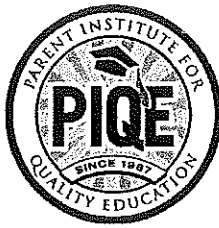
Date

Account Number to be Charged

Department/Site Approval

Budget Approval

Date Approved by the Board



SERVICES ACCEPTANCE MEMORANDUM OF UNDERSTANDING

To: Mrs. Susan Hawkins, School Principal

From: Gabriela Rios, Executive Director

Date: March 11, 2024

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

RECITALS

Scope of Services: PIQE will provide its **Signature Family Engagement in Education K-12 Program (FE)** for the parents/guardians of the students enrolled in the school above mentioned. PIQE will recruit parents/guardians by phone, provide an Orientation session, a series of weekly training sessions, organize and conduct a Question-and-Answer forum with the school's leadership team, culminating in a graduation ceremony with certificates provided to parents who attend four or more sessions. The program is designed to develop skills and techniques to empower parents to address the educational needs of their school-aged children.

A. **Time of Class:** **TBD** Morning _____ Evening _____

B. **Type of Class:** **TBD** Virtual (V) _____, Hybrid (H) _____, In-Person (P) _____

In Person: Morning or Evening - PIQE will offer a class in the (morning, evening, both) starting with the Orientation through Graduation ceremony.

Virtual – PIQE will offer online through the Zoom platform during the evenings starting with the Orientation and finishing with a Graduation ceremony.

Hybrid – PIQE will offer online through the Zoom platform from Orientation through week six, Principal Dialogue and Graduation ceremony will be in person.

C. **Virtual and Hybrid Services:** For virtual services, PIQE will support families to get on to the Zoom platform and with online connectivity and navigation.

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

Session Dates: April 10th to May 8 2024

- D. Compensation: a flat fee of **\$12,500.00** for a class of up to 50 parents. Any additional class will be \$3000.00 for up to 30 parents at the same school and the same program. The minimum number of parents to open a class in any language is 15.
- E. Cancellation: A class that does not have the minimum number of parents needed to keep the class open might be cancelled by mutual agreement on or before class #3; no classes can be cancelled on or after class #4 in case this happens, the school would have to pay the cost of the agreed class referred in the compensation described above.

Location: **TBD**

School funding: _____

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

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

I accept these services at **North Elementary School** under the terms and conditions noted.

Mrs. Susan Hawkins, School Principal

Date

Parent Institute Representative:



Gabriela Rios, Executive Director, PIQE

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



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: March 27, 2024
SUBJECT: Receive Update on Quarterly Williams Uniform Complaint Report for the Quarter Ending April 15, 2024

BACKGROUND: Pursuant to the Williams Settlement and California *Education Code* Section 35186, every school must provide 1) sufficient textbooks and instructional materials, 2) school facilities that are clean, safe, and maintained in good repair, and 3) a properly credentialed teacher for every classroom. Education Code, EC 35186(d), requires that school districts shall report summarized data on the nature and resolution of all Williams Uniform Complaints on a quarterly basis to the county superintendent of schools and the governing board of the school district. The summaries shall be publicly reported on a quarterly basis at a regularly scheduled meeting of the governing board of the school district. The report shall include the number of complaints by general subject area with the number of resolved and unresolved complaints. The complaints and written responses shall be available as public records. There were no complaints filed under the Williams settlements during the January 15, 2024 – April 15, 2024, reporting period.

RATIONALE: The quarterly report for the period of January 15, 2024, through April 15, 2024, has been submitted to the San Joaquin County Office of Education and must be reported to the local school board. The report summarizes the complaints received through the Williams Uniform Complaint process as well as the resolution of each of those complaints. This report supports Strategic District Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or career goals and Strategic District Goal #3: Apply fiscal, operational and community resources to ensure a safe learning environment that supports staff and student goals.

FUNDING: No cost.

RECOMMENDATION: Receive Update on Quarterly Williams Uniform Complaint Report for the Quarter Ending April 15, 2024.

Prepared by: Zachary Boswell, Ed. D. Director of Curriculum and Accountability.

San Joaquin County Office of Education
Valenzuela/CAHSEE Lawsuit Settlement
Quarterly Report on Williams Uniform Complaints
 [Education Code § 35186(d)]

District: Tracy Unified School District

Person completing this form: Dr. Zachary Boswell, Ed.D Title: Director of Curriculum & Accountability

Quarterly Report Submission Date: ☐ January 15, 2024
 (check one) ☒ April 15, 2024
☐ July 15, 2024
☐ October 15, 2024

Date for information to be reported publicly at governing board meeting: April 9, 2024

Please check the box that applies:

- ☒ No complaints were filed with any school in the district during the quarter indicated above.
- ☐ Complaints were filed with schools in the district during the quarter indicated above. The following chart summarizes the nature and resolution of these complaints.

General Subject Area	Total # of Complaints	# Resolved	# Unresolved
Textbooks and Instructional Materials	0	0	0
Teacher Vacancy or Misassignment	0	0	0
Facilities Conditions	0	0	0
TOTALS	0	0	0

Dr. Rob Pecot
 Print Name of District Superintendent

[Signature]
 Signature of District Superintendent

3/27/24
 Date



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: March 26, 2024
SUBJECT: Approve to Increase Funding for Non-Public School (NPS) Sierra Vista Child & Family Services (Kirk Baucher) Master Contract, for the Remainder of the 2023-2024 School Year

BACKGROUND: Board approval to increase funding is requested with Sierra Vista Child & Family Services (Kirk Baucher) in Modesto, CA a Non-Public School (NPS) for placement of Special Education students. The District's Special Education administration would like to continue the contract with Sierra Vista Child & Family Services (Kirk Baucher) for the 2023-2024 school year to provide placement pursuant to students and their IEP. Approval is necessary to remain compliant with the IEP.

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

FUNDING: Approve to increase master contract in the amount of \$250,000.00. Overall expenses for the 2023-2024 will not exceed \$875,000.00. Special Education contract expenses are funded through 602 funding for Special Education, budgeted in account 01-6500-5750-1180-5800-800-2542.

RECOMMENDATION: Approve to Increase Funding for Non-Public School (NPS) Sierra Vista Child & Family Services (Kirk Baucher) Master Contract, for the Remainder of the 2023-2024 School Year.

Prepared by: Julie Ramirez, Program Administrator.



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: March 27, 2024
SUBJECT: Ratify Master Contract for Non-Public School (NPS) Spectrum Center for the Remainder of the 2023-2024 School Year

BACKGROUND: Ratify Master Contract with Non-Public School (NPS) Spectrum Center. The District's Special Education administration would like to contract with Spectrum Center for the remainder of the 2023-2024 school year to provide placement pursuant to students IEP (Individual Education Program). Approval is necessary to remain compliant with the IEP.

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

FUNDING: Expenses for this contract will not exceed \$20,000.00. Special Education contract expenses are funded through 602 funding for Special Education, budgeted in account 01-6500-5750-1180-5800-800-2542.

RECOMMENDATION: Ratify Master Contract for Non-Public School (NPS) Spectrum Center for the Remainder of the 2023-2024 School Year.

Prepared by: Julie Ramirez, Program Administrator .



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: March 28, 2024
SUBJECT: Approve Tracy Charter School Summer Program 2024

BACKGROUND: The goal of Tracy Charter Credit Recovery Summer Program is to provide students with academic enrichment opportunities. Many times, when the traditional school year ends, student learning, access to school nutrition programs, and supervision comes to a stop. Despite major budget cuts and distance learning previous years, T.U.S.D. has provided a limited number of Summer Program opportunities which have included mandated Special Education Programs and Credit Recovery Courses for Tracy Unified students. To best meet the academic needs of our students and comply with federal mandates, a Credit Recovery Summer Program is being proposed.

RATIONALE: Credit Recovery Summer School will be available to Tracy Charter School students in grades 9-12 to retake courses in which they have earned a D or an F. The credit recovery courses available are offered through the online Edgenuity Curriculum.

