

**NOTICE**  
**REGULAR MEETING OF THE GOVERNING BOARD**  
**TRACY UNIFIED SCHOOL DISTRICT**

**DATE: TUESDAY, JUNE 11, 2019**

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

**TIME: 6:30 PM Closed Session  
7:00 PM Open Session**

**AGENDA**

- |           |  |                |
|-----------|--|----------------|
| <b>1.</b> | <b>Call to Order</b>   | <b>Pg. No.</b> |
| <b>2.</b> | <b>Roll Call – Establish Quorum</b><br>Board: S. Abercrombie, A. Alexander, J. Costa, B. Pekari, S. Kaur, J. Silcox, L. Souza<br>Staff: B. Stephens, C. Goodall, S. Harrison, T. Jalique, B. Etcheverry  |                |
| <b>3.</b> | <b>Closed Session:</b> Opportunity to Address the Board Regarding Closed Session Items which follow. Closed session is limited to consideration of items specifically authorized under the Government Code and/or the Education Codes.<br><b>3.1 Administrative &amp; Business Services:</b> None.<br><br><b>3.2 Educational Services:</b><br><b>3.2.1</b> Reinstatements #19-20/#01, #19-20/#02, #19-20/#03, #19-20/#04<br><b>Action:</b> Motion__ ; Second__ . <b>Vote:</b> Yes__ ; No__ ; Absent__ ; Abstain __<br><br><b>3.3 Human Resources:</b><br><b>3.3.1</b> Consider Public Employee/Employment/Discipline/Dismissal/Release<br><b>Action:</b> Motion__ ; Second__ . <b>Vote:</b> Yes__ ; No__ ; Absent__ ; Abstain __<br><b>3.3.2</b> Conference with Labor Negotiator<br>Agency Negotiator: Tammy Jalique<br>Associate Superintendent of Human Resources<br>Employee Organization: CSEA, TEA |                |
| <b>4.</b> | <b>Adjourn to Open Session</b>   |                |
| <b>5.</b> | <b>Call to Order and Pledge of Allegiance</b>  |                |

6. **Closed Session Issues:**
  - 6a Report Out of Action Taken on Reinstatements #19-20/#01, #19-20/#02, #19-20/#03, #19-20/#04  
**Action:** **Vote:** Yes\_\_\_; No\_\_\_; Absent\_\_\_; Abstain\_\_\_
7. **Approve Regular Minutes of May 28, 2019.** 1-6  
**Action:** Motion\_\_\_; Second\_\_\_ **Vote:** Yes\_\_\_; No\_\_\_; Absent\_\_\_; Abstain\_\_\_
8. **Student Representative Reports:** None.
9. **Recognition & Presentations:** An opportunity to honor students, employees and community members for outstanding achievement: None.
10. **Information & Discussion Items:** An opportunity to present information or reports concerning items that maybe considered by Trustees at a future meeting.
  - 10.1 **Administrative & Business Services:**
    - 10.1.1 Receive Report on the 2019-2020 Annual School District Budget & the 2019-2020 annual revision to the 2017-2020 LCAP (Separate Cover Items) 7-9
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 five (5) 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. (Please complete a yellow speaker's card).
12. **PUBLIC HEARING:**
  - 12.1 **Administrative & Business Services**
    - 12.1.1 Conduct a Public Hearing to Solicit Recommendations and Comments Regarding the Proposed Local Control Accountability Plan (LCAP), Associated Expenditures, and the Budget Overview for Families 10
13. **Consent Items:** Actions proposed for consent are consistent with the approved practices of the district and are deemed routine in nature. Trustees receive board agenda background information in advance of scheduled meetings and are prepared to vote with knowledge on the consent items.  
**Action:** Motion\_\_\_; Second\_\_\_ **Vote:** Yes\_\_\_; No\_\_\_; Absent\_\_\_; Abstain\_\_\_.  
**Board approval of any agenda item requiring insurance is conditioned upon acceptance of appropriate insurance accepted by Tracy Unified.**
  - 13.1 **Administrative & Business Services:**
    - 13.1.1 Ratify Routine Agreements, Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda 11-12
    - 13.1.2 Accept the Generous Donations From the Various Individuals, Businesses, and School Site Parent Teacher Associations Listed Herein With Thanks and Appreciation From the Staff and Students of the Tracy Unified School District 13-14

<b>13.1.3</b>	Authorize Associate Superintendent for Business Services to Enter into Agreement to Dispose of Damaged, Obsolete and Surplus Furniture, Computers and Equipment through Direct Sale to Vendor in Lieu of Disposal Expenses	<b>15-17</b>
<b>13.2</b>	<b>Educational Services:</b>	
<b>13.2.1</b>	Approve Out of State Travel for Tracy High AVID Teacher Ken Wedel to Attend the AVID Summer Institute Training in Philadelphia, PA on July 14-17, 2019	<b>18</b>
<b>13.2.2</b>	Approve Agreement for Special Contract Services with College Bound Tracy USD, a Customized College and Career Readiness Program for Tracy High, West High and Kimball High School Parents and Students for the 2019-2020 School Year	<b>19-32</b>
<b>13.2.3</b>	Approve Out of State Travel for Four Kelly Elementary School Teachers and One Administrator to Attend PLC (Culture and Achievement) Institute in Minneapolis, Minnesota from September 30 <sup>th</sup> - October 3rd, 2019	<b>33-34</b>
<b>13.2.4</b>	Approve Agreement for Special Contract Services with Karen McCrary, MFTI, to Provide Three Additional Mental Health Service Hours per Week at Duncan Russell Continuation High School during the 2019-2020 School Year	<b>35-38</b>
<b>13.2.5</b>	Approve Agreement for Special Contract Services with Karen McCrary, MFTI, to Provide Two Additional Days of Mental Health Services to Jacobson Elementary School for the 2019-2020 School Year	<b>39-42</b>
<b>13.2.6</b>	Approve Agreement for Special Contract Services with Valley Community Counseling Services to Provide Additional Mental Health Services to North Elementary for the 2019-2020 school year	<b>43-46</b>
<b>13.2.7</b>	Approve Out of State Travel for Four Educational Services Staff to Attend the Collaborative for Academic, Social and Emotional Learning (CASEL) Exchange in Chicago, IL, October 2-4, 2019	<b>47-48</b>
<b>13.2.8</b>	Approve Agreement for Special Contract Services with S & S Worldwide, Inc. for PE Central, Professional Development, to Provide Single Subject Physical Education Teachers Professional Learning on District Early Release Mondays During the 2019-2020 School Year	<b>49-54</b>
<b>13.2.9</b>	Approve Agreement for Special Contract Services with the San Joaquin County Office of Education STEM Office to Support the 6-12 Science Teachers during the 2019-2020 School Year	<b>55-60</b>
<b>13.2.10</b>	Approve Funding for the Agriculture Incentive Grant for Tracy High School for the 2019-2020 School Year	<b>61-66</b>
<b>13.2.11</b>	Approve all Out of State, Overnight, and Out of District Travel for Tracy High AG/FFA Teachers and Students for the 2019-2020 School Year	<b>67-74</b>
<b>13.3</b>	<b>Human Resources:</b>	
<b>13.3.1</b>	Accept Resignations/Retirements/Leave of Absence for Classified, Certificated, and/or Management Employment	<b>75-77</b>
<b>13.3.2</b>	Approve Classified, Certificated, and/or Management Employment	<b>78-80</b>
<b>13.3.3</b>	Approve Employment of 2019 Summer School Staff	<b>81-85</b>

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

**14.1 Administrative & Business Services:**

- 14.1.1** Acknowledge Receipt of Administrative Regulation 1330.1 Community Rental of School District Facilities (First Reading) (Separate Cover Item) **86**
- Action:** Motion\_\_ ; Second\_\_ . **Vote:** Yes\_\_ ; No\_\_ ; Absent\_\_ ; Abstain\_\_
- 14.1.2** Adopt Revised Board Policy (BP) and Administrative Regulation (AR) 5030 Student Wellness (First Reading) **87-110**
- Action:** Motion\_\_ ; Second\_\_ . **Vote:** Yes\_\_ ; No\_\_ ; Absent\_\_ ; Abstain\_\_
- 14.1.3** Bylaws to Be Compliant with CSBA Guidelines (Second Reading) (Separate Cover Item) **111**
- Action:** Motion\_\_ ; Second\_\_ . **Vote:** Yes\_\_ ; No\_\_ ; Absent\_\_ ; Abstain\_\_
- 14.1.4** Approve Amendment No. 2 to Master School Impact Mitigation Agreement by and among Tracy Unified School District, Califia, LLC and River Islands Development, LLC (Report) **112-117**
- Action:** Motion\_\_ ; Second\_\_ . **Vote:** Yes\_\_ ; No\_\_ ; Absent\_\_ ; Abstain\_\_

**14.2 Educational Services:**

- 14.2.1** Adopt Revisions to Board Policy 0420.4 Charter Schools and Acknowledge Revisions to Administrative Regulation 0420.4 Charter Schools (2<sup>nd</sup> reading) **118-138**
- Action:** Motion\_\_ ; Second\_\_ . **Vote:** Yes\_\_ ; No\_\_ ; Absent\_\_ ; Abstain\_\_
- 14.2.2** Approve School Site Single Plans for Student Achievement and Site Budgets for the 2019/2020 School Year (Separate Cover Items) **139**
- Action:** Motion\_\_ ; Second\_\_ . **Vote:** Yes\_\_ ; No\_\_ ; Absent\_\_ ; Abstain\_\_
- 14.2.3** Approve K-8 Student Handbook Revisions for the 2019-2020 School Year (Separate Cover Item) **140**
- Action:** Motion\_\_ ; Second\_\_ . **Vote:** Yes\_\_ ; No\_\_ ; Absent\_\_ ; Abstain\_\_
- 14.2.4** Approve the Memorandum of Understanding (MOU) Between the Tracy Unified School District and the Tracy Learning Center – Preschool through 12th Grade Programs (Separate Cover Item) **141**
- Action:** Motion\_\_ ; Second\_\_ . **Vote:** Yes\_\_ ; No\_\_ ; Absent\_\_ ; Abstain\_\_

**14.3 Human Resources:**

- 14.3.1** Approve Establishment of Committee on Assignments **142-145**
- Action:** Motion\_\_ ; Second\_\_ . **Vote:** Yes\_\_ ; No\_\_ ; Absent\_\_ ; Abstain\_\_
- 14.3.2** Approve Tentative Agreement with CSEA for Reclassification and New Job Description for Secretary to the Director of Adult and Career and Technical Education **146-149**
- Action:** Motion\_\_ ; Second\_\_ . **Vote:** Yes\_\_ ; No\_\_ ; Absent\_\_ ; Abstain\_\_
- 14.3.3** Approve Student Teaching and Practicum Agreement with National University **150-158**
- Action:** Motion\_\_ ; Second\_\_ . **Vote:** Yes\_\_ ; No\_\_ ; Absent\_\_ ; Abstain\_\_

- 15. Board Reports:** An opportunity for board members to discuss items of particular importance or interest in the district.
- 16. Superintendent's Report:** An opportunity for the superintendent to share matters of special interest or importance which are not on the board agenda and/or special presentations of district programs or activities.
- 17. Board Meeting Calendar:**
  - 17.1** June 25, 2019
  - 17.2** August 13, 2019
  - 17.3** August 27, 2019
- 18. Upcoming Events:**
  - 18.1** August 6, 2019 First Day of School for 2019-2020

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, May 28, 2019**

- 6:15 PM:** 1-3. President Abercrombie called the meeting to order and adjourned to closed session.
- Roll Call:** 4. Board: S. Abercrombie, A. Alexander, J. Costa, B. Pekari, J. Silcox, L. Souza  
Absent: S. Kaur  
Staff: B. Stephens, S. Harrison, T. Jalique, C. Goodall, B. Etcheverry
- 7:00 PM** 5. President Abercrombie called the Tracy Unified School District Board of Education to order and led those present in the Pledge of Allegiance.
- Closed Session:** 6a Finding of Fact #18-19/#81, #18-19/#82, #18-19/#83, #18-19/#84, #18-19/#85, #18-19/#86  
**Action:** **Action:** Pekari, Costa. **Vote:** Yes-6; No-0; Absent-1(Kaur)
- 6b Report Out of Action Taken on Reinstatement – AR#18-19/#17  
**Action:** **Vote:** Denied. Yes-6; No-0; Absent-1(Kaur)
- 6c Report Out of Action Taken on Expungement – West High - 10303541  
**Action:** **Vote:** Denied. Yes-5; No-1(Alexander); Absent-1(Kaur)
- 6d Report Out of Action Taken on Approve Resignation Agreement and Release of All Claims #UC 1163  
**Action:** **Vote:** Yes-6; No-0; Absent-1(Kaur)
- 6e Report Out of Action Taken on Release Probationary Classified Employees #UCL-326 Utility Person II  
**Action:** **Vote:** Yes-6; No-0; Absent-1(Kaur)
- 6f Report Out of Action Taken on Release Probationary Classified Employees #UCL-327 Preschool Instructor  
**Action:** **Vote:** Yes-6; No-0; Absent-1(Kaur)
- Minutes:** Approve Regular Minutes of May 14, 2019  
**Vote:** Pekari, Costa Yes-6; No-0; (Absent-1(Kaur))
- Employees Present:** J. Nott, A. Gossett, J. Moll, J. Stocking, D. Schneider, K. Reiman, R. Garcia, R. Pecot, R. Riddle, E. Valadez, R. Garcia
- Press:** None.
- Visitors Present:** L. Valadez
- Student Rep Reports:** None.

**Recognition & Presentations:**

**9.1 Tracy High School Presentation**  
Tracy High Principal, Jason Noll, presented a power point. He reviewed his administrative team, department chairs and those with extra roles. The team gets together to discuss initiatives from the district and how they will implement them. They want to increase relationships across the campus with all stakeholders. The team had staff development on their own using expert teachers. They created a formative assessment calendar that is aligned with the standards for all subjects. They also put together a PLC guidance form and used it in instructional rounds. Student participated in their annual graduation walk at Central School. The graduates put on their caps and gowns and walk over to Central. The Central students line the hallways and the graduates walk through the halls. The students she their goal is to get to high school and graduate. There were 438 graduates. The ceremony went well and the speeches were great. Some graduates are off to the military, 4-year colleges, community college or the work force. The high school years bond kids together.

**Information & Discussion Items:**

- 10.1 Administrative & Business Services:** None.
- 10.1.1 Discussion of Homeless Population**  
Pres Abercrombie would like to give Mr. Alexander a chance to make his suggestions about the homeless population. Trustee Alexander thought it there should be a presentation from prevention services that would explain the definition of homeless and state how effective we are in helping them. He feels this is a difficult issue that we can't fix by ourselves. He wants to look at it together with the City of Tracy. It takes money and resources. He would like to have homeless students come and tell us what their experience is and what they need. He also plans to speak before the council again.
- President Abercrombie stated that there are 531 students that are classified as homeless. Of that, there are 13 kids that are living in a car or park, not a dwelling. The rest are classified homeless meaning that they are not living in their own home, but are staying at a hotel or with family. We are limited on what a governing board can actually do. We provide 1 million lunches, 500,000 breakfast and 100,000 after school meals. We provide transportation to get kids to school. Several schools help with clothing. We are doing a lot to help out. We cannot give money to a family to get a house. We cannot gift public funds that way. People are very embarrassed to step up in a public setting like this and talk about why they are homeless or what their needs are. It is s a very uncomfortable situation.
- Superintendent Stephens commented that his concern is about the students. He does not want to put students at the podium to ask about their experience. He does not want to embarrass the students. We can provide numbers, but is not comfortable to ask principals to identify homeless students to come and speak to board.
- Trustee Costa believes we have done many things to help homeless students. We offer free and/or reduced meals. Many people take food



home on weekends. She has worked with some teachers to provide clothing. She thanked the district for things they have been doing and continue to do.

**Hearing of Delegations**

11. Lavawn Valadez is aware of a complaint filed at the last board meeting. She is concerned that anyone can make a frivolous statement and that the money that this investigation would cost will take away from our students.

**Public Hearing:**

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

12.2 **Educational Service:** None.

12.3 **Human Resources:**

12.3.1 Receive Public Comments Regarding Negotiations with the California School Employees Association (CSEA) and the Tracy Unified School District (TUSD)

The public hearing was opened at 7:25 p.m.

No comments were made.

The public hearing was closed at 7:26 p.m.

**Consent Items:**

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

**Action:** Pulled Item 13.1.2 to vote on separately.

Souza, Pekari. **Vote:** Yes-6; No-0; Absent-1(Kaur)

**Action:** Item 13.1.2. Souza, Pekari. Yes-5; 1 abstain 1 absent

13.1 **Administrative & Business Services:**

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

13.1.2 Accept the Generous Donations From the Various Individuals, Businesses, and School Site Parent Teacher Associations Listed Herein With Thanks and Appreciation From the Staff and Students of the Tracy Unified School District

13.2 **Educational Services:**

13.2.1 Approve Agreement for Special Contract Services between San Joaquin County Office of Education (Artist-in-Schools) and the 2019 District K-4 Summer School Program

13.2.2 Approve Agreement for Special Contract Services between San Joaquin County Office of Education (Artist-in-Schools Residency) and the 2019 District 5th-12th Grade Title 1 Summer Program

13.2.3 Approve Agreement for Special Contract Services with Community Medical Centers to Provide Additional Mental Health Service Day at Bohn Elementary School for the 2019-20 School Year

13.2.4 Approve Agreement for Special Contract Services with Houghton Mifflin Harcourt for Data Insight Services for the 2019-2020 School Year

13.2.5 Approve Overnight Travel for Kimball High School (KHS) Cheerleaders to Attend Cheer Camp at UC Santa Cruz June 26-28, 2019



- 13.2.6 Approve Agreement for Special Contract Services with Community Medical Centers, Inc. to provide Mental Health Services to Kimball High School, Tracy High School, Williams Middle School Bohn Elementary School, South/West Park Elementary School and Freiler Elementary School during the 2019-2020 school year
- 13.2.7 Approve Agreement for Special Contract Services with Community Medical Centers to Provide Additional Mental Health Service Day at Hirsch Elementary School for the 2019-20 School Year
- 13.2.8 Approve Agreement for Special Contract Services with Valley Community Counseling Services to Provide Two Additional Mental Health Service Hours per Week at George Kelly School during the 2019-20 School Year
- 13.2.9 Approve Out of State Travel for the Coordinator of Prevention Services, the Prevention Services Secretary, the Director of Continuous Education and Alternative Programs and three Parent Liaisons to Attend the National Association for the Education of Homeless Children and Youth (NAEH CY) - 31st Annual Conference in Washington DC, November 2-5, 2019
- 13.2.10 Approve Agreement for Special Contract Services with Community Medical Centers to Provide Additional Mental Health Service Days at South West Park Elementary School for the 2019-2020 School Year
- 13.2.11 Approve Agreement for Special Contract Services with Valley Community Counseling Services (VCC) to Provide Additional Mental Health Services to West High School for the 2019-2020 School Year
- 13.2.12 Approve Overnight Travel for the Tracy High School Yearbook Design Students to Attend the California Yearbook Academy at Cal State East Bay in Hayward, CA on July 16-19, 2019
- 13.2.13 Approve Agreement for Special Contract Services with TPRS® (Teaching Proficiency through Reading and Storytelling) for World Language Teachers during the 2019-2020 School Year
- 13.2.14 Approve Agreement for Special Contract Services with Valley Community Counseling Services (VCCS) to Provide Mental Health Services to West High School for the 2019-2020 school year
- 13.2.15 Approve Agreement for Special Contract Services between World of Wonders (WOW) Science Museum Field Study Trips and the 2019 District K-4 Villalovoz Summer School Program

### 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 Receive Peer Assistance and Review Annual Report for the 2018-2019 School Year (Report)
- Associate Superintendent, Tammy Jalique presented a power point that reviewed PAR. Participating teachers receive support services. It is a joint commitment. A panel of teachers and TUSD administrators oversee the PAR process. She also reviewed the role of the consulting teacher. Melissa Beattie presented a 2-day seminar which focused on aspects of being a good coach and listener. The survey results were shared and 100% would recommend the program. Comments from

some of the teachers were presented.

**Action Items:**

**14.1 Administrative & Business Services:**

**14.1.1** Authorize Refurbishment of the Transportation Department Bus Wash Station

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

**14.1.2** Approve the Award of Request for Proposal (RFP) for Non-Commodity Food and Non-Food Items (Separate Cover Item)

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

**14.1.3** Adopt Board Bylaws to Be Compliant with CSBA Guidelines (First Reading) (Separate Cover Item)

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

**14.2 Educational Services:** None.

**14.2.1** Approve Adoption of Instructional Materials for International Baccalaureate Courses History of the Americas I and History of the Americas II

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

**14.2.2** Adopt Revisions to Board Policy (BP) 0420.4 and Acknowledge Revisions to Administrative Regulation (AR) 0420.4 Charter Schools (First Reading)

**Action:** Souza, Alexander. **Vote:** Yes-6; No-0; Absent-1(Kaur)\_

**14.3 Human Resources:**

**14.3.1** Adopt Board Policies to Be Compliant with Education Code Credentialing Requirements (Second Reading)

**Action:** Pekari, Silcox. **Vote:** Yes-6; No-0; Absent-1(Kaur)\_

**14.3.2** Adopt the District's Initial Bargaining Proposal for the California School Employees Association for the 2019-2020 School Year

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

**14.3.3** Approve Student Teaching Agreement with California State University, Stanislaus

**Action:** Souza, Costa. **Vote:** Yes-6; No-0; Absent-1(Kaur)

**14.3.4** Approve Superintendent's Contract (Separate Cover Item)

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

President Abercrombie read a statement in accordance with Government Code Section 54953 Disclosure.

**14.3.5** Adopt Resolution 18-22, Authorizing the Elimination of Certain Classified Positions Due to Lack of Work or Lack of Funds

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

**Board Reports:**

Trustee Silcox attended two graduations. Stein and West. They were well planned and organized and the kids were great. Trustee Souza attended Tracy Adult School and Tracy High. She enjoyed both of them. Tracy had 438 diplomas to pass out and it was done in a little over an hour. Trustee Alexander attended the graduation of Kimball High. It was awesome and the first time he had presented diplomas at the high school level. The Tracy African American Associated awarded 8 scholarships to graduating seniors. Trustee Costa showed a card given to the board from Central School Kindergarteners. It said thank you for helping us learn in a

beautiful school and was signed by all of the students in the class. The opening ceremony of the school was fun. She also attended Freiler and West High graduation. She has attended West High every year. She was unable to attend Stein's graduation this year. Trustee Pekari commented that this is a fun time of year where we see the fruits of the labor come into fruition. He attended several of the promotions and the high school graduations are always impressive. He also attended some awards ceremonies. The money distributed to our seniors is incredible, \$350,000 to Tracy High students and \$400,000 to Kimball High. He wasn't sure of the amount to West High. He appreciated all of the donations including Trustee Costa's scholarship to West High. Trustee Abercrombie said he enjoyed the promotions. He appreciated that someone from district office attended all of them. He also enjoyed Dr. Harrison's speech on Saturday and the students did a great job with their speeches as well.

**Superintendent  
Report:**

Dr. Stephens thanked the board for attending the ceremonies. He attended the preschool promotion at Villalovoz and invited all of the board members to attend next year. It was the cutest event he's ever been to. One of the teacher's mother made little gold sashes for each student. The preschool kids smiles were tremendous. He also always attends the county special education students' graduation who are turning 22 and aging out of the program. Every year he gets tears in his eyes. Each kid gets several pictures on the big screen. The challenges that the kids and parents have faced is amazing and he encouraged everyone to attend. He thanked the board for a good year.

**Adjourn: 7:49 pm**

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
Date



# BUSINESS SERVICES MEMORANDUM

**TO:** Dr. Brian Stephens, Superintendent  
**FROM:** Dr. Casey Goodall, Associate Superintendent for Business  
**DATE:** May 21, 2019  
**SUBJECT:** Receive Report on the 2019-2020 Annual School District Budget & the 2019-2020 annual revision to the 2017-2020 LCAP

**BACKGROUND:** Education Code Section 42127 requires that:

42127. (a) On or before July 1 of each year, the governing board of each school district shall accomplish the following:

- (1) Hold a public hearing on the budget to be adopted for the subsequent fiscal year. The agenda for that hearing shall be posted at least 72 hours prior to the public hearing and shall include the location where the budget will be available for public inspection.
- (2) Adopt a budget. Not later than five days after that adoption or by July 1, whichever occurs first, the governing board shall file that budget with the county superintendent of schools. That budget, and supporting data, shall be maintained and made available for public review. ...

(b) Commencing with budgets adopted for the 2015–16 fiscal year, the governing board of a school district that proposes to adopt a budget, or revise a budget pursuant to subdivision (e), that includes a combined assigned and unassigned ending fund balance in excess of the minimum recommended reserve for economic uncertainties adopted by the state board pursuant to subdivision (a) of Section 33128, shall, at the public hearing held pursuant to paragraph (1), provide all of the following for public review and discussion:

- (i) The minimum recommended reserve for economic uncertainties for each fiscal year identified in the budget.
- (ii) The combined assigned and unassigned ending fund balances that are in excess of the minimum recommended reserve for economic uncertainties for each fiscal year identified in the budget.
- (iii) A statement of reasons that substantiates the need for an assigned and unassigned ending fund balance that is in excess of the minimum recommended reserve for economic uncertainties for each fiscal year

*that the school district identifies an assigned and unassigned ending fund balance that is in excess of the minimum recommended reserve for economic uncertainties, as identified pursuant to clause (ii).*

*(c) The county superintendent of schools shall do all of the following:*

*Examine the adopted budget to determine whether it complies with the standards and criteria adopted by the State Board of Education pursuant to Section 33127 for application to final local educational agency budgets. The superintendent shall identify, if necessary, any technical corrections that must be made to bring the budget into compliance with those standards and criteria. (2) Determine whether the adopted budget will allow the district to meet its financial obligations during the fiscal year and is consistent with a financial plan that will enable the district to satisfy its multiyear financial commitments.*

*(3) (e) On or before September 8, the governing board of the school district shall revise the adopted budget to reflect changes in projected income or expenditures subsequent to July 1, and to include any response to the recommendations of the county superintendent of schools, shall adopt the revised budget, and shall file the revised budget with the county superintendent of schools. Prior to revising the budget, the governing board shall hold a public hearing regarding the proposed revisions, to be conducted in accordance with Section 42103. The revised budget, and supporting data, shall be maintained and made available for public review.*

*42127.6 The county superintendent shall review and consider studies, reports, evaluations, or audits of the school district that contain evidence that the school district is demonstrating fiscal distress under the standards and criteria adopted in Section 33127 or that contain a finding by an external reviewer that more than three of the 15 most common predictors of a school district needing intervention, as determined by the County Office Fiscal Crisis and Management Assistance Team, are present. If these findings are made, the county superintendent shall investigate the financial condition of the school district and determine if the school district may be unable to meet its financial obligations for the current or two subsequent fiscal years, or should receive a qualified or negative interim financial certification pursuant to Section 42131.*

District Policy 3100, Budget states that the Governing Board accepts responsibility for adopting a sound budget for each fiscal year which is aligned with the district's vision, goals, and priorities.

**RATIONALE:** In January of 2019, Governor Newsom proposed the California State Budget for 2019-20. Because the State of California is the greatest source of funds for Tracy Unified School District operations, the Governor's January budget proposal is a key source of information for planning. His budget plan was revised in early May, but the

budget itself has not yet been adopted by the California Legislature, but is not likely to change in any significant way.

Reserves for economic uncertainty are held at higher levels than recommended by the state board pursuant to subdivision (a) of Section 33128. These reserves are intended to meet the requirements of Education Code 42137.6 that a district demonstrate an ability to meet its financial obligations for the current or two subsequent fiscal years.

**FUNDING:** Given the budgeting guidelines offered by SJCOE, the ending balance from the 2018-19 school year is projected to be adequate to meet the planning obligation for the 2019-20, the 2020-21, and the 2021-22 school years. Therefore, the proposed budget complies with Education Code Section 33127 which sets forth standards and criteria to be reviewed and used by local educational agencies in the development of annual budgets and the management of subsequent expenditures from that budget. The proposed budget will allow the district to meet its financial obligations during the fiscal year, and to satisfy its multiyear financial commitments.

**RECOMMENDATION:** Receive Report on the 2019-2020 Annual School District Budget & the 2019-2020 annual revision to the 2017-2020 LCAP.

**Prepared by:** Dr. Casey Goodall, Associate Superintendent of Business Services



**TRACY**  
UNIFIED SCHOOL DISTRICT

# BUSINESS SERVICES MEMORANDUM

**TO:** Dr. Brian Stephens, Superintendent  
**FROM:** Dr. Casey Goodall, Associate Superintendent of Business Services  
**DATE:** May 21, 2019  
**SUBJECT:** **Conduct a Public Hearing to Solicit Recommendations and Comments Regarding the Proposed Local Control Accountability Plan (LCAP), Associated Expenditures, and the Budget Overview for Families**

**BACKGROUND:** As part of the 2013-14 California State Budget, the legislature adopted new accountability measures, known collectively as the Local Control Accountability Plan (LCAP).

The Local Control Accountability Plan (LCAP) requires that:

- Districts set annual goals addressing eight priority areas:
  - Basic Services
  - Implementation of CA State Standards
  - Parent Involvement
  - Pupil Achievement
  - Pupil Engagement
  - School Climate
  - Course Access
  - Other Pupil Outcomes
- Districts must determine specific metrics and actions to be taken to achieve those goals
- Districts must use a standard format to report the LCAP plan
- Districts must solicit input from various stakeholder groups, including school employees, a parent advisory committee, a separate EL parent advisory committee.
- Districts must hold at least one public hearing to discuss and adopt (or update) the LCAP. This hearing must solicit recommendations and comments from the public regarding expenditures proposed in the plan.
- The local school board must approve both the LCAP and the district budget prior to submission of the LCAP to the SJCOE no later than July 1, 2019.
- The LCAP must include a budget overview for families.

**RATIONALE:** District staff members have solicited input from the required stakeholder groups by means of meetings and surveys. Recommendations brought forth were analyzed and incorporated into the LCAP for 2018-19. The purpose of this public hearing is to solicit further recommendations and comments from the public regarding expenditures proposed in the LCAP plan.

**FUNDING:** No funding is required for this agenda item.

**RECOMMENDATION:** Conduct a Public Hearing to Solicit Recommendations and Comments Regarding the Proposed Local Control Accountability Plan (LCAP), Associated Expenditures, and the Budget Overview for Families.

**Prepared by:** Dr. Casey Goodall, Associate Superintendent for Business Services.





# BUSINESS SERVICES MEMORANDUM

**TO:** Dr. Brian Stephens, Superintendent  
**FROM:** Dr. Casey Goodall, Associate Superintendent for Business Services  
**DATE:** May 29, 2019  
**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:** Dr. Casey Goodall, Associate Superintendent for Business Services.

