

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

**DATE: TUESDAY, MAY 28, 2019**

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

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

**A G E N D A**

- |                |  |                |
|----------------|--|----------------|
| <b>1.</b>      | <b>Call to Order</b>   | <b>Pg. No.</b> |
| <b>2.</b>      | <b>Roll Call – Establish Quorum</b><br>Board: S. Abercrombie, 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. |                |
| <b>3.1</b>     | <b>Administrative &amp; Business Services:</b> None.   |                |
| <b>3.2</b>     | <b>Educational Services:</b>   |                |
| <b>3.2.1</b>   | Finding of Fact #18-19/#81, #18-19/#82, #18-19/#83, #18-19/#84, #18-19/#85, #18-19/#86   |                |
| <b>3.2.2</b>   | Reinstatement – AR#18-19/#17   |                |
| <b>Action:</b> | Motion__ ; Second__ . <b>Vote:</b> Yes__ ; No__ ; Absent__ ; Abstain__   |                |
| <b>3.2.3</b>   | Expungement – West High - 10303541   |                |
| <b>Action:</b> | Motion__ ; Second__ . <b>Vote:</b> Yes__ ; No__ ; Absent__ ; Abstain__   |                |
| <b>3.3</b>     | <b>Human Resources:</b>  |                |
| <b>3.3.1</b>   | Approve Resignation Agreement and Release of All Claims #UC 1163   |                |
| <b>Action:</b> | Motion__ ; Second__ . <b>Vote:</b> Yes__ ; No__ ; Absent__ ; Abstain__   |                |
| <b>3.3.2</b>   | Release Probationary Classified Employees #UCL-326 Utility Person II   |                |
| <b>Action:</b> | Motion__ ; Second__ . <b>Vote:</b> Yes__ ; No__ ; Absent__ ; Abstain__   |                |
| <b>3.3.3</b>   | Release Probationary Classified Employees #UCL-327 Preschool Instructor  |                |
| <b>Action:</b> | Motion__ ; Second__ . <b>Vote:</b> Yes__ ; No__ ; Absent__ ; Abstain__   |                |
| <b>3.3.4</b>   | Consider Public Employee/Employment/Discipline/Dismissal/Release   |                |
| <b>Action:</b> | Motion__ ; Second__ . <b>Vote:</b> Yes__ ; No__ ; Absent__ ; Abstain__   |                |
| <b>3.3.5</b>   | Conference with Labor Negotiator   |                |

Agency Negotiator: Tammy Jalique  
Associate Superintendent of Human Resources  
Employee Organization: CSEA, TEA

**4. Adjourn to Open Session**

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

**6. Closed Session Issues:**

**6a** Finding of Fact #18-19/#81, #18-19/#82, #18-19/#83, #18-19/#84, #18-19/#85, #18-19/#86

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

**6b** Report Out of Action Taken on Reinstatement – AR#18-19/#17

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

**6c** Report Out of Action Taken on Expungement – West High - 10303541

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

**6d** Report Out of Action Taken on Approve Resignation Agreement and Release of All Claims #UC 1163

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

**6e** Report Out of Action Taken on Release Probationary Classified Employees #UCL-326 Utility Person II

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

**6f** Report Out of Action Taken on Release Probationary Classified Employees #UCL-327 Preschool Instructor

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

**7. Approve Regular Minutes of May 14, 2019.**

**1-7**

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

**8. Student Representative Reports:** None.

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

**9.1 Tracy High School Presentation**

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

**10.1 Administrative & Business Services:**

**10.1.1 Discussion of Homeless Population**

**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:** None.

**12.2 Educational Services:** None.

**12.3 Human Resources:**

- |               |   |          |
|---------------|---|----------|
| <b>12.3.1</b> | Receive Public Comments Regarding Negotiations with the California School Employees Association (CSEA) and the Tracy Unified School District (TUSD) | <b>8</b> |
|---------------|---|----------|

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

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

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

**13.1 Administrative & Business Services:**

- |               |   |              |
|---------------|---|--------------|
| <b>13.1.1</b> | Ratify Routine Agreements, Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda   | <b>9-11</b>  |
| <b>13.1.2</b> | Accept the Generous Donations From the Various Individuals, Businesses, and School Site Parent Teacher Associations Listed Herein With Thanks and Appreciation From the Staff and Students of the Tracy Unified School District | <b>12-13</b> |

**13.2 Educational Services:**

- |               |   |              |
|---------------|---|--------------|
| <b>13.2.1</b> | 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  | <b>14-20</b> |
| <b>13.2.2</b> | 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 I Summer Program  | <b>21-24</b> |
| <b>13.2.3</b> | 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  | <b>25-31</b> |
| <b>13.2.4</b> | Approve Agreement for Special Contract Services with Houghton Mifflin Harcourt for Data Insight Services for the 2019-2020 School Year  | <b>32-41</b> |
| <b>13.2.5</b> | Approve Overnight Travel for Kimball High School (KHIS) Cheerleaders to Attend Cheer Camp at UC Santa Cruz June 26-28, 2019   | <b>42</b>    |
| <b>13.2.6</b> | 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 | <b>43-49</b> |
| <b>13.2.7</b> | 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  | <b>50-56</b> |

- 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 **57-60**
- 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 (NAEHYC) - 31st Annual Conference in Washington DC, November 2-5, 2019 **61-62**
- 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 **63-69**
- 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 **70-73**
- 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 **74**
- 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 **75-78**
- 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 **79-82**
- 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 **83-86**

### **13.3 Human Resources:**

- 13.3.1** Accept Resignations/Retirements/Leave of Absence for Classified, Certificated, and/or Management Employment **87-88**
- 13.3.2** Approve Classified, Certificated, and/or Management Employment **89-91**
- 13.3.3** Receive Peer Assistance and Review Annual Report for the 2018-2019 School Year (Report) **92-95**

**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** Authorize Refurbishment of the Transportation Department Bus Wash Station **96-99**
- Action:** Motion \_\_; Second \_\_. **Vote:** Yes \_\_; No \_\_; Absent \_\_; Abstain \_\_
- 14.1.2** Approve the Award of Request for Proposal (RFP) for Non-Commodity Food and Non-Food Items (Separate Cover Item) **100**
- Action:** Motion \_\_; Second \_\_. **Vote:** Yes \_\_; No \_\_; Absent \_\_; Abstain \_\_
- 14.1.3** Adopt Board Bylaws to Be Compliant with CSBA Guidelines (First Reading) (Separate Cover Item) **101**

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

**14.2 Educational Services:**

**14.2.1** Approve Adoption of Instructional Materials for International Baccalaureate Courses I History of the Americas I and I History of the Americas II **102-103**

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

**14.2.2** Adopt Revisions to Board Policy (BP) 0420.4 and Acknowledge Revisions to Administrative Regulation (AR) 0420.4 Charter Schools (First Reading) **104-124**

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

**14.3 Human Resources:**

**14.3.1** Adopt Board Policies to Be Compliant with Education Code Credentialing Requirements (Second Reading) **125-128**

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

**14.3.2** Adopt the District's Initial Bargaining Proposal for the California School Employees Association for the 2019-2020 School Year **129-130**

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

**14.3.3** Approve Student Teaching Agreement with California State University, Stanislaus **131-137**

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

**14.3.4** Approve Superintendent's Contract (Separate Cover Item) **138**

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

**14.3.5** Adopt Resolution 18-22. Authorizing the Elimination of Certain Classified Positions Due to Lack of Work or Lack of Funds **139-141**

**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 11, 2019

**17.2** June 25, 2019

**17.3** August 13, 2019

**17.4** 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.

THE COMPLETE AGENDA CAN BE FOUND AT <https://www.tracy.k12.ca.us/Board/Board%20Meeting%20Agendas/Forms/AllItems.aspx>

**Minutes of  
Regular Meeting of the Governing Board  
For Tracy Unified School District  
Held on Tuesday, May 14, 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, S. Kaur, B. Pekari, J. Silcox, L. Souza  
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/#68, #18-19/#69, #18-19/#70, #18-19/#71, #18-19/#73, #18-19/#76, #18-19/#77, #18-19/#78, #18-19/#79, #18-19/#80  
**Action:** **Action:** Kaur, Souza. **Vote:** Yes-6; No-0; Abstain-2 (Costa, Souza)
- 6b Report Out of Action Taken on Consider Leave of Absence Requests for Certificated Employees #UC-1159, UC-1160 and UC-1161, Pursuant to Article XX  
**Action:** **Vote:** Yes-5; No-0; Absent-2(Costa, Souza)
- 6c Report Out of Action Taken on Accept Statement of Charges #UC 1163  
**Action:** **Pulled.** **Vote:** None.
- 6d Report Out of Action Taken on Consider Paid Leave of Absence Request for Certificated Employee #UC-1162, Pursuant to Article XX  
**Action:** **Denied.** **Vote:** Yes5-0; No-0; Absent-2(Costa, Souza)
- 6e Report Out of Action Taken on Consider Non-Paid Leave of Absence Request for Classified Employee #UCL- 326, Pursuant to Article XXIII  
**Action:** **Approved.** **Vote:** Yes-5; No-0; Absent-2(Costa, Souza)
- President Abercrombie read a statement about Board Member Alexander speaking at a city council meeting. Mr. Alexander had identified himself as a TUSD board member and Mr. Abercrombie felt he should only speak as a resident. The topic was about homeless students and President Abercrombie did not agree with statements that he made. He also clarified the definition of “homeless” as it pertains to a student.
- Minutes:** **Approve Regular Minutes of April 9, 2019**  
**Action:** Pekari, Souza. **Vote:** Yes-7; No-0.
- Employees Present:** J. Nott, R. Riddle, M. Hill, L. Flores, D. Schneider, A. Flores, J. Quintana, R. Pecot, S. Wichman, Z. Boswell, S. Behnam, R. Moehnke
- Press:** G. Moore, Tracy Press

**Visitors Present:**

J. Dement, G. Coronado, B. Mendez, A. Villela, A. Barba, L. Valadez

**Student Rep  
Reports:**

**Kimball High:** Gabriel Coronado reported that the end of the year is finally here. Students have been celebrating academics with a Block K ceremony. Tomorrow is senior awards night in the theatre. Seniors are excited to graduate in less than 2 weeks and are looking forward to their grad night trip to Magic Mountain and senior beach day. AP students have been taking AP exams and finals are coming up. After school tutoring is provided for students who need help. Leadership has been busy and the spring sports rally was a blast. Teacher Appreciation Week kept students busy. They created posters and provided a coffee bar for teachers. Next year's planning is looking good. Sports teams are having their banquets. The theatre just closed and performances are done. Next year's place will be "To Kill A Mocking Bird" and "Beauty and the Beast". He thanked the board for listening to his comments this year.

**Stein High:** Kristhine Frias was unable to attend the meeting.

**West High:** Briana Mendez and Alexis Villela reported that there are 8 more days of school. On May 3<sup>rd</sup> the Space and Engineering held the annual star gazing night and it was a big hit. The next morning students took the SAT which lasted 5 hours. Relay for Life was held right after that and it was a great day. West High had a spin the wheel booth. Two boys from West won the pie eating contest. The track team took home several titles and hurdler, Warren Williams, claimed first in the 110-meter high hurdles. The girls' softball team has playoffs this week. Varsity baseball took the win with 2 out of 3. Last week was Teacher Appreciation Week. They enjoyed breakfast catered by Black Bear Diner who also catered their senior breakfast. Coming up is grad night at Magic Mountain, Senior Beach Day, graduation practice, graduation and summer break. They have enjoyed being board reps. They wish Alyssa the best of luck at Long Beach.

**Tracy High:** Alyssa Barba reported that the seniors attended the Ag Sci and IB awards nights. Students are busy taking AP and IB tests for college credit. They have their 2<sup>nd</sup> annual senior week that includes free tacos, coffee and donuts, beach day, wings and Mountain Mikes. Seniors will be attending grad night at Magic Mountain. Spring Fever Week celebrated spring sports with dress up days and followed by Teacher Appreciation Week. They provided teachers with coffee, breakfast and special notes. Leadership finished commissioner interviews and acceptance letters are out tomorrow. The Lisa Project was held last week and on May 4<sup>th</sup> students walked Lincoln Park for Relay for Life. Two sports teams made playoffs: baseball and softball. They are hope they will bring home the title. She's enjoyed holding this position and presenting to the board.

**Recognition &  
Presentations:**

**9.1** Recognize the West High Boys' Volleyball Team for Winning the TCAL League Title

Dr. Sheila Harrison, Associate Superintendent of Educational Services, recognized and congratulating the team for capturing the TCAL League Championship. This was the first season of the sport and none of the players had played on an organized team before. They finished the season 8-1 in the league. The team along with their coaches received certificates.



## 9.2 West High School Presentation

Principal Dr. Zachary Boswell, reviewed the schoolwide learner outcomes. He brought 2 students in the Space and Engineering Program, who described their projects. One student presented his project, Emergency Alert Relay System (EARS). It is meant to relieve anxiety when you have to prepare for an emergency. School shootings inspired him to do this. He showed his device that you just press a button and it will text and email to teachers and notify them to call 911. It is low maintenance and easy to install. He received input from teachers and staff. He received positive feedback and constructive criticism. He would like to implement it into a school to feel safe. Another student presented his project to create objects connected to the internet. He is a musician and their instruments would be in a security case to protect them during concerts and large events so that no one would take them by mistake or take their reeds and mouthpieces needed to play. He created 156 lines of code and rough draft of a security case. If the case opens without a code, it will ring and send a text that says broken into. If he puts in a code. After 3 attempts, it will text that someone is attempting to break in. There are several projects that stem out of security.

### Information & Discussion Items:

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

**10.2 Educational Services:**

**10.2.1** Receive Report on Proposed Instructional Materials for International Baccalaureate History of the Americas Courses

Director of Instructional Media Center, Dr. Debra Schneider, presented a power point. She reviewed the course progression. Mr. Chitwood, a Tracy High teacher who teaches this course also spoke and explained that these texts have updated content, support for student inquiry and multiple perspectives across topics and eras. The next steps will be to request board approval at the May 28<sup>th</sup> meeting. Once approved IMC will submit a purchase requisition after July 1 and process the materials to check out to teachers in the Fall.

### Hearing of Delegations

**11.** Juana Dement is here to request an investigation on Lori Souza and Steve Abercrombie for violation of Board Bylaws 9200, 9010 and 9012. She read various posts written by them on Facebook. She feels that they failed to use standards of communication established by TUSD. She also submitted a request for records.

Renee Riddle commented that a school board member brought up the issue of using city transportation to bus children. She stated that CSEA is concerned as the city bus drivers do not have specific certificates or equipment to do so. She feels we should cut down on using charter bus because it costs less to use TUSD buses.

### Public Hearing:

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

### Consent Items:

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

**Action:** Approved, except for pulled Items 13.2.8 and 13.2.20.  
Kaur, Silcox. **Vote:** Yes-7; No-0.

**13.1 Administrative & Business Services:**

- 13.1.1** Approve Accounts Payable Warrants (March and April, 2019)  
(Separate Cover Item)
- 13.1.2** Ratify Measure B Related Expenditures and Notice of Completions  
Which Meet the Criteria for Placement on the Consent Agenda
- 13.1.3** Ratify Routine Agreements, Expenditures and Notice of Completions  
Which Meet the Criteria for Placement on the Consent Agenda
- 13.1.4** Accept the Generous Donations From the Various Individuals,  
Businesses, and School Site Parent Teacher Associations Listed Herein  
With Thanks and Appreciation From the Staff and Students of the Tracy  
Unified School District
- 13.1.5** Accept and Review the Status of School Connected  
Organization/Booster Club Applications Submitted for the 2018/19  
School Year
- 13.1.6** Approve Payroll Reports (March and April, 2019)
- 13.1.7** Approve Revolving Cash Fund Reports (March and April, 2019)
- 13.1.8** Approve Entertainment, Assembly, Service, Business and Food Vendors

**13.2 Educational Services:**

- 13.2.1** Approve Agreement for Special Contract Services with San Joaquin  
County Office of Education for the Artist-in-Residence Program at  
Central School, Art Freiler School, Villalovo School, Hirsch School  
and Jacobson School for the 2019 -2020 School Year
- 13.2.2** Renew the Annual Advancement Via Individual Determination (AVID)  
Agreement between TUSD and the AVID Center for Kimball High  
School, Tracy High School, West High School, George Kelly School,  
Monte Vista Middle School, North School, Poet-Christian School, and  
Williams Middle School for the 2019-20 School Year
- 13.2.3** Approve Agreement for Special Contract Services with California State  
University, Stanislaus to Provide Professional Development Literacy  
Workshops through the Greater Valley Writing Project with an  
Emphasis on English Learners for Bohn Elementary for the 2019-2020  
School Year
- 13.2.4** Approve Out of State Travel for Educational Services Staff to Present  
At and Attend the Model Schools Conference by the International  
Center for Leadership in Education in Washington, D.C., June 23-26,  
2019
- 13.2.5** Approve Overnight Travel for Kimball High Senior Class to Attend  
Grad Night at Magic Mountain on May 16-17, 2019
- 13.2.6** Approve Overnight Travel for Kimball High School (KHS) HOSA:  
Future Health Professionals Student Members and Advisor to Participate  
in the International Leadership Conference (ILC) in Orlando, Florida on  
June 19-22, 2019
- 13.2.7** Approve Overnight Travel for the Kimball High School (KHS)  
Yearbook Design Students to Attend the Bay Area Yearbook Seminar at  
UC Santa Cruz, CA June 25-27, 2019
- 13.2.8** 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

- 13.2.9 Approve Agreement for Special Contract Services with Joni Dickson Garcia, LMFT to Provide Mental Health Services to TUSD Pre-Schools during the 2019-20 School Year
- 13.2.10 Approve Agreement for Special Contract Services with Women's Center Youth and Family Services to Provide Parenting Classes at TUSD Schools during the 2019-2020 School Year
- 13.2.11 Three Teachers to Attend the Professional Learning Communities at Work Institute in Las Vegas, Nevada on June 2-6, 2019
- 13.2.12 Approve Agreement for Special Contract Services with Curriculum Associates LLC for Training on IED and CIBBS Assessments for Special Education Teachers
- 13.2.13 Ratify Contract for Nonpublic, Nonsectarian School Services with North Valley School – Santa Rosa Division of VTC  
(Separate Cover Item)
- 13.2.14 Ratify Agreement for Special Contract Services with Dr. Kara Lemke for Independent Educational Evaluation/Psycho-Educational Assessment
- 13.2.15 Approve Teacher Residency Grant
- 13.2.16 Approve Light Grant Funding for the 2019-20 George & Evelyn Stein Continuation High School – Practical Skills to Develop Creative Interdisciplinary Literacy (Separate Cover Item)
- 13.2.17 Approve Overnight Travel for the Tracy High School Girls Varsity Volleyball Team to Attend the Hard Driven Volleyball Challenge Tournament in Clovis, CA on September 20-21, 2019
- 13.2.18 Approve Agreement for Special Contract Services with Parent Institute for Quality Education (PIQE) to Provide Parent Engagement Training at West High during the 2019-2020 School Year
- 13.2.19 Approve Overnight Travel for West High School Track Team and Three Coaches to Attend CIF State Championships on May 24–May 26, 2019
- 13.2.20 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
- 13.2.21 Approve Overnight Travel for West High School Varsity Volleyball Team for the 2019– 2020 Season
- 13.2.22 Approve Overnight Travel for 2019-2020 West High School Yearbook Staff to Attend Yearbook Camp at University of the Pacific in Stockton, CA. July 16-19, 2019
- 13.2.23 Receive Update on Quarterly Williams Uniform Complaint Report for the Quarter Ending April 15, 2019

**13.3 Human Resources:**

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

**Action Items:**

**14.1 Administrative & Business Services:**

- 14.1.1** Approve 0.25 Cent Increase to Meal Prices for the 2019-2020 School Year to be Compliant with the Healthy, Hunger-Free Kids Act of 2010  
**Action:** Silcox, Alexander. **Vote:** Yes-7; No-0.
- 14.1.2** Adopt Resolution No. 18-19 Authorizing Temporary Loans between Funds for the 2019/20 School Year  
**Action:** Souza, Alexander. **Vote:** Yes-7; No-0.
- 14.1.3** Adopt Resolution # 18-21, Authorizing and Defining Names to Sign Orders on School District Funds  
**Action:** Pekari, Kaur. **Vote:** Yes-7; No-0.
- 14.1.4** Adopt Board Bylaws to Be Compliant with CSBA Guidelines (Second Reading)  
**Action:** Souza, Pekari. **Vote:** Yes-7; No-0.
- 14.2 Educational Services:** None.
- 14.3 Human Resources:**
- 14.3.1** Adopt Board Policies to Be Compliant with Education Code Credentialing Requirements (First Reading)  
**Action:** Costa, Pekari. **Vote:** Yes-7; No-0.
- 14.3.2** Acknowledge Receipt of California School Employees Association's (CSEA) Sunshine Proposal for the 2019-2020 School Year.  
**Action:** Alexander, Silcox. **Vote:** Yes-7; No-0.
- 14.3.3** Approve Declaration for a Provisional Internship Permit  
**Action:** Pekari, Costa. **Vote:** Yes-7; No-0. \_\_\_\_
- 14.3.4** Authorize the Declaration of Need for the 2019-2020 School Year  
**Action:** Pekari, Kaur. **Vote:** Yes-7; No-0. \_\_\_\_
- 14.3.5** Receive the District's Initial Bargaining Proposal for the California School Employees Association for the 2019-2020 School Year  
**Action:** Silcox, Costa. **Vote:** Yes-7; No-0.