The date of the Credit Recovery Summer program at Tracy Charter School:

Program	Grade	Location	Dates
Credit Recovery	9-12	Tracy Charter School	June 10 - July 3, 2024

High School students who are not eligible to participate in Tracy Unified's summer programs may make up credits for courses failed during the school year by completing approved online courses or attending a State Junior College over the summer. All courses must be pre-approved by the site principal and high school counselor. Students may earn a maximum of 30 Credit Recovery units during the summer. Students interested in taking credits for acceleration may elect to enroll in approved online courses or attend a State Junior College over the summer. All courses must be CSU/UC approved and students must be on track to graduate on time. Students may earn up to 20 credits. The cost associated with taking online Credit Recovery or Acceleration courses will be the responsibility of the student, parent, or guardian. Students enrolling in these courses must obtain prior written approval from the site principal and counselor.

This agenda item meets Strategic Goal:

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: Apply fiscal, operational and community resources to ensure a safe learning environment that supports staff and student goals.

FUNDING: The Credit Recovery Summer Program will be funded with Tracy Charter School funds. The costs associated with Credit Recovery and Acceleration courses taken outside of the district will be the responsibility of the student, parent, or guardian.

RECOMMENDATION: Approve Tracy Charter School Summer Program 2024.

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



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: March 28, 2024
SUBJECT: Approve Renewal Quote for site license with IXL Learning and Duncan Russell Community Day School from May 12, 2024 to May 12, 2025

BACKGROUND: Duncan Russell students qualifies for CSI (Comprehensive Support and Improvement) under the new accountability system, with the Dashboard Indicator subgroup data. Currently, state data shows that there is an increase in the number of students not meeting grade level standards. Duncan Russell has a continued need for intervention in reading and math. IXL Learning was implemented for the 2023-2024 school year and there has been growth in skills mastered at DRCDS.

RATIONALE: Duncan Russell teaching and support staff has changed by 100% during the 2023-2024 school year. The introduction and implementation of a new intervention program (IXL) is needed to implement with fidelity across the school. Since the implementation at Duncan Russell, the new permanent staff has seen skills growth in both ELA and Math. This agenda item meets the SPSA Goal #1: Prepare all students for college and careers and ensure all students meet grade level standards with a focus on closing the achievement gap between all student groups.

FUNDING: The cost, not to exceed \$1,500.00, will be paid from Title 1 Funds.

RECOMMENDATION: Approve Renewal Quote for site license with IXL Learning and Duncan Russell Community Day School from May 12, 2024 to May 12, 2025.

PREPARED BY: Mrs. Traci L Mitchell, Duncan Russell Community Day School Principal.



IXL Learning
777 Mariners Island Blvd., Suite 600
San Mateo, CA 94404

RENEWAL QUOTE

QUOTE # 4629922-2024-001

DATE: MARCH 21, 2024

TO:

Traci L. Mitchell
Duncan Russell Community Day School
650 W 10th Street
Tracy, CA 95376

COMMENTS OR SPECIAL INSTRUCTIONS

SALESPERSON	ACCOUNT #	RENEWAL PERIOD	QUOTE VALID UNTIL
Susan Shank	A23-4629922	May 12, 2024 – May 12, 2025	April 21, 2024

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
1	IXL site license (Grades 7-12: 75 students) Subjects: Math and ELA <i>K-8 math licenses include complimentary access to IXL's universal screener</i> <i>Unlimited instructor accounts included</i>	\$1,500.00	\$1,500.00
SUBTOTAL			\$1,500.00
SALES TAX			—
SHIPPING & HANDLING			—
TOTAL DUE			\$1,500.00

Ordering instructions

We accept payment by purchase order, check, or credit card. To submit a purchase order for this quote, [click here](http://www.ixl.com/po-upload) or go to <http://www.ixl.com/po-upload> and enter quote # 4629922-2024-001. For international accounts, we can accept wire transfers for an additional fee.



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: March 25, 2024
SUBJECT: Approve the District Summer Programs 2024

BACKGROUND: The goal of Tracy Unified Summer School Programs is to provide students with academic, social, and personal enrichment opportunities. Many times, when the traditional school year ends, student learning, access to school nutrition programs, and supervision comes to a stop. Despite major budget cuts and distance learning previous years, T.U.S.D. has provided a limited number of Summer Program opportunities which have included mandated Special Education Programs and Credit Recovery Courses for Tracy Unified students. To best meet the academic needs of our students and comply with federal mandates, an expanded Summer Program is being proposed.

RATIONALE: The District is required to provide an extended year Special Education Program each summer. This mandated program is for eligible students in Preschool through young adult, as determined by I.E.P.s. The Special Education Program will be held at two different school sites. Preschool through 8th grade students will be held at Hirsch Elementary and 9th grade students through young adult will be held at Tracy High School.

K-8 Summer Intervention Program is from 8:00 a.m. to 1:00 p.m. at North School. This in person learning summer program is for students needing intervention in Math and English Language Arts. The goal is to prepare students for the fall while building confidence heading into a new school year. The program will include daily instruction in academics and enrichment, STEM activities, physical education, art, and history.

Credit Recovery Summer School will be available to TUSD students in grades 9-12 to retake courses in which they have earned a D or an F. The credit recovery courses available are offered through the online Edgenuity Curriculum.

For children who will be entering Kindergarten in Fall, 2024, a Kindergarten Bridge Program will be held at McKinley Elementary School. This program is a mandated piece of the Building Literacy Together (First 5) Grant and seeks to aid students as well as their parents in a successful transition into kindergarten.

High School Summer Bridge Program will again be offered for incoming 9th graders from District and feeder schools. It will be held at the three high schools, West High, Kimball, and Tracy High School. This program will enroll at-risk students and will aid in preparing these students for the rigors of high school. The Program consists of engaging learning projects – which include proper study skills, meetings with their upcoming school administrators, counselors, and classmates and follow-up tutorial support. The program seeks to give students the tools they need to successfully navigate high school, and thus prepare students for college or careers.

Tracy Adult School's Summer Credit Recovery Program is an independent study summer school program for 12th grade non-grads and 11th grade students who need credit recovery. Students make appointments with one of three teachers to pick up and drop off work at the Adult School.

Summer English Learner Academy will be held at Tracy High School. This program will serve identified students in grades 6-12 who are new to the US and or migrant who need addition English Development opportunities.

The dates for all Summer School programs are as follows:

Program	Grade	Location	Dates
Special Education	Pre-K-12	Hirsch Elementary	June 07-July 3, 2024
Special Education/Young Adult	9-12	Tracy High School	June 07-July 3, 2024
Reg Ed Summer Intervention	K-8	North School	June 10-July 3, 2024
Credit Recovery	9-12	Tracy High School	June 10-July 3, 2024
High School Bridge	9	West/Kimball/Tracy High	June 10-June 21, 2024
Adult School	11-12	Adult School	June 10-July 3, 2024
Kindergarten Bridge	K	McKinley Elementary	June 10-June 21, 2024
English Learner Academy	6-12	Tracy High School	June 10-July 3, 2024
Tracy Charter School	9-12	Tracy Charter School	June 10-July 3, 2024

In recognition of the Juneteenth National Holiday, Wednesday, June 19, 2024, there will be (no students/staff) for all Summer Programs.

This agenda item meets 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 # 3: Apply fiscal, operational and community resources to ensure a safe learning environment that supports staff and student goals.

FUNDING: All Special Education classes, Credit Recovery Summer Program, and High School Bridge Program will be funded with State designated and District funds. Language Academy Program will be funded with Title III. The Kindergarten Bridge Program will be funded by Early Intervention Preschool funds and ELOP funds. The costs associated with Credit Recovery and Acceleration courses taken outside of the district will be the responsibility of the student, parent, or guardian.

RECOMMENDATION: Approve the District Summer Programs 2024.

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



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: April 3, 2024
SUBJECT: Approve Out of State Travel for the Tracy High School Counseling Team, Williams Middle School Counseling Team, and 2 Principals to attend the ASCA Annual Conference in Kansas City, Missouri on July 13-16, 2024

BACKGROUND: ASCA is the 2024 American School Counselor Association Annual Conference, July 13-16, 2024, in Kansas City, Mo. This is the premier event for in-depth school-counseling-related educational sessions. This conference will allow me to attend four days' worth of breakout sessions, general sessions and networking events, allowing me to enhance my school counseling knowledge, improve my school counseling program and network with other school counselors to discover best practices in the field.

August of 2022, TUSD school counseling teams have engaged in professional learning provided by Hatching Results Consultants to align and improve the school counseling programs to better meet the needs of students. As a result, Tracy Unified has invested in increased school counseling services for students aligned to the ASCA Model focusing on the three domains: Academics, Social Emotional, and College and Career. March of 2024, Tracy High School, and Williams Middle School were awarded RAMP recognition for their exemplary school counseling programs.