**BUSINESS SERVICES**  
**FACILITIES DEVELOPMENT DEPARTMENT**  
**June 11, 2019**  
**SUMMARY OF SERVICES**

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A. Vendor: Dannis Woliver Kelly, Attorneys at Law  
Site: Tracy Unified School District  
Item: Agreement for Professional Services  
Services: Legal service related to general education law advice and representation; including collective bargaining, litigation, property services, and facilities related matters.  
Cost: Rates range from \$130/hr. to \$380/hr. depending upon the attorney/paralegal.  
Project Funding: Risk Management/Legal Services

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B. Vendor: Atkinson, Andelson, Loya, Ruud and Romo  
Site: Tracy Unified School District  
Item: Purchase Order  
Services: Legal and non-legal Human Resources consulting services.  
Cost: \$315/hr. (senior partners), \$280/hr. (senior associates)  
Project Funding: Risk Management/Legal Services

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C. Vendor: City of Tracy, Police Department  
Site: District-wide (fifth grade classrooms)  
Item: Memorandum of Understanding  
Services: The City will provide the Drug Abuse Resistance Education (D.A.R.E.) program to fifth grade TUSD students. The District will provide financial assistance to pay for D.A.R.E. supplies, T-shirts and graduation expenses.  
Cost: \$10,000.00  
Project Funding: General Fund/Student Services

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D. Vendor: Stanislaus County Office of Education  
Site: District-wide  
Item: Agreement  
Services: Pure Tone hearing screenings for students in kindergarten, second, fifth and eighth grade.  
Cost: \$4.85 per student or \$9.70 per student in a wheelchair or that cannot enter the van; not to exceed \$23,000.00.  
Project Funding: General Fund/Health Services

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E. Vendor: Civic Permits  
Site: District-wide  
Item: Purchase Order  
Services: Annual subscription for the District's Civic Permit Facility Use software with customer support.  
Cost: \$5,083.00  
Project Funding: General Fund

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# BUSINESS SERVICES MEMORANDUM

**TO:** Dr. Brian Stephens, Superintendent  
**FROM:** Dr. Casey Goodall, Associate Superintendent for Business Services  
**DATE:** May 30, 2019  
**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:

Freiler Elementary School:

1. Tracy Unified School District/Freiler Elementary School: From the Freiler Student Parent Association (FSPA) for the amount of \$1,052.26 (ck. #5295). This donation will be used for classroom supplies.
2. Tracy Unified School District/Freiler Elementary School: From the Freiler School Parent Association (FSPA) for the amount of \$897.79 (ck. #5284). This donation will be used for PE supplies.
3. Tracy Unified School District/Freiler Elementary School: From Lifetouch for the amount of \$780.00 (ck. #3334797). This donation will benefit the staff and students of Freiler School.

**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:** Dr. Casey Goodall, Associate Superintendent for Business Services.



# BUSINESS SERVICES MEMORANDUM

**TO:** Dr. Brian Stephens, Superintendent  
**FROM:** Dr. Casey Goodall, Associate Superintendent for Business Services  
**DATE:** June 11, 2019  
**SUBJECT:** **Authorize Associate Superintendent for Business Services to Enter into Agreement to Dispose of Damaged, Obsolete and Surplus Furniture, Computers and Equipment through Direct Sale to Vendor in Lieu of Disposal Expenses**

**BACKGROUND:** District policy currently dictates that the disposal of equipment must meet the following conditions before a surplus is declared:

1) "When district-owned books, equipment and supplies become unusable, obsolete, or no longer needed, the Superintendent or designee shall identify these items to the Governing Board, together with their estimated value and a recommendation that they be sold or disposed of by one of the methods prescribed in law and administrative regulations." (BP 3270)

2) If the district is unable to use the equipment, an assessment must be made to determine which category the equipment falls under:

- Equipment about to be replaced
- Equipment beyond economic repair
- Obsolete due to changes in material make up (technology)
- Salvage and scrap
- Rubbish

3) The next step would be to sell the item for cash through the following steps:

a) "Ed Code 39520 requires the district to sell any personal property belonging to the district if the property is not required for school purposes, or if it should be disposed of for the purpose or replacement, or if it is unsatisfactory or not suitable for school use". A notice of sale would then be posted in a public place.

Or

The district can sell the equipment through an auction sale. In either case, the district reserves the right to award to the highest responsible bidder, or reject all bids.

b) If the district fails to receive a qualified bid, a private sale without advertising can take place. The Board will need to reach a unanimous decision on whether the equipment met the criteria of "not exceeds value of \$2,500".

c) If the value of the equipment is insufficient to defray cost of sale (Ed Code 39521), the district can arrange for the disposal of the equipment in a local public disposal site.

The Tracy Unified School District Director of School Business Support Services & Purchasing has declared the surplus on the damaged, obsolete and surplus furniture, computers and equipment due to the fact the inventory has been replaced with newer, more modern and structurally safe inventory. The inventory has a negative value or at best, a negligible value.

The main concerns of district staff is that we are able to eliminate warranty issues for future use of these items, we reduce or eliminate hazardous waste from hitting our landfills and lastly, if we can help out others with our items, then we utilize companies that fulfill our requirements while helping out the environment and others who are less fortunate.

Our surplus items will be processed under an agreement with the vendors, which outlines a salvage plan that includes pick-up of obsolete items, they assume ownership of items, the associated warranty responsibility and the costs incurred for the disposal of toxic products as stated by law. The inventory will be consumed for its parts and reused through reselling channels, or lastly, after disassembly of items, will be sold to recyclers. All vendors are required to provide a Certificate of Recycling and Destruction to ensure the district is safe from any hazardous materials disposal liability and guards our safety against any internal information being accessed after it is declared surplus.

**RATIONALE:** "Property for which no qualified bid has been received may be sold, without further advertising, by the Superintendent or designee." (Education Code 39521)

As advised by District counsel, surplus equipment and furniture should not be sold to the public unless the District is able to certify that equipment is safe. In addition, surplus should only be sold to those whom can take title of the equipment and warrant safety through certification.

**FUNDING:** Cost is only the labor time to palletize and load items.

**RECOMMENDATION:** Authorize Associate Superintendent for Business Services to Enter into Agreement to Dispose of Damaged, Obsolete and Surplus Furniture, Computers and Equipment through Direct Sale to Vendor in Lieu of Disposal Expenses.

**Prepared by:** Jill Carter, Director of School Business Support Services & Purchasing

# E-WASTE INVENTORY 6/11/19

ITEM	ESTIMATED QUANTITY
Monitors	160
Computers	258
Printers	68
TVs	25
O/H projectors	20
VCRs/DVD players	16
Copiers, shredders, laminators	19
Cords, keyboards & speakers (boxes)	11
Radios, stereos, amplifiers	38
Misc. (ovens, custodial, etc)	12
Cold Merchandiser Display Case	2
Mobile Cold Transport Unit	1
Hot Display Merchandiser (Green)	1
Rational Combo Oven	1
Roast & Hold Hot Retherm Oven	1
Stainless Steel Shelving	1
Metal Racks for Steamer Oven	3
Computer Cart (Blue)	2
Convection Oven	3
Large Plexiglas Sneeze Guard	1
White Computer Counter	1
Milk Cooler	1
Metal Table	1
Metal rack with 4 shelves	1
True 2 Door Refrigerator	1
True 1 Door Freezer	1
True Refrigerated Sandwich Board	1





# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Brian R Stephens, Superintendent  
**FROM:** Dr. Sheila Harrison, Associate Superintendent of Educational Services  
**DATE:** May 15, 2019  
**SUBJECT:** **Approve Out of State Travel for Tracy High AVID Teacher Ken Wedel to Attend the AVID Summer Institute Training in Philadelphia, PA on July 14-17, 2019**

**BACKGROUND:** Teaching the AVID elective requires a teacher to have an understanding of skills and teaching strategies that are quite different from a content area class. Since this class and this population of students require the teaching of these trainings, the AVID Center puts on a series of trainings to help new AVID elective teachers be successful in the class and properly help the AVID students.

**RATIONALE:** The AVID elective reaches a higher percentage of the special populations on campus as identified by our WACS report, than any other program on campus and helps these students to become college and career ready. In order to do so, AVID elective teachers must be properly trained to teach the skills necessary to succeed in all classes, as well as be comfortable with the newest, most effective teaching strategies. Training through the Summer Institute is the most efficient way to help new AVID elective teachers help their students. This agenda item supports District Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or career goals; and 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:** Lodging and transportation costs will not exceed \$3,000. The cost will be paid by the District Title I funds.

**RECOMMENDATION:** Approve Out of State Travel for Tracy High AVID Teacher Ken Wedel to Attend the AVID Summer Institute Training in Philadelphia, PA on July 14-17, 2019.

**Prepared by:** Mr. Jason Noll, Principal, Tracy High School.



# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Brian R. Stephens, Superintendent  
**FROM:** Dr. Sheila Harrison, Associate Superintendent of Educational Services  
**DATE:** May 16, 2109  
**SUBJECT:** **Approve Agreement for Special Contract Services with College Bound Tracy USD, a Customized College and Career Readiness Program for Tracy High, West High and Kimball High School Parents and Students for the 2019-2020 School Year**

**BACKGROUND:** Research has documented the importance of involving parents in the educational program; however, some parents are more comfortable navigating the educational system than others. Guidance from the California Department of Education identifies parent involvement as a priority focus area for the development and implementation of the Local Control and Accountability Plan (LCAP). In recent years, all school sites have been encouraged to offer parent education opportunities and having done so; it appears that many of the same parents remain involved while others do not. Two years ago, a group of parents and students became involved in College Bound Tracy Unified School District (TUSD). Students and parents are engaged in this program and there is a desire to continue to provide this support to current participants at each high school for the 2019-2020 school year.

**RATIONALE:** During the 2015-2016 school year, TUSD piloted College Bound Tracy USD, a college and career readiness program which empowered approximately 50 Kimball, 50 West High and 5 Tracy High students (in grades 9 and 10) and their parents, guardians and/or responsible adults to navigate the educational system while ensuring postsecondary success. College Bound students and their parents attend mandatory monthly Saturday meetings throughout the school year. Parents and students alike identified the positive impact that this program is having on informing parents on how to best guide their child's educational path while students experience The College Bound Curriculum. During the 2018-2019 school year, the College Bound program continued supporting students and families. There is a desire to continue this program for the 2019-2020 school year. Thirty-eight (38) scholars from each of the three comprehensive high schools will be served, along with their families. This program will meet District Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or career goals.

**FUNDING:** The total cost of College Bound Tracy USD is not to exceed \$105,156.00. LCAP funding will be utilized in the following manner: Tracy High, West High School and Kimball High Schools will pay \$17,385.33 per site and the District will pay \$53,000.00.

**RECOMMENDATION:** Approve Agreement for Special Contract Services with College Bound Tracy USD, a Customized College and Career Readiness Program for Tracy High, West High and Kimball High School Parents and Students for the 2019-2020 School Year.

**Prepared by:** Julianna Stocking, Director of Continuous Improvement, State and Federal Programs



## **College Bound Tracy Unified School District (CBTUSD)**

### **A College and Career Readiness Proposal Between**

### **Concerned Parents Alliance, Incorporated**

**and**

### **Tracy Unified School District (TUSD)**

**2019 - 2020 Academic Year**

**March 29, 2019**

The achievement gap cannot be closed without closing the parent/family engagement gap. We are in a national educational crisis and it's going to require all of us working TOGETHER in order to make a change. **Concerned Parents Alliance™/College Bound Programs** uses music, poetry, "reality statistics" and real-life solutions to help parents and families take back control of their households while ensuring educational success for their children. **CPA/ College Bound Programs** reaches parents where they are and helps them understand that "children need our presence more than our presents."

## **CPA/COLLEGE BOUND PROGRAMS**

### **2019-2020 CBTUSD Program Details**

#### **COLLEGE AND CAREER READINESS FAMILY WORKSHOP SERIES**

**The CPA/College Bound Programs team** will provide monthly college and career readiness family workshops. The monthly workshops will be open to up to 114 9<sup>th</sup> – 12<sup>th</sup> grade TUSD scholars\* and their families. The parents, guardians and/or responsible adults described above will be required to attend the workshops with their scholars. Parents/Guardians can register and attend the workshops with a goal of becoming more empowered to navigate the educational system, take back control of their households while ensuring post secondary success for their scholars and themselves. They will be empowered to navigate the educational system while learning more via the CB curriculum that has been designed specifically for our CB programs.

CPA will provide a family friendly on line registration via the CPA/College Bound Programs website. CPA will also create and maintain program applications and rosters while providing personal reminder messages, emails and/or text messages to each participating family. The CPA and TUSD partnership will serve up to 260 scholars, parents and families.

College and career related topics are customized according to the needs of the TUSD families as well as educational trends/actions that directly impact families working to ensure their child has the choice of attending college.

**CPA/College Bound Programs** will provide childcare (Junior Scholars component) and healthy snacks for each workshop. This creates a potential pipeline plus allows the parent/guardian the ability to participate fully in the program with their scholar. It also starts early with planting the seed hoping the younger siblings will make education a priority.

**Timeline** – August 2019 – May 2020

**CBTUSD workshop dates are:** August 2019 (Orientation) – May 2020

**Time:** 9:00am – 12 Noon and 6pm for finale program

**Audience:** Up to 114 TUSD scholars plus their families including siblings, parents, guardians and/or responsible adults of the registered scholars.

**TUSD Requirements:** To identify and provide consistent meeting facilities arranged theater style with 2 microphones, LCD projector and screen, Internet access, 4 classrooms, 1 open space room for the junior scholars' component, computers or computer lab as requested, and 4 tables on a monthly basis. Provide a translator and appropriate listening devices equipment for workshop participants plus access, via the parent authorization, to educational records of CBTUSD students.

TUSD will work with CPA staff to arrange for an exchange of dialogue with TUSD Principals, Counselors, Athletic Directors and other stakeholders in May 2019, August 2019 and January 2020. The objective of the meeting is to establish and/or continue a rapport so that lines of communication are open even more.

CPA will submit a request at least 2 weeks in advance to site principals indicating number of computers requested/computer lab. Request will be approved pending confirmation of availability. If not available, CBTUSD will utilize modern technology via family cell phones.

\*Scholars – Any 9<sup>th</sup> – 12<sup>th</sup> grade TUSD scholars that want to graduate from high school and have the choice of attending college.

### **INDIVIDUAL SCHOLAR, FAMILY ADVISING & COLLEGE BOUND ADVOCATE**

College Bound scholars and their families will be assigned to **CPA/College Bound Program** staff members who provides guidance and advice regarding the A-G college requirements, GPA, tutorial resources, community service, leadership development and scholarship opportunities, college prep test registration assistance as well as internal and external educational opportunities.

**CPA/College Bound Program** staff will be available to meet with families upon request and/or as challenges arise for the CB scholar. College Bound Teacher/Advocates will monitor grades, identify and work with TUSD resources to help further the educational journey of our College Bound scholars and families.

**Timeline** – September 2019 – May 2020

**Time:** On-going and based upon CBTUSD family needs

**Audience:** Scholars, Parents/Guardians and/or schools can request CPA/College Bound Program staff to be present for IEP, 504, Teacher, Family and/or Counselor meetings. With advanced notice, via the CPA Staff Request Online form, CPA/College Bound Program staff will make themselves available in order to meet the needs of the CB families.

**TUSD Requirements:** To provide a meeting room and/or space where **CPA/College Bound Program** staff can meet with scholars, parents, etc. as requested. **CPA/ College Bound Programs** staff shall work with assigned school site staff to request a school site meeting space in advance for all meetings.

## **STUDENT OFFICERS CLUB WITHIN CBTUSD**

CB student officers will work with CPA staff to create a CB student club within CBTUSD. These officers will communicate pertinent information to their peers attending the TUSD high schools and meet prior to the CB meetings monthly. This model also allows the scholars to share educational information throughout the month and motivate each other during the non-CB dates.

## **CBTUSD DATA COLLECTION**

CPA's Data Clerk will ensure the following data is collected and presented throughout the year.

- **PRE-ASSESSMENT SURVEY – CPA/ College Bound Programs** staff will provide a pre-assessment survey to every CBTUSD scholar and their families in August/September 2019.

### **Data Includes:**

- Scholars entering and ending GPA
- Number of AP or honors classes currently enrolled
- Knowledge of A-G college requirements
- Number of community service hours
- College prep tests registration and/or scores
- Names of colleges or universities they are interested in attending
- Expectations of the program
- Identification of IEP or 504
- Knowledge of the TUSD on line campus portal
- Tutorial resources for their scholar
- Number of scholarship opportunities
- FAFSA Completion and EFC
- Name and number of schools CB seniors applied to and accepted admission

**POST ASSESSMENT SURVEY – CPA/ College Bound Programs** staff will provide a post assessment survey to every CBTUSD scholar and their families in April 2020.

**Data Includes:**

- Scholars ending GPA and has it increased, decreased or stayed the same
- Number of AP or honors classes taken
- Knowledge of A-G college requirements
- Number of community service hours actually completed
- College prep tests registration and/or scores
- Names of colleges or universities they are interested in attending
- Were the program expectations met (1 to 5 rating with 5 being the highest)
- Number of times scholar and/or parent met with their school counselor
- Was CPA/COLLEGE BOUND PROGRAMS helpful regarding any school meetings
- Number of times they accessed the campus portal
- Whether or not their scholar took advantage of any tutorial services
- Whether or not their scholar took advantage of scholarships discussed or offered
- Number and names of colleges they applied to (Seniors Only)
- Number and names of colleges they were accepted to (Seniors Only)
- Scholarships they applied to and earned (Seniors Only)
- Completion of FAFSA and EFC average (Seniors Only)
- SAT/ACT taken and/or FEE waiver applied

**TUSD Requirements:** TUSD will provide transcripts for each registered scholar in August 2019 and January 2020, pending CPA collecting a completed Authorization to Release Form signed by the CBTUSD parent/guardian and submitted to TUSD.

## **College Bound Curriculum**

Concerned Parents Alliance provides a customized curriculum used for each CB program. It meets the scholars, parents and families where they are and is designed specifically for college bound programs only. The curriculum focuses on educational topics that will impact each household. Examples include time management, study habits, A-G, entrepreneurship, financial aid and scholarships, building self-esteem, understanding the policies and procedures within the educational arena, taking back control of their households, bullying, social media, state of mind, etc.



## **Comprehensive Marketing Plan**

All of the CPA programs and services include a comprehensive marketing plan with the goal of not “adding more to the school staff’s plate” but including this information in the existing marketing efforts. CPA hopes to participate in quarterly meetings with key internal and external stake holders as well as given the opportunity to present at the TUSD Leadership meetings and to be listed as part of the TUSD College and Career Readiness programs. CPA will rely on TUSD staff to help get the word out and market the College Bound TUSD program during key family oriented programs and events.

## **Customized College Tours**

CPA has taken our scholars and their parents on customized tours exposing them to over 300 colleges and universities throughout the country. The scholars and parents determine where we go each year. Week long trips will be more than likely be held during school breaks.

## **Required Attendance and Parent/Family Engagement**

CBTUSD only meets once a month therefore we work with scholars and their families to make the program a priority. We understand that life gets in the way, however, there are no excuses to miss a CB meeting. All scholars must bring a parent/guardian or responsible adult with them to each monthly meeting. It is our goal to have every scholar and their families attend each CB meeting but parents have the ultimate decision.

## **University/College Partnerships**

CPA has partnered with Empowering Parents and Families and we have a memorandum of understanding with several institutions of higher education including the University of CA, select schools within the California State University and private institutions. We are excited this year to join partner with the Oakland A’s for the first ever College Bound Night and have the CA Legislators declare April 22<sup>nd</sup> at the Official College Bound Day! The goal is for each of our CB scholars to have the choice of attending college!

## **Partnership with College Board and ACT**

CPA has partnered with College Board and ACT to provide SAT and ACT fee waivers for our scholars who meet the requirements. CPA will also support scholars and families in utilizing the opportunity to receive a fee waiver to take college prep tests, provided by TUSD's partnership with College Board.

## **Scholarships**

CPA has raised funds and researched hundreds of academic scholarships for our college bound scholars in good standing. Every year, we detail financial aid, financial literacy and scholarship information with the CB families.

## **CPA Staff Members**

Concerned Parents Alliance® has a variety of professional staff members with diverse backgrounds including successful experience in the educational, corporate and non-profit arenas. We only undertake assignments in which our competence has been established and where we can assure satisfactory performance by virtue of previous experience and/or individual expertise. CPA is a family oriented business who values education.

## **CPA/College Bound Programs**

### **OUTCOME BASED PROGRAMS AND SERVICES**

#### **Engaged Parents, Guardians, Caregivers and Responsible Adults Will:**

- Understand that parent/family engagement is essential to a comprehensive and successful educational plan
- Understand the importance of partnering with the school
- Become familiar with the educational statistics impacting their children
- Become more empowered to take control of their finances while learning more about financing their child's educational journey.
- Understand their ability to have a direct impact as to whether or not their children do well in school, graduate from high school and have the choice of attending college
- Learn the A-G college requirements while selecting & nurturing the best educational path
- Empower the parents to understand the importance of their scholars attending school, fulfilling A-G college requirements, graduating from high school, preparing for a successful post secondary opportunity with attending a four-year college or university being the priority

#### **Engaged Scholars Will Understand:**

- The importance of believing in themselves
- The importance of taking personal responsibility for their educational journey
- The power they have in creating a positive peer pressure which allows education to become one of their top priorities
- How they can control whether or not they graduate from high school and have the choice of attending college
- How they are accountable for their immediate and future actions
- How fulfilling A-G college requirements could provide a variety of options to help them with their college and career choices
- How hard work could result in excellent grades which in turn could provide an array of scholarship opportunities

## **CPA/College Bound Programs**

### **PROGRAM COST AND BILLING**

**\$105,156**

For the 2019/2020 academic year, we are moving the CBTUSD program from Empowering Parents and Families to our non-profit arm, Concerned Parents Alliance. This is an internal decision and will have little to none impact on the TUSD partnership.

CPA understands the budget challenges yet we respect providing a quality College Bound Tracy program therefore we will not increase the fees for the 2019-2020 program and we will increase the number of scholars from up to 105 to 114. Our goal is to have 28 scholars per grade level giving each school site approximately 3 more slots from last year and totaling 38 scholars per school.

CBTUSD is one of few programs within the district that serves the entire family. We work with the scholars, their younger siblings and their parents/guardians. Most programs focus only on the scholar or only on the parent. We believe in family empowerment and have a proven track record of success. The CBTUSD anticipates a waiting list for the 2019-2020 academic year.

CPA's goal is to further support this partnership in helping TUSD increase your A-G fulfillment percentages while empowering the parents/guardians and responsible adults to WAKE UP and take back control of their educational journeys and households.

### **Program Cost Details**

CPA will bill \$461.21 per scholar in August 2019 and January 2020.

It includes up to 38 scholars each from Kimball, Tracy and West High Schools.

CPA will serve up to 114 scholars PLUS their parents and families.

All checks should be made payable to Concerned Parents Alliance® and mailed within 30 days of the invoice to:

PO Box 720092

San Diego, CA 92172-0092

All questions should be directed to Dr. Darlene V. Willis, Co-Founder/Executive Director by either calling 619-823-7103 or emailing [drwillis63@gmail.com](mailto:drwillis63@gmail.com)

# **CPA/College Bound Programs**

## **CONTACT INFORMATION**

*Darlene V. Willis, Ph.D.*

**Co-Founder/Executive Director**

619-823-7103

[drwillis63@gmail.com](mailto:drwillis63@gmail.com)

### **NORTHERN CA OFFICE**

8055 Collins Drive  
Oakland, CA 94621

### **SOUTHERN CA ADDRESS**

PO Box 720092  
San Diego, CA 92172-0092



*The information contained in this document is copyright and for exclusive use between the CPA/College Bound Programs and Tracy Unified School District partnership only.*

# 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 **Concerned Parents Alliance Incorporated – College Bound**, 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 a College and Career Readiness Program to 114 TUSD High School students from Tracy High, West High and Kimball High, and their parents/guardians and families. Services are to include: Conducting Monthly Meetings; providing Teacher Advocates per grade level; Providing College Bound Scholar Clubs per each High School site; and marketing of the Program; providing child-care (Junior Scholar component) during each monthly meeting. See attached Proposal for further details.

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 Ten (10) months August, 2019 – May, 2020, under the terms of this agreement at the following location: Tracy Unified School District.
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
  - a. District shall pay \$ 461.21 per enrolled scholar, in two payments, the first in August, 2019, and the second in January of 2020, upon receipt of invoice. [XXX] **FLAT RATE**, not to exceed a total of \$ 105,156.00. *Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.*
  - b. District [ ] **SHALL [XXX] SHALL NOT** reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ 0.00 for the term of this agreement.
  - c. District shall make payment in [XXX] **TWO PAYMENTS UPON COMPLETION OF THE DUTIES** and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.
4. The terms of the agreement shall commence on July 1, 2019, and shall terminate on May 22, 2020.

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, Julianna Stocking, at (209) 830-3210 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 **[XXX] WILL** have significant contact with students. If applicable, proof of professional liability insurance, to include one million dollars (\$1,000,000.00) per occurrence for Sexual Abuse/Molestation is also required. If applicable, CONTRACTOR will comply with the provisions of Education Code 45125 regarding the submission of fingerprints to the California Department of Justice and the completion of criminal background investigations of the CONTRACTOR and/or its employees.

Contractor agrees to hold harmless and to indemnify District for:

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

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



omissions of its contractors and subcontractors, and of persons either directly or indirectly employed by them, as it is for the negligent acts and omissions of persons directly employed by Contractor.

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

**AGREED:**

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

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

\_\_\_\_\_  
President/CEO  
Title

\_\_\_\_\_  
9336 Black Hills Way/PO Box 720092  
Address

\_\_\_\_\_  
San Diego, CA 92129/San Diego, CA 92172-0092

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

\_\_\_\_\_  
5/16/2019  
Date

\_\_\_\_\_  
LCAP Funds (0709) and High School Site Funds  
Account Number to be Charged

\_\_\_\_\_  
Juliana Stocking  
Department/Site Approval

\_\_\_\_\_  
Juliana Stocking  
Budget Approval

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



# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Brian R. Stephens, Superintendent  
**FROM:** Dr. Sheila Harrison, Associate Superintendent of Educational Services  
**DATE:** May 13, 2019  
**SUBJECT:** **Approve Out of State Travel for Four Kelly Elementary School Teachers and One Administrator to Attend PLC (Culture and Achievement) Institute in Minneapolis, Minnesota from September 30<sup>th</sup> - October 3rd, 2019**

**BACKGROUND:** A team of core teachers and one administrator will travel to Minneapolis, Minnesota for the Culture and Achievement Institute (part of the PLC framework) being held October 1<sup>st</sup> through October 3<sup>rd</sup>, 2019. During the 2019-2020 school year, a primary school goal is to leverage the power of positive school culture towards continued improvement in student achievement. The PLC collaborative process remains the most powerful strategy for sustained, substantive school improvement. The Culture and Achievement Institute is a deep dive into a specific aspect of the broad PLC process. Attending this workshop will provide the core teachers attending with the necessary tools to provide ERM facilitation to the KES teaching staff, as a supplement to the current PLC process. Leveraging school culture towards academic and social emotional learning will help to ensure that we systematically address the KES' achievement gap, and work to minimize discrepant student performances across demographic subgroups of students.

**RATIONALE:** Professional Learning Communities (PLCs) are recognized as the most powerful, high-leveraging strategy for sustained, substantive school improvement. By attending this three day institute, teacher leaders will enhance their foundational skills—by receiving specific training and tools to leverage the role of positive school culture as a driving behind school-wide school achievement for all students. The Kelly School community has a school-wide focus on the three big ideas of the PLCs with a major focus on the four PLC questions to drive decisions using student data to improve student learning. Leveraging the power of positive school culture towards student achievement, within our broad PLC framework, will help to equip our collaborative teams to narrow our instructional focus. Creating a set of school-wide instructional best practices will be our signature approach to powerful first instruction and timely support for all students.

Through our regularly scheduled PLCs, we track students' academic performance, and provide targeted support and differentiation. The Culture and Achievement Institute will offer us a unique perspective—leveraging student learning outcomes based on a sustained positive school culture. At the end of the institute, teams will develop a system of action steps, with presenters

on hand to guide them. As teams develop deeper understandings the ways that school culture and climate impact students' learning, we will develop high-impact instructional strategies that are uniform across all collaborative teams. These signature practices will serve as the instructional framework of our school's instructional culture.

The four teachers and one administrator who attend this institute will engage in a series of ERM all staff facilitation workshops. Thus, the entire KES staff will learn from and benefit from this institute. The framework of this institute aligns with District Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or career goals; 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. As such, our school goals (SPSA) will be better accomplished as a result of attending this institute, and implementing its recommendations.

**FUNDING:** Lodging, meals, and transportation costs will total approximately \$15,000, and will be paid for from Title I Carryover Funds from the Alternative Programs Department.

**RECOMMENDATION:** Approve Out of State Travel for Four Kelly Elementary School Teachers and One Administrator to Attend PLC (Culture and Achievement) Institute in Minneapolis, Minnesota from September 30<sup>th</sup> - October 3rd, 2019.

**Prepared by:** Dr. Michael Bunch, Kelly Elementary School Principal.



# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Brian R. Stephens, Superintendent  
**FROM:** Dr. Sheila Harrison, Associate Superintendent of Educational Services  
**DATE:** May 30, 2019  
**SUBJECT:** Approve Agreement for Special Contract Services with Karen McCrary, MFTi, to Provide Three Additional Mental Health Service Hours per Week at Duncan Russell Continuation High School during the 2019-2020 School Year

**BACKGROUND:** TUSD provides mental health services to students whose emotional state is posing as a barrier to their academic performance and overall well-being. Social and emotional interventions in the school setting are necessary and needed for students with a clinical diagnosis for a mental health disorder, for students undergoing a crisis and/or for those who have unresolved emotional issues affecting their ability to learn.

Duncan Russell Continuation High School would like to add three hours of additional mental health services per week using site funds. The Tracy Unified School District (TUSD) will already be providing one day of mental health services to the Duncan Russell Continuation High School, using LCAP dollars during the 2019-2020 school year. Duncan Russell Continuation High School wants to provide additional support to ensure that all of their students' emotional needs are met.

**RATIONALE:** Social and Emotional interventions are a part of the multi-tiered system of support that the district uses to navigate student success. Tier 2 and 3 interventions for behavior involve targeted and intensive behavioral health services to those who are struggling to meet academic, attendance or behavioral standards within the school setting. The District benefits greatly from having Behavioral Health Clinicians on its school sites, and relies on this service to aid in supporting its students who struggle with mental health issues during the school year. Duncan Russell Continuation High School will contract with Karen McCrary, MFTi, to provide targeted and intensive behavioral health interventions at Duncan Russell Continuation High School using site funding. This effort supports District Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or career goals and District Strategic Goal #3: Apply fiscal, operational and community resources to ensure a safe learning environment that supports staff and student goals.

**FUNDING:** The total cost for Karen McCrary, MFTi will not exceed \$6120.00. Site funds will pay for this cost.

**RECOMMENDATION:** Approve Agreement for Special Contract Services with Karen McCrary, MFTi, to Provide Three Additional Mental Health Service Hours per Week at Duncan Russell Continuation High School during the 2019-2020 School Year

**Prepared by:** Traci Mitchell, Assistant Principal of Duncan Russell Continuation High School and Molly Long, Coordinator of Prevention Services

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

**AGREEMENT FOR SPECIAL CONTRACT SERVICES**

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and Karen McCrary MFTI, 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 3 Additional Mental Health service hours at Duncan Russell Continuation High School per week, for 34 weeks during the 2019-2020 school year. Duncan Alternative School will pay \$60/hr to Therapists who have graduated from a counseling related master's program and who are registered with the Board of Behavioral Sciences.

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

2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 3 hrs/week for 34 weeks ( ) [x ] HOURS [ ] DAYS, under the terms of this agreement at the following location Duncan Alternative School.

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

- a. District shall pay \$60 per [x ] HOUR [ ] DAY [ ] FLAT RATE, not to exceed a total of \$6120.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
- b. District [ ] SHALL [x ] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$0.00 for the term of this agreement.
- c. District shall make payment on a [x ] MONTHLY PROGRESS BASIS [ ] SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.

