

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

**DATE:** TUESDAY, JUNE 12, 2018

**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: D. Arriola, J. Costa, S. Gilbert, W. Gouveia, T. Guzman, G. Silva, J. Vaughn<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>   |                |
| <b>3.1.1</b> | CONFERENCE WITH LEGAL COUNSEL<br>- Existing Litigation (G.C. 54956.9(A))<br>- F & H Construction v. TUSD   |                |
| <b>3.2</b>   | <b>Educational Services:</b>   |                |
| <b>3.2.1</b> | CONFERENCE WITH LEGAL COUNSEL<br>-ANTICIPATED LITIGATION (G.C. 54956.9(B))<br>-Number of Potential Cases: 1<br>Approve Settlement Agreement and Release for Special Education Services<br><b>Action:</b> Motion__ ; Second__ . Vote: Yes__ ; No__ ; Absent__ ; Abstain__ |                |
| <b>3.2.2</b> | Findings of Fact #17-18/#96, 97, 98, 99  |                |
| <b>3.2.3</b> | Application for Reinstatement #17-18/#33, 34, 35, 36, 37, 38<br><b>Action:</b> Motion__ ; Second__ . Vote: Yes__ ; No__ ; Absent__ ; Abstain__   |                |
| <b>3.3</b>   | <b>Human Resources:</b>  |                |
| <b>3.3.1</b> | Consider Public Employee/Employment/Discipline/Dismissal/Release<br><b>Action:</b> Motion__ ; Second__ . Vote: Yes__ ; No__ ; Absent__ ; Abstain__   |                |
| <b>3.3.2</b> | Conference with Labor Negotiator<br>Agency Negotiator: Tammy Jalique<br>Associate Superintendent of Human Resources<br>Employee Organization: CSEA, TEA  |                |

4. **Adjourn to Open Session**
5. **Call to Order and Pledge of Allegiance**
6. **Closed Session Issues:**
  - 6a Report Out of Action Taken on Approve Settlement Agreement and Release for Special Education Services  
**Action: Vote:** Yes \_\_; No \_\_; Absent \_\_; Abstain \_\_\_\_.
  - 6b Action Taken on Findings of Fact #17-18/#96, 97, 98, 99  
**Action: Motion**\_\_; **Second**\_\_. **Vote:** Yes \_\_; No \_\_; Absent \_\_; Abstain \_\_\_\_.
  - 6c Report Out of Action Taken on Application for Reinstatement #17-18/#33, 34, 35, 36, 37, 38  
**Action: Vote:** Yes \_\_; No \_\_; Absent \_\_; Abstain \_\_\_\_.
7. **Approve Regular Minutes of May 22, 2018.** 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 Recognize and Congratulate the Tracy High School Girls' Softball Team for Winning the 2018 CIF Sac-Joaquin Section Division I Softball Championship
10. **Information & Discussion Items:** An opportunity to present information or reports concerning items that maybe considered by Trustees at a future meeting. None.
  - 10.1 **Administrative & Business Services:**
    - 10.1.1 Receive Report on the 2018-2019 Annual School District Budget & the 2018-19 Annual Revision to the 2017-2020 LCAP (Separate Cover Item) 8-10
11. **Hearing of Delegations:** Anyone wishing to address the Governing Board on a non-agenda item may be heard at this time. Presentations shall be held to a reasonable length, normally not to exceed five (5) minutes. If formal action is required, the item may be placed on a future agenda and action will be taken at a future date. If information or a report is requested, the request for it must also be submitted in writing to the superintendent. (Please complete a yellow speaker's card).
12. **PUBLIC HEARING:**
  - 12.1 **Administrative & Business Services:**
    - 12.1.1 Conduct a Public Hearing to Solicit Recommendations and Comments Regarding the Proposed Local Control Accountability Plan (LCAP) and Associated Expenditures 11-12
    - 12.1.2 Conduct a Public Hearing to Solicit Recommendations and Comments Regarding the Proposed 2018-19 School District Budget 13

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

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

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

**13.1 Administrative & Business Services:**

- 13.1.1** Accept the Generous Donations From the Various Individuals, Businesses, and School Site Parent Teacher Associations Listed Herein With Thanks and Appreciation From the Staff and Students of the Tracy Unified School District **14-15**
- 13.1.2** Ratify Routine Agreements, Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda **16-19**
- 13.1.3** Accept the Parent Organization/Booster Club Applications Submitted for the 2018/19 School Year **20**
- 13.1.4** Approve 2018-2019 Designation of CIF Representatives to League **21-23**
- 13.1.5** Approve Accounts Payable Warrants (April-May, 2018) (Separate Cover Item) **24**
- 13.1.6** Approve Payroll Reports (April-May, 2018) **25-33**
- 13.1.7** Approve Revolving Cash Fund Reports (April-May, 2018) **34-36**
- 13.1.8** Ratify Measure B Related Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda **37-38**

**13.2 Educational Services:**

- 13.2.1** Approve the Advancement Via Individual Determination (AVID), Implementation Agreement between TUSD and the AVID Center for Kimball High School, Tracy High School, West High School, George Kelly School, Monte Vista Middle School, Poet-Christian School, and Williams Middle School for the 2018-19 School Year (Separate Cover Item) **39**
- 13.2.2** Approve the Spring 2018 Consolidated Application for the Tracy Unified School District **40-42**
- 13.2.3** Approve Agreement for Special Contract Services with Give Every Child A Chance to Provide Afterschool Tutoring at Wanda Hirsch Elementary School for the 2018-2019 School Year **43-46**
- 13.2.4** Approve Agreement for Special Contract Services with Give Every Child A Chance to Provide After School Tutoring to Students at Jacobson Elementary and Poet-Christian Schools for the 2018-2019 School Year **47-50**
- 13.2.5** Approve Agreement with Hobsons Education Advances to Provide the Naviance Platform to West High School for the 2018 – 2019 School Year **51-54**
- 13.2.6** Approve all Out of State, Overnight, and Out of District Travel for Tracy High AG/FFA Teachers and Students for the 2018-2019 School Year **55-62**
- 13.2.7** Approve Out of State Travel for Tracy High School Science Teacher, Erin McKay, to attend a Gene Editing and Human Flourishing Workshop at the Hastings Center in Garrison, NY on August 2-3, 2018 **63**

<b>13.2.8</b>	Approve Overnight Travel for the 2018-2019 West High School Yearbook Staff to Attend Yearbook Camp at University of the Pacific in Stockton, CA on July 17-20, 2018	<b>64</b>
<b>13.2.9</b>	Approve Agreement for Special Contract Services with Valley Community Counseling for Licensed Marriage and Family Therapist Services for the 2018-2019 School Year	<b>65-68</b>
<b>13.2.10</b>	Approve Agreement for Special Contract Services with Valley Community Counseling Services to Provide Counseling to Students at South/West Park School for the 2018-2019 School Year	<b>69-72</b>
<b>13.2.11</b>	Approve Agreement for Special Contract Services with AccuTrain Corporation to Provide Professional Development on Responsibility Centered Discipline to Administrators, Teachers and Classified Staff at South/West Park School for the 2018-2019 School Year	<b>73-76</b>
<b>13.2.12</b>	Approve Agreement for Special Contract Services with the Boys & Girls Clubs of Tracy to provide After School Services (iREAD! - Additional Time for EL's and SES students) and Structured Activities during Lunch Recess at South/West Park School during the 2018-2019 School Year	<b>77-81</b>
<b>13.2.13</b>	Approve Agreement for Special Contract Services with Haynes Family of Programs, S.T.A.R. Academy for Compensatory Education of Academic Tutoring for the 2018-2019 School Year	<b>82-85</b>
<b>13.2.14</b>	Approve Agreement for Special Contract Services with Haynes Family of Programs, S.T.A.R. Academy for Compensatory Education of Academic Tutoring for the 2018-2019 School Year	<b>86-89</b>
<b>13.2.15</b>	Approve Agreement for Special Contract Services with Haynes Family of Programs, S.T.A.R. Academy for Compensatory Services for the 2018-2019 School Year	<b>90-93</b>
<b>13.2.16</b>	Approve Out of State Travel for Core Leadership Team Teachers and Project Director of the NGSS Early Implementation Initiative Grant to Attend the National Science Teachers Association Science Education Conference in Reno, Nevada on October 11-13, 2018	<b>94</b>
<b>13.2.17</b>	Approve Overnight Travel for the Kimball High School (KHS) Yearbook Design Students to Attend the Bay Area Yearbook Seminar at University of California, Santa Cruz, CA on June 26-28, 2018	<b>95</b>
<b>13.2.18</b>	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, 2018	<b>96</b>
<b>13.2.19</b>	Approve School Site Single Plans for Student Achievement and Site Budgets for the 2018/2019 School Year (Separate Cover Item)	<b>97</b>
<b>13.2.20</b>	Approve Contract with The Speech Pathology Group, Inc. for the 2018-2019 School Year	<b>98-103</b>
<b>13.2.21</b>	Approve Agreement for Special Contract Services with James Bylund to Provide an Independent Educational Evaluation/Psycho-Educational Assessment for the 2018-2019 School Year	<b>104-107</b>
<b>13.2.22</b>	Approve Agreement for Special Contract Services with the Boys & Girls Club of Tracy to Provide Summer Program Services at Monte Vista Middle School, North School, McKinley School and Villalovoz School in July 2018	<b>108-111</b>

- 13.2.23 Approve Agreement for Special Contract Services with Elizabeth (Lisa) Danielson, Danielson Educational Consulting to Provide Professional Development to Site-Based Science Teacher Leaders for the 2018-2019 School Year 112-115
- 13.2.24 Approve Agreement for Special Contract Services and Service Agreement with One Day At A Time (ODAT) to Provide Services to Staff and Students at West High School for the 2018-2019 School Year 116-124
- 13.2.25 Approve Agreement for Special Contract Services with Karen McCrary, MFTI to Provide Anger Management Classes to District Students during the 2018-2019 School Year 125-128
- 13.2.26 Approve Agreement for Special Contract Services with Karen McCrary, MFTI to Provide Mental Health Services to Four School Sites for the 2018-2019 School Year 129-132
- 13.2.27 Approve Memorandum of Understanding (MOU) between San Joaquin County Office of Education (Math Department) and Villalovoz Elementary School to Provide Professional Development in California’s Common Core Standards (CCSS) for Mathematics for the 2018-2019 School Year 133-134
- 13.2.28 Approve Agreement for Special Contract Services with Therapeutic Pathways, Inc. for Consultation Services for the 2018-2019 School Year 135-138

**13.3 Human Resources:**

- 13.3.1 Accept Resignations/Retirements/Leave of Absence for Classified, Certificated, and/or Management Employment 139-140
- 13.3.2 Approve Classified, Certificated, and/or Management Employment 141-142
- 13.3.3 Receive Peer Assistance and Review Annual Report for the 2017-2018 School Year (Report) 143-146

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

**14.1 Administrative & Business Services:**

- 14.1.1 Acknowledge Receipt of Administrative Regulation 1330.1 Community Rental of School District Facilities (First Reading) (Separate Cover Item) 147
- Action:** Motion\_\_ ; Second\_\_ . Vote: Yes\_\_ ; No\_\_ ; Absent\_\_ ; Abstain\_\_
- 14.1.2 Adopt Resolution # 17-32, Authorizing and Defining Names to Sign Orders on School District Funds 148-150
- Action:** Motion\_\_ ; Second\_\_ . Vote: Yes\_\_ ; No\_\_ ; Absent\_\_ ; Abstain\_\_
- 14.1.3 Approve the Award of Request for Proposal (RFP) for Non-Commodity Food and Non-Food Items (Separate Cover Item) 151
- Action:** Motion\_\_ ; Second\_\_ . Vote: Yes\_\_ ; No\_\_ ; Absent\_\_ ; Abstain\_\_
- 14.1.4 Approve the Award of Request for Proposal (RFP) for Tree Services 152
- Action:** Motion\_\_ ; Second\_\_ . Vote: Yes\_\_ ; No\_\_ ; Absent\_\_ ; Abstain\_\_

**14.2 Educational Services:**

- 14.2.1** Adopt Revisions to Board Policy 6146.1 High School Graduation Requirements/Standards of Proficiency (Second Reading) **153-162**  
**Action:** Motion\_\_ ; Second\_\_ . Vote: Yes\_\_ ; No\_\_ ; Absent\_\_ ; Abstain\_\_
- 14.2.2** Acknowledge Revisions to Administrative Regulation 6158(e) Independent Study/Individualized Arrangement (First Reading) **163-175**  
**Action:** Motion\_\_ ; Second\_\_ . Vote: Yes\_\_ ; No\_\_ ; Absent\_\_ ; Abstain\_\_
- 14.2.3** Adopt Revisions to Board Policies and Acknowledge Administrative Regulations (First Reading) **176-244**  
**Action:** Motion\_\_ ; Second\_\_ . Vote: Yes\_\_ ; No\_\_ ; Absent\_\_ ; Abstain\_\_

**14.3 Human Resources:**

- 14.3.1** Approve School Psychology and School Counseling Fieldwork Agreement with Brandman University **245-254**  
**Action:** Motion\_\_ ; Second\_\_ . Vote: Yes\_\_ ; No\_\_ ; Absent\_\_ ; Abstain\_\_
- 14.3.2** Approve School Psychology and School Counseling Internship Agreement with Brandman University **255-264**  
**Action:** Motion\_\_ ; Second\_\_ . Vote: Yes\_\_ ; No\_\_ ; Absent\_\_ ; Abstain\_\_
- 14.3.3** Approve Teacher Internship Agreement with Brandman University **265-277**  
**Action:** Motion\_\_ ; Second\_\_ . Vote: Yes\_\_ ; No\_\_ ; Absent\_\_ ; Abstain\_\_
- 14.3.4** Approve Declaration for three Provisional Internship Permits **278-279**  
**Action:** Motion\_\_ ; Second\_\_ . Vote: Yes\_\_ ; No\_\_ ; Absent\_\_ ; Abstain\_\_
- 14.3.5** Approve Revised Job Description for Director of Professional Learning and Curriculum **280-283**  
**Action:** Motion\_\_ ; Second\_\_ . Vote: Yes\_\_ ; No\_\_ ; Absent\_\_ ; Abstain\_\_
- 14.3.6** Approve New Job Description for Assistant Principal of Alternative Schools **284-287**  
**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 26, 2018
- 17.2** August 14, 2018
- 17.3** August 28, 2018

**18. Upcoming Events:**

- 18.1** August 6, 2018 First Day of School 2018-19
- 18.2** September 3, 2018 No School, Labor Day

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

**Minutes of  
Regular Meeting of the Governing Board  
For Tracy Unified School District  
Held on Tuesday, May 22, 2018**

- 6:00 PM:** 1-3. President Silva called the meeting to order and adjourned to closed session.
- Roll Call:** 4. Board: D. Arriola, J. Costa, S. Gilbert, W. Gouveia, T. Guzman, G. Silva, J. Vaughn  
Staff: B. Stephens, S. Harrison, C. Goodall, B. Etcheverry
- 7:00 PM** 5. President Silva called the Tracy Unified School District Board of Education to order and led those present in the Pledge of Allegiance.
- Closed Session:** 6a Action Taken on Findings of Fact #17-18/#85, 87, 88, 94, 95  
**Action:** #88 as amended. Costa, Vaughn. **Vote:** Yes-7; No-0.  
6b Report Out of Action Taken on Board action taken and potential unpaid suspension pending further resolution including potential discharge – Classified Employee # UCL - 303  
**Action:** Approved. **Vote:** Yes-7; No-0.  
6c Report Out of Action Taken on Consider Paid Leave of Absence Request for Classified Confidential Employee #UCL-304, Pursuant to Ed Code 45195  
**Action:** Denied. **Vote:** Yes-7; No-0.
- Minutes:** 7. Approve Regular Minutes of May 8, 2018  
**Action:** Arriola, Guzman. **Vote:** Yes-7; No-0.
- Employees Present:** A. Gossett, R. Pecot, D. Medek, R. Riddle, G. Castro, M. Hill, C. Munger, D. Borba, J. Wimberley, W. Maslyar, D. Schneider, J. Yasemsky, G. Bradley, E. Quintana, L. Flores, M. Ramirez, T. Brown, M. Williams, T. Ferrario, J. Laister, G. Rawson, L. Mendez, M. Petty, J. Rodriguez, J. Nott, N. Link
- Press:** D. Rizzo, Tracy Press
- Visitors Present:** P. Bryant, K. Hill, E. R. Morelos, S. Matthews, B. Mendez, A. Villela, C. Ramos, L. Galvez, L. Ornelas, X. Harrison, G. Coronado, R. Morelos
- Student Rep Reports:** 8. West High: Payton Bryant and Kailyn Hill commented that the last rally of the year included performances from the Korean club, API, BSU, Mecha and more. The last of the AP tests were taken and hopefully their hard work has paid off. They had a retirement party for teachers with a Hawaiian theme. Students showed their support for teachers who are retiring and thanked them. It was also teacher appreciation week where teachers were given gifts and a catered breakfast. Plates of food were delivered to those who could not attend. Drama put on a rap battle

and the JROTC guarded the Tomb of the Unknown soldier. Last month there were several senior events. The senior breakfast was catered by Black Bear Diner. Students enjoyed a slide show. Students were excited to load up the grad night buses and head to Magic Mountain. They lasted all night, got coffee ice cream and were ready to board the bus at 5:00 a.m. They had a great night. Senior beach day was on Thursday. They are going to miss reporting to the board. They introduced the next reporters, Briana Mendez & Alexis Villela. They created a banner for the outgoing seniors that including pennants from colleges that seniors will be attending. They thanked Kailyn who is hardworking, dedicated and stays positive. She is the backbone of the class. She always made herself available and set the standards high and hopes to fill her shoes. Payton is a true leader who spent countless hours and never takes credit for it. She always showed her spirit. It will be hard to fill her shoes and her amazing work ethic. The Board presented them with certificates.

Stein High: No one was able to attend.

Kimball High: Chloe Ramos reported that they began elections for leadership. The candidates had a long month with a hard interview process and weeklong voting. She will be moving forward as the ASB vice president. She introduced the next board rep, Gabriel Coronado. She thanked the board for the opportunity. Gabriel commented that he will be the new board rep and thanked Chloe for her help and encouragement. The boys' tennis team won 2<sup>nd</sup> place in the finals. HOSA is headed to their conference in Texas. The Latino Club enjoyed the Cinco de Mayo celebration. Students enjoyed various spirit dress up days. Freshman mentors help with questions and welcoming them to high school. Students are glad that AP exams are done. Seniors enjoyed grad night at Universal and senior beach day was fun. Friday is graduation practice and the ceremony will be on Saturday. The senior awards night was great and we are proud of our students. The yearbooks have been distributed and students are enjoying them.

Tracy High: Marti Rhinehart was unable to attend tonight.

## **Recognition & Presentations:**

### **9.1 Recognize and Thank Tracy Unified District's 5<sup>th</sup> Grade Teachers for Their Support of The Reaching For the Stars Foundation Science Blast Program**

Dr. Sheila Harrison, Associate Superintendent of Educational Services, recognized several 5<sup>th</sup> grade teachers for their support of the Science Blast Program at Delta College. The foundation's goals are to educate students in our community about the science, technology, engineering and math (STEM) fields. Scholarships are also awarded to assist students focusing their studies on STEM pathways. Teachers were given certificates of appreciation.

Mercy Silveria-Gouveia also spoke and gave certificates to the many organizations that have helped the Reaching for the Stars Foundation, including the Chamber Hispanic Business Group, United Way and the Mexican American Hall of Fame. She also thanked Troy Brown, Dr. Harrison and Sam Matthews.

### **9.2 Kimball High School Presentation**

Kimball High principal, Rob Pecot introduced Mr. Medek and the HOSA team. They presented a power point about HOSA (Health occupations students of America). It provides leadership opportunities. Students attend conferences and competitions with various events. They host an annual blood drive with the American Red Cross and offer CPR classes. They took 45 members to the state leadership conference. Six of the students placed 3<sup>rd</sup> and one placed 2<sup>nd</sup>. They would like to expand to other high schools and middle schools. It empowers and inspires many students. They thanked Mr. Medek, Mr. Pecot and the board. Mr. Pecot added that this is a very dedicated group, similar to a sports team and they take it very seriously.

**Information &  
Discussion Items:**

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

**Hearing of  
Delegations**

**11.** Lulu Flores has been in Tracy Unified 28 years. She is the attendance clerk at Williams Middle School. She feels morale is low. She doesn't think the custodian positions are working out. She complained of bugs in the classroom that are not getting taken care of. She wants more full time custodians because she doesn't think there is enough time to clean classrooms. She also feels they need another parent liaison, counselor and more staff in the office. She also feels that Special Ed is hurting too and needs more help in their classrooms.

Shabhana Akbari is a student here to talk about combining the two lunches at West High. She is a Sophomore and thinks it's a bad idea because there are too many students. Some students take food in class because the line is long and there's no time to eat. There are 4 security guards and she thinks we would need double to ensure safety. Students will have more time to get in trouble and there won't be enough seats especially on rainy days. She wants to keep 2 lunches.

Julie Wimberley is a resource specialist at Kimball High. She emailed the board regarding issues and minimal progress at the bargaining table. She is concerned about the future of the special ed programs. Teachers were told that the state was changing the model. They were excited about the possibilities but nothing has taken place this year. The State said we need to comply or we will owe a fine, however there is no committee or collaboration to set up these programs. As a union rep she is able to speak with many of the teachers. She is asking to set up a committee of stakeholders as soon as possible.

Mercedes Silveira is here as a representative of the Reaching for the Stars Foundation. She thanked Troy Brown, Dr. Stephens and Dr. Harrison for their efforts in having TUSD students participate in the Science Blast program. She gave out several certificates for various people and groups and thanked them for their support.

**Public Hearing:**

**12.1.1** None.

**Consent Items:**

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

Items #13.2.19 and #13.3.4 were pulled.

**Action:** Item 13.1.3. Guzman, Gouveia.

**Vote:** Yes-6; No-0; Abstain-1(Arriola)

**Action:** All other items and items 13.1.4 and 13.3.2 as amended.

Vaughn, Costa. **Vote:** Yes-7; No-0.

- 13.1 Administrative & Business Services:**
- 13.1.1** Ratify Measure B Related Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda
- 13.1.2** Accept the Generous Donations From the Various Individuals, Businesses, and School Site Parent Teacher Associations Listed Herein With Thanks and Appreciation From the Staff and Students of the Tracy Unified School District
- 13.1.3** Approve Entertainment, Assembly, Service, Business and Food Vendors
- 13.1.4** Ratify Routine Agreements, Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda
  
- 13.2 Educational Services:**
- 13.2.1** Approve Agreement for Special Contract Services with Elizabeth (Lisa) Danielson, of Danielson Educational Consulting to Provide Professional Development to Induction Mentors and Peer Coaches for the 2018-2019 School Year
- 13.2.2** Approve Agreement for Special Contract Services with Valley Community Counseling to Provide Mental Health Services to Bohn Elementary for the 2018-2019 School Year
- 13.2.3** Approve Agreement for Special Contract Services with Valley Community Counseling to Provide Additional Mental Health Service Days to Bohn Elementary School for the 2018-2019 School Year
- 13.2.4** Approve Agreement for Special Contract Services with Valley Community Counseling to Provide Mental Health Services to Central Elementary School for the 2018-2019 School Year
- 13.2.5** Approve Agreement for Special Contract Services with Valley Community Counseling to Provide Mental Health Services to Jacobson Elementary School for the 2018-2019 School Year
- 13.2.6** Approve Agreement for Special Contract Services with Valley Community Counseling to Provide Additional Mental Health Service Days to Jacobson Elementary for the 2018-2019 School Year
- 13.2.7** Approve Agreement for Special Contract Services with Valley Community Counseling to Provide Mental Health Services to George Kelly School for the 2018-2019 School Year
- 13.2.8** Approve Agreement for Special Contract Services with Valley Community Counseling to Provide Mental Health Services to South/West Park Elementary School for the 2018-2019 School Year
- 13.2.9** Approve Agreement for Special Contract Services with Valley Community Counseling to Provide one Additional Day of Mental Health Services to North School for the 2018-2019 School Year
- 13.2.10** Approve Agreement for Special Contract Services with Valley Community Counseling to Provide Additional Mental Health Service Days to West High School for the 2018-2019 School Year
- 13.2.11** Approve Agreement for Special Contract Services with the San Joaquin County Office of Education's Project GLAD to Provide Training to

- Middle/High School Teachers during the 2018-19 School Year
- 13.2.12 Approve Agreement for Special Contract Services with the San Joaquin County Office of Education's Project GLAD to Provide Follow-Up to Previously Trained Middle/High School Teachers during the 2018-19 School Year
  - 13.2.13 Approve Agreement for Special Contract Services with Teaching Proficiency through Reading and Storytelling (TPRS) for World Language Teachers during the 2018-2019 School Year
  - 13.2.14 Approve Agreement for Special Contract Services with Professional Tutors of America for Compensatory Education of Academic Tutoring for the 2018-2019 School Year
  - 13.2.15 Approve Agreement for Special Contract Services with SUMA Kids, Inc. for Occupational Therapy and Assistive Technology Services for the 2018-2019 School Year
  - 13.2.16 Approve Agreement for Special Contract Services with Allyson Moore, Behavior Consultant, to Provide Mental Health Evaluations to Special Education Students during the 2018-2019 School Year
  - 13.2.17 Approve Overnight Travel for Kimball High School (KHS) Cheerleaders to Attend Cheer Camp at UC Santa Cruz on June 25-27, 2018
  - 13.2.18 Approve Overnight Travel for the Kimball High School (KHS) Dance Team to Attend Dance Camp at UC Santa Cruz on July 27-30, 2018
  - 13.2.19 Approve Overnight Travel for the Tracy High School Yearbook Design Students to Attend the Bay Area Yearbook Seminar at the University of California, Santa Cruz in Santa Cruz, CA on June 26-28, 2018
  - 13.2.20 Approve Overnight Travel for West High Cross Country Team High Altitude Training in Arnold, CA on July 16-19, 2018
  - 13.2.21 Approve Overnight Travel for West High Track Team and Four Coaches to Attend the CIF State Championships on May 31 – June 3, 2018
  - 13.2.22 Approve Overnight Travel for West High School Air Force JROTC to Attend Cadet Leadership Camp in San Luis Obispo on July 8-15, 2018
  - 13.2.23 Approve Overnight Travel for West High Varsity Volleyball Team for the 2018 – 2019 Season
- 13.3 Human Resources:**
- 13.3.1 Accept the Resignations/Retirements/Leaves of Absence for Certificated, Classified and/or Management Employees
  - 13.3.2 Approve Classified, Certificated and/or Management Employment
  - 13.3.3 Approve Employment of 2018 Summer School Staff
  - 13.3.4 Receive Peer Assistance and Review Annual Report for the 2017-2018 School Year

**Action Items:**

- 14.1 **Administrative & Business Services:**
  - 14.1.1 Adopt Resolution #17-29 Specifications of the Election Order  
**Action:** Arriola, Guzman. **Vote:** Yes-7; No-0.
  - 14.1.2 Adopt Revision to BP 3270 and Acknowledge revision to AR 3270 Sale and Disposal of Books, Equipment, and Supplies (Second Reading, Intent to Adopt)

- Action:** Gilbert, Guzman. **Vote:** Yes-7; No-0.
- 14.1.3** Consider BP 3320 and Acknowledge AR 3320 Claims and Actions Against the District (Second Reading)
- Action:** Guzman, Gouveia. **Vote:** Yes-7; No-0.
- 14.1.4** Adopt Resolution No. 17-31 Exempting School Sites from Local Zoning Ordinances
- Action:** Gilbert, Vaughn. **Vote:** Yes-7; No-0.
- 14.1.5** Approve the Award of Request for Proposal (RFP) for Monte Vista Middle School Serving Line Equipment (Separate Cover Item)
- Action:** As amended. Arriola, Gouveia. **Vote:** Yes-7; No-0.
- 14.2 Educational Services:**
- 14.2.1** Acknowledge Revisions to Board Policy 6146.1 High School Graduation Requirements/Standards of Proficiency (First Reading)
- Action:** Vaughn, Guzman. **Vote:** Yes-7; No-0.
- 14.3 Human Resources:**
- 14.3.1** Approve Declaration for a Provisional Internship Permit
- Action:** Guzman, Gouveia. **Vote:** Yes-7; No-0.
- 14.3.2** Authorize the Declaration of Need for the 2018-2019 School Year
- Action:** Guzman, Gilbert. **Vote:** Yes-7; No-0.
- 14.3.3** Approve Teacher Internship Agreement with Humphreys University
- Action:** Arriola, Costa. **Vote:** Yes-7; No-0.
- 14.3.4** Approve Teacher Internship Agreement with Notre Dame de Namur University
- Action:** Arriola, Guzman. **Vote:** Yes-7; No-0.
- 14.3.5** Approve Student Teaching Agreement with Notre Dame de Namur University
- Action:** Gouveia, Arriola. **Vote:** Yes-7; No-0.

**Board Reports:**

Trustee Costa congratulated all 8<sup>th</sup> graders promoting and the high school graduations and wished them good luck. Trustee Vaughn congratulated the Class of 2018 at our high schools and adult school. He thanked students, staff and administration for all of their hard work. He hopes they can relax over summer break. Trustee Gouveia thanked everyone for their hard work. He cautioned students to be careful during this next week. He attended the Tracy Adult School graduation. It is always very moving to see. Learning is lifelong. Trustee Guzman congratulated the seniors and thanked the teachers and staff for their support of the students. The West High track team is sending 11 members to the state championships. He also wished good luck to the Tracy High Softball Team on the section championships. Kimball has been going strong as well. He sees that our vendor list has grown which is good for the district and community. Trustee Arriola congratulated all graduates. He thanked the staff. He also congratulated the students who took AP exams. He was the keynote for the Tracy High Latino graduation. On Saturday the special needs students participated in a pageant which he enjoyed. It was nice to see the Grand Theatre filled and it made the kids feel special. Trustee Gilbert thanked the district on being pro-active in approving agreements with Valley Community Counseling. She was impressed with Kimball High's HOSA students. She also attended the Kimball High awards night and many of those students received awards for their activities. She wished everyone a

good summer. Trustee Silva has had a busy few weeks. He has attended the annual TAPFFA meeting where the bond payment was discussed. He also attended the district recognition and recognized the retirees and several people for their years of service. He went to all 3 high school awards nights. Over 1.3 million dollars was awarded in scholarships. People giving scholarships had more money to give but students were not applying for it. The money is out there and we need to take the time to apply. He also attended the Tracy Adult School graduation and there are many promotions and graduation events this week. He hopes everyone stays safe and has a fun Memorial Day weekend. Take time to reflect on the purpose of Memorial Day, honoring those who have fallen in service of our country.

**Superintendent  
Report:**

Dr. Stephens commented that he attended the CSEA Breakfast last week. It was well organized and enjoyed by all. He also attended the Tracy Adult School graduation. It is always a great ceremony. There are several promotions and graduations this week. He thanked everyone for a wonderful school year.

**Adjourn:** 8:20 pm

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
Date



# BUSINESS SERVICES MEMORANDUM

**TO:** Dr. Brian Stephens, Superintendent  
**FROM:** Dr. Casey Goodall, Associate Superintendent for Business  
**DATE:** May 17, 2018  
**SUBJECT:** **Receive Report on the 2018-2019 Annual School District Budget & the 2018-19 annual revision to the 2017-2020 LCAP**

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

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

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

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

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

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

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

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

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

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

**RATIONALE:** In January of 2018, Governor Brown proposed the California State Budget for 2018-19. Because the State of California is the greatest source of funds for Tracy Unified School District operations, the Governor's January budget proposal is a key source of information for planning. His budget plan was revised in early May, but the

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

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

**FUNDING:** Given the budgeting guidelines offered by SJCOE, the ending balance from the 2017-18 school year is projected to be adequate to meet the planning obligation for the 2018-19, the 2019-20, and the 2021-21 school years. Therefore, the proposed budget complies with Education Code Section 33127 which sets forth standards and criteria to be reviewed and used by local educational agencies in the development of annual budgets and the management of subsequent expenditures from that budget. The proposed budget will allow the district to meet its financial obligations during the fiscal year, and to satisfy its multiyear financial commitments.

**RECOMMENDATION:** Receive Report on the 2018-2019 Annual School District Budget & 2018-2021 LCAP.

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



# BUSINESS SERVICES MEMORANDUM

**TO:** Dr. Brian Stephens, Superintendent  
**FROM:** Dr. Casey Goodall, Associate Superintendent of Business Services  
**DATE:** May 21, 2018  
**SUBJECT:** **Conduct a Public Hearing to Solicit Recommendations and Comments Regarding the Proposed Local Control Accountability Plan (LCAP) and Associated Expenditures**

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

The Local Control Accountability Plan (LCAP) requires that:

- Districts set annual goals addressing eight priority areas:
  - Basic Services
  - Implementation of CA State Standards
  - Parent Involvement
  - Pupil Achievement
  - Pupil Engagement
  - School Climate
  - Course Access
  - Other Pupil Outcomes
- Districts must determine specific metrics and actions to be taken to achieve those goals
- Districts must use a standard format to report the LCAP plan
- Districts must solicit input from various stakeholder groups, including school employees, a parent advisory committee, a separate EL parent advisory committee.
- Districts must hold at least one public hearing to discuss and adopt (or update) the LCAP. This hearing must solicit recommendations and comments from the public regarding expenditures proposed in the plan.
- The local school board must approve both the LCAP and the district budget prior to submission of the LCAP to the SJCOE no later than July 1, 2018.

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

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

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

NOTIFICATION OF PUBLIC HEARING

Tracy Unified School District's 2018-19 Budget.

The proposed <sup>2018-19</sup>~~2017-18~~ Budget of the Tracy Unified School District will be available for inspection at 1875 W. Lowell Avenue, Tracy, CA between the hours of 8:00 a.m. to 5:00 p.m. June 8th, 11th, and 12th, 2018.

A PUBLIC HEARING WILL BE HELD AT: Tracy Unified School District  
1875 W. Lowell Avenue  
Tracy, CA 95376

DATE: June 12th, 2018

TIME: 7:00 p.m.

\*\*\*\*\*  
Please indicate the newspaper(s) in which you wish to have this Notice published and, if the paper is not published daily, indicate the specific days of the week it is published.

- Tri Valley Herald
- Tracy Press
- The Record
- 
- 

For Information Only

Confirm that the date above includes the Public Hearings for both Adopted Budget and LCAP.

Provide the date that both Budget and LCAP will be adopted: June 26th, 2018



**TRACY**  
UNIFIED SCHOOL DISTRICT

# BUSINESS SERVICES MEMORANDUM

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**TO:** Dr. Brian Stephens, Superintendent  
**FROM:** Dr. Casey Goodall, Associate Superintendent of Business Services  
**DATE:** May 17, 2018  
**SUBJECT:** **Conduct a Public Hearing to Solicit Recommendations and Comments Regarding the Proposed 2018-19 School District Budget**

**BACKGROUND:** Effective January 1, 2017, California Education Codes 42103 & 42126 require that on or before July 1 or each year, in addition and subsequent to a public hearing intended to solicit recommendations and comments regarding the Local Control Accountability Plan (LCAP) and associated expenditures, the governing board of each school district shall hold a public hearing on the proposed budget for the subsequent fiscal year. The public hearing shall take place in a school district facility, or some other place conveniently accessible to the residents of the school district, and the agenda for that hearing shall be posted at least 72 hours before the public hearing and shall include the location where the budget will be available for public inspection. The proposed budget shall show expenditures, cash balances, and all revenues, and shall also include an estimate of those figures, unaudited, for the preceding fiscal year.

**RATIONALE:** This public hearing is scheduled in to fulfill the requirements of California Education Codes 42103 & 42126, and is in conjunction with an information item in which projected expenditures, cash balances, and revenues will be presented.

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

**RECOMMENDATION:** Conduct a Public Hearing to Solicit Recommendations and Comments Regarding the Proposed 2018-19 School District Budget

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



# BUSINESS SERVICES MEMORANDUM

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

Poet-Christian School:

1. Tracy Unified School District/Poet-Christian School: From the Poet-Christian PTSA for the amount of \$4,100.00 (ck. #1077). This donation will be used to support Poet-Christian's sport activities and related expenses.

Tracy High School:

1. Tracy Unified School District/Tracy High School: WePay for the amount of \$7,087.08 (ck. #0024738294). This donation was made using the Snap Raise platform. It will benefit Tracy High's Choral Company.

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

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

**RECOMMENDATION:** Accept the generous donations from the various individuals, businesses, and school site parent teacher associations listed herein with thanks and appreciation from the staff and students of the Tracy Unified School District.

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



# BUSINESS SERVICES MEMORANDUM

**TO:** Dr. Brian Stephens, Superintendent  
**FROM:** Dr. Casey Goodall, Associate Superintendent for Business Services  
**DATE:** May 30, 2018  
**SUBJECT:** **Ratify Routine Agreements, Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda**

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

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

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

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

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

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

**BUSINESS SERVICES  
 FACILITIES DEVELOPMENT DEPARTMENT  
 JUNE 12, 2018  
SUMMARY OF SERVICES**

A. Vendor: Tracy Tank Town Lions  
 Site: West High School  
 Item: Memorandum of Understanding  
 Services: The Tank Town Lions (TTL) will use the West High School concession stand facility during the WHS football season. The WHS ASB will supply the refrigeration, ice machine, soft drink dispenser and cleaning products. At the end of the football season, TTL will provide the WHS ASB with a sum equal to 60% of the net proceeds.  
 Cost: N/A  
 Project Funding: N/A

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 provide guidance on management issues unavailable from other sources.  
 Cost: \$3,660.00 annually, plus expenses  
 Project Funding: Unrestricted General Fund

C. Vendor: Dannis Woliver Kelly, Attorneys at Law  
 Site: Tracy Unified School District  
 Item: Agreement  
 Services: Legal service related to general education law advice and representation; including collective bargaining, litigation, property services, and facilities related matters.  
 Cost: Rates range from \$130/hr. to \$365/hr. depending upon the attorney/paralegal.  
 Project Funding: Risk Management/Legal Services

D. Vendor: Houghton Mifflin Harcourt (Scholastic iREAD)  
 Sites: All District Kindergarten through Second Grade Classrooms  
 Item: Yearly Renewal: Approve Agreement to renew and purchase unlimited iREAD Licenses for K-2 students and teacher licenses for 170 K-2 Teachers for the 2018-2019 School Year (Yearly Renewal). This also includes 22 Coaching and Training Days to be provided by HMH iREAD Support Teams.  
 Services: Since 2015-2016, Tracy Unified has partnered with the Scholastic, now Houghton, Mifflin, Harcourt (HMH) Companies to access online intensive intervention software for all District K-2 students. Use of this software Program is intended to work towards the District LCAP Goal of having all students reading at grade level by the third grade.  
 Cost: \$ 139,293.80 for unlimited K-2 Student Licenses; 170 Teacher Licenses, and 22 Staff Training/Coaching Days for 2018-2019  
 Project Funding: LCAP Funds; Goal 1, Action 19: Continue to implement district-wide iREAD to support all K-2 students in phonemic awareness to promote all students reading on grade level by 3rd grade.