RATIONALE: The Tracy High School Counseling Program and Williams Middle School Counseling Program have been awarded the National RAMP Recognition for their excellence in school counseling program and will be honored the award at the ASCA Annual Conference July 13-16th. The Recognized ASCA Model Program (RAMP) recognizes schools committed to delivering school counseling programs aligned with the ASCA National Model framework. The RAMP designation demonstrates to administrators, school boards, families, and the community at large that the schools are committed to supporting the mission of the school and district. The RAMP designation lasts for five years. Schools are encouraged to maintain their RAMP status by submitting a successful application at the end of their fourth year (Re-RAMP). This agenda item supports the District Strategic Goals: #1 Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or careers; #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: The conference cost will total up to \$30,000.00 for up to 10 attendees and includes conference registration, lodging, transportation, and meal costs. Costs will be paid from District A to G Improvement Grant funds.

RECOMMENDATION: Approve Out of State Travel Approve Out of State Travel for the Tracy High School Counseling Team, Williams Middle School Counseling Team, and 2 Principals to attend the ASCA Annual Conference in Kansas City, Missouri on July 13-16, 2024.

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



HUMAN RESOURCES

MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: March 28, 2024
SUBJECT: Approve Resignations/Retirements/Leave of Absences for Classified, Certificated, and/or Management Employees.

BACKGROUND:

MANAGEMENT/CLASSIFIED CONFIDENTIAL RESIGNATION

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
Romo, Miguel Principal	WMS	06/14/2024	Personal

BACKGROUND:

CERTIFICATED RESIGNATION

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
Lopez-Chann, Marlene Teacher	CES	06/03/2024	Personal
Ross, Samaria Teacher	JES	06/30/2024	Personal
Williams, Alicia Teacher	JES	06/30/2024	Personal

BACKGROUND:**CERTIFICATED RETIREMENTS**

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
Miller, Julie Teacher	JES	05/31/2024	Retirement
Mireles-Jacinto, Brenda Teacher	JES	06/03/2024	Retirement
Price, Jody Teacher	HES	07/03/2024	Retirement
Rascano, Steven Teacher	WHS	05/31/2024	Retirement
Williams, Sharon Teacher	VES	05/31/2024	Retirement

BACKGROUND:**CLASSIFIED RESIGNATION**

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
Boone, Bonnie Special Education Para Educator	MVMS	3/18/24	Accepted Position
Carbajal, Dyanna Para Educator	VES	3/29/24	Personal
Dayal, Shareene IEP Para Educator	THS	3/24/24	Accepted Position
Gonzales, Richard Utility Person III	MOT	3/22/24	Personal
Jimenez, Laura Utility Person III	MOT	2/29/24	Accepted Position
Montijo, David Utility Person III	MOT	3/25/24	Accepted Position
Sanchez, Ma Elena Para Educator I	PES	3/24/24	Accepted Position
Tiscareno, Victoria Food Service Worker	HES	3/17/24	Accepted Position
Zepeda-Flores, Mauricio IEP Para Educator	VES	3/24/24	Accepted Position

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

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



HUMAN RESOURCES MEMORANDUM

TO: Robert Pecot, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: March 18, 2024
SUBJECT: Approve Classified, Certificated, and/or Management Employment

BACKGROUND:

Davis, Jason

Lule Mejia, Clarissa

Roy, Stephy Susan

MANAGEMENT/CLASSIFIED CONFIDENTIAL

DEC/Special Education
Director of Special Education (Replacement)
LME 58, Step D - \$43,366.00
Fund: 85% Special Ed, 15% Mental Health Services

Jacobson Elementary School
Speech Language Pathologist (Replacement)
LMP Range 8, Step C - \$35,417.00
Fund: Special Education

Bohn and McKinley Elementary School
Speech Language Pathologist (Replacement)
LMP 8, Step H - \$41,019.00
Fund: Special Education

BACKGROUND:

Gatrell, Robert

Jayne, Timothy

CERTIFICATED

West High School
Physical Education (Replacement)
"B". Class V, Step 13 - \$91,542.00
Fund: General

West High School
RSP 9-12 (Replacement)
"A", Class I, Step 1 - \$16,649.00
Fund: Special Education

Malika, James
Williams Middle School
Mathematics .80 FTE (Replacement)
"B", Class III, Step 7 - \$59,982.00
Fund: General

Taylor, Rebecca
West High School
RSP 9-12 (Replacement)
"B", Class V, Step 1 - \$70,948.00
Fund: Special Education

Zepeda-Flores, Mauricio Javier
Central Elementary School
SDC TK-2 Aut. ESN (Replacement)
"A", Class I, Step 1 - \$15,650.00
Fund: Special Education

BACKGROUND:

CLASSIFIED

Alfaro, Rosa
Utility Person II (Replacement)
MOT/Tracy High School
Range 35, Step B - \$23.60 + ND
Fund: General Fund

Boone, Bonnie
IEP Para Educator (New)
Poet Christian Elementary
Range 24, Step E - \$20.99 per hour
Fund: Special Education

Dayal, Shareene
Special Education Para Educator (Replacement)
Tracy High School
Range 27, Step C - \$20.53 per hour
Fund: Special Education

Ghosh, Mili
Special Education Para Educator (Replacement)
Tracy Independent Charter School
Range 27, Step C - \$20.53 per hour
Fund: Special Education

Guitron, Reyna
Special Education Para Educator (Replacement)
Art Freiler Elementary
Range 27, Step B - \$19.55 per hour
Fund: Special Education

Jimenez, Laura
Utility Person III (New)
MOT/Jacobson Elementary
Range 38, Step D - \$27.79 per hour
Fund: 50% General Fund
25% Home-to-School Transportation
25% Special Education Transportation

Montijo, David	Utility Person III (New) MOT/North Elementary Range 38, Step E - \$29.15 per hour Fund: 50% General Fund 25% Home-to-School Transportation 25% Special Education Transportation
Morfin, Daniel	Food Services Warehouse/Delivery Driver (Replacement) DEC/Warehouse Range 36, Step C - \$25.29 per hour Fund: Child Nutrition – School Program
Sanchez, Ma Elena	Parent Liaison (New) North Elementary/Villalovoz Elementary Range 28, Step E - \$23.05 per hour Fund: Local #5
Siegel, Patricia	Food Service Worker (Replacement) Kimball High School Range 25, Step A - \$17.86 per hour Fund: Child Nutrition-School Program
Tiscareno, Victoria	Food Service Worker (New) Southwest Park Elementary Range 25, Step A - \$17.86 per hour Fund: Child Nutrition-School Program
Vargas, Yuliana	Food Service Worker (Replacement) Art Freiler Elementary Range 25, Step C -\$19.55 per hour Fund: Child Nutrition-School Program
Ventura, Lidia	Secretary to the Director of Food Services (Replacement) DEC/Food Services Department Range 40, Step C - \$27.79 per hour Fund: Child Nutrition-School Program
Zamora, Sonia	Food Service Worker (Replacement) West High School Range 25, Step E -\$21.49 per hour Fund: Child Nutrition-School Program

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

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



HUMAN RESOURCES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: April 2, 2024
SUBJECT: Acknowledge Receipt of California School Employee Association Sunshine Proposal for the 2024-2025 School Year

BACKGROUND: For the 2024-2025 reopener agreement contract negotiations, CSEA is requesting to meet and negotiate the following articles:

- VIII Pay and Allowances
- X Fringe Benefits
- XI Hours and Overtime
- XLIV Duration and Procedure for Modifying this Agreement.

CSEA proposes a new three-year term July 1, 2024 through June 30, 2027 as well as to establish re-openers for 2025-2026 and 2026-2027.

FUNDING: N/A

RECOMMENDATION: Acknowledge Receipt of California School Employee Association Sunshine Proposal for the 2024-2025 School Year.