4. The terms of the agreement shall commence on July 1, 2019, and shall terminate on June 30, 2020.

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, Traci Mitchell, at (209) 830-3303 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:**

Victoria Bendigo / [Signature]  
Contractor Signature Title

5/9/19

\_\_\_\_\_  
IRS Identification Number  
Psychologist  
Title  
2180 W. Grant Line Rd, Suite 217  
Address  
Tracy CA 95377

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

\_\_\_\_\_  
Date

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

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

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

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



# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Brian R. Stephens, Superintendent  
**FROM:** Dr. Sheila Harrison, Associate Superintendent of Educational Services  
**DATE:** 5/21/19  
**SUBJECT:** Approve Agreement for Special Contract Services with Karen McCrary, MFTI, to Provide Two Additional Days of Mental Health Services to Jacobson Elementary School for the 2019-2020 School Year

**BACKGROUND:** Jacobson Elementary would like to add two additional days of mental health services during the 2019-2020 school year, using site title one funds. Tracy Unified School District already provides one day of mental health services to Jacobson Elementary, using LCAP dollars. Jacobson would like to provide additional mental health support, in order to ensure that its students' emotional needs are met. TUSD provides mental health services to students whose emotional state is posing as a barrier to their academic performance and overall well-being. Social and emotional interventions in the school setting are necessary and needed for students with a clinical diagnosis for a mental health disorder, for students undergoing a crisis and/or for those who have unresolved emotional issues affecting their ability to learn.

**RATIONALE:** Social and Emotional interventions are a part of the multi-tiered system of support that the district uses to navigate student success. Tier 2 and 3 interventions for behavior involve targeted and intensive behavioral health services to those who are struggling to meet academic, attendance or behavioral standards within the school setting. The district has benefitted greatly from having Behavioral Health Clinicians on its school sites, and relies on this service to aid in supporting its students who struggle with mental health issues during the school year. TUSD will contract with Karen McCrary MFTI to provide targeted and intensive behavioral health interventions at Jacobson Elementary school using site title I funding. This agenda item supports District Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or career goals and District Strategic Goal #3: Apply fiscal, operational and community resources to ensure a safe learning environment that supports staff and student goals.

**FUNDING:** The total cost for an additional day of mental health services will not exceed \$24,480.00. This funding will be paid for with school site Title I funds.

**RECOMMENDATION:** Approve Agreement for Special Contract Services with Karen McCrary, MFTI, to Provide Two Additional Days of Mental Health Services to Jacobson Elementary School for the 2019-2020 School Year

**Prepared by:** Mary Petty, Principal of Jacobson Elementary and Molly Long, Coordinator of Prevention Services.



# TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

## AGREEMENT FOR SPECIAL CONTRACT SERVICES

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and Karen McCrary, MFTi, 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 2 additional days of Mental Health Services to Jacobson Elementary, using site title one funds. Jacobson will pay \$60/hour for Therapists who have graduated from a counseling related master's program, and who are registered with the Board of Behavioral Sciences.

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 12 hrs/week, 34 weeks ( ) [x ] HOURS [ ] DAYS, under the terms of this agreement at the following location Jacobson Elementary.

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

- a. District shall pay \$<sup>60</sup> per [x ] HOUR [ ] DAY [ ] FLAT RATE, not to exceed a total of \$24,480. 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 \$<sup>0</sup> for the term of this agreement.
- c. District shall make payment on a [x ] MONTHLY PROGRESS BASIS [ ] SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.

4. The terms of the agreement shall commence on July 1, 2019, and shall terminate on June 30, 2020.

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, Mary Petty, at (209) 830-3315 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:**

Victoria Benfgo Psychologist  
Contractor Signature Title

\_\_\_\_\_  
IRS Identification Number  
AMFT #410724  
Title

2180 W. Grant Line Rd, Suite 217  
Address  
Tracy CA 95377

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

\_\_\_\_\_  
Date

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

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

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

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



# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Brian R. Stephens, Superintendent  
**FROM:** Dr. Sheila Harrison, Associate Superintendent of Educational Services  
**DATE:** May, 30, 2019  
**SUBJECT:** Approve Agreement for Special Contract Services with Valley Community Counseling Services to Provide Additional Mental Health Services to North Elementary for the 2019-2020 school year

**BACKGROUND:** North School would like to add an additional day of mental health services using site Title I funds. Tracy Unified School District already provides one day of mental health services, using district LCAP dollars. North School would like to add two additional days of mental health support in order to ensure that their students' emotional needs are met. TUSD provides mental health services to students whose emotional state is posing as a barrier to their academic performance and overall well-being. Social and emotional interventions in the school setting are necessary and needed for students with a clinical diagnosis for a mental health disorder, for students undergoing a crisis and/or for those who have unresolved emotional issues affecting their ability to learn.

**RATIONALE:** Social and Emotional interventions are a part of the multi-tiered system of support that the district uses to navigate student success. Tier 2 and 3 interventions for behavior involve targeted and intensive behavioral health services to those who are struggling to meet academic, attendance or behavioral standards within the school setting. The district has benefitted greatly from having Behavioral Health Clinicians on its school sites, and relies on this service to aid in supporting its students who struggle with mental health issues during the school year. TUSD will contract with Valley Community Counseling to provide additional targeted and intensive behavioral health interventions at North Elementary school using Title One funding. This agenda item supports District Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or career goals and District Strategic Goal #3: Apply fiscal, operational and community resources to ensure a safe learning environment that supports staff and student goals.

**FUNDING:** The total cost for Valley Community Counseling Services will not exceed \$24,480. This funding will be paid with site Title 1 funds.

**RECOMMENDATION:** Approve Agreement for Special Contract Services with Valley Community Counseling Services to Provide Additional Mental Health Services to North Elementary for the 2019-2020 school year

**Prepared by:** Mayte Ramirez, Principal of North Elementary School, Molly Long, Coordinator of Prevention Services

# TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

## AGREEMENT FOR SPECIAL CONTRACT SERVICES

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

1. Contractor shall perform the following duties: Provide the following Mental Health services to stated sites, using the following rates: \$60/hour for a BBS certified intern in Social Work, Marriage and Family Therapy, Marriage and Family Clinical Counseling, or Clinical Psychology; or \$50/hour for a master's level student in a Social Work, Marriage and Family Therapy, Marriage and Family Clinical Counseling, or Clinical Psychology Program.

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 408 ( ) ☒ HOURS | | DAYS, under the terms of this agreement at the following location North Elementary.

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

- a. District shall pay \$ 50/60 per ☒ HOUR | | DAY | | FLAT RATE, not to exceed a total of \$ 24,480.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
- b. District [ ] SHALL ☒ SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ 0.00 for the term of this agreement.
- c. District shall make payment on a ☒ MONTHLY PROGRESS BASIS [ ] SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.

4. The terms of the agreement shall commence on July 1, 2019, and shall terminate on June 30, 2020.

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

Contractor agrees to hold harmless and to indemnify District for:

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

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



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

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

AGREED:

Contractor Signature

Title

IRS Identification Number

Title

Address

Tracy Unified School District

Date

Account Number to be Charged

Department/Site Approval

Budget Approval

Date Approved by the Board



# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Brian R. Stephens, Superintendent  
**FROM:** Dr. Sheila Harrison, Associate Superintendent of Educational Services  
**DATE:** May 30, 2019  
**SUBJECT:** **Approve Out of State Travel for Four Educational Services Staff to Attend the Collaborative for Academic, Social and Emotional Learning (CASEL) Exchange in Chicago, IL, October 2-4, 2019**

**BACKGROUND:** TUSD has used the “whole child” approach in its development of a multi-tiered system of support for Social and Emotional Learning (SEL) over the course of the last few years. This “whole child” approach to education challenges educational leaders to consider all of the systems that effect student achievement. In other words, beyond the academic system, which children do not experience in a vacuum, there are other non-academic systems in the child’s life, such as their social and emotional spheres. Depending on how healthy the skills and systems within these other realms are for each student determines whether or not these social and/or emotional systems will serve as academic enablers, or as disablers for each student.

The Collaborative for Academic, Social, and Emotional Learning (CASEL) defined SEL more than two decades ago. Today, they collaborate with leading experts and support districts, schools, and states nationwide to drive research, guide practice, and inform policy. CASEL will host its inaugural Social and Emotional Learning Exchange on October 2, 3, and 4, 2019. The conference will help participants forge new alliances and gain new insights, empowering and inspiring their future efforts to ensure that education in America focuses on developing the whole child.

**RATIONALE:** The Tracy Unified School District is committed to providing Social and Emotional Learning to all of its students in the K-12 setting. Currently, the district is in the second year of its roll out for Tier 1 SEL core curriculum in the K-5 setting, and will be in year one of its roll out for tier 1 SEL core curriculum for grades 6-8, during the 2019-2020 school year. TUSD wants to provide sustaining implementation support and guidance to educators already providing this instruction in grades K-8, as well as gain a better understanding of techniques and SEL tier 1 applications for high school students. The ultimate goal of the district is to expand this whole child approach and MTSS for SEL to the high school level, whenever possible. The CASEL Social and Emotional Learning Exchange is the perfect place for TUSD Educational Leaders to learn best practice and evidence based applications for SEL continued implementation, sustainability and effective applications at the high school level. Additionally, participation in this training aligns with District Strategic Goal #1: Prepare all students to be



well-rounded individuals with the knowledge and skills to pursue their college and/or career goals; and District Strategic Goal #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 total cost for four participants to attend the CASEL Social and Emotional Learning Exchange is approximately \$8600.00. Registration fees total \$3300.00, Hotel costs total \$3400.00 and airfare is approximately \$1388.00 in total. Miscellaneous fees, such as food, airport transportation and parking will not exceed \$500.00.

**RECOMMENDATION:** Approve Out of State Travel for Four Educational Services Staff to Attend the Collaborative for Academic, Social and Emotional Learning (CASEL) Exchange in Chicago, IL, October 2-4, 2019.

**Prepared by:** Molly Long, LCSW, Coordinator of Prevention Services.



# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Brian R. Stephens, Superintendent  
**FROM:** Dr. Sheila Harrison, Associate Superintendent of Educational Services  
**DATE:** May 22, 2019  
**SUBJECT:** Approve Agreement for Special Contract Services with S & S Worldwide, Inc. for PE Central, Professional Development, to Provide Single Subject Physical Education Teachers Professional Learning on District Early Release Mondays During the 2019-2020 School Year

**BACKGROUND:** Tracy Unified School District (TUSD) seeks professional learning opportunities to support Physical Education (PE) teachers in building their skills and knowledge in providing rigorous, relevant learning to all TUSD students. TUSD is committed to providing highly effective and relevant professional learning opportunities for PE teachers during district Early Release Mondays. As TUSD continues to work toward developing intentionally integrated curriculum, PE Central is positioned to support TUSD teachers in integrating literacy and other subjects into PE through Project Based Learning.

**RATIONALE:** PE Central Workshops provide K-12 Physical Educators with practical ideas and hands-on activities they can easily implement into their physical education program. Their professional development workshops are fun, engaging, and filled with valuable skill building tools such as: how to implement Personalized Learning/Project Based Learning into your program; how to use FitnessGram to its fullest; how to integrate literacy and other subjects into PE. PE Central will provide four (4) days of services, with two (2) workshops provided at each District led Early Release Monday during the 2019-2020 school year. One workshop will support elementary PE teachers and the other workshop will support high school PE teachers.

This 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 #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 cost of training by PE Central for the 2019-2020 school year will not exceed \$4,000. This training cost will be paid through District LCAP funds.

**RECOMMENDATION:** Approve Agreement for Special Contract Services with S & S Worldwide, Inc. for PE Central, Professional Development, to Provide Single Subject Physical Education Teachers Professional Learning on District Early Release Mondays During the 2019-2020 School Year.

**Prepared by:** Melissa Beattie, Director of Professional Learning and Curriculum.



### Onsite Workshop Proposal

**Workshop Dates:** October 7, November 18, January 13, and March 23 (Mondays)

**School District:** Tracy Unified School District, Tracy, CA

**Contact:**

Marji Baumann  
Assistant Principal  
Central Elementary School  
(209) 830-3303

Induction Program Administrator  
Professional Learning and Curriculum  
Tracy Unified School District  
1875 West Lowell Ave. Tracy, CA 95376  
(209) 830-3232  
mbaumann@tusd.net

**Location of Workshops:** TBD

**PE Central Presenters:** Wendy Jones, Semi-Retired PE Teacher, San Francisco, CA and Nancy Hennefer, retired PE teacher, for Elementary/MS presentations.

**Workshop Length:** 4 two-hour sessions over a period of a year for High School and 4 two-hour sessions for Elementary/Middle School. Total of 8 2-hour sessions.

**Number of Participants:** 15 Elementary/Middle School and 20 High School Physical Education Teachers

**Cost:** \$4000.00 to be billed \$1000 after each workshop is completed. This is an all-inclusive price that includes 8 2-hour workshop sessions on four different days, and all travel and expenses for 1 presenter. Physical education equipment (approximately \$300 worth) will be provided by S&S Worldwide, for one of the trainings and will be left for the school district to distribute how they see fit. In addition, we will use the equipment that is at the school for the workshops.

**Transportation Details:** Both Wendy and Nancy will drive in on the day of the workshop and travel home upon completion after workshop is complete.

**PE Central Presenter Bio:**

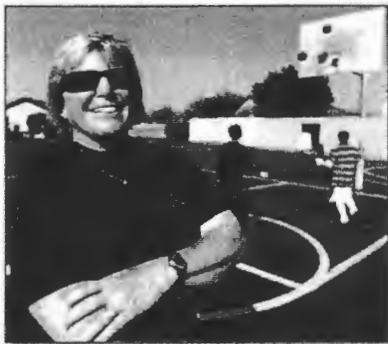
**Wendy Jones**



Semi-Retired, National Board-Certified PE Teacher, San Francisco, CA

Wendy is a semi-retired National Board-Certified physical educator. She started her teaching practice in high school and spent most of my teaching in elementary. Currently, she works with middle school physical education/health teachers doing induction. She teaches pre-service teachers through a local University and assesses PACT (edTPA). She is a program advisor for the Health-Physical Education Collaborative in the

San Francisco bay area. For 15 years, she was the site director for the Bay Area Physical Education-Health Project, a state funded subject matter project.



**Nancy Hennefer**

Retired PE Teacher, Lodi Unified School District, Lodi, CA

Nancy taught elementary physical education in Lodi, CA for 35 years. She was director for Elementary Physical Education Workshop in Cal Poly, and she was CAHPERD Teacher of the Year twice.

# 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 S&S Worldwide, Inc., hereinafter referred to as "Contractor,"

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

1. Contractor shall perform the following duties: Provide four (4) days of Professional development workshops for P.E. teachers on October 7, 2019; November 18, 2019; January 13, 2020; and March 23, 2020 in Tracy Unified School District.  
Two (2), two (2)-hour workshops will be provided on each of the above dates, with one focused on elementary PE, and the other on high school PE.  
PE Central will be providing the trainings for S&S Worldwide.

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 4 days (2 workshops per day) (4 ) [ ] HOURS [X] DAYS, under the terms of this agreement at the following location Tracy Unified School District, Kimball HS.

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

- a. District shall pay \$ 1,000 per [ ] HOUR [X] DAY [ ] FLAT RATE, not to exceed a total of \$ 4,000. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
- b. District [ ] SHALL [X] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ 0 for the term of this agreement.
- c. District shall make payment on a [X] MONTHLY PROGRESS BASIS [ ] SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.

4. The terms of the agreement shall commence on August 1, 2019, and shall terminate on May 30, 2020.

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, Marji Baumann, at (209) 830-3232 x1549 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:**

Muna Selim Bids Manager  
Contractor Signature Title

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

Bids + Contracts Manager  
Title

75 Mill St.  
Address

Colchester, CT 06415

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

\_\_\_\_\_  
Date

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

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

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

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



# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Brian Stephens, Superintendent  
**FROM:** Dr. Sheila Harrison, Assistant Superintendent of Educational Services  
**DATE:** May 28, 2019  
**SUBJECT:** Approve Agreement for Special Contract Services with the San Joaquin County Office of Education STEM Office to Support the 6-12 Science Teachers during the 2019-2020 School Year

**BACKGROUND:** The San Joaquin County Office of Education (SJCOE) STEM Office has been working with TUSD middle and high school science teachers since the 2013-14 school year to build teacher capacity for district implementation of the Next Generation Science Standards (NGSS). In 2019-2020, TUSD will take this work to the next step by integrating the SJCOE STEM department's efforts with teachers in grades 6-12 with the grant from the U.S. Department of Education's Office of Education Innovation and Research (EIR). This will build on district capacity to develop and implement PreK-12 STEM instruction for all students. SJCOE STEM services will include leadership and professional learning activities for the middle and high school science committees, district workshops for 6-12 teachers, workshops created solely for site administrators to support STEM implementation, and support for evaluation and selection of instructional materials.

**RATIONALE:** TUSD and the SJCOE STEM Office have built a strong foundation in the California Science Standards, which include both science and engineering. The planning and preparation for the implementation of the STEM EIR grant in grades 6-12 will take place in the 2019-2020 school year. SJCOE STEM Office will support 6-12 Science teachers, integrate some services with 7-12 Math teachers to explore STEM implementation, and focus professional learning on science, engineering, math, and computer science. Their expertise will support STEM EIR implementation. This agenda item meets 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 #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 cost for this training and support is not to exceed \$41,250.00 and will be paid out of Local Control Funding Formula funds in the Local Control Accountability Plan for the support of professional learning for NGSS implementation, Goal 1, Action 6.

**RECOMMENDATION:** Approve Agreement for Special Contract Services with the San Joaquin County Office of Education STEM Office to Support the 6-12 Science Teachers during the 2019-2020 School Year

**Prepared by:** Dr. Debra Schneider, Director of Instructional Media Services and Curriculum



## 1875 W. Lowell Ave., Tracy, California 95376

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and San Joaquin County Office of Education STEM Office, 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 leadership development to the 6-8 and 9-12 Science Committees and professional development to teachers of science in grades 6-12 during the 2019-2020 school year (see dates and services attached)
- 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 27.5 ( ) [ ] HOURS [X] DAYS, under the terms of this agreement at the following location TUSD IMC and BBD/ERM sites.
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
- a. District shall pay \$ 41,250.00 per [ ] HOUR [ ] DAY [X] FLAT RATE, not to exceed a total of \$ 41,250.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
- b. District [ ] SHALL [X] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ 0 for the term of this agreement.
- c. District shall make payment on a [ ] MONTHLY PROGRESS BASIS [X] SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.
4. The terms of the agreement shall commence on July 1, 2019, and shall terminate on May 15, 2020.
5. This agreement may be terminated at any time during the term by either party upon 30 days days' written notice of termination delivered by certified mail, return receipt requested.

6. Amendments, changes or modifications in the terms of this Agreement may only be made at any time by mutual written agreement between the parties hereto and shall be signed by the persons authorized to bind the parties hereto.
7. Contractor shall contact the District's designee, Debra Schneider, at (209) 830-3252 x 1353 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.
8. Contractor enters into this Agreement as an independent contractor and not as an employee of the District. The Contractor shall have no power or authority by this Agreement to bind the District in any respect except as provided herein. Nothing in this Agreement shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Contractor are employees, agents, contractors or subcontractors of the Contractor and not of the District. The District shall not be obligated in any way to pay any wage claims or other claims made against Contractor by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this Agreement.
  - a. CONTRACTOR shall be required to provide proof (Certificate of Insurance) of comprehensive general liability insurance coverage in the amount of one million dollars (\$1,000,000.00) combined single limit per occurrence; two million dollars (\$2,000,000.00) general aggregate. A separate additional insured endorsement shall be provided to include the DISTRICT and its officers, officials, employees, agents and volunteers as additional insured in the policy. It is agreed that insurance coverage provided by CONTRACTOR herein is endorsed as primary and noncontributory to any similar insurance or self-insurance carried by DISTRICT. The DISTRICT reserves the right to adjust its insurance requirements as needed.
  - b. Contractor ☐ WILL ☒ WILL NOT have significant contact with students. If applicable, proof of professional liability insurance, to include one million dollars (\$1,000,000.00) per occurrence for Sexual Abuse/Molestation is also required. If applicable, CONTRACTOR will comply with the provisions of Education Code 45125 regarding the submission of fingerprints to the California Department of Justice and the completion of criminal background investigations of the CONTRACTOR and/or its employees.

Contractor agrees to hold harmless and to indemnify District for:

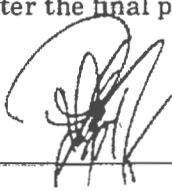
Any injury to person or property sustained by Contractor or by any person, firm or corporation employed directly or indirectly by the Contractor or by any of the individuals participating in or associated with him or her, however caused; and any injury to person or property sustained by any person, firm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

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

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

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

AGREED:



Contractor Signature

Title

Tracy Unified School District

IRS Identification Number

Division Director

Title

2922 Transworld Drive

Address

Stockton, CA 95206

Date

Account Number to be Charged

Department/Site Approval

Budget Approval

Date Approved by the Board



May 7, 2019

**Professional Learning Proposal:**

Science Professional Development for 2019-2020

Preliminary Proposal for Professional Learning for Tracy Unified School District

**Overall Goals:**

This proposal of work is for the preparation and facilitation of the K-12 Science Professional Learning focused on supporting the Next Generation Science Standards Implementation.

**Specific Days and Times:**

Start Date	End Date	Time	Location	Target	Subject	Who	Total
8/1/2019		all day	TBD	MS, HS	BBD: TIME	Lissa/Bret	2
8/2/2019		all day	TBD	7, 8 and HS	BBD: TIME and Math Collaboration	Bret/Lissa	2
8/20/2019	8/22/2019	all day	Tracy IMC	MS	TIME for Pilots	Lissa	3
8/27/2019	8/29/2019	all day	Tracy IMC	HS	TIME for Pilots	Bret	3
9/18/2019		all day	Tracy IMC	MS	leadership 6-8	Lissa	1
9/19/2019		all day	Tracy IMC	HS	leadership 9-12	Bret	1
10/7/2019		PM ERM	TBD	MS	ERM	Lissa	.5
10/16/2019		all day	Tracy IMC	HS	leadership 9-12	Bret	1
10/17/2019		all day	Tracy IMC	MS	leadership 6-8	Lissa	1
11/18/2019		PM ERM	TBD	MS	ERM	Lissa	.5
12/10/2019		all day	Tracy IMC	MS	Leadership 6-8	Lissa	1
12/11/2019		all day	Tracy IMC	HS	leadership 9-12	Bret	1
1/13/2020		PM ERM	TBD	MS	ERM	Lissa	.5
2/18/2020		all day	Tracy IMC	HS	leadership 9-12	Bret	1
2/20/2020		all day	Tracy IMC	MS	leadership 6-8	Lissa	1
3/23/2020		PM ERM	TBD	MS	ERM	Lissa	1
4/8/2020		all day	Tracy IMC	HS	leadership 9-12	Bret	1
4/9/2020		all day	Tracy IMC	MS	leadership 6-8	Lissa	1
		5 days	TBD	Admin	5 modules for Admin	TBD	5



**SAN JOAQUIN COUNTY OFFICE OF EDUCATION**  
James A. Mousalimas, County Superintendent of Schools

P.O. Box 213030  
Stockton, CA 95213-9030  
(209) 468-4800  
[www.sjcoe.org](http://www.sjcoe.org)

**Costs:**

**PD days: 27.5 x \$1,500 = \$41,250**

**Total: \$41,250**

**Total Proposed Costs to be invoiced after final session and paid within 30 days: \$41,250**

**Summary:**

SJCOE STEM is willing to provide the services above for the NGSS Professional Learning for Tracy Unified School District during the 2019-2020 school year. This will focus on the Next Generation Science Standards and topics to support Administrators.

If you have any questions please don't hesitate to contact us.

Kirk Brown  
Director of STEM Programs  
San Joaquin County Office of Education  
209-468-4880  
[kbrown@sjcoe.net](mailto:kbrown@sjcoe.net)



# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Brian Stephens, Superintendent  
**FROM:** Dr. Sheila Harrison, Associate Superintendent of Educational Services  
**DATE:** May 22, 2019  
**SUBJECT:** Approve Funding for the Agriculture Incentive Grant for Tracy High School for the 2019-2020 School Year

**BACKGROUND:** The State Department of Education requires that school districts submit applications in order to receive funding for the Agricultural Incentive Grant and the Specialized Agriculture Incentive Grant, and that these applications be approved by the local school board. Such approval indicates that the Board agrees to follow all applicable regulations.

**RATIONALE:** The Agricultural Incentive Grant provides additional funds for equipment, materials, and travel for students. The grant money provided to the Tracy Agriculture Department will be used for technology improvements, assist in the purchasing of materials to ensure a quality learning environment, and allows students to attend leadership conferences from the national to the local level. By accepting this grant, the District agrees to supplement the agriculture program by an in-kind match of the funds in the amount of \$22,592.00. This meets District Strategic Goal #3: Apply fiscal, operational and community resources to ensure a safe learning environment that supports staff and student goals.

**FUNDING:** Agriculture Incentive Grant in the amount of \$22,592.00

**RECOMMENDATION:** Approve Funding for the Agriculture Incentive Grant for Tracy High School for the 2019-2020 School Year.

**Prepared by:** Mr. Jason Noll, Principal, Tracy High School.

California Department of Education  
AGRICULTURAL CAREER TECHNICAL EDUCATION INCENTIVE GRANT  
2019-20 APPLICATION FOR FUNDING  
(Due Date: To be received in Regional Supervisor's Office by June 30, 2019)

Tracy High School

School Site


Tracy Unified School District

District

Please include the following items with your application:


- ☒ Eligibility Determination Sheet
- ☐ Variance Request Form (if applicable)
- ☐ Quality Criterion 12 Form (if applicable)
- ☒ Award Estimator and Budget Sheet
- ☒ List of Agriculture Teachers

Certification: I hereby certify that all applicable state and federal rules and regulations will be observed; that to the best of my knowledge, the information contained in this application is correct and complete; and that the attached assurances are accepted as the basic conditions of the operations in this project/program for local participation and assistance.

  
Signature of Authorized Agent

Superintendent

Authorized Agent Title

  
Signature of Agriculture Teacher  
Responsible for the Program

  
Signature of Principal

Contact Phone Number: (209) 830-3360

Date of Local Agency Board Approval: 06/11/19

California Department of Education  
AGRICULTURAL CAREER TECHNICAL EDUCATION INCENTIVE GRANT  
2019-20 APPLICATION FOR FUNDING  
(Due Date: To be received in Regional Supervisor's Office by June 30, 2019)

**Eligibility Determination Sheet**

IN ORDER TO APPLY FOR FUNDING, YOU MUST MEET **ALL** THE QUALITY CRITERIA LISTED BELOW.

Please check each Quality Criteria you meet:

- ☒ 1. Curriculum and Instruction
- ☒ 2. Leadership and Citizenship Development
- ☒ 3. Practical Application of Occupational Skills
- ☒ 4. Qualified and Competent Personnel
- ☒ 5. Facilities, Equipment, and Materials
- ☒ 6. Community, Business, and Industry Involvement
- ☒ 7. Career Guidance
- ☒ 8. Program Promotion
- ☒ 9. Program Accountability and Planning

IF YOU CHECKED **ALL** THE REQUIRED QUALITY CRITERIA, PLEASE  
CONTINUE TO THE NEXT PAGE OF YOUR APPLICATION.

---

If you **do not** meet one or more of the criteria listed above, you may submit a Variance Request Form for each unmet criterion.

A variance is a proposed plan to bring your program into compliance with all the quality criteria listed above, prior to the following year's application.

All variances must be approved with this application in order to be eligible for funding. Non-compliance with the terms of the approved variance will result in a loss of funds.

Will you be including a formal Variance Request Form for each unmet criterion?

☐ Yes ☒ No

IF YOU ARE REQUESTING ONE OR MORE VARIANCES, PLEASE COMPLETE A **VARIANCE REQUEST FORM** FOR EACH AND CONTINUE TO THE NEXT PAGE OF YOUR APPLICATION.

---

IF YOU DO NOT MEET **ALL** REQUIRED QUALITY CRITERIA LISTED ABOVE,  
**AND** YOU ARE **NOT** SUBMITTING A VARIANCE REQUEST FORM

**STOP**

YOU ARE NOT ELIGIBLE TO APPLY FOR FUNDING THROUGH THE AGRICULTURAL  
CAREER TECHNICAL EDUCATION INCENTIVE GRANT.



California Department of Education  
 AGRICULTURAL CAREER TECHNICAL EDUCATION INCENTIVE GRANT  
 2019–20 APPLICATION FOR FUNDING  
 (Due Date: To be received in Regional Supervisor's Office by June 30, 2019)

Award Estimator

**DATES OF PROJECT DURATION: JULY 1, 2019 TO JUNE 30, 2020**

**Applicant Information (please fill in the underlined fields)**

Number of Different Agriculture Teachers at Site (Please attach a separate list of Agriculture teachers' names):	5
Total Number of Students from the prior fiscal year R-2 Report:	449
Number of teachers meeting Criterion 10 (see instructions for more information):	1
Number of teachers meeting Criterion 11a (see instructions for more information):	5
Number of teachers meeting Criterion 11b (see instructions for more information):	1
Do you meet all criteria on the attached Quality Criterion 12 Form (Y/N)?	n

**Award Calculations**

Part 1: Based on your number of agriculture teachers at the site: (Please attach a separate list of Agriculture teachers' names):	\$ 5,000.00
Part 2: Based on \$8.00 per member listed on the R-2 Report:	\$ 3,592.00
Part 3a: Based on number of teachers meeting Criterion 10:	\$ 2,000.00
Part 3b: Based on number of teachers meeting Criterion 11a:	\$ 10,000.00
Part 3c: Based on number of teachers meeting Criterion 11b:	\$ 2,000.00
Part 4: Based on meeting all criteria on the Quality Criterion 12 Form:	\$ 0.00
<b>Total Estimated Award:</b>	<b>\$ 22,592.00</b>

California Department of Education  
 AGRICULTURAL CAREER TECHNICAL EDUCATION INCENTIVE GRANT  
 2019-20 APPLICATION FOR FUNDING  
 (Due Date: To be received in Regional Supervisor's Office by June 30, 2019)

**Budget Sheet**

Incentive grant awards must be matched for each Account Number below (4000, 5000, and 6000). Account Number 4000 requires only the subtotal be matched, but Account Numbers 5000 and 6000 must be matched by line item. A waiver of matching must be approved for any instances where matching funds do not meet or exceed Incentive Grant funds.

**Amount left to Allocate:** \$ 0.00

4000: Books & Supplies

Items	Description of Items of Funds Being Used	Incentive Grant Funds	Matching Funds
1.	Office Supplies	\$ 2,500.00	\$ 2,500.00
	<b>Subtotal for 4000</b>	<b>\$ 2,500.00</b>	<b>\$ 2,500.00</b>

5000 Services and Operating Expenses, including services of consultants, staff travel, conferences, rentals, leases, repairs, and bus transportation

Items	Description of Items of Funds Being Used	Incentive Grant Funds	Matching Funds
1.	Transportation	\$ 3,500.00	\$ 3,500.00
2.	Conferences	\$ 5,000.00	\$ 5,000.00
3.	CDE	\$ 2,000.00	\$ 2,000.00
4.	Leadership Activites	\$ 1,592.00	\$ 2,000.00
5.			
6.			
7.			
8.			
9.			
10.			
	<b>Subtotal for 5000</b>	<b>\$ 12,092.00</b>	<b>\$ 12,500.00</b>

6000 Capital Outlay, including sites, buildings, improvement of buildings, and equipment

Items	Description of Items of Funds Being Used	Incentive Grant Funds	Matching Funds
1.	New Computer-AG Office	\$ 1,500.00	\$ 1,500.00
2.	Shop Equipment	\$ 2,000.00	\$ 3,000.00
3.	Welding Equipment	\$ 3,000.00	\$ 5,000.00
4.	Meats Lab Equipment	\$ 1,500.00	\$ 2,000.00
5.			
	<b>Subtotal for 6000</b>	<b>\$ 8,000.00</b>	<b>\$ 11,500.00</b>

**Total Allocated Funds:** \$ 22,592.00 \$ 26,500.00

## 2019-2020 TRACY HIGH AGRICULTURE TEACHERS

1. Laura Kelley
2. Pat Rooney
3. Jason Gentry
4. Georgia Souza
5. Alexandra Rocha



# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Brain Stephens, Superintendent  
**FROM:** Dr. Sheila Harrison, Associate Superintendent of Educational Services  
**DATE:** May 30, 2019  
**SUBJECT:** **Approve all Out of State, Overnight, and Out of District Travel for Tracy High AG/FFA Teachers and Students for the 2019-2020 School Year**

**BACKGROUND:** Students and personnel of the Tracy High Agriculture Department and Future Farmers of America (FFA) travel yearly to numerous functions in order to receive training and in-service in the areas of Leadership and Education. Attached, on separate pages, please find the dates and functions recommended for approval.