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E. Vendor: SunE Sunset Holdings1,LLC, Solstice Investments LP, Solar Investco  
LLS, Onyx Asset Services Group LLC, Onyx Renewable Partners  
Site: West High School and District Office – Solar Installation  
Item: Amendment and Agreement No. 2 and Amended and Restated Solar Power  
Services Agreement  
Services: In order to adjust ownership of the Systems for tax equity financing purposes,  
Solstice seeks to amend the West HS Combined PPA by separating the West  
HS Combined PPA into two separate agreements for 1) the District Office  
(the West MOT PPA); and 2) the West HS (West HS PPA). Solstice will  
retain its interest in the West MOT PPA, as adjusted for the lower system size  
related to this single system; and will assign to Holdings 1 its rights in the  
West HS PPA adjusted for the lower system size. The special conditions set  
forth in the original agreement and in amendment 1 will be replaced in their  
entirety with the attached Amended and Restated Solar Power & Services  
Agreement, Special Conditions (Exhibit B & Exhibit C).  
Cost: N/A  
Project Funding: N/A

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F. Vendor: Wallace Kuhl & Associates  
Site: Kimball High School - Marquee  
Item: Proposal - Ratify  
Services: Testing and special inspection services during the construction of the new  
electronic marquee sign.  
Cost: \$4,160.00 Estimated  
Project Funding: Unrestricted General Fund

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G. Vendor: Wallace Kuhl & Associates  
Site: Monte Vista Middle School – Boys and Girls Club  
Item: Proposal - Ratify  
Services: Testing and special inspection services during the construction of the shade  
structure and green space at the Boys and Girls Club location.  
Cost: \$4,160.00 Estimated  
Project Funding: Unrestricted General Fund to be reimbursed by Boys and Girls Club

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H. Vendor: Champion Industrial Contractors, Inc.  
Site: West High School – Fume Hood Replacement  
Item: Agreement  
Services: Removal and proper disposal of existing fume hoods and fan units in the MS  
Building and replace with new fume hoods and fan units, including all electrical,  
mechanical, plumbing components and fans for a fully functional fume hood  
operating system all per plans and specs. Removal of existing cabinets and replaced  
with new cabinets in specified areas.  
Cost: \$327,499.00 + \$6,854.00 Alternate Bid  
Project Funding: Unrestricted General Fund/Deferred Maintenance

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I. Vendor: F&H Construction  
Site: Kimball High School  
Item: Settlement Agreement & Release - Ratify  
Services: Contractor to remove and dispose of existing infill, top rock and turf and  
place new top rock, install the new membrane and Brock USA system.  
Cost: N/A  
Project Funding: N/A

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J. Vendor: Western Water Features  
Site: Tracy High School  
Item: Notice of Completion  
Services: Contractor removed and replaced the existing swimming pool and diving pool circulation and heating equipment, chemical equipment, chemical storage and all associated piping, valves and electrical to provide a completely operational aquatic facility.  
Cost: \$449,000.00 Change Orders: \$0.00 Final Contract: \$449,000.00  
Project Funding: Unrestricted General Fund/Deferred Maintenance/Prop 39 Energy Fund

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K. Vendor: Indoor Environmental Services  
Site: Poet-Christian School  
Item: Change Order #1 - Ratify  
Services: Provide and install all missing rooftop PVC condensate lines, paint lines and run all lines to the nearest roof drain.  
Cost: \$12,750.00  
Project Funding: Deferred Maintenance/Proposition 39 Energy Funding

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L. Vendor: Wallace Kuhl & Associates  
Site: Kimball High School  
Item: Proposal - Ratify  
Services: Provide geotechnical consulting and testing services for the replacement of the synthetic turf on the stadium field.  
Cost: \$15,000.00 Estimated  
Project Funding: Unrestricted General Fund

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# BUSINESS SERVICES MEMORANDUM

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**TO:** Dr. Brian Stephens, Superintendent  
**FROM:** Dr. Casey Goodall, Associate Superintendent for Business Services  
**DATE:** May 16, 2018  
**SUBJECT:** **Accept the Parent Organization/Booster Club Applications Submitted for the 2018/19 School Year**

**BACKGROUND:** The District recognizes the importance of having parent support/booster clubs that enhance and assist in furthering the educational opportunities of students. Community support organizations (CBO's) such as Parent Teacher Clubs, Parent Teacher Associations, Athletics Boosters, Band Boosters, Advisory Groups, and any other organizations approved by the Board, promote, encourage, and support the approved academic, co-curricular, and extra curricular activities of the district. The following applications have been submitted for review and acceptance:

1. West High School Music Boosters
2. South/West Park Parent Club
3. Villalovoz PFC
4. George Kelly Parent Faculty

**RATIONALE:** Acceptance is recommended in order to meet the District's strategic goal: strategic goal #5 – Continuously improve fiscal, facilities and operational processes.

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

**RECOMMENDATION:** Accept the Parent Organization/Booster Club Applications Submitted for the 2018/19 School Year.

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



**TRACY**  
UNIFIED SCHOOL DISTRICT

# ADMINISTRATIVE SERVICES MEMORANDUM

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**TO:** Board of Education  
**FROM:** Dr. Brian Stephens, Superintendent  
**DATE:** May 10, 2018  
**SUBJECT:** Approve 2018-2019 Designation of CIF Representatives to League

**BACKGROUND:** Each year, the California Interscholastic Federation requires the district to designate the names of the league representatives to make sure that the league representatives are designated by the school district governing board.

**RATIONALE:** It is a legal requirement that league representatives be so designated. If a governing board does not take appropriate action to designate representatives or this information is not given to Section offices with the required time frame, CIF is required to suspend voting privileges for the affected schools. Our designated representatives are listed on the attachment.

**FUNDING:** N/A

**RECOMMENDATION:** Approve 2018-2019 Designation of CIF Representatives to League.

**Prepared by:** Dr. Brian Stephens, Superintendent.

**2018-2019 Designation of CIF Representatives to League**

Please complete the form below for each school under your jurisdiction and **RETURN TO THE CIF SECTION OFFICE (ADDRESSES ON REVERSE SIDE)** no later than June 29, 2018.

TRACY UNIFIED School District/Governing Board at its 05.22.18 meeting,  
(Name of school district/governing board) (Date)

appointed the following individual(s) to serve for the 2018-2019 school year as the school's league representative:

**PHOTOCOPY THIS FORM TO LIST ADDITIONAL SCHOOL REPRESENTATIVES**

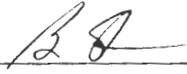
NAME OF SCHOOL WEST HIGH SCHOOL  
NAME OF REPRESENTATIVE ZACHARY BOSWELL POSITION PRINCIPAL  
ADDRESS 1987 W. LOWELL AVE CITY TRACY ZIP 95376  
PHONE 209-830-3370 FAX 209-830-3371 E-MAIL zboswell@tusd.net  
\*\*\*\*\*

NAME OF SCHOOL WEST HIGH SCHOOL  
NAME OF REPRESENTATIVE STEVEN WICHMAN POSITION ATHLETIC DIRECTOR  
ADDRESS 1987 W. LOWELL AVE CITY TRACY ZIP 95376  
PHONE 209-830-3370 FAX 209-830-3371 E-MAIL swichman@tusd.net  
\*\*\*\*\*

NAME OF SCHOOL TRACY HIGH SCHOOL  
NAME OF REPRESENTATIVE JASON NOLL POSITION PRINCIPAL  
ADDRESS 315 E. 11TH STREET CITY TRACY ZIP 95376  
PHONE 209-830-3360 FAX 209-830-3361 E-MAIL jnoll@tusd.net  
\*\*\*\*\*

NAME OF SCHOOL TRACY HIGH SCHOOL  
NAME OF REPRESENTATIVE GARY HENDERSON POSITION ATHLETIC DIRECTOR  
ADDRESS 315 E. 11TH STREET CITY TRACY ZIP 95376  
PHONE 209-830-3360 FAX 209-830-3361 E-MAIL ghenderson@tusd.net  
\*\*\*\*\*

If the designated representative is not available for a given league meeting, an alternate designee of the district governing board may be sent in his/her place. **NOTE:** League representatives from public schools and private schools must be designated representatives of the school's governing boards in order to be eligible to serve on the section and state governance bodies.

Superintendent's or Principal's Name Brian Stephens Signature   
Address 1875 W. Lowell Ave City Tracy Zip 95376  
Phone 209-830-3201 Fax 209-830-3204

**PLEASE MAIL OR FAX THIS FORM DIRECTLY TO THE CIF SECTION OFFICE.  
SEE REVERSE SIDE FOR CIF SECTION OFFICE ADDRESSES.**

**2018-2019 Designation of CIF Representatives to League**

Please complete the form below for each school under your jurisdiction and **RETURN TO THE CIF SECTION OFFICE (ADDRESSES ON REVERSE SIDE)** no later than June 29, 2018.

TRACY UNIFIED School District/Governing Board at its 05.22.18 meeting,  
(Name of school district/governing board) (Date)

appointed the following individual(s) to serve for the 2018-2019 school year as the school's league representative:

**PHOTOCOPY THIS FORM TO LIST ADDITIONAL SCHOOL REPRESENTATIVES**

NAME OF SCHOOL KIMBALL HIGH SCHOOL  
 NAME OF REPRESENTATIVE BENJAMIN KELLER POSITION PRINCIPAL  
 ADDRESS 3200 JAGUAR RUN CITY TRACY ZIP 95376  
 PHONE 209-832-6600 FAX 209-832-6601 E-MAIL bkeller@tusd.net

NAME OF SCHOOL KIMBALL HIGH SCHOOL  
 NAME OF REPRESENTATIVE BEN TROMBLEY POSITION ATHLETIC DIRECTOR  
 ADDRESS 3200 JAGUAR RUN CITY TRACY ZIP 95376  
 PHONE 209-832-6600 FAX 209-832-6601 E-MAIL btrombley@tusd.net

NAME OF SCHOOL \_\_\_\_\_  
 NAME OF REPRESENTATIVE \_\_\_\_\_ POSITION \_\_\_\_\_  
 ADDRESS \_\_\_\_\_ CITY \_\_\_\_\_ ZIP \_\_\_\_\_  
 PHONE \_\_\_\_\_ FAX \_\_\_\_\_ E-MAIL \_\_\_\_\_

NAME OF SCHOOL \_\_\_\_\_  
 NAME OF REPRESENTATIVE \_\_\_\_\_ POSITION \_\_\_\_\_  
 ADDRESS \_\_\_\_\_ CITY \_\_\_\_\_ ZIP \_\_\_\_\_  
 PHONE \_\_\_\_\_ FAX \_\_\_\_\_ E-MAIL \_\_\_\_\_

If the designated representative is not available for a given league meeting, an alternate designee of the district governing board may be sent in his/her place. **NOTE:** League representatives from public schools and private schools must be designated representatives of the school's governing boards in order to be eligible to serve on the section and state governance bodies.

Superintendent's or Principal's Name Brian Stephens Signature   
 Address 1875 W. Lowell Avenue City Tracy, Zip 95376  
 Phone 209-830-3201 Fax 209-830-3204

**PLEASE MAIL OR FAX THIS FORM DIRECTLY TO THE CIF SECTION OFFICE.  
 SEE REVERSE SIDE FOR CIF SECTION OFFICE ADDRESSES.**



# BUSINESS SERVICES MEMORANDUM

---

**TO:** Dr. Brian Stephens, Superintendent  
**FROM:** Dr. Casey Goodall, Assoc. Superintendent of Business Services  
**DATE:** June 1, 2018  
**SUBJECT:** **Approve Accounts Payable Warrants (April-May, 2018)**

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

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

**FUNDING:** N/A

**RECOMMENDATION:** Approve Accounts Payable Warrants (April-May, 2018).

**Prepared by:** S. Reed Call, Director of Financial Services



# BUSINESS SERVICES MEMORANDUM

---

**TO:** Dr. Brian Stephens, Superintendent  
**FROM:** Dr. Casey Goodall, Associate Superintendent for Business Services  
**DATE:** June 1, 2018  
**SUBJECT:** **Approve Payroll Reports (April-May, 2018)**

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

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

**FUNDING:** N/A

**RECOMMENDATION:** Approve Payroll Report (April-May, 2018).

**Prepared by:** Reed Call, Director of Financial Services.

Pay Date 04/10/2018

Fund 01

LABOR DISTRIBUTION FOR EMPLOYEES SUMMARY

Fund	SACS Object	Amount	
01	1100	409,480.67	Teachers' Salaries
	1200	848.35	Cert Pupil Support Salaries
	1300	1,650.60	
	1900	1,898.55	Other Certificated Salaries
	2100	28,794.06	Instructional Aides' Salaries
	2200	95,691.25	Classified Support Salaries
	2400	13,818.82	Clerical & Office Salaries
	2900	6,517.39	Other Classified Salaries
	<b>Total Labor</b>	<b>558,699.69</b>	
01	3101	42,232.47	STRS On 1000 Salaries
	3201	124.25	PERS On 1000 Salaries
	3202	4,052.34	PERS On 2000 Salaries
	3301	7,308.70	
	3302	8,841.37	
	3501	206.88	State Unemploy On 1000 Salary
	3502	72.45	State Unemploy On 2000 Salary
	3601	7,960.88	Worker'S Comp Ins On 1000 Sal
	3602	2,785.59	Worker'S Comp Ins On 2000 Sal
	<b>Total Contributions</b>	<b>73,584.93</b>	
11	1100	13,731.41	Teachers' Salaries
	1200	1,465.33	Cert Pupil Support Salaries
	2100	2,079.79	Instructional Aides' Salaries
	2400	1,677.06	Clerical & Office Salaries
	<b>Total Labor</b>	<b>18,953.59</b>	
11	3101	1,618.30	STRS On 1000 Salaries
	3202	123.54	PERS On 2000 Salaries
	3301	211.40	
	3302	234.75	
	3501	7.60	State Unemploy On 1000 Salary
	3502	1.88	State Unemploy On 2000 Salary
	3601	292.31	Worker'S Comp Ins On 1000 Sal
	3602	72.26	Worker'S Comp Ins On 2000 Sal
	<b>Total Contributions</b>	<b>2,562.04</b>	

Fund	12	SACS Object	Amount	
		2100	3,004.14	Instructional Aides' Salaries
		2900	313.92	Other Classified Salaries
		<b>Total Labor</b>	<b>3,318.06</b>	

Fund	12	SACS Object	Amount	
		3102	50.82	STRS On 2000 Salaries
		3202	20.04	PERS On 2000 Salaries
		3302	135.65	
		3502	1.66	State Unemploy On 2000 Salary
		3602	63.81	Worker'S Comp Ins On 2000 Sal
		<b>Total Contributions</b>	<b>271.98</b>	

Fund	13	SACS Object	Amount	
		2200	16,856.18	Classified Support Salaries
		<b>Total Labor</b>	<b>16,856.18</b>	

Fund	13	SACS Object	Amount	
		3202	435.12	PERS On 2000 Salaries
		3302	771.88	
		3502	8.45	State Unemploy On 2000 Salary
		3602	324.25	Worker'S Comp Ins On 2000 Sal
		<b>Total Contributions</b>	<b>1,539.70</b>	

ESCAPE ONLINE

Pay Date 04/30/2018

Fund 01

## LABOR DISTRIBUTION FOR EMPLOYEES SUMMARY

Fund	SACS Object	Amount	
01	1100	4,696,358.94	Teachers' Salaries
	1200	278,740.80	Cert Pupil Support Salaries
	1300	520,968.22	Cert Suprvsrs' & Admins' Sal
	1900	66,773.77	Other Certificated Salaries
	2100	375,241.67	Instructional Aides' Salaries
	2200	710,742.21	Classified Support Salaries
	2300	168,675.77	Class Suprvsrs' & Admins' Sal
	2400	408,349.77	Clerical & Office Salaries
	2900	40,295.56	Other Classified Salaries
	<b>Total Labor</b>	<b>7,266,146.71</b>	
01	3101	780,212.74	STRS On 1000 Salaries
	3102	3,679.58	STRS On 2000 Salaries
	3201	24,155.55	PERS On 1000 Salaries
	3202	251,937.77	PERS On 2000 Salaries
	3301	78,876.52	
	3302	119,227.11	
	3401	564,567.20	
	3402	236,470.62	
	3501	2,781.56	State Unemploy On 1000 Salary
	3502	850.43	State Unemploy On 2000 Salary
	3601	107,001.31	Worker'S Comp Ins On 1000 Sal
	3602	32,762.99	Worker'S Comp Ins On 2000 Sal
	3701	59,221.36	
	3702	32,036.47	
	<b>Total Contributions</b>	<b>2,293,781.21</b>	
11	1100	8,088.82	Teachers' Salaries
	1300	617.27	Cert Suprvsrs' & Admins' Sal
	2100	4,391.13	Instructional Aides' Salaries
	2200	2,075.62	Classified Support Salaries
	2400	10,765.16	Clerical & Office Salaries
	<b>Total Labor</b>	<b>25,938.00</b>	
11	3101	1,256.29	STRS On 1000 Salaries
	3202	2,676.28	PERS On 2000 Salaries
	3301	117.90	
	3302	1,233.75	
	3401	805.09	
	3402	2,866.77	
	3501	4.35	State Unemploy On 1000 Salary
	3502	8.61	State Unemploy On 2000 Salary
	3601	167.47	Worker'S Comp Ins On 1000 Sal
	3602	331.47	Worker'S Comp Ins On 2000 Sal
	<b>Total Contributions</b>	<b>9,467.98</b>	

Fund	12	SACS Object	Amount	
		1300	778.05	Cert Suprvsrs' & Admins' Sal
		2100	5,978.73	Instructional Aides' Salaries
		<b>Total Labor</b>	<b>6,756.78</b>	

Fund	12	SACS Object	Amount	
		3101	112.27	STRS On 1000 Salaries
		3102	330.87	STRS On 2000 Salaries
		3202	366.41	PERS On 2000 Salaries
		3301	10.27	
		3302	255.69	
		3401	68.02	
		3402	57.78	
		3501	0.39	State Unemploy On 1000 Salary
		3502	2.99	State Unemploy On 2000 Salary
		3601	14.96	Worker'S Comp Ins On 1000 Sal
		3602	115.01	Worker'S Comp Ins On 2000 Sal
		<b>Total Contributions</b>	<b>1,334.66</b>	

Fund	13	SACS Object	Amount	
		2200	122,371.77	Classified Support Salaries
		2300	32,818.24	Class Suprvsrs' & Admins' Sal
		2400	12,102.67	Clerical & Office Salaries
		<b>Total Labor</b>	<b>167,292.68</b>	

Fund	13	SACS Object	Amount	
		3202	21,651.17	PERS On 2000 Salaries
		3302	11,510.52	
		3402	15,270.16	
		3502	83.62	State Unemploy On 2000 Salary
		3602	3,217.93	Worker'S Comp Ins On 2000 Sal
		<b>Total Contributions</b>	<b>51,733.40</b>	

ESCAPE ONLINE

Pay30

Payroll Fund/Object Recap for County Interface

Pay Date 05/10/2018

Fund 01

LABOR DISTRIBUTION FOR EMPLOYEES SUMMARY

Fund	SACS Object	Amount	
Fund 01	1100	248,961.59	Teachers' Salaries
	1200	677.58	Cert Pupil Support Salaries
	1300	877.00	
	1900	230.00	Other Certificated Salaries
	2100	28,325.49	Instructional Aides' Salaries
	2200	105,506.69	Classified Support Salaries
	2400	20,997.31	Clerical & Office Salaries
	2900	5,520.63	Other Classified Salaries
	<b>Total Labor</b>	<b>411,096.29</b>	
	Fund 01	3101	26,498.20
3201		86.97	PERS On 1000 Salaries
3202		4,568.10	PERS On 2000 Salaries
3301		4,547.08	
3302		10,102.41	
3501		125.42	State Unemploy On 1000 Salary
3502		80.16	State Unemploy On 2000 Salary
3601		4,823.01	Worker'S Comp Ins On 1000 Sal
3602		3,084.32	Worker'S Comp Ins On 2000 Sal
<b>Total Contributions</b>		<b>53,915.67</b>	
Fund 11		1100	11,454.65
	1200	1,140.32	Cert Pupil Support Salaries
	2100	2,441.66	Instructional Aides' Salaries
	2400	1,719.94	Clerical & Office Salaries
	<b>Total Labor</b>	<b>16,756.57</b>	
	Fund 11	3101	1,334.48
3202		206.50	PERS On 2000 Salaries
3301		175.92	
3302		272.78	
3501		6.30	State Unemploy On 1000 Salary
3502		2.09	State Unemploy On 2000 Salary
3601		242.26	Worker'S Comp Ins On 1000 Sal
3602		80.06	Worker'S Comp Ins On 2000 Sal
<b>Total Contributions</b>		<b>2,320.39</b>	
Fund 12		2100	2,524.21
	2900	270.52	Other Classified Salaries

**Total Labor** 2,794.73

<b>Fund 12</b>	<b>SACS Object</b>	<b>Amount</b>	
	3102	6.17	STRS On 2000 Salaries
	3202	8.48	PERS On 2000 Salaries
	3302	113.62	
	3502	1.40	State Unemploy On 2000 Salary
	3602	53.76	Worker'S Comp Ins On 2000 Sal
	<b>Total Contributions</b>	<b>183.43</b>	

<b>Fund 13</b>	<b>SACS Object</b>	<b>Amount</b>	
	2200	13,803.33	Classified Support Salaries
	<b>Total Labor</b>	<b>13,803.33</b>	

<b>Fund 13</b>	<b>SACS Object</b>	<b>Amount</b>	
	3202	293.91	PERS On 2000 Salaries
	3302	622.27	
	3502	6.92	State Unemploy On 2000 Salary
	3602	265.63	Worker'S Comp Ins On 2000 Sal
	<b>Total Contributions</b>	<b>1,188.73</b>	

ESCAPE **ONLINE**

Pay30

Payroll Fund/Object Recap for County Interface

Pay Date 05/31/2018

Fund 01

LABOR DISTRIBUTION FOR EMPLOYEES SUMMARY

Fund	SACS Object	Amount	
Fund 01	1100	4,696,263.87	Teachers' Salaries
	1200	276,416.66	Cert Pupil Support Salaries
	1300	519,680.56	Cert Suprvsrs' & Admins' Sal
	1900	66,773.77	Other Certificated Salaries
	2100	375,906.25	Instructional Aides' Salaries
	2200	703,080.20	Classified Support Salaries
	2300	170,355.48	Class Suprvsrs' & Admins' Sal
	2400	400,864.54	Clerical & Office Salaries
	2900	40,657.85	Other Classified Salaries
		<b>Total Labor</b>	<b>7,249,999.18</b>
Fund 01	3101	779,670.62	STRS On 1000 Salaries
	3102	3,679.58	STRS On 2000 Salaries
	3201	23,941.28	PERS On 1000 Salaries
	3202	249,419.06	PERS On 2000 Salaries
	3301	78,737.46	
	3302	118,029.11	
	3401	561,166.83	
	3402	237,600.23	
	3501	2,779.78	State Unemploy On 1000 Salary
	3502	844.15	State Unemploy On 2000 Salary
	3601	106,930.05	Worker'S Comp Ins On 1000 Sal
	3602	32,523.67	Worker'S Comp Ins On 2000 Sal
	3701	57,905.70	
	3702	32,036.47	
	<b>Total Contributions</b>	<b>2,285,263.99</b>	
Fund 11	1100	8,088.82	Teachers' Salaries
	1300	617.27	Cert Suprvsrs' & Admins' Sal
	2100	4,391.13	Instructional Aides' Salaries
	2200	2,075.62	Classified Support Salaries
	2400	10,765.16	Clerical & Office Salaries
		<b>Total Labor</b>	<b>25,938.00</b>
Fund 11	3101	1,256.29	STRS On 1000 Salaries
	3202	2,676.28	PERS On 2000 Salaries
	3301	117.89	
	3302	1,233.73	
	3401	805.10	
	3402	2,866.80	
	3501	4.35	State Unemploy On 1000 Salary
	3502	8.61	State Unemploy On 2000 Salary
	3601	167.47	Worker'S Comp Ins On 1000 Sal
	3602	331.47	Worker'S Comp Ins On 2000 Sal
	<b>Total Contributions</b>	<b>9,467.99</b>	

Fund	SACS Object	Amount	
Fund 12	1300	778.05	Cert Suprvsrs' & Admins' Sal
	2100	5,978.73	Instructional Aides' Salaries
	2400	737.00	Clerical & Office Salaries
	<b>Total Labor</b>	<b>7,493.78</b>	
Fund 12	3101	112.27	STRS On 1000 Salaries
	3102	330.87	STRS On 2000 Salaries
	3202	480.87	PERS On 2000 Salaries
	3301	10.27	
	3302	312.07	
	3401	68.02	
	3402	66.48	
	3501	0.39	State Unemploy On 1000 Salary
	3502	3.36	State Unemploy On 2000 Salary
	3601	14.96	Worker'S Comp Ins On 1000 Sal
	3602	129.19	Worker'S Comp Ins On 2000 Sal
	<b>Total Contributions</b>	<b>1,528.75</b>	
	Fund 13	2200	122,137.32
2300		32,626.24	Class Suprvsrs' & Admins' Sal
2400		15,621.66	Clerical & Office Salaries
<b>Total Labor</b>		<b>170,385.22</b>	
Fund 13	3202	22,147.44	PERS On 2000 Salaries
	3302	11,742.86	
	3402	15,803.42	
	3502	85.16	State Unemploy On 2000 Salary
	3602	3,277.43	Worker'S Comp Ins On 2000 Sal
<b>Total Contributions</b>	<b>53,056.31</b>		

ESCAPE ONLINE



# BUSINESS SERVICES MEMORANDUM

---

**TO:** Dr. Brian Stephens, Superintendent  
**FROM:** Dr. Casey Goodall, Assoc. Superintendent of Business Services  
**DATE:** June 1, 2018  
**SUBJECT:** **Approve Revolving Cash Fund Reports (April-May, 2018)**

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

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

**FUNDING:** N/A

**RECOMMENDATION:** Approve Revolving Cash Fund Reports (April-May, 2018).

**Prepared by:** S. Reed Call, Director of Financial Services

06/01/18

**TUSD**  
**REVOLVING CASH FUND**  
 May 2018

Date	Num	Name	Memo	Paid Amount
05/04/2018	9408	CCSESA	Conference 5/7-8/2018 WMS 01-0709-0-1110-2140-800-2034	-500.00
TOTAL				-500.00
05/08/2018	9409	Keep It Movin' Entertainment	REQ18-02927 SWP DJ Services 5/9/18 01-0000-0-1110-1000-5800-400-2323	-200.00
TOTAL				-200.00
05/09/2018	9410	U.S. POSTAL SERVICE	PO18-02901 POSTAGE STAMPS TAS 11-6391-0-4150-1000-4300-560-2882	-200.00
TOTAL				-200.00
05/09/2018	9411	CASHIER DEPT. OF PESTICIDE R...	PESTICIDE APP REGULATION EXAM ARROYO 01-8150-0-0000-8110-5200-800-9502	-180.00
TOTAL				-180.00
05/14/2018	9412	WEST SIDE PIONEER ASSOCIATI...	PO18-02803 Central Elementary #CEN18 01-3010-0-1110-1000-5800-130-3002	-120.00
TOTAL				-120.00
05/17/2018	9413	P & L MARKETING, INC	Exam Prep Class 5/18/18 G Guzman Exam Prep Class 5/18/18 G Guzman	-50.00
TOTAL				-50.00
05/21/2018	9414	WEST SIDE PIONEER ASSOCIATI...	PO18-02895 BOHN ELEM PIONEER SCHOOL 01-0710-0-1110-1000-5800-100-3002	-160.00
TOTAL				-160.00
05/21/2018	9415	EAGLE SOFTWARE INC	PO18-02933 Webinar, Leigh Anne Durant 01-0000-0-1110-3130-5800-820-1216	-100.00
TOTAL				-100.00

05/14/18

**TUSD**  
**REVOLVING CASH FUND**  
 April 2018

<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Memo</u>	<u>Paid Amount</u>
04/03/2018	9400	CALIFORNIA DEPARTMENT OF E...	REQ18-02662 Central School Renovation 35-7726-0-0000-8500-6217-130-7726	-195.00
TOTAL				-195.00
04/09/2018	9401	P.A.P.A.	Seminar 4/18/18 Pesticide Applicator 01-8150-0-0000-8110-5200-800-9502	-800.00
TOTAL				-800.00
04/19/2018	9402	THE CALIFORNIA MUSEUM	REQ18-02849 FIELDTRIP 4/20/2018 BOHN EL... 01-0000-0-1110-1000-5800-100-3013	-336.00
TOTAL				-336.00
04/26/2018	9403	THE TECH MUSEUM	PO18-02757 KHS FIELD TRIP 01-0000-0-1110-1000-5800-670-5952	-265.00
TOTAL				-265.00
04/26/2018	9404	UC Davis	Conference 6/21/2018 Dr. Brian Stephens 01-0000-0-0000-7150-5200-800-1001	-50.00
TOTAL				-50.00
04/26/2018	9405	Children's Museum of Stockton	REQ18-02869 Bohn Elem Field Trip 01-0710-0-1110-1000-5800-100-3002	-345.00
TOTAL				-345.00
04/26/2018	9406	BON APPETIT @ SANTA CLARA ...	REQ18-02913 KHS FIELD TRIP 01-0000-0-1110-1000-4300-670-5833	-570.00
TOTAL				-570.00
04/30/2018	9407	Golden State Mock Trial	Conference 5/4-6/18 THS Pereira, Nunn Conference 5/4-6/18 THS Pereira, Nunn	-500.00
TOTAL				-500.00



# BUSINESS SERVICES MEMORANDUM

**TO:** Dr. Brian Stephens, Superintendent  
**FROM:** Dr. Casey Goodall, Associate Superintendent for Business Services  
**DATE:** June 1, 2018  
**SUBJECT:** **Ratify Measure B Related 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 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, and the advance notice staff has in procuring the services or materials. 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 Measure B Related 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  
MEASURE B BOND  
JUNE 12, 2018  
SUMMARY OF SERVICES**

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A. Vendor: ACME Construction  
Site: Central School Renovation  
Item: Change Order #3 - Ratify  
Services: Scope of work documented on the change order summary.  
Cost: \$76,210.00  
Project Funding: Measure B Bond Fund and State School Building Fund (SSBF)

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# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Brian R. Stephens, Superintendent  
**FROM:** Dr. Sheila Harrison, Associate Superintendent of Educational Services  
**DATE:** May 18, 2018  
**SUBJECT:** **Approve the Advancement Via Individual Determination (AVID), Implementation Agreement between TUSD and the AVID Center for Kimball High School, Tracy High School, West High School, George Kelly School, Monte Vista Middle School, Poet-Christian School, and Williams Middle School for the 2018-19 School Year**

**BACKGROUND:** Tracy Unified School District has implemented Advancement Via Individual Determination (AVID) since 2002. Each school year, the District must contract services from the AVID Center, a California non-profit corporation. Tracy Unified School District has six AVID member schools: Kimball High School, Tracy High School, West High School, George Kelly School, Monte Vista Middle School, Poet Christian School, and Williams Middle School. Over the years, the AVID program participants have demonstrated greater high school graduation rates and college acceptance rates than their non-participating peers.

**RATIONALE:** AVID is a college readiness system for elementary through higher education that is designed to increase school-wide learning and performance. The AVID College Readiness System (ACRS) accelerates student learning, uses research-based methods of effective instruction, provides meaningful and motivational professional learning, and acts as a catalyst for systemic reform and change.

To implement the AVID program, Tracy Unified School District agrees to pay AVID Center an annual membership/license fee per participating school site offering the AVID program. Membership includes a license to use the AVID trademarks to promote the implementation of the AVID College Readiness System, to use and implement the AVID Methodologies, and to copy the student activity sheets from the AVID Materials. Implementation of the AVID program will meet District Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or careers; and District Strategic Goal #2: Hire, support, develop, train, and sustain District employees who create a singleness of purpose focused on maximizing students' academic, social, and emotional potential.

**FUNDING:** Funding not to exceed: \$33,659.00. LCFF Targeted funds for AVID will continue to be provided to support implementation of the AVID program.

**RECOMMENDATION:** Approve the Advancement Via Individual Determination (AVID), Implementation Agreement between TUSD and the AVID Center for Kimball High School, Tracy High School, West High School, George Kelly School, Monte Vista Middle School, Poet-Christian School, and Williams Middle School for the 2018-19 School Year.

**Prepared by:** Bond Cashmere, District AVID Coordinator



# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Brian R. Stephens, Superintendent  
**FROM:** Dr. Sheila Harrison, Associate Superintendent of Educational Services  
**DATE:** May 23, 2018  
**SUBJECT:** **Approve the Spring 2018 Consolidated Application for the Tracy Unified School District**

**BACKGROUND:** Each year, the District is required to submit to the State Department of Education a Consolidated Application for Funding of Categorical Aid Programs. These programs include both Federal and State-funded programs. Federally-funded programs include Title I (Economically Disadvantaged Students), Title II (Professional Development) and Title III (English Language Learners). The Spring 2018 Consolidated Application indicates the District's desire to participate in these programs, abide by their guidelines, and establish site eligibility for Title I participation. Individual School Site Plans containing specific goals, programs, and budgets are submitted to the School Board for approval.

**RATIONALE:** State law requires local Governing Board approval. This agenda item supports District Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or careers; 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:** There is no cost to the District.

**RECOMMENDATION:** Approve the Spring 2018 Consolidated Application for the Tracy Unified School District.

**Prepared by:** Julianna Stocking, Director of Alternative Programs

**2018-19 Application for Funding**

**CDE Program Contact:**

Education Data Office, [ConApp@cde.ca.gov](mailto:ConApp@cde.ca.gov), 916-319-0297

**Local Governing Board Approval**

The LEA is required to review and receive approval of their Application for Funding selections with their local governing board.

Date of approval by local governing board	06/12/2018
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**District English Learner Advisory Committee (DELAC) Review**

Per Title 5 of the California Code of Regulations Section 11308, if your district has more than 50 English learners the district must establish a District English Learner Advisory Committee (DELAC) and involve them in the application for funding for programs that serve English learners.

DELAC representative's full name	Maria Espinoza
DELAC review date	05/07/2018
Meeting minutes web address Please enter the Web address of DELAC review meeting minutes (format http://SomeWebsiteName.xxx). If a Web address is not available, the LEA must keep the minutes on file which indicates that the application is approved by the committee.	
DELAC comment If an advisory committee refused to review the application, or if DELAC review is not applicable, enter a comment. (Maximum 500 characters)	

**Application for Categorical Programs**

To receive specific categorical funds for a school year the LEA must apply for the fund by selecting Yes. Only the categorical funds the LEA is eligible to receive are displayed.

<b>Title I, Part A (Basic Grant)</b> ESSA Sec. 1111et seq. SACS 3010	Yes
<b>Title II, Part A (Supporting Effective Instruction)</b> ESEA Sec. 2104 SACS 4035	Yes
<b>Title III English Learner</b> ESEA Sec. 3102 SACS 4203	Yes
<b>Title III Immigrant</b> ESEA Sec. 3102 SACS 4201	No
<b>Title IV, Part A (Student Support)</b>	Yes

**\*\*\*Warning\*\*\***

The data in this report may be protected by the Family Educational Rights and Privacy Act (FERPA) and other applicable data privacy laws. Unauthorized access or sharing of this data may constitute a violation of both state and federal law.

2018-19 Application for Funding

CDE Program Contact:

Education Data Office, [ConApp@cde.ca.gov](mailto:ConApp@cde.ca.gov), 916-319-0297

ESSA Sec. 1112(b) SACS 4127	
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\*\*\*Warning\*\*\*

The data in this report may be protected by the Family Educational Rights and Privacy Act (FERPA) and other applicable data privacy laws. Unauthorized access or sharing of this data may constitute a violation of both state and federal law.



# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Brian R. Stephens, Superintendent  
**FROM:** Dr. Sheila Harrison, Associate Superintendent of Educational Services  
**DATE:** May 22, 2018  
**SUBJECT:** **Approve Agreement for Special Contract Services with Give Every Child A Chance to Provide Afterschool Tutoring at Wanda Hirsch Elementary School for the 2018-2019 School Year**

**BACKGROUND:** As part of the Hirsch school plan evaluation, this year, staff and School Site Council determined that there is a critical need for helping at-risk students by providing additional after school tutoring. Site Goal #1 states that all students will meet grade level standards with a focus on closing the achievement gap. Additional options for after school tutoring have been explored. Give Every Child a Chance (GECAC) is a non-profit organization, which has applied for and received donations and grants, which fund the program. This past school year, GECAC provided tutoring services after school to Hirsch students. The tutors are middle and high school students, with parent permission. The students receiving tutoring are students identified by their teacher as those in danger of failing. The curriculum used will be provided by each student's classroom teacher. A communication log will be used between the tutor and teacher to ensure the student is progressing. 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.

**RATIONALE:** The staff at Hirsch Elementary believes that Give Every Child a Chance does help struggling students. This one-on-one tutoring program is not only welcomed, but is greatly appreciated. By giving at-risk students additional intervention, they feel more confident, and perform better in the classroom. Most Hirsch teachers are not able to provide after school tutoring.

**FUNDING:** There is no cost to the District. Funding is provided through Give Every Child a Chance, a non-profit organization.

**RECOMMENDATION:** Approve Agreement for Special Contract Services with Give Every Child A Chance to Provide Afterschool Tutoring at Wanda Hirsch Elementary School for the 2018-2019 School Year.

**Prepared by:** Cindy Sasser, Principal, Wanda Hirsch Elementary School

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and Give Every Child A Chance, 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 after school tutoring 4 days per week.

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

- 2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 4 days/week ( ) | HOURS | / | DAYS, under the terms of this agreement at the following location HES Library, room 17.

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

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

- 4. The terms of the agreement shall commence on August 6, 2018, and shall terminate on May 24, 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, Cindy Sasser at (249) 830-3312 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:

Debbie Van Oest P.D.  
Contractor Signature Title

68-0399384  
IRS Identification Number

Program Director  
Title

322 Sunwest Place  
Address

Manteca, CA 95337

\_\_\_\_\_  
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 18, 2018  
**SUBJECT:** **Approve Agreement for Special Contract Services with Give Every Child A Chance to Provide After School Tutoring to Students at Jacobson Elementary and Poet-Christian Schools for the 2018-2019 School Year**

**BACKGROUND:** Give Every Child a Chance (GECAC) is a non-profit organization, which has applied for and received donations and grants to fund the program. In the past eight years, GECAC has provided tutoring services, after school, to Jacobson students. The tutors are students from middle school and high school who have received parental consent to tutor through GECAC. Students receiving tutoring are students identified by their teacher as those in danger of failing. Each student's classroom teacher will provide the curriculum used. To ensure a student is progressing, the tutor and teacher will utilize a communication log.

**RATIONALE:** The staff at Jacobson Elementary and Poet-Christian schools believe that Give Every Child a Chance benefits struggling students. This one-on-one tutoring program is not only welcomed, but also greatly appreciated. By giving at-risk students additional intervention, they feel more confident and perform better in the classroom. Jacobson is a school-wide Title I school. 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 career goals; and District Strategic Goal #3: Apply fiscal, operational and community resources to ensure a safe learning environment that supports staff and student goals.

**FUNDING:** There is no cost to the District. Funding is provided through Give Every Child a Chance, a non-profit organization.

**RECOMMENDATION:** Approve Agreement for Special Contract Services with Give Every Child A Chance to Provide After School Tutoring to Students at Jacobson Elementary and Poet-Christian Schools for the 2018-2019 School Year.

**Prepared by:** Tania Salinas, Principal, Jacobson Elementary School

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

**AGREEMENT FOR SPECIAL CONTRACT SERVICES**

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and Give Every Child A Chance \_\_\_\_\_, 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 tutoring 4 days a week a Jacobson Elementary and Poet Christian School.  
\_\_\_\_\_  
\_\_\_\_\_

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

2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 4 days a week ( ) |  HOURS |  DAYS, under the terms of this agreement at the following location room 3 at JES and Poet.
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
  - a. District shall pay \$<sup>0</sup> \_\_\_\_\_ per |  HOUR |  DAY |  FLAT RATE, not to exceed a total of \$<sup>0</sup> \_\_\_\_\_. 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 \$<sup>0</sup> \_\_\_\_\_ 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 8/6/18, and shall terminate on 5/24/19.
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, Tania Salinas, at (2A) 8303315 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:**

Debbie Van Der Pol P.D.  
 Contractor Signature Title

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

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

\_\_\_\_\_  
Date

Program Director  
 Title

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

322 Suncrest Place  
 Address

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

Manteca CA 95337

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

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



# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Brian Stephens, Superintendent  
**FROM:** Dr. Sheila Harrison Associate Superintendent of Educational Services  
**DATE:** May 22, 2018  
**SUBJECT:** **Approve Agreement with Hobsons Education Advances to Provide the Naviance Platform to West High School for the 2018 – 2019 School Year**

**BACKGROUND:** Hobsons Education Advances will provide tools, automation, and streamlined processes that will help West High engage students and their families by enhancing communication through the student and parent portal powered by Naviance. This will strengthen our relationship with the West High community. This self-paced web enabled college and career readiness curriculum will increase access for all students and enhance their overall academic experience.

**RATIONALE:** The Naviance Platform will completely automate the West High college application process, saving counselors time, saving the site money; both of which can then be reinvested in student interaction. It will also provide statistical intelligence reporting that will help counselors and students make better academic decisions aligned with student goals. Naviance's comprehensive college and career planning solutions will enhance school counselor productivity and track results for school and District administrators. This 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.