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



California
School
Employees
Association

5375 West Lane
Stockton, CA 95210

(209) 472-2170
(800) 757-4229

www.csea.com

Adam Weinberger
Association President

Keith Pace
Executive Director

Member of the AFL-CIO

The nation's largest
independent classified
employee association



March 22, 2024

VIA EMAIL
rpecot@tusd.net

Rob Pecot, Superintendent
Tracy Unified School District
1875 West Lowell Avenue
Tracy, CA 953769

RE: CSEA Initial Proposal-- 2024-2027 Successor

Dear Superintendent Pecot:

Pursuant to Government Code Section 3547, the California School Employees Association and its Tracy Chapter #98 (CSEA) hereby presents its initial proposal for the 2024-2027 successor negotiations:

Article VIII: PAY AND ALLOWANCES

A. Effective July 1, 2024, CSEA proposes a fair and equitable increase to the salary schedule.

8.3 **PAYROLL ERRORS**

CSEA proposes updates and revisions necessary to comply with changes to the applicable laws and regulations

Article X: FRINGE BENEFITS

Effective July 1, 2024, CSEA proposes a fair and equitable increase to the District provided health benefit allowance.

Article XI: HOURS & OVERTIME

- CSEA proposes to clarify language regarding the assignment of Overtime.
- CSEA proposes a fair and equitable increase to the per hour Standby rate.

Article XLIV: DURATION AND PROCEDURE FOR MODIFYING THIS AGREEMENT

CSEA proposes a new three-year term July 1, 2024 through June 30, 2027 as well as to establish re-openers for 2025-2026 and 2026-2027.

Rob Pecot, Superintendent
March 22, 2024
Page 2 of 2

In order to comply with the public notice requirements, please present CSEA's initial proposal at the next scheduled District board meeting. CSEA is prepared to commence negotiations after the completion of the public notice provisions.

Sincerely,

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION


Debra Ladwig
Labor Relations Representative

DL/mk

Cc: Michael Caulfield, Chapter President
Toni Thompson, Regional Representative 42
Rosemarie Lopes-Horn, Area Director E
Stacy Galaviz, *Interim* Field Director
098 file



BUSINESS SERVICES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Tania Salinas Assoc Supt of Business Services
DATE: March 18, 2024
SUBJECT: Consider Claim No. 623725

BACKGROUND: On March 1, 2024, a claim was received by the Tracy Unified School District in which the claimant stated that a loss occurred on 4/25/2023.

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

- a. The statute expired on 10/25/2023 to file a claim for the loss.

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

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

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

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

RECOMMENDATIONS: Reject Claim No. 623725.

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



BUSINESS SERVICES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Tania Salinas, Associate Superintendent of Business Services
DATE: March 26, 2024
SUBJECT: Adopt New Board Policy and Acknowledge New Administrative Regulation
3552 Summer Meal Program (First Reading)

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

RATIONALE: TUSD needs to adopt a new Board Policy and acknowledge the new Administrative Regulation 3552 Summer Meal Program to reflect current laws and language pertaining to school nutrition programs.

FUNDING: There is no cost.

RECOMMENDATION: Adopt New Board Policy and Acknowledge New Administrative Regulation 3552 Summer Meal Program (First Reading).

Prepared by: Brandy Campbell, Director of Food Services.

SUMMER MEAL PROGRAM

The Governing Board recognizes that child nutrition programs have a positive and direct impact upon children's well-being and achievement. To help students and other children in the community remain well-nourished throughout the summer vacation, the district shall sponsor a summer meal program as approved by the California Department of Education (CDE).

The Superintendent or designee shall recommend to the Board one or more sites for meal services based on state and federal program criteria and an assessment of family and community needs.

The summer meal program may be offered in conjunction with educational enrichment or recreational activities in order to encourage participation in other wellness and learning opportunities.

The Superintendent or designee shall develop and coordinate outreach and promotional activities to inform parents/guardians and the community about the availability of the summer meal program and its location(s) and hours.

The Superintendent or designee shall maintain accurate records of all meals served and shall ensure the timely submission of reimbursement claims in accordance with state procedures.

Legal Reference:

CALIFORNIA CODE OF REGULATIONS, TITLE 5:

15510	Mandatory meals for needy students
15550-15565	School lunch and breakfast programs

EDUCATION CODE:

49430-49434	Pupil Nutrition, Health, and Achievement Act of 2001
49490-49494	School breakfast and lunch programs
49500-49505	School meals
49510-49520	Duffy-Moscone Family Nutrition Education and Services Act of 1970
49530-49536	Child Nutrition Act
49540-49546	Childcare food program
49547-49548.3	Comprehensive nutrition services
49550-49562	Meals for needy students
49570	National School Lunch Act

UNITED STATES CODE, TITLE 42:

1751-1769j	School Lunch Program
1758b	Local wellness policy
1761	Summer Food Service Program and Seamless Summer Feeding Option
1771-1792	Child nutrition

SUMMER MEAL PROGRAM

California Center for Research on Women and Families, Summer Meal Program Coalition
<http://ccrwf.org>

Nourish California
<http://nourishca.org>

California School Nutrition Association
<https://calsna.org>

California Department of Education, Nutrition Services Division
<https://www.cde.ca.gov/ls/nu>

CSBA
<https://www.csba.org>

SUMMER MEAL PROGRAM

Site Selection

In identifying locations where summer meals may be provided, the Superintendent or designee shall document site eligibility according to the following criteria: (7 CFR 225.2, 225.15)

1. Open Site: The site provides meals to all children in the area and is located at a school or non-school site within the geographical boundaries of a school attendance area where at least 50 percent of the children are eligible for free or reduced-price meals.
2. Restricted Open Site: The site initially meets the criteria of an "open site," but the district must restrict or limit participation on a first-come, first-served basis due to security, safety, or control concerns.
3. Closed Enrolled Site: The site is open only to enrolled children, as opposed to the community at large, and at least 50 percent of the enrolled children at the site are eligible for free or reduced-price school meals, as determined by approval of applications in accordance with 7 CFR 225.15(f).

Whenever the district offers the summer meal program at a site that provides summer school sessions, it shall ensure that the site is open to students enrolled in summer school and to all children residing in the area served by the site. (7 CFR 225.14)

Meal Service

In accordance with the district's agreement with the California Department of Education (CDE), the summer meal program may offer breakfast and lunch. All meals shall be provided within the time periods specified in 7 CFR 225.16. (42 USC 1761; 7 CFR 225.16)

Meals provided through the district's summer meal program shall be available at no cost to: (42 USC 1761; 7 CFR 225.2)

1. Children age 18 or younger
2. Persons over age 18 who meet the CDE's definition of having a physical or mental disability and who are participating in a public or nonprofit private school program established for individuals with a disability.

The Superintendent or designee shall designate a person at each participating site to serve as the program's food service worker. The food service worker shall ensure the site is cleaned before and after the meal and record the number of complete meals served to eligible children each day.

Additional Requirements for Seamless Summer Feeding Option

SUMMER MEAL PROGRAM

All meals offered through the summer meal program shall meet U.S. Department of Agriculture minimum meal patterns as specified in 7 CFR 225.16 or the meal patterns required for the National School Lunch and Breakfast Programs. (42 USC 1761; 7 CFR 225.16)

The Superintendent or designee shall submit to the CDE monthly reimbursement claims based on the number of eligible meals served.

The Superintendent or designee shall retain all records pertaining to the program for a period of three years after the end of the fiscal year to which they pertain. (7 CFR 225.6, 225.15)



BUSINESS SERVICES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Tania Salinas, Associate Superintendent of Business Services
DATE: March 26, 2024
SUBJECT: Adopt New Board Policy and Acknowledge New Administrative Regulation
3550 Food Service/Child Nutrition Program (Second Reading)

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

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

FUNDING: There is no cost.

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

Prepared by: Brandy Campbell, Director of Food Services.

FOOD SERVICE/CHILD NUTRITION PROGRAM**Nutrition Standards for School Meals**

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

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

Drinking Water

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

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

Food Safety

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

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

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

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

FOOD SERVICE/CHILD NUTRITION PROGRAM

Inspection of Food Facilities

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

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

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



BUSINESS SERVICES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Tania Salinas, Associate Superintendent of Business Services
DATE: March 26, 2024
SUBJECT: **Accept revised Board Policy and Administrative Regulation 3554 Other Food Sales and Board Policy 3555 Nutrition Program Compliance (Second Reading)**

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

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

FUNDING: There is no cost.

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

Prepared by: Brandy Campbell, Director of Food Services.

Other Food Sales OTHER FOOD SALES

The Governing Board believes that sales of foods and beverages at school during the school day should be aligned with the district's goals to promote student wellness. Any food sales conducted outside the district's food service program shall meet nutritional standards specified in law, Board policy, and administrative regulation and shall not reduce student participation in the district's food service program.