#### **Board Reports:**

Trustee Silcox attended the Tracy High Special Ed Luau. They invited special ed students countywide. Ms. Carter and leadership plan the annual event. He also enjoyed the JROTC year-end awards banquet. He thinks that is one of the best programs in the district. Trustee Souza attended The Lisa Project at Tracy High. This is very important to her. She read a statement regarding the April 16<sup>th</sup> City Council meeting where Trustee Alexander spoke on behalf of TUSD. She did not agree with his statements. Trustee Kaur agrees with Trustee Souza regarding the city council meeting. She thanked teachers, students and staff members that work with organizations that helps provide meals. She commended Southwest Park Teacher, Sara Empie, for the First Impressions Program. Students got to go to the courthouse and learn. She congratulated the district for the Central School Ribbon Cutting. It's a beautiful school. Trustee Alexander commented that he spoke at the council meeting as an individual, not as a school board member. He was given information when he became a trustees. He has a duty to stand up for children in our community. It is a shame that we have students that are homeless. We send teachers to conferences but can't do more for our students. He did not speak for the board, he spoke for himself, and will continue to speak for himself. Trustee Costa was invited to the West High student panel. There were several students from each grade level, teachers and administration. They had prepared questions.

West High has a positive culture where you feel like you belong. She also attended the Central School Ribbon Cutting. She thanked the community for passing the bond. It's a beautiful school. She also attended the West High senior awards which is why she missed closed session tonight. One of the highest honors of being a board member was giving her granddaughter her diploma. This year they asked her to help present scholarships. One to an FFA student and one to a leadership student. It nice to give back to students going on to college. Trustee Pekari commented that it is a busy and rewarding time of year with a lot of great activities going on. West High's awards are tonight and Tracy High was last night. There was over \$350,000 given away in scholarships and grants. Tomorrow is Kimball's event in their theatre. He had the opportunity to attend The Lisa Project. He attended several years ago when it was at the mall. It impacted his daughter and friend. He thanked Leprino Foods and the Child Abuse Prevention Council for the support they bring to our schools. He attended the African American Education Association to see 8<sup>th</sup> grade kids celebrating and going on to high school. PAL is in partnership with TUSD and sponsors and supports our kids. Last Monday we recognized staff and administration for their service and retirees. Trustee Abercrombie passed.

**Superintendent  
Report:**

Dr. Stephens commented on the Hire Me First Program through the Trach Chamber. It helps students get skills to get jobs. They had luncheons at all 3 high schools. Last week, we held the volunteer luncheon where each site selected a volunteer to honor. It was a very impressive group of volunteers and all they have done for our district. The Central School Ribbon Cutting event was great. When you pass 3 school bonds in 10 years it shows the support of the community. This has been an exceptional school year. We are tired but very pleased to be part of TUSD. Staff has done a great job.

**Adjourn: 8:10 pm**

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Clerk

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Date



# HUMAN RESOURCES MEMORANDUM

**TO:** Dr. Brian Stephens, Superintendent  
**FROM:** Tammy Jalique, Associate Superintendent for Human Resources  
**DATE:** May 17, 2019  
**SUBJECT:** Receive Public Comments Regarding Negotiations with the California School Employees Association (CSEA) and the Tracy Unified School District (TUSD)

**BACKGROUND:** The California School Employees Association and its Tracy Chapter 098, has submitted their Sunshine Public Notice Negotiation Reopeners at the regularly scheduled board meeting on May 14, 2019. The District presented its initial bargaining proposal at the board meeting on May 14, 2019.

**RATIONALE:** This item is intended to provide an opportunity for the public to Comment as provided in Government Code 3547 regarding negotiations.

**FUNDING:** N/A

**RECOMMENDATION:** Receive Public Comments Regarding Negotiations with the California School Employees Association (CSEA) and the Tracy Unified School District (TUSD).

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



# BUSINESS SERVICES MEMORANDUM

**TO:** Dr. Brian Stephens, Superintendent  
**FROM:** Dr. Casey Goodall, Associate Superintendent for Business Services  
**DATE:** May 17, 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**  
**May 28, 2019**  
**SUMMARY OF SERVICES**

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A. Vendor: All City Management  
Site: Bohn Elementary School  
Item: Agreement  
Services: School crossing guard services at Bohn School for the 2018-2019 school year.  
Cost: \$11,821.00  
Project Funding: General Fund

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B. Vendor: School Services of California, Inc.  
Site: Tracy Unified School District  
Item: Agreement  
Services: The Business Services division has contracted for many years with School Services of California, Inc. Their services are critical to budget development and implementation. In addition, their information services provided guidance on management issues unavailable from other sources.  
Cost: \$3,900.00  
Project Funding: Unrestricted General Fund

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C. Vendor: CODESP Public HR  
Site: Human Resources Department  
Item: Member Service Agreement  
Services: CODESP provides online employment selection materials and training presentations, such as, Interview Builder and supplemental application forms and situational, performance, and writing exercises.  
Cost: \$2,200.00  
Project Funding: General Fund

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D. Vendor: Ingenium  
Site: District-wide  
Item: Open Purchase Order  
Services: Packaging, transporting, and disposal of hazardous and universal waste as required by the Department of Toxic and Substance Control and San Joaquin County Environmental Health.  
Cost: \$25,000.00  
Project Funding: Environmental Compliance

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E. Vendor: SPURR  
Site: District-wide  
Item: Five (5) Year Agreement (Expires June 30, 2020)  
Services: SPURR is a California joint powers authority that operates an aggregated natural gas acquisition program for public K-12 school districts.  
Cost: \$220,000.00  
Project Funding: General Fund

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F. Vendor: RGM & Associates  
Site: Adult School  
Item: Exhibit E Amendment to Agreement  
Services: Construction management services to assist the District with the installation of new carpet and rubber base in selected classrooms.  
Cost: \$3,500.00 Not to Exceed  
Project Funding: Adult Ed Program

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G. Vendor: Airtek.com, Inc.  
Site: DEC, ISET and IMC  
Item: Change Order #2  
Services: Twelve (12) damper actuators and associated linkage not used for the project.  
Cost: (\$3,706.44) Deduct  
Project Funding: Unrestricted General Fund/Deferred Maintenance

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H. Vendor: Psyched Services  
Site: Special Education  
Item: Contract  
Services: On November 13, 2018 the existing Psyched Services contract was board approved for the amount of \$90,000.00. Additional psycho-educational assessments are required to complete the 18/19 school year, resulting in a contract increase.  
Cost: \$15,000.00  
Project Funding: Special Education Restricted Funds

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# BUSINESS SERVICES MEMORANDUM

**TO:** Dr. Brian Stephens, Superintendent  
**FROM:** Dr. Casey Goodall, Associate Superintendent for Business Services  
**DATE:** May 16, 2018  
**SUBJECT:** **Accept the Generous Donations From the Various Individuals, Businesses, and School Site Parent Teacher Associations Listed Herein With Thanks and Appreciation From the Staff and Students of the Tracy Unified School District**

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

Tracy Unified School District:

1. Tracy Unified School District: From Anthony Marshall Gomez, Premier Community Credit Union for the amount of \$2000.00 (ck. #0009000371). This is a donation to Tracy Unified's music program and it will benefit music students across the District.

Tracy High School:

1. Tracy Unified School District/Tracy High School: From W.T. Jordon, camera equipment valued at \$499.00 including a Canon EOS 35 mm camera, a Pentax 35 mm camera, a Panasonic VOR Video camera and a Fujifilm Fine Pix camera. This donation will be used for art projects and for the yearbook class.
2. Tracy Unified School District/Tracy High School: From Sunil H. Patel, M.D. for the amount of \$1,000.00 (ck. #1173). This donation is a contribution to the Kirk Brown Scholarship for the 2018-2019 school year.
3. Tracy Unified School District/Tracy High School: From Rajir Punjya and the Jayshree Kuber Living Trust for the amount of \$1,000.00 (ck. #1175). This donation is a contribution to the Nirali Punjya Scholarship for the 2018-2019 school year.
4. Tracy Unified School District/Tracy High School: From Kathleen Lockwood, Robert Pombo, Elain Arguello and Ronald Pombo for the amount of \$400.00 (ck. #1147). This donation is a contribution to the Gene Pombo Scholarship for the 2018-2019 school year.
5. Tracy Unified School District/Tracy High School: From A & M Pombo Partnership for the amount of \$600.00 (ck. #1147). This donation is a contribution to the Gene Pombo Scholarship for the 2018-2019 school year.
6. Tracy Unified School District/Tracy High School: From Banta Inn, Inc. for the amount of \$500.00 (ck. #1167). This donation is a contribution to the Linda Toseta Scholarship for the 2018-2019 school year.

7. Tracy Unified School District/Tracy High School: From Leprino Foods for the amount of \$2,500.00 (ck. #1156). This donation is a contribution to the Leprino Food Co. Scholarship for the 2018-2019 school year.

West High School:

1. Tracy Unified School District/West High School: From Steven Bliss, Tracy Firefighters Charity Local 3355 for the amount of \$500.00 (ck. #1256). This donation is a contribution to the Bridge Program at West High School.
2. Tracy Unified School District/West High School: From Virgilia (Jill) A. Costa for the amount of \$1,000.00 (ck. #3915). This donation is a contribution to two scholarships for the 2018-2019 school year: the first in honor of Virgil Zumalt, to be funded to an F.F.A. student, the second in honor of Kathryn Zumalt, to be funded to a female Leadership student.

**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.



# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Brian R. Stephens, Superintendent  
**FROM:** Dr. Sheila Harrison, Associate Superintendent of Educational Services  
**DATE:** May 15, 2019  
**SUBJECT:** 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

**BACKGROUND:** The San Joaquin County Office of Education provides the Artist-in-Schools Program. The program will provide two artists who will work with students during the 4-week District K through 4 grade Summer School Program at Villalovoz, for a total of 8 sessions. Students will learn basic art concepts and carry out various art projects.

**RATIONALE:** The San Joaquin County Office of Education, Artist-in-Residence Program will provide Summer School students with an opportunity to learn and use language in a meaningful context. This instruction will also build on verbal skills and increase students' vocabulary. During their art instruction, students will follow explicit directions like listening and using Tier 2 and Tier 3 academic vocabulary with added multi-sensory input. Tier 2 words are vocabulary words that cross over many curricular areas; Tier 3 words are specific to the art curriculum. The prized finished art piece becomes a springboard for writing. The art process helps to promote reading skills such as paying attention to details, critical thinking, reasoning and improving visual and special acuity. Art provides a vehicle for students to see the start to finish process and builds their overall confidence while increasing their academic vocabulary. The goal of the Summer School Program is to give students support in reading, writing, and vocabulary, using science and art to enrich these learning experiences. This Agenda request supports District Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or careers; and District Strategic Goal #3: Apply fiscal, operational and community resources to ensure a safe learning environment that supports staff and student goals.

**FUNDING:** This contract is to be paid with District Title I Funds. This contract will not exceed the amount of \$2,200.00

**RECOMMENDATION:** 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.

**Prepared by:** Ms. Kelle Patrick, Principal, Elementary Summer School.

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 Art in Residence Program, 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: The Artist-in-Residence Program is provided by the San Joaquin County Office of Education. The program will provide for artists who will work with students during the 4-week District K through 6 Summer Program, for a total of 8 sessions. Students will learn basic art concepts and carry out various art projects
- 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 8 ( ) [ ] HOURS [X] DAYS, under the terms of this agreement at the following location Vidalovoz Elementary School.
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
- a. District shall pay \$ 2,200.00 per [ ] HOUR [ ] DAY [X] FLAT RATE, not to exceed a total of \$ 2,200.00. 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 \$ \_\_\_\_\_ 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.
1. The terms of the agreement shall commence on June 4, 2019, and shall terminate on June 26, 2019.
5. This agreement may be terminated at any time during the term by either party upon 10 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, Kelle Patrick, at (209) 830-3390 or 925.216.4286 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

 Division Director  
of Operations  
5-8-19

Title

IRS Identification Number

Title

PO BOX 213030

Address

Stockton, CA 95213-9030

Tracy Unified School District

Date

Account Number to be Charged

Department/Site Approval

Budget Approval

Date Approved by the Board



 **COPY**

MEMORANDUM OF UNDERSTANDING  
**(Tracy USD Summer Session/Cary Dodge and Patti Johnson)**

This Agreement by and between the San Joaquin County Office of Education, hereinafter referred to as "SJCOE" and Tracy USD Summer Session for the Artists-in-Schools (AIS) department to provide instruction on behalf of SJCOE. The two parties, SJCOE and Tracy USD Summer Session, mutually agree to the following terms and conditions:

**I. CONSULTANT AND/OR SERVICE DEFINED**

This Agreement calls for Tracy USD Summer Session to: 1) Provide supplies for artists in residence. 2) Appoint staff liaison to arrange the artist's schedule and provide information regarding school site. 3) Give 72-hour notice to SJCOE for cancelled classes due to planned school activities. Failure to give notice may result in the artist being unable to re-schedule classes. 4) Require that the teachers remain in the classroom during the AIS class and be responsible for needed class control and discipline. 5) Expedite timely payment to SJCOE. Artists-in-Residence, Cary Dodge and Patti Johnson, who are temporary employees of SJCOE, will provide instruction per the following Terms of Agreement.

**II. TERM OF AGREEMENT**

Services to SJCOE will begin: June 4, 2019 and include the following dates See attached.

Number of classes: (5) Five classes 8 Dates

Staff Contact at site: Kelle Patrick/Villalovoz Elementary 925-216-4286 kpatrick@tusd.net

Artist Contact: Cary 814-6667 carydodge@yahoo.com; Patti J. 814-2535 pabj1025@aol.com

This employment is temporary in nature and may be terminated by the San Joaquin County Office of Education at any time.

**III. COMPENSATION**

In consideration of the services provided, Tracy USD Summer Session will pay SJCOE the sum of \$2,220.00

Payment to SJCOE for these services will be made upon written request. The school agrees that it will not employ the aforementioned Artist-in-Residence for a period of one year after this assignment expires.

**IV. SAN JOAQUIN COUNTY OFFICE OF EDUCATION RIGHT OF RETENTION**

SJCOE shall become the owner of and entitled to exclusive possession of all records, documents, graphs, photographic or other reproduction of any kind produced in the scope of services performed and no other uses thereof will be permitted except by permission of SJCOE. Proprietary materials will be exempted from this clause.

**V. EXTENSION OF TERM**

By mutual consent of the parties hereto the term of service described herein in Article I may be extended by reformation of this Agreement and attachment hereto of an addendum mutually executed setting forth the extended term.

Tania Salinas, Director of Assessment & Accountability  
1875 W. Lowell Ave. Tracy, CA 95376

  
SANDRA WENDELL, COORDINATOR  
ARTISTS-IN-SCHOOLS

05-06-19  
Date

Date

CONTRACTING OFFICER  
SAN JOAQUIN COUNTY OFFICE OF EDUCATION



# JUNE 2019

## TRACY SUMMER SCHOOL

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PATTI J. DANCE TUESDAYS  
CARY ART WEDNESDAYS

2	3	4 Tracy Summer School Dance 5 classes  8am-1 pm	5 Tracy Summer School Art 5 classes  8am-1pm	6	7	8.
9	10	11 Tracy Summer School Dance 5 classes	12 Tracy Summer School Art 5 classes	13	14	15
18	17	18 Tracy Summer School Dance 5 classes	19 Tracy Summer School Art 5 classes	20	21	22
23	24	25 Tracy Summer School Dance 5 classes	26 Tracy Summer School Art 5 classes	27	28	29
30	1	2	3			



## Artist in Schools Residency Quote

209-468-4973 [Swendell@sicoe.net](mailto:Swendell@sicoe.net)

Please reply to this emailed quote with your approval of dates and we will issue your MOU.

## TUSD Summer School Quote

Kelle Patrick

School Year 2018-2019

Number of Residency weeks:

8 weeks	7 weeks	4 weeks	Other
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### Residency Details:

Starting Month	Artist(s)	Number of classrooms	Residency Fee
<input type="checkbox"/> August <input type="checkbox"/> September <input type="checkbox"/> October <input type="checkbox"/> November <input type="checkbox"/> December <input type="checkbox"/> January <input type="checkbox"/> February <input type="checkbox"/> March <input type="checkbox"/> April <input type="checkbox"/> May <input type="checkbox"/> June	<input type="checkbox"/> Mario <input type="checkbox"/> Patti K. <input type="checkbox"/> Inga <input type="checkbox"/> David <input type="checkbox"/> Sonya <input type="checkbox"/> Kelsey <input type="checkbox"/> Millie <input type="checkbox"/> Cary  <input type="checkbox"/> Patti J. <input type="checkbox"/> Shelby	<input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5 <input type="checkbox"/> 6 <input type="checkbox"/> 7 <input type="checkbox"/> 8 <input type="checkbox"/> 9 <input type="checkbox"/> 10	<b>\$2200.00</b>  Your invoice will be sent at the start of the residency.

These dates are pending Artist approval. An MOU will be issued soon.

### Notes:

Order supplies from the provided list on our website.

Please schedule sessions for 45-60 minutes. Have the artist schedule waiting in the office on day one.

Contact Artists directly at: TDB

Sign and return MOU.

Keep the copy for your records.

Click the link below for complete program details:

[Sicoe Ais website](#)

### Session Dates:

Tuesday and Wednesdays in June  
8 am -1 pm

Dance Patti J. Tuesdays 6/4.11.18.25  
Art Cary Art Wednesdays 6/5.12.19.26



# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Brian R. Stephens, Superintendent  
**FROM:** Dr. Sheila Harrison, Associate Superintendent of Educational Services  
**DATE:** May 15, 2019  
**SUBJECT:** Approve Agreement for Special Contract Services between San Joaquin County Office of Education (Artist-in-Schools Residency) and the 2019 District 5<sup>th</sup>-12<sup>th</sup> Grade Title 1 Summer Program

**BACKGROUND:** The San Joaquin County Office of Education provides the Artist in School Residency. The program will provide artists who will work with students during the 4-week District 5<sup>th</sup> – 12<sup>th</sup> grade Title 1 Summer Program, for 32 hours in eight classrooms at Williams Middle School. Students will learn basic art and dance concepts; and carry out various art projects.