**FUNDING:** The total cost for the Naviance Platform will not exceed \$17,595. West High will use site funds to pay for this product.

**RECOMMENDATION:** Approve Agreement with Hobsons Education Advances to Provide the Naviance Platform to West High School for the 2018-2019 School Year.

**Prepared by:** Dr. Zachary Boswell, Principal, West High School



# Sales Order Form

50 E. Business Way  
 Suite 300  
 Cincinnati, OH 45241  
[www.hobsons.com](http://www.hobsons.com)

**Sold To:** Merrill F. West High  
**Name:** Zachary Boswell  
**Address:** 1775 W Lowell Ave, Tracy, CA 95376-2200  
**Email:** zboswell@tusd.net  
**Phone:** (209) 830-3370 x3010  
**Naviance ID:** 11668uspu

**Order Date:** April 18, 2018  
**Valid Until:** 7/1/2018  
**Quote Number:** Q240028  
**Contract Start Date:** 7/1/2018  
**Contract End Date:** 6/30/2019  
**Contract Term (In Months):** 12  
**Currency:** USD

**Hobsons Contact:**  
**Name:** Dana Nugent  
**Email:** dana.nugent@hobsons.com  
**Phone:** (703) 678-4394

**Purchase Order:**  
**Payment Term:** Net 30

Merrill F. West High					
Product or Service	Quantity	Unit	Start Date	Term (In Months)	Sub-Total
AchieveWorks	2,150	Enrollment	7/1/2018	12	2,257.50
Family Connection Engagement Package	1		7/1/2018	1	208.00
Implementation Guide	1		7/1/2018	1	209.00
Project Consulting Hours	20	Hours	7/1/2018	12	4,500.00
Teacher Engagement Package	1		7/1/2018	1	208.00
Naviance for High School - District Edition	2,150	Enrollment	7/1/2018	12	7,847.50
Naviance Course Planner for District	2,150	Enrollment	7/1/2018	12	2,365.00

**Total Price:** 17,595.00

<b>Notes: (if applicable)</b>	Professional Services must be utilized within twelve (12) months from date of purchase. If the term is longer than twelve (12) months and Professional Services are purchased for additional term years, Professional Services must be used within the term defined.
<b>Comments:</b>	All figures quoted are exclusive of sales tax.

Please complete or update the following information:

Account Contacts	Name	Email Address														
Primary	Zachary Boswell	zboswell@tusd.net														
Billing	Zachary Boswell	zboswell@tusd.net														
<b>Payment Method:</b>	<table> <tr> <td>Purchase Order #</td> <td><i>Paying by credit or debit card?</i></td> </tr> <tr> <td>Check</td> <td>Credit Card #</td> </tr> <tr> <td>Wire Transfer #</td> <td>Card Holder Name:</td> </tr> <tr> <td></td> <td>Expiration Date (MM/YY):</td> </tr> <tr> <td></td> <td>Billing Zip Code:</td> </tr> <tr> <td></td> <td>Security Code:</td> </tr> <tr> <td></td> <td>Country:</td> </tr> </table>		Purchase Order #	<i>Paying by credit or debit card?</i>	Check	Credit Card #	Wire Transfer #	Card Holder Name:		Expiration Date (MM/YY):		Billing Zip Code:		Security Code:		Country:
Purchase Order #	<i>Paying by credit or debit card?</i>															
Check	Credit Card #															
Wire Transfer #	Card Holder Name:															
	Expiration Date (MM/YY):															
	Billing Zip Code:															
	Security Code:															
	Country:															
<b>CEEB Code:</b>																

Unless separate invoice and payment terms are specified, Hobsons will issue invoices once per year, with the first taking place upon execution of the order form and then annually thereafter throughout the term of the contract.

The services are delivered in accordance with applicable terms that can be found at <https://succeed.naviance.com/auth/signin?tos=1#/tos>. By signing below, you agree to be bound by such terms and that such terms are made a part of this contract.

Please complete the contact and payment information as indicated, then sign below to indicate your acceptance. By signing this contract, you are stating that you are authorized by your institution to make this purchase. If a Purchase Order is required for payment to be issued, please indicate below. If you have selected professional services, travel expenses for on-site professional services will be billed separately following your session(s).

\_\_\_\_\_ Yes, a Purchase Order is required. It will be sent to Hobsons by \_\_\_\_\_.

Upon execution by Authorized Signatory, Client hereby agrees to the Terms of Service which will become effective together with this Order Form as of the Signature Date below.

Signature

Printed Name and Position

Signature Date

**Purchase Order & Order Forms:**  
 Naviance, Inc.  
 50 E. Business Way, Suite 300  
 Cincinnati, OH 45241

**Remit To:**  
 Naviance, Inc.  
 P.O. Box 504571  
 St. Louis, MO 63150-4571

**IF YOU CHOOSE TO FAX, THEN PLEASE CLICK ON THE 'SIGN ON PAPER' BUTTON FOLLOWED BY 'PRINT AND FAX' BUTTON AND FAX YOUR SIGNED ORDER FORM TO THE NUMBER PROVIDED ON THE COVERPAGE OF THE DOWNLOADED DOCUMENT**

# Tracy Unified School District - Naviance Pricing

Merrill F. West High School

## Software Solutions:

Product	Quantity	Unit	Term (months)	Year 1
Naviance for High School	2,150	enrollment	12	\$7,847.50
Achieve Works	2,150	enrollment	12	\$2,257.50
Course Planner	2,150	enrollment	12	\$2,365.00
<b>Total Software Cost:</b>				<b>\$12,470.00</b>

## Professional Services:

Product	Quantity	Unit	Term (months)	Year 1
Project Consulting Hours***	1	20 hours	12	\$4,500.00
Family Connection Engagement Package***	1	package	1	\$208.00
Teacher Engagement Package***	1	package	1	\$209.00
Implementation Guide***	1	package	1	\$208.00
<b>***Denotes 1-time startup cost</b>				<b>\$17,595.00</b>



# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Brain R. Stephens, Superintendent  
**FROM:** Dr. Sheila Harrison, Associate Superintendent of Educational Services  
**DATE:** May 22, 2018  
**SUBJECT:** Approve all Out of State, Overnight, and Out of District Travel for Tracy High AG/FFA Teachers and Students for the 2018-2019 School Year

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

**RATIONALE:** Learning for teachers and students goes beyond the classroom, and these types of activities motivate teachers and students to stay active in the learning process. They will be planning and making decisions for the coming school year. These activities align with Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or career goals. 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 Strategic Goal #3: Apply fiscal, operational and community resources to ensure a safe learning environment that supports staff and student goals.

**FUNDING:** Funding for the activities are District funds, Carl Perkins/VEA, Agriculture Incentive Grant, FFA Student Body Account, FFA Foundation. Fundraisers will be available to pay for those students who are unable to fund their own trip. District agriculture vehicles and District vehicles provide transportation, as well as District approved drivers.

**RECOMMENDATION:** Approve all Out of State, Overnight, and Out of District Travel for Tracy AG/ FFA Teachers and Students for the 2018-2019 School Year.

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

Tracy High School  
Agriculture Department/FFA Travel Schedule  
2018-2019

<u>Date</u>	<u>Function</u>	<u>Funding</u>
7/5-6/18 (Thur-Fri)	FFA Officer Retreat Aptos, California (Out of District, teachers & students)	FFA & FFA Foundation Students
7/12-16/18 (Thur-Mon)	California State Fair Sacramento, California (Out of District, teachers and students)	FFA FFA Foundation Students
8/23/18 (Thur)	Delta Cal Meeting (Fall) Manteca H.S. Manteca, CA (Out of District, teachers and students)	FFA ROP/CTE Ag Incentive
8/25/18 (Sat)	FFA Student Leadership Conference Galt, CA (Out of District, teachers and students)	FFA FFA Foundation ROP/CTE
9/26/18 (Wed)	Opening and Closing Speech Contest San Joaquin Cty. Fair Stockton, CA (Out of District, Teachers and Students)	FFA ROP/CTE Ag Incentive Grant
9/15/18 (Sat)	Central Region COLC Modesto, CA (Out of District, Teachers and students)	FFA AG District Funds Ag Incentive Grant
10/4/18 (Thur)	FFA Delta Cal Greenhand Conference Lodi, CA (Out of District, Teachers and students)	FFA Ag District Funds Ag Incentive Grant
10/2/18 thru May 2019	Project Visits – observe student’s work Various student homes (Teachers and students)	FFA FFA Foundation
10/10/18 (Wed)	Gregori Opening and Closing Contest Modesto , Ca (Out of District, teachers and students)	FFA Ag Incentive

<u>Date</u>	<u>Function</u>	<u>Funding</u>
10/18/18 (Thur)	Pumpkin Patch for Pre-Schoolers Ag Farm, Tracy High (Teachers and students)	FFA
10/17/18 (Wed)	AG-Venture Manteca, CA (Out of District, teachers and students)	FFA Ag District Funds
10/11-14/18 (Wed-Sat)	Grand Nationals San Francisco, CA (Out of District/overnight, teachers, students and parents)	FFA ROP/CTE
11/7/18 (Wed)	CATA Administrators Night Tracy, CA (Teachers and Admin.)	FFA Foundation Ag Incentive Grant
11/16-17/18 (Fri – Sat)	CATA Regional Meeting & Road Show Tuolumne, CA (Out of District/overnight, teachers)	Ag Incentive ROP/CTE
12/8/18 (Sat)	Tracy Lions Club Crab Feed Tracy, CA (Teachers and Students)	N/C
12/11/18 (Tue)	Metal Purchase/Pickup Modesto, CA (Out of District, teacher)	ROP
1/23/19 (Wed)	FFA Sectional Public Speaking & Job Interview Contest Elk Grove, CA (Out of District, teachers and students)	FFA District
1/24/19 (Thur)	FFA State Degree Scoring Modesto, CA (Out of District, teachers and students)	FFA Ag District Funds

<u>Date</u>	<u>Function</u>	<u>Funding</u>
1/23/19 (Wed)	Delta-Cal Record Books Ripon, CA (Out of District, teachers)	FFA Ag District
1/17/19 (Thur)	UTI Field Trip – FFA/Ag Sacramento, CA (Out of District, teachers and students)	Ag District Funds ROP/CTE
1/11-12/19 (Fri-Sat)	Made for Excellence Leadership Seminar Modesto, Ca (Out of District, overnight, teachers and students)	FFA Ag Incentive Grant ROP/CTE
1/8/19 Thru 4/25/19	Ag Proficiency Classes (Various days) MJC or Delta College (Out of District, teachers and students)	FFA Ag Incentive
1/19/19 (Sat)	Reedley Mid-Winter Field Day Reedley, CA (Out of District, teachers and students)	FFA Students
2/2/19 (Sat)	FFA Crab Feed Tracy Community Center (Teachers, students and parents)	FFA Foundation FFA
2/5/19 (Tue)	Animal Buying for Fair Location – TBA (Out of District, teachers)	Students FFA
2/13/19 (Wed)	WORLD Ag Expo Tulare, CA (Out of District, teachers and students)	FFA ROP/Ag Incentive
2/2/19 (Sat)	Tracy Lions Cioppino Feed Tracy Portuguese Hall (Teachers, students and parents)	N/C
2/6/19 (Wed)	FFA Speech Contest/Regional Semi-Finals Linden, Ca (Out of District, teachers and students)	FFA ROP/CTE

<u>Date</u>	<u>Function</u>	<u>Funding</u>
2/11/19 (Mon)	FFA Central Region Prof. Review Ripon, CA (Out of District, teachers and students)	FFA AG District Funds
2/2/19 (Sat)	Arbuckle Field Day Arbuckle, CA (Out of District, overnight, teachers and students)	FFA Students
2/23/19 (Sat)	FFA/CATA Central Region Meeting Consumnes River, CA (Out of District, teachers and students)	Ag District Funds
2/13/19 (Wed)	Feeder School Presentations Various Middles Schools Tracy, CA (Teachers and Students)	FFA Ag District Funds
2/19-22/19 (Tue-Fri)	FFA Leadership Exp. Conf Sacramento, CA (Out of District, overnight, teachers and students)	FFA Ag District Funds
2/26-27/19 (Tue-Wed)	State FFA Proficiency Scoring Galt, CA (Out of District, teachers and students)	FFA ROP/CTE
3/1-2/19 (Fri-Sat)	UC Davis Field Day Davis, CA (Out of District, overnight teachers and students)	FFA Students
3/7/19 (Thur)	FFA Sectional Parli-Pro Contest & Co-op Ripon, CA (Out of District, teachers and students)	FFA ROP/CTE
3/14/19 (Thur)	Field Trip UCDAVIS, Davis, CA (Out of District, teachers and students)	ROP/CTE Ag District Funds
3/12/19 (Tue)	FFA State Degree Ceremony Delta College Stockton, CA (Out of District, teachers and students)	FFA Students

<u>Date</u>	<u>Function</u>	<u>Funding</u>
3/9/19 (Sat)	Chico State Field Day Chico, CA (Out of District, overnighiter, teachers, and students)	FFA Students
3/16/19 (Sat)	Merced Field Day Merced, CA (Out of District, teachers and students)	FFA Students
3/16/19 (Sat)	Great Western judging contest Tulare, CA (Out of District, teachers and students)	FFA Students
3/15/19 (Fri)	Central Reg. FFA Speech Finals MJC Modesto, CA (Out of District, teachers and students)	FFA ROP/CTE
3/23/19 (Sat)	Modesto JC Field Day Modesto, CA (Out of District, teachers and students)	FFA Students
3/22/19 (Fri)	Regional Parli-Pro Contest MJC Modesto, CA (Out of District, teachers and students)	FFA ROP/CTE
3/21/19 (Thur)	AG Day 2018 Sacramento, CA (Out of District, teachers and students)	FFA ROP/CTE
4/5/19 (Fri)	UC Davis Veterinary Medicine Ed. Day Davis, CA (Out of District, teachers and students)	FFA ROP
4/6/19 (Sat)	Plymouth Steer Show Plymouth, CA (Out of District, teachers and students)	FFA
4/6/19 (Sat)	Reedley Field Day Reedley, CA (Out of District, teachers, and students)	FFA

<u>Date</u>	<u>Function</u>	<u>Funding</u>
4/6/19 (Sat)	Consumnes River College Field Day Consumnes River, CA (Out of District, teachers and students)	FFA
4/10/19 (Wed)	Cuesta "AG Fair" Mountain House, CA (Out of District, teachers and students)	FFA Students
4/11-13/19 (Thur-Sat)	Fresno Field Day Fresno, CA (Out of District, overnight teachers and students)	FFA
4/24-30/19 (Wed-Tue)	FFA State Leadership Conference Anaheim CA (Out of District, overnight, teachers and students)	FFA Students ROP/CTE FFA Foundation
5/2/19 (Thur)	FFA End of Year Banquet Tracy, CA (Students, teachers and parents)	FFA FFA Foundation
5/3-5/19 (Fri – Sun)	FFA State Finals San Luis Obispo, CA (Out of District, overnight, teachers & students)	FFA Students FFA Foundation
5/8/19 (Wed)	Delta-Cal Sectional Meeting/FFA Officer Election Delta College Stockton, CA (Out of District, teachers and students)	FFA
5/21/19 (Tue)	FFA/American Farmer Contest/Regional Galt, CA (Out of District, teachers and students)	FFA Ag District Funds
5/30/19 (Thur)	FFA Point Awards Trip Great America or Marine World (Out of District, teachers and students)	FFA FFA Foundation
6/20-21/19 (Thur-Fri)	FFA Officer Leadership Retreat Location -TBD	FFA FFA Foundation

(Out of District, overnight, teachers and students)

<u>Date</u>	<u>Function</u>	<u>Funding</u>
6/8-16/19 (Sat-Sun)	AG Fest/S.J. County Fair Stockton, CA (Out of District, teachers and students)	FFA FFA Foundation
6/23-27/19 (Sun-Thurs)	Calif. Ag. Teachers State Conference San Luis Obispo, CA (Out of District, overnight, teachers only)	Ag District Funds ROP/CTE

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

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



# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Brain R. Stephens, Superintendent  
**FROM:** Dr. Sheila Harrison, Associate Superintendent of Educational Services  
**DATE:** May 22, 2018  
**SUBJECT:** **Approve Out of State Travel for Tracy High School Science Teacher, Erin McKay, to attend a Gene Editing and Human Flourishing Workshop at the Hastings Center in Garrison, NY on August 2-3, 2018**

**BACKGROUND:** Erin McKay was accepted as one of twenty teachers from North America to attend the workshop on Gene Editing and Human Flourishing. She will be joining a group of creative high school science teachers, committed to enhancing their ability to bring innovative bioethical issues to their students in effective and compelling ways.

**RATIONALE:** This workshop allows Ms. McKay to update and expand her bioethics curriculum for all three of her teaching preps, Biotechnology CTE, IB Biology and Enhanced Biology for the Ag/Sc Academy. Biotechnology and IB Biology explicitly incorporate bioethics into their standards. High school biology's NGSS standards, cross cutting standards and genetics component also allow rich opportunities for bioethics lessons. 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 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:** There is no cost to the District. Participation in the workshop was made possible by a generous grant from The John Templeton Foundation. In addition, The Hastings Center will pay for airfare, hotel and food costs.

**RECOMMENDATION:** Approve Out of State Travel for Tracy High School Science Teacher, Erin McKay, to attend a Gene Editing and Human Flourishing Workshop at the Hastings Center in Garrison, NY on August 2-3, 2018.

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



# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Brian R. Stephens, Superintendent  
**FROM:** Dr. Sheila Harrison, Associate Superintendent Educational Services  
**DATE:** May 22, 2018  
**SUBJECT:** **Approve Overnight Travel for the 2018-2019 West High School Yearbook Staff to Attend Yearbook Camp at University of the Pacific in Stockton, CA on July 17-20, 2018**

**BACKGROUND:** Each year, a new group of students take over as staff of the yearbook, responsible to produce a memorable yearbook for the entire student body at West High School. This yearbook camp incorporates 4 days of planning, training and bonding for students. The yearbook staff's attendance is critical to the development of the book and gives students an understanding of how crucial their participation is and how seriously they must commit to producing this yearbook. Students will completely design the yearbook to start the new school year. Yearbook Advisor, Mrs. McCoy will drive four students in a District van to University of the Pacific. Mrs. McCoy and the students will stay in dorm rooms while at the camp. During the camp, students will not be allowed to leave campus at any time. Mrs. McCoy will chaperone the students during their stay at the University of Pacific.

**RATIONALE:** This camp is an extremely important bonding experience for the yearbook staff. It creates ownership and buy-in for a product that costs thousands of dollars to produce and requires a great deal of dedication and responsibility. The training at camp is unique and provided by professional yearbook advisors from the Herff-Jones Company. The camp is smaller than most other camps and provides more quality individual time to train each student. This Agenda request meets District Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and /or careers.

**FUNDING:** The total estimated cost for transportation, registration and lodging is \$300 per person. The ASB yearbook account will pay the expenditures for the cost to attend the camp.

**RECOMMENDATION:** Approve Overnight Travel for the 2018-2019 West High School Yearbook Staff to Attend Yearbook Camp at University of the Pacific in Stockton, CA on July 17-20, 2018.

**Prepared by:** Dr. Zachary Boswell, Principal, West High School



# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Brian R. Stephens, Superintendent  
**FROM:** Dr. Sheila Harrison, Associate Superintendent of Educational Services  
**DATE:** May 14, 2018  
**SUBJECT:** **Approve Agreement for Special Contract Services with Valley Community Counseling for Licensed Marriage and Family Therapist Services for the 2018-2019 School Year**

**BACKGROUND:** Under the provisions of AB114, school districts must now provide any mental health services necessary for students with disabilities to receive Free Appropriate Public Education (FAPE) or benefit from the Special Education program. Valley Community Counseling will provide licensed marriage and family therapists to provide individual and group counseling, primarily at the high schools. Valley Community Counseling will also provide mental health services to parents as indicated through the IEP process and as necessary for Special Education students to receive a Free and Appropriate Public Education (FAPE) as required by AB114. Approval for this service agreement is necessary to remain compliant with the services as outlined in students' IEPs.

**RATIONALE:** School districts are now required to provide mental health support to children with IEPs. Tracy Unified School District (TUSD) is utilizing outside sources to provide training to current psychologists as well as consultation for higher levels of need that Tracy Unified School District (TUSD) must service under the new AB 114 regulations. This agenda request supports 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:** Expenses for this contract are billed at \$70.00 per hour. The District is expecting a need of 56 hours per week. Total contract expenses will not exceed \$188,160.00 from July 1, 2018 through June 30, 2019. Funding for Mental Health expenses are budgeted in account 01-6512-0-5750-1110-4300-810-2542.

**RECOMMENDATION:** Approve Agreement for Special Contract Services with Valley Community Counseling for Licensed Marriage and Family Therapist Services for the 2018-2019 School Year.

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

# 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: Provisions of licensed marriage family therapist(s) to provide mental health services to individual students, groups of students and/or parent trainings/therapist as determined by the IEP; consultation to school psychologists and students regarding mental health needs of students; attendance at IEP meetings; development of mental health related IEP goals and objectives; mental health specific assessments as needed.

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 56  HOURS  DAYS, under the terms of this agreement at the following location any and all TUSD school sites, service provider location, or student's home
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
  - a. District shall pay \$ 70.00 per  HOUR  DAY  FLAT RATE, not to exceed a total of \$188,160.00 Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
  - b. District  SHALL  SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ -0- for the term of this agreement.
  - c. District shall make payment on a  MONTHLY PROGRESS BASIS  SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.
4. The terms of the agreement shall commence on July 1, 2018, and shall terminate on June 30, 2019.
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, Tammy Jalique, at (209) 830-3270 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.
8. Contractor enters into this Agreement as an independent contractor and not as an employee of the District. The Contractor shall have no power or authority by this Agreement to bind the District in any respect except as provided herein. Nothing in this Agreement shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Contractor are employees, agents, contractors or subcontractors of the Contractor and not of the District. The District shall not be obligated in any way to pay any wage claims or other claims made against Contractor by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this Agreement.
  - a. CONTRACTOR shall be required to provide comprehensive general liability insurance coverage in the amount of one million dollars (\$1,000,000.00) combined single limit per occurrence; two million dollars (\$2,000,000.00) general aggregate. A separate additional insured endorsement shall be provided to include the DISTRICT and its officers, officials, employees, agents and volunteers as additional insured in the policy. It is agreed that insurance coverage provided by CONTRACTOR herein is endorsed as primary and noncontributory to any similar insurance or self-insurance carried by DISTRICT. The DISTRICT reserves the right to adjust its insurance requirements as needed.
  - b. Contractor [] WILL | [] WILL NOT have significant contact with students. If applicable, proof of professional liability insurance, to include one million dollars (\$1,000,000.00) per occurrence for Sexual Abuse/Molestation is also required. If applicable, CONTRACTOR will comply with the provisions of Education Code 45125 regarding the submission of fingerprints to the California Department of Justice and the completion of criminal background investigations of the CONTRACTOR and/or its employees.

Contractor agrees to hold harmless and to indemnify District for:

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

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

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

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

AGREED:

Contractor Signature

Title

Tracy Unified School District

IRS Identification Number

Date

Title

Account Number to be Charged

Address

Department/Site Approval

Budget Approval

Date Approved by the Board



# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Brian R. Stephens, Superintendent  
**FROM:** Dr. Sheila Harrison, Associate Superintendent of Educational Services  
**DATE:** May 16, 2018  
**SUBJECT:** **Approve Agreement for Special Contract Services with Valley Community Counseling Services to Provide Counseling to Students at South/West Park School for the 2018-2019 School Year**

**BACKGROUND:** As part of the South/West Park Elementary School Plan Evaluation this year, the school administration determined that there is a critical need for counseling services at South/West Park School. The School Site Council approved a total of \$20,400 of Targeted funds to be used to provide counseling at South/West Park School during the 2018-2019 school year.

**RATIONALE:** South/West Park staff are requesting the counseling services of Valley Community Counseling Services. The counselors will provide up to 408 hours of counseling services. They will work with children struggling with such issues as divorced parents, social adjustment, loneliness, and drug dependent families. In order for students to benefit from school, they need help and support in dealing with these issues. Valley Community Counseling Services is able to provide these services in both Spanish and English. 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 career goals; and District Strategic Goal #2: Hire, support, develop, train, and sustain District employees who create a singleness of purpose focused on maximizing student's academic, social and emotional potential.

**FUNDING:** The total cost of this program will not exceed \$20,400. Site Targeted funds will pay the expenditures for the cost of these services.

**RECOMMENDATION:** Approve Agreement for Special Contract Services with Valley Community Counseling Services to Provide Counseling to Students at South/West Park School for the 2018-2019 School Year.

**Prepared by:** Ramona Soto, Principal, South/West Park School

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and 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 South West Park Elementary School: 408 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.

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

- 2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 408 ( ) [x] HOURS [ ] DAYS, under the terms of this agreement at the following location South West Park Elementary, Tracy.

- 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 [x] HOUR [ ] DAY [ ] FLAT RATE, not to exceed a total of \$20,400. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
b. District [ ] SHALL [x] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$-0- for the term of this agreement.
c. District shall make payment on a [x] MONTHLY PROGRESS BASIS [ ] SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.

- 4. The terms of the agreement shall commence on July 1, 2018, and shall terminate on June 30, 2019.

- 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, Ramona Soto, at (209) 830-3335 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:

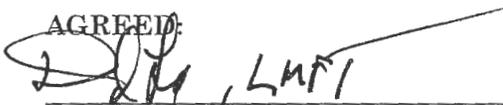
Any injury to person or property sustained by Contractor or by any person, firm or corporation employed directly or indirectly by the Contractor or by any of the individuals participating in or associated with him or her, however caused; and any injury to person or property sustained by any person, firm 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  
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 16, 2018  
**SUBJECT:** **Approve Agreement for Special Contract Services with AccuTrain Corporation to Provide Professional Development on Responsibility Centered Discipline to Administrators, Teachers and Classified Staff at South/West Park School for the 2018-2019 School Year**

**BACKGROUND:** Discipline data including suspensions and expulsions have become a topic of discussion in education. As a District, there has been a renewed focus on instructional practices and ensuring all students have access to the curriculum. When students are suspended, they are missing opportunities to learn, students and educators need to be provided with a Roadmap to Responsibility. As part of the South/West Park Elementary School Plan Evaluation this year, the school administration determined that there is a critical need to train educators how to help students take responsibility for their behavior by closing different “exits” or escape routes students might take instead of taking responsibility for their actions. The School Site Council approved a total of \$17,350 of Title I funds to be used to provide training at South/West Park School during the 2018-2019 school year.

**RATIONALE:** Larry Thompson, Angela Thompson and Erick Clark of AccuTrain will provide professional development on Responsibility Centered Discipline to administrators, teachers and classified staff to develop a plan for roll out in the 2018-2019 school year. Instruction will take place before school begins, during the fall and again in the spring. 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 career goals and District Strategic Goal #2: Hire, support, develop, train, and sustain District employees who create a singleness of purpose focused on maximizing student’s academic, social and emotional potential.

**FUNDING:** The total cost of this program is \$17,350. Site Title 1 funds will pay the expenditures for the cost of these services.

**RECOMMENDATION:** Approve Agreement for Special Contract Services with AccuTrain Corporation to Provide Professional Development on Responsibility Centered Discipline to Administrators, Teachers and Classified Staff at South/West Park School for the 2018-2019 School Year.

**Prepared by:** Ramona Soto, Principal, South/West Park School

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

**AGREEMENT FOR SPECIAL CONTRACT SERVICES**

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and AccuTrain Corporation \_\_\_\_\_, 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 Professional Development on Responsibility Centered Discipline to Administrators, Teachers and Classified Staff at South/West Park School for the 2018-2019 School Year

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

2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 5 ( ) [ ] HOURS [x] DAYS, under the terms of this agreement at the following location 500 W. Mt Diablo, Tracy.

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

- a. District shall pay \$17,350 per [ ] HOUR [ ] DAY [x] FLAT RATE, not to exceed a total of \$17,350. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
- b. District [ ] SHALL [x] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ -0- for the term of this agreement.
- c. District shall make payment on a [x] MONTHLY PROGRESS BASIS [ ] SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.

4. The terms of the agreement shall commence on September 21, 2018, and shall terminate on March 11, 2019.

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, Ramona Soto, at (209) 830-3335 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:

Vincent P. D. 5/15/18  
Contractor Signature Title PRESIDENT

IRS Identification Number

PRESIDENT  
Title

208 ASH AVENUE SUITE 103  
Address  
VA BEACH VA 23452

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 16, 2017  
**SUBJECT:** **Approve Agreement for Special Contract Services with the Boys & Girls Clubs of Tracy to provide After School Services (iREAD! - Additional Time for EL's and SES students) and Structured Activities during Lunch Recess at South/West Park School during the 2018-2019 School Year**

**BACKGROUND:** The Boys & Girls Club of Tracy has been providing after school services in the community at school sites for over 20 years. For the last 10 years, the Boys & Girls Club has been operating an afterschool program at South/West Park. Due to the success of the program, South/West Park Staff wishes to continue the association with the Boys & Girls Club as they can provide after school services the regular school program cannot. They also provide the computer lab time for 1<sup>st</sup>-2<sup>nd</sup> grade students to receive additional time in iREAD! This provides English Learners additional time in the iREAD! program to support their reading skills. Additional resources are being included for students' social emotional needs through the Boys & Girls Club next school year. They will be sponsoring structured activities where students will play games during lunch recess with Boys & Girls staff to model proper ways of playing with others and making friends through activities. Additionally, this will help build positive relationships with Boys & Girls Club staff during the school day; which will transfer to after school programs. We have seen an increase in inappropriate behavior during lunch recess and students not knowing how to properly make friends and play. These structured activities will support necessary behavioral skills; which lead to decreased referrals during that recess.

**RATIONALE:** Students and parents have requested after school activities be provided on school campus for the 2018-2019 school year. Students are exposed to peer and social issues including bullying. The Boys & Girls Club at South/West Park offers a safe place for students to attend that provides a wealth of after school activities that are positive, team building and community oriented. A safe environment must be provided where students can learn, so they can discover and develop their full potential. Budget cuts have adversely affected after school activities. 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 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:** Not to exceed \$37,280. Site Title I and Targeted funds will pay the expenditures of this contract.

**RECOMMENDATION:** Approve Agreement for Special Contract Services with the Boys & Girls Clubs of Tracy to provide After School Services (iREAD! - Additional Time for EL's and SES students) and Structured Activities during Lunch Recess at South/West Park School during the 2018-2019 School Year.

**Prepared by:** Ramona Soto, Principal, South/West Park Elementary School

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and Boys & Girls Clubs, 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 after school services - iREAD! (additional time for EL's and SES students) and structured activities during lunch recess at South/West Park during the 2018-2019 school year

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

- 2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 180 ( ) [ ] HOURS [x ] DAYS, under the terms of this agreement at the following location 500 W. Mt. Diablo, Tracy.

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

- a. District shall pay \$37,280 per [ ] HOUR [ ] DAY [x ] FLAT RATE, not to exceed a total of \$37,280. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
b. District [ ] SHALL [x ] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ -0- for the term of this agreement.
c. District shall make payment on a [x ] MONTHLY PROGRESS BASIS [ ] SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.

- 4. The terms of the agreement shall commence on August 6, 2018, and shall terminate on May 24, 2019.

- 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, Ramona Soto, at (209) 830-3335 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:**

*Kelly Mitchell* - Executive Director  
Contractor Signature Title

IRS Identification Number

Executive Director  
Title

753 W. Lowell Ave  
Address

Tracy, CA 95376

Tracy Unified School District

Date

Account Number to be Charged

Department/Site Approval

Budget Approval

Date Approved by the Board

SWP - Boys & Girls Schedule for 2018-2019

Structured Activities During Lunch

Number of Employees	Time of Day	Number of Hours Per Day	Total Hours Per Day	Number of School Days in Year	Total Hours Per Year	Wages Per Hour	Total Employee Costs	Supplies for Year	Total Cost For Year
4	12-1:30	1.5	6	180	1080	\$14	\$15,120	\$1,000	\$16,120

Supervision of Computer Intervention Program After School

Number of Employees	Time of Day	Number of Hours Per Day	Total Hours Per Day	Number of School Days in Year	Total Hours Per Year	Wages Per Hour	Total Employee Costs	Supplies for Year	Total Cost For Year
2	2:00 - 6:00	4	8	180	1440	\$14	\$20,160	\$1,000	\$21,160

TOTAL      \$37,280



# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Brian R. Stephens, Superintendent  
**FROM:** Dr. Sheila Harrison, Associate Superintendent of Educational Services  
**DATE:** May 31, 2018  
**SUBJECT:** **Approve Agreement for Special Contract Services with Haynes Family of Programs, S.T.A.R. Academy for Compensatory Education of Academic Tutoring for the 2018-2019 School Year**

**BACKGROUND:** Board approval is requested to develop a contract with Haynes Family of Programs, S.T.A.R. Academy NPA for private in home compensatory educational tutoring for a Special Education student. The Special Education department would like to contract with Haynes Family of Programs, S.T.A.R. Academy NPA, for the agreed upon compensatory education, as the District has a current contract with Haynes under a confidential Settlement Agreement. Approval is necessary at this time to remain compliant with that agreement.

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

**FUNDING:** Expenses for this contract are billed at \$80.00 per hour. Total contract expenses will not exceed a total of \$10,000. Special Education contract expenses are funded through 602 funding for Special Education, budgeted in account #01-6500-0-5750-1180-5800-800-2542.

**RECOMMENDATION:** Approve Agreement for Special Contract Services with Haynes Family of Programs, S.T.A.R. Academy for Compensatory Education of Academic Tutoring for the 2018-2019 School Year.

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

# TRACY UNIFIED SCHOOL DISTRICT

1876 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 Haynes Family of Programs, S.T.A.R. Academy NPA, 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 compensatory "Supplemental Academic Services (SAS)" based on the following: Student is entitled per confidential settlement agreement to be utilized by end of TUSD 2018-2019 regular school year.

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

2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of sum of \$10,000.00,  HOURS  DAYS, under the terms of this agreement at the following location Service provider location
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
  - a. District shall pay \$ 80.00 per  HOUR  DAY  FLAT RATE, not to exceed a total of \$ 10,000.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
  - b. District  SHALL  SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ -0- 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 07/01/2018, and shall terminate on 05/24/2019.
5. This agreement may be terminated at any time during the term by either party upon 10 days (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, Tammy Jalique, at (209) 830-3270 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.
8. Contractor enters into this Agreement as an independent contractor and not as an employee of the District. The Contractor shall have no power or authority by this Agreement to bind the District in any respect except as provided herein. Nothing in this Agreement shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Contractor are employees, agents, contractors or subcontractors of the Contractor and not of the District. The District shall not be obligated in any way to pay any wage claims or other claims made against Contractor by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this Agreement.
  - a. CONTRACTOR shall be required to provide comprehensive general liability insurance coverage in the amount of one million dollars (\$1,000,000.00) combined single limit per occurrence; two million dollars (\$2,000,000.00) general aggregate. A separate additional insured endorsement shall be provided to include the DISTRICT and its officers, officials, employees, agents and volunteers as additional insured in the policy. It is agreed that insurance coverage provided by CONTRACTOR herein is endorsed as primary and noncontributory to any similar insurance or self-insurance carried by DISTRICT. The DISTRICT reserves the right to adjust its insurance requirements as needed.
  - b. Contractor [] WILL | [] WILL NOT have significant contact with students. If applicable, proof of professional liability insurance, to include one million dollars (\$1,000,000.00) per occurrence for Sexual Abuse/Molestation is also required. If applicable, CONTRACTOR will comply with the provisions of Education Code 45125 regarding the submission of fingerprints to the California Department of Justice and the completion of criminal background investigations of the CONTRACTOR and/or its employees.

Contractor agrees to hold harmless and to indemnify District for:

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

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

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

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

AGREED:

Contractor Signature

Title

Tracy Unified School District

Its Identification Number

Date

CEO/President

Account Number to be Charged

Title

P.O. Box 400

Department/Site Approval

Address

La Verne, CA 91750

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 31, 2018  
**SUBJECT:** **Approve Agreement for Special Contract Services with Haynes Family of Programs, S.T.A.R. Academy for Compensatory Education of Academic Tutoring for the 2018-2019 School Year**

**BACKGROUND:** Board approval is requested to develop a contract with Haynes Family of Programs, S.T.A.R. Academy NPA for private in home compensatory educational tutoring for a Special Education student. The Special Education department would like to contract with Haynes Family of Programs, S.T.A.R. Academy NPA, for the agreed upon compensatory education, as the District has a current contract with Haynes under a confidential Settlement Agreement. Approval is necessary at this time to remain compliant with that agreement.

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

**FUNDING:** Expenses for this contract are billed at \$80.00 per hour. Total contract expenses will not exceed a total of \$10,000. Special Education contract expenses are funded through 602 funding for Special Education, budgeted in account #01-6500-0-5750-1180-5800-800-2542.

**RECOMMENDATION:** Approve Agreement for Special Contract Services with Haynes Family of Programs, S.T.A.R. Academy for Compensatory Education of Academic Tutoring for the 2018-2019 School Year.

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

## 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 Haynes Family of Programs, S.T.A.R. Academy NPA, 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 compensatory "Supplemental Academic Services (SAS)" to student based on the following: Student is entitled per confidential settlement agreement to be utilized by October 30, 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.

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Contractor agrees to hold harmless and to indemnify District for:

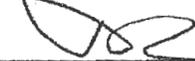
Any injury to person or property sustained by Contractor or by any person, firm or corporation employed directly or indirectly by the Contractor or by any of the individuals participating in or associated with him or her, however caused; and any injury to person or property sustained by any person, firm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

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**AGREED:**

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

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

\_\_\_\_\_  
Contractor Name

\_\_\_\_\_  
Date

CEO/President  
Title

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

P.O. Box 400  
Address

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

La Verne, CA 91750

\_\_\_\_\_  
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 24, 2018  
**SUBJECT:** **Approve Agreement for Special Contract Services with Haynes Family of Programs, S.T.A.R. Academy for Compensatory Services for the 2018-2019 School Year**

**BACKGROUND:** Board approval is requested to develop a contract with Haynes Family of Programs, S.T.A.R. Academy NPA for private in home compensatory services for a Special Education student. The Special Education department would like to contract with Haynes Family of Programs, S.T.A.R. Academy NPA, for the agreed upon compensatory education, as the District has current contracts with Haynes under confidential Settlement Agreements. Approval is necessary at this time to remain compliant with that agreement.

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

**FUNDING:** Expenses for this contract are billed at \$80.00 per hour. Total contract expenses will not exceed a total of \$6,400.00. Special Education contract expenses are funded through 602 funding for Special Education, budgeted in account #01-6500-0-5750-1180-5800-800-2542.

**RECOMMENDATION:** Approve Agreement for Special Contract Services with Haynes Family of Programs, S.T.A.R. Academy for Compensatory Services for the 2018-2019 School Year.

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

# 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 Haynes Family of Programs, S.T.A.R. Academy NPA, 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 compensatory "Supplemental Academic Services (SAS)," Speech/language therapy, occupational therapy, behavior therapy, and/or mental health counselling based on the following: Student is entitled to a combined total of 80 hours of the above services per confidential settlement agreement to be utilized by December 31, 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.

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  - b. District [ ] SHALL [] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ -0- for the term of this agreement.
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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.

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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.
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AGREED:

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

5/25/18

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

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

\_\_\_\_\_  
Date

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

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

\_\_\_\_\_  
P.O. Box 400  
Address

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

\_\_\_\_\_  
La Verne, CA 91750

\_\_\_\_\_  
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 29, 2018  
**SUBJECT:** **Approve Out of State Travel for Core Leadership Team Teachers and Project Director of the NGSS Early Implementation Initiative Grant to Attend the National Science Teachers Association Science Education Conference in Reno, Nevada on October 11-13, 2018**

**BACKGROUND:** The Core Leadership Team (CLT) of the Next Generation Science Standards (NGSS) Early Implementation Initiative (EII) grant provides rigorous, standards-aligned professional development to EII Science Teacher-Leaders (TLs), administrators, and teachers in Tracy Unified School District (TUSD). They have presented their work from the NGSS K-8 EII at the California Science Teachers Association annual meeting in 2016 and 2017. To continue to learn and grow, they require a more rigorous learning experience. This year, the National Science Teachers Association Education Conference is in the West, in Reno, Nevada.