~~(cf. 3550—Food Service/Child Nutrition Program)~~

~~(cf. 3551—Food Service Operations/Cafeteria Fund)~~

~~(cf. 3553—Free and Reduced Price Meals)~~

~~(cf. 5030—Student Wellness)~~

~~(cf. 5141.27—Food Allergies/Special Dietary Needs)~~

The Board authorizes the Superintendent or designee to approve the sale of foods and beverages outside the district's food service program, including sales by student or school-connected organizations, sales through vending machines, and/or sales at secondary school student stores for fundraising purposes.

~~(cf. 1230—School Connected Organizations)~~

~~(cf. 1321—Solicitations of Funds from and by Students)~~

When vending machines are sponsored by the district or a student or adult organization, the Superintendent or designee shall determine how and where vending machines may be placed at school sites, district offices, or other school facilities.

~~(cf. 3312—Contracts)~~

Legal Reference:**CALIFORNIA CODE OF REGULATIONS, TITLE 5:**

15500	Food sales in elementary schools
15501	Food Ssales in high schools and junior high schools
15575-15578	Requirements for foods and beverages outside the federal meals program

EDUCATION CODE:

35182.5	Contracts, non-nutritious beverages for advertising
48931	Authorization and for sale of food by student organization
49430-494346	Pupil Nutrition, Health, and Achievement Act of 2001
51520	School premises; p rohibited solicitations on school premises

HEALTH AND SAFETY CODE:

113700-114437	California Retail Food Code; sanitation and safety requirements
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UNITED STATES CODE, TITLE 42:

TUSD Board Adopted: 4/18/2006/27/17

~~Other Food Sales~~ **OTHER FOOD SALES**

1751-1769j ~~National School Lunch Act, including:~~ **School Lunch Program**
1758b ~~Note~~ Local wellness policy
1771-1791 Child nutrition, ~~School Breakfast Program~~

CODE OF FEDERAL REGULATIONS, TITLE 7:

210.1-210.343 National School Lunch Program
220.1-220.21 National School Breakfast Program

Management Resources:

CALIFORNIA DEPARTMENT OF EDUCATION MANAGEMENT BULLETINS

06-110 Restriction on Food and Beverage Sales Outside of the School Meal Program, August 2006

CSBA PUBLICATIONS

Monitoring for Success: Student Wellness Policy Implementation Monitoring Report and Guide, 2007
Nutrition Standards for Schools: Implications for Student Wellness, Policy Brief, rev. October 2007
Student Wellness: A Healthy Food and Physical Activity Policy Resource Guide, rev. April 2006

FISCAL CRISIS AND MANAGEMENT ASSISTANCE TEAM PUBLICATIONS

Associated Student Body Accounting Manual and Desk Reference, 2002

NATIONAL ASSOC. OF STATE BOARDS OF EDUCATION PUBLICATIONS

Fit, Healthy and Ready to Learn, 2000

WEB SITES

CSBA District and County Office of Education Legal Services
<http://www.csba.org>

U.S. Dept. of Agriculture, Food and Nutrition Information Center:
<http://www.nal.usda.gov/fnic>

California Project LEAN (Leaders Encouraging Activity and Nutrition)
<http://www.californiaprojectlean.org>

TUSD Board Adopted: 11/18/200-6/27/17

~~Other Food Sales~~ **OTHER FOOD SALES**

Centers for Disease Control and Prevention

<http://www.cde.gov>

National Association of State Boards of Educations

<http://www.nasbe.org>

California Department of Education, Nutrition Services Division

<http://www.cde.ca.gov/ls/nu>

California Department of Public Health

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

California Healthy Kids Resource Center

<http://www.californiahealthykids.org>

CSBA

<https://www.csba.org>

Fiscal Crisis and Management Assistance Team

<http://www.fcmat.org>

~~Other Food Sales~~ OTHER FOOD SALESA. ~~Purpose and Scope~~

Any food sales conducted outside the district's food service program shall meet nutritional standards specified in law, Board policy, and administrative regulation and shall not reduce student participation in the district's food service program.

B. ~~General~~

Food and beverage sales outside the district's food service program shall comply with applicable nutritional standards specified in Education Code 4931, 49431.2, 49431.5, and 49431.7.

C. ~~Forms Used and Additional References~~

N/A

D. ~~Procedure~~

At an elementary school, the sale of foods or beverages that do not comply with the standards in Education Code 49431 and 49431.5 may be permitted, as part of a fundraising event, only when the items are sold by students of the school and the sale meets either of the following conditions: (Education Code 49431, 49431.5)

1. It takes place off and away from school premises.
2. It takes place at least one half hour after the end of the school day.

At a middle, junior high, or high school, the sale of food items that do not comply with the standards in Education Code 49431.2 may be permitted in any of the following circumstances: (Education Code 49431.2)

1. The sale takes place off and away from school premises.
2. The sale takes place on school premises at least one half hour after the end of the school day.
3. The sale occurs during a school-sponsored student activity after the end of the school day.

Beverage sales that do not comply with the standards in Education Code 49431.5 may be permitted at a middle or junior high school as part of a school event under either of the following circumstances: (Education Code 49431.5)

1. The sale occurs during a school-sponsored event and takes place at the location of the event at least one half hour after the end of the school day.
2. Vending machines, student stores, and cafeterias are used later than one half hour after the end of the school day.

~~Other Food Sales~~ OTHER FOOD SALES**Additional Requirements for Schools Participating in Federal Meal Program Program**

~~The sale of foods~~ For any district school participating in the National School Lunch and/or Breakfast Program, food or beverage sales conducted outside of the district's food service program on school campuses during meal periods in food service areas ~~the school day~~ shall comply with applicable standards specified in be allowed only if all income from the sale, including the sale of approved foods or drinks from vending machines, accrues to the benefit of the school, the school food service program, or the student organization(s) sponsoring the sale. (7 CFR 210.11 and 220.12 or with state nutrition standards in Education Code 49431-49431.7 and 5 CCR 15500-15501 and 155754-15578, whichever rule is stricter.

These standards shall apply to all competitive foods and beverages sold from midnight before the school day to one-half hour after the end of the school day. (7 CFR 210.11)

No foods of minimal nutritional value, as listed in 7 CFR 210, Appendix B, and 7 CFR 220, Appendix B, shall be sold in food service areas during breakfast and lunch periods. (7 CFR 210.11, 220.12)

In a school with any of grades K-8 that is participating in the National School Lunch and/or Breakfast Program, the Superintendent or designee shall not permit the sale of foods by a student organization except when all of the following conditions are met: (5 CCR 15500)

1. The student organization shall sell only one food item per sale.
2. The specific nutritious food item is approved by the Superintendent or designee **in accordance with Board policy**.
3. The sale does not begin until after the close of the regularly scheduled midday food service period.
4. The sale during the regular school day is not of food items prepared on the premises.
5. There are no more than four such sales per year per school.
6. ~~The food sold is a dessert-type food, such as pastry, ice cream, or fruit.~~
7. The food sold is not one sold in the district's food service program at that school during that school day.

~~In junior high and~~ **any middle or** high schools, a student organization may be approved to sell food items during or after the school day if all of the following conditions are met: (5 CCR 15501)

~~Other Food Sales~~ **OTHER FOOD SALES**

1. Only one student organization conducts a food sale on a given school day and the organization sells no more than three types of food or beverage items, except that up to four days during the school year may be designated on which any number of organizations may conduct the sale of any food items.
2. The specific nutritious food items are approved by the Superintendent or designee **in accordance with Board policy.**
3. Food items sold during the regular school day are not prepared on the premises.
4. The food items sold are not those sold in the district's food service program at that school during that school day.

The Superintendent or designee shall maintain records and shall require organizations selling foods and beverages to maintain records, to document compliance with federal nutrition standards for all competitive foods and beverages sold through and outside the district's food services program. At a minimum, these records shall include receipts, nutrition labels, and/or product specifications. (7 CFR 210.11)

(11/03 11/05) 11/07

Board Acknowledged: 11/18/2008

~~Nutrition Program Compliance~~ NUTRITION PROGRAM COMPLIANCE

The Governing Board recognizes the district's responsibility to comply with state and federal nondiscrimination laws as they apply to the district's nutrition programs. The district shall not deny any individual the benefits or service of any nutrition program or discriminate against him/her on any basis prohibited by law.