**RATIONALE:** The San Joaquin County Office of Education, Artist in Schools Residency will provide Summer School students with an opportunity to learn and use language and movement in a meaningful context. This instruction will also build on verbal skills and increase students' vocabulary. During their art and dance instruction, students will follow explicit directions like listening and using Tier 2 and Tier 3 academic vocabulary with added multi-sensory input. Tier 2 words are vocabulary words, which cross over many curricular areas; Tier 3 words are specific to the art curriculum. The prized finished art piece becomes the springboard for writing. The art process helps to promote reading skills such as paying attention to details, critical thinking, reasoning and improving visual and special acuity. Art provides a vehicle for students to see the start to finish process and builds their overall confidence while increasing their academic vocabulary. The goal of the Summer School program is to give students support in reading, writing, and vocabulary, using science and art to enrich these learning experiences. This Agenda request supports District Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or careers; and District Strategic Goal #3: Apply fiscal, operational and community resources to ensure a safe learning environment that supports staff and student goals.

**FUNDING:** District Title 1 Funding will pay the expenditures for this contract. The cost will not exceed \$1,760.00.

**RECOMMENDATION:** Approve Agreement for Special Contract Services between San Joaquin County Office of Education (Artist-in-Schools Residency) and the 2019 District 5<sup>th</sup>-12<sup>th</sup> Grade Title 1 Summer Program.

**Prepared by:** Traci L Mitchell, Summer School Principal.

# TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

## AGREEMENT FOR SPECIAL CONTRACT SERVICES

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and San Joaquin County Office of Education, 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 art lessons to eight classrooms at Williams Middle School in June of 2019.

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 32 ( ) [X] HOURS [ ] DAYS, under the terms of this agreement at the following location Williams Middle School.

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

- a. District shall pay \$1,760.00 per [ ] HOUR [ ] DAY [X] FLAT RATE, not to exceed a total of \$1,760.00. 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 June 4, 2019, and shall terminate on June 26, 2019.

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 ( ) 510-520-5262 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 [ X ] 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

Director Ops.  
5/8/19

Tracy Unified School District

IRS Identification Number

Date

Title

PO Box 213030

Account Number to be Charged

Address

Stockton, CA 95213-9030

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 15, 2019  
**SUBJECT:** **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**

**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. Bohn Elementary would like to add one additional day of mental health services using its Title I funds. Tracy Unified School District (TUSD) will already be providing one day of mental health services to Bohn Elementary using LCAP dollars during the 2019-2020 school year. Bohn Elementary 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. Bohn Elementary will contract with Community Medical Centers to provide targeted and intensive behavioral health interventions at Bohn Elementary 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 Community Medical Centers will not exceed \$12,240. Site Title I funds will pay for this cost.

**RECOMMENDATION:** Approve Agreement for Special Contract Services with Community Medical Centers to Provide Additional Mental Health Service Day at Bohn Elementary School for the 2019-2020 School Year.

**Prepared by:** Kelly Patchen, Principal of Bohn 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," Community Medical Centers, 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 Mental Health services ("Services"), including but not limited to assessment, diagnosis, and treatment of mental health disorders. Vendor may also provide counseling services to students who do not meet medical necessity for a mental health disorder. Services shall be provided to the the following sites: Bohn Elementary for 1 additional day, using site funds. Clinicians shall be registered associates with a BBS in Social Work, Marriage and Family Therapy, Marriage and Family Clinical Counseling, or Clinical Psychology, and Contractor shall provide proof of registration and qualifications in advance of Services being provided.
  - a. 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), inclusive of subparagraphs and Exhibit "A" ("Scope of Services") attached hereto and incorporated herein by this reference. Contractor represents that it has the qualifications and abilities to perform the Services in a professional manner, without the advice or control of District. Contractor's services will be performed, reports and recommendations prepared in accordance with generally accepted principles and practices of its profession for services to California public school districts.
  - b. As part of its Services, Contractor shall comply with all applicable federal, state, and local laws and regulations.
2. This Agreement and its exhibits, if any, 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.
3. Contractor will provide the above Services(s), as outlined in Paragraph 1, for a period of up to a total of 6 ☒ **HOURS PER WEEK** ☐ **DAYS**, under the terms of this Agreement at the locations identified in Paragraph One of this Agreement.
4. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
  - a. District shall pay \$60.00 ☒ **HOUR** ☐ **DAY** ☐ **FLAT RATE**, not to exceed a total of twelve Thousand, Two Hundred Forty Dollars (\$12,240). 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 of all properly invoiced, undisputed amounts for services



actually provided 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.

5. The terms of the agreement shall commence on July 1<sup>st</sup>, 2019 and shall terminate on June 30<sup>th</sup>, 2020
6. 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. Notice shall be made to the parties as follows:
  - a. Notice to District:

Tracy Unified School District  
1875 W. Lowell Avenue  
Tracy, California 95376  
ATTN: Superintendent
  - b. Notice to Contractor:

Community Medical Centers, Inc.  
7210 Murray Drive  
Stockton, CA 95210  
ATTN: Alfonso Apu, LCSW
7. 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.
8. Contractor shall contact the District's designee, Molly Long, 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.
9. 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. District shall not control and shall not have any right to control the activities of Contractor in carrying out its Services and shall have no responsibility for Contractor's compliance with federal, state, or local laws or regulations. 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. Contractor understands and agrees that it and all of its employees or subcontractors shall not be considered officers, employees, agents, partners, or a joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled. 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. Contractor shall assume full responsibility for payment of all federal, state and local taxes on contributions, including unemployment insurance, social security and income taxes with respect to Contractor's employees or subcontractors.
  - 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. Contractor shall also be required to provide proof (Certificate of Insurance) of commercial automobile liability, any

auto coverage in a minimum amount of one million dollars (\$1,000,000) per accident for bodily injury and property damage. Contractor shall also be required to provide proof of Workman's Compensation coverage with waiver of subrogation. A separate additional insured endorsement shall be provided for all policies 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 shall be required to provide proof of Professional Malpractice Liability Insurance for Contractor, its officers, agents, employees, and volunteers in an amount not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate limit. If Contractor's Professional Malpractice Liability insurance is provided on a claims-made basis, upon the expiration or termination of this Agreement, Contractor shall continuously maintain such insurance or purchase extended reporting period (i.e., "tail") coverage for the longest extended reporting period then available to ensure that insurance coverage in the amounts stated above is maintained for claims that arise from Services provided under this Agreement.
- c. Contractor [ ☒ ] **WILL** [ ☐ ] **WILL NOT** have significant contact with students. Proof of professional liability insurance, to include one million dollars (\$1,000,000.00) per occurrence for Sexual Abuse/Molestation, is also required. 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.

To the furthest extent permitted by California law, Contractor agrees to hold harmless and to indemnify District, including its board members, representatives, officers, consultants, employees, and volunteers, from and against:

Any and all demands, losses, liabilities, claims, suits, damages, costs expenses, judgment and actions ("Claims") of any kind, nature and description, including but not limited to personal injury, bodily injury, death, property damage, and attorney fees and costs, directly or indirectly arising out of, connected with, or resulting from the performance of the Agreement or from any activity, work, or thing done, permitted, or suffered by the Contractor or its employees or subcontractors in conjunction with this Agreement, unless the Claims are caused wholly by the sole negligence or willful misconduct of the District. Contractor shall pay or satisfy any judgment that may be rendered against District in any such Claim proceeding or the result thereof.

And Contractor at his or her own cost, expense and risk, shall defend any and all claims, actions, suits or other legal proceedings that may be instituted against District for any such claim or demand, The District shall have the right to accept or reject any legal representation Contractor proposes for District's defense.

- 10. 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.
- 11. 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.

12. Confidentiality. Contractor and its employees, agents, staff, and subcontractors shall maintain the confidentiality of all information received in the course of performing the Services under this Agreement. This confidentiality requirement applies to all student information obtained by the Contractor as set forth in the Family Educational Rights and Privacy Act (20 U.S.C. § 1232g; 34 C.F.R. part 99); the Education Code (including Section 49060 et seq.); the Health and Safety Code (including Sections 123100 et seq.); and the Health Insurance Portability and Accountability Act. The requirement of this shall extend beyond the completion or termination of this Agreement.

Contractor and District further agree and acknowledge that the District is in possession of student educational records only (see 20 U.S.C. § 1232g subd. (a)(4); 34 C.F.R. part 99) and will not provide services constituting a "business associate," per 45 C.F.R. 160.103. Therefore, the parties acknowledge that a business associate agreement is not needed.

13. To the extent permitted pursuant to federal, state, and local laws and regulations, District shall become the owner of, and entitled to, access to 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. This clause explicitly exempts any records or documentation that are not considered educational records and instead constitute Protected Health Information as defined under HIPAA, as well as any other state and federal law.
14. Notwithstanding any other provision of this Agreement, in no event shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including but not limited to, lost profits or revenue, arising out of or in connection with this Agreement or for the Services performed in connection with this Agreement. District's financial obligations under this Agreement shall be limited to the payment of compensation as provided for herein.
15. 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. Contractor's obligation to comply with applicable federal, state, county and municipal laws, ordinance, regulations, orders and decrees is a non-delegable duty and belongs solely to Contractor.
16. 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.
17. 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:**

Clara Noguera 4/16/19  
Community Medical Centers, Inc. Title

IRS Identification Number

CEO

Title

7210 Murray Dr.

Address

Stockton CA 95210

Tracy Unified School District

Date

Account Number to be Charged

Department/Site Approval

Budget Approval

Date Approved by the Board

**Exhibit A**  
**Scope of Services**

Contractor shall provide the following services (“Services”):

1. **Provide Mental Health services (“Services”), including but not limited to assessment, diagnosis, and treatment of mental health disorders. Vendor may also provide counseling services to students who do not meet medical necessity for a mental health disorder. Services shall be provided to the following sites: Bohn Elementary for one additional day using site title I funds.**
2. Collect and maintain *Informed Consent To Treat A Minor* Forms (“Forms”) on Forms provided by the District, or Forms approved by District.
3. Promptly comply with District Requests for Release of Information and/or Requests for Exchange of Information (“Requests”), to the extent such Requests do not seek protected health information, or to the extent that a parental or guardian waiver or consent form is obtained for the release of such information.
  - a. Upon receipt of a Request, Contractor shall respond within 2 business days, either:
    - i. Providing the requested information
    - ii. Providing all information identified as releasable, and providing an identification of the type and scope of information requested which Contractor contends cannot be released, including an explanation. Contractor shall cooperate with District in resolving any disputes regarding Requests.
4. Contractor shall not provide the following services:
  - a. Prescribing medication;
  - b. Adjusting or otherwise altering medication.
5. Contractor shall comply with the mandated reporting requirements detailed in Penal Code sections 11164 et seq., including training staff members on an annual basis and documenting compliance with the mandated reporting training requirements. District shall not have responsibility for Contractor’s compliance with these requirements, nor shall District be liable for any damage, harm, or injury resulting in whole or in part therefrom.
6. To the extent permitted pursuant to federal, state, and local laws and regulations, Contractor shall use reasonable best efforts to notify the District within 24 hours of concerns regarding the health and safety of a student that may impact the student’s educational program. As an independent contractor, District is not constructive notice or actual notice of Contractor’s knowledge, information, or concerns absent Contractor’s communication thereof. District shall not have responsibility for Contractor’s compliance with federal, state, or local laws and regulations requiring notice, nor shall District be liable for any damage, harm, or injury resulting in whole or in part therefrom.



**TRACY**  
UNIFIED SCHOOL DISTRICT

# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Brian R. Stephens, Superintendent  
**FROM:** Dr. Sheila Harrison, Associate Superintendent of Educational Services  
**DATE:** May 15, 2019  
**SUBJECT:** **Approve Agreement for Special Contract Services with Houghton Mifflin Harcourt for Data Insight Services for the 2019-2020 School Year**

**BACKGROUND:** The Data Services Organization, a division of Houghton Mifflin Harcourt Professional Services is uniquely qualified to assist Tracy Unified School District with the development and implementation of a data analytics solution to drive meaningful insights from the data available to the District. HMH Data Insight, a service-based solution is designed to help K-12 school districts turn their volumes of data into meaningful and actionable insights. These insights will enable District leaders at all levels to make critical decisions grounded in data to improve teaching and learning. During the 2018-2019 school year, the District became involved in using the Data Insight project to analyze student achievement data. This enabled the District to correlate data sets in new and meaningful ways to analyze student achievement data and develop actions steps for improving student outcomes.

**RATIONALE:** There are three phases to Data Insight that include the following: 1) Needs Assessment: HMH education and data experts meet in-person with the District leadership to understand District goals and objectives and to translate those goals into two questions. The HMH team works with the District to understand where data currently resides to help answer these questions. 2) Data Analysis: HMH Data Engineers help connect all the goal-aligned Data Sets from the Needs Assessment phase to a District specific, secure, cloud based (Microsoft Azure) data lake environment. The data will be aggregated, cleaned, analyzed and turned into easy to understand dashboards and visualizations. Appropriate District personnel will have complete access to all the data. 3) Enabling Success: Once District data is turned into dashboards and visualizations, HMH experts and thought leaders will work with the District leadership team to create an action plan to implement the necessary changes to meet the goals and objectives and allow for continuous improvement. Data Insight is much more than a data analysis technology, it is a services-driven solution designed to improve the capacity of District and School leaders.

This agenda request meets District Strategic Goal #1: Prepare all students to 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:** The cost for the contract for the 2019-2020 school year is \$73,200.00 and will be paid by District Title I carryover funds.

**RECOMMENDATION:** Approve Agreement for Special Contract Services with Houghton Mifflin Harcourt for Data Insight Services for the 2019-2020 School Year.

**Prepared by:** Dr. Sheila Harrison, Associate Superintendent of Educational Services.

# Data Insight

Helping Drive Decisions Through Comprehensive and Secure Data Planning, Analysis, and Consultation

## Proposed Comprehensive Scope of Work for

Tracy Unified School District

### How We Can Help

The Data Services Organization, a division of Houghton Mifflin Harcourt Professional Services, is uniquely qualified to assist Tracy Unified School District with the development and implementation of a data analytics solution to drive meaningful insight from the data available to the district. HMH Data Insights a service-based solution, designed to help K-12 school districts turn their volumes of data into meaningful and actionable insights. These insights will enable district leaders at all levels to make mission critical decisions, grounded in data, to improve teaching and learning.

Data Insights is a comprehensive yet simple solution that combines the best of people, process and technology. At a high level, there are three phases to Data Insights:

#### Setting A Vision: Needs Assessment and Strategic Planning

HMH education and data experts meet online and in-person with the district leadership and staff to understand districts goals and objectives for data analysis. Working with district staff, the HMH team will identify the correct data to help build the analysis to support the district goals.

#### Analyzing Data: Data Acquisition, Configuration, and Analysis

HMH Data Engineers will help connect all the goal-aligned data sets identified during the Needs Assessment phase to a district specific, secure, cloud based (Microsoft Azure) data lake environment. The data will be aggregated, cleaned, analyzed and turned into easy to understand dashboards and visualizations. Appropriate district personnel will have complete access to the data.

#### Enabling Success: Data Consultation and Coaching

Once the district data is turned into dashboards and visualizations, ICLE experts and thought leaders will work with the district leadership team to create an action plan, to implement the changes necessary to meet the goals and objectives and allow for continuous improvement.

Data Insight is much more than a data analysis technology, it is a services-driven solution designed to improve the capacity of district and school leaders.



The Data Insight Methodology for Data Success	
Step 1	Discovery and Needs Assessment
Step 2	Strategic Planning and Implementation Launch
Step 3	Data Acquisition and Configuration
Step 4	Data Analysis and Visualization
Step 5	Action Planning

Throughout the Data Insights process, HMH's Data Consultants will provide ongoing professional development and coaching focused on the fundamental principles of data governance and data management. As part of this process, the HMH Project Management team will be there to guide, organize, and support implementation success!

### Our Recommended Strategy

Based on the conversations with Tracy USD leadership; The HMH Data Services team recommends a partnership model that will enable our highly-qualified engineering and consultant team to work closely with Tracy USD leaders to turn their data into meaningful and actionable insights.

In alignment, the HMH Data Services team recommends the following components:

**Component 1:** *Data Insight Needs Assessment and Strategic Planning*

**Component 2:** *Data Insight Storage, Visualization, and Technical Support*

**Component 3:** *Data Insight Consultation*

**Component 4:** *Data Coaching*

### Component 1: Data Insight Needs Assessment and Strategic Planning

The *Data Insight Needs Assessment* process creates the context to support your district goals for data use and the implementation process we will use to help make those goals a reality.

#### The Data Insights Needs Assessment Process

- Step 1: Completion of an online questionnaire by district leadership, building leadership, and identified staff. This questionnaire will help to collect baseline data and information to support the Data Insights development and implementation.
- Step 2: Using the Data Insights Rubrics, the Data Services team will conduct on-site observations and interviews to gather additional information about the data practices at all levels within the district's goals for future use of data, and the current availability of data.
- Step 3: In partnership with our colleagues from the International Center for Leadership in Education (ICLE) and Math Solutions, the HMH Data Services team will analyze the data collected in step 1 and 2 to develop a comprehensive Data Insight Needs Assessment report. The report will contain



an overview of the current state of data practices aligned to the Data Insight rubrics and recommendations for improvement. This report will be shared with district leaders.

- Step 3: Through a Strategic Planning process the HMH Data Services team along with our services partners will work with the Tracy USD team to build a Data Insight plan and schedule to timely and successful implementation.

### Strategic Planning

Building on upfront analysis and ongoing collaboration, the HMH Data Services team along with our services partners will work the Tracy USD team to prioritize data needs, develop an implementation plan and determine a schedule that meets the district's needs. All of this comes together in the **Strategic Plan**, which serves as a road map for the Data Insight initiative. This process can build off existing improvement planning efforts the district already has in place and will be tailored based on specific areas of need. Components may include:

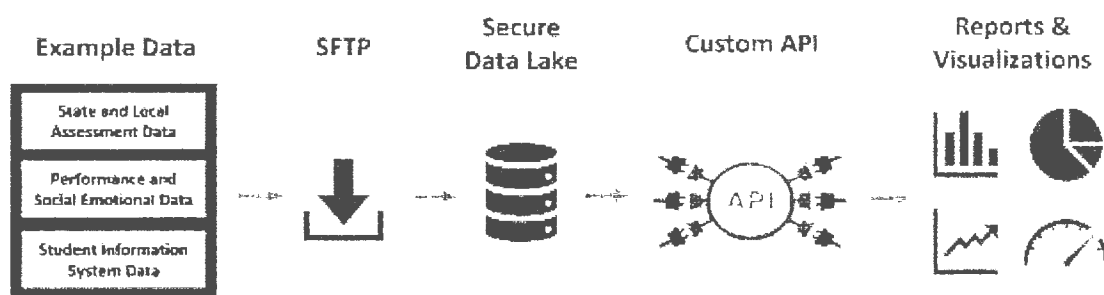
- Prioritization of goals to align with data analysis
- Alignment of existing data sets to prioritized goals
- Assignment of roles, responsibilities, timelines
- Development of a communication processes to ensure that the plan remains on track and is guided by district and school leaders.

## Component 2: Data Insight Solution

The procurement, setup, and maintenance of an effect data infrastructure can place a heavy burden on the staff and technology ecosystem of your district HMH's Data Insight solution can remove this challenges by providing access to the technology and service you need to stand up a secure data analysis solution that includes both data lakes storage capability and business intelligence visualization.