**RATIONALE:** This conference will give CLT teachers access to nationally known science and science education scholars and allow them to experience the conference strand on advancing three-dimensional classroom culture. This will increase their knowledge and skills in sustaining and deepening the NGSS implementation's essential element: three-dimensional science instruction and learning. This Agenda item meets District Strategic Goal 2: Hire, support, develop, train, and sustain District employees who create a singleness of purpose focused on maximizing students' academic, social, and emotional potential.

**FUNDING:** The cost for this conference, including registration, travel, food, and lodging, will not exceed \$6,000.00 and will be paid out of 2018-2019 NGSS EII funds received from WestEd's K-12 Alliance for providing professional learning experiences for eight members of the science leadership for the sustainability work in years 5 and 6 of the EII grant.

**Recommendation:** Approve Out of State Travel for Core Leadership Team Teachers and Project Director of the NGSS Early Implementation Initiative Grant to Attend the National Science Teachers Association Science Education Conference in Reno, Nevada on October 11-13, 2018.

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



# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Brian R. Stevens, Superintendent  
**FROM:** Dr. Sheila Harrison, Associate Superintendent of Educational Services  
**DATE:** May 28, 2018  
**SUBJECT:** **Approve Overnight Travel for the Kimball High School (KHS) Yearbook Design Students to Attend the Bay Area Yearbook Seminar at University of California, Santa Cruz, CA on June 26-28, 2018**

**BACKGROUND:** The leaders of the Kimball High School (KHS) Yearbook Design class would like to attend the Bay Area Yearbook Seminar. Eight students and Advisor, Christopher Munger will attend the seminar. Each student's parent will provide transportation. The students and Advisor will be staying in the dorms at University of California, Santa Cruz. The Advisor, Jostens staff and University of California, Santa Cruz Resident Assistants will supervise students.

**RATIONALE:** The opportunity to participate in a three-day intensive yearbook seminar will be invaluable to the KHS Yearbook students. The seminar will provide the students the opportunity to learn the importance of teamwork. At the seminar, students will create a theme, plan the page ladder, and design the templates for the 2018-2019 yearbook. 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 career goals; and District Strategic Goal #2: 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. Jostens and the Yearbook ASB funds will pay the expenditures for the yearbook students and Advisor to attend this Seminar.

**RECOMMENDATION:** Approve Overnight Travel for the Kimball High School (KHS) Yearbook Design Students to Attend the Bay Area Yearbook Seminar at University of California, Santa Cruz, CA on June 26-28, 2018.

**Prepared by:** Robert Pecot, Principal, Kimball High School



# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Brian R. Stephens, Superintendent  
**FROM:** Dr. Sheila Harrison, Associate Superintendent of Educational Services  
**DATE:** May 17, 2018  
**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, 2018**

**BACKGROUND:** The leaders of the Tracy High School Yearbook Design class would like to attend the California Yearbook Academy. Six students and Advisor, Stacy Browne, 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 end sheets, layout designs and ladder for the 2018-2019 yearbook. 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:** There will be no cost to the District. ASB yearbook funds will pay for the registration, food and lodging to attend the California Yearbook Academy.

**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, 2018.

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



# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Brian Stephens, Superintendent  
**FROM:** Dr. Sheila Harrison, Associate Superintendent of Educational Services  
**DATE:** May 22, 2018  
**SUBJECT:** **Approve School Site Single Plans for Student Achievement and Site Budgets for the 2018/2019 School Year**

**BACKGROUND:** Each school site is required to develop a school plan (Single Plan for Student Achievement-SPSA). The SPSA includes an analysis of the prior year's assessment data, an evaluation of the progress toward meeting the goals for that year, establishment of goals and action plans for the new school year, and development of a budget to support the successful implementation of the action plans. The school plans are developed in a collaborative effort of the site administration, school staff, and parents. Each school's plan is approved by their School Site Council. The plans are reviewed by Directors in Educational Services to ensure all areas are addressed and funds are used appropriately. The development of a quality school plan requires sufficient time for all stakeholders to be involved in the process. It is this final product that is submitted to the Board for approval. In the past few years, schools completed a preliminary SPSA in the spring, and then, once they had updated assessment and state accountability data in the early fall, they completed the full data analysis and school plan. With the shift to the new state accountability system that releases updates in December, the timeline for developing school plans has been shifted so that the full data analysis and development of the school plan occurs in the Spring for the following school year. The SPSAs being submitted for approval at this time are for the 2018-19 school year.

**RATIONALE:** State law requires local Governing Board approval of each site's Single Plan for Student Achievement. 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 career goals; and District Strategic Goal #3: Apply fiscal, operational and community resources to ensure a safe learning environment that supports staff and student goals.

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

**RECOMMENDATION:** Approve School Site Single Plans for Student Achievement and Site Budgets for the 2018/2019 School Year.

**Prepared by:** Dr. Carol Anderson-Woo, Director of Curriculum, Accountability & Continuous



# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Brian R. Stephens, Superintendent  
**FROM:** Dr. Sheila Harrison, Associate Superintendent of Educational Services  
**DATE:** May 14, 2018  
**SUBJECT:** **Approve Contract with The Speech Pathology Group, Inc. for the 2018-2019 School Year**

**BACKGROUND:** Special Education students may require Language, Speech and Hearing (LSH) services as part of their Individual Education Program (I.E.P.). Currently, Tracy Unified School District (TUSD) has four open positions for speech and language pathologists and caseloads for existing speech pathologists are high. The Special Education department has contracted with The Speech Pathology Group, Inc. for many years and would like to continue to contract with The Speech Pathology Group, Inc. in order to provide Language, Speech and Hearing (LSH) services to the Special Education students in the Tracy Unified School District. Approval is necessary so that services specified in IEPs can be provided in a compliant manner.

**RATIONALE:** A school district must provide designated instructional services in order for a child to benefit from his/her Special Education program. Speech therapy is a designated instructional service. 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 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:** Total contract expenses will not exceed \$118,894.40 for the 2018-2019 regular school year. Funding for non-public agencies is built into our 602 funding base for Special Education and budgeted in account #01-6500-0-5750-1180-5800-800-2542.

**RECOMMENDATION:** Approve Contract with The Speech Pathology Group, Inc. for the 2018-2019 School Year.

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

The Speech Pathology Group, Inc.  
2021 Ygnacio Valley Rd, C-103  
Walnut Creek, CA 94598  
Phone (925) 945-1474 Fax (925) 945-1768

AGREEMENT BETWEEN  
Tracy Unified School District  
AND  
THE SPEECH PATHOLOGY GROUP, INC.

THIS AGREEMENT is effective July 1, 2018 by and between the Tracy Unified School District (hereinafter "District") and The Speech Pathology Group (hereinafter "Contractor").

District hereby engages Contractor to render described services under the terms and conditions of this Agreement.

1. Performance of Services:

- a. Contractor agrees to perform the services described on "Addendum A" (hereinafter "Services") of this Agreement as an independent contractor. Contractor will determine the means, manner, method, and details of performing the Services. Contractor shall be responsible for providing the materials and tools, necessary for the performance of the Services.
- b. Contractor represents that Contractor has the qualifications and ability to perform the Services in a professional manner, without the advice, control, or supervision of the District. Contractor shall be solely responsible for the professional performance of the Services, and shall receive no assistance, direction, or control from District. Contractor shall have sole discretion and control of Contractor's services and the manner in which they are performed.

2. Compensation & Terms for Payment: Contractor shall submit written demand monthly for payment, said demand shall be made on a form and in the manner prescribed by the Contractor detailing dates/hours of services provided. Contractor shall submit said demands for payment for services rendered no later than thirty (30) days from the end of the month in which said Services were actually rendered. District shall make payment in an amount equal to the number hours of service provided multiplied by the agreed upon hourly rate within thirty (30) days of receipt of invoice. Any amounts past due shall accrue interest from the due date until paid at the rate of 18% per annum.

3. Contract Term and Termination: This Agreement will become effective on July 1, 2018. This Agreement will terminate upon the completion of the Services (as stated in addendums A (speech) and/or B (behavior)) or when terminated as set forth below.

- a. Either party may terminate this Agreement at any time by giving twenty (20) days written notice (as referenced in number 4 of this contract) to the other party. Contract changes, amendments or cancellations must be communicated directly with Contractor's President. *As a professional courtesy, please do not discuss contract changes, costs, or pending employment changes with contractor's employees.* The Contractor will inform its' employees of changes or cancellations to the contract.

4. Notice: Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or fax transmission with verbal confirmation of receipt, addressed as follows:

DISTRICT

Tracy Unified School District  
1875 W. Lowell Avenue  
Tracy, CA 95376  
Phone: (209) 830-3200  
Fax: (209) 830-3209

CONTRACTOR

The Speech Pathology Group, Inc.  
2021 Ygnacio Valley Rd, C-103  
Walnut Creek, CA 94598  
Phone: (925) 945-1474  
Fax: (925) 945-1768  
Tax ID# 94-3290122

Any notice personally given or sent by certified mail or fax transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service.

5. **Relationship of the Parties:** Please note that all Contractors' employees are employed on an "At Will" basis and therefore cannot be required to provide a 20-day notice of termination. Contractor does request that employees provide a minimum of 20-day notice of termination. Contractor shall not be responsible for any loss or claim of damage whatsoever incurred by District/Facility in the event Contractor cannot provide a Speech-Language Pathologist (SLP), Speech-Language Pathology Assistant (SLPA), Board Certified Behavior Analyst (BCBA), Board Certified Assistant Behavior Analyst (BCaBA) or Registered Behavior Technician (RBT) due to resignation of Contracted SLP/SLPA/BCBA/BCaBA/RBT or Contracted SLP/SLPA/BCBA/BCaBA/RBT is not able to provide services for any reason. However, Contractor will use all efforts to replace the SLP/SLPA/BCBA/BCaBA/RBT, if one is available in the area.
  - a. Contractor enters into this Agreement as, and shall continue to be, an independent contractor. Under no circumstances shall Contractor be considered an employee of District within the meaning of any federal, state, or local law or regulation including, but not limited to, laws or regulations governing unemployment insurance, old age benefits, workers' compensation, industrial illness or accident coverage, taxes, or labor and employment in general.
  - b. Under no circumstances shall Contractor look to District as his/her employer, or as a partner, agent, or principal. Contractor shall not be entitled to any benefits accorded to District's employees, including, without limitation, workers' compensation, disability insurance, vacation, or sick pay.
  - c. Contractor shall be responsible for providing, at Contractor's expense, and in the Contractor's name, disability, workers' compensation or other insurance, as well as licenses and permits usual or necessary for conducting the Services hereunder.
  
6. **Management of Speech Pathology Group Staff:**
  - a. Each SLP/SLPA employee of Contractor is assigned a Clinical Supervisor. The Clinical Supervisor is available to provide assistance and support by helping contractor's employees access requested materials/assessments, explaining District/Facility procedures and forms, answering questions related to federal/state regulations and eligibility criteria, providing intervention suggestions and helping to resolve site related issues. The Clinical Supervisor may make site visits and/or provide Service Coverage for a contracted SLP/SLPA that is ill or may have excessive absences. Clinical Supervision services to be provided within contracted hours for assigned SLP/SLPA as designated in Addendums A-1 and A-2.
  
  - b. Each RBT/BCaBA employee of Contractor is assigned a BCBA. The BCBA is available to provide assistance and support by helping contractor's employees access requested materials, explaining District/Facility procedures and forms, answering questions related to federal/state regulations, providing intervention suggestions and helping to resolve case related issues. The BCBA will make site visits and/or provide Service Coverage for a contracted RBT/BCaBA that is ill or may have excessive absences. BCBA services to be provided within contracted hours as outlined in Addendum B.
  
7. **Federal & State Taxes:** Contractor shall pay, when and as due, any and all local, state and federal income or other taxes incurred as a result of Contractor's compensation hereunder, including estimated taxes, and shall provide District with proof of said payment upon demand. Contractor hereby indemnifies District for any claims, losses, costs, fees, liabilities, damages, or injuries suffered by District arising out of Contractor's breach of this Section.
  
8. **Fingerprinting and Criminal Records Check of Contractor's Employees:** CONTRACTOR shall comply with the requirements of California Education Code section 44237, 3501.1 and 35021.2 including, but not limited to: obtaining clearance from both the California Department of Justice (hereinafter referred to as "CDOJ") and clearance from the Federal Bureau of Investigation (hereinafter referred to as "FBI") for CONTRACTOR'S employees and volunteers, unless CONTRACTOR determines that the volunteers will have no direct contact with LEA pupils, prior to service with any LEA pupil. CONTRACTOR hereby agrees that CONTRACTOR'S employees and volunteers, unless CONTRACTOR determines that the volunteers will have no direct contact with LEA pupils, shall not come in contact with LEA pupils until CDOJ and FBI clearance are ascertained. CONTRACTOR shall certify in writing to LEA that none of its employees, and volunteers, unless CONTRACTOR determines that the volunteers will have no direct contact with LEA pupils, or contractors, who may come into contact with LEA pupils have been convicted of a violent or serious felony as those terms are defined in California Education Code section 44237(h), unless despite the employee's conviction of a violent or serious felony, he or she has met the criteria to be eligible for employment pursuant to California Education Code section 44237 (i) or (j). In

addition, CONTRACTOR shall make a request for subsequent arrest service from the CDOJ as required by California Penal Code section 11105.2.

If District/Facility policy requires contractor's employee to obtain separate and additional live scan prior to placement at facility site, they may do so at District's/Facility's expense.

9. **Caseload Maximum:**

a. **Speech-Language Services:** Contractor agrees to a maximum caseload of 55 students for each full time SLP/SLPA and a maximum caseload of 40 students for any caseload that solely consists of students classified as SH, AAC, and/or preschool. Combination caseloads will be prorated based on caseload roster provided by district. \*It should be noted that both ASHA and CTA recommend a caseload limit of 40 students for K through 12 public schools.

b. **Behavior Intervention Services:** RBTs are highly trained 1:1 aides. BCaBAs and BCBA's must supervise RBTs in accordance with the Behavior Analyst Certification Board (BACB) requirements.

10. **Rules and Regulations:** All results and regulations of the Board of Education and all federal, state, and local laws, ordinances and regulations are to be observed strictly by Contractor pursuant to this Agreement.

11. **Indemnification:**

a. Contractor shall and does hereby indemnify, defend, and hold harmless District, and District's officers, employees, agents and representatives from and against any and all claims, demands, losses, costs, expenses, obligations, liabilities and damages, including, without limitation, interest, penalties, and reasonable attorneys fees and costs, that District may incur or suffer and that arise, result from, or are related to any breach or failure of Contractor to perform any of the representations, warranties, and agreements contained in this Agreement.

b. District shall and does hereby indemnify, defend, and hold harmless Contractor, and Contractor's officers, employees, agents and representatives from and against any and all claims, demands, losses, costs, expenses, obligations, liabilities and damages, including, without limitation, interest, penalties, and reasonable attorneys fees and costs, that Contractor may incur or suffer and that arise, result from, or are related to any breach or failure of District to perform any of the representations, warranties, and agreements contained in this Agreement.

12. **Ownership of Designs and Plans:** Contractor agrees that all designs, plans, reports, specifications, drawings, schematics, prototypes, models, inventions and all other information and items made during the course of this Agreement and arising from the Services shall be owned by and assigned to District as its sole and exclusive property.

13. **Non-Solicitation:** Contractor expends extensive amounts of time and money educating, training and mentoring its employees. Supplying our employees for conversion to the District's/Facility's employ is not our purpose. During the term of this Agreement and for the immediate twelve calendar months following termination of this Agreement, Tracy Unified School District agrees it will not hire, nor solicit for hire, either directly or indirectly, as an employee or contractor, any of the contractor's employees, independent contractors, agents or sub-contractors in the fields of Speech-Language Pathology and Behavior Intervention who have rendered speech-language pathology or behavior intervention services to the District/Facility on behalf of the Contractor. If District/Facility breaches this non-solicitation provision, District/Facility shall pay to Contractor as liquidated damages a sum equal to one-half of the total amount it has agreed to pay to Contractor during the full term of this Agreement. District/Facility and Contractor agree that Contractor's damages for breach of this provision are difficult to ascertain, and this stated amount of liquidated damages is reasonable under the circumstances existing at the time this Agreement was executed.

14. **Supplies & Equipment:** Contractor will provide therapy and diagnostic materials as needed, if they are not available at school district/site. Should the contracting District require computer generated reports and IBPs, then it is the District's responsibility to either provide a computer to the contracted employee or provide access to a computer at the contractor employee's assigned site(s). If a computer is not available, then it is understood that all documentation will be hand written.

15. **California Law:** This Agreement shall be governed by and the rights, duties and obligations of the parties shall be determined and enforced in accordance with the laws of the State of California. The parties further agree that any

action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in Contra Costa County, California.

16. **Attorneys' Fees:** If either party files any action or brings any proceedings against the other arising out of the Agreement, the prevailing party shall be entitled to recover, in addition to its costs of suit and damages, reasonable attorneys' fees to be fixed by the court. The "prevailing party" shall be the party who is entitled to recover its costs of suit, whether or not suit proceeds to final judgment. No sum for attorneys' fees shall be counted in calculating the amount of a judgment for purposes of determining whether a party is entitled to its costs or attorneys' fees.
17. **Waiver:** The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
18. **Time for Site Specific Trainings/Requirements:**
- a. **Speech Services:** District agrees to compensate Contractor for time spent by Contractor's employee for orientation/trainings, teacher workdays, non-student days when teachers are required to report to work, speech meetings, staff development days, and the like. Attendance for these services will be provided in accordance with the weekly contracted hours set forth in Addendums A-1 and A-2.
  - b. **Behavior Intervention Services:** District agrees to compensate Contractor for time spent by Contractor's employee for orientation/trainings, teacher workdays, non-student days when teachers are required to report to work, speech meetings, staff development days, and the like, when District has requested Contractor's employee(s) to attend. Attendance for these services will be in addition to the weekly contracted hours set forth in Addendum B.
  - c. District also agrees to pay Contractor for any additional time required by Contractor's employee to become proficient with any District/Facility required procedure (i.e.: computerized IEPs, Medi-Cal reports, positive behavior intervention, etc). Any hours in excess of contracted hours set forth in Addendums A-1, A-2, and B will require prior approval from District/Facility designee.

19. **List of Services to be Performed by Contractor:**

- a. **Speech-Language Services:** Contractor will provide Services that align with the scope and practice for Speech and Language Pathology, as defined by the California Speech-Language Pathology and Audiology Board, for provision of speech/language therapy services in the public school setting. Services to include direct and indirect activities as they pertain to eligible students on caseload and in accordance with the Individual Education Plan (IEP) which will define the type and frequency of service that each student is to receive.

District will provide contracted SLP/SLPA with site's most current caseload list, to be updated on a monthly basis, via district generated roster lists.

- b. **Behavior Intervention Services:** Contractor will provide Services that align with the scope and practice for Behavior Analysts, as defined by the Behavior Analyst Certification Board, for provision of behavior intervention services in the public school setting. Services to include direct services as they pertain to eligible students and in accordance with the Individual Education Plan (IEP) which will define the type and frequency of service that each student is to receive.

20. **Entire Agreement of Parties:** This Agreement constitutes the entire agreement between the parties and supersedes all prior discussions, negotiations and agreement, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both parties.

It is understood that contracted speech services will be provided and caseload demands will be met, by a certified, licensed, and/or credentialed Speech-Language Pathologist (SLP), and/or a licensed Speech-Language Pathology Assistant (SLPA), when under the supervision of a certified and licensed SLP.

It is further understood that contracted behavior services will be provided by a certified, licensed, and/or credentialed Board Certified Behavior Analyst (BCBA), certified, licensed and/or Board Certified Assistant Behavior Analyst (BCaBA) under the supervision of a BCBA, and/or a certified, licensed, and/or credentialed Registered Behavior Technician (RBT) under the supervision of a certified and licensed BCaBA or BCBA.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written. This contract is effective on July 1, 2018, and terminates on June 30, 2019, unless sooner terminated as provided herein.

DISTRICT

CONTRACTOR

\_\_\_\_\_  
Name and Title of Authorized Representative  
Tracy Unified School District

Susan Stark v.s.  
Susan Stark, M.S., CCC-SLP  
President

\_\_\_\_\_  
Signature

5/11/18  
Date

\_\_\_\_\_  
Date



# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Brian R. Stephens, Superintendent  
**FROM:** Dr. Sheila Harrison, Associate Superintendent of Educational Services  
**DATE:** May 14, 2018  
**SUBJECT:** **Approve Agreement for Special Contract Services with James Bylund to Provide an Independent Educational Evaluation/Psycho-Educational Assessment for the 2018-2019 School Year**

**BACKGROUND:** Board approval is requested to contract for an Independent Educational Evaluation/Psycho-Educational Assessment for a Special Education student. This assessment is being carried over from the 2017-2018 school year as it is not yet completed. The District's Special Education administration would like to continue the contract with James Bylund, a Licensed Educational Psychologist, School Psychologist and Independent Contractor from Brentwood, for the needed evaluation. Approval is necessary at this time to remain compliant with a confidential Settlement Agreement and the parent's right to choose assessor of their choice for Independent Educational Evaluations.

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

**FUNDING:** Expenses for this contract include assessments, report writing, and IEP attendance. Total contract expenses will not exceed \$4,000.00. Special Education contract expenses are funded through 602 funding for Special Education, budgeted in account # 01-6500-0-5750-1180-5800-800-2542.

**RECOMMENDATION:** Approve Agreement for Special Contract Services with James Bylund to Provide an Independent Educational Evaluation/Psycho-Educational Assessment for the 2018-2019 School Year.

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

## 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 James Bylund, Licensed Educational Psychologist, 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: Independent Educational Evaluation of TUSD student. Assessment will include cognitive testing, academic testing, social/emotional/adaptive behavior, and specific assessment of Dyslexia. Fee includes report, and attendance at an IEP meeting. Provider must also provide district with copies of all protocols.

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 N/A, [ ] HOURS [ ] DAYS, under the terms of this agreement at the following location Service provider location - 1181 Central Blvd, Suite D Brentwood, CA 94513
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
  - a. District shall pay \$ 4,000.00 per [ ] HOUR [ ] DAY [✓] FLAT RATE, not to exceed a total of \$4,000.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
  - b. District [ ] SHALL [✓] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ -0- 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 07/01/2018, and shall terminate on 06/30/2019.

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

Contractor agrees to hold harmless and to indemnify District for:

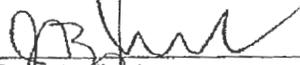
Any injury to person or property sustained by Contractor or by any person, firm or corporation employed directly or indirectly by the Contractor or by any of the individuals participating in or associated with him or her, however caused; and any injury to person or property sustained by any person, firm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

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

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

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

AGREED:

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

Tracy Unified School District

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

Date \_\_\_\_\_

JOHN P. DYKUM NORTON-EN SERVICES  
 Title \_\_\_\_\_

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

1109 CENTER BLVD SUITE D  
 Address \_\_\_\_\_

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

BRENTWOOD CA 94513

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 29, 2018  
**SUBJECT:** **Approve Agreement for Special Contract Services with the Boys & Girls Club of Tracy to Provide Summer Program Services at Monte Vista Middle School, North School, McKinley School and Villalovoz School in July 2018**

**BACKGROUND:** The Boys & Girl Club of Tracy has been providing after school and summer program services in the community at school sites for twenty-one years. Monte Vista Middle School, North School, McKinley School, and Villalovoz School were awarded the After School Education and Safety (ASES) Grant; however, San Joaquin County was not awarded the 21<sup>st</sup> Century Learning grant for the 2018-2019 school year, beginning July 1, 2018, as in years past. Due to the success of the program, staff wishes to continue with summer program services from the Boys & Girls Club at Monte Vista Middle School, North School, McKinley School, and Villalovoz School for students, July 1-July 23, 2018.

**RATIONALE:** Providing a safe environment where students can learn is vital, so they can discover and develop their full potential. Monte Vista Middle School, North School, McKinley School, and Villalovoz School partnership with the Boys & Girls Club provides a wealth of school activities that are positive, enhance academics and are community oriented. 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:** Not to exceed \$30,000.00. Paid from onetime Title 1 carryover funds.

**RECOMMENDATION:** Approve Agreement for Special Contract Services with the Boys & Girls Club of Tracy to Provide Summer Program Services at Monte Vista Middle School, North School, McKinley School and Villalovoz School in July 2018.

**Prepared by:** Dr. Sheila Harrison, Associate Superintendent of Educational 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 Boys and Girls Club, 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 Summer Program services at Monte Vista Middle School, North School, McKinley School, and Villalovoz School to students July 1, 2018-July 23, 2018.

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 July 1, 2018-July 23, 2018 ( ) | HOURS | ✓ | DAYS, under the terms of this agreement at the following location MVMS, North, McKinley, and Villalovoz.

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

- a. District shall pay \$30,000.00 per | HOUR | DAY | ✓ | FLAT RATE, not to exceed a total of \$30,000.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
b. District [ ] SHALL [ ✓ ] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$0 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, 2018, and shall terminate on July 23, 2018.

- 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, Dr. Sheila Harrison, at ( ) 209-830-3202 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





# EDUCATIONAL SERVICES MEMORANDUM

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**TO:** Dr. Brian R. Stephens, Superintendent  
**FROM:** Sheila J. Harrison, Associate Superintendent of Educational Services  
**DATE:** May 29, 2018  
**SUBJECT:** **Approve Agreement for Special Contract Services with Elizabeth (Lisa) Danielson, Danielson Educational Consulting to Provide Professional Development to Site-Based Science Teacher Leaders for the 2018-2019 School Year**

**BACKGROUND:** To support the plan for the K-8 Next Generation Science Standards (NGSS) Early Implementation Initiative (EII) grant for 2018-2019, Tracy Unified School District (TUSD) will train and support site-based science teacher leaders at K-5, K-8, and 6-8 sites in planning and delivering professional learning for site staff. Science teacher leaders will provide this professional development throughout the school year through Early Release Mondays, Pre-Service days, and Staff Development Buy-back days. Elizabeth (Lisa) Danielson, of Danielson Educational Consulting will provide these teacher leaders with two full-days of Leading Groups training, teaching effective strategies for developing and facilitating collaborative groups for curriculum planning and implementation.

**RATIONALE:** The training will build the skills of teacher leaders in promoting adult learning and growth, using the state frameworks for science and English Language Arts (ELA), science and ELA standards; and TUSD scope and sequence documents to drive learning. Teacher leaders will learn effective approaches for developing professional learning communities to clarify goals, solve problems, and make decisions. Teacher leaders will leave the training with:

- Increased confidence and effectiveness in designing and managing group development
- Increased understanding of adult learners
- Skills for framing group purposes, processes, and outcomes
- An expanded repertoire of interactive stances for working with groups
- A verbal and non-verbal toolkit for effective group leadership

With site-based facilitation provided by these teacher leaders, professional learning communities will interact more skillfully to create equitable science learning experiences for all students. This agenda request meets District Strategic Goal #2: Hire, support, develop, train, and sustain District employees who create a singleness of purpose focused on maximizing students' academic, social, and emotional potential; and District Strategic Goal #3: Apply fiscal, operational and community resources to ensure a safe learning environment that supports staff and student goals.

**FUNDING:** The total cost for the Professional Development training is not to exceed \$6,000. NGSS K-8 Early Implementation Initiative grant funds for 2018-2019 will pay the expenditures for this contract.

**RECOMMENDATION:** Approve Agreement for Special Contract Services with Elizabeth (Lisa) Danielson, Danielson Educational Consulting to Provide Professional Development to Site-Based Science Teacher Leaders for the 2018-2019 School Year.

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

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

- 1. Contractor shall perform the following duties: provide a 2 day training on "leading ems" a professional development workshop for site-based science teacher leaders for 2018-19 school year

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

- 2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 2 (two) [ ] HOURS [X] DAYS, under the terms of this agreement at the following location TUSD/THS.

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

a. District shall pay \$ 6000.00 per [ ] HOUR [ ] DAY [X] FLAT RATE, not to exceed a total of \$ 6000.00. 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 July 1, 2018 and shall terminate on July 26, 2018.

- 5. This agreement may be terminated at any time during the term by either party upon 60 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, D. Schneider at (213) 830-5252 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:**

Elizabeth Danielson 5/31/18  
Contractor Signature Title

IRS Identification Number  
Danielson's Educ. Consulting  
Title

2964 Mt. View Ct.  
Address

Sameron PK, CA 95682.

\_\_\_\_\_  
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:** April 12, 2018  
**SUBJECT:** **Approve Agreement for Special Contract Services and Service Agreement with One Day At A Time (ODAT) to Provide Services to Staff and Students at West High School for the 2018-2019 School Year**

**BACKGROUND:** One Day At A Time (ODAT), is an intervention program which provides support to site personnel and students in the areas of conflict management, gang intervention, staff and student gang awareness workshops, teen violence presentations, and at risk teen resources. This program specifically targets Latino students; however, is open to all West High students. The program provides tutorials, fieldtrips, conflict resolution strategies, and healthy lifestyle skills, as well as engages students in their education and develops their decision-making skills.

**RATIONALE:** West High has found that the ODAT program has been very successful in the past and would like ODAT to continue working with Latino students, as well as any other student who voluntarily joins in to change their life. The ODAT program has continuously maintained a large number of voluntary participants and has continued to make a difference in the lives of these students. West High would like to continue their work throughout the 2018-2019 school year. This Agenda request meets District Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or careers; and District Strategic Goal #2: Hire, support, develop, train, and sustain District employees who create a singleness of purpose focused on maximizing students' academic, social, and emotional potential.

**FUNDING:** The cost of this program is \$30,240.00 for the 2018-2019 school year. West High Title I funds will pay the expenditures for the ODAT Program.

**RECOMMENDATION:** Approve Agreement for Special Contract Services and Service Agreement with One Day At A Time (ODAT) to Provide Services to Staff and Students at West High School for the 2018-2019 School Year.

**Prepared by:** Dr. Zachary Boswell, Principal, West High School

**TRACY UNIFIED SCHOOL DISTRICT**

1875 W. Lowell Ave., Tracy, California 95376

**AGREEMENT FOR SPECIAL CONTRACT SERVICES**

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and One Day At A Time (ODAT) \_\_\_\_\_, 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: staff workshops, class presentations, weekly group meetings, and individual meetins with students.  
\_\_\_\_\_  
\_\_\_\_\_

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

- 2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 12 per week x 36 weeks ( )  **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 \$3,024.00 (monthly) per [ ] **HOUR** [ ] **DAY** [ ] **FLAT RATE**, not to exceed a total of \$30,240.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
- b. District [ ] **SHALL**  **SHALL NOT** reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$0 for the term of this agreement.
- c. District shall make payment on a  **MONTHLY PROGRESS BASIS** [ ] **SINGLE PAYMENT UPON COMPLETION OF THE DUTIES** and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.

- 4. The terms of the agreement shall commence on August 6, 2018, and shall terminate on June 30, 2019.

- 5. This agreement may be terminated at any time during the term by either party upon 15 \_\_\_\_\_ 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. Z. Boswell, at (209) 830-3370 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:

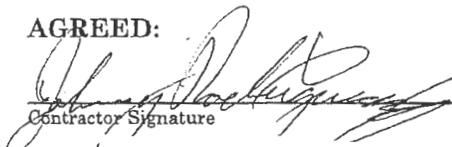
Any injury to person or property sustained by Contractor or by any person, firm or corporation employed directly or indirectly by the Contractor or by any of the individuals participating in or associated with him or her, however caused; and any injury to person or property sustained by any person, firm 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	Executive Director Title	Tracy Unified School District
IRS Identification Number		Date
Executive Director (ODAT) Title		Account Number to be Charged
331 Pine St. Address		Department/Site Approval
Brentwood CA 94513		Budget Approval
		Date Approved by the Board

## TRACY UNIFIED SCHOOL DISTRICT SERVICES AGREEMENT

THIS AGREEMENT ("Agreement") is made between Tracy Unified School District, 1875 W. Lowell Avenue, Tracy, CA 95376 with services provided to Merrill F. West High School, 1775 W. Lowell Avenue, Tracy, CA 95376, hereinafter referred to as the DISTRICT, and the following named service provider hereinafter referred to as VENDOR:

**BUSINESS NAME: One Day At a Time, a fiscally sponsored project of Community Initiatives**

**ADDRESS: 331 Pine Street**

**CITY: Brentwood**

**STATE: CA**

**ZIP: 94513**

**PHONE: 925-240-1359**

**FAX: (925) 240-1367**

**MAILING ADDRESS: (if different than above)**

**FEDERAL TAX I.D. OR SOCIAL SECURITY NUMBER: 94-3255070**

### **1. TERM AND TERMINATION**

This Agreement is effective on **8/6/2018** and terminates on **6/30/2019** or upon completion of services, whichever occurs first. This Agreement may be terminated by DISTRICT upon fifteen (15) days written notice to VENDOR or by mutual written consent of both parties.

NOTE: The stated effective and termination dates, and resulting hours listed in Exhibit A (below) were drawn from the Tracy Unified School District 2018-2019 Calendar from the Tracy Unified School District website.

### **2. SUBCONTRACT OR ASSIGNMENT**

Neither party shall assign, delegate or subcontract any part of this Agreement without the written consent of the other party.

### **3. INDEPENDENT CONTRACTOR STATUS**

In the performance of the services to be provided, VENDOR is an independent contractor with the authority to control and direct the performance of the details of the work, and this Agreement shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association. VENDOR understands and agrees that it and all of its employees are not employees of the DISTRICT and are not entitled to benefits to which DISTRICT employees are normally entitled, including, but not limited to, State Unemployment Compensation, Workers' Compensation, vacation or sick pay.

### **4. TAX REPORTING/PAYMENT**

VENDOR shall assume full responsibility for payment of all federal, state, and local taxes or contributions, including, but not limited to, Unemployment Insurance, Social Security and Income Taxes with respect to VENDOR'S employees. The DISTRICT shall provide VENDOR an annual statement of compensation on the appropriate federal and state forms (1099).

### **5. REGULATIONS**

VENDOR shall comply with all federal, state, and local laws, ordinances, regulations, permit requirements, and Board of Education policies in performance of this Agreement.

### **6. FINGERPRINTING AND CRIMINAL RECORDS CHECK**

VENDOR shall comply with the provisions of Education Code §45125.1 regarding the submission of fingerprints to the California Department of Justice (DOJ) and the completion of criminal background investigations of the VENDOR and/or its employees. VENDOR shall not permit any employee to have any contact with DISTRICT pupils until such time as VENDOR has verified in writing to the governing board of the DISTRICT that such employee has not been convicted of a felony, as defined in Education Code §45125.1 or DISTRICT has indicated on Page 3 of this Agreement that VENDOR is exempt from compliance.

**7. GOVERNING LAW**

This Agreement shall be governed under the laws of the State of California.

**8. MISCELLANEOUS**

This Agreement contains the entire agreement between DISTRICT and VENDOR and supersedes any and all prior discussions, understandings, and negotiations, whether oral or in writing. This Agreement may not be modified or amended unless in writing and signed by both parties.

**9. INDEMNIFICATION**

Each party agrees to indemnify and hold harmless the other party and its affiliates, and their respective employees, officers, directors, agents, contractors, and users against any damages, expenses, or losses (including reasonable attorney's fees) from any third-party claims arising from or related to the first party's breach of this Agreement.

**INSURANCE**

During the term of this agreement, VENDOR shall keep in full force and effect a policy or policies of liability insurance from a California licensed insurer and shall provide DISTRICT with a Certificate of Liability Insurance for liability coverages and limits acceptable to the DISTRICT. Certificate Holder is Tracy Unified School District. VENDOR shall also provide an Additional Insured Endorsement, naming DISTRICT as additional insured.

**10. DESCRIPTION OF SERVICES (SCOPE OF WORK)**

VENDOR shall furnish, at it's own expense, all labor, materials, equipment and other items necessary to carry out the terms of this Agreement. VENDOR shall provide the following services to DISTRICT:

VENDOR staff will provide on-going support services to students participating in ODAT's Youth Empowerment and Leadership Development program at Merrill F. West High School. See additional Exhibit A documentation for detailed descriptions of services.

(Additional pages may be added and shall be marked **Exhibit A** and are incorporated herein by this reference.)

**11. COMPENSATION**

CLIENT agrees to pay VENDOR for services rendered upon VENDOR submitting an invoice and completed IRS Form W-9 and after obtaining originator's verification that services have been performed. **VENDOR will invoice CLIENT in equal monthly payments unless noted below by DISTRICT.**

- Partial Payments (must be specified): 10 equal payments of \$3,024.00 invoiced monthly.
- Payment in Full

**TOTAL AMOUNT DUE FOR SERVICES RENDERED: \$30,240.00**

VENDOR's current pricing schedule is marked as **Exhibit B** and attached hereto and incorporated herein by this reference.

**13. COMPLETION**

The work completed herein must meet the approval of the DISTRICT and shall be subject to the DISTRICT'S general right of inspection and supervision to secure the satisfactory completion thereof.

# T RACY UNIFIED SCHOOL DISTRICT SERVICES AGREEMENT

This contract must meet the provisions of Board Policy/ Administrative Rule ( ) and Board Policy ( ) in order to be valid or binding against the DISTRICT.

The parties have executed this Agreement on the date indicated below.

Any party signing this Agreement on behalf of the VENDOR hereby represents that he/she is duly authorized by the VENDOR to execute this Agreement and that the VENDOR has agreed to be bound by the provisions hereof.

Principal or Department Administrator's recommendation for approval of Agreement, certification that by Vendor is exempt  not exempt  from fingerprinting and criminal records check, and submittal of vendor's certificate of insurance (Item 10) with this contract.

Signature: [Handwritten Signature] Date: 5-22-18

("VENDOR")

Signature: Ruth Williams

Date: 5/22/18

Name: Ruth Williams

Title: CEO

TRACY UNIFIED SCHOOL DISTRICT ("DISTRICT")

Signature: \_\_\_\_\_

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date of Board Approval: \_\_\_\_\_

SACS Code: \_\_\_\_\_

## Exhibit A

Appendix to Vendor Services Agreement between TUSD, with Services Provided to *Merrill F. West High School* (DISTRICT), and Community Initiatives-One Day at a Time (VENDOR) for the 2018-2019 School Year

The following services will be offered on a weekly basis while on campus or occasionally as needed:

### School Visits and School Site Related Services

Services include meetings requested by Site Administrators, additional meetings with site administrators, students, and their parents/guardians as agreed upon by the respective parties. These meetings will address preparation and/or planning activities. \*(e.g. disciplinary meetings, crisis mediation, consultations, presentations to staff and student body.) The following are examples of services that may occur during the weekly site visits

- **Relationship Building:** VENDOR will employ proven strategies to help youth establish new relationships with peers and staff, improving school climate.
- **Conflict Management:** VENDOR will assist with conflict mediation between students while on school premises.
- **Classroom Presentations:** As agreed upon with site administration and school staff; topics covered include life skills, peer pressure, bullying, drug awareness, self-esteem, and the benefits of positive; and consequences of negative lifestyle choices.
- **Youth Group Meetings:** VENDOR shall facilitate highly interactive weekly youth group meetings addressing various topics, focusing on fostering positive personal growth, healthy interpersonal relationships, decisions-making and leadership.
- **Student Monitoring:** With written permission from participating students' parents/guardians, VENDOR will monitor program participants' school day attendance, disciplinary referrals, and grades periodically as needed to support students.
- **Volunteer Opportunities:** VENDOR will facilitate volunteer opportunities for program participants.

All personnel employed by vendor that do not have fingerprint clearance must be accompanied by a certificated employee at all times when in contact with students.

**Exhibit B**

**Pricing Schedule**

Cost of Services for 2018-2019 Youth Empowerment Leadership Development Program for  
*Merrill F. West High School.*

The hourly cost includes compensation for 1 VENDOR staff, curriculum materials such as worksheets and/or articles, and administrative costs.

VENDOR shall provide 12 hours of service each week for 36 weeks of the 2018- 2019 school year. This includes 10 hours of site visits and 2 hours for group meetings per week; as well as an additional 30 minutes of prep time and 30 minutes of clean up at no cost.

Total number of billable hours 432 hours.