~~(cf. 0410—Nondiscrimination in District Programs and Activities)—
(cf. 3550—Food Service/Child Nutrition Program)
(cf. 3552—Summer Meal Program)
(cf. 3553—Free and Reduced Price Meals)—
(cf. 5030—Student Wellness)~~

Compliance Coordinator

The Board ~~designates the~~ **shall designate a compliance coordinator for nutrition programs, who may also be the compliance officer(s)** specified in AR 1312.3 - Uniform Complaint Procedures, ~~as the district's civil rights coordinator to ensure compliance with the laws governing it's the district's nutrition programs. and to investigate any related complaints.~~

The responsibilities of the compliance ~~officer~~/coordinator include, but are not limited to:

1. Providing the name of the ~~civil rights~~ **compliance** coordinator, ~~the~~ Section 504 coordinator, and ~~the~~ Title IX coordinator, if different from the ~~civil rights compliance~~ coordinator, to the California Department of Education and other interested parties
~~(cf. 6164.6—Identification and Education Under Section 504)~~
2. Annually providing mandatory civil rights training to all frontline staff who interact with program applicants or participants and to those who supervise frontline staff

The subject matter of such training shall include, but not be limited to, collection and use of data, effective public notification systems, complaint procedures, compliance review techniques, resolution of noncompliance, requirements for reasonable accommodation of persons with disabilities, requirements for language assistance, conflict resolution, and customer service.

3. Establishing admission and enrollment procedures that do not restrict enrollment of students on the basis of race, ethnicity, national origin, or disability, including preventing staff from incorrectly denying applications and ensuring that such persons have equal access to all programs
~~(cf. 6159—Individualized Education Program)~~
4. Sending a public release announcing the availability of the child nutrition programs and/or changes in the programs to public media and to community and grassroots organizations that interact directly with eligible or potentially eligible participants
5. Communicating the program's nondiscrimination policy and applicable complaint procedures, as provided in the section "Notifications" below
6. Providing appropriate translation services when a significant number of persons in the surrounding population have limited English proficiency
7. Ensuring that every part of a facility is accessible to and usable by persons with

disabilities and that participants with disabilities are not excluded from the benefits or services due to inaccessibility of facilities

8. Ensuring that special meals are made available to participants with disabilities who have a medical statement on file documenting that their disability restricts their diet
(~~cf. 5141.27—Food Allergies/Special Dietary Needs~~)
9. Implementing procedures to process and resolve civil rights (~~discrimination~~) complaints, **including alleged discrimination on the basis of race, color, national origin, age, sex, sexual orientation, gender identity or disability** and program-related complaints, including maintaining a complaint log, and working with the appropriate person to resolve any complaint, **and referring the complaint to the appropriate state or federal agency when necessary.**
10. Developing a method, which preferably uses self-identification or self-reporting, to collect racial and ethnic data for potentially eligible populations, applicants, and participants
(~~cf. 5022—Students and Family Privacy Rights~~)
(~~cf. 5125—Student Records~~)

Notifications

The compliance coordinator shall ensure that ~~The U.S. Department of Agriculture's (USDA)~~ "And Justice for All" civil rights poster or a substitute poster approved by the USDA's Food and Nutrition Service, ~~shall be~~ **is** displayed in areas visible to the district's nutrition program participants, such as food service areas and school offices.

The **compliance** coordinator shall notify the public, all program applicants, participants, and potentially eligible persons of their ~~program~~ rights and responsibilities and steps necessary for ~~participation to participate in the nutrition programs, including program requirements and program availability.~~ Applicants, participants, and the public also shall be advised of their right to file a complaint, how to file a complaint, the complaint procedures, and that a complaint may be file anonymously or by a third party.

(~~cf. 5145.6—Parental Notifications~~)

In addition, **the compliance coordinator shall ensure that** all forms of communication available to the public regarding program availability shall contain, in a prominent location, ~~the following statement: the most current version of the nondiscrimination statement provided by the~~ **USDA about the district's status as an equal opportunity provider and the address of the agency with responsibility to handle complaints against the district.**

~~"In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.~~

~~Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotope, American Sign Language, etc.), should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of~~

hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, (AD-3027) found online at: http://www.aser.usda.gov/complaint_filing_cust.html, and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by:

- (1) mail: U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW
Washington, D.C. 20250-9410;
- (2) fax: (202) 690-7442; or
- (3) email: program.intake@usda.gov.

This institution is an equal opportunity provider."

Forms of communication requiring this nondiscrimination statement include, but are not limited to, web sites, public information releases, publications, and posters, but exclude **items such as cups, buttons, magnets, menus, and pens that identify the program when the size or configuration makes it impractical.** The nondiscrimination statement need not be included on every page of program information on the district's or school's web site, but the statement or a link to the statement shall be included on the home page of the program information.

A short version of the nondiscrimination statement, stating "~~This institution is an equal opportunity provider,~~" as **provided by the USDA**, may be used on pamphlets, brochures, and flyers in the same print size as the rest of the text.

Complaints of Discrimination

~~Any complaint concerning the district's nutrition programs shall be investigated using the process identified in AR 1312.3—Uniform Complaint Procedures.~~
(cf. 1312.3—Uniform Complaint Procedures)

~~When a complaint alleging discrimination of the basis of race, color, national origin, sex, age, or disability is unresolved at the district level, the coordinator shall notify the complainant of the option to contact and/or forward his/her complaint to one of the following agencies:~~

1. ~~Child Nutrition Program Civil Rights and Program Complaint Coordinator, California Department of Education, Nutrition Services Division, 1430 N Street, Room 4503, Sacramento, CA 95814-2342 or call (916) 323-8531 or (800) 952-5609~~
2. ~~U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410, (866) 632-9992, (800) 877-8339 (Federal Relay Service—English), (800) 845-6136 (Federal Relay Service—Spanish), fax (202) 690-7442, or email program.intake.usda.gov.~~

A complaint alleging discrimination in the district's nutrition program(s) on the basis of race, color, national origin, sex, sexual orientation, gender identity, age, or disability shall, within 180 days of the alleged discriminatory act, be filed or referred to USDA at any of the following: (5 CCR 15582)

Mail: U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW
Washington, D.C. 20250-9410
Phone: (866) 632-9992, (800) 877-8339 (Federal Relay Service - English, deaf, hard of hearing, or speech disabilities), (800) 845-6136 (Federal Relay Service - Spanish)
Fax: (833) 256-1665 or (202) 690-7442
Email: program.intake@usda.gov

Complaints of discrimination on any other basis shall be investigated by the district using the process identified in AR 1312.3 - Uniform Complaint Procedures.

Complaints Regarding Noncompliance with Program Requirements

Any complaint alleging that the district has not complied with program requirements pertaining to meal counting and claiming, reimbursable meals, eligibility of a child or adult, use of cafeteria funds and allowable expenses in relation to any child nutrition program specified in Education Code 49550-49564.5 shall be filed with or referred to CDE. (Education Code 49556; 5 CCR 15584)

Complaints against a program operator that is not an educational agency shall be filed with or referred to CDE. (5 CCR 15584)

Complaints of noncompliance with any other nutrition program requirements shall be submitted to and investigated by the district using the following procedures.

Complaints may be filed by a student or the student's duly authorized representative by phone, email, or letter. The complaint shall be submitted within one year from the date of the alleged violation and shall include the following: (5 CCR 15581)

1. A statement that the district has violated a law or regulation relating to its child nutrition program
2. The facts on which the statement is based
3. The name of the district or the school against which the allegations are made
4. The complainant's contact information
5. The name of the student if alleging violations regarding a specific student

The district shall investigate and prepare a written report pursuant to 5 CCR 4631. (5 CCR 15583)

The district shall investigate and prepare a written report pursuant to 5CCR 4631. (5 CCR 15583)

Unless extended by written agreement with the complainant, the district's compliance coordinator shall investigate the complaint and prepare a written report to be sent to the complainant within 30 calendar days of the district's receipt of the complaint. If the complainant is dissatisfied with the compliance coordinator's decision, the complainant may, within five business days, file the complaint in writing with the Board.