Our FERPA and COPPA compliant, cloud-based data lake storage solution will allow your district to scale based on the changes that may occur. Our data engineers will partner with your staff to identify, load, and transfer appropriate data using a secure file transfer protocol (SFTP) location. Our HMH engineers will take it from there, maintaining your data security and privacy throughout the process.

Data flow diagram for HMH Data Insight



Once data has been loaded and organized within the data lake, HMM's team of experienced data scientists will build the visualizations based on the goals identified during the Needs Assessment process. These visualizations will be developed and presented using the latest in business intelligence technology. In partnership with district and school leaders, the HMM team will implement role-based access to the data visualizations to ensure right people have the right access.

Throughout the implementation, HMM will provide project management and technical support to ensure success.

### **Component 3: Data Insight Implementation & Consultation**

The importance of data is nothing new to education. For years we have heard how critical it is to use data to drive the decisions we are making at the district, school, and classroom level. We have started to collect volumes of data on students' academic performance, social/emotional wellbeing, attendance, etc. We know more about our students now than we ever did before. And while this data is critical, it is meaningless on its own unless translated into meaningful insights. We are data rich but information poor. How do we use the data we have available, leverage the information produced through the Data Insight technology, and make decisions that will result in real, meaningful change?

Our Data Insight implementation and consultation services are designed to help Tracy USD take-action with their data by providing engineering support to acquire and configure identified data, consultation to development data analysis and provide staff development, and project management to guide strong communication practices and ensure the project remains on schedule. Our combination of online and onsite services provides sustained and personalized support.

#### **Data Insight Consultation and Professional Learning:**

Data Insight – Prepare is designed to help build data background to support the implementation of the Data Insight solution in an effective and efficient way. Through this self-paced, online-based learning experience, participants will engage with learning modules focuses on methods, practices, terminology used throughout the Data Insight implementation. This knowledge will be critical as teams build internal capacity and shape a Data Insight culture.

#### **Learning Outcomes:**

- Describe, in simple terms, the difference between data analysis and information.
- Identify and describe the methods and techniques commonly used in data science.
- Explain how data is used in a wide range of fields and the connection to K-12 education.

#### Data Insight - Implement

Data Insight – Implement puts district staff inside the Data Insight solution, working directly with the data analysis. This hands-on professional learning session will help staff learn to navigate and use the Data Insight visualization tools to access and interpret their data in personalized and meaningful ways. Our

HMH Data Consultants will work with your staff to apply the data analysis in authentic ways to respond to real-world situations to ensure they are prepared to use the analysis to drive decisions.

**Learning Outcomes:**

- Access and navigate the Data Insight visualization dashboard and tools.
- Identify and draw meaning from the analyzed data
- Manipulate the dashboard to respond to authentic situations.

## **Component 4: Data Coaching**

Creating sustainable data practices and processes requires more than a data analytics solution. Working shoulder-to-shoulder and online, our HMH Data Coaches will personalize the professional learning experience aligned to Tracy USD areas of data focus. Our HMH Data Coaches will use their relevant experience and a selection of high-quality resources to best meet the needs of each staff member. During the process, best practices will be introduced and modeled with personalized consultation to ensure these strategies can be implemented with success.

The following are some of the focus areas designed to provide a framework for data coaching support.

- Building a Data Culture
- Managing Data Ethics and Security
- Process and Data Management
- Data Access and Analysis
- Data Analysis

### **Our Blended Coaching Approach**

We recognize that professional growth does not occur through isolated engagements, but rather through a sustained learning process where the personal needs of each participant are elevated and supported in a strategic and systematic way. HMH's blended approach to coaching supports educators through in-person and online coaching to provide a sustained, personalized, flexible, and collaborative professional learning experience.

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# 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 Houghton Mifflin Harcourt Publishing Company, 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: Data Insight Services; Data Insight Storage, Visualization, and Technical Support, Annual Subscription; Data Implementation and Consultation, Includes 7 days of in-person/remote support to analyze new data sets, dashboard walkthroughs and action planning; Data Coaching: Includes two full days of on-site Data Coaching. (See HMM Proposed Comprehensive Scope of Work 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 12 Months July 1, 2019-June 30, 2020 ( ) [ ] HOURS [ ] DAYS, 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 \$ 73,200.00 per [ ] HOUR [ ] DAY [X] FLAT RATE, not to exceed a total of \$ 73,200.00. 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 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, Dr. Sheila Harrison, at (209) 830-3202 ext 1012 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 [X] 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:**

Michael Pearson May 17, 2019  
Contractor Signature Title

\_\_\_\_\_  
IRS Identification Number  
Director, Bids and Contracts  
\_\_\_\_\_  
Title  
Houghton Mifflin Harcourt  
\_\_\_\_\_  
Address  
125 High Street  
\_\_\_\_\_  
Boston, MA 02110  
\_\_\_\_\_

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



# EDUCATIONAL SERVICES MEMORANDUM

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**TO:** Dr. Brian Stephens, Superintendent  
**FROM:** Dr. Sheila Harrison, Assistant Superintendent of Educational Services  
**DATE:** May 16, 2019  
**SUBJECT:** Approve Overnight Travel for Kimball High School (KHS) Cheerleaders to Attend Cheer Camp at UC Santa Cruz June 26-28, 2019

**BACKGROUND:** The Kimball High School (KHS) Cheerleaders have been invited to attend a Cheerleading camp at UC Santa Cruz June 26-28, 2019. They will learn new techniques, routines, compete in different competitions and be able to bond as a team. Twenty nine (29) students, Jessica Ruth (Head Coach) and Elizabeth Tait (Assistant Coach) will attend this event. They will travel to Santa Cruz the morning of June 26 and will return June 28. Parents will drive their own student to and from the event. Students will stay in the UC Santa Cruz dorms. Supervision will be provided the head coach, assistant coach and UC Santa Cruz event staff.

**RATIONALE:** The KHS Cheerleaders have worked hard to be able to attend this camp. It is a great opportunity to represent the city of Tracy at the camp where they will demonstrate their team dynamics. They will also have an opportunity to meet and interact with cheerleaders from across California. This 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 #3: Apply fiscal, operational and community resources to ensure a safe learning environment that supports staff and student goals.

**FUNDING:** There will be no cost to the District. The total cost per member will be \$350.00, which includes camp fees, lodging, meals and coach's fees. The funding for this trip will be paid by parent support, donations raised by the students and parents who choose to participate in this event.

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

**Prepared by:** Benjamin Keller, Principal, Kimball High School.





# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Brian R. Stephens, Superintendent  
**FROM:** Dr. Sheila Harrison, Associate Superintendent of Educational Services  
**DATE:** April 30, 2019  
**SUBJECT:** **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**

**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.

**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. Students benefit greatly from having behavioral health clinicians on school site campuses, and TUSD relies on this service to aid in its support of students who struggle with emotional issues during the school year. TUSD will contract with Community Medical Centers, Inc. to provide targeted and intensive behavioral health interventions at Tracy High School, Kimball High School, Williams Middle School, Bohn Elementary School, South/West Park Elementary School and Freiler Elementary School, using LCAP 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 Community Medical Centers will not exceed \$138,720. This funding will be paid with District LCAP funds.

**RECOMMENDATION:** 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.

**Prepared by:** Molly Long, LCSW, 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," Community Medical Centers, 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 Mental Health services ("Services"), including but not limited to assessment, diagnosis, and treatment of mental health disorders. Vendor may also provide counseling services to students who do not meet medical necessity for a mental health disorder. Services shall be provided to the the following sites: Tracy HS, Kimball HS, Freiler Elementary, SW Park, Bohn ES and Williams Middle. Clinicians shall be registered associates with a BBS in Social Work, Marriage and Family Therapy, Marriage and Family Clinical Counseling, or Clinical Psychology, and Contractor shall provide proof of registration and qualifications in advance of Services being provided.
  - a. 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), inclusive of subparagraphs and Exhibit "A" ("Scope of Services") attached hereto and incorporated herein by this reference. Contractor represents that it has the qualifications and abilities to perform the Services in a professional manner, without the advice or control of District. Contractor's services will be performed, reports and recommendations prepared in accordance with generally accepted principles and practices of its profession for services to California public school districts.
  - b. As part of its Services, Contractor shall comply with all applicable federal, state, and local laws and regulations.
2. This Agreement and its exhibits, if any, 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.
3. Contractor will provide the above Services(s), as outlined in Paragraph 1, for a period of up to a total of 60 ☒ HOURS PER WEEK ☐ DAYS, under the terms of this Agreement at the locations identified in Paragraph One of this Agreement.
4. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
  - a. District shall pay \$60.00 ☒ HOUR ☐ DAY ☐ FLAT RATE, not to exceed a total of One Hundred Thirty Eight Thousand, Seven Hundred and Twenty (\$138,720). 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 of all properly invoiced, undisputed amounts for services actually provided 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.
5. The terms of the agreement shall commence on July 1<sup>st</sup>, 2019 and shall terminate on June 30<sup>th</sup>, 2020.
6. 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. Notice shall be made to the parties as follows:
- a. Notice to District:
- Tracy Unified School District  
1875 W. Lowell Avenue  
Tracy, California 95376  
ATTN: Superintendent
- b. Notice to Contractor:
- Community Medical Centers, Inc.  
7210 Murray Drive  
Stockton, CA 95210  
ATTN: Alfonso Apu, LCSW
7. 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.
8. Contractor shall contact the District's designee, Molly Long, 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.
9. 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. District shall not control and shall not have any right to control the activities of Contractor in carrying out its Services and shall have no responsibility for Contractor's compliance with federal, state, or local laws or regulations. 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. Contractor understands and agrees that it and all of its employees or subcontractors shall not be considered officers, employees, agents, partners, or a joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled. 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. Contractor shall assume full responsibility for payment of all federal, state and local taxes on contributions, including unemployment insurance, social security and income taxes with respect to Contractor's employees or subcontractors.
- 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. Contractor shall

also be required to provide proof (Certificate of Insurance) of commercial automobile liability, any auto coverage in a minimum amount of one million dollars (\$1,000,000) per accident for bodily injury and property damage. Contractor shall also be required to provide proof of Workman's Compensation coverage with waiver of subrogation. A separate additional insured endorsement shall be provided for all policies 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 shall be required to provide proof of Professional Malpractice Liability Insurance for Contractor, its officers, agents, employees, and volunteers in an amount not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate limit. If Contractor's Professional Malpractice Liability insurance is provided on a claims-made basis, upon the expiration or termination of this Agreement, Contractor shall continuously maintain such insurance or purchase extended reporting period (i.e., "tail") coverage for the longest extended reporting period then available to ensure that insurance coverage in the amounts stated above is maintained for claims that arise from Services provided under this Agreement.
- c. Contractor [ ☒ ] WILL [ ☐ ] WILL NOT have significant contact with students. Proof of professional liability insurance, to include one million dollars (\$1,000,000.00) per occurrence for Sexual Abuse/Molestation, is also required. 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.

To the furthest extent permitted by California law, Contractor agrees to hold harmless and to indemnify District, including its board members, representatives, officers, consultants, employees, and volunteers, from and against:

Any and all demands, losses, liabilities, claims, suits, damages, costs expenses, judgment and actions ("Claims") of any kind, nature and description, including but not limited to personal injury, bodily injury, death, property damage, and attorney fees and costs, directly or indirectly arising out of, connected with, or resulting from the performance of the Agreement or from any activity, work, or thing done, permitted, or suffered by the Contractor or its employees or subcontractors in conjunction with this Agreement, unless the Claims are caused wholly by the sole negligence or willful misconduct of the District. Contractor shall pay or satisfy any judgment that may be rendered against District in any such Claim proceeding or the result thereof.

And Contractor at his or her own cost, expense and risk, shall defend any and all claims, actions, suits or other legal proceedings that may be instituted against District for any such claim or demand, The District shall have the right to accept or reject any legal representation Contractor proposes for District's defense.

- 10. 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.
- 11. 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.

12. Confidentiality. Contractor and its employees, agents, staff, and subcontractors shall maintain the confidentiality of all information received in the course of performing the Services under this Agreement. This confidentiality requirement applies to all student information obtained by the Contractor as set forth in the Family Educational Rights and Privacy Act (20 U.S.C. § 1232g; 34 C.F.R. part 99); the Education Code (including Section 49060 et seq.); the Health and Safety Code (including Sections 123100 et seq.); and the Health Insurance Portability and Accountability Act. The requirement of this shall extend beyond the completion or termination of this Agreement.

Contractor and District further agree and acknowledge that the District is in possession of student educational records only (see 20 U.S.C. § 1232g subd. (a)(4); 34 C.F.R. part 99) and will not provide services constituting a "business associate," per 45 C.F.R. 160.103. Therefore, the parties acknowledge that a business associate agreement is not needed.

13. To the extent permitted pursuant to federal, state, and local laws and regulations, District shall become the owner of, and entitled to, access to 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. This clause explicitly exempts any records or documentation that are not considered educational records and instead constitute Protected Health Information as defined under HIPAA, as well as any other state and federal law.
14. Notwithstanding any other provision of this Agreement, in no event shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including but not limited to, lost profits or revenue, arising out of or in connection with this Agreement or for the Services performed in connection with this Agreement. District's financial obligations under this Agreement shall be limited to the payment of compensation as provided for herein.
15. 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. Contractor's obligation to comply with applicable federal, state, county and municipal laws, ordinance, regulations, orders and decrees is a non-delegable duty and belongs solely to Contractor.
16. 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.
17. 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:**

Chitra Nayan CEO  
Community Medical Centers, Inc. Title

3/21/19  
Date

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

7210 Murray Dr.  
Address

Stockton CA 95210

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

\_\_\_\_\_  
Date

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

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

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

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

Exhibit A  
Scope of Services

Contractor shall provide the following services ("Services"):

1. Provide Mental Health services ("Services"), including but not limited to assessment, diagnosis, and treatment of mental health disorders. Vendor may also provide counseling services to students who do not meet medical necessity for a mental health disorder. Services shall be provided to the following sites: Tracy HS, Kimball HS, Freiler Elementary, and Williams Middle. Clinicians shall be registered associates with a BBS in Social Work, Marriage and Family Therapy, Marriage and Family Clinical Counseling, or Clinical Psychology, and Contractor shall provide proof of registration and qualifications in advance of Services being provided.
2. Collect and maintain *Informed Consent To Treat A Minor* Forms ("Forms") on Forms provided by the District, or Forms approved by District.
3. Promptly comply with District Requests for Release of Information and/or Requests for Exchange of Information ("Requests"), to the extent such Requests do not seek protected health information, or to the extent that a parental or guardian waiver or consent form is obtained for the release of such information.
  - a. Upon receipt of a Request, Contractor shall respond within 2 business days, either:
    - i. Providing the requested information
    - ii. Providing all information identified as releasable, and providing an identification of the type and scope of information requested which Contractor contends cannot be released, including an explanation. Contractor shall cooperate with District in resolving any disputes regarding Requests.
4. Contractor shall not provide the following services:
  - a. Prescribing medication;
  - b. Adjusting or otherwise altering medication.
5. Contractor shall comply with the mandated reporting requirements detailed in Penal Code sections 11164 et seq., including training staff members on an annual basis and documenting compliance with the mandated reporting training requirements. District shall not have responsibility for Contractor's compliance with these requirements, nor shall District be liable for any damage, harm, or injury resulting in whole or in part therefrom.
6. To the extent permitted pursuant to federal, state, and local laws and regulations, Contractor shall use reasonable best efforts to notify the District within 24 hours of concerns regarding the health and safety of a student that may impact the student's educational program. As an independent contractor, District is not constructive notice or actual notice of Contractor's knowledge, information, or concerns absent Contractor's communication thereof. District shall not have responsibility for Contractor's compliance with federal, state, or local laws and regulations requiring notice, nor shall District be liable for any damage, harm, or injury resulting in whole or in part therefrom.



# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Brian R. Stephens, Superintendent  
**FROM:** Dr. Sheila Harrison, Associate Superintendent of Educational Services  
**DATE:** 4/19/19  
**SUBJECT:** 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

**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. Hirsch Elementary would like to add two additional days of mental health services using its MAA funds. Tracy Unified School District (TUSD) will already be providing one day of mental health services to Hirsch Elementary using LCAP dollars during the 2019-2020 school year. Hirsch Elementary 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. Hirsch Elementary will contract with Community Medical Centers to provide targeted and intensive behavioral health interventions at Hirsch Elementary School using MAA 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 Community Medical Centers will not exceed \$12,240. MAA funds will pay for this cost.

**RECOMMENDATION:** Approve Agreement for Special Contract Services with Community Medical Centers to Provide Additional Mental Health Service Day at Hirsch Elementary School for the 2019-2020 School Year.

**Prepared by:** Cindy Sasser, Principal of Hirsch 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," Community Medical Centers, 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 Mental Health services ("Services"), including but not limited to assessment, diagnosis, and treatment of mental health disorders. Vendor may also provide counseling services to students who do not meet medical necessity for a mental health disorder. Services shall be provided to the the following sites: Hirsch Elementary for 1 additional day, using site funds. Clinicians shall be registered associates with a BBS in Social Work, Marriage and Family Therapy, Marriage and Family Clinical Counseling, or Clinical Psychology, and Contractor shall provide proof of registration and qualifications in advance of Services being provided.
  - a. 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), inclusive of subparagraphs and Exhibit "A" ("Scope of Services") attached hereto and incorporated herein by this reference. Contractor represents that it has the qualifications and abilities to perform the Services in a professional manner, without the advice or control of District. Contractor's services will be performed, reports and recommendations prepared in accordance with generally accepted principles and practices of its profession for services to California public school districts.
  - b. As part of its Services, Contractor shall comply with all applicable federal, state, and local laws and regulations.
2. This Agreement and its exhibits, if any, 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.
3. Contractor will provide the above Services(s), as outlined in Paragraph 1, for a period of up to a total of 6 ☒ **HOURS PER WEEK** ☐ **DAYS**, under the terms of this Agreement at the locations identified in Paragraph One of this Agreement.
4. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
  - a. District shall pay \$60.00 ☒ **HOUR** ☐ **DAY** ☐ **FLAT RATE**, not to exceed a total of twelve Thousand, Two Hundred Forty Dollars (\$12,240). 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 of all properly invoiced, undisputed amounts for services

actually provided 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.

5. The terms of the agreement shall commence on July 1<sup>st</sup>, 2019 and shall terminate on June 30<sup>th</sup>, 2020
6. 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. Notice shall be made to the parties as follows:
  - a. Notice to District:

Tracy Unified School District  
1875 W. Lowell Avenue  
Tracy, California 95376  
ATTN: Superintendent
  - b. Notice to Contractor:

Community Medical Centers, Inc.  
7210 Murray Drive  
Stockton, CA 95210  
ATTN: Alfonso Apu, LCSW
7. 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.
8. Contractor shall contact the District's designee, Molly Long, 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.
9. 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. District shall not control and shall not have any right to control the activities of Contractor in carrying out its Services and shall have no responsibility for Contractor's compliance with federal, state, or local laws or regulations. 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. Contractor understands and agrees that it and all of its employees or subcontractors shall not be considered officers, employees, agents, partners, or a joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled. 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. Contractor shall assume full responsibility for payment of all federal, state and local taxes on contributions, including unemployment insurance, social security and income taxes with respect to Contractor's employees or subcontractors.
  - 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. Contractor shall also be required to provide proof (Certificate of Insurance) of commercial automobile liability, any

auto coverage in a minimum amount of one million dollars (\$1,000,000) per accident for bodily injury and property damage. Contractor shall also be required to provide proof of Workman's Compensation coverage with waiver of subrogation. A separate additional insured endorsement shall be provided for all policies 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 shall be required to provide proof of Professional Malpractice Liability Insurance for Contractor, its officers, agents, employees, and volunteers in an amount not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate limit. If Contractor's Professional Malpractice Liability insurance is provided on a claims-made basis, upon the expiration or termination of this Agreement, Contractor shall continuously maintain such insurance or purchase extended reporting period (i.e., "tail") coverage for the longest extended reporting period then available to ensure that insurance coverage in the amounts stated above is maintained for claims that arise from Services provided under this Agreement.
- c. Contractor [ ☒ ] **WILL** [ ☐ ] **WILL NOT** have significant contact with students. Proof of professional liability insurance, to include one million dollars (\$1,000,000.00) per occurrence for Sexual Abuse/Molestation, is also required. 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.