**RATIONALE:** Learning for teachers and students goes beyond the classroom, and these types of activities motivate teachers and students to stay active in the learning process. They will be planning and making decisions for the coming school year. These activities align with District Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or career goals; 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:** Funding for the activities are District funds, Carl Perkins/VEA, Agriculture Incentive Grant, FFA Student Body Account, FFA Foundation. Fundraisers will be available to pay for those students who are unable to fund their own trip. District agriculture vehicles and District vehicles provide transportation, as well as District approved drivers.

**RECOMMENDATION:** Approve all Out of State, Overnight, and Out of District Travel for Tracy High AG/FFA Teachers and Students for the 2019-2020 School Year.

**Prepared by:** Mr. Jason Noll, Principal, Tracy High School.

# Tracy High School

## Agriculture Department/FFA Travel Schedule

### 2019-2020

<u>Date</u>	<u>Function</u>	<u>Funding</u>
7/11-12/19 (Thur-Fri)	FFA Officer Retreat Aptos, California (Out of District, teachers & students)	FFA & FFA Foundation Students
7/11-15/19 (Thur-Mon)	California State Fair Sacramento, California (Out of District, teachers and students)	FFA FFA Foundation Students
8/2-4/19 (Fri-Sun)	Fresno Livestock Judging Clinic Fresno, CA (Out of District, teachers & students)	FFA Students
8/29/19 (Thur)	Delta Cal Meeting (Fall) Manteca H.S. Manteca, CA (Out of District, teachers and students)	FFA ROP/CTE Ag Incentive
8/24/19 (Sat)	FFA Student Leadership Conference Galt, CA (Out of District, teachers and students)	FFA FFA Foundation ROP/CTE
9/26/19 (Thur)	Opening and Closing Speech Contest San Joaquin Cty. Fair Stockton, CA (Out of District, Teachers and Students)	FFA ROP/CTE Ag Incentive Grant
9/28/19 (Sat)	Central Region COLC Modesto, CA (Out of District, Teachers and students)	FFA AG District Funds Ag Incentive Grant
10/3/19 (Thur)	FFA Delta Cal Greenhand Conference Lodi, CA (Out of District, Teachers and students)	FFA Ag District Funds Ag Incentive Grant
10/3/19 thru May 2020	Project Visits – observe student’s work Various student homes (Teachers and students)	FFA FFA Foundation

<u>Date</u>	<u>Function</u>	<u>Funding</u>
10/17/19 (Thur)	Pumpkin Patch for Pre-Schoolers Ag Farm, Tracy High (Teachers and students)	FFA ROP/CTE
10/16/19 (Wed)	AG-Venture Manteca, CA (Out of district, teachers and students)	FFA Ag District Funds
10/9-12/19 (Wed-Sat)	Grand Nationals San Francisco, CA (Out of district/overnight, teachers, students and parents)	FFA ROP/CTE
10/30-5/19 (Wed-Tue)	National FFA Convention Indianapolis, IN (Out of state/overnight, teachers and students)	FFA/FFA Foundation ROP/CTE Students
11/13/19 (Wed)	CATA Administrators Night Tracy, CA (Teachers and Admin.)	FFA Foundation Ag Incentive Grant
11/22-23/19 (Fri – Sat)	CATA Regional Meeting & Road Show Tuolumne, CA (Out of District/overnight, teachers)	Ag Incentive ROP/CTE
12/7/19 (Sat)	Tracy Lions Club Crab Feed Tracy, CA (Teachers and Students)	N/C
12/10/19 (Tue)	Metal Purchase/Pickup Modesto, CA (Out of District, teacher)	ROP/CTE
1/10-11-20 (Fri-Sat)	Made for Excellence Leadership Seminar Sacramento, Ca (Out of district, overnight, teachers and students)	FFA Ag Incentive Grant ROP/CTE
1/8/20 Thru 4/25/20	Ag Proficiency Classes (Various days) MJC or Delta College (Out of district, teachers and students)	FFA Ag Incentive

<u>Date</u>	<u>Function</u>	<u>Funding</u>
1/16/20 (Thur)	UTI Field Trip – FFA/Ag Sacramento, CA (Out of district, teachers and students)	Ag District Funds ROP/CTE
1/18/20 (Sat)	Reedley Mid-Winter Field Day Reedley, CA (Out of District, teachers and students)	FFA Students
1/22/20 (Wed)	FFA State Degree Scoring Interview Contest/Record Books Ripon, CA (Out of district, teachers and students)	FFA Ag District Funds
1/20-24/20 (Mon-Fri)	National Western Show Denver, Colorado (Out of state/overnight, teachers and students)	Students ROP/CTE
2/8/20 (Sat)	FFA Crab Feed Tracy Community Center (Teachers, students and parents)	FFA Foundation FFA
2/4/20 (Tue)	Animal Buying for Fair Location – TBA (Out of District, teachers)	Students FFA
2/12/20 (Wed)	WORLD Ag Expo Tulare, CA (Out of district, teachers and students)	FFA ROP/Ag Incentive
2/1/20 (Sat)	Tracy Lions Cioppino Feed Tracy Portuguese Hall (Teachers, students and parents)	N/C
2/5/20 (Wed)	FFA Speech Contest/Regional Semi-Finals Linden, Ca (Out of district, teachers and students)	FFA ROP/CTE

<u>Date</u>	<u>Function</u>	<u>Funding</u>
2/10/20 (Mon)	FFA Central Region Prof. Review Ripon, CA (Out of district, teachers and students)	FFA AG District Funds
2/1/20 (Sat)	Arbuckle Field Day Arbuckle, CA (Out of district, overnight, teachers and students)	FFA Students
2/22/20 (Sat)	FFA/CATA Central Region Meeting Merced, CA (Out of district, teachers and students)	Ag District Funds
2/12/20 (Wed)	Feeder School Presentations Various Middles Schools Tracy, CA (Teachers and Students)	FFA Ag District Funds
2/25-26/20 (Tue-Wed)	State FFA Proficiency Scoring Galt, CA (Out of District, teachers and students)	FFA ROP/CTE
3/6-7/20 (Fri-Sat)	UC Davis Field Day Davis, CA (Out of district, overnight teachers and students)	FFA Students
3/12/20 (Thur)	FFA Sectional Parli-Pro Contest & Co-op Ripon, CA (Out of district, teachers and students)	FFA ROP/CTE
3/19/20 (Thur)	Field Trip UCDAVIS, Davis, CA (Out of district, teachers and students)	ROP/CTE Ag District Funds
3/10/20 (Tue)	FFA State Degree Ceremony Delta College Stockton, CA (Out of district, teachers and students)	FFA Students



<u>Date</u>	<u>Function</u>	<u>Funding</u>
2/28-29/20 (Fri-Sat)	Chico State Field Day Chico, CA (Out of district, overnighiter, teachers, and students)	FFA Students
3/14/20 (Sat)	Merced Field Day Merced, CA (Out of district, teachers and students)	FFA Students
3/14/20 (Sat)	Great Western judging contest Tulare, CA (Out of district, teachers and students)	FFA Students
3/27/20 (Fri)	Central Reg. FFA Speech Finals MJC Modesto, CA (Out of District, teachers and students)	FFA ROP/CTE
3/21/20 (Sat)	Modesto JC Field Day Modesto, CA (Out of district, teachers and students)	FFA Students
3/20/20 (Fri)	Regional Parli-Pro Contest MJC Modesto, CA (Out of district, teachers and students)	FFA ROP/CTE
3/19/20 (Thur)	AG Day 2018 Sacramento, CA (Out of district, teachers and students)	FFA ROP/CTE
4/3/20 (Fri)	UC Davis Veterinary Medicine Ed. Day Davis, CA (Out of district, teachers and students)	FFA ROP
4/4/20 (Sat)	Plymouth Steer Show Plymouth, CA (Out of district, teachers and students)	FFA
4/4/20 (Sat)	Reedley Field Day Reedley, CA (Out of district, teachers, and students)	FFA

<u>Date</u>	<u>Function</u>	<u>Funding</u>
4/4/20 (Sat)	Consumnes River College Field Day Consumnes River, CA (Out of district, teachers and students)	FFA
4/8/20 (Wed)	Cuesta "AG Fair Mountain House, CA (Out of District, teachers and students)	FFA Students
4/18/20 (Sat)	Fresno Field Day Fresno, CA (Out of district, overnight teachers and students)	FFA
4/22-28/20 (Wed-Tue)	FFA State Leadership Conference Anaheim CA (Out of district, overnight, teachers and students)	FFA Students ROP/CTE FFA Foundation
5/7/20 (Thur)	FFA End of Year Banquet Tracy, CA (Students, teachers and parents)	FFA FFA Foundation
5/1-3/20 (Fri – Sun)	FFA State Finals San Luis Obispo, CA (Out of district, overnight, teachers & students)	FFA Students FFA Foundation
5/6/20 (Wed)	Delta-Cal Sectional Meeting/FFA Officer Election Delta College Stockton, CA (Out of district, teachers and students)	FFA
5/19/20 (Tue)	FFA/American Farmer Contest/Regional Galt, CA (Out of district, teachers and students)	FFA Ag District Funds
5/28/20 (Thur)	FFA Point Awards Trip Great America or Marine World (Out of district, teachers and students)	FFA FFA Foundation
6/18/19/20 (Thur-Fri)	FFA Officer Leadership Retreat Location -TBD (Out of District, overnight, teachers and students)	FFA FFFoundation

<u>Date</u>	<u>Function</u>	<u>Funding</u>
6/13-21/20 (Sat-Sun)	AG Fest/S.J. County Fair Stockton, CA (Out of District, teachers and students)	FFA FFA Foundation
6/22-25/20 (Sun-Thurs)	Calif. Ag. Teachers State Conference San Luis Obispo, CA (Out of District, overnight, teachers only)	Ag District Funds ROP/CTE

**\*\* It is IMPORTANT to note that we will more than likely be traveling to other FFA and CATA events and activities not listed above, as there is not information available at this time.**

**\*\*\*Due to the Sectional, Regional and State CATA committees, these dates may change.**



# HUMAN RESOURCES MEMORANDUM

**TO:** Dr. Brian Stephens, Superintendent  
**FROM:** Tammy Jalique, Associate Superintendent for Human Resources  
**DATE:** May 30, 2019  
**SUBJECT:** Accept Resignations/Retirements/Leave of Absence for Classified, Certificated, and/or Management Employment

## BACKGROUND:

## MANAGEMENT/CLASSIFIED CONFIDENTIAL RESIGNATION

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
Bancroft, Shannon Assistant Principal	West High	6/30/19	Accepted Assistant Principal Position at George Kelly
Campbell, Brandy Director of Food Service	DEC/ Food Service	6/30/19	Personal
Jimenez, Jose Assistant Principal	West High	6/30/19	Accepted Principal position at North
Lee, Annabelle	George Kelly	6/30/19	Accepted Assistant Principal position at Kimball High School
Mann, Jessica Assistant Principal	Williams	6/3/2019	Personal

## BACKGROUND:

## CERTIFICATED RESIGNATION

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
Ahlberg, Lindsay 5 <sup>th</sup> grade	Art Freiler	5/24/19	Personal
Hawkins, Susan 5 <sup>th</sup> grade	North School	6/30/19	Accepted Assistant Principal Position at North School

**BACKGROUND:****NAME/TITLE**

Ewen, Rose Marie  
Special Education RSP

**CERTIFICATED RETIREMENT****SITE**

South/West Park

**EFFECTIVE  
DATE**

5/24/19

**BACKGROUND:****NAME/TITLE**

Alfaro, Cynthia  
Parent Liaison

Alvarado, Salvador Jr.  
Utility Person III

Anderson, Maiga  
Para Educator I

Colacicco, Pamela  
Special Ed Para Educator I

Crawford, Diane  
Special Ed Para Educator I

Davis, Shannon  
School Supervision Assistant

De Bravo, Llanet  
Food Service Worker

Goldberg, Lori  
Food Service Worker

Gomez-Zamora, Mario Alberto  
Special Ed Para Educator I

Herrera-Pena, Carolina  
Special Ed Para Educator I

McCurdy, Erin

**CLASSIFIED RESIGNATION****SITE**

Bohn/Central/  
Hirsch

MOT/THS

MVMS

Jacobson

Bohn

Art Freiler

Villalovoz

West High

George Kelly

MVMS

**EFFECTIVE  
DATE**

05/25/2019

05/27/2019

05/25/2019

05/25/2019

08/04/2019

08/04/2019

08/04/2019

08/04/2019

05/25/2019

05/25/2019

**REASON**

Personal

Accepted Utility  
Person III position  
at North School

Personal

Personal

Accepted a 6.5 hour  
Special Ed Para  
position at Bohn

Accepted Para  
Educator I position  
at Freiler

Accepted FSW  
position at North

Accepted FSW  
position at Central

Personal

Personal

Accepted 6 hour FSW

Food Service Worker	West High	08/04/2019	position at WHS
Mears, Pamela Para Educator I and School Supervision Assistant	Bohn	08/04/2019	Accepted 6.5 hour Special Ed position at Bohn
Murzi, Celina Special Ed Para Educator I	North School	06/07/2019	Personal
Szlendak, Brittany School Supervision Assistant	Poet Christian	05/25/2019	Personal
Talaugon, Randi School Supervision Assistant	George Kelly	05/25/2019	Personal
Torres-Melton, Linda School Supervision Assistant	Art Freiler	08/04/2019	Accepted Para Educator I position at Freiler
Wichman, Casey Para Educator I	North School	06/30/2019	Accepted a teaching position at WMS

**BACKGROUND:**

**CLASSIFIED RETIREMENT**

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>
Faria, Alvarino (Al) High School Custodial Supervisor/Maintenance Mechanic	THS	08/31/2019
Rockey, Barbara Para Educator I	Stein	05/31/2019

**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:** Dr. Brian Stephens, Superintendent  
**FROM:** Tammy Jalique, Associate Superintendent for Human Resources  
**DATE:** May 29, 2019  
**SUBJECT:** Approve Classified, Certificated, and/or Management Employment

## BACKGROUND:

Bancroft, Shannon

Lee, Annabelle

Nasello, Catherine

## MANAGEMENT/CLASSIFIED CONFIDENTIAL

Assistant Principal (Replacement)  
George Kelly Elementary School  
LME, Class 51, Step E \$120,351.00  
Funding: General Fund

Assistant Principal  
Kimball High School  
LME, Class 54, Step C \$122,023.00  
Funding: General Fund

Principal  
Hirsch Elementary  
LME, Class 54, Step C \$118,592.00  
Funding: General Fund

## BACKGROUND:

Heffelfinger, Lisa Marie

Gianelli, Denise

Smith, Holly

Spear, Janna

## CERTIFICATED

Mathematics  
Kimball High School  
Class I, Step I, "A" \$50,570.00  
Funding: General Fund

5<sup>th</sup> grade (Replacement)  
South/West Park School  
Class VI, Step 12, "B" \$82,594.00  
Funding: General Fund

Agriculture Science (Replacement)  
West High School  
Class III, Step 3, "B" \$54,786.00  
Funding: General Fund

Special Education RSP (New Position)  
78 Kimball High School

Class I, Step I, "A" \$50,570.00  
Funding: Restricted Fund

Wichman, Casey

Physical Education (.60 FTE Replacement)  
Williams Middle School  
Class I, Step I, "A" \$30,342.00  
Funding: General Fund

**BACKGROUND:**

**CLASSIFIED**

Alvarado Jr., Salvador

Utility Person III (New)  
Transportation/North School  
Range 36, Step A - \$19.91 per hour  
8 hours per day  
Funding: General Fund – 50% and  
Special Education – 50%

Crawford, Diane

Special Education Para Educator I  
(Replacement)  
Bohn Elementary School  
Range 24, Step E - \$18.13 per hour  
6.5 hours per day  
Funding: Special Ed IDEA

Davis, Shannon

Para Educator I (Replacement)  
Art Freiler School  
Range 24, Step C - \$16.53 per hour  
6 hours per day  
Funding: General Fund

De Bravo, Llanet

Food Service Worker (Replacement)  
North School  
Range 22, Step A - \$14.38 per hour  
3 hours per day  
Funding: Child Nutrition – School Program

Goldberg, Lori

Food Service Worker (Replacement)  
Central Elementary School  
Range 22, Step E - \$17.31 per hour  
2.5 hours per day  
Funding: Child Nutrition – School Program

Good, Jessica

Food Service Worker (Replacement)  
Stein Continuation High School  
Range 22, Step C - \$15.77 per hour  
3 hours per day  
Funding: Child Nutrition – School Program

Hammudi, Lubna

Special Education Para Educator I  
(Replacement)  
Stein Continuation High School  
Range 24, Step A - \$15.07 per hour  
7 1/2 hours per day



McCurdy, Erin	Funding: Special Education Food Service Worker (Replacement) West High School Range 22, Step B - \$15.07 per hour 6 hours per day Funding: Child Nutrition – School Program
Mears, Pamela	Special Education Para Educator I (Replacement) Bohn Elementary School Range 24, Step E - \$18.13 per hour 6.5 hours per day Funding: Special Education
Navarro, Lisa	Adult School Paraprofessional (New) Adult School Range 24, Step A - \$15.07 per hour 6 hours per day/4 days per week Funding: Adult Education
Tomlinson, Suzette	Account Clerk (Replacement) Finance Department Range 35, Step C - \$21.36 per hour 8 hours per day Funding: General Fund
Torres-Melton, Linda	Para Educator I (Replacement) Art Freiler School Range 24, Step E - \$18.13 per hour 6 hours per day Funding: General Fund

**BACKGROUND:**

Barber, Michael

**COACHES**

Football – Head Frosh  
Kimball High School  
Stipend: \$5,474.20

Heinen, Casey

Water Polo – Head Girls’  
Kimball High School  
Stipend: \$5,860.67

Langley, Anne

Basketball – Girls’ Soph  
West High School  
Stipend: \$4,690.66

Wells, John

Basketball – Soph Boys’  
Kimball High School  
Stipend: \$4,690.66

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

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



# HUMAN RESOURCES MEMORANDUM

**TO:** Dr. Brian Stephens, Superintendent  
**FROM:** Tammy Jalique, Associate Superintendent for Human Resources  
**DATE:** May 31, 2019  
**SUBJECT:** **Approve Employment of 2019 Summer School Staff**

**BACKGROUND:** Applications for summer school were received from staff, and interviews were conducted for the 2019 summer school session. Assignments for the 2019 summer school session were made as shown on the attached pages. Additional staff will be added as needed and as selections are made.

This agenda item meets District Strategic Goal 1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or career goals and Goal 2: Hire, support, develop, train, and sustain district employees who create a singleness of purpose focused on maximizing students' academic, social, and emotional potential.

**FUNDING:** Summer School Funding.

**RECOMMENDATION:** Approve Employment of 2019 Summer School Staff.

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

# 2019 Summer School Staff

Last	First	Position	Summer School Site	Approximate Total Salary
Adams	Rebecca	School Supervision Assistant	Williams	\$323.61
Aguilar	Maria Carmen	Food Service Worker	West High School	\$576.60
Albano	Justin	Special Education 4 <sup>th</sup> – 5 <sup>th</sup> Grade Teacher	Williams	\$4,569.18
Alfaro	Carmen	Para Educator	Villalovoz	\$1,735.65
Alvaro	Sherri	Para Educator	Tracy High School	\$1,071.95
Ap'e	Michelle	Para Educator	Williams	\$2,336.40
Arce	Sandra	Para Educator	Villalovoz	\$917.40
Arroyo	Silvia	Kindergarten Bridge Program Teacher	Villalovoz	\$1,740.64
Asami	Eric	Biology Teacher	Williams	\$5,221.92
Atwal	Pardeep	Para Educator	Villalovoz	\$1,735.65
Avila	Dana	Cyber High Teacher	Williams	\$5,221.92
Backster	Julie	High School Bridge Program Teacher	West High School	\$1,740.64
Baker	Charlene	Title I Project-Based and Literacy – 3rd Grade Teacher	Villalovoz	\$4,351.60
Bangayan	Cecilia	Special Education 2 <sup>nd</sup> – 3 <sup>rd</sup> Grade Teacher	Villalovoz	\$3,481.28
Bathija	Komal	Para Educator	Villalovoz	\$1,903.65
Behnam	Arash (Scott)	High School Bridge Program Teacher	West High School	\$1,740.64
Benavidez	Janice	Para Educator	West High School	\$634.55
Bermodes	Jennene	High School Bridge Program Teacher	Kimball High School	\$1,740.64
Boehmer	Carla	Cyber High Teacher	Williams	\$5,221.92
Broussard	Adrienne	Para Educator	Kimball High School	\$1,021.90
Buksh	Shahieda	Para Educator	Williams	\$1,950.90
Byer	Linda	Food Service Worker	Williams	\$2,189.83
Cameron	Cristi	Title I Project-Based and Literacy - Kindergarten Teacher	Villalovoz	\$4,569.18
Cameron	Kristine	Special Education Pre K Teacher	Villalovoz	\$4,569.18
Cammons	Christine	Para Educator	Williams	\$2,229.60
Carlson	Sarah	Title I Project Based and Literacy – Kindergarten Teacher	Villalovoz	\$4,569.18
Carmen	Lisa	Title I Project Based and Literacy – 2 <sup>nd</sup> Grade Teacher	Villalovoz	\$2,175.80
Castro-Crawford	Virginia	Para Educator	Williams	\$1,808.40
Cebreros	Gabriela	Para Educator	Williams	\$1,950.90
Chitwood	Cameron	High School Bridge Program Teacher	Tracy High School	\$1,740.64
Clark	Suzanne	Food Service Worker	Tracy High School	\$495.90
Cordisco	Monica	Title I Project-Based and Literacy - 6th Grade Teacher	Williams	\$4,569.18
Dander	Liane	Para Educator	Williams	\$2,229.60
DeBravo	LLanet	Food Service Worker	North	\$1,635.90
Demarest	Christina	Kindergarten Bridge Program Teacher	Villalovoz	\$1,740.64
Dhanaraj	Jane	Special Education 4 <sup>th</sup> – 5 <sup>th</sup> Grade Teacher	Williams	\$4,569.18
Dituri	Donna	ILC Teacher	Tracy Adult School	\$5,221.92
Eddy	John	High School Bridge Program Teacher	Kimball High School	\$1,740.64
Fauth	Sheri	Special Education K-2 Grade Teacher	Villalovoz	\$4,569.18
Foxworth	Dave	Title I Project-Based and Literacy - 1st Grade Teacher	Villalovoz	\$4,569.18

Last	First	Position	Summer School Site	Approximate Total Salary
Frings	Laura	Title I Project Based and Literacy – 2 <sup>nd</sup> Grade Teacher	Villalovoz	\$4,569.18
Garcia	Gina	Para Educator	Villalovoz	\$1,735.65
Garcia	Kellie	Special Education 2 <sup>nd</sup> – 3 <sup>rd</sup> Grade Teacher	Villalovoz	\$1,087.90
Garcia	Leslie	Title I Project-Based and Literacy - 2nd Grade Teacher	Villalovoz	\$2,393.38
Gee	Jean	Para Educator	Williams	\$2,229.60
Golden	Michele	Food Service Worker	Kimball High School	\$495.90
Golfo	JoAnn	Special Education 2 <sup>nd</sup> – 3 <sup>rd</sup> Grade Teacher	Villalovoz	\$4,569.18
Goreham	Don	Title I Project-Based and Literacy – 3rd Grade Teacher	Villalovoz	\$4,569.18
Greer	Cindy	Title I Project-Based and Literacy - 5th Grade Teacher	Williams	\$4,569.18
Guerrero	Diane	Para Educator	Williams	\$1,999.20
Hagerty	Siobhan	Special Education Pre K Teacher	Villalovoz	\$4,569.18
Harvey	Maristela	Para Educator	Villalovoz	\$1,903.65
Hensley	Alfreda	Para Educator	Williams	\$1,999.20
Hensley	Nancy	Summer School Elementary Attendance Clerk	Villalovoz	\$2,467.08
Howell	Dennis (Rusty)	Cyber High Teacher	Williams	\$5,221.92
Hundal	Ajinderjit	Cyber High Teacher	Williams	\$5,221.92
James	Theresa	Cyber High Teacher	Williams	\$5,221.92
James	Robert	Cyber High Teacher	Williams	\$5,221.92
Jimenez	Jose	Principal - High School Summer Bridge Program - WHS	West High School	\$3,600.00
Johnson	Susan	Para Educator	Williams	\$1,655.85
Johnston	Cherie	Title I Project-Based and Literacy - 5th Grade Teacher	Williams	\$4,569.18
Jorgenson	Tandi	Para Educator	Williams	\$1,735.65
Kalathil	Baljit	Para Educator	Williams	\$1,655.85
Kalia	Meenakshi	Para Educator	Tracy High School	\$997.15
Kaur	Gursimran	Para Educator	Williams	\$1,983.60
Keller	Benjamin	Principal - High School Summer Bridge Program - KHS	Kimball High School	\$3,600.00
Kim	Susie	Cyber High Teacher	Williams	\$5,221.92
King	Jennifer	Special Education 7 <sup>th</sup> – 8 <sup>th</sup> Grade Teacher	Williams	\$4,569.18
Knoernschild	Geraldine	Food Service Worker	Tracy Adult School	\$1,254.42
Laurella	Teresa	Para Educator	West High School	\$997.15
Lee	MaySue	Title I Project-Based and Literacy – 1st Grade Teacher	Villalovoz	\$2,393.38
Leiske	Leeya	Food Service Worker	Villalovoz	\$1,150.40
Marquez	Sandra	Title I Project-Based and Literacy - 4th Grade Teacher	Williams	\$2,175.80
Martin	Mauricio	Principal - High School Summer Bridge Program - THS	Tracy High School	\$3,600.00
Martin	Mona	School Supervision Assistant	Villalovoz	\$354.69
Matasol	Cintha	Food Service Worker	Williams	\$1,906.47
Mathis	Tricia	Food Service Worker	Williams	\$1,906.47
Matthews	Betty	Special Education 7 <sup>th</sup> – 8 <sup>th</sup> Grade Teacher	Williams	\$4,569.18
McCurdy	Erin	Food Service Worker	Williams	\$3,882.80
McMahon	Shannon	Cyber High Teacher	Williams	\$5,221.92
Mendez	Anamarie	Title I Project-Based and Literacy 4 <sup>th</sup> Grade Teacher	Williams	\$4,569.18
Mendez	Lisa	Title I Project-Based and Literacy - 6th Grade Teacher	Williams	\$4,569.18

Last	First	Position	Summer School Site	Approximate Total Salary
Mendoza	Maria	Para Educator	Kimball High School	\$1,021.90
Mireles-Jacinto	Brenda	Special Education 4 <sup>th</sup> - 5 <sup>th</sup> Grade Teacher	Williams	\$2,393.38
Mitchell	Traci	Summer School High School Principal	Williams	\$7,700.00
Morales	Lupita	Para Educator	Williams	\$1,903.65
Morelos	Marisol	Para Educator	Villalovoz	\$797.72
Morelos-Bedolla	Maricela	Kindergarten Bridge Program Teacher	Villalovoz	\$1,740.64
Morgan	Shadee	Title I Project-Based and Literacy – 1st Grade Teacher	Villalovoz	\$2,175.80
Muzzi	Rosa	Para Educator	Williams	\$2,046.45
Navarro	Miriam	Summer School High School Attendance Clerk	Williams	\$2,760.24
Nelson	Jennifer	Para Educator	Villalovoz	\$1,582.35
Nunn	Justin	High School Bridge Program Teacher	Tracy High School	\$1,740.64
O'Leary	Jennifer	Title I Project-Based and Literacy – Kindergarten Teacher	Villalovoz	\$4,569.18
Orihuela	Lizbeth	Para Educator	Villalovoz	\$797.72
Osourn	Deborah	Para Educator	Villalovoz	\$2,046.45
Pacheco	Diane	Para Educator	Williams	\$2,175.60
Pante	Fordeliza	Para Educator	West High School	\$952.05
Pasquale	Loretta	Para Educator	Villalovoz	\$1,950.90
Patrick	Kelle	Summer School Elementary Principal	Villalovoz	\$6,500.00
Peltz	Theresa	Cyber High Teacher	Williams	\$5,221.92
Pemberton	Christine	Para Educator	Villalovoz	\$2,189.25
Perez	Jaime	Cyber High Teacher	Williams	\$5,221.92
Philpott-Cefalu	Jamie	Para Educator and Bus Aide	Villalovoz	\$1,999.20
Pina	Catalina	High School Bridge Program Teacher	West High School	\$1,740.64
Plares	Selia	Food Service Worker	Villalovoz	\$1,419.20
Putt	Angela	Special Education 6 <sup>th</sup> – 7 <sup>th</sup> Grade Teacher	Williams	\$4,569.18
Ramini	Soujanya	Para Educator	Williams	\$1,851.60
Ramirez-Osorio	Rosa	Food Service Worker	McKinley	\$2,483.60
Rheinor	Miriam	Para Educator	Williams	\$1,950.90
Robledo	Lisa	Para Educator	Williams	\$2,229.60
Rodrigues	Leah	Para Educator	Villalovoz	\$1,582.35
Rodriguez	Deisy	Food Service Worker	West High School	\$562.60
Rodriguez	Jamilee	Para Educator	Villalovoz	\$834.68
Rosales	San Juana	Special Education 6 <sup>th</sup> – 7 <sup>th</sup> Grade Teacher	Williams	\$4,569.18
Rucker	Tandi	Title I Project-Based and Literacy - 7th Grade Teacher	Williams	\$4,351.60
Ryan	Brittani	Title I Project-Based and Literacy - 7th Grade Teacher	Williams	\$4,569.18
Sanchez	Denise	Title I Project-Based and Literacy - 4th Grade Teacher	Williams	\$4,569.18
Sanchez	Elena	Para Educator	Villalovoz	\$1,903.65
Sandoval	Nico	High School Bridge Program Teacher	West High School	\$1,740.64
Sankus	Mark	Cyber High Teacher	Williams	\$5,221.92
Spikes	Danielle	Food Service Worker	Williams	\$4,283.30
Stiles	Wesley	ILC Teacher	Tracy Adult School	\$5,221.92
Strohn	Megan	Title I Project-Based and Literacy – 1 <sup>st</sup> Grade Teacher	Villalovoz	\$4,569.18

Last	First	Position	Summer School Site	Approximate Total Salary
Thakur	Sulakshana	Para Educator	Williams	\$1,903.65
Thompson	Amy	Summer School Counselor – High School Program	Williams	\$1,638.00
Toon	Christine	Special Education Credit Recovery Teacher	Williams	\$5,221.92
Towkaniuk	Damio	Cyber High Teacher	Williams	\$5,221.92
Vallotton	Wayne (Dave)	TYAP Teacher	Williams	\$5,221.92
Vallotton	Amy	TYAP Teacher	Williams	\$5,221.92
Vatran	Kristyn	Special Education Pre K Teacher	Villalovoz	\$4,569.18
Vik	Shelby	Kindergarten Bridge Program Teacher	Villalovoz	\$1,740.64
Vik	Marlene	Para Educator	West High School	1,021.90
Villasenor	Maria	Title I Project-Based and Literacy – 4th Grade Teacher	Williams	\$2,393.38
Wall	Timothy	Cyber High Teacher	Williams	\$5,221.92
Wasurick	Ryan	High School Bridge Program Teacher	Tracy High School	\$1,740.64
Webb	Justine	Title I Project-Based and Literacy – 5th Grade Teacher	Williams	\$4,569.18
Wheeler	Rebecca	Title I Project-Based and Literacy - 2nd Grade Teacher	Villalovoz	\$4,569.18
Wichman	Steven	Special Education Credit Recovery Teacher	Williams	\$5,221.92
Wiens	Ellen	ILC Teacher	Tracy Adult School	\$5,221.92
Worden	Angela	Special Education K-2 Teacher	Villalovoz	\$4,569.18
Yang	Jason	High School Bridge Program Teacher	Kimball High School	\$1,740.64
Zuniga	Tanya	Para Educator	Williams	\$1,999.20



# BUSINESS SERVICES MEMORANDUM

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**TO:** Dr. Brian Stephens, Superintendent  
**FROM:** Dr. Casey Goodall, Associate Superintendent for Business  
**DATE:** May 22, 2019  
**SUBJECT:** Acknowledge Receipt of Administrative Regulation 1330.1 Community Rental of School District Facilities (First Reading)

**BACKGROUND:** Based on years of interactions with multiple outside users procedures have been added in response to issues as they have been identified, Tracy Unified School District has developed a comprehensive administrative regulation governing rental of school facilities. Because the document has slowly grown in response to specific issues, the document became contained duplications and inconsistencies and was disorganized. In response to those duplications and inconsistencies, major revisions were made to the administrative regulation under the guidance from the district's attorney. Those revisions were approved at the beginning of the 2018-19 school year.