If the complainant is not satisfied with the findings in the district's report, the complainant may appeal the decision to CDE by filing a written appeal within 30 days of receiving the decision. (5 CCR 4632)

Legal Reference:

CODE OF REGULATIONS, TITLE 5:

15580-15584	Child nutrition programs complaint procedures
3080	Application of section Applicability of uniform complaint procedures regarding students with disabilities
4600-468770	Uniform complaint procedures
4900-4965	Nondiscrimination in elementary and secondary education programs receiving state or federal financial assistance

EDUCATION CODE:

200-262.4	Prohibition of discrimination
42238.01	Definitions for purposes of funding
48985	Notices to parents in language other than English
49060-49079	Student records
49490-49590	Child nutrition programs

PENAL CODE:

422.6	Interference with constitutional right or privilege Crimes; harassment
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UNITED STATES CODE, TITLE 20:

1400-1482	Individuals with Disabilities in Education Act
1681-1688	Title IX of the Education Amendments of 1972; discrimination based on sex or blindness;

CODE OF FEDERAL REGULATIONS, TITLE 28:

35.101-35.190	Americans with Disabilities Act
36.303	Nondiscrimination on the basis of disability, public accommodations, Auxiliary aids, and services

UNITED STATES CODE, TITLE 29:

794 Section 504 of the Rehabilitation Act of 1973

CODE OF FEDERAL REGULATIONS, TITLE 34:

100.1-100.13 Nondiscrimination in federal programs; effectuating Title VI
 104.1-104.39 Section 504 of the Rehabilitation Act of 1973
 106.1-106.61 Discrimination on the basis of sex, effectuating Title IX, especially;
 106.9 Dissemination of policy

UNITED STATES CODE, TITLE 42:

12101-12213 Americans with Disabilities Act
 2000d-2000d-7 Title VI, Civil Rights Act of 1964
 2000e-2000e-17 Title VII, Civil Rights Act of 1964 as amended
~~2000h-2000h-6~~ Title IX

CODE OF FEDERAL REGULATIONS, TITLE 7:

210.19 National School Lunch Program; additional responsibilities
 210.23 National School Lunch Program; district responsibilities
 215.14 Special Milk Program; nondiscrimination
 215.7 Special Milk Program; requirements for participation
220.13 School Breakfast Program; special responsibilities of state agencies
 220.7 School Breakfast Program; requirements for participation
 225.3 Summer Food Service Program; administration
 225.7 Summer Food Service Program; program monitoring
226.6 Child and Adult Care Food Program; state agency administrative responsibilities
250.15 Out-of-condition donated foods, food recalls, and complaints

Management Resources:

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATION

Civil Rights and Complaint Procedures for the U.S. Department of Agriculture Child Nutrition Programs, rev. ~~November 2015~~ **June 2018**

U.S. DEPARTMENT OF AGRICULTURE, FOOD AND NUTRITION SERVICE
 PUBLICATIONS

USDA Nondiscrimination Statement, December 2022

Application of Bostock v. Clayton County to Program Discrimination Complaint Processing – Policy Update, CRD 01-2022, May 2022

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

U.S. DEPARTMENT OF EDUCATION, OFFICE FOR CIVIL RIGHTS PUBLICATION

TUSD Adopted: 06.27.17

Notice of Non-Discrimination, August 2010

WEB SITES

CSBA District and County Office of Education Legal Services:
<https://legalservices.csba.org>

U.S. Department of Agriculture, Office for Civil Rights:
<http://www.ascr.usda.gov>

U.S. Department of Agriculture, Food and Nutrition Services:
<http://www.fns.usda.gov>

California Department of Education, Nutrition Services Division:
<http://www.cde.ca.gov/ls/nu>

U.S. Department of Education, Office for Civil Rights:
<http://www2.ed.gov/ocr>

~~Approved: 6/27/17~~

NUTRITION PROGRAM COMPLIANCE

NONDISCRIMINATION STATEMENT FOR NUTRITION PROGRAMS

The following statement shall be included in a prominent location, on all forms available to the public regarding the availability of the district's child nutrition programs:

"In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, this institution is prohibited from discriminating on the basis of race, color, national origin, sex (including gender identity and sexual orientation), disability, age, or reprisal or retaliation for prior civil rights activity.

Program information may be made available in languages other than English. Persons with disabilities who require alternative means of communication to obtain program information (e.g., Braille, large print, audiotope, American Sign Language, etc.), should contact the responsible state or local agency that administers the program or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339.

To file a program discrimination complaint, a Complainant should complete a Form AD-3027, USDA Program Discrimination Complaint Form, which can be obtained online at: <https://www.usda.gov/sites/default/files/documents/ad-3027.pdf>, from any USDA office, by calling (866) 632-9992, or by writing a letter addressed to the USDA. The letter must contain the complainant's name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) about the nature and date of an alleged civil rights violation. The completed AD-3027 form or letter must be submitted to USDA by:

(1) mail: U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW
Washington, D.C. 20250-9410; or

(2) fax: (833) 256-1665 or (202) 690-7442; or

(3) email: Program.Intake@usda.gov

This institution is an equal opportunity provider."

On pamphlets, brochures, and flyers, in the same print size as the rest of the text, the district may print a short version of the nondiscrimination statement, as follows:

"This institution is an equal opportunity provider."



HUMAN RESOURCES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Tammy Jalique, Assoc Supt of Human Resources
DATE: March 19, 2024
SUBJECT: Approve New Job Description and Salary for Expanded Learning Programs Coordinator (ELO-P Grant Funded)

BACKGROUND: TUSD receives approximately \$6.1 million annually through the ELO-P grant, exclusively designated for extended learning opportunities outside of regular school hours. These funds have been instrumental in expanding our Boys & Girls Club After School programs in recent years. As we continue to expand and allocate resources to these programs, we must maintain the quality of our offerings and utilize all allocated funds. Failure to do so not only risks losing future funding but also diminishes the overall grant amount. To ensure the ongoing success of our extended learning initiatives, the district has developed a new job description for an Expanded Learning Programs Coordinator. This position will report to the Associate Superintendent for Educational Services and the Director of Continuous Improvement, State & Federal Programs, this role will focus on overseeing the implementation of high-quality extended learning programs to support the academic and social-emotional needs of our students. Responsibilities will include evaluating program quality, ensuring compliance with federal and state regulations, coordinating with other district programs, pursuing additional funding through grant writing, and analyzing program data. This position will serve as a key educational leader across the district, with a primary focus on supporting educational programs from TK to 12th grade.

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

FUNDING: ELO-P Grant Fund – LME Range 49

RECOMMENDATION: Approve New Job Description and Salary for Expanded Learning Programs Coordinator (ELO-P Grant Funded).

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

TRACY UNIFIED SCHOOL DISTRICT JOB DESCRIPTION POSITION

POSITION TITLE: Expanded Learning Programs Coordinator (ELO-P Grant Funded)

DEPARTMENT/DIVISION: Continuous Improvement, State & Federal Programs

POSITION SUMMARY: Under the direction of the Associate Superintendent for Educational Services and the Director of Continuous Improvement, State & Federal Programs, this position will support the implementation of extended programs to promote and support students' academic and social-emotional needs. This position will evaluate the quality of before-school, after-school, and summer programs and ensure compliance with federal and state evaluation requirements and categorical program monitoring. This position will communicate and integrate programs effectively with other programs within TUSD, write grants for additional funding, and assist in the collection, interpretation, and analysis of data. Serves as an educational leader across the district, with primary responsibility for educational programs TK-12th grade.

EDUCATION AND EXPERIENCE:

A valid California Teaching Credential and master's degree is preferred. Must possess or be able to obtain a valid California Administrative Services Credential. Successful experience in the field of education, including a minimum of five years of teaching experience is required.

Administrative or extended learning program experience in a school setting is preferred.

Experience with program evaluation and data collection preferred. A valid California Driver's License is required; have willingness and ability to travel throughout the district.

ESSENTIAL FUNCTIONS:

1. Develop and oversee the implementation of extended learning programs to support student learning needs.
2. Review and evaluate the quality of expanded learning programs, and special project budgets, and ensure compliance with federal and state evaluation requirements.
3. Serve as part of the educational services and extended learning partner teams to meet the social, emotional, and educational needs of all students in extended learning opportunities.
4. Collaborate with other TUSD and county-wide programs to integrate initiatives effectively.
5. Write grant proposals to secure funding for extended learning programs/special programs.
6. Maintain accurate records and reports related to program implementation and evaluation.
7. Collaborate with the department director and finance team to gather, compute, and compile technical reports, including revisions and amendments as required for extended learning budget-related matters.
8. Work with extended learning partners, facilities, and outside contractors on projects and assist in the ordering process of extended learning materials.
9. Assists in the collection, interpretation, and use of data and assessment results to improve extended learning and integrated special programs as part of the Local Control Accountability Plan strategic goals and key initiatives.