To the furthest extent permitted by California law, Contractor agrees to hold harmless and to indemnify District, including its board members, representatives, officers, consultants, employees, and volunteers, from and against:

Any and all demands, losses, liabilities, claims, suits, damages, costs expenses, judgment and actions ("Claims") of any kind, nature and description, including but not limited to personal injury, bodily injury, death, property damage, and attorney fees and costs, directly or indirectly arising out of, connected with, or resulting from the performance of the Agreement or from any activity, work, or thing done, permitted, or suffered by the Contractor or its employees or subcontractors in conjunction with this Agreement, unless the Claims are caused wholly by the sole negligence or willful misconduct of the District. Contractor shall pay or satisfy any judgment that may be rendered against District in any such Claim proceeding or the result thereof.

And Contractor at his or her own cost, expense and risk, shall defend any and all claims, actions, suits or other legal proceedings that may be instituted against District for any such claim or demand, The District shall have the right to accept or reject any legal representation Contractor proposes for District's defense.

- 10. 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.
- 11. 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.

12. Confidentiality. Contractor and its employees, agents, staff, and subcontractors shall maintain the confidentiality of all information received in the course of performing the Services under this Agreement. This confidentiality requirement applies to all student information obtained by the Contractor as set forth in the Family Educational Rights and Privacy Act (20 U.S.C. § 1232g; 34 C.F.R. part 99); the Education Code (including Section 49060 et seq.); the Health and Safety Code (including Sections 123100 et seq.); and the Health Insurance Portability and Accountability Act. The requirement of this shall extend beyond the completion or termination of this Agreement.

Contractor and District further agree and acknowledge that the District is in possession of student educational records only (see 20 U.S.C. § 1232g subd. (a)(4); 34 C.F.R. part 99) and will not provide services constituting a "business associate," per 45 C.F.R. 160.103. Therefore, the parties acknowledge that a business associate agreement is not needed.

13. To the extent permitted pursuant to federal, state, and local laws and regulations, District shall become the owner of, and entitled to, access to 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. This clause explicitly exempts any records or documentation that are not considered educational records and instead constitute Protected Health Information as defined under HIPAA, as well as any other state and federal law.
14. Notwithstanding any other provision of this Agreement, in no event shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including but not limited to, lost profits or revenue, arising out of or in connection with this Agreement or for the Services performed in connection with this Agreement. District's financial obligations under this Agreement shall be limited to the payment of compensation as provided for herein.
15. 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. Contractor's obligation to comply with applicable federal, state, county and municipal laws, ordinance, regulations, orders and decrees is a non-delegable duty and belongs solely to Contractor.
16. 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.
17. 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:**

CEO  
4/10/19  
Community Medical Centers, Inc. Title

IRS Identification Number

CEO

Title

7210 Murray Dr.

Address

Stockton CA 95210

Tracy Unified School District

Date

Account Number to be Charged

Department/Site Approval

Budget Approval

Date Approved by the Board

## Exhibit A

### Scope of Services

Contractor shall provide the following services ("Services"):

1. Provide Mental Health services ("Services"), including but not limited to assessment, diagnosis, and treatment of mental health disorders. Vendor may also provide counseling services to students who do not meet medical necessity for a mental health disorder. Services shall be provided to the following sites: Hirsch Elementary for one additional day using site title I funds.
2. Collect and maintain *Informed Consent To Treat A Minor* Forms ("Forms") on Forms provided by the District, or Forms approved by District.
3. Promptly comply with District Requests for Release of Information and/or Requests for Exchange of Information ("Requests"), to the extent such Requests do not seek protected health information, or to the extent that a parental or guardian waiver or consent form is obtained for the release of such information.
  - a. Upon receipt of a Request, Contractor shall respond within 2 business days, either:
    - i. Providing the requested information
    - ii. Providing all information identified as releasable, and providing an identification of the type and scope of information requested which Contractor contends cannot be released, including an explanation. Contractor shall cooperate with District in resolving any disputes regarding Requests.
4. Contractor shall not provide the following services:
  - a. Prescribing medication;
  - b. Adjusting or otherwise altering medication.
5. Contractor shall comply with the mandated reporting requirements detailed in Penal Code sections 11164 et seq., including training staff members on an annual basis and documenting compliance with the mandated reporting training requirements. District shall not have responsibility for Contractor's compliance with these requirements, nor shall District be liable for any damage, harm, or injury resulting in whole or in part therefrom.
6. To the extent permitted pursuant to federal, state, and local laws and regulations, Contractor shall use reasonable best efforts to notify the District within 24 hours of concerns regarding the health and safety of a student that may impact the student's educational program. As an independent contractor, District is not constructive notice or actual notice of Contractor's knowledge, information, or concerns absent Contractor's communication thereof. District shall not have responsibility for Contractor's compliance with federal, state, or local laws and regulations requiring notice, nor shall District be liable for any damage, harm, or injury resulting in whole or in part therefrom.



# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Brian R. Stephens, Superintendent  
**FROM:** Dr. Sheila Harrison, Associate Superintendent of Educational Services  
**DATE:** May 15, 2019  
**SUBJECT:** **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**

**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. George Kelly School would like to add two 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 George Kelly School using LCAP dollars during the 2019-2020 school year. George Kelly 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. George Kelly School will contract with Valley Community Counseling Services to provide targeted and intensive behavioral health interventions at George Kelly 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 Community Medical Centers will not exceed \$4080.00. Site funds will pay for this cost.

**RECOMMENDATION:** 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.

**Prepared by:** Dr. Michael Bunch, Principal of George Kelly 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, 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 hours of Mental Health Services to Kelly School during the 2019-2020 school year. TUSD pays \$60/hour to all post master's interns in a counseling related field, and/or to licensed mental health professionals; TUSD pays \$50/hour to student's who are in a counseling related master's program, but who have not yet graduated.

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 2 hours per week for 34 weeks ( ) ☒ **HOURS** [ ] **DAYS**, under the terms of this agreement at the following location Kelly School.
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 \$ 4080.00. 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, at (209) 830-3218 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.
8. Contractor enters into this Agreement as an independent contractor and not as an employee of the District. The Contractor shall have no power or authority by this Agreement to bind the District in any respect except as provided herein. Nothing in this Agreement shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Contractor are employees, agents, contractors or subcontractors of the Contractor and not of the District. The District shall not be obligated in any way to pay any wage claims or other claims made against Contractor by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this Agreement.
  - a. CONTRACTOR shall be required to provide proof (Certificate of Insurance) of comprehensive general liability insurance coverage in the amount of one million dollars (\$1,000,000.00) combined single limit per occurrence; two million dollars (\$2,000,000.00) general aggregate. A separate additional insured endorsement shall be provided to include the DISTRICT and its officers, officials, employees, agents and volunteers as additional insured in the policy. It is agreed that insurance coverage provided by CONTRACTOR herein is endorsed as primary and noncontributory to any similar insurance or self-insurance carried by DISTRICT. The DISTRICT reserves the right to adjust its insurance requirements as needed.
  - b. Contractor ☒ WILL ☐ WILL NOT have significant contact with students. If applicable, proof of professional liability insurance, to include one million dollars (\$1,000,000.00) per occurrence for Sexual Abuse/Molestation is also required. If applicable, CONTRACTOR will comply with the provisions of Education Code 45125 regarding the submission of fingerprints to the California Department of Justice and the completion of criminal background investigations of the CONTRACTOR and/or its employees.

Contractor agrees to hold harmless and to indemnify District for:

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

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

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

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

AGREED:

Contractor Signature

Title

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 1, 2019  
**SUBJECT:** **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 (NAEHCY) - 31st Annual Conference in Washington DC, November 2-5, 2019**

**BACKGROUND:** The National Association for the Education of Homeless Children and Youth (NAEHCY) provides direction to school districts across the country in order to help improve equity among homeless student populations. Each year, an annual conference provides four days of breakout sessions, which are based around a variety of aspects connected to improving student success for this vulnerable population. Examples of such trainings are learning best practices for identifying and supporting homeless youth, creating transportation policies and procedures to reduce chronic absenteeism among the homeless student population and implementing staff development to improve sensitivity and awareness among school staff members regarding the plight of homeless students and family.

**RATIONALE:** The Tracy Unified School District currently has over 500 homeless students, according to the definition of homelessness provided by the federal protective legislation entitled "The McKinney-Vinto Act." In accordance with this guiding law, TUSD's Office of Prevention Services strives to create and implement best practices that promote improved student outcomes for students who currently live in un-stable housing situations. Specifically, the Coordinator of Prevention Services serves as the Homeless Liaison for the Tracy Unified School District, and is responsible for creating and sustaining a program that gives academic, attendance, social and emotional aid to homeless students, for the purpose of improved student outcomes. The Secretary of Prevention Services is responsible for helping to identify and report on the number of students who can and are considered homeless within TUSD, under the law. Parent Liaisons work on the front lines of the district's homeless program, and provide direct services to families whenever necessary. Attending this annual training benefits those who work within the district's homeless program, and ensures that the district has a program aligned to all changing homeless student legislation. In addition, this training is supported by TUSD's 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 TUSD's 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:** Airfare, hotel and conference registration for five attendees will not exceed \$12,000. This will be paid for through District Title I funds. Registration fees are \$520 dollars per person (\$3120 in total), estimated hotel accommodations are \$6120 in total, and airfare is estimated to cost \$2600 in total. This conference will be paid for through District Title I funds.

**RECOMMENDATION:** 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 (NAEHCY) - 31<sup>st</sup> Annual Conference in Washington DC, November 2-5, 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 15, 2019  
**SUBJECT:** **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**

**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. South West Park Elementary would like to add two additional days of mental health services using its Title I funds. Tracy Unified School District (TUSD) will already be providing one day of mental health services to South West Park Elementary using LCAP dollars during the 2019-2020 school year. South West Park Elementary 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. South West Park Elementary will contract with Community Medical Centers to provide targeted and intensive behavioral health interventions at South West Park Elementary School using site Title I 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 Community Medical Centers will not exceed \$24,480. Site Title I funds will pay for this cost.

**RECOMMENDATION:** 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.

**Prepared by:** Ramona Soto, Principal of SW Park 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," Community Medical Centers, 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 Mental Health services ("Services"), including but not limited to assessment, diagnosis, and treatment of mental health disorders. Vendor may also provide counseling services to students who do not meet medical necessity for a mental health disorder. Services shall be provided to the the following sites: SW Park for 2 additional days, using site title I funds. Clinicians shall be registered associates with a BBS in Social Work, Marriage and Family Therapy, Marriage and Family Clinical Counseling, or Clinical Psychology, and Contractor shall provide proof of registration and qualifications in advance of Services being provided.
  - a. 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), inclusive of subparagraphs and Exhibit "A" ("Scope of Services") attached hereto and incorporated herein by this reference. Contractor represents that it has the qualifications and abilities to perform the Services in a professional manner, without the advice or control of District. Contractor's services will be performed, reports and recommendations prepared in accordance with generally accepted principles and practices of its profession for services to California public school districts.
  - b. As part of its Services, Contractor shall comply with all applicable federal, state, and local laws and regulations.
2. This Agreement and its exhibits, if any, 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.
3. Contractor will provide the above Services(s), as outlined in Paragraph 1, for a period of up to a total of 12 ☒ **HOURS PER WEEK** ☐ **DAYS**, under the terms of this Agreement at the locations identified in Paragraph One of this Agreement.
4. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
  - a. District shall pay \$60.00 ☒ **HOURLY** ☐ **DAY** ☐ **FLAT RATE**, not to exceed a total of twenty four Thousand, Four Hundred Eighty Dollars (\$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** ☒ **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 of all properly invoiced, undisputed amounts for services

actually provided 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.

5. The terms of the agreement shall commence on July 1<sup>st</sup>, 2019 and shall terminate on June 30<sup>th</sup>, 2020
6. 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. Notice shall be made to the parties as follows:
  - a. Notice to District:

Tracy Unified School District  
1875 W. Lowell Avenue  
Tracy, California 95376  
ATTN: Superintendent
  - b. Notice to Contractor:

Community Medical Centers, Inc.  
7210 Murray Drive  
Stockton, CA 95210  
ATTN: Alfonso Apu, LCSW
7. 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.
8. Contractor shall contact the District's designee, Molly Long, 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.
9. 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. District shall not control and shall not have any right to control the activities of Contractor in carrying out its Services and shall have no responsibility for Contractor's compliance with federal, state, or local laws or regulations. 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. Contractor understands and agrees that it and all of its employees or subcontractors shall not be considered officers, employees, agents, partners, or a joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled. 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. Contractor shall assume full responsibility for payment of all federal, state and local taxes on contributions, including unemployment insurance, social security and income taxes with respect to Contractor's employees or subcontractors.
  - 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. Contractor shall also be required to provide proof (Certificate of Insurance) of commercial automobile liability, any

auto coverage in a minimum amount of one million dollars (\$1,000,000) per accident for bodily injury and property damage. Contractor shall also be required to provide proof of Workman's Compensation coverage with waiver of subrogation. A separate additional insured endorsement shall be provided for all policies 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 shall be required to provide proof of Professional Malpractice Liability Insurance for Contractor, its officers, agents, employees, and volunteers in an amount not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate limit. If Contractor's Professional Malpractice Liability insurance is provided on a claims-made basis, upon the expiration or termination of this Agreement, Contractor shall continuously maintain such insurance or purchase extended reporting period (i.e., "tail") coverage for the longest extended reporting period then available to ensure that insurance coverage in the amounts stated above is maintained for claims that arise from Services provided under this Agreement.
- c. Contractor [ ☒ ] **WILL** [ ☐ ] **WILL NOT** have significant contact with students. Proof of professional liability insurance, to include one million dollars (\$1,000,000.00) per occurrence for Sexual Abuse/Molestation, is also required. 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.

To the furthest extent permitted by California law, Contractor agrees to hold harmless and to indemnify District, including its board members, representatives, officers, consultants, employees, and volunteers, from and against:

Any and all demands, losses, liabilities, claims, suits, damages, costs expenses, judgment and actions ("Claims") of any kind, nature and description, including but not limited to personal injury, bodily injury, death, property damage, and attorney fees and costs, directly or indirectly arising out of, connected with, or resulting from the performance of the Agreement or from any activity, work, or thing done, permitted, or suffered by the Contractor or its employees or subcontractors in conjunction with this Agreement, unless the Claims are caused wholly by the sole negligence or willful misconduct of the District. Contractor shall pay or satisfy any judgment that may be rendered against District in any such Claim proceeding or the result thereof.

And Contractor at his or her own cost, expense and risk, shall defend any and all claims, actions, suits or other legal proceedings that may be instituted against District for any such claim or demand, The District shall have the right to accept or reject any legal representation Contractor proposes for District's defense.

- 10. 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.
- 11. 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.

12. Confidentiality. Contractor and its employees, agents, staff, and subcontractors shall maintain the confidentiality of all information received in the course of performing the Services under this Agreement. This confidentiality requirement applies to all student information obtained by the Contractor as set forth in the Family Educational Rights and Privacy Act (20 U.S.C. § 1232g; 34 C.F.R. part 99); the Education Code (including Section 49060 et seq.); the Health and Safety Code (including Sections 123100 et seq.); and the Health Insurance Portability and Accountability Act. The requirement of this shall extend beyond the completion or termination of this Agreement.

Contractor and District further agree and acknowledge that the District is in possession of student educational records only (see 20 U.S.C. § 1232g subd. (a)(4); 34 C.F.R. part 99) and will not provide services constituting a "business associate," per 45 C.F.R. 160.103. Therefore, the parties acknowledge that a business associate agreement is not needed.

13. To the extent permitted pursuant to federal, state, and local laws and regulations, District shall become the owner of, and entitled to, access to 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. This clause explicitly exempts any records or documentation that are not considered educational records and instead constitute Protected Health Information as defined under HIPAA, as well as any other state and federal law.
14. Notwithstanding any other provision of this Agreement, in no event shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including but not limited to, lost profits or revenue, arising out of or in connection with this Agreement or for the Services performed in connection with this Agreement. District's financial obligations under this Agreement shall be limited to the payment of compensation as provided for herein.
15. 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. Contractor's obligation to comply with applicable federal, state, county and municipal laws, ordinance, regulations, orders and decrees is a non-delegable duty and belongs solely to Contractor.
16. 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.
17. 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:**

Charles Neumann CEO  
Community Medical Centers, Inc. Title

11210115  
IRS Identification Number

CEO  
Title

7210 Murray Dr.  
Address  
Stockton CA 95210

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

\_\_\_\_\_  
Date

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

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

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

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

**Exhibit A**  
**Scope of Services**

Contractor shall provide the following services ("Services");

1. Provide Mental Health services ("Services"), including but not limited to assessment, diagnosis, and treatment of mental health disorders. Vendor may also provide counseling services to students who do not meet medical necessity for a mental health disorder. Services shall be provided to the following sites: SW Park for two additional days using site title I funds.
2. Collect and maintain *Informed Consent To Treat A Minor* Forms ("Forms") on Forms provided by the District, or Forms approved by District.
3. Promptly comply with District Requests for Release of Information and/or Requests for Exchange of Information ("Requests"), to the extent such Requests do not seek protected health information, or to the extent that a parental or guardian waiver or consent form is obtained for the release of such information.
  - a. Upon receipt of a Request, Contractor shall respond within 2 business days, either:
    - i. Providing the requested information
    - ii. Providing all information identified as releasable, and providing an identification of the type and scope of information requested which Contractor contends cannot be released, including an explanation. Contractor shall cooperate with District in resolving any disputes regarding Requests.
4. Contractor shall not provide the following services:
  - a. Prescribing medication;
  - b. Adjusting or otherwise altering medication.
5. Contractor shall comply with the mandated reporting requirements detailed in Penal Code sections 11164 et seq., including training staff members on an annual basis and documenting compliance with the mandated reporting training requirements. District shall not have responsibility for Contractor's compliance with these requirements, nor shall District be liable for any damage, harm, or injury resulting in whole or in part therefrom.
6. To the extent permitted pursuant to federal, state, and local laws and regulations, Contractor shall use reasonable best efforts to notify the District within 24 hours of concerns regarding the health and safety of a student that may impact the student's educational program. As an independent contractor, District is not constructive notice or actual notice of Contractor's knowledge, information, or concerns absent Contractor's communication thereof. District shall not have responsibility for Contractor's compliance with federal, state, or local laws and regulations requiring notice, nor shall District be liable for any damage, harm, or injury resulting in whole or in part therefrom.



# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Brian R. Stephens, Superintendent  
**FROM:** Dr. Sheila Harrison, Associate Superintendent of Educational Services  
**DATE:** May 15, 2019  
**SUBJECT:** **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**

**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. TUSD will already provide 680 hours of Mental Health Services to West High School, using LCAP funds during the 2019-2020 school year. West High School would like to add 680 additional mental health hours to their school site for the 2019-2020 school year, using site Title I funds.

**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. West High School will contract with Valley Community Counseling to provide targeted and intensive behavioral health interventions at West High school using school Title I funding. This effort supports district strategic goal #2: Provide a safe and equitable learning environment for all students and staff as well as 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 \$37,600. This funding will be paid with site Title 1 funds.

**RECOMMENDATION:** 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.

**Prepared by:** 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 West High School: 748 hours @\$50/hr, using a Master's level Intern in Social Work, Marriage Family Therapy, Marriage Family Clinical Counseling, or Clinical Psychology.