**RATIONALE:** The need for additional revisions were identified during the course of the 2018-19 school year. Recommended deletions are stricken through. Recommended additions are printed in red. The revisions also include a recommended 5% increase in personnel related fees to reflect a two-year negotiated increase in employee costs.

**FUNDING:** This policy and administrative regulation will have no impact on funding.

**RECOMMENDATION:** Acknowledge Receipt of Administrative Regulation 1330.1 Community Rental of School District Facilities (First Reading).

**Prepared by:** Dr. Casey Goodall, Associate Superintendent of Business Services





# BUSINESS SERVICES MEMORANDUM

**TO:** Dr. Brian Stephens, Superintendent  
**FROM:** Brandy Campbell, Director of Food Services  
**DATE:** May 22, 2019  
**SUBJECT:** Adopt Revised Board Policy (BP) and Administrative Regulation (AR) 5030 Student Wellness (First Reading)

**BACKGROUND:** The Healthy Hunger Free Kids Act of 2010 requires that school districts participating in the National School Lunch Program adopt a Local School Wellness Policy (LSWP) that is assessed and updated at least every three years. Tracy Unified School District revised and adopted the current wellness policy in June 2017. To ensure compliance with the requirement, the LSWP is part of the School Nutrition Program (SNP) Administrative Review conducted by the California Department of Education.

**RATIONALE:** During the SNP review, the auditor noted required changes in order to comply with federal regulations. The revised BP, AR, and Wellness Goals reflect the necessary changes.

**FUNDING:** There is no funding obligation associated with this policy.

**RECOMMENDATION:** Adopt Revised Board Policy and Administrative Regulation 5030 Student Wellness (First Reading).

**Prepared by:** Brandy Campbell, Director of Food Services.



### Student Wellness

The Governing Board recognizes the link between student health and learning and desires to provide a comprehensive program promoting healthy eating and physical activity for district students. The Superintendent or designee shall coordinate and align district efforts to support student wellness through health education, physical education and activity, health services, nutrition services, psychological and counseling services, and a safe and healthy school environment. In addition, the Superintendent or designee shall develop strategies for promoting staff wellness and for involving parents/guardians and the community in reinforcing students' understanding and appreciation of the importance of a healthy lifestyle.

#### **TUSD Wellness Committee**

The Superintendent or designee shall encourage parents/guardians, students, food service employees, physical education teachers, school health professionals, Board members, school administrators, and members of the public to participate in the development, implementation, and periodic review and update of the district's student wellness policy. (42 USC 1758b; 7 CFR 210.30)

To fulfill this requirement, the Superintendent or designee may appoint members of the TUSD Wellness Committee and a Wellness Committee Coordinator. The Committee may include representatives of the groups listed above, as well as health educators, curriculum directors, counselors, before- and after-school program staff, health practitioners, and/or others interested in school health issues.

The Superintendent or designee may make available to the public and school community a list of the names, position titles, and contact information of the Wellness Committee members.

The Wellness Committee shall advise the district on health-related issues, activities, policies, and programs. At the discretion of the Superintendent or designee, the duties of the Committee may also include the planning, implementation, and evaluation of activities to promote health within the school or community.

#### **Goals for Nutrition, Physical Activity, and Other Wellness Activities**

The Board shall adopt specific goals for nutrition promotion and education, physical activity, and other school-based activities that promote student wellness. In developing such goals, the Board shall review and consider evidence-based strategies and techniques. (42 USC 1758b; 7 CFR 210.30)

The district's nutrition education and physical education programs shall be based on research, shall be consistent with the expectations established in the state's curriculum frameworks and content standards, and shall be designed to build the skills and knowledge that all students need to maintain a healthy lifestyle.

The nutrition education program shall include, but is not limited to, information about the benefits of healthy eating for learning, disease prevention, weight management, and oral health. Nutrition education shall be provided as part of the health education program and, as appropriate, shall be integrated into other academic subjects in the regular educational program, before- and

after-school programs, summer learning programs, and school garden programs.

All students shall be provided opportunities to be physically active on a regular basis. Opportunities for moderate to vigorous physical activity shall be provided through physical education and recess and may also be provided through school athletic programs, extracurricular programs, before- and after-school programs, summer learning programs, programs encouraging students to walk or bicycle to and from school, in-class physical activity breaks, and other structured and unstructured activities.

The Board may enter into a joint use agreement or memorandum of understanding to make district facilities or grounds available for recreational or sports activities outside the school day and/or to use community facilities to expand students' access to opportunity for physical activity.

Professional development may be regularly offered to the nutrition program director, managers, and staff, as well as health education teachers, physical education teachers, coaches, activity supervisors, and other staff as appropriate to enhance their knowledge and skills related to student health and wellness.

In order to ensure that students have access to comprehensive health services, the district may provide access to health services at or near district schools and/or may provide referrals to community resources.

The Board recognizes that a safe, positive school environment is also conducive to students' physical and mental health and thus prohibits bullying and harassment of all students, including bullying on the basis of weight or health condition.

The Superintendent or designee shall encourage staff to serve as positive role models for healthy eating and physical fitness. The Superintendent or designee may also promote work-site wellness programs and may provide opportunities for regular physical activity among employees.

#### **Nutrition Guidelines for All Foods Available at School**

For all foods and beverages available on each campus during the school day, the district shall adopt nutrition guidelines which are consistent with 42 USC 1758, 1766, 1773, and 1779 and federal regulations and which support the objectives of promoting student health and reducing childhood obesity. (42 USC 1758b)

In order to maximize the district's ability to provide nutritious meals and snacks, all district schools shall participate in available federal school nutrition programs, including the National School Lunch and School Breakfast Programs and after-school snack programs, to the extent possible. When approved by the California Department of Education, the district may sponsor a summer meal program.

The Superintendent or designee shall provide access to free, potable water in the food service area during meal times in accordance with Education Code 38086 and 42 USC 1758, and shall encourage students' consumption of water by educating them about the health benefits of water and by serving water in an appealing manner.

The Board believes that all foods and beverages sold to students at district schools, including those available outside the district's reimbursable food services program, should support the health curriculum and promote optimal health. Nutrition standards adopted by the district for foods and beverages provided through student stores, ~~except those developed specifically as academic or curricular programs and not considered a student organization~~, vending machines, or other venues shall meet or exceed state and federal nutrition standards.

The Superintendent or designee shall encourage school organizations to use healthy food items or non-food items for fundraising purposes.

The Superintendent or designee shall also encourage school staff to avoid the use of non-nutritious foods as a reward for students' academic performance, accomplishments, or classroom behavior.

School staff shall encourage parents/guardians or other volunteers to support the district's nutrition education program by considering nutritional quality when selecting any snacks which they may donate for occasional class parties. Class parties or celebrations shall be held after the lunch period when possible. Homemade foods are not to be sold or provided to TUSD students at TUSD schools or school sponsored activities.

To reinforce the district's nutrition education program, the Board prohibits the marketing and advertising of foods and beverages that do not meet nutrition standards for the sale of foods and beverages on campus during the school day. (7 CFR 210.30)

### **Program Implementation and Evaluation**

The Superintendent designates the individual(s) identified below as the individual(s) responsible for ensuring that each school site complies with the district's wellness policy. (42 USC 1758b; 7 CFR 210.30)

The Associate Superintendent of Educational Services is designated by the Superintendent as the staff member responsible to establish a plan for measuring the implementation of the procedures listed below (42 USC 1758b; 7 CFR 210.30)

The Superintendent or designee shall assess the implementation and effectiveness of this policy at least once every three years. (42 USC 1758b; 7 CFR 210.30)

The assessment shall include the extent to which district schools are in compliance with this policy, the extent to which this policy compares to model wellness policies available from the U.S. Department of Agriculture, and a description of the progress made in attaining the goals of the wellness policy. (42 USC 1758b)

The Superintendent or designee shall invite feedback on district and school wellness activities from food service personnel, school administrators, the wellness council, parents/guardians, students, teachers, before- and after-school program staff, and/or other appropriate persons.

The Board and the Superintendent or designee shall establish indicators that will be used to measure the implementation and effectiveness of the district activities related to student

wellness. Such indicators may include, but are not limited to:

1. Descriptions of the district's nutrition education, physical education, and health education curricula and the extent to which they align with state academic content standards and legal requirements
2. An analysis of the nutritional content of school meals and snacks served in all district programs, based on a sample of menus and production records
3. Student participation rates in all school meal and/or snack programs, including the number of students enrolled in the free and reduced-price meals program compared to the number of students eligible for that program
4. Extent to which foods and beverages sold on campus outside the food services program, such as through vending machines, student stores, or fundraisers, comply with nutrition standards
5. Extent to which other foods and beverages that are available on campus during the school day, such as foods and beverages for classroom parties, school celebrations, and rewards/incentives, comply with nutrition standards
6. Results of the state's physical fitness test at applicable grade levels
7. Number of minutes of physical education offered at each grade span, and the estimated percentage of class time spent in moderate to vigorous physical activity
8. A description of district efforts to provide additional opportunities for physical activity outside of the physical education program
9. A description of other districtwide or school-based wellness activities offered, including the number of sites and/or students participating, as appropriate

As feasible, the assessment report may include a comparison of results across multiple years, a comparison of district data with county, statewide, or national data, and/or a comparison of wellness data with other student outcomes such as academic indicators or student discipline rates.

In addition, the Superintendent or designee shall prepare and maintain the proper documentation and records needed for the administrative review of the district's wellness policy conducted by the California Department of Education (CDE) every three years.

The assessment results of both the district and state evaluations shall be submitted to the Board for the purposes of evaluating policy and practice, recognizing accomplishments, and making policy adjustments as needed to focus district resources and efforts on actions that are most likely to make a positive impact on student health and achievement.

**Notifications**

The Superintendent or designee shall inform the public about the content and implementation of the district's wellness policy and shall make the policy, and any updates to the policy, available

the public on an annual basis. He/she shall also inform the public of the district's progress towards meeting the goals of the wellness policy, including the availability of the triennial district assessment. (Education Code 49432; 42 USC 1758b; 7 CFR 210.30)

Each school may post a summary of nutrition and physical activity laws and regulations prepared by the CDE.

**Records**

The Superintendent or designee shall retain records that document compliance with 7 CFR 210.30, including, but not limited to, the written student wellness policy, documentation of the triennial assessment of the wellness policy for each school site, and documentation demonstrating compliance with the community involvement requirements, including requirements to make the policy and assessment results available to the public. (7 CFR 210.30)

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

33350-33354 CDE responsibilities re: physical education  
38086 Free fresh drinking water  
49430-49434 Pupil Nutrition, Health, and Achievement Act of 2001  
49490-49494 School breakfast and lunch programs  
49500-49505 School meals  
49510-49520 Nutrition  
49530-49536 Child Nutrition Act  
49540-49546 Child care food program  
49547-49548.3 Comprehensive nutrition services  
49550-49562 Meals for needy students  
49565-49565.8 California Fresh Start pilot program  
49570 National School Lunch Act  
51210 Course of study, grades 1-6  
51210.1-51210.2 Physical education, grades 1-6  
51210.4 Nutrition education  
51220 Course of study, grades 7-12  
51222 Physical education  
51223 Physical education, elementary schools  
51795-51798 School instructional gardens  
51880-51921 Comprehensive health education

**CODE OF REGULATIONS, TITLE 5**

15500-15501 Food sales by student organizations  
15510 Mandatory meals for needy students  
15530-15535 Nutrition education  
15550-15565 School lunch and breakfast programs

**UNITED STATES CODE, TITLE 42**

1751-1769j National School Lunch Program, especially:  
1758b Local wellness policy  
1771-1793 Child Nutrition Act, especially:  
1773 School Breakfast Program  
1779 Rules and regulations, Child Nutrition Act

CODE OF FEDERAL REGULATIONS, TITLE 7

210.1-210.33 National School Lunch Program, especially:

210.30 Wellness policy

220.1-220.22 National School Breakfast Program

COURT DECISIONS

Frazer v. Dixon Unified School District, (1993) 18 Cal.App.4th 781

Management Resources:

CSBA PUBLICATIONS

Integrating Physical Activity into the School Day, Governance Brief, April 2016

Increasing Access to Drinking Water in Schools, Policy Brief, April 2013

Monitoring for Success: A Guide for Assessing and Strengthening Student Wellness Policies, rev. 2012

Nutrition Standards for Schools: Implications for Student Wellness, Policy Brief, rev. April 2012

Student Wellness: A Healthy Food and Physical Activity Policy Resource Guide, rev. 2012

Physical Activity and Physical Education in California Schools, Research Brief, April 2010

Building Healthy Communities: A School Leader's Guide to Collaboration and Community Engagement, 2009

Safe Routes to School: Program and Policy Strategies for School Districts, Policy Brief, 2009

Physical Education and California Schools, Policy Brief, rev. October 2007

School-Based Marketing of Foods and Beverages: Policy Implications for School Boards, Policy Brief, March 2006

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Physical Education Framework for California Public Schools, Kindergarten Through Grade Twelve, 2009

Health Framework for California Public Schools, Kindergarten Through Grade Twelve, 2003

CALIFORNIA PROJECT LEAN PUBLICATIONS

Policy in Action: A Guide to Implementing Your Local School Wellness Policy, October 2006

CENTER FOR COLLABORATIVE SOLUTIONS

Changing Lives, Saving Lives: A Step-by-Step Guide to Developing Exemplary Practices in Healthy Eating, Physical Activity and Food Security in Afterschool Programs, January 2015

CENTERS FOR DISEASE CONTROL AND PREVENTION PUBLICATIONS

School Health Index for Physical Activity and Healthy Eating: A Self-Assessment and Planning Guide, rev. 2012

FEDERAL REGISTER

Rules and Regulations, July 29, 2016, Vol. 81, Number 146, pages 50151-50170

NATIONAL ASSOCIATION OF STATE BOARDS OF EDUCATION PUBLICATIONS

Fit, Healthy and Ready to Learn, rev. 2012

U.S. DEPARTMENT OF AGRICULTURE PUBLICATIONS

Dietary Guidelines for Americans, 2016

WEB SITES

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

Action for Healthy Kids: <http://www.actionforhealthykids.org>

Alliance for a Healthier Generation: <http://www.healthiergeneration.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>

California Project LEAN (Leaders Encouraging Activity and Nutrition):

<http://www.californiaprojectlean.org>

California School Nutrition Association: <http://www.calsna.org>

Center for Collaborative Solutions: <http://www.ccscenter.org>

Centers for Disease Control and Prevention: <http://www.cdc.gov>

Dairy Council of California: <http://www.dairycouncilofca.org>

National Alliance for Nutrition and Activity: <http://www.cspinet.org/nutritionpolicy/nana.html>

National Association of State Boards of Education: <http://www.nasbe.org>

School Nutrition Association: <http://www.schoolnutrition.org>

Society for Nutrition Education: <http://www.sne.org>

U.S. Department of Agriculture, Food Nutrition Service, wellness policy:

<http://www.fns.usda.gov/tn/Healthy/wellnesspolicy.html>

U.S. Department of Agriculture, Healthy Meals Resource System:

<http://healthymeals.fns.usda.gov>

### **Non-Discrimination Statement**

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**To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint form, (AD-3027) found online**

**at: [http://www.ascr.usda.gov/complaint\\_filing\\_cust.html](http://www.ascr.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. 20259-940;**

**(2) fax: (202) 690-7442; or (3) email: [program.intake@usda.gov](mailto:program.intake@usda.gov).**

**This institution is an equal opportunity provider**

Adopted: 06.27.17

## Student Wellness

### A. PURPOSE AND SCOPE

The Governing Board recognizes the relationship between student's nutrition and health, and their attendance and ability to learn, and desires to promote healthy schools by supporting wellness, good nutrition and regular physical activity.

### B. GENERAL

In November 2005, the Child Nutrition Re-Authorization Bill was passed and put into Public Law 108-265 requiring school districts to adopt a wellness policy to combat the rising trends of childhood obesity, diabetes and heart disease. Schools contribute to the wellness of children by facilitating learning through the support and promotion of health education, good nutrition, and physical activity. The Wellness policy reaches beyond the meal program and promotes a holistic approach to the well-being of our students and promotes lifelong wellness.

The Assistant Superintendent for Educational Services is designated by the Superintendent as the staff member responsible to establish a plan for measuring the implementation of the procedures listed below.

### C. FORMS USED AND ADDITIONAL REFERENCES

1. Federal, State and Local legal requirements for health education, physical education and the National School Lunch and Breakfast Program
2. District Physical fitness test results
3. Healthy Kids Survey
4. Federal, State, and Local reports regarding student health

### D. PROCEDURE

Inasmuch as the Board promotes long-term goals for maintaining and promoting the health and wellness of its schools, students, staff, and the community, the Assistant Superintendent for Educational Services or her designee shall:

1. Form a School Health/Nutrition Committee which will create, strengthen, develop, implement, monitor, review, and revise school nutrition and physical activity policies.  
The committee will also serve as a resource to other committees and school sites for implementing related policies.
2. Develop nutritional quality standards of foods and beverages sold and served on campuses.
3. Establish guidelines to promote physical activity and appropriate nutrition
4. Ensure that guidelines for reimbursable school meals shall not be less restrictive than regulations and guidance issued by the Secretary of Agriculture.
5. Ensure daily physical activity and physical education opportunities are provided in accordance with state guidelines.
6. Develop a plan for measuring implementation of the school wellness policy.
7. Ensure sales of food comply with the Education Code, the California Code of Regulations and Code of Federal Regulations. (See addendum.)

### Additional Resources

### Local School Wellness Policy



**Student Wellness**

**Guidance for the Development of California School Wellness Policies** (PDF; Outside Source)

California Education Code

**Management Bulletin 06-110**

Note: this document supersedes Attachment I in MB 06-110

California Code of Regulations

**Management Bulletin NSD-SNP-08-2008**

Code of Federal Regulations

**List of Foods of Minimal Nutritional Value** (Outside Source)

**www.ProjectLEAN.org** For competitive foods calculator and ideas on healthy fund raiser activities that do not involve food.

**E. REPORTS REQUIRED**

None

**F. RECORD RETENTION**

None

**G. RESPONSIBLE ADMINISTRATIVE UNIT**

Educational Services

**H. APPROVED BY**

Assistant Superintendent for Business Services

**Non-Discrimination Statement**

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**Student Wellness**

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.ascr.usda.gov/complaint\\_filing\\_cust.html](http://www.ascr.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

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(2) fax: (202) 690-7442; or (3) email: [program.intake@usda.gov](mailto:program.intake@usda.gov).

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**Student Wellness**

**ADDENDUM**

**GUIDELINES TO ENSURE SALES OF FOOD COMPLY WITH  
THE CALIFORNIA EDUCATION CODE, THE CALIFORNIA CODE OF REGULATIONS,  
AND THE CODE OF FEDERAL REGULATIONS**

## Student Wellness

### A. California Summary of Competitive Foods and Beverages

Any food or beverage sold to students outside of a federally reimbursable meal program is considered to compete with those meals, and is referred to as a competitive food or beverage.

There are specific state and federal rules that govern competitive foods and beverages. Please note that not all competitive food scenarios are covered by law or regulations. The following is a summary of the federal and state laws and regulations governing competitive food and beverage sales in California.

### B. Monitoring and Enforcement

*References: Education Code sections 49431(c), 49431.2(d), and 49434*

The California Legislature encourages the governing board of a school district to annually review its compliance with the food and beverage rules.

The California Department of Education monitors School Food Authorities for compliance with the food and beverage rules through its Coordinated Review Effort (CRE). The district shall adopt a corrective action plan agreed upon and signed by the district administration, including the district superintendent.

### C. Local School Wellness Policy Posting

*Reference: Education Code Section 49432*

As of January 1, 2004, school districts shall post the school district's nutrition and physical activity policies, in public view within all school cafeterias or other central eating areas.

### D. Elementary School - Food Restrictions

*References: Education Code sections 49430, 49431, 49431.7, California Code of Regulations sections 15575, 15577, 15578*

**ELEMENTARY SCHOOL-FOOD RESTRICTIONS**

References: *Education Code* sections 49430, 49431, 49431.7; *California Code of Regulations* sections 15575, 15577, 15578; *Code of Federal Regulations* sections 210.11, 220.12

An **elementary school** contains no grade higher than grade 6.  
**Effective** from midnight to one-half hour after the end of the official school day.

**Applies to ALL** foods sold to students by any entity.

**Sold** means the exchange of food for money, coupons, vouchers, or order forms, when any part of the exchange occurs on a school campus.

**Compliant foods**

**Must meet one of the following general food standards:**

- Be a fruit, vegetable, dairy, protein, or whole grain item\* (or have one of these as the first ingredient), or
- Be a combination food containing at least ¼ cup fruit or vegetable.

**AND must meet the following nutrition standards:**

- ≤ 35% calories from fat (except nuts, seeds, reduced-fat cheese or part skim mozzarella, dried fruit and nut/seed combo, fruit, non-fried vegetables, seafood), **and**
- < 10% calories from saturated fat (except nuts, seeds, reduced-fat cheese or part skim mozzarella, dried fruit and nut/seed combo), **and**
- ≤ 35% sugar by weight (except fruit\*\*, non-fried vegetables, dried fruit and nut/seed combo), **and**
- < 0.5 grams trans fat per serving (no exceptions), **and**
- ≤ 200 milligrams sodium per item/container (no exceptions), **and**
- ≤ 200 calories per item/container (no exceptions)

**Paired foods:**

- If exempt food(s) are combined with nonexempt food(s) or added fat/sugar they must meet ALL nutrition standards above.
- If two foods exempt from one or more of the nutrition standards are paired together and sold as a single item, the item must meet for trans fat, sodium, and calories.

\* A whole grain item contains:

- The statement "Diets rich in whole grain foods... and low in total fat... may help reduce the risk of heart disease..." **or**
- A whole grain as the first ingredient, **or**
- A combination of whole grain ingredients comprising at least 51% of the total grain weight (manufacturer must verify), **or**
- At least 51% whole grain by weight.

\*\* Dried blueberries, cranberries, cherries, tropical fruit, chopped dates, or chopped figs that contain added sugar are exempt from fat and sugar standards. Canned fruit in 100% juice only.

**CHECK YOUR DISTRICT'S WELLNESS POLICY FOR STRICTER RULES.**

**Groups or individuals selling foods/beverages to students must keep their own records as proof of compliance.**

**ELEMENTARY SCHOOL-BEVERAGE RESTRICTIONS**

References: *Education Code* Section 49431.5, *California Code of Regulations* Section 15576, *Code of Federal Regulations* sections 210.10, 210.11, 220.8, 220.12

An **elementary school** contains no grade higher than grade 6.

**Effective** from midnight to one-half hour after the end of the official school day.

**Applies to ALL** beverages sold to students by any entity.

**Sold** means the exchange of beverages for money, coupons, vouchers, or order forms, when any part of the exchange occurs on a school campus.

**A compliant beverage must be marketed or labeled as a fruit and/or vegetable juice, milk, non-dairy milk, or water AND meet all criteria under that specific category.**

**Compliant beverages:**

1. Fruit or Vegetable juice:
  - a. ≥ 50% juice **and**
  - b. No added sweeteners
  - c. ≤ 8 fl. oz. serving size
2. Milk:
  - a. Cow's or goat's milk, **and**
  - b. 1% (unflavored), nonfat (flavored, unflavored), **and**
  - c. Contains Vitamins A & D, **and**
  - d. ≥ 25% of the calcium Daily Value per 8 fl. oz., **and**
  - e. ≤ 28 grams of total sugar per 8 fl. oz.
  - f. ≤ 8 fl. oz. serving size
3. Non-dairy milk:
  - a. Nutritionally equivalent to milk (see 7 *CFR* 210.10(d)(3), 220.8(i)(3)) must contain per 8 fl. oz.:
    - ≥ 276 mg calcium
    - ≥ 8 g protein
    - ≥ 500 IU Vit A
    - ≥ 100 IU Vit D
    - ≥ 24 mg magnesium
    - ≥ 222 mg phosphorus
    - ≥ 349 mg potassium
    - ≥ 0.44 mg riboflavin
    - ≥ 1.1 mcg Vit B12, **and**
  - b. ≤ 28 grams of total sugar per 8 fl. oz., **and**
  - c. ≤ 5 grams fat per 8 fl. oz.
  - d. ≤ 8 fl. oz. serving size
4. Water:
  - a. No added sweeteners
  - b. No serving size

All beverages must be caffeine-free (trace amounts are allowable).

**ELEMENTARY SCHOOL-STUDENT ORGANIZATIONS**

Reference: *California Code of Regulations* Section 15500

**Student organization** is defined as a group of students that are NOT associated with the curricula or academics of the school or district.

**Effective** from midnight to one-half hour after the end of the official school day.

Student organization sales must comply with all food and beverage standards AND all of the following:

1. Only one food or beverage item per sale.
2. The food or beverage item must be pre-approved by the governing board of the school district.
3. The sale must occur after the last lunch period has ended.
4. The food or beverage item cannot be prepared on campus.
5. Each school is allowed four sales per year.
6. The food or beverage item cannot be the same item sold in the food service program at that school during the same school day.

**MIDDLE/HIGH SCHOOL-FOOD RESTRICTIONS**

References: *Education Code* sections 49430, 49431.2, 49431.7, *California Code of Regulations* sections 15575, 15577, 15578, *Code of Federal Regulations* sections 210.11, 220.12

A **middle/junior high** contains grades 7 or 8, 7 to 9, 7 to 10.

A **high school** contains any of grades 10 to 12.

**Effective** from midnight to one-half hour after the end of the official school day.

**Applies to ALL** foods sold to students by any entity.

**Sold** means the exchange of food for money, coupons, vouchers, or order forms, when any part of the exchange occurs on a school campus.

**"Snack" foods must meet one of the following general food standards:**

- Be a fruit, vegetable, dairy, protein, or whole grain item\* (or have one of these as the first ingredient), or
- Be a combination food containing at least ¼ cup fruit or vegetable.

**AND must meet the following nutrition standards:**

- ≤ 35% calories from fat (except nuts, seeds, reduced-fat cheese or part skim mozzarella, dried fruit and nut/seed combo, fruit, non-fried vegetables, seafood), and
- < 10% calories from saturated fat (except nuts, seeds, reduced-fat cheese or part skim mozzarella, dried fruit and nut/seed combo), and
- ≤ 35% sugar by weight (except fruit\*\*, non-fried vegetables, dried fruit and nut/seed combo), and
- < 0.5 grams trans fat per serving (no exceptions), and
- ≤ 200 milligrams sodium per item/container (no exceptions), and
- ≤ 200 calories per item/container (no exceptions)

**Paired foods:**

- If exempt food(s) are combined with nonexempt food(s) or added fat/sugar they must meet ALL nutrition standards above.
- If two foods exempt from one or more of the nutrition standards are paired together and sold as a single item, the item must meet for trans fat, sodium, and calories.

**"Entrée" foods must be intended as the main dish and be a:**

- Meat/meat alternate and whole grain rich food, or
- Meat/meat alternate and fruit or non-fried vegetable, or
- Meat/meat alternate alone (cannot be yogurt, cheese, nuts, seeds, or meat snacks = these are considered a "snack" food).

**AND**

A competitive entrée sold by District/School Food Service the day of or the day after it appears on the reimbursable meal program menu must be:

- ≤ 400 calories, and
- ≤ 35% calories from fat
- < 0.5 grams trans fat per serving

A competitive entrée sold by Food Service if NOT on the menu the day of or day after or any other entity (PTA, student organization, etc.) must meet one of the following general food standards:

- Be a fruit, vegetable, dairy, protein, or whole grain item (or have one of these as the first ingredient), or
- Be a combination food containing at least ¼ cup fruit or vegetable

**AND meet the following nutrition standards:**

- ≤ 35% calories from fat, and
- < 10% calories from saturated fat, and
- ≤ 35% sugar by weight, and
- < 0.5 grams trans fat per serving, and
- ≤ 480 milligrams sodium, and
- ≤ 350 calories

\* A whole grain item contains:

- The statement "Diets rich in whole grain foods... and low in total fat... may help reduce the risk of heart disease..." or
- A whole grain as the first ingredient, or
- A combination of whole grain ingredients comprising at least 51% of the total grain weight (manufacturer must verify), or
- At least 51% whole grain by weight.

\*\* Dried blueberries cranberries, cherries, tropical fruit, chopped dates, or chopped figs that contain added sugar are exempt from fat and sugar standards. Canned fruit in 100% juice only.

**CHECK YOUR DISTRICT'S WELLNESS POLICY FOR STRICTER RULES.**

Groups or individuals selling foods/beverages to students must keep their own records as proof of compliance.

**MIDDLE/HIGH SCHOOL-BEVERAGE RESTRICTIONS**

References: *Education Code* Section 49431.5, *California Code of Regulations* Section 15576, *Code of Federal Regulations* sections 210.10, 210.11, 220.8, 220.12

A **middle/junior high** contains grades 7 or 8, 7 to 9, 7 to 10.

A **high school** contains any of grades 10 to 12.

**Effective** from midnight to one-half hour after the end of the official school day.

**Applies to ALL** beverages sold to students by any entity.

**Sold** means the exchange of beverages for money, coupons, vouchers, or order forms, when any part of the exchange occurs on a school campus.

**A compliant beverage must be marketed or labeled as a fruit and/or vegetable juice, milk, non-dairy milk, water, electrolyte replacement beverage/sports drink, or flavored water AND meet all criteria under that specific category.**

**Compliant beverages:**

1. Fruit or Vegetable juice:
  - a. ≥ 50% juice and
  - b. No added sweeteners
  - c. ≤ 12 fl. oz. serving size
2. Milk:
  - a. Cow's or goat's milk, and
  - b. 1% (unflavored), nonfat (flavored, unflavored), and
  - c. Contains Vitamins A & D, and
  - d. ≥ 25% of the calcium Daily Value per 8 fl. oz., and
  - e. ≤ 28 grams of total sugar per 8 fl. oz.
  - f. ≤ 12 fl. oz. serving size
3. Non-dairy milk:
  - a. Nutritionally equivalent to milk (see 7 CFR 210.10(d)(3), 220.8(i)(3)), and
  - b. ≤ 28 grams of total sugar per 8 fl. oz., and
  - c. ≤ 5 grams fat per 8 fl. oz.
  - d. ≤ 12 fl. oz. serving size
4. Water:
  - a. No added sweeteners
  - b. No serving size limit
5. Electrolyte Replacement Beverages (HIGH SCHOOLS ONLY)
  - a. Must be either ≤ 5 calories/8 fl. oz. (no calorie) OR ≤ 40 calories/8 fl. oz. (low calorie)
  - b. Water as first ingredient
  - c. ≤ 16.8 grams added sweetener/8 fl. oz.
  - d. 10-150 mg sodium/8 fl. oz.
  - e. 10-90 mg potassium/8 fl. oz.
  - f. No added caffeine
  - g. ≤ 20 fl. oz. serving size (no calorie) OR ≤ 12 fl. oz. serving size (low calorie)
6. Flavored Water (HIGH SCHOOLS ONLY)
  - a. Must be either ≤ 5 calories/8 fl. oz. (no calorie) OR ≤ 40 calories/8 fl. oz. (low calorie)
  - b. No added sweetener
  - c. No added caffeine
  - d. ≤ 20 fl. oz. serving size (no calorie) OR ≤ 12 fl. oz. serving size (low calorie)

All beverages must be caffeine-free (trace amounts are allowable).