The hourly rate shall be equal to \$70.00 per hour.

**Total cost of service shall be \$30,240.00**

\*Note for DISTRICT Accounts Payable Processing payee should be:

Community Initiatives-ODAT  
331 Pine Street  
Brentwood, CA. 94513  
Tax ID# 94-3255070

Please feel free and contact Valerie Stewart with any questions, or concerns.

**Valerie Stewart**  
Development Manager  
One Day at a Time (ODAT)  
331 Pine Street  
Brentwood CA 94513  
Office: (925) 240-1359  
Email: admin@odatec.org



# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Brian R. Stephens, Superintendent  
**FROM:** Dr. Sheila Harrison, Associate Superintendent of Educational Services  
**DATE:** June 1, 2018  
**SUBJECT:** **Approve Agreement for Special Contract Services with Karen McCrary, MFTI to Provide Anger Management Classes to District Students during the 2018-2019 School Year**

**BACKGROUND:** The Prevention Services Office coordinates prevention and early intervention services for the District. Students referred to anger management counseling and intervention are enrolled in Anger Management classes for skill-building, decision making and appropriate replacement behaviors. The goal is to improve behavior as well as prevent further suspensions and/or expulsions. Karen McCrary, MFTI will use an evidenced based curriculum created through the following books; “The Anger Workbook for Teens,” by Raychelle Cassada Lohmann, MS and, “Mindfulness for Teen Anger,” by Mark Purcell, PsyD and Jason Murphy, MA for Anger Management classes. Such classes will be one hour in duration and span eight weeks per session.

**RATIONALE:** Students suspended and/or expelled for behavior problems are often referred to Anger Management classes. This education provides adolescents with coping skills meant to help students manage their, or someone else’s anger in a positive, functional way. Participants may include youth who internalize anger as well as those who act out verbally or physically towards others. These classes include teachings on the following topics: Understanding anger; noticing triggers and responses to anger; stress management; effective communication; personal responsibility; recognizing adaptive and mal-adaptive anger responses and developing positive coping skills. Students attend an after-school program for eight weeks. 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 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:** Fees for services are \$60 per class. The eight week workshop will be offered four times during the school year. The expected cost for these services for the 2018-2019 school year is \$1,920.00. LCAP funding will pay the expenditures for the services of this contract.

**RECOMMENDATION:** Approve Agreement for Special Contract Services with Karen McCrary, MFTI to Provide Anger Management Classes to District Students during the 2018-2019 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 Karen McCrary, MFTI, hereinafter referred to as "Contractor," is for consultant or special services to be performed by a non-employee of the District. District and Contractor, herein named, do mutually agree to the following terms and conditions:

1. Contractor shall perform the following duties: Provide Anger Management Classes to TUSD students during the 2018-19 school year.  
\_\_\_\_\_  
\_\_\_\_\_

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

2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 32 ( )  HOURS | | DAYS, under the terms of this agreement at the following location District Office.

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

- a. District shall pay \$ 60.00 per  HOUR | | DAY | | FLAT RATE, not to exceed a total of \$ 1,920.00. 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, 2018, and shall terminate on June 30, 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, 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 comprehensive general liability insurance coverage in the amount of one million dollars (\$1,000,000.00) combined single limit per occurrence; two million dollars (\$2,000,000.00) general aggregate. A separate additional insured endorsement shall be provided to include the DISTRICT and its officers, officials, employees, agents and volunteers as additional insured in the policy. It is agreed that insurance coverage provided by CONTRACTOR herein is endorsed as primary and noncontributory to any similar insurance or self-insurance carried by DISTRICT. The DISTRICT reserves the right to adjust its insurance requirements as needed.
  - b. Contractor  WILL |  WILL NOT have significant contact with students. If applicable, proof of professional liability insurance, to include one million dollars (\$1,000,000.00) per occurrence for Sexual Abuse/Molestation is also required. If applicable, CONTRACTOR will comply with the provisions of Education Code 45125 regarding the submission of fingerprints to the California Department of Justice and the completion of criminal background investigations of the CONTRACTOR and/or its employees.

Contractor agrees to hold harmless and to indemnify District for:

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

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

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

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

**AGREED:** Victoria Benzof, PsyD  
*[Signature]* MFTI

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

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

Title \_\_\_\_\_

~~2180~~ 2180 Grantline Rd  
Address, Suite 218  
Tracy CA 95377

Tracy Unified School District

*3/13/2018*  
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:** June 1, 2018  
**SUBJECT:** **Approve Agreement for Special Contract Services with Karen McCrary, MFTI to Provide Mental Health Services to Four School Sites for the 2018-2019 School Year**

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

**RATIONALE:** Social and Emotional interventions are a part of the multi-tiered system of support that the District uses to navigate student success. Tier 2 and 3 interventions for behavior involve targeted and intensive behavioral health services to those who are struggling to meet academic, attendance or behavioral standards within the school setting. The District 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. TUSD will contract with Karen McCrary, MFTI, to provide targeted and intensive behavioral health interventions at Willow Community Day School and Duncan Russell Continuation High School, McKinley Elementary, Tracy High and Kimball High Schools; using LCAP funding. 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 career goals; and District Strategic Goal #3: Apply fiscal, operational and community resources to ensure a safe learning environment that supports staff and student goals.

**FUNDING:** The total cost for Karen McCrary, MFTI to provide targeted and intensive Mental Health interventions will not exceed \$35,486. District LCAP funds will pay the expenditures for the services of this contract.

**RECOMMENDATION:** Approve Agreement for Special Contract Services with Karen McCrary, MFTI to Provide Mental Health Services to Four School Sites for the 2018-2019 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 Karen McCary, MFTI, hereinafter referred to as "Contractor," is for consultant or special services to be performed by a non-employee of the District. District and Contractor, herein named, do mutually agree to the following terms and conditions:

1. Contractor shall perform the following duties: \_\_\_\_\_  
Provide Mental Health Counseling at the following sites: Willow/Duncan Russell- 204 hours; McKinley Elementary- 204 hours; Kimball High School- 68 hours; Tracy High School-102 hours. Provider is an MFT Intern, registered with the Board of Behavioral Sciences and will be paid \$60/hr.

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 578 ( ) [] HOURS | | DAYS, under the terms of this agreement at the following location See Above.

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

- a. District shall pay \$60.00 per [] HOUR | | DAY | | FLAT RATE, not to exceed a total of \$34,680.00. 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 \$806.00 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, 2018, and shall terminate on June 30, 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, 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





# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Brian R. Stephens, Superintendent  
**FROM:** Dr. Sheila Harrison, Associate Superintendent of Educational Services  
**DATE:** May 21, 2018  
**SUBJECT:** **Approve Memorandum of Understanding (MOU) between San Joaquin County Office of Education (Math Department) and Villalovoz Elementary School to Provide Professional Development in California's Common Core Standards (CCSS) for Mathematics for the 2018-2019 School Year**

**BACKGROUND:** During the 2018-2019 school year, Villalovoz teachers will continue to focus on the Common Core State Standards (CCSS) for Mathematics. The San Joaquin County Office of Education Math Department will provide the training. The training will be in the form of 6 lesson study modules. The modules will involve all day sessions or lesson studies with the teachers creating and presenting Math Lessons that build upon the common core standards. All training will take place at Villalovoz Elementary School.

**RATIONALE:** The focus is on rigor and relevance. Whether students are going directly to college or into the work force, the CCSS standards will better prepare them for both and that support has to come from their teachers. Students will be held accountable for those standards. The Common Core Standards in Mathematics stipulate modest changes to the content taught at each grade level, but they suggest significant changes in the mathematical practices that go on in each classroom. Teachers of mathematics deserve this opportunity for professional growth, so they can bring those mathematical practices into their classrooms and train others to do the same. This agenda item supports District Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or career goals; and District Strategic Goal #2: Hire, support, develop, train, and sustain District employees who create a singleness of purpose focused on maximizing students' academic, social, and emotional potential.

**FUNDING:** This contract shall not exceed \$6,000. Site Title I funding will pay the expenditures for the services of this contract.

**RECOMMENDATION:** Approve Memorandum of Understanding (MOU) between San Joaquin County Office of Education (Math Department) and Villalovoz Elementary School to Provide Professional Development in California's Common Core Standards (CCSS) for Mathematics for the 2018-2019 School Year.

**Prepared by:** Mrs. Erin Quintana, Principal, Villalovoz Elementary School



**Memorandum of Understanding  
San Joaquin County Office of Education (SJCOE) and  
Louis J. Villalovo Elementary School (VILLALOVOZ)**

This agreement by and between the San Joaquin County Office of Education (Math Department), hereinafter referred to as SJCOE, and Louis J. Villalovo Elementary School, hereinafter referred to as VILLALOVOZ, is for the purpose of providing Professional Development in Common Core State Standards for Mathematics.

The two parties, SJCOE and VILLALOVOZ, mutually agree to the following terms and conditions for the 2018-2019 school year.

**I. SCOPE OF WORK**

Mathematics Professional Development. Services will include six (6) days of Lesson Study.

- September 19,20, 2018
- January 11,15,16,23, 2019

VILLALOVOZ will provide all handout materials and copies as needed for all sessions. VILLALOVOZ will also arrange and provide for any meals during the sessions.

**II. TERMS OF AGREEMENT**

This agreement will be in effect August 1, 2018 – May 31, 2019.

**III. COMPENSATION**

VILLALOVOZ will pay SJCOE \$1,000 for each Lesson Study; total not to exceed \$6,000. Payment will be made upon receipt of invoice and no later than June 30, 2019.

~~Are you, any of your employees or sub-contractors a CalSTRS or CalPERS member?  Yes  No  
If yes, are they paid through a payroll system that reports to both CalSTRS and CalPERS?  Yes  No~~

**IV. CERTIFICATION OF NON-EMPLOYEE STATUS**

A. SJCOE certifies that at all times SJCOE is acting as an independent contractor and not as an employee of VILLALOVOZ. VILLALOVOZ agrees to indemnify and hold harmless the County Superintendent, Board of Education, officers, agents and employees of SJCOE against any and all claims which may result from this agreement.

B. SJCOE agrees to make no claim against VILLALOVOZ for any vacation, sick leave, retirement benefits, social security, medical benefits, workers' compensation benefits, unemployment benefits or any other benefits usually provided to employees and expressly agree that SJCOE is not entitled to such benefits.

**SAN JOAQUIN COUNTY OFFICE OF EDUCATION**

**LOUIS J. VILLALOVOZ ELEMENTARY SCHOOL**

Satinder Singh  
Satinder Singh, Director of Mathematics

\_\_\_\_\_  
Casey J. Goodall, Assistant Superintendent, Business

5/30/2018  
Date

\_\_\_\_\_  
Date

Ronald J. Estes Ed.D, Director of Operations

\_\_\_\_\_  
Erin Quintana, Principal

5/15/2018  
Date

\_\_\_\_\_  
Date



# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Brian R. Stephens, Superintendent  
**FROM:** Dr. Sheila Harrison, Associate Superintendent of Educational Services  
**DATE:** May 31, 2018  
**SUBJECT:** **Approve Agreement for Special Contract Services with Therapeutic Pathways, Inc. for Consultation Services for the 2018-2019 School Year**

**BACKGROUND:** Special Education students may require consultation services from an Autism Specialist as part of their Individual Education Program (I.E.P.). The Board has approved consultation services from Therapeutic Pathways, Inc. in previous school years. The IEP team has agreed that these specialized services are necessary for the 2018-2019 school year. Approval in necessary, so that services continue next school year per the students' IEPs.

**RATIONALE:** The District does not have an Autism Specialist employed; therefore, it is necessary to provide services through a contract arrangement. Therapeutic Pathways, Inc. is a non-public agency that serves many children throughout Central California. Non-public agency contracted services are part of the continuum of services districts must provide to students with exceptional needs. 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 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:** Total contract expenses are shared between the District, San Joaquin County Office of Education (SJCOE) and Valley Mountain Regional Center (VMRC) currently on seven (7) students' cases. The District's share of the total contracted expenses will not exceed \$258,198.24 from July 1, 2018 through June 30, 2019. Funding for non-public agencies is built into our 602 funding base for Special Education and budgeted in account #01-6500-0-5750-1180-5800-800-2542.

**RECOMMENDATION:** Approve Agreement for Special Contract Services with Therapeutic Pathways, Inc. for Consultation Services for the 2018-2019 School Year.

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

# 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 Therapeutic Pathways, 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 consultation for students diagnosed with Autism. Consultation will include teaching strategies and social skills training, picture exchange, communications systems training, behavior management communication strategies, assessments including behavioral and environmental materials, writing goals, goal progress, preparation for/at IEPs and other meetings.

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, [ ] HOURS [ ] DAYS, under the terms of this agreement at the following location any and all school sites in TUSD, and at sites operated by Therapeutic Pathways, Inc.
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
  - a. District shall pay \$ 258,198.24 per [ ] HOUR [ ] DAY [✓] FLAT RATE, not to exceed a total of \$258,198.24 Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
  - b. District [ ] SHALL [✓] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ -0- for the term of this agreement.
  - c. District shall make payment on a [✓] MONTHLY PROGRESS BASIS [ ] SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.
4. The terms of the agreement shall commence on July 1, 2018, and shall terminate on June 30, 2019.
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, Tammy Jalique, at (209) 830-3270 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.
8. Contractor enters into this Agreement as an independent contractor and not as an employee of the District. The Contractor shall have no power or authority by this Agreement to bind the District in any respect except as provided herein. Nothing in this Agreement shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Contractor are employees, agents, contractors or subcontractors of the Contractor and not of the District. The District shall not be obligated in any way to pay any wage claims or other claims made against Contractor by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this Agreement.
  - a. CONTRACTOR shall be required to provide comprehensive general liability insurance coverage in the amount of one million dollars (\$1,000,000.00) combined single limit per occurrence; two million dollars (\$2,000,000.00) general aggregate. A separate additional insured endorsement shall be provided to include the DISTRICT and its officers, officials, employees, agents and volunteers as additional insured in the policy. It is agreed that insurance coverage provided by CONTRACTOR herein is endorsed as primary and noncontributory to any similar insurance or self-insurance carried by DISTRICT. The DISTRICT reserves the right to adjust its insurance requirements as needed.
  - b. Contractor  WILL  WILL NOT have significant contact with students. If applicable, proof of professional liability insurance, to include one million dollars (\$1,000,000.00) per occurrence for Sexual Abuse/Molestation is also required. If applicable, CONTRACTOR will comply with the provisions of Education Code 45125 regarding the submission of fingerprints to the California Department of Justice and the completion of criminal background investigations of the CONTRACTOR and/or its employees.

Contractor agrees to hold harmless and to indemnify District for:

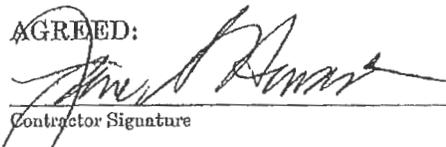
Any injury to person or property sustained by Contractor or by any person, firm or corporation employed directly or indirectly by the Contractor or by any of the individuals participating in or associated with him or her, however caused; and any injury to person or property sustained by any person, firm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

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

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

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

AGREED:

 CEO  
Contractor Signature Title

Tracy Unified School District

IRS Identification Number  
Jane S. Howard, Ph.D., BCBA-D, PSY - CEO

Date

Title

Account Number to be Charged

P.O. Box 5157, Modesto, CA 95352

Department/Site Approval

Address

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 30, 2018  
**SUBJECT:** **Accept Resignations/Retirements/Leave of Absence for Classified, Certificated, and/or Management Employment**

**BACKGROUND:**

**MANAGEMENT RESIGNATION**

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
Padilla, Jesse Assistant Principal, High School	WHS	6/30/18	Personal

**BACKGROUND:**

**CERTIFICATED RESIGNATION**

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
Bacigalupi, Gina LSH	DEC	6/30/18	Personal
Dixon, Hannah LSH	DEC	6/30/18	Personal
Suarez, Jaime Social Science	WHS	6/30/18	Personal
Welch, Traci 4 <sup>th</sup> Grade	JES	6/29/18	Personal
Womack, Cynthia 5 <sup>th</sup> Grade	SWP	5/30/18	Personal

**BACKGROUND:**

**CERTIFICATED RETIREMENT**

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>
Wyrick, Josephine Social Science	SHS	5/25/18

**BACKGROUND:****CLASSIFIED RESIGNATION**

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
Biehl, Lucia Clerk Typist II	Sped Ed	6/1/18	Accepted Assistant to the Director of Special Ed position
Garcia, Pedro Warehouseman/Delivery Driver	Food Svs	6/1/2018	Personal
Garcia Aguilar, Maritza School Supervision Assistant	Villa	5/24/18	Personal
Garcia Aguilar, Maritza Bus Aide	Transp	5/28/18	Personal
Halsted, Kathleen School Supervision Assistant	Villa	5/28/18	Personal
Modderman, Lisa Special Ed Para Educator I	MES	5/28/18	Personal
Pender, Leah School Supervision Assistant	KES	5/28/18	Personal
Pinho, Anais Clerk Typist II	Stein	6/4/18	Personal
Ramzi, Shakila School Supervision Assistant	CES	5/29/18	Personal
Ruiz, Susana Food Service Worker	MES/MVMS	7/13/18	Personal

**BACKGROUND:****CLASSIFIED RETIREMENT**

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>
De Freitas, Carlos Custodian I	MOT/MVMS	7/4/18

**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 30, 2018  
**SUBJECT:** Approve Classified, Certificated, and/or Management Employment

## BACKGROUND:

Barwig, Jennifer

Johnson, Monica

LaCourse, Joanne

Piuser, Adam

Seganti, Craig

## CERTIFICATED

1<sup>st</sup> Grade (Replacement)  
Jacobson Elementary  
Class I, Step 1, "A" \$48,137  
Funding: General Fund

Speech Language Pathologist (Replacement)  
Special Education  
Class V, Step 15, "B" \$73,421  
Funding: Restricted Funds

4<sup>th</sup> Grade (Replacement)  
Hirsch Elementary  
Class III, Step 6, "B" \$57,786  
Funding: General Fund

Mathematics (Replacement)  
Tracy High School  
Class I, Step 1, "A" \$48,137  
Funding: General Fund

English (Replacement)  
West High School  
Class III, Step 14, "B" \$66,260  
Funding: General Fund

## BACKGROUND:

Biehl, Lucia

## CLASSIFIED

Assistant to the Director of Special Ed  
(Replacement)  
Special Ed  
Range 35, Step A - \$18.53 per hour  
8 hours per day  
Funding: SP ED – IDEA BAS GRNT ENTL

Jeanpierre, Brenda	Clerk Typist II (Replacement) North Range 23, Step C - \$15.39 per hour 3 hours per day Funding: General Fund
Lujan, Benjamin	Utility Person III (Replacement) MOT/Monte Vista Range 36, Step A - \$18.95 per hour 8 hours per day Funding: Special Ed transportation, Ongoing and Major Maintenance
Mathews, Tasha	Clerk Typist II (Replacement) South West Park Range 27, Step B - \$16.08 per hour 8 hours per day Funding: Child Care & Dev-Gain MRKT SRVY

**BACKGROUND:**

**COACHES**

Anastasio, Steve	Freshman Boys' Basketball West High School Stipend: \$3,719.15
Clemons, John	Varsity Boys' Basketball West High School Stipend: \$5,578.73
Kuhnlenz, Mike	Varsity Head Football Kimball High School Stipend: \$7,070.42
Johnson, Jamai	Sophomore Boys' Basketball West high School Stipend: \$4,465.00

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

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



# HUMAN RESOURCES MEMORANDUM

**TO:** Dr. Brian Stephens, Superintendent  
**FROM:** Tammy Jalique, Associate Superintendent for Human Resources  
**DATE:** May 15, 2018  
**SUBJECT:** **Receive Peer Assistance and Review Annual Report for the 2017-2018 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 2017-2018 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 2017-2018 school year.

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

## **PEER ASSISTANCE AND REVIEW PROGRAM**

### **2017-2018 Annual Report**

#### **Referred Participants:**

The PAR program served three teachers who were mandatory referrals during the 2017-18 school year. Two of the participants entered the program in the Fall of 2016 and both were recommended to continue for the 2017-2018 school year as mandatory participants. Of these participants, one has been recommended to continue PAR program services through November of 2018. The other participant met the program goals and will be exiting the PAR program this year. The third mandatory participant entered the program in the Fall of 2017. This participant also met program goals, and will be exiting the PAR program this year.

A current voluntary participant will be a mandatory participant for the 2018-2019 school year. In addition, one other teacher will be assigned to PAR as a mandatory participant based on their 2017-2018 final evaluations.

#### **Voluntary Participants:**

During the 2017-18 school year, the PAR program served four voluntary participants. Two of the voluntary participants began services in August of 2016. One has met program goals and will be discontinuing services based on the recommendation of the consulting teacher. The other participant will continue with services through October of 2018 as the consulting teacher working with this participant took a leave of absence during the service period. The third voluntary participant entered the program in October of 2017. This participant will now be a mandatory participant for the 2018-2019 school year as referenced above. The fourth voluntary participant began receiving services in January of 2018 and will continue to receive services in the 2018-2019 school year.

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

On July 25 and 26, 2017, Consulting Teachers had the option to attend *Mentoring Matters: A Practical Guide to Learning-Focused Relationships with Induction Mentors* presented by Lisa Danielson. This two-day training supported Consulting Teachers in building focused relationships with teachers. Consulting Teachers were also trained in using the PAR documentation forms.

A series of six (6) workshop sessions were provided through Staff Development that supported Consulting Teachers in building focused relationships with teachers and in using and completing the PAR program forms. Consulting teachers learned structures, strategies, and tools for mentoring and supporting colleagues in meeting their goals. These sessions provided 'just in time' support for Consulting Teachers to address challenges in working with participating teachers, whether mandatory or voluntary participants.

Participating Consulting Teachers were also provided with the *Mentoring Matters* text.

<b>Workshop dates</b>	<b>Number of Attendees</b>
August 8, 2017 3:30-5:30 PM	4
September 14, 2017 3:30-5:30 PM	3
October 26, 2017 3:30-5:30 PM	3
January 11, 2018 3:30-5:30 PM	3
February 8, 2018 3:30-5:30 PM	2
May 17, 2018 3:30-5:30 PM	TBD

As there is still a need for additional Consulting Teachers to cover all academic content areas and grade levels, applications have been sent to interested 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. This year funds were allocated to provide the *Mentoring Matters* books for all consulting teachers as identified above, to provide a participating teacher and the consulting teacher with *The Art and Science of Teaching* by Marzano to utilize for book study purposes, 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 2018-2019 school year, the Joint Panel recommends:

- All active Consulting Teachers should continue to work with their Participating Teachers (newly identified and continuing) for the 2018-2019 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 Joint Committee should develop training materials that could be used with site administrators and with teachers to inform them about the PAR program and its benefits. The goal would be to present a training for these materials at a Fall 2018 management meeting 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:

Tammy Jalique, Chair (District Rep)

Kimberly Jacobs, (TEA Rep)

Melissa Beattie, District Rep

John Anderson, TEA Rep

Janis Green, TEA Rep



# BUSINESS SERVICES MEMORANDUM

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**TO:** Dr. Brian Stephens, Superintendent  
**FROM:** Dr. Casey Goodall, Associate Superintendent for Business  
**DATE:** May 18, 2018  
**SUBJECT:** Acknowledge Receipt of Administrative Regulation 1330.1 Community Rental of School District Facilities (First Reading)

**BACKGROUND:** Based on years of interactions with multiple outside users procedures have been added in response to issues as they have been identified, Tracy Unified School District has developed a comprehensive administrative regulation governing rental of school facilities. Because the document has slowly grown in response to specific issues, the document became contained duplications and inconsistencies and was disorganized. In response to those duplications and inconsistencies, major revisions were made to the administrative regulation under the guidance from the district's attorney. Those revisions were approved at the beginning of the 2017-18 school year.

**RATIONALE:** The need for additional revisions was identified during the course of the 2017-18. Recommended deletions are stricken through. Recommended additions are printed in red. The revisions also include a recommended 3.5% increase in personnel related fees to reflect a negotiated increase in employee costs that was approved retroactive to July 1 of 2017.

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

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

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



# BUSINESS SERVICES MEMORANDUM

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**TO:** Dr. Brian Stephens, Superintendent  
**FROM:** Dr. Casey Goodall, Associate Superintendent for Business Services  
**DATE:** May 17, 2018  
**SUBJECT:** **Adopt Resolution # 17-32, Authorizing and Defining Names to Sign Orders on School District Funds**

**BACKGROUND:** Pursuant to Education Code Sections 42632 through 42666, the Board of Trustees legally delegates the function of signing of orders on school district funds.

Periodically, the San Joaquin County Office of Education requests an update of the District's authorized signatures whenever there is a change in management staff. At the board meeting of August 8, 2017, the board approved Resolution #17-01, authorizing and/or removing designated employee signatures. Since that time, staffing changes have occurred, resulting in a need to modify the original list.

Pursuant to Education Code Sections 42632 through 42666, and as directed by the San Joaquin County Office of Education, a copy of signed Resolution # 17-32, authorizing and/or removing designated employees signatures, will be mailed to their office following the regularly scheduled Board Meeting of June 12, 2018.

**RATIONALE:** As directed by Education Code Sections 42632 through 42666 and at the recommendation and suggestion of the San Joaquin County Office of Education, a periodic update of Tracy Unified School District authorized signatures is necessary.

**FUNDING:** N/A

**RECOMMENDATION:** Adopt Resolution # 17-32, Authorizing and Defining Names to Sign Orders on School District Funds.

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



**TRACY UNIFIED SCHOOL DISTRICT  
RESOLUTION # 17-32  
Resolution Authorizing and Defining Names to Sign Orders on  
School District Funds**

**WHEREAS**, pursuant to Sections 42632 through 42666, of the Education Code and by resolution, the Board of Trustees of the Tracy Unified School District, appoints as agents, delegates, empowers, and authorizes certain employees of the Tracy Unified School District to sign orders, payroll, payments to vendors, and other official documents on its behalf; and

**WHEREAS**, by Resolution # 97-30, dated May 1998, certain employees were designated and empowered to sign orders on behalf of the Tracy Unified School District,

**NOW, THEREFORE BE IT RESOLVED**, pursuant to Education Code Sections 42632 through 42666, and by Resolution # 17-32, the Board of Trustees of the Tracy Unified School District wishes to define, authorize, include and appoint as agents to sign orders and other official documents as needed on behalf of the Tracy Unified School District:

- Brian Stephens, Superintendent
- Casey J. Goodall, Associate Superintendent, Business Services
- S. Reed Call, Director, Financial Services
- Sheila Harrison, Associate Superintendent, Educational Services
- Tammy Jalique, Associate Superintendent, Human Resources
- Julianna Stocking, Director, Alternative Programs
- Bonny Carter, Director, Facilities Development and Planning
- Jill Carter, Director, School Business Support Services and Purchasing (Purchase orders only)
- Anthony Flores, Director, Maintenance, Operations and Transportation Services (Transportation and Facility Use contracts only)
- Brandy Campbell, Director, Food Services (Food Service contracts only)

**BE IT FURTHER RESOLVED** that a copy of this resolution, duly certified by the Clerk of the Board of the Tracy Unified School District, containing the signatures of the authorized agents, be sent to the San Joaquin County Superintendent of Schools and the Auditor/Controller of San Joaquin County.

**PASSED, ADOPTED, AND CERTIFIED THIS 12<sup>TH</sup> DAY OF JUNE, 2018, BY THE FOLLOWING VOTE:**

**AYES:                      NOES:                      ABSENT:                      ABSTAIN:**

Attest:

\_\_\_\_\_  
President  
Board of Education  
Tracy Unified School District

\_\_\_\_\_  
Clerk  
149  
Board of Education  
Tracy Unified School District



TRACY  
UNIFIED SCHOOL DISTRICT

TRACY UNIFIED SCHOOL DISTRICT  
VERIFICATION OF AUTHORIZED SIGNATURES

\_\_\_\_\_  
BRIAN STEPHENS, SUPERINTENDENT

*Casey J. Goodall*

\_\_\_\_\_  
CASEY J. GOODALL, ASSOCIATE SUPERINTENDENT, BUSINESS SERVICES

*S. Reed Call*

\_\_\_\_\_  
S. REED CALL, DIRECTOR, FINANCIAL SERVICES

*Sheila Harrison*

\_\_\_\_\_  
SHEILA HARRISON, ASSOCIATE SUPERINTENDENT, EDUCATIONAL SERVICES

*Tammy Jalioué*

\_\_\_\_\_  
TAMMY JALIOUÉ, ASSOCIATE SUPERINTENDENT, HUMAN RESOURCES

*Julianna Stocking*

\_\_\_\_\_  
JULIANNA STOCKING, DIRECTOR, ALTERNATIVE PROGRAMS

*Bonny Carter*

\_\_\_\_\_  
BONNY CARTER, DIRECTOR, FACILITIES DEVELOPMENT AND PLANNING

*Jill Carter*

\_\_\_\_\_  
JILL CARTER, DIRECTOR, SCHOOL BUSINESS SUPPORT SERVICES AND  
PURCHASING (Purchase orders only)

*Anthony Flores*

\_\_\_\_\_  
ANTHONY FLORES, DIRECTOR, MAINTENANCE, OPERATIONS AND  
TRANSPORTATION SERVICES (Transportation and Facility Use contracts only)

\_\_\_\_\_  
BRANDY CAMPBELL, DIRECTOR, FOOD SERVICES (Food Service contracts only)

*VERIFICATION:*

I, Dan Arriola, being duly elected, qualified and acting Clerk of the Board of Trustees of the Tracy Unified School District of the County of San Joaquin, State of California, on penalty of perjury, affirm and verify that the above signatures are, of my own knowledge, the true signatures of said persons.



# BUSINESS SERVICES MEMORANDUM

**TO:** Dr. Brian R. Stephens, Superintendent  
**FROM:** Dr. Casey Goodall, Associate Superintendent of Business Services  
**DATE:** May 30, 2018  
**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 2018-2019 school year; therefore, a bid is required to ensure compliance with the State and Federal purchasing guidelines. The deadline for the bid opening was May 23, 2018 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.



# BUSINESS SERVICES MEMORANDUM

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**TO:** Dr. Brian R. Stephens, Superintendent  
**FROM:** Dr. Casey Goodall, Associate Superintendent of Business Services  
**DATE:** June 1, 2018  
**SUBJECT:** Approve the Award of Request for Proposal (RFP) for Tree Services

**BACKGROUND:** Tracy Unified School District Maintenance Department plans to contract for tree removal and trimming services on an as-needed basis for the 2018-2019 school year; therefore, a bid is required to ensure compliance with the State purchasing guidelines. The deadline for the bid opening was May 31, 2018 at 2:00 pm at the District Education Center.

**RATIONALE:** Approval of this multiple-award agenda item gives authorization to the Director of Maintenance, Operations & Transportation to maintain an approved list of qualified contractors for tree removal and trimming services on an as-needed basis, which shall include the three following vendors:

West Coast Arborists, Inc.  
New Image Landscape Company  
Commercial Tree Care

**FUNDING:** Funding will be from Restricted Routine, Repair, and Maintenance (RRM).

**RECOMMENDATION:** Approve the Award of Request for Proposal (RFP) for Tree Services.

**Prepared by:** Jill Carter, Director of School Business Support Service and Purchasing



# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Brian R. Stephens, Superintendent  
**FROM:** Dr. Sheila Harrison, Associate Superintendent of Educational Services  
**DATE:** May 31, 2018  
**SUBJECT:** **Adopt Revisions to Board Policy 6146.1 High School  
Graduation Requirements/Standards of Proficiency (Second Reading)**

**BACKGROUND:** California's State Board of Education adopted the Next Generation Science Standards (NGSS) to replace the 1998 standards, in November 2013. Under the guidance of the Superintendent and his Cabinet and the San Joaquin County Office (SJCOE) of Science, Technology, Engineering and Mathematics (STEM), Tracy Unified School District's (TUSD) 9-12 Science Committee teacher-leaders chose the California Science Framework's 3-course model for high school science. The 3-course model requires one course in biology, one in chemistry, and one in physics, each course integrated with the relevant earth science standards. This is different from the current requirements of a course in biological science, a course in physical science, and one other science course.

**RATIONALE:** The new course sequence for high school science creates a need to update Board Policy 6146.1. TUSD already requires three high school science courses for graduation, so the 3-course model is aligned with current unit requirements. However, the 3-course model requires teaching all the NGSS high school standards, in line with the Framework's direction of "all standards for all students." The required content of each of the three courses has changed and this change requires a revision to the names and content of the science courses required for graduation. 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.

**FUNDING:** There is no cost to this Board Policy revision.

**RECOMMENDATION:** Adopt Revisions to Board Policy 6146.1 High School Graduation Requirements/Standards of Proficiency (Second Reading).

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

**HIGH SCHOOL GRADUATION REQUIREMENTS/  
STANDARDS OF PROFICIENCY**

The Governing Board desires to prepare each student to obtain a diploma of high school graduation in order to provide students with opportunities for postsecondary education and/or employment.

Requirements for graduation and specified alternative means for completing the prescribed course of study shall be made available to students, parents/guardians, and the public. (Education Code 51225.3)

**Graduation Requirements from Tracy’s Comprehensive High Schools**

A student must complete 220 credits and will normally carry a minimum of thirty credits each semester while in school. Passing the California High School Exit Exam is required for graduation. Students must complete the total number of credits in each of the areas listed below:

English	40 credits
Social Studies	30 credits
Science	30 credits
Math	20 credits
Fine Arts or Foreign Language	10 credits
Physical Education	20 credits
Required Course Total	150 credits
Elective Courses	70 credits
TOTAL	220 credits

**For high school students graduating in 2019, 2020, and 2021, three years of science is to include at least one course in biological science and at least one course in physical science. For high school students graduating in 2022 and after, three years of science is to include one course in biology, one course in chemistry, and one course in physics. All science courses must be aligned to the 2013 California Science Standards.**

All students must take and pass at least two years of math while enrolled in high school and one of the two classes must be Algebra I ~~or Integrated Mathematics I (IMP)~~. This requirement may be completed in grade 8. Education Code 51224.5 clarifies that completion of algebra coursework prior to grade 9 may satisfy the algebra coursework

**HIGH SCHOOL GRADUATION REQUIREMENTS/  
STANDARDS OF PROFICIENCY (continued)**

requirement, but does not exempt a student from the requirement to take at least two years of mathematics in grades 9-12.

Students must take four years of English, two of which must address the ninth and tenth grade standards addressed on the California High School Exit Exam.

Beginning with the graduating class of 2008, all students will demonstrate mastery of District identified technology skills.

Foreign exchange students may receive honorary diplomas pursuant to Education Code 51225.5.

Students shall not be required to have resided within the District for any minimum length of time as a condition of high school graduation (Ed Code 51411)

The Golden State Seal Merit Diploma shall be issued to eligible students who meet the criteria as set forth by the State Board of Education.

Students who complete 100 hours or more of documented community service will receive a special notation on their transcript.

Supplemental Instruction shall be offered to any student who does not demonstrate "sufficient progress," as defined in Board policy, toward passing the exit examination. (Education Code 37252, 60851)

Students who successfully complete all of Tracy Unified School District graduation requirements but have not passed the California High School Exit Exam will receive a Certificate of Completion in lieu of a diploma. Students with a Special Education IEP who successfully complete all graduation requirements specified in the IEP but have not passed the California High School Exit Exam shall be eligible for a Certificate of Completion or a diploma, depending upon existing law. Students eligible to receive a Certificate of Completion may participate in all senior activities, including graduation ceremonies, subject to appropriate policies.

**HIGH SCHOOL GRADUATION REQUIREMENTS/ STANDARDS  
OF PROFICIENCY (continued)**

The District may retroactively grant a high school diploma to a former student who was interned by the order of the federal government during World War II or who is an honorably discharged veteran of World War II, the Korean War, or the Vietnam War, provided he/she was enrolled in a District school immediately preceding the internment or military service and he/she did not receive a diploma because his/her education was interrupted due to the internment or military service. (Education Code 51430)

In addition, the Board may retroactively grant a diploma to a deceased former student who satisfies the above conditions. The diploma shall be received by the deceased student's next of kin. (Education Code 51430)

If a student successfully completes the District's graduation requirements while attending a juvenile court school or nonpublic, nonsectarian school or agency, the District shall issue the student a diploma from the school the student last attended. (Education Code 48645.5)

At the beginning of each school year or at the time a student transfers into the District, the Governing Board shall provide written notification to all students in grades 9-12 and to their parents/guardians that each student completing the 12<sup>th</sup> grade shall be required to successfully pass the state's high school exit examination as a condition of graduation. The notification shall include, at a minimum, the date of the examination, the requirements for passing the examination, and the consequences for not passing the examination. (Education Codes 48980, 60850, 60859).

The examination shall be administered in accordance with law, Board Policy, and administrative regulation.

When students do not demonstrate sufficient progress toward passing the exit examination supplemental instruction offered by the District shall be designated to assist students to succeed on the exit examination and shall reflect statewide academic standards to the extent that the District has aligned its curriculum with those standards. (Education Code 60851)

Supplemental instruction shall include summer school instructional programs for students in grades 7-12 who do not demonstrate sufficient progress toward passing the exit examination. (Education Code 37252)

**HIGH SCHOOL GRADUATION REQUIREMENTS/  
STANDARDS OF PROFICIENCY (continued)**

**Limitations:**

1. Except where specified, courses which are repeated earn credit one time only. In the instance where a course is repeated, the second set of grades will be included on the student's permanent record.
2. A maximum of 40 credits from any work experience education may be credited toward graduation requirements. Students may be enrolled in no more than two (2) periods of outside work experience.
3. A maximum of 10 credits from any combination of teacher's aide, office aide, tutor, library aide, etc., may be applied toward graduation. These credits can only be earned during the 11th and/or 12th grade.
4. A maximum of 40 credits of physical education may be credited toward graduation requirements.
5. Units of credit earned at all other accredited schools and correspondence schools may be transferred. Units from correspondence schools must have prior approval of the student's counselor and administrator.
6. By arrangement, and with prior approval, certain units earned concurrently at other institutions may also be accepted toward graduation. ROP/ROC classes and centers are examples and more information can be obtained from the counseling staff.
7. Units of credit earned on independent contract study or home teaching must have prior approval of the student's counselor and administrator.
8. Units of credit earned at non-accredited schools may be accepted provided there is substantial supportive evidence that the units earned conform to the Carnegie standard of earned credit.

**HIGH SCHOOL GRADUATION REQUIREMENTS/ STANDARDS  
OF PROFICIENCY (continued)**

9. Units of credit received through the Tracy Adult School must be earned concurrently and have prior approval of the student's counselor and the adult school administrator or designee to be applied toward graduation from high school.
10. Units of credit earned from an institution of higher learning; i.e., an accredited community college or a four (4) year college; may be considered for graduation only if the following criteria is met:
  - a. The student must be currently enrolled as an eleventh or twelfth grader in high school during the time that the college classes are being taken.
  - b. The student must obtain prior written approval from the high school principal and the junior college/college involved in order for units of college credit to be applied toward high school graduation.
  - c. The student must be enrolled in at least four classes at high school during the semester he/she is concurrently enrolled.
  - d. A maximum of twenty (20) units from the higher institution of learning may be credited toward graduation from high school.
  - e. Consideration for credit transfer will not be granted to former students, who left high school before graduation, or who are not age appropriate for reenrollment.

**Early Graduation from Tracy's Comprehensive High Schools**

American government, economics, and English IV courses shall be primarily limited to twelfth grade students and to students who are age appropriate for twelfth grade. Enrollment of eleventh grade students in Senior required courses will be based on space availability, student grades and attendance, and the ability of the student to graduate early.

Early graduation petitions must be submitted to the site administration by September 10th of the school year that the student intends to graduate. Students must have previously passed the California High School Exit Exam as per the state requirement. Special consideration can be given to hardship cases after the

**HIGH SCHOOL GRADUATION REQUIREMENTS/ STANDARDS  
OF PROFICIENCY (continued)**

September 10th deadline. The petition must be signed by the student, parent/legal guardian, counselor, and school principal, and must include:

1. The rationale for the request to graduate early
2. An action plan for completing the required course work for early graduation
3. A complete record of the student's grades and credits earned to date
4. The attendance record for the student.

Once completed, the petition to graduate early must be submitted to Student Services for review, then to the Board of Trustees for final approval.