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 748 ( ) ☒ **HOURS** [ ☐ **DAYS**, under the terms of this agreement at the following location West High School.

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

- a. District shall pay \$ 50 per ☒ **HOUR** [ ☐ **DAY** ] ☐ **FLAT RATE**, not to exceed a total of \$ 37,600. 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:

Def R, LMT  
Contractor Signature Title

Executive Director  
Title  
6307 Embarcadero Dr  
Address  
Stockton CA  
95219

Tracy Unified School District

Date

Account Number to be Charged

Department/Site Approval

Budget Approval

Date Approved by the Board



# EDUCATIONAL SERVICES MEMORANDUM

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**TO:** Dr. Brian R. Stephens, Superintendent  
**FROM:** Dr. Sheila Harrison, Associate Superintendent of Educational Services  
**DATE:** May 15, 2019  
**SUBJECT:** **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**

**BACKGROUND:** The leaders of the Tracy High School Yearbook Design class would like to attend the California Yearbook Academy. Six students and Stacy Browne, Advisor will attend the academy. Transportation will be provided by each student's parent. The students and advisor will be stay in the dorms at Cal State East Bay.

**RATIONALE:** The opportunity to participate in a four-day intensive yearbook academy will be invaluable to the Tracy High School Yearbook students. It will provide the students the importance of teamwork. At the academy, students will create a theme; cover endsheets, layout designs and ladder for the 2019-2020 yearbook. This 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.

**FUNDING:** There will be no cost to the District. Registration, food and lodging will be paid by the ASB yearbook funds.

**RECOMMENDATION:** 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.

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





**TRACY**  
UNIFIED SCHOOL DISTRICT

# EDUCATIONAL SERVICES MEMORANDUM

---

**TO:** Dr. Brian Stephens, Superintendent  
**FROM:** Dr. Sheila Harrison, Assistant Superintendent for Educational Services  
**DATE:** May 3<sup>rd</sup>, 2019  
**SUBJECT:** **Approve Agreement for Special Contract Services with TPRS® (Teaching Proficiency through Reading and Storytelling) for World Language Teachers during the 2019-2020 School Year**

**BACKGROUND:** Best practices for World Language instruction call for delivering instruction primarily in the target language and building proficiency with opportunities for interactions in real-world contexts. TPRS® is a foreign language teaching method that stands for Teaching Proficiency through Reading and Storytelling. It began as a teaching strategy created by a Spanish teacher, Blaine Ray in the late 1980's. TPRS builds proficiency in the use of grammatical structures by having the students read and invent stories. Using TPRS, the teacher creates a context in which the target structures and vocabulary return repeatedly within a conversation. In this context, students acquire proficiency in a natural, conversational way. They are not learning *about* the language; they are learning *to use* the language. World language teachers expressed a desire to have formal training in TPRS and received initial training during the 2017-18 school year.

**RATIONALE:** According to the Partnership for 21<sup>st</sup> Century Learning (P21), proficiency in more than one language is an essential 21<sup>st</sup> century skill. Their 21<sup>st</sup> Century Skills Map, designed in cooperation with the American Council on the Teaching of Foreign Languages, emphasizes the need for language instruction to focus on students using the language to communicate and collaborate. Continued professional development in TPRS will give our world language teachers additional tools and strategies to meet these demands. This contract includes 12 days of contractor support to teachers with professional development and in-classroom coaching. 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 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 is not to exceed \$22,500 for the 2019-2020 school year to be paid out of LCAP funds.

**RECOMMENDATION:** Approve Agreement for Special Contract Services with TPRS® (Teaching Proficiency through Reading and Storytelling) for World Language Teachers during 2019-2020 School Year.

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

# 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 TPRS Books, 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 ten (12) days of professional development on TPRS to World Language teachers on August 1-2, 2019, October 7-9, 2019, November 18-20, 2019, January 13-14, 2020 and March 23-24, 2020. TPRS is Teaching Proficiency through Reading and Storytelling.
- 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 ( ) [ ] HOURS [X] DAYS, 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 \$ see above per [ ] HOUR [ ] DAY [X] FLAT RATE, not to exceed a total of \$ 22,500. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
  - b. District [ ] SHALL [X] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$            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 1, 2020.
5. This agreement may be terminated at any time during the term by either party upon thirty (30) days' written notice of termination delivered by certified mail, return receipt requested.

6. Amendments, changes or modifications in the terms of this Agreement may only be made at any time by mutual written agreement between the parties hereto and shall be signed by the persons authorized to bind the parties hereto.
7. Contractor shall contact the District's designee, Tania Salinas, at (209) 839-3275 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 \_\_\_\_\_ Owner  
Title \_\_\_\_\_

IRS Identification Number \_\_\_\_\_  
TPRS Books (Von Ray) \_\_\_\_\_  
Title \_\_\_\_\_  
9830 S. 51st. St. \_\_\_\_\_  
Address \_\_\_\_\_  
Ste. B 114 \_\_\_\_\_  
Phoenix, AZ 85044 \_\_\_\_\_

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

\_\_\_\_\_  
Date  
(LCAP)

\_\_\_\_\_  
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:** April 12, 2019  
**SUBJECT:** 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

**BACKGROUND:** West High School would like to add additional days of mental health services using its title one site funds during the 2019-2020 school year. Tracy Unified School District (TUSD) already provides two and a half days of mental health services to West High School, using district LCAP dollars. West High wants to add two and a half additional days of mental health services, 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. Students benefit greatly from having behavioral health clinicians on school site campuses, and TUSD relies on this service to aid in its support of students who struggle with emotional issues during the school year. TUSD will contract with Valley Community Counseling Services to provide targeted and intensive behavioral health interventions at West High School using LCAP 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 Valley Community Counseling Services will not exceed \$37,600. This funding will be paid with District LCAP funds.

**RECOMMENDATION:** 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.

**Prepared by:** Molly Long, LCSW, 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 West High School: 272 hours @\$50/hr, using a Master's level student in a graduate program in one of the following fields: Social Work, Marriage and Family Therapy, Marriage and Family Clinical Counseling, or Clinical Psychology; 408 hours @\$60/hr, using a BBS registered associate in Social Work, Marriage Family Therapy, Marriage Family Clinical Counseling, or Clinical Psychology.

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 680 ( ) ☒ HOURS | | DAYS, under the terms of this agreement at the following location West High School.
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
  - a. District shall pay \$ 50/60 per ☒ HOUR | | DAY | | FLAT RATE, not to exceed a total of \$ 37,600. 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

Executive Director

Title

6707 Embarcadero Dr.

Address

Stockton CA

95219

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 8, 2019  
**SUBJECT:** 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

**BACKGROUND:** Students attending Villalovoz Summer School are currently at risk and in need of further developing core skills. The focus on science will develop reading, writing, listening and speaking skills as students engage in science-based activities designed to reignite a love of learning. Approximately 400+ K-4<sup>th</sup> grade students will be participating in the Villalovoz Summer School program this year. Wow on Wheels Science Museum provides a credentialed Educational Program Coordinator to facilitate engaging science experiences in each classroom. Wow on Wheels Science Museum offers standards-based, hands-on activities that will further enrich the science curriculum and spark student curiosity about the world around them.

**RATIONALE:** The Wow on Wheels Science Museum in-school field trips will provide each of the District's K-4<sup>th</sup> grade classrooms with at least two separate experiment activities. The sessions are scheduled to be held on June 6, 13, 20, 27, 2019. This Agenda request 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 # 3: Apply fiscal, operational and community resources to ensure a safe learning environment that supports staff and student goals.

**FUNDING:** This contract is to be paid with District Title I Funds. This contract will not exceed the amount of \$2,474.00.

**RECOMMENDATION:** 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.

**Prepared by:** Ms. Kelle Patrick, Principal, Summer School Elementary.

# 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 World of Wonders (WOW) Science Museum Field Study Trips \_\_\_\_\_, 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: Wow on Wheels Science Museum provides a credentialed Educational Program Coordinator to facilitate engaging science experiences in classrooms. Wow on Wheels Science Museum offers standards-based, hands on activities that will further enrich the science curriculum and spark student curiosity about the world around them.

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 four (4) [ ] HOURS [X] DAYS, under the terms of this agreement at the following location Villalobos Elementary School.
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
  - a. District shall pay \$2,474.00 per [ ] HOUR [ ] DAY [X] FLAT RATE, not to exceed a total of \$2,474.00. 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 June 6, 2019, and shall terminate on June 27, 2019.

5. This agreement may be terminated at any time during the term by either party upon 10 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, Kelle Patrick, at (209) 830-3390 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

Identification Number

Title

Address

Tracy Unified School District

Date

Account Number to be Charged

Department/Site Approval

Budget Approval

Date Approved by the Board



# HUMAN RESOURCES MEMORANDUM

**TO:** Dr. Brian Stephens, Superintendent  
**FROM:** Tammy Jalique, Associate Superintendent for Human Resources  
**DATE:** May 15, 2019  
**SUBJECT:** Accept Resignations/Retirements/Leave of Absence for Classified, Certificated, and/or Management Employment

## BACKGROUND:

## MANAGEMENT/CLASSIFIED CONFIDENTIAL RESIGNATION

Elisavet Barajas Assistant Principal	West High	6/30/19	Personal
Rebecca Camacho Psychologist	District Wide	6/30/19	Personal
Catherine Nasello Assistant Principal	Art Freiler	6/30/19	Accepted Hirsch Principal Position

## BACKGROUND:

## CERTIFICATED RESIGNATION

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
Bianca Perez English	West High	5/24/19	Personal
Leticia Posey Kindergarten	South/West Park	5/24/19	Personal

## BACKGROUND:

## CLASSIFIED RESIGNATION

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
Bixel, Mishel Special Education Para Ed I	Bohn	5/25/19	Personal

Brusca, Charleen Special Education Para Ed I	Poet	5/25/19	Personal
Jaekel, Lorraine IEP Para Educator I	KHS	5/25/19	Personal
Mantor, Mary Para Educator I	Art Freiler	5/25/19	Personal
Molina, Daniel Parent Liaison	S/WP	5/25/19	Personal
Rose, Chrys Special Education Para Ed I	Jacobson	5/25/19	Personal

**BACKGROUND:**

**MANAGEMENT/CLASSIFIED  
CONFIDENTIAL RETIREMENT**

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>
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Sterritt, Michelle School Secretary High School	KHS	6/30/19
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**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 of Human Resources  
**DATE:** May 15, 2019  
**SUBJECT:** Approve Classified, Certificated, and/or Management Employment

## BACKGROUND:

Aptaker, Lee

Erickson, Jeff

Etcheverry, Danielle

Heffelfinger, David

Hoffman, Jenny

Frangella, Frank

Goossen, Cynthia

Lake, Caryn

## CERTIFICATED

SDC 9-12 (Replacement)  
West High School  
Class I, Step 1, "A" \$50,570.00  
Funding: Restricted Funds

Biology (Replacement)  
West High School  
Class VI, Step 22, "B" \$98,000.00  
Funding: General Fund

Speech Language Pathologist (Replacement)  
District Wide  
LMP Class 8, Step G \$103,022.00  
Funding: Restricted Funds

Social Science (Replacement)  
West High School  
Class I, Step 1, "A" \$50,570.00  
Funding: General Fund

Middle School Counselor  
Monte Vista and Williams  
LMP Class 5, Step H \$101,569.65  
Funding: Restricted Funds

Adapted Physical Education (Replacement)  
District Wide  
Class I, Step 1, "A" \$50,570.00  
Funding: Restricted Funds

Speech Language Pathologist (Replacement)  
District Wide  
LMP Class 8, Step H \$108,038.00  
Funding: Restricted Funds

8 Speech Language Pathologist (Replacement)

	District Wide LMP Class 8, Step A \$77,776.00 Funding: Restricted Funds
Lopez, Gabriella	Social Science (Replacement) West High School Class VI, Step 19 “B” \$91,250.00 Funding: General Funds
Pope-Gotschall, Catherine	School Librarian (Replacement) West High School Class VI, Step 13 “B” \$82,594.00 Funding: General Funds
Vergara, Micaela	4 <sup>th</sup> grade – Conventional (Replacement) South/West Park Class I, Step 1, “A” \$50,570.00 Funding: General Funds

**BACKGROUND:**

**CLASSIFIED**

Enriquez, Decelia	Food Service Worker (Replacement) Williams Middle School Range 22, Step A - \$14.38 per hour 3 hours per day Funding: Child Nutrition – School Program
Merryman, Angie	Special Education Para Educator I (Replacement) Hirsch Elementary School Range 24, Step A - \$15.07 per hour 5 hours per day Funding: Special Ed-IDEA 80% and Special Ed IDEA Preschool 20%
Roman, Jocelyne	Special Education Para Educator I (Replacement) Central Elementary School Range 24, Step C - \$16.53 per hour 6.5 hours per day Funding: Special Education
Syed Sulthan, Sajina	Special Education Para Educator I (Replacement) Central Elementary School Range 24, Step C - \$16.53 per hour 4 hours per day Funding: Special Education

**BACKGROUND:**

**COACHES**

Dorado Jr., Abel

Frosh/Soph Boys’ Soccer



West High School  
Stipend: \$3,907.00

Lieberg, Todd

Girls' Head Water Polo  
Tracy High School  
Stipend: \$5,860.67

Pajarillo, Zoey

Basketball – Frosh Girls'  
Kimball High School  
Stipend: \$3,907.00

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

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



# HUMAN RESOURCES MEMORANDUM

**TO:** Dr. Brian Stephens, Superintendent  
**FROM:** Tammy Jalique, Associate Superintendent for Human Resources  
**DATE:** May 17, 2019  
**SUBJECT:** Receive Peer Assistance and Review Annual Report for the 2018-2019 School Year

**BACKGROUND:** During the 2009-2010 school year, the Tracy Educators Association (TEA) and the Tracy Unified School District brought back the Peer Assistance and Review (PAR) program. The Program continues to operate during the 2018-2019 school year.

**RATIONALE:** The Peer Assistance and Review Program (PAR) allows exemplary teachers (Consulting Teachers) to assist certain permanent and beginning teachers in the areas of instructional skills, pupil progress, learning environment/classroom management, adherence to curricular/learning objectives, and/or related aspects of his or her teaching performance. Teachers referred to or who volunteer for the program are viewed as valuable professionals who deserve to have the best resources available provided to them in the interest of improving their performance.

Pursuant to Article XXXVI, Peer Assistance and Review (PAR), the Joint Committee is required to submit an annual report to the Governing Board regarding the program's impact. The attached annual report from the Joint Committee includes a summary of the program activities and recommendations of the Joint Committee.

This aligns with 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:** Receive Peer Assistance and Review Annual Report for the 2018-2019 school year.

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

## **PEER ASSISTANCE AND REVIEW PROGRAM**

### **2018-2019 Annual Report**

#### **Referred Participants:**

The PAR program served three teachers who were mandatory referrals during the 2018-2019 school year. One of the participants entered the program in the Fall of 2017 as a voluntary participant but became a mandatory participant for the 2018-2019 school year. However, that teacher was unable to continue participation due to a medical leave. The teacher will be eligible to resume PAR services upon return to the District. One of the participants was exited from the program in January of 2019 following a transition of the employee's job classification from TEA representation to membership in TSMA. As PAR is a support offered to members of TEA, the participant was no longer eligible for support through PAR and instead receives support from members of the Special Education Department. The third participant entered PAR in August of 2018 and received services for the 2018-2019 school year, for a total of 10 months of service provided. The employee would be eligible for 8 months of service in 2019-2020, with an additional 6 months possible if requested and approved by the joint committee.

For the 2019-2020 school year, there will be no additional mandatory participants.

#### **Voluntary Participants:**

The program also provided services to two voluntary participants. One voluntary participant entered the program in January of 2018 and received services for the 2018-2019 year, for a total of 15 months of service provided. The teacher is eligible for a total of 18 months of service, with a possible extension to 24 months should such a request be made and approved by the joint committee. The other voluntary participant was scheduled to receive all remaining services in the 17-18 school year; however, due to the assigned consulting teacher being on leave, services were extended for three months into the 2018-2019 school year, completing the maximum length of support to the participating teacher.

There will be one additional voluntary participant during the 2019-2020 year, as a self-referral was received in April of 2019.

#### **Consulting Teachers Training and Support:**

Consulting Teachers had the option to attend *Mentoring Matters: A Practical Guide to Learning-Focused Relationships* presented by Lisa Danielson on July 26-27, 2018. This two-day training supported new Consulting Teachers in building focused relationships with teachers. Consulting Teachers were also trained in using the PAR documentation forms and were also provided with a copy of the *Mentoring Matters* text.

A series of nine (9) workshop sessions were provided through Professional Learning that supported Consulting Teachers in receiving just-in-time support in planning for future coaching sessions with PAR participating teachers. Consulting teachers brought their challenges in working with participating teachers, whether mandatory or voluntary participants, and engaged in 'practice' coaching.

The table below provides the dates and times of the workshops, as well as the number of participants at each session.

Workshop Dates			
August 14, 2018 3:30-5:00 PM	3	January 8, 2019 3:30-5:00 PM	0
September 11, 2018 3:30-5:00 PM	2	February 5, 2019 3:30-5:00 PM	0
October 9, 2018 3:30-5:00 PM	1	March 12, 2019 3:30-5:00 PM	0
November 13, 2018 3:30-5:00 PM	1	April 9, 2019 3:30-5:00 PM	0

The structure and format of consulting teacher support will be reviewed and revised to encourage stronger consulting teacher participation in 2019-2020. One option that will be explored is offering the consulting teachers the opportunity to attend induction trainings with other District mentors. Individual training and support will continue as needed for each consulting teacher.

As there is still a need for additional Consulting Teachers to cover all academic content areas and grade levels, applications have been sent to all teachers and will be processed as they are received.

#### **Topics/Activities Covered in the Peer Assistance Program (PAR):**

The Joint Committee meets monthly to review reports from consulting teachers, to monitor progress and provide support as needed. Consulting teachers present their reports in person at least three times per year.

The funding for the PAR Program serves voluntary and mandatory participants, as well as the New Teacher Induction Program. Funds were allocated to provide the *Mentoring Matters* books for all consulting teachers as identified above and to order classroom materials in support of a participating teacher's growth goals. Per the Master Agreement, the previous year's revenue monies not used by the PAR Program will be used in the BTSA/Induction Program during the following year.

## Recommendations:

For the 2019-2020 school year, the Joint Panel recommends:

- All active Consulting Teachers should continue to work with their Participating Teachers (newly identified and continuing) for the 2019-2020 school year. It is important that the Consulting Teacher work with their Participating Teacher *before school starts* in order to set up the classroom and to design and implement structures and routines to ensure an effective and healthy learning environment for all students.
- The structure and format of consulting teacher support be reviewed and revised to encourage stronger consulting teacher participation in 2019-2020.
- The Joint Committee continue to provide training materials for site administrators to inform them about the PAR program and its benefits. Continue to present PAR training information during management meetings for all administrators to take back to their sites for implementation with their teachers.
- The Joint Committee will continue to remind Site Administrators and TEA Members annually about the benefits of volunteering for PAR participation and that the PAR Program is available to all permanent teachers on a voluntary basis at any time during the school year.
- The Joint Committee continue to gather feedback from participating teachers and consulting teachers to evaluate the effectiveness of their PAR experience.
- The Joint Committee continue to provide on-going support to Consulting Teachers in partnership with Staff Development. The committee believes this training should be an expectation for consulting teachers providing service to mandatory participants.