10. Assists in the collection, interpretation, and use of data and assessment results to improve extended learning and special programs.
11. Provide and support presentations, training, workshops, and field support for staff and students before school, after school, and all related ELOP activities/sessions, as needed.
12. Supervise and evaluate certificated and classified staff as assigned.
13. Maintain data on extended learning project status with other departments in the district and establish and maintain project files.
14. Communicate effectively with TUSD departments, engagement partners, county office personnel, other community partners, and funding agencies as needed.
15. Assists in leading, managing, and delivering the implementation of a professional development programs and training for staff in extended learning programs and integrated special programs throughout the district.
16. Develop and maintain effective relationships with students, parents, staff, and administration, in the district and with extended learning community partners.
17. Maintain confidentiality regarding students, staff, and programs.
18. Implement and maintain multiple projects and deadlines.
19. Perform other related tasks and assume other responsibilities as assigned.
20. Maintain regular and prompt attendance in the workplace.

SKILLS AND QUALIFICATIONS:

1. Comprehensive knowledge of and experience with effective presentation strategies.
2. Program administration principles and techniques.
3. Ability to provide leadership to district and extended learning and special programs communities/employees.
4. Communicate and collaborate effectively with diverse groups and audiences.
5. Ability to understand rules, regulations, and guidelines relating to grant and categorical funding.
6. Problem analysis and report writing techniques; data organization and presentation.
7. Ability to manage multiple projects using effective organization and planning techniques.
8. Ability to analyze situations accurately and adopt effective courses of action.
9. Ability to lead others effectively.
10. Ability to communicate and compose correspondence independently; communicate effectively, orally and in writing.
11. Ability to integrate current technology into work and job functions.
12. Ability to effectively coach certificated staff.
13. Work independently with minimal supervision.
14. Possess and utilize effective decision-making, problem-solving, and solutions-based skills.
15. Physical capability sufficient to perform job tasks.

WORK ENVIRONMENT:

Employees in this position will be required to work indoors, outdoors, in a standard office and/or classroom/school environment, and come in direct contact with staff, students, and the public. The Extended Learning Programs Coordinator must perform duties and responsibilities that occur outside the school campus and district office for related activities and events, including off-site meetings, professional development, interventions, evaluations, training, and/or any other special program-related activities. Driving a vehicle to conduct work at school sites or in the community is frequently required.

PHYSICAL REQUIREMENTS:

Employees in this position must have the ability to:

1. Sit for extended periods.
2. Stand and/or walk on hard and/or uneven surfaces for extended periods.
3. Bend, squat, stoop, and/or climb for extended periods.
4. Reach overhead, grasp, and push/pull up to 50 pounds for short distances.
5. Enter data/information in a computer terminal and operate standard office equipment for extended periods.
6. See and read a computer screen and printed matter with or without vision aids.
7. Speak so that others may understand at normal levels and on the telephone.
8. Hear and understand at normal levels and on the telephone with or without hearing aids.
9. Lift and carry up to 50 pounds at shoulder height for short distances.

SALARY: LME Range 49

DAYS OF SERVICE: 225

ADOPTED: TUSD



HUMAN RESOURCES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: April 9, 2024
SUBJECT: Approve Revised Job Description for Coordinator of Instructional Services and Curriculum

BACKGROUND: The job description for Coordinator of Instructional Services and Curriculum was approved by the Board on January 9, 2024. The requirement of holding a Library Media Teacher Services credential is being changed from required to preferred in order to widen the pool of candidates.

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

FUNDING: No funding impact.

RECOMMENDATION: Approve Revised Job Description for Coordinator of Instructional Media Services and Curriculum.

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

TRACY UNIFIED SCHOOL DISTRICT JOB DESCRIPTION

POSITION TITLE: Coordinator of Instructional Media Services and Curriculum

DEPARTMENT: Educational Services

POSITION SUMMARY:

The Coordinator of Instructional Media Services, under the direction of Director of Professional Learning, is responsible for instructional materials, including but not limited to instructional media, textbooks, library materials, software, testing and assessment, and staff development.

ESSENTIAL FUNCTIONS:

1. Develop and carry out the District's school library media program.
2. Oversees the operation of the Instructional Media Center and other instructional programs as assigned.
3. Assists with the integration of educational technology into the educational program of the District.
4. Works with library personnel, teacher librarians, and administrators in planning and implementing library services for a changing curriculum and student needs.
5. Oversees the textbook adoption process including selection and training of committee members, providing state recommended materials and frameworks, preparing reports of the process from the needs assessment to the selection, and supporting implementation of the adopted program.
6. Represents the library/media program with the intention of strengthening the total educational process.
7. Provides staff development and instruction that align with national and state school library standards, state content standards and local priorities.
8. Trains Library Technicians, teacher librarians, and IMC staff in routines of the library and Instructional Media Center.
9. Supervises the selection, ordering and cataloging of school library/media center print, non-print and electronic media materials, including periodicals and teacher reference materials.
10. Supervises the circulation, shelving, filing, processing of books, media and text materials, and use of the library software and hardware.
11. Monitors budgets and develops and implements board policies and administrative procedures for the Instructional Media Center, school library/media centers and textbooks.
12. Promotes and encourages student use of library/media center materials to improve information literacy, digital literacy, digital citizenship, and enjoyment of reading.
13. Develops and evaluates the K-12 and adult education library services program based upon established yearly priorities.
14. Assists the Director of Professional Learning and participates on the Educational Services team with the development of the K-12 curriculum, assessments and staff development.
15. Plans and conducts staff development in-services relevant to instructional materials, curriculum, pedagogy and assessment.
16. Assists with the integration of educational technology into the educational program of the District.
17. Works collaboratively with Information Services and Educational Technology Department to develop guidelines for evaluation, selection, and implementation of electronic instructional materials.
18. Maintains regular and prompt attendance in the workplace.
19. Performs other related duties as assigned by the Director of Professional Learning.

EDUCATION AND EXPERIENCE: Ability to provide and carry out oral and written directions in English, to read and speak at a level sufficient to fulfill the duties described. A valid Library Media Teacher Services credential is **preferred** required, and an Administrative Services credential is desirable. Master Degree is desirable. Successful experience as a school or district administrator with experience in developing and implementing educational programs for students in grades K-12, preferred. Possession of an appropriate California driver's license; have willingness and ability to travel throughout the District.

SKILLS AND QUALIFICATIONS:

1. Knowledge of curriculum in the areas of school library media programs, reading literacy, information literacy and library technology.
2. Knowledge of current trends in education.
3. Knowledge of business and management principals involved in strategic planning, resource allocation, human resource modeling and leadership technique.
4. Knowledge of operating policies, rules and procedures of the District.
5. Ability to develop and manage department systems.
6. Ability to maintain cooperative working relationships with those contacted in the course of work.
7. Ability to communicate effectively, both orally and in writing.
8. Ability to prepare comprehensive reports.
9. Ability to select and manage classified staff with skills and abilities that match District and school needs and enhance program effectiveness.
10. Ability to apply quality management tools to organizational data and make process improvement changes.
11. Strong interpersonal skills.

PHYSICAL REQUIREMENTS:

Employees in this position must have the ability to:

1. Sit for extended periods of time.
2. Stand and/or walk on hard and/or uneven surfaces for extended periods of time.
3. Bend, squat, stoop and/or climb for extended periods of time.
4. Reach overhead, grasp, push/pull up to 50 pounds for short distances.
5. Enter data/information in a computer terminal and operate standard office equipment for extended periods of time.
6. See and read a computer screen and printed matter with or without vision aids.
7. Speak so that others may understand at normal levels and on the telephone.
8. Hear and understand at normal levels and on the telephone with or without hearing aids.
9. Lift and carry up to 50 lbs. at waist height for short distances.

WORK ENVIRONMENT:

Employees in this position will be required to work indoors in a standard office environment and/or library environment and come in direct contact with District and site staff, and the public.

SALARY: 49 LME Salary Schedule

DAYS OF SERVICE: 225 days

Adopted: 01.09.24