Students who graduate at the end of the first semester will not be allowed to participate in second semester Senior activities. The student will be allowed to participate in the graduation ceremonies and post-graduation activities, subject to the approval of the principal. Students, who graduate early, must be in good behavior standing in order to participate in the graduation ceremony and any post-graduation activities.

**Standards of Proficiency**

Students are required to pass the California High School Exit Exam as per the state requirement in order to obtain a diploma.

The Superintendent or designee shall provide remedial instruction for any student who does not show adequate progress toward mastery of basic skills. This instruction may be provided in summer school and shall continue until the student has been given numerous chances to achieve mastery. (Education Code 51216).

Notices to students in grades 9 to 12 shall inform parents/guardians that the student shall not receive a high school diploma unless the prescribed standards are met. (Education Code 51216).

When a student's progress towards proficiency in basic skills does not meet District standards, or the student fails to pass the California High School Exit Exam, the

**HIGH SCHOOL GRADUATION REQUIREMENTS/ STANDARDS  
OF PROFICIENCY (continued)**

principal or designee may arrange a conference in which the student, the parent/guardian and a certificated employee familiar with the student’s progress discuss the assessment results and steps to be taken to assist him/her toward the mastery of basic skills. (Education Code 51216).

**Graduation Requirements from George and Evelyn Stein Continuation High School**

Students must earn 185 credits and complete all required subjects as outlined below. Students will be required to pass the California High School Exit Exam in addition to meeting District credits. Credit requirements are:

**Requirements**

English .....	40 credits
Social Studies .....	30 credits
Science .....	30 credits
Math (including Algebra I or equivalent) .....	20 credits
Fine Arts .....	10 credits
Electives including Physical Education .....	55 credits
Total .....	185 credits

**For high school students graduating in 2019, 2020, and 2021, ¶three years of science is to include at least one course in biological science and at least one course in physical science. For high school students graduating in 2022 and after, three years of science is to include one course in biology, one course in chemistry, and one course in physics. All science courses must be aligned to the 2013 California Science Standards.**

**HIGH SCHOOL GRADUATION REQUIREMENTS/ STANDARDS  
OF PROFICIENCY (continued)**

**Legal Reference:**

EDUCATION CODE

37252 Supplemental instructional programs

48430 Continuation education schools and classes

48645.5 Acceptance of coursework

48980 Notification of parent/guardian

51224 Skills and knowledge required for adult life

51224.5 Algebra instruction

51225.3 Requirements for graduation

51225.5 Honorary diplomas; foreign exchange students

51228 Graduation requirements

51240-51246 Exemptions from requirements

51410-51412 Diplomas

51420-51427 High school equivalency certificates

51450-51455 Golden State Seal Merit Diploma

56390-56392 Recognition for educational achievement, special education

60850-60859 High school exit exam

66204 Certification of high school courses as meeting university admissions criteria

**HIGH SCHOOL GRADUATION REQUIREMENTS/  
STANDARDS OF PROFICIENCY (continued)**

CODE OF REGULATIONS, TITLE 5

1600-1651 Graduation of pupils from grade 12 and credit toward graduation

Management Resources:

CSBA POLICY ADVISORIES

Preparing for the High Stakes of the High School Exit Exam: An Examination of Certificates of Completion, September 2005

Algebra I Requirement: Eligibility for High School Diplomas, March 2004

WEB SITES

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

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



# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Brian R. Stephens, Superintendent  
**FROM:** Dr. Sheila Harrison, Associate Superintendent of Educational Services  
**DATE:** May 30, 2018  
**SUBJECT:** **Acknowledge Revisions to Administrative Regulation 6158(e) Independent Study/Individualized Arrangement (First Reading)**

**BACKGROUND:** *SB 828, Effective June 27, 2016*, clarified that existing law requires a written agreement for each independent study pupil, not to exceed one school year, signed by prescribed individuals, and maintained on file.

**RATIONALE:** Currently, AR 6158(e) states that the duration of the independent study agreement can be in place for a maximum of one semester (or one half year if the school is on a year-round calendar). This time limit creates a large amount of unnecessary work for the independent study teacher, administrator, counselors, students and families because they have to meet twice a year to sign an agreement. In addition, this time limit requires all of the meetings to sign the agreements to happen at the beginning of the semester(s). The proposed change would align AR 6158(e) with the language in CA Ed Code 5147(c)(5) which states, "The duration of the independent study agreement, including the beginning and ending dates for the pupil's participation in independent study under the agreement. No independent study agreement shall be valid for any period longer than one school year" allowing the independent study team to write agreements for up to one year from the time they entered the program. In addition, doing the agreements from date-to-date spreads the meetings to sign the agreements over the entire school year.

**FUNDING:** There is no cost to this Administrative Regulation revision.

**RECOMMENDATION:** Acknowledge Revisions to Administrative Regulation 6158(e) Independent Study/Individualized Arrangement (First Reading).

**Prepared by:** Sam Strube, Director of Adult Education and Career and Technical Education

**INDEPENDENT STUDY/INDIVIDUALIZED  
ARRANGEMENT (Continued)**

**A. Purpose and Scope**

The Governing Board of a school district which maintains an elementary school, secondary school, an opportunity/program, a continuation school, summer school, work experience program, or special education program, may adopt rules and regulations which authorize any pupil enrolled to enroll in an independent study program of the district.

Educational opportunities offered through independent study may include, but are not limited to: (Education Code 51745)

1. Special assignments extending the content of regular courses of instruction
2. Individualized study in a particular area of interest or in a subject not currently available in the regular school curriculum
3. Individualized alternative education designed to teach the knowledge and skills of the core curriculum, but not provided as an alternative curriculum
4. Continuing and special study during travel
5. Volunteer community service activities that support and strengthen student achievement

In addition, when requested by a parent/guardian due to an emergency, vacation, or illness, independent study may be used on a short-term basis to ensure that the student is able to maintain academic progress in his/her regular classes.

No course required for high school graduation shall be offered exclusively through independent study. (Education Code 51745)

**Equivalency**

The District's independent study option shall be substantially equivalent in quality and quantity to classroom instruction to enable participating students to complete the District's adopted course of study within the customary time frame. Students in independent study shall have access to the same services and resources that are available to other students in the school and shall have equal rights and privileges. (5 CCR 11700, 11701.5)

**INDEPENDENT STUDY/INDIVIDUALIZED  
ARRANGEMENT (Continued)**

The District shall not provide independent study students and their parents/guardians with funds or items of value that are not provided for other students and their parents/guardians. (Education Code 46300.6, 51747.3)

**Eligibility for Independent Study**

Provided that experienced certificated staff are available to effectively supervise students in independent study, the Superintendent or designee may approve the participation of a student who demonstrates the motivation, commitment, organizational skills, and academic skills necessary to work independently. A student whose academic performance is not at grade level may participate in independent study only if the school is able to provide appropriate support, such as supplemental instruction, tutoring, counseling, ongoing diagnostic assessments, and/or differentiated materials, to enable the student to be successful. For an elementary student, the Superintendent or designee may consider the parent/guardian's level of commitment to assist the student.

A student participating in independent study must be a resident of the county or an adjacent county. Full-time independent study shall not be available to students whose District residency status is based on their parent/guardian's employment within district boundaries pursuant to Education Code 48204. (Education Code 46300.2, 51747.3)

For a student with disabilities, as defined in Education Code 56026, participation in independent study shall be approved only if his/her individualized education program specifically provides for such participation. (Education Code 51745)

A temporarily disabled student shall not receive individual instruction pursuant to Education Code 48206.3 by means of independent study. (Education Code 51745)

Students age 21 or older, and students age 19 or older who have not been continuously enrolled in school since their 18th birthday, may participate in independent study only through the adult education program for the purpose of enrolling in courses required for a high school diploma by Education Code 51225.3 or the Governing Board. (Education Code 46300.1, 46300.4)

No more than 10 percent of the students enrolled in a continuation high school or opportunity school or program, not including pregnant and parenting students who are

**INDEPENDENT STUDY/INDIVIDUALIZED  
ARRANGEMENT (Continued)**

primary caregivers for one or more of their children, shall be eligible for apportionment credit for independent study. (Education Code 51745)

**B. General**

Independent Study:

1. Definition: The Independent Study Program is an alternative to classroom instruction consistent with the District's course of study.
2. Rationale: There are times when it is in the student's best interest to include in his or her program, the Independent Study Program instead of, regular course assignments.
2. Scope: An individual student or group of students may engage in the Independent Study Program, on or off campus. The Independent Study Program may range from an activity as part of the regular class to an activity completely separate from the regular program.
4. The Independent Study Program or project need not be limited in time or geographical distance from school site.

Independent Study in the schools is an alternative educational program designed to serve students. The program also serves individuals who are over 18 years of age, up to 21.

The Independent Study Program is primarily for young people who are seeking alternatives to a regular high school education and has an acceptable reason for requesting Independent Study, due to the limitation of having only ten percent of the ADA enrolled in this program.

Student work is based on an Independent Study Agreement written by the student and teacher. This agreement governs such specifics as subject area, meeting times, course credit, and evaluation of student work.

Independent Study allows for flexible scheduling of student work. Of the student's "school time," 90% is spent on independent assignments at home, in the field, or on the job. Approximately 10% of the student's "school time" is spent working directly with the teacher, usually once a week. During these sessions, the teacher and student review

**INDEPENDENT STUDY/INDIVIDUALIZED  
ARRANGEMENT (Continued)**

assigned work, evaluate progress, and make necessary modifications in the contract agreements.

1. Supervision: (1) The Tracy Adult School Principal shall serve as the Coordinator of Independent Study and be responsible for the administration and supervision of the Independent Study Program.
2. Coordination: A manual on Independent Study shall be made available to all students, parents, and the Independent Study teacher. The manual shall include guidelines and procedures including the following:
  - a. Identifying students appropriate for the program
  - b. Enrolling students in the program
  - c. Monitoring students' progress
  - d. Evaluating students' learning
3. Written Agreements: (1) Independent Study shall be based on a written agreement signed by the student, the student's parents or legal guardian for minor students, and the certificated supervisor, and any other person who has direct responsibility to provide instructional assistance to the student. (2) This agreement shall include, but not be limited to: (Education Code 51747; 5 CCR 11700)

A written agreement shall be developed and implemented for each student participating in independent study for five or more consecutive school days. (Education Code 46300, 51747)

The agreement shall include general student data, including the student's name, address, grade level, birth date, school of enrollment, and program placement.

The independent study agreement for each participating student also shall include, but not be limited to, all of the following: (Education Code 51747; 5 CCR 11700)

- a. The manner, time, frequency, and place for submitting the student's assignments and for reporting his/her progress
- b. The objectives and methods of study for the student's work and the methods used to evaluate that work
- c. The specific resources, including materials and personnel that will be made available to the student

**INDEPENDENT STUDY/INDIVIDUALIZED  
ARRANGEMENT (Continued)**

- d. A statement of the Board's policy detailing the maximum length of time allowed between an assignment and its completion and the number of missed assignments which will trigger an evaluation of whether the student should be allowed to continue in independent study
- e. The duration of the independent study agreement, including the beginning and ending dates for the student's participation in independent study under the agreement, with a maximum of one semester or one-half year if the school is on a year-round calendar **school year.**
- f. A statement of the number of course credits or, for an elementary student, other measures of academic accomplishment appropriate to the agreement, to be earned by the student upon completion
- g. A statement that independent study is an optional educational alternative in which no student may be required to participate
- h. In the case of a suspended or expelled student who is referred or assigned to any school, class, or program pursuant to Education Code 48915 or 48917, a statement that instruction may be provided through independent study only if the student is offered the alternative of classroom instruction

Before the student begins the independent study, the written agreement shall be signed and dated by the student, the parent/guardian or caregiver of the student if the student is under age 18, the certificated employee responsible for the general supervision of independent study, and all persons who have direct responsibility for providing assistance to the student. (Education Code 51747; 5 CCR 11702)

**D. Monitoring Student Progress**

Independent study students who are late, miss scheduled conferences, or do not submit assigned work on time shall not be reported as tardy or truant.

However, the independent study administrator and/or supervising teacher shall promptly and directly address any failure by the student to meet the terms of his/her written agreement. The following supportive strategies may be used:

1. A letter to the student and/or parent/guardian

**INDEPENDENT STUDY/INDIVIDUALIZED  
ARRANGEMENT (Continued)**

2. A meeting between the student and the teacher and/or counselor
3. A meeting between the student and the independent study administrator, including the parent/guardian if appropriate
4. An increase in the amount of time the student works under direct supervision

When the student has missed the number of assignments specified in the written agreement as precipitating an evaluation, the Superintendent or designee shall conduct an evaluation to determine whether or not independent study is appropriate for the student. This evaluation may result in termination of the independent study agreement and the student's return to a regular school program.

**E. Responsibilities of Independent Study Administrator**

The responsibilities of the independent study administrator shall be to:

1. Ensure that the district's independent study option is operated in accordance with law, Board policy, and administrative regulation and is substantially equal in quality and quantity to the classroom instruction
2. Obtain and maintain current information and skills required for the operation of an independent study program that meets established standards for the District's educational programs
3. Develop and manage the budget for independent study
4. Authorize the selection of certificated staff to be assigned as independent study teachers
5. Supervise any staff assigned to independent study functions that are not regularly supervised by another administrator
6. Approve or deny the participation of students requesting independent study
7. Facilitate the completion of written independent study agreements
8. Assure a smooth transition for students into and out of the independent study mode of instruction

**INDEPENDENT STUDY/INDIVIDUALIZED  
ARRANGEMENT (Continued)**

9. Approve all credits earned through independent study and forward the information to the appropriate staff so that the information becomes part of the student's record
10. Complete or coordinate the preparation of all records and reports required by law, Board policy, or administrative regulation

Assignment and Responsibilities of Independent Study Teachers and subject matter specialists assigned to work with independent study students.

Each student's independent study shall be coordinated, evaluated, and carried out under the general supervision of a certificated employee who consents to the assignment. (Education Code 44865, 51747.5; 5 CCR 11700)

The principal and independent study administrator may recommend and the Superintendent shall approve the assignment of teachers to directly supervise independent study and/or work with students on specific subject matter. The Superintendent or designee shall ensure that independent study teachers have access to professional development and support comparable to classroom-based teachers.

The ratio of student average daily attendance to full-time equivalent certificated employees responsible for independent study shall not exceed the equivalent ratio for all other education programs in the district. (Education Code 51745.6)

The responsibilities of the supervising teacher shall be to:

1. Complete designated portions of the written independent study agreement and add additional information to the written agreement when appropriate
2. Supervise and approve coursework
3. Design lesson plans and make assignments
4. Maintain records of student assignments showing the date the assignment is given and the date the assignment is due
5. Provide direct instruction and counsel as necessary for individual student success
6. Regularly meet with the student to discuss the student's progress

**INDEPENDENT STUDY/INDIVIDUALIZED  
ARRANGEMENT (Continued)**

7. Judge the time value of assigned work or work products completed and submitted by the student
8. Assess student work and determine and assign grades or other approved measures of achievement
9. Select and save representative samples of the student's completed and evaluated assignments for each subject, signed or initialed and dated in accordance with item #3 in the section on "Records" below
10. Maintain a daily or hourly attendance register in accordance with item #4 in the section on "Records" below
11. Maintain any other required records and files on a current basis

F. Records

The Superintendent or designee shall ensure that records are maintained for audit purposes. These records shall include, but not be limited to: (Education Code 51748; 5 CCR 11703)

1. A copy of the Board policy, administrative regulation, and other procedures related to independent study.
2. A separate listing of the students, by grade level, program, and school, who have participated in independent study. This listing shall identify units of the curriculum attempted and units of the curriculum completed by students in grades K-8 and identify course credits attempted by and awarded to students in grades 9-12 and in adult education, as specified in their written agreements.
3. A file of all agreements, with representative samples of each student's work products bearing the supervising teacher's signed or initialed and dated notations indicating that he/she has personally evaluated the work or that he/she has personally reviewed the evaluations made by another certificated teacher.
4. A daily or hourly attendance register, as appropriate to the program in which the students are participating, separate from classroom attendance records, and maintained on a current basis as time values of student work products judged by a certificated teacher, and reviewed by the supervising teacher if they are two different persons.

**INDEPENDENT STUDY/INDIVIDUALIZED  
ARRANGEMENT (Continued)**

The above records shall be maintained for three years, excluding the current fiscal year.

The Superintendent or designee also shall maintain a record of grades and other evaluations issued to each student for independent study assignments.

Each school shall maintain records for the students at that school.

A written record of the findings of any evaluation conducted after the student has missed the number of assignments specified in Board policy shall be treated as a mandatory interim student record which shall be maintained for three years from the date of the evaluation. (Education Code 51747)

**G. Forms Used and Additional References**

Independent Study Agreement

**H. Procedures**

Admission to the Independent Study Program

Consistent with the California Education Code, the following process shall be followed for Independent Study for all schools within the District's schools.

1. The parent/Guardian submits request to Principal (K-8) who contacts the Independent Study office.
2. The parent or guardian and the student (9-12) shall submit a request for participation in the Independent Study Program to the student's counselor.
3. The counselor shall review the student's records, determine the feasibility of Independent Study and submit the student's request to the District Student Assistance Team. The Student Assistance Team will consist of an administrator for District high schools, the student's grade level counselor, the Tracy Adult School Principal, and other support staff as needed. The parent/guardian will be notified of the Student Assistance Team meeting to consider placement of the student in Independent Study and the opportunity for the parent/guardian to be present at the meeting.

**INDEPENDENT STUDY/INDIVIDUALIZED  
ARRANGEMENT (Continued)**

The Student Assistance Team will review each student's request and determine if Independent Study is the appropriate program for the student. Typically, students in grades 9-12 must be enrolled in a comprehensive high school for at least one semester before being considered for the District's Independent Study Program. Exceptions to the one semester enrollment provision will be considered on an individual case by case bases. Entrance criteria for:

4. Independent Study shall include, but is not limited to one or more of the following:
  - a. Inappropriate behavior as documented by administrative records of disciplinary referrals and/or suspensions.
  - b. A pattern of irregular attendance as documented by school attendance records.
  - c. Habitual truancy
  - d. Failing grades as documented by academic records (deficiency notices, report cards, transcripts).
  - e. Temporary or short term medical problems not best served by home teaching
  - f. A genuine economic hardship within the student's immediate family that would prevent him/her from attending school on a full-time basis.

**I. Reports Required**

None

**J. Record Retention**

Records shall be maintained at the school site and shall include, but not be limited to:

- a. A copy of this board policy statement in current condition and pertinent administrative regulations.
- b. A file of all agreements, complete, and incomplete.

**INDEPENDENT STUDY/INDIVIDUALIZED  
ARRANGEMENT (Continued)**

- c. A list of students who have participated in Independent Study which shows the credits/units attempted by and awarded to each student per agreement.
- d. The number of students successfully completing a contract or agreement.
- e. Grade and/or evaluation by units of study comparable to classroom work.
- f. Samples of student work which demonstrate quality and scope of study, especially for a typical student program.
- g. A school history in which the student has experienced difficulty in adapting to the regular curriculum and he/she has no other realistic educational options.
- h. If the Independent Study petition is denied, the parent has the right of appeal to the Director for Student Services. The Director for Student Services will review the appeal and his/her decision shall be final.

Students who are 18 years of age or older and are not currently enrolled in a school within the district will submit their request for Independent Study to the Independent Study Coordinator.

- j. The Local School Attendance Review Board and the District Disciplinary Review Board may also place students in the Independent Study Program.

Once the petition has been approved, the program coordinator shall identify the certificated staff member who will supervise the student's Independent Study Program. The Independent Study teacher shall define the appropriate curriculum under the following guidelines:

1. The student must complete at least 20 hours of homework per week.
2. One (1) credit per subject can be earned by correctly completing assignments that are typically finished in fifteen (15) hours of productive work by the average student.
3. The student must meet with the teacher at least once per week for at least one hour.

**INDEPENDENT STUDY/INDIVIDUALIZED  
ARRANGEMENT (Continued)**

4. Typically, students will be limited to no more than two (2) subjects. However, in certain instances, a student who has demonstrated the ability to work effectively on an individual basis may be allowed to contract for additional.
5. A written curriculum plan must accompany each contract.

**K. Travel Study**

1. Travel study is a short-term independent study agreement arranged on school site by petitioning the counselor or principal. Must be a minimum of 5 consecutive school days.
2. Travel study students must request work from their regular teachers and must submit required assignments to receive credit.
3. Travel study is for a minimum of 5 consecutive school days and up to four weeks (20 school days) or less, unless special circumstances exist in which the principal extends the agreement for an additional 10 school days.
4. Travel study contract must be arranged and approved in advanced 10 school days prior to beginning travel study.
5. Principal has discretion to approve/disapprove contracts in regards to student's attendance and academic performance.
6. Travel Study Contract must be signed and approved by principal and returned to Attendance Office prior to student going on travel. Once the Principal signs your forms the dates cannot be changed.
7. All student work shall be turned in on assigned date of return as per Travel Study Contract.

**L. Responsible Administrative Unit**

Educational Services  
Site Principals  
Adult School Principal

**M. Approved by Administrator of Division**

Assistant Superintendent of Educational Services

TUSD Acknowledged: September 10, 2013



# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Brian R. Stephens, Superintendent  
**FROM:** Dr. Sheila Harrison, Associate Superintendent of Educational Services  
**DATE:** May 30, 2018  
**SUBJECT:** Adopt Revisions to Board Policies and Acknowledge Administrative Regulations (First Reading)

**BACKGROUND:** On October 5, 2017, Governor Jerry Brown signed in to law AB 699, which establishes certain protections for immigrant students in California. AB 699 went into effect on January 1, 2018 and requires that all local educational agencies in California implement additional protections to ensure that all students, regardless of immigration status or country of birth, have the opportunity to pursue their education without undue fear or risk. Part of this process includes the requirement to update discrimination policies. There are several Board Policies and Administrative Regulations identified by CSBA as needing revision to address requirements of AB 699. Some require revision to match current California School Boards Association (CSBA) language or will be adopted as new policies.

**RATIONALE:** The attached policies and administrative regulations required changes to match CSBA guidelines, or are being proposed as new policies to adopt. Unless specifically stated, all of the proposed changes reflect language proposed by the California School Boards Association.

BP/AR	Required Change	Notes
BP 1312.3 Uniform Complaint Procedures	Adopt revised BP 1312.3	There are a few proposed changes that reflect updates in CSBA recommended language as well as requirements under Federal Program Monitoring. Additions are marked in bold. Deletions are marked with a strike through.
BP 5111 Admission	Adopt revised BP 5111	The proposed changes impact most of the language of this BP as it has not been updated since being adopted in 1998. Additions are marked in bold. Deletions are marked with a strike through.
AR 5111 Admission	Acknowledge revised AR 5111	The proposed changes impact much of the language of this AR based on changes to Kindergarten enrollment as well as the new immigration law. Additions are marked in bold. Deletions are marked with a strike through.
AR 5125 Student Records	Acknowledge revised AR 5125	The proposed changes impact most of the language of this AR as it has not been updated since being acknowledged in 1998. Additions

		are marked in bold. Deletions are marked with a strike through.
AR 5125.1 Release of Directory Information	Acknowledge revised AR 5125.1	The proposed changes impact much of the language of this AR. Additions are marked in bold. Deletions are marked with a strike through.
BP 5131.2 Bullying	Adopt revised BP 5131.2	The proposed changes impact most of the language of this BP. Additions are marked in bold. Deletions are marked with a strike through.
BP 5145.13 Response to Immigration Enforcement	Adopt new BP 5145.13 and rescind BP 5145.13 Research on Students	The proposed BP is new, and does not replace any existing BP or AR. The proposed BP exactly replicates the language recommended by CSBA. The language of the rescinded BP 5145.13 Research on Students will be incorporated into new AR6162.8.
AR 5145.13 Response to Immigration Enforcement	Acknowledge new AR 5145.13	The proposed AR is new, and does not replace any existing BP or AR. The proposed AR exactly replicates the language recommended by CSBA.
BP 5145.3 Nondiscrimination/ Harassment	Adopt revised BP 5145.3	The proposed changes impact most of the language of this BP. Additions are marked in bold. Deletions are marked with a strike through.
BP 6162.8 Research	Adopt revised BP 6162.8	The proposed changes reflect updates to match CSBA language. Additions are marked in bold. Deletions are marked with a strike through.
AR 6162.8 Research	Acknowledge new AR 6162.8	The proposed AR is new, and replaces the rescinded BP 5145.13 Research on Students. The proposed AR replicates the language recommended by CSBA with language from the rescinded BP 5145.13 Research on Students to reflect district practices.

**FUNDING:** Not Applicable.

**RECOMMENDATION:** Adopt Revisions to Board Policies and Acknowledge Administrative Regulations (First Reading)

**Prepared by:** Dr. Carol Anderson-Woo, Director of Curriculum, Accountability and Continuous Improvement

## UNIFORM COMPLAINT PROCEDURES

The Governing Board recognizes that the district has the primary responsibility to ensure compliance with applicable state and federal laws and regulations governing educational programs. The Board encourages early resolution of complaints whenever possible. To resolve complaints which may require a more formal process, the Board adopts the uniform system of complaint processes specified in 5 CCR 4600-4670 and the accompanying administrative regulation.

### Complaints Subject to the UCP

The district's uniform complaint procedures (UCP) shall be used to investigate and resolve the following complaints:

1. Any complaint alleging district violation of applicable state or federal law or regulations governing **the programs listed below** ~~adult education programs, after school education and safety programs, migrant education, career technical and technical education and training programs, child care and development programs, child nutrition programs, special education programs, consolidated categorical aid programs,~~ and any other district-implemented program which is listed in Education Code 64000(a) (5 CCR 4610)

All programs and activities that are subject to the UCP:

- Adult Education
- After School Education and Safety
- Agricultural ~~Vocational~~ **Career Technical** Education
- American Indian Education Centers and Early Childhood Education Program Assessments
- Bilingual Education
- California Peer Assistance and Review Programs for Teachers
- Career Technical and Technical Education; Career Technical; Technical Training
- Career Technical Education
- Child Care and Development
- Child Nutrition
- Compensatory Education
- Consolidated Categorical Aid
- Course Periods without Education Content
- Economic Impact Aid
- Education of Pupils in Foster Care, Pupils who are Homeless, and former Juvenile Court Pupils now enrolled in a school district, **and Children of Military Families**
- English Learner Programs
- Every Student Succeeds Act/No Child Left Behind (Titles I-VII)
- Local Control and Accountability Plans (LCAP)
- Migrant Education
- Physical Education Instructional Minutes

## UNIFORM COMPLAINT PROCEDURES

- Pupil Fees
- Reasonable Accommodations to a Lactating Pupil
- Regional Occupational Centers and Programs
- School Safety Plans
- Special Education
- State Preschool
- Tobacco-Use Prevention Education

2. Any complaint alleging the occurrence of unlawful discrimination (such as discriminatory harassment, intimidation, or bullying) against any student, employee, or other person participating in district programs and activities, including, but not limited to, those programs or activities funded directly by or that receive or benefit from any state financial assistance, based on the person's actual or perceived characteristics of race or ethnicity, color, ancestry, nationality, national origin, **immigration status**, ethnic group identification, age, religion, marital **status**, pregnancy, or parental status, physical or mental disability, sex, sexual orientation, gender, gender identity, gender expression, or genetic information, or any other characteristic identified in Education Code 200 or 220, Government Code 11135, or Penal Code 422.55, or based on his/her association with a person or group with one or more of these actual or perceived characteristics (5 CCR 4610)

~~(Nondiscrimination in District Programs and Activities)~~

~~(Nondiscrimination/Harassment)~~

~~(Sexual Harassment)~~

3. Any complaint alleging district noncompliance with the requirement to provide reasonable accommodation to a lactating student on school campus to express breast milk, breastfeed an infant child, or address other breastfeeding-related needs of the student (Education Code 222)

~~(Married/Pregnant/Parenting Students)~~

4. Any complaint alleging district noncompliance with the prohibition against requiring students to pay fees, deposits, or other charges for participation in educational activities (5 CCR 4610)

~~(Fees and Charges)~~

~~(Claims and Actions Against the District)~~

5. Any complaint alleging district noncompliance with legal requirements related to the implementation of the local control and accountability plan (Education Code 52075)

~~(Local Control and Accountability Plan)~~

6. Any complaint, by or on behalf of any student who is a foster youth, alleging district noncompliance with any legal requirement applicable to the student regarding placement

TUSD Adopted: 06.11.13

TUSD Revised 09.12.17

**TUSD Revised 06.26.18**

## UNIFORM COMPLAINT PROCEDURES

decisions, the responsibilities of the district's educational liaison to the student, the award of credit for coursework satisfactorily completed in another school or district, school transfer, or the grant of an exemption from Board-imposed graduation requirements (Education Code 48853, 48853.5, 49069.5, 51225.1, 51225.2)

~~(Education for Foster Youth)~~

7. Any complaint, by or on behalf of a homeless student as defined in 42 USC 11434a, **a former juvenile court school student or a child of a military family as defined in Education Code 49701 who transfers into the district after his/her second year of high school** alleging district noncompliance with any requirement applicable to the student regarding the award of credit for coursework satisfactorily completed in another school or district or the grant of an exemption from Board-imposed graduation requirements (Education Code 51225.1, 51225.2)

~~(Education for Homeless Children)~~

~~8. Any complaint, by or on behalf of a former juvenile court school student who transfers into the district after his/her second year of high school, alleging district noncompliance with any requirement applicable to the student regarding the award of credit for coursework satisfactorily completed in the juvenile court school or the grant of an exemption from Board-imposed graduation requirements (Education Code 51225.1, 51225.2)~~

~~(Education for Juvenile Court School Students)~~

9 ~~8~~. Any complaint alleging district noncompliance with the requirements of Education Code 51228.1 and 51228.2 that prohibit the assignment of a student *in grades 9-12* to a course without educational content for more than one week in any semester or to a course the student has previously satisfactorily completed, without meeting specified conditions (Education Code 51228.3)

~~(Class Assignment)~~

~~10~~ 9. Any complaint alleging district noncompliance with the physical education instructional minutes requirement for students in elementary school (Education Code 51210, 51223)

~~(Physical Education and Activity)~~

~~11~~ 10. Any complaint alleging retaliation against a complainant or other participant in the complaint process or anyone who has acted to uncover or report a violation subject to this policy

~~12~~ 11. Any other complaint as specified in a district policy

The Board recognizes that alternative dispute resolution (ADR) can, depending on the nature of the allegations, offer a process to reach a resolution to the complaint that is acceptable to all parties. ADR such as mediation may be offered to resolve complaints that involve more than one student and no adult. However, mediation shall not be offered or used to resolve any complaint involving sexual assault or where there is a reasonable risk that a party to the mediation would

## UNIFORM COMPLAINT PROCEDURES

feel compelled to participate. The Superintendent or designee shall ensure that the use of ADR is consistent with state and federal laws and regulations.

The district shall protect all complainants from retaliation. In investigating complaints, the confidentiality of the parties involved shall be protected as required by law. For any complaint alleging retaliation or unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), the Superintendent or designee shall keep the identity of the complainant, and/or the subject of the complaint if he/she is different from the complainant, confidential when appropriate and as long as the integrity of the complaint process is maintained.

~~(Unauthorized Release of Confidential/Privileged Information)~~

~~(Student Records)~~

~~(Disclosure of Confidential/Privileged Information)~~

When an allegation that is not subject to the UCP is included in a UCP complaint, the district shall refer the non-UCP allegation to the appropriate staff or agency and shall investigate and, if appropriate, resolve the UCP-related allegation(s) through the district's UCP.

The Superintendent or designee shall provide training to district staff to ensure awareness and knowledge of current law and related requirements, including the steps and timelines specified in this policy and the accompanying administrative regulation.

~~(Staff Development)~~

The Superintendent or designee shall maintain records of all UCP complaints and the investigations of those complaints in accordance with applicable law and district policy.

~~(District Records)~~

### Non-UCP Complaints

The following complaints shall not be subject to the district's UCP but shall be referred to the specified agency: (5 CCR 4611)

1. Any complaint alleging child abuse or neglect shall be referred to the County Department of Social Services, the County Protective Services Division, and the appropriate law enforcement agency.
2. Any complaint alleging health and safety violations by a child development program shall, for licensed facilities, be referred to Department of Social Services and shall, for licensing-exempt facilities, be referred to the appropriate Child Development regional administrator.
- ~~3. Any complaint alleging employment discrimination shall be sent to the California Department of Fair Employment and Housing and the compliance officer shall notify the complainant by first class mail of the transfer.~~

## UNIFORM COMPLAINT PROCEDURES

4 3. Any complaint alleging fraud shall be referred to the **Legal, Audits and Compliance Branch of the** California Department of Education.

**Any complaint alleging employment discrimination or harassment shall be investigated and resolved by the district in accordance with the procedures specified in AR 4030 - Nondiscrimination in Employment.**

~~In addition, the district's Williams Uniform Complaint Procedures, AR 1312.4, shall be used to investigate and resolve~~ Any complaint related to sufficiency of textbooks or instructional materials, emergency or urgent facilities conditions that pose a threat to the health or safety of students or staff, or teacher vacancies and misassignments **shall be investigated and resolved in accordance with the procedures in AR 1312.4 - Williams Uniform Complaint Procedures.** (Education Code 35186)

~~(Williams Uniform Complaint Procedures)~~

Legal Reference:

## EDUCATION CODE

200-262.4 Prohibition of discrimination

222 Reasonable accommodations; lactating students

8200-8498 Child care and development programs

8500-8538 Adult basic education

18100-18203 School libraries

**32280-32289** School safety plan, uniform complaint procedures

**33380-33384 California Indian Education Center**

35186 Williams uniform complaint procedures

**44500-44508 California Peer Assistance and Review Program for Teachers**

48853-48853.5 Foster youth

48985 Notices in language other than English

49010-49013 Student fees

49060-49079 Student records

49069.5 Rights of parents

49490-49590 Child nutrition programs

49701 Interstate Compact on Educational Opportunity for Military Children

51210 Courses of study grades 1-6

51223 Physical education, elementary schools

51225.1-51225.2 Foster youth, homeless children, and former juvenile court school students; **and military-connected students**; course credits; graduation requirements

51226-51226.1 Career technical education

51228.1-51228.3 Course periods without educational content

52060-52077 Local control and accountability plan, especially:

52075 Complaint for lack of compliance with local control and accountability plan requirements

52160-52178 Bilingual education programs

52300-52490 Career technical education

52500-52616.24 Adult schools

TUSD Adopted: 06.11.13

TUSD Revised 09.12.17

**TUSD Revised 06.26.18**

## UNIFORM COMPLAINT PROCEDURES

54400-54425 Compensatory education programs  
 54440-54445 Migrant education  
 54460-54529 Compensatory education programs  
 56000-56867 Special education programs  
 59000-59300 Special schools and centers  
 64000-64001 Consolidated application process  
 GOVERNMENT CODE  
 11135 Nondiscrimination in programs or activities funded by state  
 12900-12996 Fair Employment and Housing Act  
*HEALTH AND SAFETY CODE*  
**104420 Tobacco-Use Prevention Education**  
 PENAL CODE  
 422.55 Hate crime; definition  
 422.6 Interference with constitutional right or privilege  
 CODE OF REGULATIONS, TITLE 2  
 11023 Harassment and discrimination prevention and correction  
 CODE OF REGULATIONS, TITLE 5  
 3080 Application of section  
 4600-4687 Uniform complaint procedures  
 4900-4965 Nondiscrimination in elementary and secondary education programs  
 UNITED STATES CODE, TITLE 20  
 1221 Application of laws  
 1232g Family Educational Rights and Privacy Act  
 1681-1688 Title IX of the Education Amendments of 1972  
 6301-6577 Title I basic programs  
 6801-7014 Title III language instruction for limited English proficient and immigrant students  
 7101-7184 Safe and Drug-Free Schools and Communities Act  
 7201-7283g Title V promoting informed parental choice and innovative programs  
 7301-7372 Title V rural and low-income school programs  
 12101-12213 Title II equal opportunity for individuals with disabilities  
 UNITED STATES CODE, TITLE 29  
 794 Section 504 of Rehabilitation Act of 1973  
 UNITED STATES CODE, TITLE 42  
 2000d-2000e-17 Title VI and Title VII Civil Rights Act of 1964, as amended  
 2000h-2-2000h-6 Title IX of the Civil Rights Act of 1964  
 6101-6107 Age Discrimination Act of 1975  
 CODE OF FEDERAL REGULATIONS, TITLE 28  
 35.107 Nondiscrimination on basis of disability; complaints  
 CODE OF FEDERAL REGULATIONS, TITLE 34  
 99.1-99.67 Family Educational Rights and Privacy Act  
 100.3 Prohibition of discrimination on basis of race, color or national origin  
 104.7 Designation of responsible employee for Section 504  
 CODE OF FEDERAL REGULATIONS, TITLE 34  
 106.8 Designation of responsible employee for Title IX  
 106.9 Notification of nondiscrimination on basis of sex

TUSD Adopted: 06.11.13

TUSD Revised 09.12.17

**TUSD Revised 06.26.18**

**UNIFORM COMPLAINT PROCEDURES**

110.25 Notification of nondiscrimination on the basis of age

Management Resources:

**CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS**

**Sample UCP Board Policies and Procedures**

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

Dear Colleague Letter: Title IX Coordinators, April 2015

~~Questions and Answers on Title IX and Sexual Violence, April 2014~~

Dear Colleague Letter: Bullying of Students with Disabilities, August 2013

~~Dear Colleague Letter: Sexual Violence, April 2011~~

Dear Colleague Letter: Harassment and Bullying, October 2010

Revised Sexual Harassment Guidance: Harassment of Students by School Employees, Other Students, or Third Parties, January 2001

U.S. DEPARTMENT OF JUSTICE PUBLICATIONS

Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, 2002

**WEB SITES**

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

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

Family Policy Compliance Office: <http://familypolicy.ed.gov/>

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

U.S. Department of Justice: <http://www.justice.gov/>

## ADMISSION

### Age of Admittance to ~~Grades K-1~~ **Kindergarten and First Grade**

**At the beginning of each school year, the Superintendent or designee shall enroll any eligible child who will have** ~~A child shall be eligible for enrollment in kindergarten or first grade, at the beginning of the school year or at a later time in the same year, if the child has his/her fifth or sixth birthday on or before September 1 of that year into kindergarten or first grade, as applicable., respectively, on or before one of the following dates:~~ (Education Code 48000, 48010)

1. ~~December 2 of the 2011-12 school year~~
2. ~~November 1 of the 2012-13 school year~~
3. ~~October 1 of the 2013-14 school year~~
4. ~~September 1 of the 2014-15 school year and each school year thereafter~~

Any child who will have his/her fifth birthday **from September 2 through** ~~between the date listed above for the applicable school year and December 2~~ shall be offered a transitional kindergarten (**TK**) program in accordance with law and Board policy. (Education Code 48000)

~~(cf. 5123—Promotion/Acceleration/Retention)  
(cf. 6170.1—Transitional Kindergarten)~~

On a case-by-case basis, a child who reaches age five after the date listed above for the applicable **will turn five years old in a given** school year may be admitted to **enrolled in** kindergarten **or TK** at any time during ~~the~~ **that** school year with the approval of the child's parent/guardian, provided that: (Education Code 48000)

1. The ~~Superintendent or designee~~ **Governing Board** determines that the admittance is in the best interests of the child.
2. The parent/guardian is given information regarding the advantages and disadvantages and any other explanatory information about the effect of this early admittance.

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

**The Superintendent or designee shall make a recommendation to the Board regarding whether a child should be granted** ~~In determining whether a child may be granted early entry to kindergarten. In doing so, the Superintendent or designee may also~~ **shall consider various factors including** the availability of classroom space and any negotiated maximum class size.