Respectfully submitted,

PAR Joint Committee Members:

Kimberly Jacobs, Chair (TEA Rep)

John Anderson, TEA Rep

Melissa Beattie, District Rep

Janis Green, TEA Rep

Tammy Jalique, District Rep



# BUSINESS SERVICES MEMORANDUM

**TO:** Dr. Brian Stephens, Superintendent  
**FROM:** Dr. Casey Goodall, Associate Superintendent for Business  
**DATE:** May 15, 2019  
**SUBJECT:** Authorize Refurbishment of the Transportation Department Bus Wash Station

**BACKGROUND:** A bus wash station was installed in the bus yard in 2001, where it has been maintained primarily by personnel from the TUSD Maintenance Department. During more than 18 years of use, all of it in wet conditions, many metal elements of the system have experienced severe corrosion. During a routine wash cycle on November 1, 2018, one of the brushes broke away and collapsed onto the ground. In response, the bus mechanics disengaged the brushes to allow the system to continue operating at a diminished level, which still allowed drivers to remove the majority of the dirt from the buses. This was a good temporary solution until we could get the quote and approval to repair.

While the Transportation office staff was pursuing quotes for repairs, we learned that simply fixing or replacing the broken brush was not an option. The only options were to refurbish or replace the bus wash. Refurbishment was estimated to cost \$58,688.24. Replacement was estimated to cost in excess of \$100,000.

A subsequent bus accident caused additional damage to the wash bay, most of which was repaired by the District Welder. Because the framework of the wash bay was still in good condition, the refurbishment option was identified as the best option because it was less expensive and had a faster turn-around time. A refurbished system is expected to provide 18 to 20 years of additional service.

**RATIONALE:** TUSD is obligated by law to keep our buses clean and free from debris. The California Highway Patrol may ground a bus for being dirty, and a driver may be cited by an officer if the bus is observed to be dirty either on the inside or the outside. The bus wash system has been a reliable labor-saving device for several decades. It ensures effective use of employee time while keeping our equipment clean and compliant. Prior to the installation of the bus wash, drivers were required to wash buses by hand.

**FUNDING:** Refurbishment is expected to cost \$58,688.24, which will be charged to the Transportation Department Budget.

**RECOMMENDATION:** Authorize Refurbishment of the Transportation Department Bus Wash Station.

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

# N/S CORPORATION BUDGETARY QUOTE

Quotation Number: 2-1099

Date: 2-26-2019

System: SYS-3100 REHAB

Customer No.:

Location: Tracy Unified School District  
1975 W. Lowell Ave.  
Tracy, CA 95376

Prepared For: Manuel Silveira  
Mechanic Specialist  
(209) 830-3267  
[masilveira@tusd.net](mailto:masilveira@tusd.net)

**N/S CORPORATION**  
235 W. Florence Avenue  
Inglewood, CA 90301

PAGE 1 OF 3

We are pleased to provide you with the following quotation for a System 3100 REHAB.

MODEL NO.	DESCRIPTION	PRICE	QTY	EXTENDED PRICE
630-1312-12D	Wrap Brush – Driver Side	\$3,240.00	1	\$3,240.00
630-1312-12P	Wrap Brush – Passenger Side	\$3,240.00	1	\$3,240.00
212-1001	Motors	\$670.00	3	\$2,010.00
235-2132	Gear Reducers	\$994.00	2	\$1,988.00
CP-B1-208-4	Control Panel	\$5,500.00	1	\$5,500.00
MISC	Replumb – Chemical Arch	\$1,800.00	1	\$1,800.00
MISC	Replumb – Rinse Arch	\$1,800.00	1	\$1,800.00
765-2508D	Coupler – Driver Side	\$709.00	1	\$709.00
765-2508P	Coupler – Passenger Side	\$709.00	1	\$709.00
520-2006	Chemical Pump – Blue White	\$504.00	1	\$504.00
ARTB-500	Air Retract System	\$2,937.00	1	\$2,937.00
630-1015	Wrap Chaim Assembly	\$128.00	1	\$128.00
900-5016	Bumper Bracket	\$125.00	2	\$250.00
640-1603	Bumper Arm	\$25.00	2	\$50.00
760-1610	Shocks w/ Bushings	\$138.00	4	\$552.00
610-1011	Pillow Block Bearings	\$129.00	6	\$774.00
900-0495	Stabilizer	\$141.00	2	\$282.00
235-2134	Curtain Reducer 40:1	\$934.00	1	\$934.00
870-1760	Washer	\$3.00	4	\$12.00
680-1210	Collar Lock	\$20.00	1	\$20.00

# N/S CORPORATION BUDGETARY QUOTE

Quotation Number: 2-1099

Date: 2-26-2019

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Location: Tracy Unified School District  
1975 W. Lowell Ave.  
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Mechanic Specialist  
(209) 830-3267  
[masilveira@tusd.net](mailto:masilveira@tusd.net)

**N/S CORPORATION**  
235 W. Florence Avenue  
Inglewood, CA 90301

PAGE 2 OF 3

We are pleased to provide you with the following quotation for a System 3100 REHAB.

MODEL NO.	DESCRIPTION	PRICE	QTY	EXTENDED PRICE
LCC-4X-126	Long – Black Lammscloth	\$36.00	92	\$3,312.00
LCC-4X-48	Short – Black Lammscloth	\$14.00	92	\$1,288.00
330-0020	S.O. Cord	\$2.00	50	\$100.00
475-3200	Poly Flo	\$0.42	50	\$21.00
475-2200	Blue Hose	\$2.35	40	\$94.00
820-1565	Brush Arm Hardware	\$15.00	2	\$30.00
870-1700	1" SS Flat Washer	\$2.00	4	\$8.00
840-5003	SS Lock Nut	\$8.00	2	\$16.00
900-0006	UHMW – Wrap Arm End Bushing	\$17.50	4	\$70.00
160-1098-.75	Breakaway Bushing	\$19.25	4	\$77.00
900-0550	Crank Arm for Mitter	\$210.00	1	\$210.00
	<b>Equipment Total:</b>			<b>\$32,665.00</b>
MISC	Erection Kit			\$650.00
CRATE	Crating			\$300.00
MISC	Tax (8.25%)			\$2,773.24
FRU	Freight			\$900.00
EREC	Erection			\$16,000.00
MISC	Forklift / Manlift			\$1,400.00
WARRAN	Warranty – 1 Year Defective Parts and Labor			\$4,000.00
	<b>Total:</b>			<b>\$58,688.24</b>



# N/S CORPORATION BUDGETARY QUOTE

Quotation Number: 2-1099

Date: 2-26-2019

System: SYS-3100 REHAB

Customer No.:

Location: Tracy Unified School District  
1975 W. Lowell Ave.  
Tracy, CA 95376

Prepared For: Manuel Silveira  
Mechanic Specialist  
(209) 830-3267  
[masilveira@tusd.net](mailto:masilveira@tusd.net)

**N/S CORPORATION**  
235 W. Florence Avenue  
Inglewood, CA 90301

PAGE 3 OF 3

We are pleased to provide you with the following quotation for a System 3100 REHAB.

MODEL NO.	DESCRIPTION	PRICE	QTY	EXTENDED PRICE
	<p><b>NOTE # 1:</b> NO PERMITS, LICENSES, FEES OR SLAB WORK OF ANY KIND HAS BEEN INCLUDED IN THIS QUOTATION.</p> <p><b>NOTE # 2:</b> THIS QUOTE DOES NOT INCLUDE A CLARIFIER, RECOVERY PITS OR SUMP PITS.</p> <p><b>NOTE # 3:</b> THIS QUOTE DOES NOT INCLUDE A TRENCH DRAIN OR ANY GRATING.</p> <p><b>NOTE # 4:</b> THIS QUOTE DOES NOT INCLUDE ANY CONCRETE WORK OF ANY KIND.</p> <p><b>NOTE # 5:</b> THIS QUOTE DOES NOT INCLUDE A MAIN POWER SUPPLY SUB PANEL IN THE WASH BAY.</p> <p><b>NOTE # 6:</b> THIS QUOTE DOES NOT INCLUDE A MAIN POWER SUPPLY TO THE WASH BAY.</p> <p><b>NOTE # 7:</b> THIS QUOTE DOES NOT INCLUDE A MAIN WATER SUPPLY TO THE WASH BAY AND DOES NOT INCLUDE THE BACKFLOW PREVENTER.</p> <p><b>NOTE # 8:</b> THIS QUOTE DOES NOT INCLUDE AN AIR COMPRESSOR OR MAIN AIR SUPPLY TO THE WASH BAY.</p> <p><b>NOTE # 9:</b> THIS QUOTATION DOES NOT INCLUDE UNION LABOR</p> <p><b>NOTE # 10:</b> THIS QUOTATION DOES NOT INCLUDE PREVAILING WAGES</p> <p><b>NOTE # 11:</b> WARRANTY (1) ONE YEAR, ON DEFECTIVE PARTS INCLUDED IN THIS QUOTATION AND LABOR</p> <p><b>NOTE # 12:</b> PAYMENT TERMS NET 30.</p> <p><b>NOTE # 13:</b> THIS QUOTATION IS FIRM FOR A PERIOD OF (60) SIXTY DAYS.</p>			



# BUSINESS SERVICES MEMORANDUM

**TO:** Dr. Brian R. Stephens, Superintendent  
**FROM:** Dr. Casey Goodall, Associate Superintendent of Business Services  
**DATE:** May 14, 2019  
**SUBJECT:** **Approve the Award of Request for Proposal (RFP) for Non-Commodity Food and Non-Food Items**

**BACKGROUND:** Tracy Unified School District Food Services Department plans to purchase Food and Non-Food items valued at greater than \$150,000.00 for the 2019-2020 school year; therefore, a bid is required to ensure compliance with the State and Federal purchasing guidelines. The deadline for the bid opening was April 25, 2019 at 2:00 pm at the District Education Center.

**RATIONALE:** Approval of this agenda item gives authorization to the Director of Food Services to award Food and Non-Food items to ensure best value, lowest prices, and that the bid meets all State and Federal Guidelines.

**FUNDING:** Funding for purchases are made through the Food Services Department budget, using Cafeteria Fund 13.

**RECOMMENDATION:** Approve the Award of Request for Proposal (RFP) for Non-Commodity Food and Non-Food Items.

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



# ADMINISTRATIVE & BUSINESS SERVICES MEMORANDUM

**TO:** Board of Education  
**FROM:** Brian R. Stephens, Superintendent  
**DATE:** May 17, 2019  
**SUBJECT:** Adopt Board Bylaws to Be Compliant with CSBA Guidelines (First 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 (First Reading).

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



# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Brian R. Stephens, Superintendent  
**FROM:** Dr. Sheila Harrison, Associate Superintendent of Educational Services  
**DATE:** May 15, 2019  
**SUBJECT:** Approve Adoption of Instructional Materials for International Baccalaureate Courses History of the Americas I and History of the Americas II

**BACKGROUND:** International Baccalaureate (IB) History of the Americas I and History of the Americas II are courses in the International Baccalaureate Programme at Tracy High School. To align with IB's new course syllabus for history, new instructional materials are requested.

The Curriculum Council is recommending:

	Title	Author(s)	Publisher/ Copyright
History of the Americas I	<i>A People &amp; A Nation, 11<sup>th</sup> edition</i>	Kamensky, et al.	Cengage, 2019
	<i>Latin America: An Interpretive History, 10<sup>th</sup> Edition</i>	Charlip, Burns	Pearson, 2017
	<i>Major Problems in American History Volume I: to 1877</i>	Cobbs, Blum (editors)	Cengage, 2017

	Title	Author(s)	Publisher/ Copyright
History of the Americas II	<i>Making America: A History of the United States, 7<sup>th</sup> edition</i>	Berkin, et al.	Cengage, 2019
	<i>History of the Americas, 1880-1981</i>	Mamaux et al.	Oxford, University Press, 2015
	<i>The Mexican Revolution 1884-1940</i>	Benson et al.	Hodder Education, 2014
	<i>The Move to Global War</i>	Rogers et al.	Oxford University Press, 2015

Community members have been made aware of the adoption process and this recommendation through newspaper announcements and a public review period of materials at the Instructional Media Center.

**RATIONALE:** The set of instructional materials being recommended for adoption demonstrates the highest correlation to the following evaluation criteria:

- Is well-aligned to the new curriculum topics and concepts in the IB History of the Americas course exams, including a global perspective on the history of North and South America, independence movements, revolutions, and war
- Presents opportunities for rigorous practice of close reading, writing, and source evaluation
- Includes rich sets of primary source documents for reading and interpretation

This agenda item meets Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or career goals.

**FUNDING:** Funding for the purchase of recommended materials not to exceed \$50,000 will be provided by Local Control Funding Formula funds reserved for the purchase of instructional materials.

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

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



# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Brian R. Stephens, Superintendent  
**FROM:** Dr. Sheila Harrison, Associate Superintendent of Educational Services  
**DATE:** May 15, 2019  
**SUBJECT:** Adopt Revisions to Board Policy (BP) 0420.4 and Acknowledge Revisions to Administrative Regulation (AR) 0420.4 Charter Schools (First 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 (BP) 0420.4 and Administrative Regulation (AR) 0420.4 codify and implement these responsibilities of the school district.

**RATIONALE:** Board Policy (BP) 0420.4 and Administrative Regulation (AR) 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 Board Policy and Administrative Regulation.

**FUNDING:** No cost to the District

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

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

## PHILOSOPHY, GOALS AND OBJECTIVES

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.:

### PHILOSOPHY, GOALS AND OBJECTIVES

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).



### PHILOSOPHY, GOALS AND OBJECTIVES

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 46204 Instructional Minutes~~

~~47600 47616.5 Establishment, Operation, Evaluation and Oversight of Charter~~

**PHILOSOPHY, GOALS AND OBJECTIVES**

~~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)  
 48014 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~~

## PHILOSOPHY, GOALS AND OBJECTIVES

~~41965 Definitions, including Satisfactory Progress and Private Schools~~  
~~41969 Numbering of Charter School Petitions~~  
~~41967 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.csba.org>~~  
~~CDE: <http://www.cde.ca.gov/sp/es/>~~  
~~Education Commission of the States: <http://www.ees.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]

## PHILOSOPHY, GOALS, OBJECTIVES AND COMPREHENSIVE PLANS

### Petition Signatures

To be considered by the Governing Board, a petition for the establishment of a new charter school within the ~~d~~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. 4116 - 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

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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

**PHILOSOPHY, GOALS, OBJECTIVES AND COMPREHENSIVE PLANS**

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).

# PHILOSOPHY, GOALS, OBJECTIVES AND COMPREHENSIVE PLANS

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 ~~the~~ District who choose not to attend charter schools.

11.13. A description of the rights of any employee of the District employee upon leaving ~~the~~ District employment to work in a charter school and of any rights of return to the District 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 ~~the~~ 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 petition requests for new charter schools, material revisions major 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

### PHILOSOPHY, GOALS, OBJECTIVES AND COMPREHENSIVE PLANS

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.

~~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))

### 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



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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, 2003, 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.

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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 ~~d~~District, unless the petition proposes to serve students in all the grade levels served by the ~~d~~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 ~~d~~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)

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### 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 ~~d~~ 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.

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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:

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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~~the public elementary school and for students who reside in ~~that~~the 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.

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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 the District and any other preference categories approved by the Board at a public hearing., except as provided for in Education Code 47614.5. 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)

~~e. 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 SBE (20 USC 6319; 34 CFR 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 3540-3549.3 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 (20 USC 6319)~~

- ~~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)

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(cf. 6162.52 - High School Exit Examination)

- ~~46.13.~~ 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)

- ~~47.14.~~ Meet the requirements of Education Code 51745-561749.3 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)

- ~~48.15.~~ 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)

- ~~49.16.~~ 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)

- ~~24.18.~~ 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, ~~e~~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.

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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 ~~d~~District, the ~~e~~County ~~o~~Office of ~~e~~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 ~~d~~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 ~~d~~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 ~~d~~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



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the reporting services, but shall not be required to purchase payroll processing services from the ~~d~~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 33054)~~

The Superintendent or designee shall subsequently prepare a summary of the public hearing to be forwarded with the waiver request to the SBE. 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 SBE. ~~(Education Code 33054)~~

**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)

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TUSD Acknowledged: ~~02.08.11~~[Update Date]



# HUMAN RESOURCES MEMORANDUM

**TO:** Board of Education  
**FROM:** Tammy Jalique, Associate Superintendent for Human Resources  
**DATE:** May 16, 2019  
**SUBJECT:** Adopt Board Policies to Be Compliant with Education Code Credentialing Requirements (Second Reading)

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

**RATIONALE:**

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

BP 4113, Assignment	UPDATE	Revised to remove obsolete language
AR 4113, Assignment	NEW	Expands assignment options to include Committee on Assignments in accordance with Education Code 44258.7(c) & (d)

**FUNDING:** Not Applicable.

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

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

## ASSIGNMENT

In order to serve the best interests of students and the educational program, the Governing Board authorizes the Superintendent or designee to assign certificated personnel to positions for which their preparation, certification, professional experience, and aptitude qualify them.

Teachers may be assigned to any school within the district in accordance with the collective bargaining agreement, Board policy and Administrative regulation.

### Assignment to Courses/Classes

The Superintendent or designee shall assign teachers to courses based on the grade level and subject matter authorized by their credentials.

When there is no credential authorization requirement for teaching an elective course, the Superintendent or designee shall select the credentialed teacher whose knowledge and skills have prepared him/her to provide instruction in that subject.

When specifically authorized by law or regulation, the Superintendent or designee may assign a teacher, with his/her consent, to a position outside his/her credential authorization in accordance with the local teaching assignment options described in the Commission on Teacher Credentialing's (CTC) Administrator's Assignment Manual. Assignments made outside of credential authorizations pursuant to Education Code 44256, 44258.2, and 44263, shall be annually approved by Board resolution. In such cases, the Superintendent or designee shall reference in district records the statute or regulation under which the assignment is authorized.

The Superintendent or designee shall periodically report to the Board on teacher assignments and vacancies, including the number and type of assignments made outside a teacher's credential authorization through a local teaching assignment option. Whenever district misassignments and vacancies are reviewed by the County Superintendent of Schools, the Superintendent or designee shall report the results to the Board and shall provide recommendations for remedying any identified issues.

### Equitable Distribution of Qualified Teachers

The Superintendent or designee shall make assignments so that highly qualified and experienced teachers are equitably distributed among district schools, including those with higher than average levels of low-income, minority, and/or academically underperforming students. He/she shall annually report to the Board comparisons of teacher qualifications across district schools, including the number of teachers serving under a provisional internship permit, short-term staff permit, intern credential, emergency permit, or credential waiver.

Strategies for providing equitable access to experienced teachers may include, but are not limited to, incentives for voluntary transfers, provision of professional development, and/or programs to recruit and retain effective teachers.

Legal Reference:

EDUCATION CODE

33126 School accountability report card  
35035 Additional powers and duties of superintendent  
35186 Complaint process  
37616 Assignment of teachers to year-round schools  
44225.6 Commission report to the legislature re: teachers  
44250-44277 Credentials and assignments of teachers  
44314 Subject matter programs, approved subjects  
44824 Assignment of teachers to weekend classes  
44955 Reduction in number of employees

GOVERNMENT CODE

3543.2 Scope of representation

CODE OF REGULATIONS, TITLE 5

80003-80005 Credential authorizations  
80020-80020.5 Additional assignment authorizations  
80335 Performance of unauthorized professional services  
80339-80339.6 Unauthorized certificated employee assignment

UNITED STATES CODE, TITLE 20

6311 State plan  
6312 Local educational agency plans  
6601-6651 Teacher and Principal Training and Recruiting Fund

Management Resources:

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

California State Plan to Ensure Equitable Access to Excellent Educators  
Every Student Succeeds Act 2016-17 School Year Transition Plan, April 2016

COMMISSION ON TEACHER CREDENTIALING PUBLICATIONS

Administrator's Assignment Manual - Updates and Revisions, May 2014  
The Administrator's Assignment Manual, rev. September 2007

U.S. DEPARTMENT OF EDUCATION GUIDANCE

Transitioning to the Every Student Succeeds Act (ESSA): Frequently Asked Questions, rev. May 4, 2016

Improving Teacher Quality State Grants: ESEA Title II, Part A, rev. October 5, 2006

WEB SITES

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

California Department of Education: <http://www.cde.ca.gov>

Commission on Teacher Credentialing: <http://www.ctc.ca.gov>

U.S. Department of Education: <http://www.ed.gov>

TUSD Adopted: 02.25.97

TUSD Revised:

**ASSIGNMENT****Assignment to Elective Courses Outside Credential Authorization**

A full-time teacher with special skills and preparation outside his/her credential authorization may, with his/her consent and the prior approval of a district Committee on Assignments, be assigned to teach outside their credential area in non-core academic elective courses as per Education Code 44258.7(c) & (d).