**MIDDLE/HIGH SCHOOL-STUDENT ORGANIZATIONS**

Reference: *California Code of Regulations* Section 15501

**Student organization** is defined as a group of students that are NOT associated with the curricula or academics of the school or district.

**Effective** from midnight to one-half hour after the end of the official school day.

Student organization sales must comply with all food and beverage standards AND all of the following:

1. Up to **three categories** of foods or beverages *may* be sold each day (e.g., chips, sandwiches, juices, etc.).
2. Food or beverage item(s) must be **pre-approved** by the governing board of the school district.
3. Only **one student organization** is allowed to sell each day.
4. Food(s) or beverage(s) **cannot be prepared on campus**.
5. The food or beverage categories sold **cannot** be the same as the categories sold in the food service program at that school during the same school day.
6. In addition to one student organization sale each day, any and all **student organizations** may sell on the same four designated days per year. School administration may set these dates.

## **Tracy Unified School District Student Wellness Goals for 2019-2020**

The purpose of this document is to fulfill the obligation imposed by 42 USC 1758b, 7 CFR 210.30, as added by 81 Federal Regulations 50150, and Tracy Unified School Board Policy 5030, Student Wellness, which require that each school district adopt specific goals for nutrition promotion and education, physical activity, and other school-based activities that promote student wellness. The Tracy Unified School District Student Wellness Goals for the 2019-2020 school year shall include:

### **Nutrition Education and Promotion**

The District's nutrition education programs shall be based on research, consistent with the expectations established in the State's curriculum frameworks and content standards, and designed to build the skills and knowledge that all students need to maintain a healthy lifestyle.

The Board encourages nutrition education as part of the health education program and, as appropriate, shall be integrated into other academic subjects in the regular educational program. Nutrition education may also be offered through before- and after- school programs.

The District will promote healthy food and beverage choices for all students throughout school campuses, as well as encourage participation in school meal programs. The District aims to teach, model, encourage, and support healthy eating by providing nutrition education and engaging in nutrition promotion will aim to:

- Provide students with the knowledge and skills necessary to promote and protect their health;
- Integrate nutrition education into other classroom instruction through subjects such as math, science, language arts, social sciences, and elective subjects;
- Includes enjoyable, developmentally-appropriate, culturally-relevant, and participatory activities, such as cooking demonstrations or lessons, promotions, taste-testing, farm visits, and school gardens;
- Promote fruits, vegetables, whole-grain products, low-fat and fat-free dairy products, and healthy food preparation methods;
- Emphasize caloric balance between food intake and energy expenditure (promotes physical activity/exercise);
- Link with school meal programs, cafeteria nutrition promotion activities, school gardens, farm to school programs, other school foods, and nutrition-related community services;

Essential Healthy Eating Topics in Health Education

- The relationship between healthy eating and personal health and disease prevention
- Food guidance from MyPlate
- Reading and using USDA's food labels
- Eating a variety of foods every day
- Balancing food intake and physical activity
- Eating more fruits, vegetables, and whole grain products
- Choosing foods that are low in fat, saturated fat, and cholesterol and do not contain *trans* fat
- Choosing foods and beverages with little added sugars
- Eating more calcium-rich foods
- Preparing healthy meals and snacks
- Risks of unhealthy weight control practices
- Accepting body size differences
- Food safety
- Importance of water consumption
- Importance of eating breakfast
- Making healthy choices when eating at restaurants
- Eating disorders
- The Dietary Guidelines for Americans
- Reducing sodium intake
- Social influences on healthy eating, including media, family, peers, and culture
- How to find valid information or services related to nutrition and dietary behavior
- How to develop a plan and track progress toward achieving a personal goal to eat healthfully
- Resisting peer pressure related to unhealthy dietary behavior
- Influencing, supporting, or advocating for others' dietary behavior

#### **Physical Activity Goals, Opportunities and Physical Education**

The Board shall adopt standards and goals for physical education and physical activities in a manner that the District determines appropriate. The District's standards and goals for physical education and physical activities shall be based on current research, consistent with the expectations established in the state's curriculum frameworks, in compliance with state and federal laws and regulations and designed to build the skills, physical fitness and knowledge that all students need to maintain health and performance in daily life tasks, leisure activities and effective production at the present or future work place.

#### **Physical Activity Opportunities Before and After School**

All elementary, middle and high schools may offer extracurricular physical activity programs such as walking clubs or intermural programs. All high schools will offer



interscholastic sports programs. Schools will offer a range of activities that meet the needs, interests, and abilities of the students, including males and females, students with disabilities, and students with special health-care needs.

#### **Physical Activity and Punishment**

Teachers and other school and community personnel will not use physical activity (e.g., running laps, pushups) or withhold opportunities for physical activity (e.g., recess, physical education) as punishment.

#### **Use of School Facilities Outside of School Hours**

The Board of Education may enter into a joint use agreement to make district facilities or grounds available for recreational or sports activities outside the school day and/or to use community facilities to expand students' access to opportunity for physical activity. School policies concerning safety will apply at all times.

#### **Competitive Foods and Beverages**

For all foods made available, outside the school nutrition programs, on each campus during the school day, the district shall adopt nutritional guidelines which are consistent with state and federal nutritional standards for competitive foods and beverages (see addendum) and support the objectives of promoting student health and reducing childhood obesity. K-8 schools will follow the elementary food and beverage restrictions.

The Board of Education believes that foods and beverages available to students at district schools should support the health curriculum and promote optimal health. Nutritional standards adopted by the district for all food and beverages sold to students, including foods and beverages provided through the district's food service program, student stores, vending machines, food carts, fundraisers or other venues, shall meet or exceed state and federal nutritional standards.

#### **Rewards**

If food is used as a reward, school staff will consider using healthy options aligned to the wellness policy. No homemade foods are permitted to be sold or provided to TUSD students.

#### **Celebrations**

If food is used as part of a celebration, school staff will consider using healthy options aligned to the wellness policy. No homemade foods are permitted to be sold or provided to TUSD students.

#### **Fundraising Activities**

In order to support children's health and school nutrition—education efforts, the Associate Superintendent for Business Services or designee shall encourage all organizations/groups to conduct fundraising activities that will not involve food or will use only foods or beverages that meet the Smart Snacks in School nutrition federal and state standards. Fundraising events will be scheduled so as not to negatively impact participation in school nutrition programs.

In order to determine adherence to competitive food regulations (Smart Snack rules) the school store and/or school organizations holding a fundraiser will submit the following items to the Associate Superintendent of Business and the Food Service Department:

- List of items or a list already pre-approved by the Board/or otherwise
- Nutrition label for any product to be sold
- Completed calculation template indicating product is compliant. No nutrition labels will be considered without the accompanying completed calculation template indicating compliance.
- Board agenda item including rationale for how this competitive sale will help the school achieve the goals expressed in their site plan.
- The board agenda item will indicate the date and time on which the sale will occur.

No sales may occur prior to board approval.

The district will conduct, at a minimum, three surprise inspections of any student store found to be in violation of Smart Snack rules during which the Principal, the Associate Superintendent, and the Director of Food Services will evaluate whether items being sold are compliant with the Smart Snack rules. Subsequent to the physical walk-through, the inspection team will again review nutritional information for each item on sale during the inspection.

### School Meals

Meals sold through the National School Lunch and Breakfast Programs will be healthy, containing plenty of fruits, vegetables, whole grains, and fat-free and low-fat milk; moderate sodium, low saturated fat, and zero grams *trans*-fat per serving; and meet the nutrition needs of school children within the calorie requirements. The school meal programs aim to improve the diet and health of school children, help mitigate childhood obesity, combat food insecurity, and model healthy eating to support the development of lifelong eating patterns. Food service and cafeteria practices will comply with the Food Service Department's policy and procedure protocol for special dietary needs and the Tracy Unified Food Service Department's Civil Rights Procedures.

All schools within the District participate in USDA child nutrition programs. The District offers meals through the National School Lunch Program (NSLP), the School Breakfast Program (SBP), After School Meals Program and Summer Seamless Feeding Option (SSFO). The District also operates a Breakfast in the Classroom program. All schools

within the District are committed to offering school meals through the NSLP and SBP programs, and other applicable Federal Child Nutrition Programs that:

- Are accessible to students;
- Are appealing and attractive to children;
- Are served in clean and pleasant settings;
- Meet or exceed current nutrition requirements established by local, state, and federal statutes and regulations. (The District offers reimbursable meals that meet the USDA nutrition standards.)
- Promote healthy food and beverage choices using the following Smarter Lunchroom techniques:
  - a. In addition to a colorful salad bar, whole fruit options are displayed in attractive baskets
  - b. Daily fruit options are displayed in a location in the line of sight and reach of students
  - c. Vegetable options have been given creative or descriptive names
  - d. All staff members, especially those serving, have been trained to politely prompt students to select and consume the daily vegetable options with their meal
  - e. Alternative entrée options are showcased on posters within all service and dining areas
  - f. Service area will be expanded to ensure a reimbursable meal can be created in any service area available to students.
  - g. Student surveys and food sampling opportunities are used to inform menu development

In addition:

- Menus will be posted on the District website and will include nutrient content.
- Freshly prepared school meals made from California-grown food will be included on school menus whenever possible.
- Local procurement will be favored whenever possible to ensure fresher and more nutritious meals and support our local communities.
- A variety of menu items will be offered in the interests of appealing to a diverse student population.
- Menus will provide vegetarian options and increasing plant based entrees.
- A minimum of two health inspections will be conducted annually at each school site where food is served or prepared.

#### **Meal Times and Scheduling**

Schools, to the extent possible:

- will provide students with at least 10 minutes to eat after sitting down for breakfast and 20 minutes after sitting down for lunch;
- should schedule meal periods at appropriate times and within federal guidelines;
- should not schedule tutoring, club, or organizational meetings or activities during mealtimes, unless students may eat during such activities;
- will provide students access to hand washing before they eat meals or snacks; and
- should take reasonable steps to accommodate the tooth-brushing regimens of students with special oral health needs (e.g., orthodontia or tooth decay risk).

### **Food Service Staff Training**

Food Service Department personnel will receive annual training to meet or exceed continuing education/training requirements. The ServSafe Certification Exam will be provided to all Food Service personnel. Professional development opportunities pertaining to food service and nutrition will include but not be limited to:

- In house courses and workshops,
- Guest speakers
- Outside professional development courses and workshops;
- California School Nutrition Association trainings and break-out sessions,
- School Nutrition Association trainings and break-out sessions;
- California Department of Education, education sessions.
- Online training and webinars

### **Water**

To promote hydration, free, safe, unflavored drinking water will be available to all students throughout the school day and throughout the school campus. The District will make drinking water available where school meals are served during mealtimes.

### **Sharing Foods and Beverages**

Schools should discourage students from sharing their foods and beverages with one another during meal or snack times, given concerns about allergies, disease transmission and other restrictions on some children's diets. Any adult, or any child not enrolled in the school shall not eat from a child's plate that is considered a reimbursable meal.

### **Food and Beverage Marketing in Schools**

The District is committed to providing a school environment that ensures opportunities for all students to practice healthy eating and physical activity behaviors throughout the school day while minimizing commercial distractions. The District strives to teach students how to make informed choices about nutrition, health, and physical activity. These efforts will be weakened if students are subjected to advertising on District property that contains messages

inconsistent with health information the District is imparting through nutrition education and health promotion efforts. It is the intent of the District to protect and promote students' health by permitting advertising and marketing for only those foods and beverages that are permitted to be sold on school campus, consistent with the District's wellness policy.

Any foods and beverages marketed or promoted to students on the school campus during the school day will meet or exceed the federal and state nutrition standards.

Food advertising and marketing is defined as an oral, written, or graphic statements made for the purpose of promoting the sale of a food or beverage product made by the producer, manufacturer, seller, or any other entity with commercial interest in the product.

#### Communication with Parents:

The District Wellness Policy (DWP) will be posted at every school site cafeteria and school site office in public view. The DWP will also be available on the District website and School Food Service website.

### MONITORING AND POLICY REVIEW

#### Monitoring

The Tracy Unified School District Wellness Committee will provide an annual progress report to include:

- The Web site address for the wellness policy.;
- A description of each school's progress in meeting wellness policy goals;
- A summary of each school's progress in meeting the wellness policy goals;
- A summary of each school's wellness events or activities;
- Contact information for the leaders of the wellness policy team; and
- Information on how individuals and the public can get involved.

#### Triennial Assessments

An assessment of the wellness policy will be conducted every 3 years. It will determine:

- Compliance with the wellness policy;
- Progress made in attaining the goals of the wellness policy

#### Baseline Assessment

To help with the initial development of the District's wellness policies, each school in the District will conduct a baseline assessment of the school's existing nutrition and physical activity environments and policies. The results of those school-by-school assessments will be compiled at the District level to identify and prioritize needs.

#### Recordkeeping

The District will retain records to document compliance with the requirements of the wellness policy in the Student Services Department. Documentation maintained at this location will include but will not be limited to:

- The written District Wellness Policy;  
Documentation demonstrating compliance with community involvement requirements, including (1) Efforts to actively solicit DWC membership from required stakeholder groups; and (2) These groups' participation in the development, implementation, and periodic review and update of the wellness policy;
- Documentation of annual policy progress reports for each school under its jurisdiction; and
- Documentation of the triennial assessment of the policy for each school under its jurisdiction;
- Documentation demonstrating compliance with public notification requirements, including (1) Methods by which the wellness policy, annual progress reports, and triennial assessments are made available to the public; and (2) Efforts to actively notify families about the availability of the District Wellness Policy.

#### Public Updates

The following items will be made available to the public:

- Wellness Policy;
- Information and updates to and about the District Wellness Policy, on an annual basis;
- Annual progress report;
- Triennial Assessment.

#### Non-Discrimination Statement

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.ascr.usda.gov/complaint\\_filing\\_cust.html](http://www.ascr.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. 20259-940;

(2) fax: (202) 690-7442; or (3) email: [program.intake@usda.gov](mailto:program.intake@usda.gov).

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# ADMINISTRATIVE & BUSINESS SERVICES MEMORANDUM

**TO:** Board of Education  
**FROM:** Brian R. Stephens, Superintendent  
**DATE:** May 30, 2019  
**SUBJECT:** Adopt Board Bylaws to Be Compliant with CSBA Guidelines (Second Reading)

**BACKGROUND:** Some of the Tracy Unified School District board bylaws have not been updated for several years. In that time, compliance and other requirements have changed and are not reflected in the current bylaws.

**RATIONALE:**

The attached board bylaws required minor changes to match CSBA guidelines or are new and we are adopting them as part of our bylaws.

BB 9220 ELECTIONS	NEW	
BB 9223 VACANCIES	UPDATE	
BB 9240 DEVELOPMENT IN SERVICE	DELETE	Contained in 9250
BB 9250 REMUNERATION AND REIMBURSEMENT	UPDATE	
BB 9251 BOARD EXPENDITURE ACCOUNT	DELETE	
BB 9260 LEGAL PROTECTION	NEW	
BB 9271 CODE OF ETHICS	DELETE	Contained in other policies
BB 9300 GOVERNANCE	DELETE	Contained in 9005
BB 9310 POLICY MANUAL	UPDATE	
BB 9311 POLICY FORM	DELETE	Contained in 9310
BB 9312 BYLAWS FORM	DELETE	Contained in 9310
BB 9313 ADMINISTRATIVE REGULATIONS	DELETE	Contained in 9310
BB 9314 SUSPENSION OF POLICY	DELETE	No longer exists
BB 9321 MEETINGS, TIME PLACE NOTICE	DELETE	Contained in 9100
BB 9321 CLOSED SESSION	NEW	

**FUNDING:** Not Applicable.

**RECOMMENDATION:** Adopt Board Bylaws to Be Compliant with CSBA Guidelines (Second Reading).

**Prepared by:** Brian R. Stephens, Ed.D., Superintendent.





# BUSINESS SERVICES MEMORANDUM

**TO:** Dr. Brian Stephens, Superintendent  
**FROM:** Dr. Casey Goodall, Associate Superintendent for Business  
**DATE:** May 21, 2019  
**SUBJECT:** **Approve Amendment No. 2 to Master School Impact Mitigation Agreement by and among Tracy Unified School District, Califia, LLC and River Islands Development, LLC**

**BACKGROUND:** The Banta Elementary School District was established in 1878, and is one of several elementary school districts that feed into the high schools of the Tracy Unified School District. Banta ESD currently serves 872 students in grades TK through 8<sup>th</sup> at the Banta Elementary School and its dependent charter school, NEXT Generation Science Technology Engineering Arts & Math (STEAM) Academy.

Banta ESD enrollment has increased dramatically in recent years, and is expected to generate nearly 8,500 additional students in future years as the River Islands housing development constructs approximately 11,000 homes, all of which has been included in district plans for several decades.

As part of the long-term plan to house the students generated from the new homes, Tracy Unified School District has entered into a school impact mitigation agreement with Califia, LLC and River Islands Development, LLC, which obligates the developers to pay a large portion of the cost to construct a high school in River Islands. Pursuant to the current agreement, the developer would be required to pay approximately \$50 million to Tracy Unified School District, and TUSD would need to begin planning for construction of high school facilities to house River Island students later this year or early next year.

**RATIONALE:** Banta ESD has commissioned the preparation of a School District Unification Study that would review the statutes that govern a proposed transition of the Banta ESD into a fully unified school district. This plan will be presented to the trustees of the Tracy Unified School District for approval in August of 2019, and subsequently to the San Joaquin County Board of Education, for approval, which is dependent on the ability of the proposed district to meet nine specific criteria, which will be detailed in the unification

study. At present, it appears Banta ESD will be able to demonstrate their ability to meet those criteria.

Banta ESD intends to hold an election in March of 2020, with a unification effective date of July 1, 2020. If the voters of the Banta area approve Banta unification, Banta will henceforth be responsible for providing K-12 education services for students at all grades within their district.

In support of that timeline, the Banta ESD School Board will be presented in June with the Unification Study for their consideration. Assuming they accept the study, it will be presented to the TUSD School Board for consideration on either August 13<sup>th</sup> or August 27<sup>th</sup>, after which it will be presented to the San Joaquin County Board of Education. The intent is for the unification to be submitted to the San Joaquin County Registrar of Voters by December 6, 2019, which would allow an election in March of 2020.

The intent is that Banta may have facilities in place for 9<sup>th</sup> grade students for the 2021/22 school year. Regardless of whether that timeline is met, both 9<sup>th</sup> and 10<sup>th</sup> grade students would be housed in Banta for the 2022/23 school year.

**FUNDING:** Neither TUSD, nor Banta ESD, nor the developers believe it is in the best interest of the public to begin construction of high school facilities prior to the proposed election date. Therefore, all of the parties recommend approval of the attached amendment to the existing mitigation agreement to postpone payment due from the landowner to TUSD such that deposit shall be due upon the earlier of June 30, 2020, solely if the Banta Unification is approved in March of 2020, or June 30, 2021. One grade level will be added each year such that the new Banta Unified District shall provide services to all students during the 2024/25 school year.

**RECOMMENDATION:** Approve Amendment No. 2 to Master School Impact Mitigation Agreement by and among Tracy Unified School District, Califia, LLC and River Islands Development, LLC

**Prepared by:** Dr. Casey Goodall, Associate Superintendent of Business Services

Recorded at Request of and When Recorded Mail  
to:

Tracy Unified School District  
1875 W. Lowell Avenue  
Tracy, California 95377  
Attn: Bonny Carter

Exempt Government Code § 6103

(Space above this line for Recorder's use only)

**AMENDMENT NO. 2 TO MASTER SCHOOL IMPACT  
MITIGATION AGREEMENT  
BY AND AMONG TRACY UNIFIED SCHOOL DISTRICT, CALIFIA, LLC AND RIVER  
ISLANDS DEVELOPMENT, LLC**

This Amendment No. 2 to Master School Impact Mitigation Agreement ("Second Amendment") is dated effective \_\_\_\_\_, 2019 (the "Effective Date"), and entered into by and among **CALIFIA, LLC**, a California limited liability company ("Califia") and **RIVER ISLANDS DEVELOPMENT, LLC**, a California limited liability company, doing business as River Islands at Lathrop ("RID") (collectively, "Landowner") and the **TRACY UNIFIED SCHOOL DISTRICT**, a California public school district ("District").

**RECITALS**

A. Califia, The Cambay Group, Inc. ("Cambay") and District executed that certain Master School Impact Mitigation Agreement dated January 21, 2003 (as amended by that certain Amendment No. 1 to Master School Impact Mitigation Agreement dated May 23, 2017 and recorded on May 24, 2017 as Instrument No. 2017-058835, the "Original Agreement"). The Original Agreement, as amended by this Second Amendment, is referred to herein as the "Agreement."

B. On October 31, 2012, Cambay contributed 100% of the real property owned by Cambay within the Project to RID pursuant to that certain Grant Deed recorded on October 31, 2012 as Instrument No. 2012-142469. Cambay concurrently assigned to RID its rights and obligations under the Agreement pursuant to Section 15.2 thereof.

C. In addition, and from time to time, RID has purchased from Califia certain real property within the Project. With each transfer, Califia assigned to RID its rights and obligations under the Agreement pursuant to Section 14.2 thereof with respect to the real property being transferred without District's approval.

D. Banta Elementary School District ("Banta") has indicated that it seeks to become a unified school district and in that regard, plans to hold an election in March 2020 to approve district unification ("Banta Unification"). If the voters approve Banta's Unification, Banta will be responsible for providing K-12 education services for Banta students as of the unification's effective date, subject to any agreement with District whereby District may agree to provide services to Banta students after the unification's effective date.

E. As a result of the potential Banta Unification, the parties desire to amend the Original Agreement to postpone the payment due from Landowner to District for "Construction of Component 1" in the amount of \$28,002,088.00 (to be periodically adjusted in accordance with the Agreement and currently estimated to exceed \$50,000,000.00), as identified in Exhibit C to

the Original Agreement, which payment is currently due at the 1726<sup>th</sup> EDU (the “Construction Deposit”).

#### **AGREEMENT**

NOW THEREFORE, in consideration of the premises set forth below and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Original Agreement is amended as follows:

1. Capitalized Terms. Capitalized terms used and not otherwise defined herein have the meanings set forth in the Original Agreement.

2. Timing of Construction Deposit. Notwithstanding anything to the contrary in the Original Agreement, the parties agree that the Construction Deposit shall be due upon the earlier of (i) June 30, 2020, solely if the Banta Unification is to be effective July 1, 2020 or (ii) June 30, 2021. Further, the parties agree that any deadlines or requirements associated with the Construction Deposit shall be delayed in the same manner.

3. Counterparts. This Second Amendment may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute an agreement binding on all parties.

4. Governing Law. This Second Amendment shall be governed by and construed in accordance with the laws of the State of California, all rights and remedies being governed by such laws.

5. Effect of Amendment. Except as expressly modified by this Second Amendment, the Original Agreement shall continue in full force and effect in accordance with its terms, and the signatories below hereby ratify and affirm all of their respective rights and obligations under the Original Agreement. In the event of a conflict between this Second Amendment and the Original Agreement, this Second Amendment shall govern.

IN WITNESS WHEREOF, the undersigned, intending to be legally bound hereby, have duly executed this Second Amendment as of the Effective Date.

DISTRICT:

**TRACY UNIFIED SCHOOL DISTRICT**, a  
California public school district

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

LANDOWNER:

**CALIFIA, LLC**,  
a California limited liability company  
d/b/a River Islands at Lathrop

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

RID:

**RIVER ISLANDS DEVELOPMENT, LLC**  
a California limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

## ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_, 20\_\_, before me, \_\_\_\_\_, a Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Seal)



**TRACY**  
UNIFIED SCHOOL DISTRICT

# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Brian R. Stephens, Superintendent  
**FROM:** Dr. Sheila Harrison, Associate Superintendent of Educational Services  
**DATE:** May 29, 2019  
**SUBJECT:** Adopt Revisions to Board Policy 0420.4 Charter Schools and Acknowledge Revisions to Administrative Regulation 0420.4 Charter Schools (2<sup>nd</sup> reading)

**BACKGROUND:** Pursuant to Charter Schools Act, a school district shall not deny a charter school petition unless specific written factual findings are made pursuant to law. In determining whether to grant or deny a charter, the Board shall carefully review the proposed charter and any supplementary information, consider public and staff input, and determine whether the charter petition adequately addresses all the provisions required. In addition, a school district has certain oversight responsibilities for charter schools that the school district authorizes. Board Policy 0420.4 and Administrative Regulation 0420.4 codify and implement these responsibilities of the school district.

**RATIONALE:** Board Policy 0420.4 and Administrative Regulations 0420.4 were last updated in 2011. The Charter Schools Act has been amended several times since the last review. As a result, there is a need to update this Policy and these Administrative Regulations.

**FUNDING:** no cost

**RECOMMENDATION:** Adopt Revisions to Board Policy 0420.4 Charter Schools and Acknowledge Revisions to Administrative Regulation 0420.4 Charter Schools (2<sup>nd</sup> reading).

**Prepared by:** Tania Salinas, Director of Assessment & Accountability.

**Charter Schools****Petition Signatures**

To be considered by the Governing Board, a petition for the establishment of a new charter school within the ~~the~~ district must be signed by one of the following: (Education Code 47605)

1. A number of parents/guardians equivalent to at least one-half of the number of students that the charter school estimates will enroll in the charter school for its first year of operation
2. A number of teachers equivalent to at least one-half of the number of teachers that the charter school estimates will be employed at the school during its first year of operation

If the charter petition calls for an existing public school to be converted to a charter school, the petition must be signed by at least 50 percent of the permanent status teachers currently employed at the public school to be converted. (Education Code 47605)

~~(cf. 47605--Permanent Probationary Status)~~

In circulating a petition, the petitioners shall include a prominent statement explaining that a signature means that the parent/guardian is meaningfully interested in having his/her child attend the charter school or, in the case of a teacher's signature, that the teacher is meaningfully interested in teaching at the charter school. The proposed charter shall be attached to the petition. (Education Code 47605)

**Components of Charter Petition**

A charter petition shall include affirmations of the conditions described in Education Code 47605(d), a declaration consistent with Education Code 47605(b)(6), as well as reasonably comprehensive descriptions of all of the following: (Education Code 47605.47611.5)

1. The educational program of the school, designed, among other things, to identify those whom the school is attempting to educate, what it means to be an "educated person" in the 21st century, and how learning best occurs. The goals identified in that program shall include the objective of enabling students to become self-motivated, competent, and lifelong learners.

The annual goals for the charter school for all pupils and for each subgroup of pupils identified pursuant to Section 52052, to be achieved in the state priorities,



as described in subdivision (d) of Section 52060, that apply for the grade levels served, or the nature of the program operated, by the charter school, and specific annual actions to achieve those goals. A charter petition may identify additional school priorities, the goals for the school priorities, and the specific annual actions to achieve those goals.

If the proposed school will serve high school students, ~~the petition shall describe the~~ manner in which the charter school will inform parents/guardians about the transferability of courses to other public high schools and the eligibility of courses to meet college entrance requirements. Courses offered by the charter school that are accredited by the Western Association of Schools and Colleges may be considered transferable, and courses approved by the University of California or the California State University as creditable under the "A-G" admissions criteria may be considered to meet college entrance requirements.

2. The measurable student outcomes identified for use by the charter school. Student outcomes means the extent to which all students of the charter school demonstrate that they have attained the skills, knowledge, and attitudes specified as goals in the charter school's educational program. Pupil outcomes shall include outcomes that address increases in pupil academic achievement both schoolwide and for all groups of pupils served by the charter school, as that term is defined in subparagraph (B) of paragraph (3) of subdivision (a) of Section 47607. The pupil outcomes shall align with the state priorities, as described in subdivision (d) of Section 52060, that apply for the grade levels served, or the nature of the program operated, by the charter school.
  3. The method by which student progress in meeting those student outcomes is to be measured. To the extent practicable, the method for measuring pupil outcomes for state priorities shall be consistent with the way information is reported on a school accountability report card.
  4. The governance structure of the charter school, including, but not limited to, the process to be followed by the charter school to ensure parent/guardian involvement.
  5. The qualifications to be met by individuals to be employed by the charter school.
6. The procedures that the charter school will follow to ensure the health and safety of students and staff. These procedures shall include
- ~~the requirement that each school employee of the charter school furnish the charter school with a criminal record summary as described in Education Code 44237;~~
  - The development of a school safety plan, which shall include the safety topics listed in subparagraphs (A) to (H), inclusive, of paragraph (2) of subdivision (a) of Section 32282 and procedures for conducting tactical responses to criminal incidents; and

- That the school safety plan be reviewed and updated by March 1 of every year by the charter school.

6.7. The means by which the charter school will achieve a racial and ethnic balance among its students that is reflective of the general population residing within the district's territorial jurisdiction.

7.8. Admission requirements, if applicable policies and procedures, consistent with Education Code Section 47605(d).

8.9. The manner in which annual, independent financial audits shall be conducted, which shall employ generally accepted accounting principles, and the manner in which audit exceptions and deficiencies shall be resolved to the satisfaction of the Board.

10. The procedures by which students can be suspended or expelled from the charter school for disciplinary reasons or otherwise involuntarily removed from the charter school for any reason. These procedures, at a minimum, shall include an explanation of how the charter school will comply with federal and state constitutional procedural and substantive due process requirements that is consistent with all of the following:

(i) For suspensions of fewer than 10 days, provide oral or written notice of the charges against the pupil and, if the pupil denies the charges, an explanation of the evidence that supports the charges and an opportunity for the pupil to present his or her side of the story.

(ii) For suspensions of 10 days or more and all other expulsions for disciplinary reasons, both of the following:

(I) Provide timely, written notice of the charges against the pupil and an explanation of the pupil's basic rights.

(II) Provide a hearing adjudicated by a neutral officer within a reasonable number of days at which the pupil has a fair opportunity to present testimony, evidence, and witnesses and confront and cross-examine adverse witnesses, and at which the pupil has the right to bring legal counsel or an advocate.

(iii) Contain a clear statement that no pupil shall be involuntarily removed by the charter school for any reason unless the parent or guardian of the pupil has been provided written notice of intent to remove the pupil no less than five schooldays before the effective date of the action. The written notice shall be in the native language of the pupil or the pupil's parent or guardian or, if the pupil is a foster child or youth or a homeless child or youth, the pupil's educational rights holder, and shall inform him or her of the right to initiate the procedures specified in clause (ii) before the effective date of the action. If the pupil's parent, guardian, or educational rights holder initiates the procedures specified in clause (ii), the

pupil shall remain enrolled and shall not be removed until the charter school issues a final decision. For purposes of this clause, "involuntarily removed" includes disenrolled, dismissed, transferred, or terminated, but does not include suspensions specified in clauses (i) and (ii).

~~9.11.~~ The manner by which staff members of the charter school will be covered by the State Teachers' Retirement System, the Public Employees' Retirement System, or federal social security.

~~10.12.~~ The public school attendance alternatives for students residing within the ~~d~~District who choose not to attend charter schools.