TUSD Approved: 06.1991  
TUSD Revised: 12.1991  
TUSD Revised: 11.2011  
TUSD Revised: 08.2012  
**TUSD Revised: 06.26.18**

## ADMISSION

~~(cf. 6151—Class Size)~~

~~(cf. 7111—Evaluating Existing Buildings)~~

### Documentation of Age/Grade

Prior to the admission of a child to kindergarten or first grade, the parent/guardian shall present proof of the child's age. (Education Code 48002)

Evidence of the child's age may include: (Education Code 48002)

1. A certified copy of a birth certificate or a statement by the local registrar or county recorder certifying the date of birth
2. A duly attested baptism certificate
3. A passport
4. **When none of the above documents is obtainable, an affidavit of the parent/guardian**

### 5. Other means prescribed by the Board

~~When none of the foregoing is obtainable, the parent/guardian may provide any other appropriate means of proving the age of the child. (Education Code 48002)~~

~~A student enrolling in a district school at any other grade level shall present records from his/her previous school district documenting his/her age and current grade level.~~

~~(cf. 5125—Student Records)~~

~~(cf. 6146.3—Reciprocity of Academic Credit)~~

**ADMISSION**

The Governing Board encourages the enrollment and appropriate placement of all school-aged children in school. The Superintendent or designee shall inform parents/guardians of children seeking admission to a district school at any grade level about admission requirements and shall assist them with enrollment procedures. ~~believes that all children should have the opportunity to receive educational services. Staff shall encourage parents/guardians to enroll an school-aged children in school.~~

The Superintendent or designee shall **announce and publicize the timeline and process for registration of students at district schools. Applications for intradistrict or interdistrict enrollment shall be subject to the timelines specified in applicable Board policies and administrative regulations** ~~maintain procedures that provide for the verification of all entrance requirements specified in law and in Board policies and regulations.~~

**All appropriate staff shall receive training on district admission policies and procedures, including information regarding the types of documentation that can and cannot be requested.**

**The district's enrollment application shall include information about the health care options and enrollment assistance available to families within the district. The district shall not discriminate against any child for not having health care coverage and shall not use any information relating to a child's health care coverage or his/her interest in learning about health care coverage in any manner that would harm the child or his/her family. (Education Code 49452.9)**

**Verification of Admission Eligibility**

**Before enrolling any child in a district school, the Superintendent or designee shall verify the child's age, residency, immunization, and other applicable eligibility criteria specified in law, the accompanying administrative regulation, or other applicable Board policy or administrative regulation.**

**The district shall not inquire into or request documentation of a student's social security number or the last four digits of the social security number or the citizenship or immigration status of the student or his/her family members. (Education Code 234.7, 49076.7)**

**However, such information may be collected when required by state or federal law or to comply with requirements for special state or federal programs. In any such situation, the information shall be collected separately from the school enrollment process and the Superintendent or designee shall explain the limited purpose for which the information is collected. Enrollment in a district school shall not be denied on the basis of any such information of the student or his/her parents/guardians obtained by the district, or the student's or parent/guardian's refusal to provide such information to the district.**

## ADMISSION

School registration information shall list all possible means of documenting a child's age for grades K-1 as authorized by Education Code 48002 or otherwise prescribed by the Board. Any alternative document allowed by the district shall be one that all persons can obtain regardless of immigration status, citizenship status, or national origin and shall not reveal information related to citizenship or immigrant status.

Legal References:

## EDUCATION CODE:

**234.7 Student protections relating to immigration and citizenship status**

**46300 Computation of average daily attendance, inclusion of kindergarten and transitional kindergarten**

46600 Agreements for admission of pupils desiring interdistrict attendance

48000 Minimum age of admission (kindergarten)

48002 Evidence of minimum age required to enter kindergarten or first grade

48010 Minimum age of admission (first grade)

48011 Admission from kindergarten or other school; minimum age

48050-48053 Nonresidents

48200 Children between ages of 6 and 18 years (compulsory full-time education)

~~48211 Habits and disease~~

~~48221 Physical or mental condition~~

**48350-48361 Open Enrollment Act**

**48645.5 Enrollment of former juvenile court school students**

**48850-48859 Educational placement of homeless and foster youth**

49076 Access to records by persons without written consent or under judicial order

**49076.7 Student records; data privacy; social security numbers**

49408 Information of use in emergencies

**49452.9 Health care coverage options and enrollment assistance**

**49700-49703 Education of children of military families**

## HEALTH &amp; SAFETY CODE:

~~3380-3390—Immunization against communicable diseases~~

**120325-120380 Education and child care facility immunization requirements**

~~121475-121520 3400-3409 Tuberculosis tests for pupils~~

## CODE OF REGULATIONS, TITLE 5

200 Promotion from kindergarten to first grade

201 Admission to high school

## CODE OF REGULATIONS, TITLE 17

6000-6075 School attendance immunization requirements

## UNITED STATES CODE, TITLE 5

552a Note Refusal to disclose social security number

## UNITED STATES CODE, TITLE 42

**ADMISSION**

11431-11435 McKinney-Vento Homeless Assistance Act  
COURT DECISIONS  
Plyler v. Doe, 457 U.S. 202 (1982)

**Management Resources:**

**CSBA PUBLICATIONS**

**Legal Guidance on Providing All Children Equal Access to Education, Regardless of Immigration Status, February 2017**

**CALIFORNIA OFFICE OF THE ATTORNEY GENERAL PUBLICATIONS**

**Promoting a Safe and Secure Learning Environment for All: Guidance and Model Policies to Assist California's K-12 Schools in Responding to Immigration Issues, April 2018**

**U.S. DEPARTMENT OF JUSTICE CIVIL RIGHTS DIVISION AND U.S.**

**DEPARTMENT OF EDUCATION OFFICE FOR CIVIL RIGHTS JOINT**

**PUBLICATIONS**

**Dear Colleague Letter: School Enrollment Procedures, May 8, 2014**

**Fact Sheet: Information on the Rights of All Children to Enroll in School, May 8, 2014**

**Information on the Rights of All Children to Enroll in School: Questions and Answers for States, School Districts and Parents, May 8, 2014**

**WEB SITES**

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

**California Department of Education, Health Care Coverage and Enrollment Assistance:**

**<http://www.cde.ca.gov/ls/he/hc>**

**California Office of the Attorney General: <http://oag.ca.gov>**

**U.S. Department of Education, Office for Civil Rights:**

**<http://www2.ed.gov/about/offices/list/ocr>**

**U.S. Department of Justice: <http://www.justice.gov>**

## STUDENT RECORDS

### A. Purpose and Scope

The governing board supports the need for and usefulness of keeping pupil records for each student which will reflect the physical, emotional, social and academic aspects of a student's development in the educational process.

### B. Definitions

#### **1. Custodian of Records**

The Superintendent or designee shall designate a certificated employee to serve as custodian of records, with responsibility for student records at the district level. At each school, the principal or a certificated designee shall act as custodian of records for students enrolled. The custodian of records shall establish procedures which maintain the confidentiality of information contained in student records. (Code of Regulations, Title 5, 431)

#### **2. Definitions**

"Parent" means a natural parent, adoptive parent, or legal guardian. If parents are divorced or legally separated, only a parent having legal custody of the student may challenge the content of a record, offer a written response to a record, or consent to release records to others. Either parent may grant consent if both parents notify the district, in writing, that such an agreement has been made. (Education Code 49061)

"Pupil" means a person who is or was enrolled in a school. **Student means any individual who is or has been in attendance at the district and regarding whom the district maintains student records. (34 CFR 99.3)**

"School District" means any school district maintaining any of grades kindergarten through twelve (12), any public school providing instruction in any of grades kindergarten through twelve (12). In the immediate case district refers to Tracy Unified School District.

Once a student reaches the age of 18 or attends a postsecondary school, he/she alone shall exercise these rights and grant consent for the release of records. (Education Code 49061)

**Attendance includes, but is not limited to, attendance in person or by paper correspondence, videoconference, satellite, Internet, or other electronic information and telecommunication technologies for students who are not physically present in the classroom, and the period during which a person is working under a work-study program. (34 CFR 99.3)**

## STUDENT RECORDS

~~“Student record” means~~ **Student records are any items of information (in handwriting, print, tape, film, computer, or other medium) gathered within or outside the district that are, other than directory information, directly related to an identifiable student and maintained by the district, or required to be maintained by an school employee in the performance of his/her duties whether recorded in handwriting, print, tapes, film, microfilm, or by other means or maintained by a party acting for the district. Any information maintained for the purpose of second-party review is considered a student record.** ~~The student record shall~~ **Student records include the student's health record.** (Education Code 49061, **49062; 5 CCR 430; 34 CFR 99.3**)

~~“Student record” shall not include informal notes about a student which a school employee keeps for private use and are not revealed to any other person except a substitute.~~ (Education Code 49061)

**Student records do not include: (Education Code 49061, 49062; 5 CCR 430; 34 CFR 99.3)**

- 1. Directory information**
- 2. Informal notes compiled by a school officer or employee which remain in the sole possession of the maker, are used only as a personal memory aid, and are not accessible or revealed to any other person except a substitute employee**
- 3. Records of the law enforcement unit of the district, subject to 34 CFR 99.8**
- 4. Records created or received by the district after an individual is no longer a student and that are not directly related to the individual's attendance as a student**
- 5. Grades on peer-graded papers before they are collected and recorded by a teacher**

~~“Student record” means information relative to a student gathered within or without the school system. Any information maintained for the purpose of second party review is considered a student record.~~ (Code of Regulations, Title 5, Section 430)

~~“Adult student” means a person who is or was enrolled in school and who is at least 18 years of age.~~ (Title 5, Section 430)

~~“Eligible student” means a person 16 years or older or who has completed grade ten.~~ (Title 5, Section 430)

~~“School officials and employees” are Governing Board members, district certificated employees and district administrators.~~

## STUDENT RECORDS

~~A “legitimate educational interest” is one held by officials and employees whose duties and responsibilities to the district require that they have access to student records.~~

~~The following criteria shall be used in determining whether a “school official or employee” has a legitimate educational interest”.~~

- ~~1. Academic development~~
- ~~2. Attendance follow-up~~
- ~~3. Adjustment purposes~~
- ~~4. Emotional development~~
- ~~5. Assessment needs~~

~~The student’s classroom teacher, principal, music teacher, special education teacher, adaptive P.E. teacher, P.E. teacher, and LSH personnel will typically have routine access to student records. Other district certificated personnel shall have access when such persons have direct need to view the contents of the student records. The school principal shall determine whether such persons have a legitimate educational interest in viewing files. Disputes concerning who has access shall be directed to the Superintendent or Director of Student Services.~~

### 3. Types of Records

**Mandatory permanent student records are those records which are maintained in perpetuity and which schools have been directed to compile by state law, regulation, or administrative directive. (5 CCR 430)**

~~A. “Mandatory Permanent Student Records,” which shall be kept indefinitely, include:  
(Title 5, Section 432)~~

- ~~1. Legal name of student.~~
- ~~2. Date and place of birth.~~
- ~~3. Method of verification of birth date.~~
- ~~4. Sex of student.~~
- ~~5. Name and address of parent of minor student.~~
  - ~~a) Address of minor student if different from the above.~~
  - ~~b) Annual verification of parent’s name and address and student’s residence.~~

### STUDENT RECORDS

- ~~6. Entering and leaving date of each school year.~~
- ~~7. Subjects taken during each year, half year, summer session or quarter, and marks or grades given.~~
- ~~8. Verification of required immunizations or waiver.~~
- ~~9. Date of high school graduation or equivalent.~~

**Mandatory interim student records are those records which the schools are directed to compile and maintain for specified periods of time and are then destroyed in accordance with state law, regulation, or administrative directive. (5 CCR 430)**

~~B. "Mandatory Interim Student Records," which may be destroyed after a stipulated length of time, include: (Title 5, Section 432)~~

- ~~1. A log identifying persons or agencies who request or receive information from the student record. Log shall be accessible only to the legal parent or guardian, eligible student, dependent adult student, adult student or custodian of records.~~
- ~~2. Health information, including Child Health Development Disabilities Prevention Program verification or waiver.~~
- ~~3. Information on participation in special education programs, including required tests, case studies, authorizations, and evidence of eligibility for admission or discharge.~~
- ~~4. Language training records.~~
- ~~5. Progress slips/notices required by Education Code 49066 and 49067.~~
- ~~6. Parental stipulations regarding access to directory information.~~
- ~~7. Parent or adult student rejoinders to challenged records and to disciplinary action.~~
- ~~8. Parental authorization or denial of student participation in specific programs.~~
- ~~9. Results of standardized tests given within the past three years.~~

**Permitted student records are those records having clear importance only to the current educational process of the student. (5 CCR 430)**

~~C. "Permitted Records," kept only as currently useful, may include: (Title 5, Section 432)~~

## STUDENT RECORDS

1. ~~Objective counselor/teacher ratings.~~
2. ~~Disciplinary notices and data.~~
3. ~~Verified reports of relevant behavior patterns.~~
4. ~~Standardized test results older than three years.~~
5. ~~Supplementary attendance records~~

**Disclosure means to permit access to, or the release, transfer, or other communication of, personally identifiable information contained in student records to any party, except the party that provided or created the record, by any means including oral, written, or electronic. (34 CFR 99.3)**

**“Access” Access** means a personal inspection and review of a record **or** an accurate copy of a record, or receipt of an accurate copy of a record **or** an oral description or communication of a record, and a request to release a copy of any record. (Education Code 49061)

**Personally identifiable information includes, but is not limited to: (34 CFR 99.3)**

1. **The student's name**
2. **The name of the student's parent/guardian or other family members**
3. **The address of the student or student's family**
4. **A personal identifier, such as the student's social security number, student number, or biometric record (e.g., fingerprints, retina and iris patterns, voiceprints, DNA sequence, facial characteristics, and handwriting)**
5. **Other indirect identifiers, such as the student's date of birth, place of birth, and mother's maiden name**
6. **Other information that, alone or in combination, is linked or linkable to a specific student that would allow a reasonable person in the school community, who does not have personal knowledge of the relevant circumstances, to identify the student with reasonable certainty**
7. **Information requested by a person who the district reasonably believes knows the identity of the student to whom the student record relates**

**Adult student is a person who is or was enrolled in school and who is at least 18 years of age. (5 CCR 430)**

## STUDENT RECORDS

**Parent/guardian means a natural parent, an adopted parent, legal guardian, surrogate parent, or foster parent. (Education Code 49061, 56050, 56055)**

### ~~4. Retention and Destruction of Student Records~~

~~No additions except routine updating shall be made to a student's record after high school graduation or permanent departure without prior consent of the parent or adult student. (Title 5, Section 437)~~

~~Mandatory permanent student records shall be kept in perpetuity. Unless forwarded to another district, mandatory interim student records may be destroyed three years after determining that their usefulness has ceased or that the student has left the district. Permitted student records may be destroyed when their usefulness ceases. They may be destroyed six months after the student completes or withdraws from the educational program. (Title 5, Section 437)~~

~~Records shall be destroyed in a way that guarantees they will not be viewed by the public. (Title 5, Section 437)~~

### ~~5. Access to Student Records~~

**Legitimate educational interest is an interest held by any school official, employee, contractor, or consultant whose duties, responsibilities, or contractual obligations to the district, whether routine or as a result of special circumstances, require him/her to have access to student records.**

**School officials and employees are officials or employees whose duties and responsibilities to the district, whether routine or as a result of special circumstances, require that they have access to student records.**

**Contractor or consultant is anyone with a formal written agreement or contract with the district regarding the provision of services or functions outsourced to him/her by the district. Contractor or consultant shall not include a volunteer or other party. (Education Code 49076)**

~~The custodian of records shall be~~ **Custodian of records is the employee responsible for the security of student records maintained by the district and shall assure for devising procedures for assuring that access to such records is limited to authorized persons. (Title 5, Section 433) (5 CCR 433)**

**County placing agency means the county social service department or county probation department. (Education Code 49061)**

### Custodian of Records

## STUDENT RECORDS

- a) ~~The District Superintendent and Director of Student Services is hereby designated as custodian of pupil records. The address of the custodian is 315 E. 11<sup>th</sup> Street, Tracy, CA (California Administrative Code, Title 5 431,433)~~
- ~~1. The Custodian is charged with district-wide responsibility for implementing governing board policies and administrative regulations relating to pupil records.~~
  - ~~2. The custodian shall be responsible for security of pupil records and shall devise procedures for assuring that access to such records is limited to authorized persons.~~
  - ~~3. The custodian of records or a designated certificated employee shall be responsible during the inspection for interpretation of the records where necessary and for prevention of their alteration, damage or loss.~~
- b. ~~In each school, the principal, or a certificated employee designated by the principal, is responsible for implementations of governing board policies and administrative regulations relating to pupil records maintained in that school.~~

### Persons Granted Absolute Access

**In accordance with law, absolute access to any student records shall be granted to:**

- 1. Parents/guardians of students younger than age 18 years, including the parent who is not the student's custodial parent (Education Code 49069; Family Code 3025)**
- 2. An adult student, or a student under the age of 18 years who attends a postsecondary institution, in which case the student alone shall exercise rights related to his/her student records and grant consent for the release of records (34 CFR 99.3, 99.5)**
- 3. Parents/guardians of an adult student with disabilities who is age 18 years or older and has been declared incompetent under state law (Education Code 56041.5)**

### Access for Limited Purpose/Legitimate Educational Interest

**The following persons or agencies shall have access to those particular records that are relevant to their legitimate educational interest or other legally authorized purpose:**

- 1. Parents/guardians of a student age 18 or older who is a dependent child as defined under 26 USC 152 (Education Code 49076; 34 CFR 99.31)**

### STUDENT RECORDS

2. **Students who are age 16 or older or who have completed the 10th grade (Education Code 49076; 34 CFR 99.31)**
3. **School officials and employees, consistent with the definition provided in the section "Definitions" above (Education Code 49076; 34 CFR 99.31)**
4. **Members of a school attendance review board (SARB) who are authorized representatives of the district and any volunteer aide age 18 or older who has been investigated, selected, and trained by the SARB to provide follow-up services to a referred student (Education Code 49076)**
5. **Officials and employees of other public schools, school systems, or postsecondary institutions where the student intends or is directed to enroll, including local, county, or state correctional facilities where educational programs leading to high school graduation are provided, or where the student is already enrolled, as long as the disclosure is for purposes related to the student's enrollment or transfer (Education Code 49076; 34 CFR 99.31)**

**Unless the annual parent/guardian notification issued pursuant to Education Code 48980 includes a statement that the district may disclose students' personally identifiable information to officials of another school, school system, or postsecondary institution where the student seeks or intends to enroll, the Superintendent or designee shall, when such a disclosure is made, make a reasonable attempt to notify the parent/guardian or adult student at his/her last known address, provide a copy of the record that is disclosed, and give the parent/guardian or adult student an opportunity for a hearing to challenge the record. (34 CFR 99.34)**

6. **The Student Aid Commission, to provide the grade point average (GPA) of all district students in grade 12 and, when requested, verification of high school graduation or its equivalent of all students who graduated in the prior academic year, for use in the Cal Grant postsecondary financial aid program. However, such information shall not be submitted when students opt out or are permitted by the rules of the Student Aid Commission to provide test scores in lieu of the GPA. (Education Code 69432.9, 69432.92)**

**No later than October 15 each year, the Superintendent or designee shall notify each student in grade 12, and his/her parents/guardians if the student is under age 18 years, that the student's GPA will be forwarded to the Student Aid Commission unless he/she opts out within a period of time specified in the notice, which shall not be less than 30 days. (Education Code 69432.9)**

**Students' social security numbers shall not be included in the submitted**

## STUDENT RECORDS

information unless the Student Aid Commission deems it necessary to complete the financial aid application and the Superintendent or designee obtains permission from the student's parent/guardian, or from the adult student, to submit the social security number. (Education Code 69432.9)

7. Federal, state, and local officials, as needed for an audit, evaluation, or compliance activity related to a state or federally funded education program and in accordance with a written agreement developed pursuant to 34 CFR 99.35 (Education Code 49076; 34 CFR 99.3, 99.31, 99.35)
8. Any county placing agency acting as an authorized representative of a state or local educational agency which is required to audit or evaluate a state or federally supported education program pursuant to item #7 above (Education Code 49076)
9. Any person, agency, or organization authorized in compliance with a court order or lawfully issued subpoena (Education Code 49077; 5 CCR 435; 34 CFR 99.31)

Unless otherwise instructed by the court, the Superintendent or designee shall, prior to disclosing a record pursuant to a court order or subpoena, give the parent/guardian or adult student at least three days' notice of the name of the requesting agency and the specific record requested, if lawfully possible within the requirements of the judicial order. (Education Code 49077; 5 CCR 435; 34 CFR 99.31)

10. Any district attorney who is participating in or conducting a truancy mediation program or participating in the presentation of evidence in a truancy petition (Education Code 49076)
11. A district attorney's office for consideration against a parent/guardian for failure to comply with compulsory education laws (Education Code 49076)
12. Any probation officer, district attorney, or counsel of record for a minor student for the purposes of conducting a criminal investigation or an investigation in regards to declaring the minor student a ward of the court or involving a violation of a condition of probation, subject to evidentiary rules specified in Welfare and Institutions Code 701 (Education Code 49076)

When disclosing records for these purposes, the Superintendent or designee shall obtain written certification from the recipient of the records that the information will not be disclosed to another party without prior written consent of the student's parent/guardian or the holder of the student's educational rights, unless specifically authorized by state or federal law. (Education Code 49076)

**STUDENT RECORDS**

- 13. Any judge or probation officer for the purpose of conducting a truancy mediation program for a student or for the purpose of presenting evidence in a truancy petition pursuant to Welfare and Institutions Code 681 (Education Code 49076)**

**In such cases, the judge or probation officer shall certify in writing to the Superintendent or designee that the information will be used only for truancy purposes. Upon releasing student information to a judge or probation officer, the Superintendent or designee shall inform, or provide written notification to, the student's parent/guardian within 24 hours. (Education Code 49076)**

- 14. A foster family agency with jurisdiction over a currently enrolled or former student; short-term residential treatment program staff responsible for the education or case management of a student; or a caregiver who has direct responsibility for the care of a student, including a certified or licensed foster parent, an approved relative or nonrelated extended family member, or a resource family, as defined (Education Code 49076)**

**Such individuals shall have access to the student's current or most recent records of grades, transcripts, attendance, discipline, online communication on platforms established by schools for students and parents/guardians, and any individualized education program or Section 504 plan developed and maintained by the district (Education Code 49069.3)**

- 15. A student age 14 years or older who is both a homeless student and an unaccompanied minor as defined in 42 USC 11434a (Education Code 49076)**

- 16. An individual who completes items #1-4 of the caregiver's authorization affidavit pursuant to Family Code 6552 and signs the affidavit for the purpose of enrolling a minor in school (Education Code 49076)**

- 17. A caseworker or other representative of a state or local child welfare agency or tribal organization that has legal responsibility for the care and protection of a student, provided that the information is directly related to providing assistance to address the student's educational needs (Education Code 49076; 20 USC 1232(g))**

- 18. Appropriate law enforcement authorities, in circumstances where Education Code 48902 requires that the district provide special education and disciplinary records of a student with disabilities who is suspended or expelled for committing an act violating Penal Code 245 (Education Code 48902, 49076)**

**STUDENT RECORDS**

When disclosing such records, the Superintendent or designee shall obtain written certification by the recipient of the records as described in item #12 above. (Education Code 49076)

19. Designated peace officers or law enforcement agencies in cases where the district is authorized by law to assist law enforcement in investigations of suspected criminal conduct or kidnapping and a written parental consent, lawfully issued subpoena, or court order is submitted to the district, or information is provided to it indicating that an emergency exists in which the student's information is necessary to protect the health or safety of the student or other individuals (Education Code 49076.5; 34 CFR 99.1-99.67)

In such cases, the Superintendent or designee shall provide information about the identity and location of the student as it relates to the transfer of that student's records to another public school district or California private school. (Education Code 49076.5)

When disclosing records for the above purposes, the Superintendent or designee shall obtain the necessary documentation to verify that the person, agency, or organization is a person, agency, or organization that is permitted to receive such records.

Any person, agency, or organization granted access is prohibited from releasing information to another person, agency, or organization without written permission from the parent/guardian or adult student unless specifically allowed by state law or the federal Family Educational Rights and Privacy Act. (Education Code 49076)

In addition, the parent/guardian or adult student may provide written consent for access to be granted to persons, agencies, or organizations not afforded access rights by law. The written consent shall specify the records to be released and the party or parties to whom they may be released. (Education Code 49075)

Only a parent/guardian having legal custody of the student may consent to the release of records to others. Either parent/guardian may grant consent if both parents/guardians notify the district, in writing, that such an agreement has been made. (Education Code 49061)

~~Access to parents shall be provided within five days, during school hours. (Education Code 49069)~~

~~Persons, agencies or organizations not afforded access rights may be granted access only through written permission of the adult student or the parent. (Education Code 49075)~~

~~Access to student records and information shall not be denied to a parent because he/she is not the child's custodian parent. (Family Code 3025)~~

## STUDENT RECORDS

~~Those granted access are prohibited from releasing information to another person or agency without written permission from the parent or adult student (age 18 or older). (Education Code 49076)~~

~~Certificated personnel will be available to interpret records where appropriate. (Title 5, Section 431)~~

~~Parents of currently enrolled or former pupils shall have an absolute right during regular business hours to access of any and all pupil records related to their children which are maintained by the district. Neither the pupil record, nor any part thereof, shall be withheld or edited. If the pupil records contained information on more than one student, the parent may inspect and review or be informed of only the specific information which pertains to that pupil.~~

~~The following persons or agencies shall have access to student records:~~

- ~~1. Natural parents, adoptive parents, or legal guardians of students younger than age 18. Upon request, qualified certificated staff will be available to interpret the records. (Education Code 49069)~~
- ~~2. Adult students (age 18 or older). (Education Code 49061)~~
- ~~3. Those so authorized in compliance with a court order. (Education Code 49077) If lawfully possible, the district shall first give the parent or adult student three days' notice, telling who is requesting what records. (Title 5, Section 435)~~
- ~~4. The service of the subpoena by district attorneys or probation officers for the purpose of causing the employee to produce a school record pertaining to any pupil may be complied with by such employee, in lieu of personal appearance as a witness in the proceedings, by submitting to the court, other agency issuing the subpoena, at the accompanied by an affidavit certifying that such copy is a true copy of the original record on file in the school or school office. A copy of the record shall be in the form of a Photostat, microfilm, micro card, or miniature photograph or other photographic copy of reproduction or an enlargement thereof.~~

~~The following persons or agencies shall have access to those particular records which are relevant to the legitimate educational interests of the requester:~~

- ~~1. Natural parents, adoptive parents or legal guardians of a dependent student age 18 or older. (Education Code 49076)~~
- ~~2. Student 16 or older or who have completed the 10<sup>th</sup> grade. (Education Code 49076)~~
- ~~3. School officials and employees. (Education Code 49076)~~

## STUDENT RECORDS

4. ~~School attendance and review board members and involved school officials and employees. (Education Code 49076)~~
5. ~~Officials or employees of other public schools or school systems where educational programs leading to high school graduation are provided. (Education Code 49076)~~
6. ~~Federal, state and local officials, as needed for program audits or compliance with law. (Education Code 49076)~~
7. ~~County child welfare services workers responsible for the case plan of a minor who is being placed in foster care. (Welfare and Institutions Code 16010)~~
8. ~~The custodian of pupil records may permit access to pupil records during regular school hours to any person for whom a pupil's parent has executed written consent specifying the records to be released and identifying the party or class of parties to whom the records may be released.~~
9. ~~The written consent required of paragraph (a) of this regulation must be signed and dated by the parent or eligible student and shall include:~~

~~A specification of the records to be disclosed;  
The purpose or purposes of the disclosure; and  
The party or class of parties to whom the disclosure may be made.~~

~~The recipient must be notified that the transmission of the information to others without the written consent of the parent is prohibited.~~

~~The consent notices shall be kept permanently with the pupil record.~~

~~Upon request, the district shall provide the parent with a copy of the record which is disclosed.~~

~~Upon written request, peace officers designated by their law enforcement agency shall receive information about the transfer of a student's records to another district or private school within the state, or to a district within another state, when authorized by law to assist in suspected kidnapping investigations. (Education Code 49076.5)~~

## Permitted Access

~~Parental consent is not required when information is shared with other persons within educational institutions, agencies or organizations obtaining access, so long as those persons have a legitimate interest in the information. (Education Code 49076)~~

## STUDENT RECORDS

~~The district may release information from student records to the following: (Education Code 49076)~~

- ~~1. Appropriate persons in an emergency if health and safety are at stake.~~
- ~~2. Agencies or organizations in connection with students application for financial aid.~~
- ~~3. Accrediting associations~~
- ~~4. Organizations conducting studies on behalf of educational institutions or agencies, as limited by Education Code 49076.~~
- ~~5. Officials and employees of private schools or school systems where the student is enrolled or intends to enroll, subject to the parental rights in Education Code 49068.~~

~~County elections officials may have access to information for the purpose of identifying students eligible to register to vote and offering such students an opportunity to register. (Education Code 49076)~~

### Discretionary Access

**At his/her discretion, the Superintendent or designee may release information from a student's records to the following:**

- 1. Appropriate persons, including parents/guardians of a student, in an emergency if the health and safety of the student or other persons are at stake (Education Code 49076; 34 CFR 99.31, 99.32, 99.36)**

**When releasing information to any such appropriate person, the Superintendent or designee shall record information about the threat to the health or safety of the student or any other person that formed the basis for the disclosure and the person(s) to whom the disclosure was made. (Education Code 49076; 34 CFR 99.32)**

**Unless it would further endanger the health or safety of the student or other persons, the Superintendent or designee shall inform the parent/guardian or adult student within one week of the disclosure that the disclosure was made, of the articulable and significant threat to the health or safety of the student or other individuals that formed the basis for the disclosure, and of the parties to whom the disclosure was made.**

- 2. Accrediting associations (Education Code 49076; 34 CFR 99.31)**

**STUDENT RECORDS**

3. **Under the conditions specified in Education Code 49076 and 34 CFR 99.31, organizations conducting studies on behalf of educational institutions or agencies for the purpose of developing, validating, or administering predictive tests, administering student aid programs, or improving instruction, provided that: (Education Code 49076; 34 CFR 99.31)**
  - a. **The study is conducted in a manner that does not permit personal identification of parents/guardians and students by individuals other than representatives of the organization who have legitimate interests in the information.**
  - b. **The information is destroyed when no longer needed for the purposes for which the study is conducted.**
  - c. **The district enters into a written agreement with the organization that complies with 34 CFR 99.31.**
4. **Officials and employees of private schools or school systems where the student is enrolled or intends to enroll, subject to the rights of parents/guardians as provided in Education Code 49068 and in compliance with 34 CFR 99.34 (Education Code 49076; 34 CFR 99.31, 99.34)**
5. **Local health departments operating countywide or regional immunization information and reminder systems and the California Department of Public Health, unless the parent/guardian has requested that no disclosures of this type be made (Health and Safety Code 120440)**
6. **Contractors and consultants having a legitimate educational interest based on services or functions which have been outsourced to them through a formal written agreement or contract by the district, excluding volunteers or other parties (Education Code 49076)**
7. **Agencies or organizations in connection with the student's application for or receipt of financial aid, provided that information permitting the personal identification of a student or his/her parents/guardians for these purposes is disclosed only as may be necessary to determine the eligibility of the student for financial aid, determine the amount of financial aid, determine the conditions which will be imposed regarding the financial aid, or enforce the terms or conditions of the financial aid (Education Code 49076; 34 CFR 99.31, 99.36)**
8. **County elections officials for the purpose of identifying students eligible to register to vote or offering such students an opportunity to register, subject to the provisions of 34 CFR 99.37 and under the condition that any information provided on this basis shall not be used for any other purpose or**

**STUDENT RECORDS**

transferred to any other person or agency (Education Code 49076; 34 CFR 99.31, 99.37)

When disclosing records for the above purposes, the Superintendent or designee shall obtain the necessary documentation to verify that the person, agency, or organization is a person, agency, or organization that is permitted to receive such records.

**De-identification of Records**

When authorized by law for any program audit, educational research, or other purposes, the Superintendent or designee may release information from a student record without prior consent of the parent/guardian or adult student after the removal of all personally identifiable information. Prior to releasing such information, the Superintendent or designee shall make a reasonable determination that the student's identity is not personally identifiable, whether through single or multiple releases and taking into account other reasonably available information. (Education Code 49074, 49076; 34 CFR 99.31)

**Process for Providing Access to Records**

Student records shall be maintained in a central file at the school attended by the student or, when records are maintained at different locations, a notation shall be placed in the central file indicating where other records may be found. Parents/guardians shall be notified of the location of student records if not centrally located. (Education Code 49069; 5 CCR 433)

The custodian of records shall be responsible for the security of student records and shall ensure that access is limited to authorized persons. (5 CCR 433)

The custodian of records shall develop reasonable methods, including physical, technological, and administrative controls, to ensure that school officials and employees obtain access to only those student records in which they have legitimate educational interests. (34 CFR 99.31)

To inspect, review, or obtain copies of student records, authorized persons shall submit a request to the custodian of records. Prior to granting the request, the custodian of records shall authenticate the individual's identity. For any individual granted access based on a legitimate educational interest, the request shall specify the interest involved.

When required by law, the parent/guardian shall provide written, signed, and dated consent before the district discloses the student record. Such consent may be given through electronic means in those cases where it can be authenticated. The district's consent form shall specify the records that may be disclosed, state the purpose of the

**STUDENT RECORDS**

disclosure, and identify the party or class of parties to whom the disclosure may be made. Upon request by the parent/guardian, the district shall provide him/her a copy of the records disclosed. (34 CFR 99.30)

If the parent/guardian refuses to provide written consent for the release of student information, the Superintendent or designee shall not release the information, unless it is otherwise subject to release based on a court order or a lawful subpoena.

Within five business days following the date of request, a parent/guardian or other authorized person shall be granted access to inspect, review, and obtain copies of student records during regular school hours. (Education Code 49069)

Qualified certificated personnel shall be available to interpret records when requested. (Education Code 49069)

The custodian of records or the Superintendent or designee shall prevent the alteration, damage, or loss of records during inspection. (5 CCR 435)

**Access Log**

~~For each student's record, the school custodian of records shall keep a log identifying all persons, agencies or organizations requesting or receiving information from the record. The log does not have to be signed by: (Education Code 49064)~~

**A log shall be maintained for each student's record which lists all persons, agencies, or organizations requesting or receiving information from the records and the legitimate educational interest of the requester. (Education Code 49064)**

**In every instance of inspection by persons who do not have assigned educational responsibility, the custodian of records shall make an entry in the log indicating the record inspected, the name of the person granted access, the reason access was granted, and the time and circumstances of inspection. (5 CCR 435)**

**The custodian of records shall also make an entry in the log regarding any request for records that was denied and the reason for the denial.**

**The log shall include requests for access to records by:**

1. Parents/guardians or adult students.
2. Students **who are** 16 years of age or older who have completed the tenth grade.
3. Parties obtaining district-approved directory information.

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4. Parties who provide written parental consent.—~~In this~~ **in which** case, the consent notice shall be filed with the *record pursuant to Education Code 49075*.
5. School officials or employees who have legitimate educational interest.
6. **Law enforcement personnel seeking to enforce immigration laws**

**The log shall be accessible only to the parent/guardian, adult student, dependent adult student, student who is age 16 years or older or who has completed the 10th grade, The log may be inspected by a parent, the school custodian of records, and certain state/federal officials. (Education Code 49064; 5 CCR 432)**

### Duplication of Student Records

**To provide copies of any student record, the district shall charge a reasonable fee not to exceed the actual cost of providing the copies. No charge shall be made for providing up to two transcripts or up to two verifications of various records for any former student. No charge shall be made to locate or retrieve any student record. (Education Code 49065)**

### Changes to Student Records

**Only a parent/guardian having legal custody of a student or an adult student may challenge the content of a record or offer a written response to a record. (Education Code 49061)**

**No additions except routine updating shall be made to a student's record after high school graduation or permanent departure without prior consent of the parent/guardian or adult student. (5 CCR 437)**

**A student's legal name or gender as entered on the mandatory student record required pursuant to 5 CCR 432 shall only be changed with proper documentation. However, at the written request of a student or, if appropriate, his/her parents/guardians, the district shall use the student's preferred name and pronouns consistent with his/her gender identity on all other district-related documents.**

### Retention and Destruction of Student Records

**All anecdotal information and assessment reports maintained as student records shall be dated and signed by the individual who originated the data. (5 CCR 431)**

**The following mandatory permanent student records shall be kept indefinitely: (5 CCR 432, 437)**

1. **Legal name of student**

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2. **Date and place of birth and method of verifying birth date**
3. **Sex of student**
4. **Name and address of parent/guardian of minor student**
  - a. **Address of minor student if different from the above**
  - b. **Annual verification of parent/guardian's name and address and student's residence**
5. **Entrance and departure dates of each school year and for any summer session or other extra session**
6. **Subjects taken during each year, half-year, summer session, or quarter, and marks or credits given**
7. **Verification of or exemption from required immunizations**
8. **Date of high school graduation or equivalent**

**Mandatory interim student records, unless forwarded to another district, shall be maintained subject to destruction during the third school year after the school year in which they originated, following a determination that their usefulness has ceased or the student has left the district. These records include: (Education Code 48918, 51747; 5 CCR 432, 437, 16027)**

1. **Expulsion orders and the causes therefor**
2. **A log identifying persons or agencies who request or receive information from the student record**
3. **Health information, including verification or waiver of the health screening for school entry**
4. **Information on participation in special education programs, including required tests, case studies, authorizations, and evidence of eligibility for admission or discharge**
5. **Language training records**
6. **Progress slips/notices required by Education Code 49066 and 49067**
7. **Parental restrictions/stipulations regarding access to directory information**

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8. Parent/guardian or adult student rejoinders to challenged records and to disciplinary action
9. Parent/guardian authorization or denial of student participation in specific programs
10. Results of standardized tests administered within the past three years
11. Written findings resulting from an evaluation conducted after a specified number of missed assignments to determine whether it is in a student's best interest to remain in independent study

Permitted student records may be destroyed six months after the student completes or withdraws from the educational program, including: (5 CCR 432, 437)

1. Objective counselor and/or teacher ratings
2. Standardized test results older than three years
3. Routine disciplinary data
4. Verified reports of relevant behavioral patterns
5. All disciplinary notices
6. Supplementary attendance records

Records shall be destroyed in a way that assures they will not be available to possible public inspection in the process of destruction. (5 CCR 437)

**Transfer of Student Records**

When a student transfers into this district from any other school district or a private school, the Superintendent or designee shall inform the student's parent/guardian of his/her rights regarding student records, including the right to review, challenge, and receive a copy of student records. (Education Code 49068; 5 CCR 438)

When a student transfers into this district from another district, the Superintendent or designee shall request that the student's previous district provide any records, either maintained by that district in the ordinary course of business or received from a law enforcement agency, regarding acts committed by the transferring student that resulted in his/her suspension or expulsion. (Education Code 48201)

When a student transfers from this district to another school district or to a private

## STUDENT RECORDS

school, the Superintendent or designee shall forward a copy of the student's mandatory permanent record within 10 school days of the district's receipt of the request for the student's records. The original record or a copy shall be retained permanently by this district. If the transfer is to another California public school, the student's entire mandatory interim record shall also be forwarded. If the transfer is out of state or to a private school, the mandatory interim record may be forwarded. Permitted student records may be forwarded to any other district or private school. (Education Code 48918, 49068; 5 CCR 438)

Upon receiving a request from a county placing agency to transfer a student in foster care out of a district school, the Superintendent or designee shall transfer the student's records to the next educational placement within two business days. (Education Code 49069.5)

All student records shall be updated before they are transferred. (5 CCR 438)

Student records shall not be withheld from the requesting district because of any charges or fees owed by the student or parent/guardian. (5 CCR 438)

If the district is withholding grades, diploma, or transcripts from the student because of his/her damage or loss of school property, this information shall be sent to the requesting district along with the student's records.