Upon board approval, the superintendent or designee shall establish a committee on assignments, consisting of six (6) members, three (3) appointed by the Tracy Educators Association and three (3) appointed by the Superintendent or designee, to approve such assignments. (EC 44258.7)

The term of office shall be one year.

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.

The committee shall make its decision based on a majority vote and shall forward the decision in writing to the superintendent or designee for approval.

The Committee on Assignments shall review and approve any applicable elective assignments prior to the commencement of said assignments. Assignments approved by the COA shall then be considered for approval by the Superintendent or his/her designee.

Assignments approved by the Committee on Assignments shall be voluntary and 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.

TUSD Acknowledged:



# HUMAN RESOURCES MEMORANDUM

**TO:** Dr. Brian Stephens, Superintendent  
**FROM:** Tammy Jalique, Associate Superintendent for Human Resources  
**DATE:** May 17, 2019  
**SUBJECT:** Adopt the District's Initial Bargaining Proposal for the California School Employees Association for the 2019-2020 School Year

**BACKGROUND:** The current three-year contract between the California School Employees Association (CSEA) and the Tracy Unified School District (TUSD) expires on June 30, 2021. CSEA submitted its initial bargaining proposal for a successor agreement at the regularly scheduled board meeting on May 14, 2019. The District presented their initial bargaining proposal at the board meeting on May 14, 2019.

**RATIONALE:** CSEA is requesting to meet and negotiate with the District for the Articles shown on the attached proposal. The District chooses to open the following Articles:

Article VIII – Pay and Allowances  
Article X – Fringe Benefits  
Article XL – Reclassification Requests

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:** N/A

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

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

**Initial Proposal For 2019-2020 Contract Reopeners  
From California School Employees Association and its Tracy Chapter #98 to  
Tracy Unified School District**

For the 2019-2020 school year, the parties will be allowed up to three (3) re-openers plus Article VIII- Pay and allowances, and Article X- Fringe Benefits.

**ARTICLE VIII - PAY AND ALLOWANCES**

A salary increase to step and column (Appendix A)

**ARTICLE X- FRINGE BENEFITS**

**10.1 (A)** Increase the health benefit allowance provided by the District

*Surveys were sent out to all classified employees and as a result these are the additional articles we will be opening.*

**ARTICLE XXVIII - EVALUATIONS**

**Change 28.1** – The probationary period shall be for ~~{12}~~ **(6) months.**

**ARTICLE XXXI - SAFETY**

**Add to 31.1** – A unit member shall not be required to work under conditions that has been declared unsafe by the safety committee member(s).

**Add: 31.7** - The District shall provide documented training regarding all site equipment used, work techniques, and safety procedures to all members on an annual basis pertaining to that member's primary job duty /function. Additional training shall be given to the member upon change of primary job duty /function, change in work site /practices, or change in equipment. All training shall be provided by the District without loss of compensation to the member.

**Add: 31. 8** All employees in the bargaining unit shall receive one (1) mandatory training day and three (3) additional training days to be scheduled on non student days.

**ARTICLE XXXIII – GRIEVANCE PROCEDURE**

**Change 33.4(E)** – The arbitrator's advisory recommendation shall be presented to District's Governing Board. The District shall present the arbitrator's decision to the Governing Board. The Governing Board shall review the arbitrator's recommendation and may review the evidence submitted at arbitration. The Governing Board **may (shall)** adopted the arbitrator's recommendation ~~or modify it at its discretion. The decision of the Governing Board shall be final and not subject to review by any court or agency.~~





# HUMAN RESOURCES MEMORANDUM

**TO:** Dr. Brian Stephens, Superintendent  
**FROM:** Tammy Jalique, Associate Superintendent for Human Resources  
**DATE:** May 14, 2019  
**SUBJECT:** Approve Student Teaching Agreement with California State University, Stanislaus

**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 positions within the district. A contract with California State University, Stanislaus and Tracy Unified School District will expand options for meeting staffing needs. This agreement will be effective from August 1, 2017 through July 31, 2022.

**RATIONALE:** By adding California State University, Stanislaus Student Teaching 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 Agreement with California State University, Stanislaus.

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

**CALIFORNIA STATE UNIVERSITY, STANISLAUS  
SCHOOL ADMINISTRATION FIELD EXPERIENCE AGREEMENT**

**THIS AGREEMENT** is effective upon execution between the State of California through the Trustees of The California State University on behalf of California State University, Stanislaus, all of which are hereinafter called University, and Tracy Unified School District, noted below, hereinafter called the District:

1. The District shall provide to University School Administration candidates, work experience through practice administration in schools of the District. Such practice administration shall be provided in such schools, and under the direct supervision and instruction of such employees of the District, as the District and the University through their duly authorized representatives may agree upon.

The District allows candidates to record interactions with faculty, staff, and P-K students, maintains a media release on file for all who are video recorded and the District shall have the right, after consultation with the University, to refuse to accept further placements of the University's School Administration candidates who in the District's judgment are not participating satisfactorily in the program.

"School Administration Work Experience" means active participation in the duties and functions of the School Administrator. The School Administration candidate receives training in school administration under the supervision and instruction of employees of the District, hereinafter call Site Supervisor/Mentor. Qualification to serve as a site supervisor/mentor is based on the following criteria:

- a. possession of a California Administrative Services credential,
- b. service in a full-time (neither part-time nor interim) position that requires a California Administrative Services credential,
- c. successful experience in administering appropriate schools and grade levels,
- d. knowledgeable about changes in the profession and socioeconomic and cultural diversity of the student population,
- e. possession of knowledge and understanding of the academic content standards, California Standards for the Teaching Profession, California Administrator Performance Standards and the California Administrator Performance Assessment.
- f. skilled in observation and coaching techniques and in ways of successfully fostering learning in adults.

The responsibilities and duties of the site supervisor/mentor include:

**Fall Semester**

- provide candidate access to district and site level quantitative and qualitative academic and student well-being data.
- permit video recording by candidate, where designated, for candidate reflection and California Administrator Performance Assessment task completion.

- observe (a minimum of 20 minutes each), three activities: (1) pre-observation peer coaching conference between the School Administration candidate and a teacher volunteer; (2) post-observation peer coaching conference between the School Administration candidate and a teacher volunteer; and (3) facilitation by the School Administration candidate of a professional learning community meeting or similar meeting that involves teacher collaboration on addressing a problem of practice

Spring Semester

- observe (minimum of twenty minutes each) three activities that involve the School Administration candidate leading and/or facilitating administrative activities related to school (1) law, (2) personnel and (3) finance.

2. A semester unit of School Administration field experience is 45 clock hours of involvement in the school administration function at the designated school site.
3. An assignment of a School Administration candidate of the University to practice school administration in schools of the District shall be, at the discretion of the University. The program will determine the length of the assignment. The assignment of School Administration candidates of the University to practice school administration in the District shall be deemed to be effective for purposes of this agreement as of the date this agreement is executed.
4. The District shall not employ discriminatory practices in its performance hereunder on the basis of sex, sexual orientation, race, color, ancestry, ethnicity, religious creed, national origin, disability (including HIV and AIDS), medical condition, age, marital status, and denial of family care leave.
5. The State of California has elected to be self-insured for its general liability, vehicle liability, and workers' compensation and property exposures through an annual appropriation from the General Fund. As a State agency, the California State University, Office of the Chancellor, the Trustees, and its system of campuses are included in this self-insured program. Under this form of insurance, the State and its employees are insured for any tort liability that may develop through carrying out official activities, including state official operations on non-state property.
6. The District agrees to indemnify, defend, and save harmless the State of California, the Trustees of The California State University, the Chancellor, California State University, Stanislaus and their Auxiliaries, employees, officers, directors, volunteers, representatives, and agents of each of them (collectively "University") from any and all loss, damage, or liability that may be suffered or incurred by University, caused by, arising out of, or in any way connected with the performance of this Agreement.

The University agrees to indemnify, defend, and save harmless the employees, officers, directors, volunteers, representatives, and agents of them (collectively "District") from any and all loss, damage, or liability that may be suffered or incurred by District, caused by, arising out of, or in any way connected with the performance of this Agreement.

7. In cases in which the School Administration candidate is not currently employed by the District, but approved for field experience at the site by the District, the following subsections also apply:

- a. The parties agree that the University is not to assume nor shall it assume by this agreement any liability under the California Worker's Compensation Insurance and Safety Act for, by or on behalf of any University School Administration candidates while School Administration candidates are on the premises of the District or while performing any duty whatsoever under the terms of this agreement or while going to or from any of the District's facilities.

University shall inform each School Administration candidate, not employed by the District, regarding the lack of coverage for Worker's Compensation Insurance by either party.

- b. University School Administration candidates must establish and maintain adequate public liability and property damage insurance covering all negligent acts or commissions under this agreement. Further, University School Administration candidates shall sign beforehand a Hold Harmless Statement, which shall relieve the District of any and all liability and responsibility in the event a University School Administration candidate's injury is caused by the District, and which shall be in effect for the term of this agreement.

8. The term of this agreement shall be for a period one (1) year commencing on the execution date of this agreement and ending one calendar year after the execution date. This agreement shall be renewed automatically for additional periods of one (1) year thereafter up to a total of four (4) additional years from the date of execution. However, either party may terminate after giving the other party thirty days advance written notice of its intention to terminate. Any such termination by the District shall not be effective, at the option of the University, for any School Administration candidate until such School Administration candidate has completed the program for the then current academic year.
9. This agreement may at any time be altered, changed, or amended by mutual agreement of the parties in writing.

**Execution of this contract is hereby requested:**

Trustees of the California State University  
California State University, Stanislaus  
One University Circle  
Turlock, California 95382

By: \_\_\_\_\_  
Julie Anderson  
Procurement & Contract Services

Date: \_\_\_\_\_

Tracy Unified School District  
1875 W. Lowell Avenue  
Tracy, CA 95376

By: \_\_\_\_\_  
Dr. Brian Stephens  
District Superintendent

Date: \_\_\_\_\_

**CERTIFICATION**

I, duly appointed and acting Clerk or Secretary of the Governing Board of the Tracy Unified School District listed below, do hereby certify that the following is a true and exact copy of a portion of the Minutes of the regular meeting of said Board held on

\_\_\_\_\_  
Month

\_\_\_\_\_  
Day

\_\_\_\_\_  
Year

“It was moved, seconded and carried that the attached contract with the Trustees of the California State University, whereby the University may assign School Administration candidates to the schools in the Tracy Unified School District for practice administration, be approved; and the Tracy Unified School District hereby authorized to execute the same.”

Tracy Unified School District

By: \_\_\_\_\_  
(Clerk/Secretary of the Board)



**CALIFORNIA STATE UNIVERSITY, STANISLAUS  
STUDENT TEACHING AND SCHOOL ADMINISTRATION FIELD EXPERIENCE AGREEMENT  
AMENDMENT NO. 1**

THIS FIRST AMENDMENT TO STUDENT TEACHING AND SCHOOL ADMINISTRATION FIELD EXPERIENCE AGREEMENT ("First Amendment") is effective upon execution and is made between the State of California through the Trustees of the California State University on behalf of California State University, Stanislaus referred to as, "University" and Tracy Unified School district, referred to as "Agency".

WHEREAS, this Amendment modifies the agreement ("Agreement") by and between Agency and University dated August 1, 2017.

WHEREAS, the University now has a separate School Administration Field Experience Agreement and therefore, the School Administration Field Experience portion of this agreement is being removed.

NOW THEREFORE, for good and valuable consideration, the parties agree that said Agreement (previously, Student Teaching and School Administration Field Experience), cancels and supersedes any previous agreements and is amended as follows:

1. **Replace Title with:** CALIFORNIA STATE UNIVERSITY, STANISLAUS STUDENT TEACHING AGREEMENT
2. **Delete from agreement:** School Administration Field Experience language

If there is any conflict or inconsistency between this Amendment and the Agreement, the provisions of this Amendment shall control and govern in the interpretation and construction of the Agreement. Except as otherwise amended by this Amendment, all of the terms and conditions of the Agreement shall remain in full force and effect.

By signing below, each of the following represent that they have authority to execute this Agreement and to bind the party on whose behalf their signature is made.

**The Trustees of California State University**  
(on behalf of California State University, Stanislaus)

By \_\_\_\_\_  
Julie Anderson  
Procurement & Contract Services

Date: \_\_\_\_\_

Tracy Unified School district

By: Casey J. Goodale

Date: 5/13/15

Name: Casey J. Goodale

Title: Associate Supt., Business



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/22/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Alliant Insurance Services, Inc. 100 Pine Street - 11th Floor San Francisco CA 92660	<b>CONTACT NAME:</b> Van Rln <b>PHONE (A/C, No, Ext):</b> 415-403-1400 <b>E-MAIL ADDRESS:</b> vrin@alliant.com <b>FAX (A/C, No):</b> 415-874-4810														
<b>INSURED</b> The California State University (CSU) 401 Golden Shore, 5th Floor Long Beach, CA 90802 CSU Stanislaus	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A: Lloyds of London</td><td>15792</td></tr><tr><td>INSURER B:</td><td></td></tr><tr><td>INSURER C:</td><td></td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Lloyds of London	15792	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER B:															
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

## COVERAGES

CERTIFICATE NUMBER: 472174245

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:  AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> HIRED AUTOS  UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$  WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/> N/A			PCSUR000418	7/1/2018	7/1/2019	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$ COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ EACH OCCURRENCE \$ AGGREGATE \$ PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Student Professional Liability Insurance Program (SPLIP)			PCSUR000418	7/1/2018	7/1/2019	\$2,000,000 \$4,000,000 Each Claim Policy Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

THIS CERTIFICATE IS PROVIDED FOR EVIDENCE ONLY. General Liability and Professional Liability coverage is provided on a claims-made basis including a 3 year extended reporting period. Coverage extends to students enrolled in covered academic courses. Coverage extends to any affiliate institution to whom the Named Insured is obligated by written agreement to add as Additional Insured. Coverage applies only when there exists a written agreement between the University and the affiliate institution, which is executed prior to an incident giving rise to a claim for a covered loss.

Re: Student Teaching and School Administration Field Experience Agreement. Term of Agreement: August 1, 2017 - July 31, 2022. Sexual Abuse / Molestation is Included.

## CERTIFICATE HOLDER

## CANCELLATION

Tracy Unified School District  
Attn: Luz Gallegos  
1875 W. Lowell Avenue  
Tracy CA 95376

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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# HUMAN RESOURCES MEMORANDUM

**TO:** Dr. Brian Stephens, Superintendent  
**FROM:** Tammy Jalique, Associate Superintendent for Human Resources  
**DATE:** May 15, 2019  
**SUBJECT:** Approve Superintendent's Contract

**BACKGROUND:** Dr. Stephens became superintendent on July 1, 2014. This contract incorporates all amendments made since that time to the present. In accordance with ACSA guidelines, we are bringing the entire contract to the board for approval.

**RATIONALE:** The attached contract identifies the current terms and conditions of his employment.

**FUNDING:** General Fund

**RECOMMENDATION:** Approve Superintendent's Contract.

**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 16, 2019  
**SUBJECT:** Adopt Resolution 18-22, Authorizing the Elimination of Certain Classified Positions Due to Lack of Work or Lack of Funds

**BACKGROUND:** Pursuant to Education Codes 45117 and 45114, the District administration is making a recommendation that will require the Governing Board of the Tracy Unified School District to eliminate certain classified positions due to lack of work or lack of funds.

**RATIONALE:** Elimination of certain classified positions are needed due to lack of work or lack of funds.

**RECOMMENDATION:** Approve Resolution 18-22, Authorizing the Elimination of Certain Classified Positions due to Lack of Work or Lack of Funds.

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



**TRACY UNIFIED SCHOOL DISTRICT  
RESOLUTION NO. 18-22**

**RESOLUTION FOR A REDUCTION IN CLASSIFIED STAFF DUE TO  
LACK OF WORK/LACK OF FUNDS**

**WHEREAS**, Education Codes §45117 and §45114, Board Policy and the Collective Bargaining Agreement between the Tracy Unified School District and the California School Employees Association permit the Governing Board to eliminate the number of classified positions due to lack of work or lack of funds:

**WHEREAS**, the Governing Board of the Tracy Unified School District has determined that it shall be necessary to eliminate the following positions in the District not later than June 30, 2019 due to lack of work or lack of funds:

- a. Eliminate four (4) vacant 8 hour/12 month Custodian positions
- b. Eliminate one (1) vacant 8 hour/12 month Bus Driver/Custodian position
- c. Eliminate one (1) vacant 5 hour/12 month Utility Person II position
- d. Eliminate one (1) vacant 8 hour/10 month School Security Person position
- e. Eliminate one (1) vacant 4 hour/10 month Food Service Worker position
- f. Eliminate four (4) vacant 3 hour/10 month Food Service Worker positions
- g. Eliminate two (2) vacant 2 hour/10 month Food Service Worker positions
- h. Eliminate three (3) vacant 2.5 hour/10 month Food Service Worker positions
- i. Eliminate one (1) vacant 4 hour/12 month Clerk Typist II position
- j. Eliminate one (1) vacant 4 hour/10 month Bilingual Para Educator I position
- k. Eliminate one (1) vacant 6.5 hour/10 month Special Ed Para Ed I position
- l. Eliminate one (1) vacant 3.5 hour/10 month Special Ed Para Ed I position
- m. Eliminate one (1) vacant 4 hour/12 month Special Ed Para Ed I position
- n. Eliminate two (2) vacant 6.5 hour/10 month IEP Para Educator I positions
- o. Eliminate one (1) vacant 3 hour/10 month IEP Para Educator I position
- p. Eliminate one (1) vacant 3.25 hour/10 month School Supervision Assistant position
- q. Eliminate one (1) vacant .75 hour/10 month School Supervision Assistant position
- r. Eliminate one (1) vacant 2 hour/10 month School Supervision Assistant position
- s. Eliminate one (1) vacant 4 hour/10 month Bus Driver position
- t. Eliminate one (1) vacant 4.5 hour/10 month Bus Driver position
- u. Eliminate two (2) vacant 8 hour/12 month Groundskeeper positions
- v. Eliminate five (5) vacant 8 hour/12 month Bus Driver/Custodian/Groundskeeper positions
- w. Eliminate one (1) vacant 8 hour/12 month Utility Person III position
- x. Eliminate one (1) vacant 8 hour/10 month Food Service Warehouseman Deliver Driver position

**NOW, THEREFORE, BE IT RESOLVED** that as of the close of the business day on June 30, 2019, the above referenced classified positions shall be eliminated.

**BE IT FURTHER RESOLVED**, that the Superintendent, or Superintendent's designee, is authorized and directed to give notice to the affected classified employees pursuant to the District rules and regulations and applicable provisions of Education Code not later than sixty (60) days prior to the effective day of layoff as set forth above.

**ADOPTED** by the Governing Board of Tracy Unified School District on May 28, 2019 by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

Attested:

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**President**

**Board of Trustees**

**Tracy Unified School District**

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

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**Clerk**

**Board of Trustees**

**Tracy Unified School District**