~~11.13.~~ A description of ~~t~~he rights of any ~~e~~mployee of the ~~D~~istrict-employee upon leaving ~~d~~District employment to work in a charter school and of any rights of return to the ~~D~~istrict after employment at a charter school.

~~12.14.~~ The procedures to be followed by the charter school and the Board to resolve disputes relating to provisions of the charter-provisions.

~~13.~~ A declaration as to whether or not the charter school shall be deemed the exclusive public school employer of the school's employees for purposes of collective bargaining under Government Code 3540-3549.3.

~~14.15.~~ The procedures to be used if the charter school closes. The procedures shall ensure a final audit of the charter school to determine the disposition of all assets and liabilities of the charter school, including plans for disposing of any net assets and for the maintenance and transfer of student records.

Charter school petitioners shall provide information to the Board regarding the proposed operation and potential effects of the charter school, including, but not limited to: (Education Code 47605)

1. The facilities to be used by the charter school, including where the charter school intends to locate (cf. 7160 - Charter School Facilities)
2. The manner in which administrative services of the charter school are to be provided
3. Potential civil liability effects, if any, upon the charter school and ~~d~~District
4. Financial statements that include a proposed first-year operational budget, including start-up costs and cash-flow and financial projections for the first three years of operation

All petitions requests for new charter schools, material revisionsmajor amendments, charter

renewals, and conversions must be filed at a regular meeting of the Board. Each filing must include one original submission plus ten printed copies and one copy of the financial statements in Excel format and one copy of the entire submission, exactly as filed in a PDF format, with bookmarks, identical to the table of contents, on a ~~CD-RW~~ USB drive. The electronic copies of the required documents may be submitted as separate files on the same ~~CD~~ USB drive. Each filing should include a concise statement (250 words or fewer) of how the charter school will fulfill the intent of the California Charter Schools Act, and a one page summary listing the name of the entity ~~petitioning for~~ requesting the charter school, the proposed name of the charter school, the grades to be served upon opening, the proposed month and year instruction will begin, the grades to be served at full development, the proposed location of the charter school, and the Lead Petitioner's name, mailing address, telephone number and email address. All pages must be numbered. The submission must include one set of original dated petition signatures with contact information enabling signature verification as required in the California Charter Schools Act and the District's administrative procedures. In accordance with Board policy, District staff will consider signatures that are more than six months old upon petition filing to be stale and will discard them.

Commented [JMM1]: Does TUSD still want ten printed copies?

~~Requests~~ Petitions for a new charter schools, conversion charter schools, or a major charter amendment ~~material revisions~~ may be filed at any regular Board meeting occurring on or between August 1 and November 15 each year. The Board will accept a request to renew a charter at any regular Board meeting that is not prior to 270 days but at least 120 days from the expiration of the charter. District staff will provide notice for ~~advertise~~ a Board public hearing within 30 days of a filing and initiate staff work to support a recommendation to the Board for action within 60 days of filing. Petitioners will be allotted fifteen minutes for a presentation at the public hearing. Petitioners and the District may mutually agree to extend the decision-making process for up to 30 additional days. Concurrence will be recorded in writing and signed by both parties. (cf. Education Code 47605(b))

Commented [JMM2]: It is unsettled whether this practice is legal. We can keep it in and respond if it is challenged or omit it.

#### Location of Charter School

Unless otherwise ~~exempted~~ authorized by law, any charter petition submitted to the Board ~~on or after July 1, 2002,~~ shall identify a single charter school that will operate within the geographic boundaries of the ~~the~~ District. A charter school may propose to operate at multiple sites within the ~~the~~ District as long as each location is identified in the petition. (Education Code 47605, 47605.1)

A charter school that is unable to locate within the ~~the~~ District's jurisdictional boundaries may establish one site outside ~~the~~ District boundaries but within the ~~the~~ County, provided that: (Education Code 47605, 47605.1)

1. The district in which the charter school will be located is notified prior to approval of the petition.
2. The County Superintendent of Schools and Superintendent of Public Instruction (SPI) are ~~is~~ notified before the charter school begins operations.
3. The charter school has attempted to locate a single site or facility to house the entire

program but such a facility or site is unavailable in the area in which the school chooses to locate, or the site is needed for temporary use during a construction or expansion project.

A charter school may establish a resource center, meeting space, or other satellite facility located in an adjacent county if both of the following conditions are met: (Education Code 47605.1)

1. The facility is used exclusively for the educational support of students who are enrolled in nonclassroom-based independent study of the charter school.
2. The charter school provides its primary educational services in, and a majority of the students it serves are residents of, the county in which the charter school is authorized.

~~All charter schools shall be subject to these requirements by June 30, 2005, or upon the expiration of a charter that was in existence on January 1, 2002, whichever is later. Until the later of these dates, any charter school that provided educational services before July 1, 2002, shall be subject to these requirements only for new educational services or school sites it establishes or acquires. (Education Code 47605.1)~~

#### **Charter Approval/Denial**

Within 30 days of receiving a petition to establish a charter school, the Board shall hold a public hearing to determine the level of support for the petition by teachers, other employees of the district, and parents/guardians. (Education Code 47605)

(cf. 9320 - Meetings and Notices)

Within 60 days of receiving a petition, or within 90 days with the consent of the petitioners and the Board, the Board shall either grant or deny the request to establish a charter school. (Education Code 47605)

The Board shall grant the charter if the Board is satisfied that doing so is consistent with sound educational practice. A charter shall be denied only if the Board presents written factual findings specific to the particular petition that one or more of the following conditions exist: (Education Code 47605)

1. The charter school presents an unsound educational program for the students to be enrolled in the charter school.
2. The petitioners are demonstrably unlikely to successfully implement the program set forth in the petition.
3. The petition does not contain the number of signatures required.
4. The petition does not contain an affirmation of each of the conditions described in

Education Code 47605(d).

5. The petition does not contain reasonably comprehensive descriptions of the charter provisions in Education Code 47605(b) listed in "Components of Charter Petition" above.

5.6. The petition does not contain a declaration of whether or not the charter school shall be deemed the exclusive public employer of the employees of the charter school for purposes of Chapter 10.7 (commencing with Section 3540) of Division 4 of Title 1 of the Government Code.

The Board shall not grant any charter that authorizes the conversion of a private school to a charter school. (Education Code 47602)

The Board shall not approve any charter petition that proposes to serve students in a grade level that is not served by the district, unless the petition proposes to serve students in all the grade levels served by the district. (Education Code 47605)

The Board shall not deny a petition based on the actual or potential costs of serving students with disabilities, nor shall it deny a petition solely because the charter school might enroll disabled students who reside outside the special education local plan area ("SELPA") in which the district participates. (Education Code 47605.7, 47647)

The approval or denial of a charter petition shall not be controlled by collective bargaining agreements nor subject to review or regulation by the Public Employment Relations Board. (Education Code 47611.5) In granting charter petitions, the Board shall give preference to petitions schools best able that demonstrate the capability to provide comprehensive learning experiences for academically low-achieving students according to standards established by the California Department of Education (CDE) under Education Code 54032. (Education Code 47605)

The Board may initially grant a charter for a specified term not to exceed five years. (Education Code 47607)

It shall be the responsibility of the petitioners to provide written notice of the Board's approval and a copy of the charter to the County Superintendent, the CDE, and the State Board of Education ("SBE"). (Education Code 47605)

#### **Material Revisions**

Material revisions to a charter may be made only with Board approval. Material revisions shall be governed by the same standards and criteria that apply to new charter petitions as set forth in Education Code 47605 and shall include, but not be limited to, a reasonably comprehensive description of any new requirement of charter schools enacted into law after the charter was originally granted or last renewed. (Education Code 47607)

If, after receiving approval of its petition, a charter school proposes to establish operations at one

or more additional sites within the district's boundaries, the charter school shall request a material revision to its charter and shall notify the Board of those additional locations. The Board shall consider approval of the additional locations at an open meeting. (Education Code 47605)

### Renewals

A charter school seeking renewal of its charter shall submit a written request to the Board no sooner than 270 days but at least 120 days before the term of the charter is due to expire.

~~At least 90~~ No later than 30 days before the term of the charter is due to expire, after receiving the petition the Board shall conduct a public hearing to receive input on whether or not to extend the charter. ~~No later than~~ At least 60 days after receiving the petition before the expiration date, the Board shall either grant or deny the request for renewal, however the date may be extended by an additional 30 days if both parties agree to the extension.

Renewals shall be governed by the same standards and criteria that apply to new charter petitions as set forth in Education Code 47605 and shall include, but not be limited to, a reasonably comprehensive description of any new requirement of charter schools enacted into law after the charter was originally granted or last renewed. (Education Code 47607)

~~In addition, beginning on January 1, 2005, or after a charter school has been in operation for four years, whichever is later, a charter school shall meet at least one of the following criteria prior to receiving a charter renewal:~~ (Education Code 47607)

- ~~1. The charter school attains its Academic Performance Index (API) growth target in the prior year or in two of the last three years, or in the aggregate for the prior three years.~~
- ~~2. The charter school ranks in deciles 4-10 on the API in the prior year or in two of the last three years.~~
- ~~3. The charter school ranks in deciles 4-10 on the API for a demographically comparable school in the prior year or in two of the last three years.~~

1. Alternative measures that show increases in academic achievement for all groups of students schoolwide and among numerically significant pupil subgroups.

- ~~4.2.~~ The Board determines that the academic performance of the charter school is at least equal to the academic performance of the public schools that the charter school students would otherwise have been required to attend, as well as the academic performance of District schools, taking into account the composition of the student population that is served at the charter school.

The Board's determination shall be based on documented, clear, and convincing data; student achievement data from the ~~Standardized Testing and Reporting Program~~ California Assessment of Student Performance and Progress, and any other

available assessments, for demographically similar student populations in comparison schools; and other information submitted by the charter school. The Board shall submit to the Superintendent of Public Instruction ("SPI") copies of supporting documentation and a written summary of the basis for its determination.

A charter renewal may not be granted to a charter school prior to 30 days after the charter school submits these related materials.

5.3. The charter school qualifies for an alternative accountability system pursuant to Education Code 52052(h).

Each renewal shall be for a period of five years. (Education Code 47607)

#### **Revocations**

The Board may revoke a charter ~~whenever~~ if it finds, through a showing of substantial evidence, that the charter school has done any of the following: (Education Code 47607)

1. Committed a material violation of any of the conditions, standards, or procedures set forth in the charter
2. Failed to meet or pursue any of the student outcomes identified in the charter
3. Failed to meet generally accepted accounting principles or engaged in fiscal mismanagement
4. Violated any provision of law

Prior to revocation, the Board shall notify the charter school of any violation(s) listed in items #1-4 above and give the charter school a reasonable opportunity to remedy the violation(s) unless the Board determines, in writing, that the violation(s) constitutes a severe and imminent threat to the health or safety of the students. (Education Code 47607)

If the charter school does not successfully remedy the above violation(s), the Board shall provide the charter school with a written notice of intent to revoke the charter and notice of facts in support of revocation. No later than 30 days after providing the notice of intent to revoke the charter, the Board shall hold a public hearing, in the normal course of business, on the issue of whether evidence exists to revoke the charter. No later than 30 days after the public hearing, unless the Board and the charter school agree to a 30-day extension, the Board shall issue its final decision as to whether or not to revoke the charter. The Board shall not revoke a charter unless the action is supported by written factual findings supported by substantial evidence specific to the charter school. A decision to revoke a charter shall be reported to the County Board of Education and the CDE. (Education Code 47607)

#### **Requirements for Charter Schools**



In providing general oversight of a charter school, the Board shall determine whether the charter school meets the legal requirements applicable to charter schools. Each charter school shall:

1. Be nonsectarian in its programs, admission policies, employment practices, and all other operations (Education Code 47605)
2. Not charge tuition (Education Code 47605)
3. Not discriminate against any student on the basis of disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sexual orientation, or any other characteristic that is contained in the definition of hate crimes set forth in Section 422.55 of the Penal Code, including immigration status, ethnicity, national origin, gender, or disability (Education Code 47605)
4. Adhere to all laws establishing minimum age for public school attendance (Education Code 47610)

(cf. 5111 - Admission)

5. Serve students who are California residents and who, if over 19 years of age, are continuously enrolled in a public school and making "satisfactory progress" toward a high school diploma as defined in 5 CCR 11965 (Education Code 47612)
6. Serve students with disabilities in the same manner as such students are served in other public schools (Education Code 47646, 56145)

(cf. 0430 - Comprehensive Local Plan for Special Education)

(cf. 6159 - Individualized Education Program)

(cf. 6164.4 - Identification and Evaluation of Individuals for Special Education)

7. Admit all students who wish to attend the school, according to the following criteria and procedures:
  - a. Admission to the charter school shall not be determined according to the student's place of residence, or that of his/her parents/guardians, within this state, except that any existing public school converting partially or entirely to a charter school shall adopt and maintain a policy giving admission preference to students who reside within the school's former attendance area. (Education Code 47605)

However, if a charter school ~~will be~~ is physically located in a public elementary school attendance area in which 50 percent or more of the student enrollment is eligible for free or reduced-price meals, it may also establish an admissions preference for students who are currently enrolled in that public elementary school

and for students who reside in that public school attendance area. (Education Code 47605.3)

- b. If the number of students who wish to attend the charter school exceeds the charter school's capacity, attendance except for existing students of the charter school shall be determined by a public random drawing. except that p Preferences shall be extended to students currently attending the charter school and students who reside in the district and any other preference categories approved by the Board at a public hearing, except as provided for in Education Code 47644.5. In the event of a drawing, the Board shall make reasonable efforts to accommodate the growth of the charter school and shall not take any action to impede the charter school from expanding enrollment to meet student demand. (Education Code 47605)

- c. Other admissions preferences may be permitted by the Board on an individual school basis as consistent with law.

8. Require its teachers to hold a Commission on Teacher Credentialing certificate, permit, or other document equivalent to that which a teacher in other public schools would be required to hold (Education Code 47605)

(cf. 4112.2 - Certification)

9. Require its teachers of core academic subjects to satisfy requirements for "highly qualified teachers" as defined by the SBI (2011 SC 0319; 54 CCR 300.18)

(cf. 4112.24 - Teacher Qualifications Under the No Child Left Behind Act)

- 10.9. Not hire any person, in either a certificated or classified position, who has been convicted of a violent or serious felony except as otherwise provided by law (Education Code 44830.1, 45122.1)

(cf. 4112.5 /4312.5 - Criminal Record Check)

(cf. 4212.5 - Criminal Record Check)

- 11.10. Meet the requirements of Education Code 47611 regarding the State Teachers' Retirement System (Education Code 47610)

12. Meet the requirements of Government Code 3540-3549.5 related to collective bargaining in public education employment (Education Code 47611.5)

13. If applicable, meet federal requirements for qualifications of paraprofessionals working in programs supported by Title I funds (2014 SC 0319)

- 14.11.

(cf. 4222 - Teacher Aides/Paraprofessionals)

- 15.12. Meet all statewide standards and conduct the student assessments required by

Education Code 60605 and 60851 and any other statewide standards or student assessments applicable to noncharter public schools (Education Code 47605, 47612.5)

(cf. 6011 - Academic Standards)  
(cf. 6162.51 - Standardized Testing and Reporting Program)  
(cf. 6162.52 - High School Exit Examination)

16.13. \_\_\_ Offer at least the number of instructional minutes set forth in Education Code 47612.5 for the grade levels provided by the charter school (Education Code 47612.5)

(cf. 6111 - School Calendar)

17.14. \_\_\_ Meet the requirements of Education Code 51745-56+749.3 if it provides independent study, except that it may be allowed to offer courses required for graduation solely through independent study as an exception to Education Code 51745(e) (Education Code 47612.5, 51747.3; 5 CCR 11705)

(cf. 6158 - Independent Study)

18.15. \_\_\_ Identify and report to the SPI any portion of its average daily attendance that is generated through nonclassroom-based instruction, including, but not limited to, independent study, home study, work study, and distance and computer-based education (Education Code 47612.5, 47634.2)

19.16. \_\_\_ On a regular basis, consult with parents/guardians and teachers regarding the charter school's educational programs (Education Code 47605)

20.17. \_\_\_ Maintain written contemporaneous records that document all student attendance and make these records available for audit and inspection (Education Code 47612.5)

21.18. \_\_\_ If a student-subject to compulsory full-time education is expelled or leaves the charter school without graduating or completing the school year for any reason, notify the Superintendent of the school district of the student's last known address within 30 days and, upon request, provide that district with a copy of the student's cumulative record, including report cards or a transcript of grades or report card, and health information. If the pupil is subsequently expelled or leaves the school district without graduating or completing the school year for any reason, the school district shall provide this information to the charter school within 30 days if the charter school demonstrates that the pupil had been enrolled in the charter school. This paragraph applies only to pupils subject to compulsory full-time education pursuant to Section 48200. (Education Code 47605)

22.19. \_\_\_ ~~By January 1, 2007,~~ (Comply with the California Building Standards Code as adopted and enforced by the local building enforcement agency with jurisdiction over

the area in which the charter school is located, unless the charter school facility meets either of the following conditions: (Education Code 47610, 47610.5)

- a. The facility complies with the Field Act pursuant to Education Code 17280-17317 and 17365-17374.
- b. The facility is exclusively owned or controlled by an entity that is not subject to the California Building Standards Code, including, but not limited to, the federal government.

23.20. Promptly respond to all reasonable inquiries from the district, the county office of education, or the SPI, including, but not limited to, inquiries regarding its financial records (Education Code 47604.3)

24.21. Annually prepare and submit financial reports to the district Board and the County Superintendent in accordance with the following reporting cycle:

- a. By July-April 1, a preliminary budget for the current fiscal year. For a charter school in its first year of operation, financial statements submitted with the charter petition pursuant to Education Code 47605(g) will satisfy this requirement. (Education Code 47604.33)
- b. By December 15, an interim financial report for the current fiscal year reflecting changes through October 31. (Education Code 47604.33)
- c. By March 1, a second interim financial report for the current fiscal year reflecting changes through January 31. (Education Code 47604.33)
- d. By September 15, a final unaudited report for the full prior year. The report submitted to the Board shall include an annual statement of all the charter school's receipts and expenditures for the preceding fiscal year. (Education Code 42100, 47604.33)
- e. By December 15, a copy of the charter school's annual, independent financial audit report for the preceding fiscal year, unless the charter school's audit is encompassed in the district's audit. The audit report shall also be submitted to the state Controller and the CDE. (Education Code 47605)

#### **Administrative and Other District Services**

The district may charge for the actual costs of supervisorial oversight of a charter school not to exceed one percent of the charter school's revenue. If the district is able to provide substantially rent-free facilities to the charter school, the district may charge actual costs up to three percent of the charter school's revenue for supervisorial oversight. (Education Code 47613)

The charter school may separately purchase administrative or other services from the district

or any other source. (Education Code 47613)

At the request of a charter school, the Superintendent or designee shall create and submit any reports required by the State Teachers' Retirement System and the Public Employees' Retirement System on behalf of the charter school. The charter school may be charged for the actual costs of the reporting services, but shall not be required to purchase payroll processing services from the district as a condition for creating and submitting these reports. (Education Code 47611.3)

#### Waivers

If a charter school submits to the district an application for a waiver of any state Education Code provisions, the Board shall hold a public hearing on the waiver request no later than 90 days following receipt of the request. (Education Code 3305.4)

The Superintendent or designee shall subsequently prepare a summary of the public hearing to be forwarded with the waiver request to the SBO. If the Board recommends against approval of the waiver request, it shall set forth the reasons for its disapproval in written documentation that shall be forwarded to the SBO. (Education Code 3305.4)

#### District Oversight

For each charter school under the Board's authority, the Superintendent shall: (Education Code 47604.32, 47604.33)

1. Identify at least one staff member as a contact person for the charter school
2. Visit the charter school at least annually
3. Ensure that the charter school complies with all reports required of charter schools by law including the local control and accountability plan and annual update to the local control and accountability plan required pursuant to Section 47606.5.
4. Monitor the fiscal condition of the charter school based on any financial information obtained from the charter school, including, but not limited to, the reports listed above in "Requirements for Charter Schools"
5. Monitor one or more memorandum of understanding ("MOU") to clarify the financial and operational agreements between the district and the charter school. Any such MOU shall be reviewed on an annual basis by the Board and the charter school and adjusted as necessary. This annual review may be extended to ~~three~~ five years based on positive evaluations
6. Provide timely notification to the CDE if a renewal of the charter is granted or denied, the

charter is revoked, or the charter school will cease operation for any reason

The Board and the Superintendent or designee may inspect or observe any part of the charter school at any time. (Education Code 47607)

TUSD Acknowledged: ~~02-08-11~~[Update Date]

**0420.4 Charter Schools**

The Governing Board believes that charter schools provide opportunities for teachers, parents, pupils, and community members to establish and maintain schools that operate independently from the existing school district structure, as a method to accomplish all of the following:

- (a) Improve pupil learning.
- (b) Increase learning opportunities for all pupils, with special emphasis on expanded learning experiences for pupils who are identified as academically low achieving.
- (c) Encourage the use of different and innovative teaching methods.
- (d) Create new professional opportunities for teachers, including the opportunity to be responsible for the learning program at the school site.
- (e) Provide parents and pupils with expanded choices in the types of educational opportunities that are available within the public school system.
- (f) Hold the schools established under this part accountable for meeting measurable pupil outcomes, and provide the schools with a method to change from rule-based to performance-based accountability systems.
- (g) Provide vigorous competition within the public school system to stimulate continual improvements in all public schools. (cf. Education Code, — 47601)

The Governing Board expects the education program of each charter school to fulfill the intent of the Charter Schools Act as listed in Education Code 47601. In reviewing petitions for the establishment of charter schools pursuant to this section, the Governing Board shall be guided by the intent of the Legislature. The Superintendent or designee shall develop Administrative Regulations, consistent with Board Policy, for the review and approval of petitions. The Governing Board may deny a charter school request for presenting an unsound educational program if the educational program does not comply with the intent of the Charter Schools Act. (cf. Education Code Sections 47601 and 47605)

Charter schools must comply with the Charter Schools Act; otherwise, they are generally exempt from state laws governing school districts, except where specifically included. (cf. Education Code, — 47610)

The charter between the District and the charter school is a contract that holds charter schools accountable for meeting measurable pupil outcomes and for other behaviors. Charter schools are obligated to comply with the provisions of federal law, specified state law, their charters, and administrative requirements that are components of Board oversight. Charters may not be unilaterally amended. Material revisions of the provisions of a charter require Board approval.

The Superintendent or designee shall develop Administrative Regulations, consistent with Board Policy, for the review and approval of material revisions of the provisions of a charter. The Board may revoke charters with schools that fail to meet any of these requirements by following provisions in the California Charter Schools Act. (cf. Education Code, 47605)

The Board may interpret failure to open an approved charter school for more than two years following Board approval as evidence of inability to implement the charter school's educational program and thus, revoke the authorized charter.-

In order to protect the District and students, the Superintendent or designee shall establish Administrative Regulations, consistent with Board Policy, including appropriate controls, defining oversight requirements and other aspects of the relationship between the charter school and the District. The Superintendent or designee shall develop Administrative Regulations, consistent with Board Policy, for revocation and renewal of a charter.

The Board recognizes that charter schools are independent of the District, but shall endeavor to structure relationships between charter schools and the District that stimulate continual improvements in all public schools. The Board expects new charter developers to create their charter proposals independently from the District as one indication of their readiness to operate a charter school.

At his/her discretion, the Superintendent or designee may establish a staff advisory committee to review a submitted petition and the supporting documentation. Such a committee may be used to evaluate the completeness of the proposal, the merits of the proposed educational program, the level of community support, and any concerns that should be addressed by the petitioners. The Superintendent or designee shall also consult with legal counsel as appropriate regarding compliance of the proposal with legal requirements.

The Superintendent or designee may work with charter school operators to establish workable plans for technical assistance or other contracted services, after a charter is granted, which the District may provide to charter schools for a fee.

In determining whether to grant or deny a charter, the Board shall carefully review the proposed charter and any supplementary information, consider public and staff input, and determine whether the charter petition adequately addresses all the provisions required by law. The Board shall not deny a charter school petition unless specific written factual findings are made pursuant to law and administrative regulation. If the Board denies a charter, petitioners may submit the petition first to the County Board of Education and then, if denied by the County Board, to the State Board of Education. A charter granted by the Governing Board may be for a term up to five years, beginning July 1 of the first year the charter school enrolls students, unless revoked following provisions in the California Charter Schools Act. (cf. Education Code, —47605; 5 CCR 11967.5- 11967.5.1)

Any charter granted by the Board shall contain adequate processes and measures for holding the charter school accountable for fulfilling the terms of its charter. These shall include, but not be limited to, fiscal accountability systems, public governance systems, resolution of parent complaint systems and multiple measures for evaluating the educational program. In accordance with law, charter provisions, and District administrative regulations, charters shall provide regular reports to the Board to assist the Board in fulfilling its oversight responsibility. These reports shall be in a form and timeline prescribed by the Administrative Regulations, consistent with Board policy, and shall include at least a reporting of: (1) fiscal accountability systems, (2) public governance systems, and (3) multiple measures for



evaluating the educational program. The Superintendent or designee may inspect or observe any part of the charter school at any time. (cf. Education Code 47607: ~~Code of Federal Regulations 0500—Accountability~~).

All requests for new charters, ~~major amendments~~ material revisions, charter renewals, and conversions must be filed at a regular meeting of the Board, in forms and formats and by process defined in the Administrative Regulations, consistent with Board Policy. All filings must be complete as submitted to the public record. ~~The Board will consider petition signatures that are more than six months old upon petition filing to be stale and will disregard them.~~ Petitioners are strongly encouraged to file no later than November 15 of the year prior to their proposed charter school opening. In the case of petitions received after that date, the Governing Board reserves the right to consider approval on the basis of a one-year delay in the commencement of charter school operation. The Board will accept a request to renew a charter that is not prior to 270 days from the expiration of the charter; following form, format and process defined in the Administrative Regulations, consistent with Board policy. Charter renewal petitions are strongly encouraged to be submitted to the Governing Board no later than 150 days prior to the expiration of the charter. Filings that request charter renewal must include, but not be limited to, a reporting of: fiscal accountability systems, public governance systems, multiple measures for evaluating the educational program, and student performance data.

All new charter schools operating in the District will operate as, or be operated by, a nonprofit public benefit corporation, formed and organized pursuant to the California Nonprofit Corporation Law and organized under Section 501(c)(3) of the Internal Revenue Service Code. The Board may choose to exercise its right to place a representative on any charter school's governing board at any time. The Board may select any individual it deems appropriate to serve in this capacity ~~and to determine whether that person will be a voting or nonvoting member on the charter school's board.~~ (c.f. Education Code 47604)

The Board may approve one or more memoranda of understanding to clarify the financial and operational agreements between the district and the charter school. Any such memorandum of understanding shall be annually reviewed by the Board and Charter school and adjusted as necessary.

The District shall not require any student to attend a charter school and shall not require any District employee to work at a charter school. (cf. Education Code 47605)

#### Legal Reference:

#### EDUCATION CODE

33054 Waivers

41365—41367 Charter School Revolving Loan  
Program 42100 Annual Statement of Receipts and  
Expenditures 42238.51—42238.53 Funding for  
Charter Districts

~~44237 Criminal Record Summary~~  
~~44830.1 Certificated Employees, Conviction of a Violent or Serious Felony~~ ~~45122.1-~~  
~~Classified Employees, Conviction of a Violent or Serious Felony~~ ~~46201 Instructional Minutes~~  
~~47600-47616.5 Establishment, Operation, Evaluation and Oversight of Charter-~~  
~~Schools~~ ~~47610 Education Code General Exemption and Exceptions~~  
~~47640-47647 Special Education Funding for Charter-~~  
~~Schools~~ ~~47652 Funding of First-Year Charter Schools~~  
~~48000 Minimum Age of Admission-~~  
~~(Kindergarten)~~ ~~48010 Minimum Age of~~  
~~Admission (First Grade)~~  
~~48011 Minimum Age of Admission from Kindergarten or Other-~~  
~~School~~ ~~51745-51749.3 General Independent Study~~  
~~52052 Alternative Accountability System~~  
~~54032 Limited English or Low-Achieving-~~  
~~Pupils~~ ~~56026 Special Education~~  
~~56145-56146 Special Education Services in Charter-~~  
~~Schools~~ ~~47600-47604.5 Charter School General Provisions~~  
~~47605-47608 Establishment of Charter-~~  
~~Schools~~ ~~47610-47615 Charter School~~  
~~Operation~~ ~~47616.5-47616.7 Notice~~  
~~47620-47626 University Charter Schools-~~  
~~47630-47632.5 Funding—General-~~  
~~Provisions~~  
~~47633-47635 Funding—Charter School Block Grant~~  
~~47636-47638 Funding—Other Operational Funding Available to Charter-~~  
~~Schools~~ ~~47640-47647 Funding—Special Education~~  
~~47650-47652 Funding—Apportionment~~  
~~47660-47664 Funding—Computations Affecting Sponsoring Local Educational Agencies-~~  
~~60605 Academic Content and Performance Standards; Assessments~~  
~~60600-60618, 60630, 60640-60649 California Assessment of Academic-~~  
~~Achievement; Standardized Testing and Reporting Program~~  
~~60850-60859 California High School Exit Examination~~

#### GOVERNMENT CODE

~~3540-3549.3 Educational Employment Relations Act~~  
~~5110-6910 California Corporations Code, Nonprofit Corporation Law~~  
~~54950-54963 The Ralph M. Brown Act~~

#### PENAL CODE

~~667.5 Definition of Violent Felony-~~  
~~1192.7 Definition of Serious Felony~~

#### CODE OF REGULATIONS, TITLE 5

~~11960-11969 Charter Schools~~  
~~11960 Charter School Average Daily Attendance~~  
~~11963, 11963.1, 11963.2, 11963.3, 11963.4, 11963.5, 11963.6 SB740 Funding Determination~~

~~11969.1-11969.9 Charter School Facilities~~

~~11967.5 & 11967.5.1 Criteria for the Review and Approval of State Board Charter School Petitions~~

~~11700, 11700.1, 11701, 11701.5, 11702-11705 Independent Study~~

~~11965 Definitions, including Satisfactory Progress and Private Schools~~

~~11969 Numbering of Charter School Petitions~~

~~11967 Appeals on Charter Petitions That Have Been Denied~~

~~UNITED STATES CODE, TITLE 20~~

~~6311 Adequate Yearly Progress~~

~~6319 Qualifications of Teachers and Paraprofessionals~~

~~8061-8067 Charter Schools Program~~

~~8071 Charter School Facilities~~

~~CODE OF FEDERAL REGULATIONS, TITLE 34~~

~~200 Accountability~~

~~ATTORNEY GENERAL OPINIONS~~

~~96-1206 Ops. Cal. Atty. Gen. (1997)~~

~~80 Ops. Cal. Atty. Gen. 52 (1997)~~

~~70 Ops. Cal. Atty. Gen. 297 (1995)~~

~~Management Resources:-~~

~~CSBA PUBLICATIONS~~

~~Charter Schools: A Manual for Governance Teams, 2002~~

~~CDE PUBLICATIONS~~

~~Special Education and Charter Schools: Questions and Answers, September 10, 2002~~

~~USDOE DRAFT NONREGULATORY GUIDANCE~~

~~Charter School Program, August 31, 2003~~

~~The Impact of the New Title I Requirements on Charter Schools, March 24, 2003~~

~~WEB SITES~~

~~CSBA: <http://www.esba.org>~~

~~CDE: <http://www.cde.ca.gov/sp/es/>~~

~~Education Commission of the States: <http://www.ecs.org>~~

~~National Association of Charter School Authorizers: [www.qualitycharters.org](http://www.qualitycharters.org)~~

~~NSBA: <http://www.nsba.org>~~

~~U.S. Department of Education: <http://www.ed.gov>~~

~~8/25/04; 12/13/06A; 10/31/07A~~

~~TUSD Adopted: 02.08.11[Update Date]~~



# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Brian Stephens, Superintendent  
**FROM:** Dr. Sheila Harrison, Associate Superintendent of Educational Services  
**DATE:** May 30, 2019  
**SUBJECT:** Approve School Site Single Plans for Student Achievement and Site Budgets for the 2019/2020 School Year

**BACKGROUND:** Each school site is required to develop a school plan (Single Plan for Student Achievement-SPSA). The SPSA includes an analysis of the prior year's assessment data, an evaluation of the progress toward meeting the goals for that year, establishment of goals and action plans for the new school year, and development of a budget to support the successful implementation of the action plans. The school plans are developed in a collaborative effort of the site administration, school staff, and parents. Each school's plan is approved by their School Site Council. The plans are reviewed by Directors in Educational Services to ensure all areas are addressed and funds are used appropriately. The development of a quality school plan requires sufficient time for all stakeholders to be involved in the process. It is this final product that is submitted to the Board for approval. In the past few years, schools completed a preliminary SPSA in the spring, and then, once they had updated assessment and state accountability data in the early fall, they completed the full data analysis and school plan. With the shift to the new state accountability system that releases updates in December, the timeline for developing school plans has been shifted so that the full data analysis and development of the school plan occurs in the Spring for the following school year. The SPSAs being submitted for approval at this time are for the 2019-20 school year.

**RATIONALE:** State law requires local Governing Board approval of each site's Single Plan for Student Achievement. This item supports District Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or career goals and District Strategic Goal #3: Apply fiscal, operational and community resources to ensure a safe learning environment that supports staff and student goals.

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

**RECOMMENDATION:** Approve School Site Single Plans for Student Achievement and Site Budgets for the 2019/2020 School Year.

**Prepared by:** Tania Salinas, Director of Assessment and Accountability.



# EDUCATIONAL SERVICES MEMORANDUM

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**TO:** Dr. Brian R. Stephens, Superintendent  
**FROM:** Dr. Sheila Harrison, Associate Superintendent of Educational Services  
**DATE:** May 24, 2019  
**SUBJECT:** **Approve K-8 Student Handbook Revisions for the 2019-2020 School Year**

**BACKGROUND:** The K-8 student handbook was last updated and approved prior to the 2018/2019 school year.

**RATIONALE:** To stay current with education code the K-8 student handbook has been reviewed and revised by our Assistant Principals and Attorney at Law, Sally Dutcher. This agenda item supports District Strategic Goals #3: Apply fiscal, operational and community resources to ensure a safe learning environment that supports staff and student goals.

**FUNDING:** N/A

**RECOMMENDATION:** Approve K-8 Student Handbook Revisions for the 2019-2020 School Year

**Prepared by:** Rob Pecot, Director of Student Services and Curriculum.



# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Brian R. Stephens, Superintendent  
**FROM:** Dr. Sheila Harrison, Associate Superintendent of Educational Services  
**DATE:** May 28, 2019  
**SUBJECT:** Approve the Memorandum of Understanding (MOU) Between the Tracy Unified School District and the Tracy Learning Center – Preschool through 12<sup>th</sup> Grade Programs

**BACKGROUND:** The Tracy Unified School District and the Tracy Learning Center (TLC) Charter Schools have had a Memorandum of Understanding (MOU) in place, which was approved by the TUSD Board of Education on March 25, 2014. This current MOU is set to expire on June 30, 2019. The MOU is a contract between the two parties that addresses a range of items including budgetary, audit, special education, and programmatic issues. In an effort to meet the criteria for charter schools oversight which the California Department of Education (CDE) has established, the District has elected to renew the existing MOU, with some changes that reflect current legislation as well as other updates. The document was thoroughly reviewed and approved by the District's charter school legal counsel. The MOU will be in effect for a term of five (5) fiscal years: July 1, 2019 through June 30, 2024

**RATIONALE:** The California Department of Education recommends that districts and charter schools work under an approved Memorandum of Understanding (MOU). The MOU addresses and clarifies funding, financial, budgetary, special education, programmatic and communication issues between the oversight district and the charter school. The MOU also provides deadlines and timelines for submission of required documents, financial reports, audits, etc. The MOU has undergone a thorough review by District legal counsel and District representatives. It is recommended that the Board of Trustees approve the updated MOU between the Tracy Unified School District and the Tracy Learning Center Charter Schools – Preschools, Primary, Discovery, and Millennium. This agenda item supports District Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or career goals; and District Strategic Goal #3: Apply fiscal, operational and community resources to ensure a safe learning environment that supports staff and student goals.

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

**RECOMMENDATION:** Approve the Memorandum of Understanding (MOU) Between the Tracy Unified School District and the Tracy Learning Center – Preschool through 12<sup>th</sup> Grade Programs.

**Prepared by:** Tania Salinas, Director of Assessment and Accountability.



# HUMAN RESOURCES MEMORANDUM

**TO:** Dr. Brian Stephens, Superintendent  
**FROM:** Tammy Jalique, Associate Superintendent for Human Resources  
**DATE:** May 17, 2019  
**SUBJECT:** Approve Establishment of Committee on Assignments

**BACKGROUND:** At the May 28, 2019, Board of Education meeting Board Policy 4113 was revised, and Administrative Regulation 4113 was added to existing board policy. Both BP and AR 4113 deal with teacher assignment. AR 4113 specifically addressed assignment to teach elective courses outside credential authorization and the process for Committee on Assignments.

**RATIONALE:** A Committee on Assignments composed by an equal number of teachers and administrators annually reviews and approves elective assignments within the area of special skills, interests and preparation of a teacher that may otherwise be outside of his/her credential area. By establishing the committee, we have the potential to provide a broader range of elective courses that peak student interest and connect students to our programs. Please see the attached plan for additional information.

This aligns with Strategic Goal #1 - Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or career goals and 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.

**RECOMMENDATION:** Approve Establishment of Committee on Assignments

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

## Tracy Unified School District Plan for Committee on Assignments

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PURPOSE: A district may establish a Committee on Assignments as outlined in EC 44258.7 (c) &(d) to review and approve assignments of teachers with skills and preparation to teach outside their credential area in non-core academic elective courses.

### EC 44258.7 (c) & (d)

(c) A teacher employed on a full-time basis who teaches kindergarten or any of grades 1 to 12, inclusive, and who has special skills and preparation outside of his or her credential authorization may, with his or her consent, be assigned to teach an elective course in the area of the special skills or preparation, provided that the assignment is first approved by a committee on assignments. For purposes of this subdivision an "elective course" is a course other than English, mathematics, science, or social studies. The membership of the committee on assignments shall include an equal number of teachers, selected by teachers, and school administrators, selected by school administrators.

(d) Assignments approved by the committee on assignments shall be for a maximum of one school year, but may be extended by action of the committee upon application by the school site administrator and the affected teacher. All initial assignments or extensions shall be approved prior to the assignment or extension. Districts making assignments under this subdivision shall submit a plan to the county superintendent of schools which shall include, but need not be limited to, the following:

(1) Statements signed by the district superintendent and the president or chairperson of the district governing board, approving the establishment of the committee.

(2) Procedures for selection of the committee membership.

(3) Terms of office for committee members.

(4) Criteria for determining teachers' qualifications for these assignments.

(e) The Commission on Teacher Credentialing may develop and recommend general criteria that may be used by local committees on assignment in assessing a candidate's qualifications.

- Procedures for selection of the committee membership in accordance with EC 44258.7 (c) & (d):
  1. Teachers from the Tracy Educators Association will select three volunteer teacher members by appointment from the Executive Board.
  2. District Administration will select three administrators from school site administration and/or appropriate District level administration.



## Tracy Unified School District Plan for Committee on Assignments

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- Term of Office for Committee Members:  
Teacher and Administrator representatives will be selected annually and serve a one-year term of office on the committee upon Board approval. There are no term limits.
- Criteria to be considered for determining teacher's qualifications for assignment shall include one or more of the following:
  1. College coursework and/or certificate of competence;
  2. Relevant practical experience including volunteer work or extracurricular activities;
  3. Successful completion of relevant professional growth activities/experience;
  4. Results of oral interviews;
  5. Review of portfolio and instructional plan containing evidence of demonstrated knowledge; and
  6. Such other criteria as deemed appropriate by the committee.
- Term of COA Authorization:  
Assignments approved by the COA will be for a maximum of one school year but may be extended in subsequent years by action of the committee upon application of the school site administrator and the affected teacher.
- District Office Administrator responsible for final approval of COA recommendations:

Tammy Jalique, Associate Superintendent for Human Resources

(Name) (Title)

(209) 830-3260 tjalique@tusd.net

(Phone) (Email)

Tracy Unified School District  
Plan for Committee on Assignments

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- Committee Members:

Administrative Representative(s):

<u>Robert Pecot</u>	<u>2019-2020</u>
(Full Name)	(School Year)

<u>Zachary Boswell</u>	<u>2019-2020</u>
(Full Name)	(School Year)

<u>Mary Petty</u>	<u>2019-2020</u>
(Full Name)	(School Year)

Teacher Representative(s):

<u>Marlene Hepner</u>	<u>2019-2020</u>
(Full Name)	(School Year)

<u>Chris Meyers</u>	<u>2019-2020</u>
(Full Name)	(School Year)

<u>Monica Hill</u>	<u>2019-2020</u>
(Full Name)	(School Year)

- This is to certify the establishment of our district Committee on Assignments in accordance with the provisions of ED 44258.7 (c) & (d) on June 11, 2019.

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District Superintendent Signature

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Board President Signature



# HUMAN RESOURCES MEMORANDUM

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**TO:** Dr. Brian Stephens, Superintendent  
**FROM:** Tammy Jalique, Associate Superintendent for Human Resources  
**DATE:** May 30, 2019  
**SUBJECT:** **Approve Tentative Agreement with CSEA for Reclassification and New Job Description for Secretary to the Director of Adult and Career and Technical Education**

**BACKGROUND:** Pursuant to Article XL, Reclassification Requests, of the Master Agreement between Tracy Unified School District (TUSD) and California School Employees Association (CSEA), requests for reclassification/reallocation may be initiated by the classified bargaining unit or by the employee by November 1 of each year. In addition, the District continues the process of updating job descriptions to ensure that they accurately reflect current essential functions of the position, district requirements and any Federal or California Department of Education requirements. As part of the reclassification/reallocation process, the job description for the Secretary to the Director of Adult and Career and Technical Education was created.

A Reclassification/Reallocation Committee consisting of four administrators and four CSEA members met and provided their recommendation to the TUSD and CSEA negotiating teams regarding the various requests. The negotiating teams met several times to consider the recommendations for the Reclassification/Reallocation Committee. The negotiating teams reached tentative agreement on the new job description for Secretary to the Director of Adult and Career and Technical Education. The tentative agreement is attached.

This job description accurately reflects the essential functions, education and experience, skills and qualifications, physical requirements and work environment for the position. In addition, 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:** This position will be funded 80% out of Adult Education and 20% out of General Fund.

**RECOMMENDATION:** Approve Tentative Agreement with CSEA for Reclassification and New Job Description for Secretary to the Director of Adult and Career and Technical Education.

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

**TENTATIVE AGREEMENT**  
**California School Employees Association and its**  
**Tracy Chapter 98 and**  
**Tracy Unified School District**

April 17, 2019

The California School Employees Association and its Tracy Chapter 98 (hereafter "CSEA") and the Tracy Unified School District (hereafter "District") do hereby agree to a tentative agreement to the following new job description:

**TRACY UNIFIED SCHOOL DISTRICT JOB DESCRIPTION**

**POSITION TITLE:** Secretary to the Director of Adult and Career and Technical Education

**DEPARTMENT:** Adult School

**POSITION SUMMARY:**

Under direct supervision of the Director of Adult and Career and Technical Education or designee, provides complex and responsible secretarial, clerical, and record-keeping services relieving the Director of clerical and routine administrative functions; do related work as required.

**ESSENTIAL FUNCTIONS:**

1. Serves as receptionist, takes messages, meets and screens visitors, schedules appointments, meetings, and oversees the Director's calendar, answers inquiries and makes referrals to proper department or individuals in a friendly, positive manner.
2. Serves as vital staff and public relations link through personal, telephone and computer contact: maintains and shares Adult School program information through webpage and other means of communication.
3. Establishes, prepares, completes, submits, maintains and ensures proper use of data, files, and records which may include confidential student, personnel, and payroll records.
4. Assist the Director in recruiting and scheduling certificated and classified personnel including summer school: prepare related employment contracts.
5. Arranges substitute teacher assignments.
6. Oversees the collection, recording, computation and reporting of Adult School data, including for purposes related to State and Federal funding.
7. Works closely with the financial Secretary on Adult School Budget.
8. Attends all staff meetings and is responsible for documenting/taking notes at all meetings.
9. Attends trainings as required.
10. Open, sorts, screens and distributes mail.
11. Types and/or composes correspondence and memos independently or as directed.
12. Processes, prepares and audits a wide variety of reports/agreements/documents accurately and in a timely manner.
13. Maintains files and filing systems; prepares confidential reports.

14. Orders all supplies, materials, and equipment.
15. Prepares schedules for registration, student orientations, class schedules and exams, including summer school.
16. Assist other Adult school office staff.
17. Makes arrangements for meetings and conferences.
18. Operates two-way radio equipment.
19. Maintains regular and prompt attendance in the workplace.
20. Performs other related duties as assigned.

**EDUCATION/EXPERIENCE:**

High School diploma or equivalent required. Minimum of 3 years prior office management/supervisory experience required. The ability to carry out oral and written directions, read, write and speak at a level sufficient to fulfil the duties to be performed for the position described; three years of responsible experience in clerical duties, including at least one year of experience in a school district. Must pass required District testing.

**SKILLS AND QUALIFICATIONS:**

1. Knowledge of intermediate to advanced elements of correct English usage, grammar, spelling, punctuations and vocabulary.
2. Ability to operate standard office equipment.
3. Knowledge of office methods and procedures, including letter and report writing.
4. Knowledge of receptionist and telephone techniques.
5. Knowledge of intermediate computer skills including, but not limited to accounting/purchasing software, inventory software programs, e-mail, work order systems, Microsoft Office applications, and other programs as required.
6. Ability to perform responsible clerical work with speed and accuracy.
7. Ability to interpret and apply policies, laws, rules and regulations.
8. Ability to type at a speed of 50 words per minute from clear copy.
9. Must have strong organizational skills.
10. Ability to maintain professional and cooperative working relationships with those contacted in the course of work.
11. Ability to take responsibility for the preparation of reports and documents; make mathematical calculations with accuracy, spreadsheets, and general communications needs of the department.
12. Ability to meet deadlines.

**PHYSICAL REQUIREMENTS:**

Employees in this position must be able/have the ability to:

1. Sit for extended periods of time.
2. Enter data into a computer terminal/typewriter, operate standard office equipment, and use a telephone.
3. See and read a computer screen and printed matter with or without vision aids.
4. Hear and understand speech at normal levels and on the telephone and other electronic devices.

5. Speak so that others may understand at normal levels and on the telephone and other electronic devices.
6. Stand and/or walk on hard and/or uneven surfaces.
7. Reach overhead, grasp, push/pull up to 25 pounds for short distances.
8. Lift and/or carry up to 25 pounds at waist height for short distances.
9. Bend, squat, stoop and/or climb.

**WORK ENVIRONMENT:**

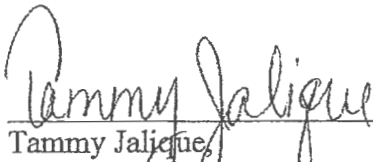
Employees in this position will be required to primarily work indoors in a standard office environment and come in direct contact with school district staff, students, parents, and other public.


**SALARY:** Classified Range 40

**DOS:** 12 months

Board Approved: TBD

Agreed to this 17<sup>th</sup> day of April, 2019 in Tracy California.

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

  
\_\_\_\_\_  
Michael Caulfield,  
President, CSEA Tracy Chapter #98



# HUMAN RESOURCES MEMORANDUM

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**TO:** Dr. Brian Stephens, Superintendent  
**FROM:** Tammy Jalique, Associate Superintendent for Human Resources  
**DATE:** June 3, 2019  
**SUBJECT:** Approve Student Teaching and Practicum Agreement with National University

**BACKGROUND:** Tracy Unified School District currently employs students through a number of colleges and universities. This has aided the District in increasing the number of candidates that are available for a variety of teaching/administrative positions within the district. A contract with National University and Tracy Unified School District will expand options for meeting staffing needs. This agreement will be effective from March 15, 2019 to March 15, 2022.

**RATIONALE:** By adding National University Student Teaching and Practicum Program, the District will expand its pool of applicants. This agenda item meets strategic goal #2: Hire, support, develop, train, and sustain district employees who create a singleness of purpose focused on maximizing students' academic, social, and emotional potential.

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

**RECOMMENDATION:** Approve Student Teaching and Practicum Agreement with National University

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



## NATIONAL UNIVERSITY

### STUDENT TEACHING AND PRACTICUM AGREEMENT

This agreement, effective on March 15, 2019, made by and between National University, a California non-profit public benefit corporation (the "University") and Tracy Joint Unified School District a public entity (the "District"), with reference to the following facts:

#### ARTICLE 1

##### RECITALS

1.1 Section 35160 of the California Education Code provides that the governing board of any school district may initiate and carry on any program or activity, or may otherwise act in any manner which is not in conflict with, or inconsistent with, or pre-empted by, any law and which is not in conflict with the purposes for which school districts are established.

1.2 An agreement by a school district to provide student teaching or practicum experience to students enrolled in an education credential program offered by an institution of higher education approved by the California Commission on Teacher Credentialing (the "Commission") is not inconsistent with the purposes for which schools districts are established.

1.3 The University is accredited by the Western Association of Schools and Colleges, and its education credential programs have been approved by the Commission.

1.4 The University desires that the District provide student teaching to students enrolled in the University's teacher training curricula and/or practicum experience to students enrolled in the University's student counseling and other credential curricula. The District agrees to provide such student teaching and/or practicum experience on the terms and conditions specified in this Agreement.

#### ARTICLES 2

##### DEFINITIONS

2.1 "Student" shall refer to a student enrolled in a program at the University which is approved by the commission and which leads to an education credential

2.2 "Master Teacher" shall refer to an employee of the District holding a valid, clear teaching credential issued by the Commission typically with three or more years teaching experience.

2.3 "Student Teaching" shall refer to the active participation by a Student in the duties and functions of classroom teaching under the direct supervision and instruction of one or more Master Teachers.



2.4 "Student Teaching Assignment" shall typically refer to a full day of Student Teaching, five days a week for 12 to 18 weeks, dependent upon program. Student Teaching Assignments shall satisfy all requirements of the Commission.

2.5 "Practicum Supervisor" shall refer to an employee of the District holding a valid Pupil Personnel Services or other credential issued by the Commission or equivalent certification recognized by the District typically with three or more years experience as a school counselor, school psychologist, school social worker, or other education specialist.

2.6 "Practicum" shall refer to the participation by a Student in the duties and functions of a school counselor, school psychologist, school social worker, or school attendance worker under the direct supervision and instruction of one or more Practicum Supervisors.

2.7 "Practicum Assignment" shall consist of between 90 and 600 hours of Practicum depending upon the specific program requirements.

2.8 "Quarter Unit" shall refer to the amount of academic credit earned by a Student through the successful completion as determined by the University of approximately 25 hours of Student Teaching or between 20 to 40 hours of Practicum.

2.9 School Site-employed supervisors must complete an orientation to the program's expectations to be knowledgeable regarding program curriculum and assessments, including the TPEs and the California Teaching Performance Assessment (CAL TPA). School Site employed supervisors are required to complete a minimum of 10 hours of initial orientation provided through National University on the program curriculum, effective supervision approaches such as cognitive coaching, adult learning theory, and current content-specific pedagogy and instructional practices, program curriculum and assessments, including the TPEs and the CAL TPA.

2.10 School Site with Student Teachers must have a fully qualified administrator.

2.11 University may request use of video capture for candidate reflection and CAL TPA completion to reflect to the extent possible Student Teacher's knowledge, skills, and abilities to instruct TK-12 students while meeting state-adopted academic standards for their program. School Site shall inform Credential Student Teachers of video recording policies in place for the CAL TPA task video capture requirement.

### ARTICLE 3 TERMS AND CONDITIONS

3.1 Student Teaching or Practicum. The District shall provide University students with Student Teaching and/or Practicum in schools and classes of the District under the direct supervision and instruction of a Master Teacher or Practicum Supervisor. The University and the District from time to time shall agree as to the number of students assigned to the District for Student Teaching and/or Practicum.

3.2 District Determination. The District at their sole discretion may refuse to accept, or may terminate, any Student assigned to the District for Student Teaching or Practicum based upon its good faith determination that the Student is not performing to the standards of the District. Upon written notification by the District, the University shall promptly terminate the Student's assignment to the District.

3.3 University Determination. The University shall determine the number of units of

Student Teaching or Practicum each Student shall receive. Students shall be able to be eligible for more than one Student Teaching Assignment and/or Practicum Assignment at the District.

3.4 District Reimbursement. University shall reimburse the District for supervision of Student Teaching or Practicum at the completion of each semester or quarter, based on the number of units earned by the student teacher or by a predetermined amount. The university determines the rate, as set forth in "Exhibit A". The University will make such payment directly to the District. District acknowledges University Payment to Master Teachers depends on the length of supervision where long and/or short assignments are assessed on a pro-rated basis, as set forth in "Exhibit A". District shall submit an invoice based on generated report received from the University Honorarium Specialist. Stipend paid to Master Teachers is based on the amount set forth in "Exhibit A" for supervision of University Student Teachers. The total stipend amount for supervision per student shall not exceed six hundred (\$600). Upon receipt of invoice correlating to the University's Honorarium Specialist report, University shall pay the District at earliest convenience following the date the District's invoice is received.

3.5 Insurance. The District will obtain and maintain a broad form commercial general liability insurance policy with coverage of at least \$1,000,000 (one million) for each occurrence and \$2,000,000 (two million) in the aggregate, with no exclusion for molestation or abuse. The District will provide the University with proof of such insurance upon execution of this Agreement. For purposes of this Agreement, each of the District and the University will provide workers' compensation insurance coverage for their own employees, and Students are not employees of either the District or the University.

University agrees to maintain at least \$1,000,000 (one million) per occurrence and \$2,000,000 (two million) in General Aggregate Liability Insurance coverage, with no exclusion for molestation or abuse. University agrees to provide District with a Certificate of Insurance including an Endorsement/Additional Covered Party Amendatory Endorsement/Additional Insured naming Tracy Joint Unified School District as an additional insured party in conjunction with this Student Teaching and Practicum Agreement.

University agrees that all Students are not employees of the District and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which employees are normally entitled, including but not limited to, State Unemployment Compensation or Workers' Compensation. Students' primary coverage for Student injuries shall be Students' personal medical insurance.

3.6 Termination of Assignment. In the event a Student Teaching Assignment or Practicum Assignment is terminated before it is completed, the District shall receive reimbursement of costs at the rate provided in Article 3.4 pro-rated to the nearest completed Quarter Unit.

3.7 Representations. The University represents that all Students assigned to the District for Student Teaching or Practicum are validly enrolled in a University credential program approved by the Commission. The University makes no other representation, express or implied, about, or assumes any responsibility for, the Student's fitness or qualification to participate in the Student Teaching or Practicum. Nothing in this Agreement shall be construed as a delegation by the District to the University of any of the District's duties and responsibilities for operation or supervision of the schools or classes of the District.

3.8 Certificate of Clearance. In accordance with California Education Code Section 44320, each credential candidate prior to assignment to District must obtain at their sole expense a "Certificate of Clearance," which includes a complete Live Scan Service. The University will ensure that student's receive a Certificate prior to beginning their assignment in the district or hold a valid document issued by the CTC accounting for fingerprint clearance.

3.9 Tuberculosis Clearance. In accordance with California Education Code Section 49406, each credential candidate prior to assignment to District must obtain at the candidate's sole expense an examination by a licensed physician or surgeon within the past 60 days to determine that he or she is free of active tuberculosis, prior to beginning the candidate's assignment in the District.

3.10 Video Assessment. District and University agree the use of video recording equipment on any District property, including but not limited to, District classrooms, is solely for the purpose of assessing student teachers as part of the credentialing process. The District shall provide University Site Support Providers with any or all applicable rules, regulations, and instructions relating to the assessment of student teachers. The University and District agree no video recording of any student teacher will occur without prior written notification of the name of the student teacher as well as date, time, and location of the video recording to the principal of the school where the video recording is to take place. Principal of the school within the District shall provide written approval of said recording; subject to the parent/guardian authorizations set forth in section 3.12 of this agreement.

3.11 Control, Supervision, Evaluation of Video Recording. The control, supervision, evaluation, and/or direction of all student teachers and any other University personnel in connection with the assessment of the student teachers, including, but not limited to, all classroom video recording of the student teachers, shall be at the University's sole discretion.

The University and District agree no video recording of any District student shall be permitted to occur without the express written approval and authorization from the students' parent/guardian.

3.12 Confidentiality of Student Records. For purposes of this Agreement and any University Program Agreement, pursuant to the Family Educational Rights and Privacy Act of 1974 (FERPA), University designates District and its Facilities/Educational Sites as having a legitimate educational interest in the educational records of any student who participates in the Student Teaching and Practicum experience to the extent that access to the records is required by District programs or facilities to which the student is assigned to carry out the relevant educational experience. District and its organizational components (i.e., programs) agree to maintain the confidentiality of each Student's educational record in accordance with the provisions of FERPA.

3.13 Confidentiality of District Pupil Records. No Student will have access to or have the right to receive any District pupil records, except to the extent necessary in the regular course of assisting in providing services to pupils as part of the Student Teaching or Practicum experience. The discussion, transmission, or narration in any form by Students of any individually identifiable pupil information, educational, medical or otherwise, which is obtained in the course of the Student Teaching or Practicum experience, is forbidden except as a necessary part of the practical experience. To the extent a Student is given access, they are subject to the privacy regulations outlined in the Family Educational

Rights and Privacy Act, 20 U.S.C. § 1232g; 34 C.F.R. Part 99, as amended ("FERPA"). Otherwise, Students shall use de-identified information only (and not personally identifiable pupil information) in any discussions about the Student Teaching or Practicum experience with University, its employees, agents or others.

3.14 Publicity. Neither University nor District shall cause to be published or disseminated any advertising materials, either printed or electronically transmitted, which identifies the other party or its facilities with respect to this Agreement, without the prior written consent of the other party. In addition, neither party may use the names, logos, or trademarks of the other party without its prior written consent.

#### **ARTICLE 4** **GENERAL PROVISIONS**

4.1 Term. This Agreement shall commence as of the date hereof and shall expire in three (3) years on March 15, 2022. Prior to expiration either party may give the other party 30 days' written notice of its intent to terminate the Agreement. The termination of the Agreement shall be effective upon the date specified in such written notice. Provided, however, all Students receiving Student Teaching or Practicum from the District as of the date of such notice shall be permitted to complete their Student Teaching Assignment or Practicum Assignment so long as said student is not the cause of the termination of the agreement.

4.2 Attorney's Fees. In the event any party hereto commences litigation for the interpretation, specific performance, or damages for the breach of this Agreement, the prevailing party shall be entitled to a judgment or award against the other in an amount equal to reasonable attorney's fees and expenses incurred, together with all other appropriate legal or equitable relief.

4.3 Notices. All notices, demands, or other communications given under this Agreement shall be in writing and shall be deemed to have been duly given as of the second business day after mailing by United States mail, postage pre-paid addressed to the addresses on page four hereof, or to such other address or to such other person as any party hereto shall designate to the other for such purposes in the manner hereinabove set forth. Personal delivery of such notice, demand, or communication may also be made to the above-described addressees and shall be deemed given as of the date of such delivery.

4.4 Integration Clause. This Agreement contains the entire agreement between the parties relating to the transactions contemplated hereby and all prior or contemporaneous agreements, understandings, representations, and statements, whether oral or written, are merged herein. No modification, waiver, amendment, discharge, or change to the Agreement shall be valid unless the same is in writing and signed by the party against which the enforcement of such modification, waiver, amendment, discharge, or change is or may be sought.

4.5 General Provisions. This Agreement (i) shall be binding upon and inure to the benefit and be enforceable by the parties hereto and their respective legal representatives, successors, or assigns, (ii) may be executed in any number of counter-parts, each of which may be deemed to be an original, but all of which together shall constitute one and the same instrument, (iii) shall be construed and enforced in accordance with the laws of the State of California, and (iv) has been executed at San Diego, California as of the last date set forth below.

4.6 Mutual Indemnification. University shall defend, indemnify and hold District, its Board, officers, employees, agents, and volunteers harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees) or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of University its Board, officers, agents, or students.

District shall defend, indemnify and hold University, its Board, its officers, employees and agents harmless from and against any and all liability, loss, expense (including reasonable attorney's fees) or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of District, its Board, officers, agents, employees or volunteers.

4.7 Arbitration. In the event of any dispute, claim, question, or disagreement arising from or relating to this agreement or the breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question, or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. If they do not reach such solution within a period of 60 days, then, upon notice by either party to the other, all disputes, claims, questions, or differences shall be finally settled by arbitration administered by the American Arbitration Association in accordance with the provisions of its Commercial Arbitration Rules.

NATIONAL UNIVERSITY, a California  
non-profit public benefit corporation

Tracy Joint Unified School District

By \_\_\_\_\_  
Dave C. Lawrence, MBA, EdD  
Vice Chancellor, Finance

By \_\_\_\_\_  
Signature

Date \_\_\_\_\_  
National University  
School of Education  
11255 N. Torrey Pines Road  
La Jolla, CA 92037

By \_\_\_\_\_  
Name Typed or Printed

Title \_\_\_\_\_

Date \_\_\_\_\_

For contact/contract return:  
Isabel Gonzalez  
Credentials Contract Coordinator  
National University  
9980 Carroll Canyon Road  
San Diego, CA 92131  
(858) 642-8310  
credcontracts@nu.edu

District Address/Telephone:

\_\_\_\_\_  
Street

\_\_\_\_\_  
City State Zip

\_\_\_\_\_  
Phone

## EXHIBIT A

### Student Teaching & Practicum Programs

**District and University** wish to partner to support the following Student Teaching & Practicum Programs:

Teacher Education Credential  
 Special Education Credential  
 Preliminary Administrative Services Credential  
 Pupil Personnel Services Credential – School of Counseling  
 Pupil Personnel Services Credential – School of Psychology

### Honorariums:

University shall reimburse District a predetermined amount for supervision of each student teaching or practicum course. Rate is determined by periods supervised (Attachment A). Total stipend amount per student shall not exceed six hundred (\$600) dollars. District must submit an invoice based on generated report received from University Honorarium Specialist. Upon receipt of invoice, University shall pay District one month following invoice date.

Honorariums are based on amount of supervision. Student Teaching and Practicum courses each carry a stipend amount of \$300 per course. A maximum of \$600 can be earned for each student. See breakdown below:

Traditional Setting			Block Setting		
One Period	25%	$\$300 \times .25 = \$75$	One Period	33%	$\$300 \times .33 = \$99$ rounded to \$100
Two Periods	50%	$\$300 \times .50 = \$150$	Two Periods	66%	$\$300 \times .66 = \$198$ rounded to \$200
Three Periods	75%	$\$300 \times .75 = \$225$	Three Periods	100%	3 periods = \$300
Four or More Periods	100%	4 periods or more = \$300	*****	*****	*****

Honorariums for Practicum courses of Educational Counseling and School Psychology programs are \$150.00 each. See breakdown below:

Traditional Setting			Block Setting		
One Period	25%	\$37.50	One period	33%	\$50.00
Two Periods	50%	\$75.00	Two Periods	66%	\$100.00
Three Periods	75%	\$112.50	Three Periods	100%	\$150.00
Four Periods	100%	\$150.00	*****	*****	*****