### 7. Notification of Parent/Guardians

Upon **any student's** initial enrollment and at the beginning of each year thereafter, the ~~district~~ **Superintendent or designee** shall notify parents/**guardians** in writing ~~that they may inspect and review student records during regular school hours with the help of certificated staff when requested. Insofar as practicable, these notices shall be written in the student's home language. Parents shall also be told where they can be informed about:~~ **of their rights related to student records. If 15 percent or more of the students enrolled in the district speak a single primary language other than English, then the district shall provide these notices in that language. Otherwise, the district shall provide these notices in the student's home language insofar as practicable. The district shall effectively notify parents/guardians or eligible students with disabilities.** (Education Code 49063, 48985; 34 CFR 99.7)

The notice shall include: (Education Code 49063; 34 CFR 99.7, 99.34)

1. ~~What~~ **The types of students records are kept by the district and the information contained therein.**
2. ~~The location of all official student records.~~

## STUDENT RECORDS

2. The title(s) of the official(s) responsible for maintaining the records.
3. The location of the log identifying those who request information from the each type of records.
4. District criteria for defining school officials and employees and for determining legitimate educational interest.
5. District policies for reviewing and expunging student records.
6. **The right to inspect and review student records and the procedures for doing so**
7. ~~District procedures for challenging the content of student records.~~ The right to challenge and the procedures for challenging the content of a student record that the parent/guardian or student believes to be inaccurate, misleading, or otherwise in violation of the student's privacy rights
8. The cost, if any, charged for ~~reproducing~~ **duplicating** copies of records.
9. The categories of information defined as directory information pursuant to Education Code 49073.
10. **The right to consent to disclosures of personally identifiable information contained in the student's records except when disclosure without consent is authorized by law**
11. **Availability of the curriculum prospectus developed pursuant to Education Code 49091.14 containing the titles, descriptions, and instructional aims of every course offered by the school**
12. Any other rights and requirements set forth in Education Code 49060-49078, and the right of the parents to file a complaint with the United States Department of Health, Education, and Welfare concerning an alleged failure by the district to comply with ~~the provisions of Section 438 of the Federal Education Provisions Act (20 U.S.C.A. 1232g)~~ **20 USC 1232g.**
13. ~~The availability of qualified certificated personnel to interpret records when requested. (Education Code 49069)~~
14. A statement that the district forwards education records to other agencies or institutions that request the records and in which the student seeks or intends to enroll or is already enrolled as long as the disclosure is for purposes related to the student's enrollment

**STUDENT RECORDS**

In addition, the annual parental notification shall include a statement that a student's citizenship status, immigration status, place of birth, or any other information indicating national origin will not be released without parental consent or a court order.

**Student Records from Social Media**

For the purpose of gathering and maintaining records of students' social media activity, the Superintendent or designee shall: (Education Code 49073.6)

1. Gather or maintain only information that pertains directly to school safety or student safety
2. Provide a student with access to any information that the district obtained from his/her social media activity and an opportunity to correct or delete such information
3. Destroy information gathered from social media and maintained in student records within one year after a student turns 18 years of age or within one year after the student is no longer enrolled in the district, whichever occurs first
4. Notify each parent/guardian that the student's information is being gathered from social media and that any information maintained in the student's records shall be destroyed as provided in item #3 above. The notification shall also include, but is not limited to, an explanation of the process by which a student or his/her parent/guardian may access the student's records for examination of the information gathered or maintained and the process by which removal of the information may be requested or corrections to the information may be made. The notification may be provided as part of the annual parental notification required pursuant to Education Code 48980.
5. If the district contracts with a third party to gather information on a student from social media, ensure that the contract:
  - a. Prohibits the third party from using the information for purposes other than those specified in the contract or from selling or sharing the information with any person or entity other than the district, the student, or his/her parent/guardian
  - b. Requires the third party to destroy the information immediately upon satisfying the terms of the contract, or when the district notifies the third party that the student has turned 18 years of age or is no longer enrolled in the district, whichever occurs first

**STUDENT RECORDS****8. Reproduction of Student Records**

~~To provide copies of any student record, the district shall charge a reasonable fee not to exceed the actual cost of reproducing, handling and mailing (if necessary). No charge shall be made for furnishing up to two transcripts or up to two verifications of various records for any former student. No charge shall be made to locate or retrieve any student record. (Education Code 49065)~~

~~The Superintendent or designee shall set the fee and update the amount yearly if actual costs change.~~

**9. Transfer of Student Records**

~~When a student transfers to another school district or to a private school, this district shall forward a copy of his/her mandatory permanent records as requested by the other district or private school. The original or a copy shall be retained permanently by this district. (Title 5, Section 438)~~

~~Mandatory interim records also shall be sent upon request to other California public school districts. Mandatory interim records may also be sent to out of state or private schools requesting them. (Title 5, Section 438)~~

~~Permitted records may be sent to any other public school district or private school. (Title 5, Section 438)~~

~~All student records shall be updated before they are transferred. (Title 5, Section 438)~~

~~If the student transfers into the district from any other school district or a private school, this district shall inform the parent of his/her right to receive a copy of the permanent record received from the former school. The parent shall be informed of his/her right to have a hearing in which to challenge the contents of that record. (Title 5, Section 438)~~

~~If the student transfers out of state, the custodian of student records shall notify the parents at their last known address of their right to review, challenge, and receive a copy of the student records, if desired. (34 CFR, Part 99.34)~~

~~Student records shall not be withheld from the requesting district because of any charges or fees owed by the student or parent. (Title 5, Section 438)~~

~~If the district is withholding grades, diploma or transcripts from the student because of his/her damage or loss of school property, this information shall be sent to the requesting district along with the student's records.~~

**D. Forms Used and Additional References**

**STUDENT RECORDS**

~~Log of Access to Records~~

- ~~1. A record for each individual pupil shall be maintained in a central file at the school attended by the pupil, or when records are maintained in different locations, a notation shall be placed in the central file indicating where such records may be found.~~
- ~~2. Pupil records shall be stored in locked containers or rooms.~~
- ~~3. All anecdotal information and assessment reports maintained as pupil records must be dated and signed by the individual who originated the record.~~
- ~~4. Each school principal shall keep on file a record of enrollment and scholarship for each pupil currently enrolled in that school.~~

**E. Reports Required**

None

**F. Record Retention**

Permanent Records

Log

**G. Responsible Administrative Unit**

Educational Services Division

Student Services

School Principals

**H. Approved By:**

The Assistant Superintendent of Educational Services

**RELEASE OF DIRECTORY INFORMATION**

**Directory information means information contained in a student record that would not generally be considered harmful or an invasion of privacy if disclosed. Such student information includes: (Education Code 49061; 20 USC 1232g; 34 CFR 99.3)**

1. Name
2. Address
3. Telephone number
4. Email address
5. Date of birth
6. Major field of study
7. Participation record in officially recognized activities and sports
8. Weight and height of athletic team members
9. Dates of attendance
10. Degrees and awards received
11. Most recent previous school attended

**Directory information does not include a student's social security number or student identification number. However, for purposes of accessing or communicating in electronic systems, directory information may include a student identification number, user identification, or other personal identifier used by the student provided that the identifier cannot be used to gain access to education records except when used in conjunction with a personal identification number, password, or other factor known or possessed only by the authorized user. (34 CFR 99.3)**

**Directory information also does not include a student's citizenship status, immigration status, place of birth, or any other information indicating national origin.**

**A.—Notification to Parents/Guardians**

At the beginning of each school year, all parents/guardians shall be notified as to what the categories of directory information the school or district plans to release and the recipients of the information. The notification shall also inform parents/guardians of their right to refuse to let the district designate any or all types of information as directory information, **how to refuse release**, and the period of time within which a parent/guardian must notify the district in writing that he/she does not want a certain category of information designated as directory information. (Education Code 49063, 49073; 20 USC 1232g; 34 CFR 99.37)

TUSD Acknowledged: 08.27.13

TUSD Revision: 09.27.13

**TUSD Revision 06.26.18**

## RELEASE OF DIRECTORY INFORMATION

**In addition, the annual parental notification shall include a statement that directory information does not include citizenship status, immigration status, place of birth, or any other information indicating national origin and that the district will not release such information without parental consent or a court order.**

The Superintendent or designee shall notify parents/guardians that they may request that the district not release the name, address, and telephone number of their child to military recruiters, employers, or institutions of higher education without prior written consent. (20 USC 7908)

**B, Definition**

~~Directory information means information contained in a student record that would not generally be considered harmful or an invasion of privacy if disclosed. Such student information includes: (Education Code 49061; 20 USC 1232g; 34 CFR 99.3)~~

- ~~1. Name~~
- ~~2. Address~~
- ~~3. Telephone number~~
- ~~4. Email address~~
- ~~5. Date of birth~~
- ~~6. Major field of study~~
- ~~7. Participation record in officially recognized activities and sports~~
- ~~8. Weight and height of athletic team members~~
- ~~9. Dates of attendance~~
- ~~10. Degrees and awards received~~
- ~~11. Most recent previous school attended~~

~~Directory information does not include a student's social security number or student identification number. However, directory information may include a student identification number, user identification, or other personal identifier used by the student for purposes of accessing or communicating in electronic systems provided that the identifier cannot be used to~~

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**TUSD Revision 06.26.18**

## RELEASE OF DIRECTORY INFORMATION

~~gain access to education records except when used in conjunction with a personal identification number, password, or other factor known or possessed only by the authorized user. (34 CFR 99.3)~~

### Parent/Guardian Consent

**No directory information of a student identified as a homeless child or youth as defined in 42 USC 11434a shall be released, unless the parent/guardian, or the student if he/she is 18 years or older, has provided written consent that directory information may be released. For any other student,** directory information shall not be released ~~regarding any student whose~~ **if his/her** parent/guardian notifies the district in writing that such information not be disclosed without the parent/guardian's prior consent. (Education Code 49073; 20 USC 1232g, 7908)

For a former student, the district shall continue to honor any valid request to opt out of the disclosure of directory information made while the student was in attendance at the district, unless the opt-out request has been rescinded. (34 CFR 99.37)

### **B. General**

~~Based on its determination of the best interest of the student, the district's designee, may limit or deny the release of specific directory information to any public or private nonprofit organization. (Education Code 49073)~~

~~Directory information may be released to the following:~~

- ~~1. Federal, state and local governmental agencies~~
- ~~2. Representatives of the news media, including but not limited to newspapers, magazines and radio and television stations.~~
- ~~3. Employers or perspective employers~~
- ~~4. Nonprofit youth organizations~~

~~No information may be released to a private profit-making entity other than employers, prospective employers and representatives of the news media.~~

~~Under no circumstances shall directory information be disclosed to a private profit-making entity other than employers, prospective employers, and representatives of the news media. Private schools and colleges may be given the names and addresses of 12th grade students and students who are no longer enrolled provided they use this information only for purposes directly related to their institution's academic or professional goals. (Education Code 49073)~~

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TUSD Revision: 09.27.13

**TUSD Revision 06.26.18**

RELEASE OF DIRECTORY INFORMATION

~~C. Forms Used and Additional References~~

~~Log~~

~~D. Procedures~~

- ~~1. Directory information can be released by schools under specified guidelines.~~
- ~~2. All other student information can only be released as per guidelines in Board Policy 5125 and Administration Regulation 5125.2~~

~~E. Reports Required~~

~~None~~

~~F. Record Retention~~

~~Permanent~~

~~G. Responsible Administrative Unit~~

~~Education Services Division  
Student Services  
School Principals~~

~~H. Approved by:~~

~~Assistant Superintendent of Educational Services~~

## BULLYING PREVENTION POLICY

The Tracy Unified School District believes that all students have a right to a safe and healthy school environment. The Governing Board recognizes the harmful effects of bullying on student learning and school attendance and desires to provide a safe school environments that protects students from physical and emotional harm. District employees shall establish student safety as a high priority and shall not tolerate bullying of any student. ~~The district, schools, and community have an obligation to promote the six pillars of character: Trustworthiness, Respect, Responsibility, Fairness, Caring, and Citizenship.~~

No student **individual** or group of students shall, through physical, written, verbal, or other means, harass, sexually harass, threaten, intimidate, **retaliate**, cyberbully, cause bodily injury to, or commit hate violence against any other student or school personnel.

### Definition

**Cyberbullying includes the electronic creation or transmission of harassing communications, direct threats, or other harmful texts, sounds, or images as defined in Education Code 48900. Cyberbullying also includes breaking into another person's electronic account and assuming that person's identity in order to damage that person's reputation.**

The Tracy Unified School District will not tolerate bullying which shall be defined as:

~~“Bullying” means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, and including one or more acts committed by a pupil or group of pupils as defined in Section 48900.2, 48900.3, or 48900.4, directed toward one or more pupils that has or can be reasonably predicted to have the effect of one or more of the following:~~

~~(A) Placing a reasonable pupil or pupils in fear of harm to that pupil's or those pupils' person or property.~~

~~(B) Causing a reasonable pupil to experience a substantially detrimental effect on his or her physical or mental health.~~

~~(C) Causing a reasonable pupil to experience substantial interference with his or her academic performance.~~

~~(D) Causing a reasonable pupil to experience substantial interference with his or her ability to participate in or benefit from the services, activities, or privileges provided by a school.~~

~~(2) (A) “Electronic act” means the transmission, by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager, of a communication, including, but not limited to, any of the following:~~

~~(i) A message, text, sound, or image.~~

## BULLYING PREVENTION POLICY

~~(ii) A post on a social network Internet Web site, including, but not limited to:~~

~~(I) Posting to or creating a burn page. "Burn page" means an Internet Web site created for the purpose of having one or more of the effects listed in paragraph (1).~~

~~(II) Creating a credible impersonation of another actual pupil for the purpose of having one or more of the effects listed in paragraph (1). "Credible impersonation" means to knowingly and without consent impersonate a pupil for the purpose of bullying the pupil and such that another pupil would reasonably believe, or has reasonably believed, that the pupil was or is the pupil who was impersonated.~~

~~(III) Creating a false profile for the purpose of having one or more of the effects listed in paragraph (1). "False profile" means a profile of a fictitious pupil or a profile using the likeness or attributes of an actual pupil other than the pupil who created the false profile.~~

~~(B) Notwithstanding paragraph (1) and subparagraph (A), an electronic act shall not constitute pervasive conduct solely on the basis that it has been transmitted on the Internet or is currently posted on the Internet.~~

~~(3) "Reasonable pupil" means a pupil, including, but not limited to, an exceptional needs pupil, who exercises average care, skill, and judgment in conduct for a person of his or her age, or for a person of his or her age with his or her exceptional needs.~~

### **Bullying Prevention**

Strategies for **addressing** bullying prevention and intervention in district schools shall be developed with involvement of key stakeholders, **including students, parents/guardians, and staff, and may be incorporated into the** in accordance with law, Board policy, and administrative regulation governing the development of comprehensive safety plans, and shall be incorporated into such plans **the local control and accountability plan, and other applicable district and school plans.**

**As appropriate, the Superintendent or designee may collaborate with law enforcement, courts, social services, mental health services, other agencies, and community organizations in the development and implementation of joint strategies to promote safety in schools and the community and to provide services for alleged victims and perpetrators of bullying.**

To the extent possible, district and schools strategies shall focus on *the* prevention of bullying by establishing clear rules for student conduct and **implementing** strategies to ~~establish~~ **promote** a positive, collaborative school climate. Students shall be informed, through student handbooks and other appropriate means, of district and school rules related to bullying, mechanisms available for reporting incidents or threats, and the consequences for ~~perpetrators of~~ **engaging in** bullying.

*As appropriate, the district may* **shall** provide students with instruction, in the classroom or other educational settings, that promotes **social-emotional learning**, effective communication and

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TUSD Revised 06.26.18

## BULLYING PREVENTION POLICY

conflict resolution skills, social skills, character/values education, respect for cultural and individual differences, self-esteem development, assertiveness skills, and appropriate online behavior.

**Such instruction shall also educate students about the negative impact of bullying, discrimination, intimidation, and harassment based on actual or perceived immigration status, religious beliefs and customs, or any other individual bias or prejudice.**

~~School staff shall receive related professional development, including information about early warning signs of harassing/intimidating behaviors and effective prevention and intervention strategies.~~

**The Superintendent or designee shall provide training to teachers and other school staff to raise their awareness about the legal obligation of the district and its employees to prevent discrimination, harassment, intimidation, and bullying of district students. Such training shall be designed to provide staff with the skills to:**

- 1. Discuss the diversity of the student body and school community, including their varying immigration experiences**
- 2. Discuss bullying prevention strategies with students, and teach students to recognize the behavior and characteristics of bullying perpetrators and victims**
- 3. Identify the signs of bullying or harassing behavior**
- 4. Take immediate corrective action when bullying is observed**
- 5. Report incidents to the appropriate authorities, including law enforcement in instances of criminal behavior**

Based on an assessment of bullying incidents at school, the Superintendent or designee may increase supervision and security in areas where bullying most often occurs, such as classrooms, playgrounds, hallways, restrooms, cafeterias.

### **Intervention**

~~The Tracy Unified School District expects students and/or staff to immediately report incidents of bullying to the principal or designee. Staff members are expected to immediately intervene when they see a bullying incident occur. Each complaint of bullying shall be promptly investigated. This policy applies to students whose behavior is related to school activity, students on school grounds, while traveling to and from school or a school-sponsored activity, during the lunch period, whether on or off campus, and during a school-sponsored activity.~~

**Students are encouraged to notify school staff when they are being bullied or suspect that another student is being victimized. In addition, the Superintendent or designee shall develop means for students to report threats or incidents confidentially and anonymously.**

## BULLYING PREVENTION POLICY

**School staff who witness an act of bullying shall immediately intervene to stop the incident when it is safe to do so. (Education Code 234.1)**

~~As~~ **When appropriate based on the severity or pervasiveness of the bullying**, the Superintendent or designee shall notify the parents/guardians of victims and perpetrators.—~~He/she also~~ **and** may involve school counselors, mental health counselors, and/or **contact** law enforcement.

**The Superintendent, principal, or principal's designee may refer a victim, witness, perpetrator, or other student affected by an act of bullying to a school counselor, school psychologist, social worker, child welfare attendance personnel, school nurse, or other school support service personnel for case management, counseling, and/or participation in a restorative justice program as appropriate. (Education Code 48900.9)**

### **Complaints and Investigation Reporting and Filing of Complaints**

~~Students may submit to a teacher or administrator a verbal or written complaint of conduct they consider to be bullying. Complaints of bullying shall be investigated and resolved in accordance with site level grievance procedures specified in AR 5131.2 – Bullying Prevention.~~

~~When a student is reported to be engaging in bullying off campus, the Superintendent or designee shall investigate and document the activity and shall identify specific facts or circumstances that explain the impact or potential impact on school activity, school attendance, or the targeted student's educational performance.~~

**Any student, parent/guardian, or other individual who believes that a student has been subjected to bullying or who has witnessed bullying may report the incident to a teacher, the principal, a compliance officer, or any other available school employee. Within one business day of receiving such a report, a staff member shall notify the principal of the report, whether or not a uniform complaint is filed. In addition, any school employee who observes an incident of bullying involving a student shall, within one business day, report his/her observation to the principal or a district compliance officer, whether or not the alleged victim files a complaint.**

**Within two business days of receiving a report of bullying, the principal shall notify the district compliance officer identified in AR 1312.3 - Uniform Complaint Procedures.**

When the circumstances involve cyber-bullying, individuals with information about the activity shall be encouraged to save and print any electronic or digital messages ~~sent to them~~ that they feel constitute cyberbullying and to notify a teacher, the principal, or other employee so that the matter may be investigated. ~~If the student is using~~ **When a student uses** a social networking site or service **to bully or harass another student** that has terms of use that prohibit posting of harmful material, the Superintendent or designee also may file a complaint with the Internet site or service **a request with the networking site or service to suspend the privileges of the student and** to have the material removed.

## BULLYING PREVENTION POLICY

**When a report of bullying is submitted, the principal or a district compliance officer shall inform the student or parent/guardian of the right to file a formal written complaint in accordance with AR 1312.3. The student who is the alleged victim of the bullying shall be given an opportunity to describe the incident, identify witnesses who may have relevant information, and provide other evidence of bullying.**

### **Investigation and Resolution of Complaints**

**Any complaint of bullying shall be investigated and, if determined to be discriminatory, resolved in accordance with law and the district's uniform complaint procedures specified in AR 1312.3.**

**If, during the investigation, it is determined that a complaint is about nondiscriminatory bullying, the principal or designee shall inform the complainant and shall take all necessary actions to resolve the complaint.**

### **Discipline**

~~Any student who engages in bullying on school premises, or off campus in a manner that causes or is likely to cause a substantial disruption of a school activity or school attendance, shall be subject to discipline, which may include suspension or expulsion, in accordance with district policies and regulations.~~

~~Teachers should discuss this policy with their students in age appropriate ways and should assure them that they need not endure any form of bullying. Students who bully are in violation of this policy and are subject to disciplinary action up to and including expulsion.~~

~~Tracy Unified School District will adopt a Student Code of Conduct to be followed by every student.~~

~~The Student Code of Conduct includes, but is not limited to:~~

~~Any student who engages in bullying may be subject to disciplinary action up to and including expulsion.~~

~~Students are expected to immediately report incidents of bullying to the principal or staff. Students can rely on staff to promptly investigate each complaint of bullying in a thorough and confidential manner.~~

~~If the complainant student or the parent of the student feels that appropriate resolution of the investigation or complaint has not been reached, the student or the parent of the student should contact the principal. If the complaint is not resolved at the school site/principal level the Office of Student Services should be contacted (830-3280). The school system prohibits retaliatory behavior.~~

## BULLYING PREVENTION POLICY

against any complainant or any participant in the complaint process.

The procedures for intervening in bullying behavior include, but are not limited, to the following: All staff, students, and their parents will receive a summary of this policy prohibiting bullying at the beginning of the school year, as part of the student handbook and/or information packet, as part of new student orientation, and as part of the school system's notification to parents.

The school will make reasonable efforts to keep a report of bullying and the results of the investigation confidential.

Staff are expected to immediately intervene when they see a bullying incident occur. People witnessing or experiencing bullying are encouraged to report the incident. Such reporting will not reflect on the victim or witnesses in any way.

**Corrective actions for a student who commits an act of bullying of any type may include counseling, behavioral intervention and education, and, if the behavior is severe or pervasive as defined in Education Code 48900, may include suspension or expulsion in accordance with district policies and regulations.**

**Any employee who permits or engages in bullying or retaliation related to bullying shall be subject to disciplinary action, up to and including dismissal.**

Legal Reference:

EDUCATION CODE

200-262.4 Prohibition of discrimination

32261 Intergovernmental Agencies School Safety

32282 Comprehensive safety plan

**32283.5 Bullying; online training**

35181 Governing board policy on responsibilities of students

35291-35291.5 Rules

35294.2 School Safety Plan

48900-48925 Suspension or expulsion

48985 Translation of notices

PENAL CODE

**422.55 Definition of hate crime**

647 Use of camera or other instrument to invade person's privacy; misdemeanor

647.7 Use of camera or other instrument to invade person's privacy; punishment

653.2 Electronic communication devices, threats to safety

**CODE OF REGULATIONS, TITLE 5**

**4600-4687 Uniform complaint procedures**

UNITED STATES CODE, TITLE 47

254 Universal service discounts (e-rate)

TUSD Adopted 02.13.13

TUSD Revised 06.26.18

## BULLYING PREVENTION POLICY

**CODE OF FEDERAL REGULATIONS, TITLE 28****35.107 Nondiscrimination on basis of disability; complaints****CODE OF FEDERAL REGULATIONS, TITLE 34****104.7 Designation of responsible employee for Section 504****106.8 Designation of responsible employee for Title IX****110.25 Notification of nondiscrimination on the basis of age**

## COURT DECISIONS

**Wynar v. Douglas County School District, (2013) 728 F.3d 1062**

J.C. v. Beverly Hills Unified School District, (2010) 711 F.Supp.2d 1094

Lavine v. Blaine School District, (2002) 279 F.3d 719

## Management Resources:

## CSBA PUBLICATIONS

**Final Guidance: AB 1266, Transgender and Gender Nonconforming Students, Privacy, Programs, Activities & Facilities, Legal Guidance, March 2014****Providing a Safe, Nondiscriminatory School Environment for Transgender and Gender-Nonconforming Students, Policy Brief, February 2014****Addressing the Conditions of Children: Focus on Bullying, Governance Brief, December 2012****Safe Schools: Strategies for Governing Boards to Ensure Student Success, 2011****Building Healthy Communities: A School Leaders Guide to Collaboration and Community Engagement, 2009**~~Providing a Safe, Nondiscriminatory School Environment for All Students, Policy Brief, April 2010~~

Cyber bullying: Policy Considerations for Boards, Policy Brief, July 2007

## CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

**California's Social and Emotional Learning: Guiding Principles, 2018**

Health Education Content Standards for California Public Schools: Kindergarten Through Grade Twelve, 2008

Bullying at School, 2003

## CALIFORNIA OFFICE OF THE ATTORNEY GENERAL PUBLICATIONS

**Promoting a Safe and Secure Learning Environment for All: Guidance and Model Policies to Assist California K-12 Schools in Responding to Immigration Issues, April 2018**

## U.S. DEPARTMENT OF EDUCATION, OFFICE FOR CIVIL RIGHTS PUBLICATIONS

**Guidance to Schools: Bullying of Students with Disabilities, October 2014****Dear Colleague Letter: Bullying of Students with Disabilities, August 2013****Dear Colleague Letter: Guidance on Schools' Obligations to Protect Students from Student-on-Student Harassment on the Basis of Sex; Race, Color and National Origin; and Disability, October 26, 2010**

Dear Colleague Letter: Harassment and Bullying, October 2010

## WEB SITES

TUSD Adopted 02.13.13

TUSD Revised 06.26.18

BULLYING PREVENTION POLICY

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

~~California Cyber safety for Children: <http://www.cybersafety.ca.gov>~~

California Department of Education, Safe Schools Office: <http://www.cde.ca.gov/l/s/ss>

**California Office of the Attorney General: <http://oag.ca.gov>**

~~Center for Safe and Responsible Internet Use: <http://cyberbully.org>~~

~~National School Boards Association: <http://www.nsba.org>~~

**Center on Great Teachers and Leaders: <http://gtlcenter.org>**

**Collaborative for Academic Social and Emotional Learning: <http://casel.org>**

**Common Sense Media: <http://www.commonsensemedia.org>**

National School Safety Center: <http://www.schoolsafety.us>

**Partnership for Children and Youth: <http://www.partnerforchildren.org>**

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

~~U.S. Department of Education, Office for Civil Rights: <http://www.ed.gov/about/offices/list/ocr>~~

## RESPONSE TO IMMIGRATION ENFORCEMENT

### Responding to Requests for Information

Unless authorized by the Family Educational Rights and Privacy Act pursuant to 20 USC 1232g, student information shall not be disclosed to immigration law enforcement authorities without parental consent, a court order, or judicial subpoena. The Superintendent or designee shall annually notify parents/guardians that the district will not release student information to third parties for immigration enforcement purposes, unless the parent/guardian consents or as required to do so by a court order or judicial subpoena.

Upon receiving any verbal or written request for information related to a student's or family's immigration or citizenship status, district staff shall:

1. Notify the Superintendent or designee about the information request
2. Provide students and families with appropriate notice and a description of the immigration officer's request
3. Document any request for information by immigration authorities
4. Provide students and parents/guardians with any documents provided by the immigration enforcement officer, unless such disclosure is prohibited by a subpoena served on the district or in cases involving investigations of child abuse, neglect, or dependency

Resources and data collected by the district shall not be used, directly or by others, to compile a list, registry, or database of individuals based on national origin, immigration status, religion, or other category of individual characteristics protected against unlawful discrimination. (Government Code 8310.3)

### Responding to Requests for Access to Students or School Grounds

District staff shall receive parent/guardian consent before a student is interviewed or searched by any officer seeking to enforce civil immigration laws at the school, unless the officer presents a valid, effective warrant signed by a judge or a valid, effective court order. A student's parent/guardian shall be immediately notified if a law enforcement officer requests or gains access to the student for immigration enforcement purposes, unless the judicial warrant or subpoena restricts disclosure to the parent/guardian.

All visitors and outsiders, including immigration enforcement officers, shall register with the principal or designee upon entering school grounds during school hours. Each visitor or outsider shall provide the principal or designee with his/her name, address, occupation, age if less than 21, purpose in entering school grounds, proof of identity, and any other information required by law. (Penal Code 627.2, 627.3)

## RESPONSE TO IMMIGRATION ENFORCEMENT

District staff shall report the presence of any immigration enforcement officers to on-site district police and other appropriate administrators.

As early as possible, district staff shall notify the Superintendent or designee of any request by an immigration enforcement officer for access to the school or a student or for review of school documents, including service of lawful subpoenas, petitions, complaints, warrants, or other such documents.

In addition, district staff shall take the following actions in response to an officer present on the school campus specifically for immigration enforcement purposes:

1. Advise the officer that before school personnel can respond to the officer's request, they must first receive notification and direction from the Superintendent or designee, except under exigent circumstances that necessitate immediate action
2. Request to see the officer's credentials, including his/her name and badge number, and the phone number of the officer's supervisor, and note or make a copy of all such information
3. Ask the officer for his/her reason for being on school grounds and document the response
4. Request that the officer produce any documentation that authorizes his/her school access
5. Make a copy of all documents produced by the officer and retain one copy for school records
6. If the officer declares that exigent circumstances exist and demands immediate access to the campus, comply with the officer's orders and immediately contact the Superintendent or designee
7. If the officer does not declare that exigent circumstances exist, respond according to the requirements of the officer's documentation, as follows:
  - a. If the officer has an Immigrations and Customs Enforcement (ICE) administrative warrant, district staff shall inform the agent that they cannot consent to any request without first consulting with the district's legal counsel or other designated district official.
  - b. If the officer has a federal judicial warrant, such as a search and seizure warrant or an arrest warrant signed by a federal judge or magistrate, district staff shall promptly comply with the warrant. If feasible, district staff shall consult with the district's legal counsel or designated administrator before providing the officer with access to the person or materials specified in the warrant.

**RESPONSE TO IMMIGRATION ENFORCEMENT**

- c. If the officer has a subpoena for production of documents or other evidence, district staff shall inform the district's legal counsel or other designated official of the subpoena and await further instructions as to how to proceed.
8. Do not attempt to physically impede the officer, even if the officer appears to be exceeding the authorization given under a warrant or other document. If an officer enters the premises without consent, district staff shall document the officer's actions while on campus.
9. After the encounter with the officer, promptly make written notes of all interactions with the officer, including:
  - a. A list or copy of the officer's credentials and contact information
  - b. The identity of all school personnel who communicated with the officer
  - c. Details of the officer's request
  - d. Whether the officer presented a warrant or subpoena to accompany his/her request, what was requested in the warrant or subpoena, and whether the warrant or subpoena was signed by a judge
  - e. District staff's response to the officer's request
  - f. Any further action taken by the officer
  - g. A photo or copy of any documents presented by the officer
10. Provide a copy of these notes and associated documents collected from the officer to the district's legal counsel or other designated district official

The district's legal counsel or other designated official shall submit a timely report to the Governing Board regarding the officer's requests and actions and the district's responses. (Education Code 234.7)

The Superintendent or designee shall also email the Bureau of Children's Justice in the California Department of Justice (BCJ@doj.ca.gov) regarding any attempt by a law enforcement officer to access a school site or a student for immigration enforcement purposes.

**Responding to the Detention or Deportation of Student's Family Member**

The Superintendent or designee shall encourage students and their families to update their emergency contact information as needed throughout the school year and to provide alternative contacts, including an identified trusted adult guardian, in case a student's parent/guardian is

## RESPONSE TO IMMIGRATION ENFORCEMENT

detained or is otherwise unavailable. The Superintendent or designee shall notify students' families that information provided on the emergency cards will only be used in response to specific emergency situations and not for any other purpose.

The Superintendent or designee shall also encourage all students and families to learn their emergency phone numbers and be aware of the location of important documentation, including birth certificates, passports, social security cards, physicians' contact information, medication lists, lists of allergies, and other such information that would allow the students and families to be prepared in the event that a family member is detained or deported.

In the event that a student's parent/guardian is detained or deported by federal immigration authorities, the Superintendent or designee shall release the student to the person(s) designated in the student's emergency contact information or to any individual who presents a caregiver's authorization affidavit on behalf of the student. The Superintendent or designee shall only contact child protective services if district personnel are unable to arrange for the timely care of the student by the person(s) designated in the emergency contact information maintained by the school or identified on a caregiver's authorization affidavit.

The Superintendent or designee shall notify a student whose parent/guardian was detained or deported that the student continues to meet the residency requirements for attendance in a district school, provided that the parent/guardian was a resident of California and the student lived in California immediately before he/she moved out of state as a result of the parent/guardian's departure. (Education Code 48204.4)

The Superintendent or designee may refer a student or his/her family members to other resources for assistance, including, but not limited to, an ICE detainee locator, legal assistance, or the consulate or embassy of the parent/guardian's country of origin.

## RESPONSE TO IMMIGRATION ENFORCEMENT

The Governing Board is committed to the success of all students and believes that every school site should be a safe and welcoming place for all students and their families irrespective of their citizenship or immigration status.

District staff shall not solicit or collect information or documents regarding the citizenship or immigration status of students or their family members or provide assistance with immigration enforcement at district schools, except as may be required by state and federal law. (Education Code 234.7)

No student shall be denied equal rights and opportunities nor be subjected to unlawful discrimination, harassment, intimidation, or bullying in the district's programs and activities on the basis of his/her immigration status. (Education Code 200, 220, 234.1)

The Superintendent or designee shall notify parents/guardians regarding their children's right to a free public education regardless of immigration status or religious beliefs and their rights related to immigration enforcement. (Education Code 234.7)

Consistent with requirements of the California Office of the Attorney General, the Superintendent or designee shall develop procedures for addressing any requests by a law enforcement officer for access to district records, school sites, or students for the purpose of immigration enforcement.

Teachers, school administrators, and other school staff shall receive training regarding immigration issues, including information on responding to a request from an immigration officer to visit a school site or to have access to a student.

The Superintendent or designee shall report to the Board in a timely manner any requests for information or access to a school site by an officer or employee of a law enforcement agency for the purpose of enforcing the immigration laws. Such notification shall be provided in a manner that ensures the confidentiality and privacy of any potentially identifying information. (Education Code 234.7)

### Legal Reference:

#### EDUCATION CODE

200 Educational equity

220 Prohibition of discrimination

234.1 Safe Place to Learn Act

234.7 Student protections relating to immigration and citizenship status

48204.4 Evidence of residency for school enrollment

48980 Parental notifications

48985 Notices to parents in language other than English

**RESPONSE TO IMMIGRATION ENFORCEMENT**

GOVERNMENT CODE

8310.3 California Religious Freedom Act

PENAL CODE

422.55 Definition of hate crime

627.1-627.6 Access to school premises, outsiders

UNITED STATES CODE, TITLE 20

1232g Family Educational Rights and Privacy Act

COURT DECISIONS

Plyler v. Doe, 457 U.S. 202 (1982)

Management Resources:

CSBA PUBLICATIONS

Legal Guidance on Providing All Children Equal Access to Education, Regardless of Immigration Status, February 2017

CALIFORNIA OFFICE OF THE ATTORNEY GENERAL PUBLICATIONS

Promoting a Safe and Secure Learning Environment for All: Guidance and Model Policies to Assist California's K-12 Schools in Responding to Immigration Issues, April 2018

WEB SITES

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

California Office of the Attorney General: <http://oag.ca.gov>

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

California Department of Fair Employment and Housing: <http://www.dfeh.ca.gov>

California Department of Justice: <http://www.justice.gov>

U.S. Department of Education, Office for Civil Rights: <http://www.ed.gov/about/offices/list/ocr>

U.S. Immigration and Customs Enforcement: <http://www.ice.gov>

U.S. Immigration and Customs Enforcement, Online Detainee Locator System:  
<http://locator.ice.gov/odls>

## NONDISCRIMINATION/HARASSMENT

The Governing Board desires to provide a safe school environment that allows all students equal access and opportunities in the district's academic, **extracurricular**, and other educational support programs, services, and activities. The Board prohibits, at any district school or school activity, unlawful discrimination, harassment, intimidation, and bullying of **targeted at** any student **by anyone**, based on the student's actual or **perceived** race, color, ancestry, **nationality**, national origin, **immigration status**, ethnic group identification, **ethnicity**, age, religion, marital or parental status, **pregnancy**, **parental status**, physical or mental disability, sex, sexual orientation, gender, gender identity, or gender expression, **or genetic information**; the perception of one or more of such characteristics; or association with a person or group with one or more of these actual or perceived characteristics. . Members of the school community are expected to treat each other with dignity and mutual respect and to accept the rich diversity that makes up the community. Disrespect among members of the school community is unacceptable behavior which is disruptive to the learning environment and potentially damaging to self-esteem.

**This policy shall apply to all acts related to school activity or to school attendance occurring within a district school, and to acts which occur off campus or outside of school-related or school-sponsored activities but which may have an impact or create a hostile environment at school.**

The California Education Code states that “all pupils have the right to participate fully in the educational process, free from discrimination and harassment.” California Education Code Section 201(a), Section 220 of the Education Code provides that no person shall be subject to discrimination on the basis of gender in any program or activity conducted by an educational institution that receives or benefits from state financial assistance. The code further provides that public schools have an affirmative obligation to combat sexism and other forms of bias, and a responsibility to provide equal educational opportunity to all pupils. California Education Code Section 201(b).

The California Code of Regulations similarly provides that “No person shall be excluded from participation in or denied the benefits of any local agency’s program or activity on the basis of sex or person’s actual or perceived sexual orientation, gender identity/expression, ethnic group identification, race, color, ancestry, national origin, religion, or mental or physical disability in any program or activity conducted by an ‘educational institution’ or any other ‘local agency’...that receives or benefits from any state financial assistance.” 5 CCR Section 4900(a).

The California Code of Regulations defines “gender” as: “a person’s actual sex or perceived sex and includes a person’s perceived identity, appearance or behavior, whether or not that identity, appearance, or behavior is different from that traditionally associated with a person’s sex at birth.” 5 CCR Section 4910(k).

## NONDISCRIMINATION/HARASSMENT

~~Prohibited~~ **Unlawful** discrimination, **including discriminatory** harassment, intimidation, or bullying ~~includes~~ **may result from** physical, verbal, nonverbal, or written conduct based on ~~one~~ *any* of the categories listed above. **Unlawful discrimination also includes the creation of a hostile environment through prohibited conduct** that is so severe, **persistent**, or pervasive that it affects a student's ability to participate in or benefit from an educational program or activity; creates an intimidating, threatening, hostile, or offensive educational environment; has the effect of substantially or unreasonably interfering with a student's academic performance; or otherwise adversely affects a student's educational opportunities.

~~District programs and activities shall be free from discrimination, including harassment, with respect to a student's actual or perceived sex, gender, ethnic group identification, ancestry, race, national origin, religion, color, physical or mental disability, age or sexual orientation.~~

~~Policies and procedures related to harassment must also be consistent with First Amendment rights to free speech. Education Code 48950 provides that no district with one or more high schools shall make or enforce any rule subjecting a high school student to disciplinary sanctions solely on the basis of speech of other communication that would be constitutionally protected if engaged in outside of campus. Education Code 48950 specifically states that it does not prohibit discipline for harassment, threats or intimidation unless constitutionally protected. As a general rule, harassment, threats and intimidation directed at an individual or group are constitutionally protected, and whether such speech might be entitled to constitutional protection would be determined on a case-by-case basis, with consideration for the specific words used and the circumstances involved.~~

~~The Board prohibits intimidation or harassment of any student by any employee, student or other person in the district. Staff shall be alert and immediately responsive to student conduct, which may interfere with another student's ability to participate in or benefit from school services, activities or privileges.~~

~~No teacher may enforce a rule in class which is in conflict with a student's rights or, with any other rules set by the school administration.~~

**Unlawful discrimination also includes disparate treatment of students based on one of the categories above with respect to the provision of opportunities to participate in school programs or activities or the provision or receipt of educational benefits or services.**

The Board also prohibits any form of retaliation against any student **individual** who **reports or participates in the reporting of unlawful discrimination, files or participates in the filing of a complaint, or investigates or participates in the investigation of** a complaint or report **alleging unlawful** ~~regarding an incident of~~ discrimination, harassment, intimidation, or bullying. **Retaliation complaints shall be**

## NONDISCRIMINATION/HARASSMENT

**investigated and resolved in the same manner as a discrimination complaint.**

~~The Superintendent or designee shall provide age-appropriate training and information to students, parents/guardians, and employees regarding discrimination, harassment, intimidation, and bullying, including, but not limited to, the district's nondiscrimination policy, what constitutes prohibited behavior, how to report incidents, and to whom such reports should be made.~~

~~In providing instruction, guidance, supervision, or other services to district students, employees and volunteers shall carefully guard against segregating or stereotyping students.~~

**The Superintendent or designee shall facilitate students' access to the educational program by publicizing the district's nondiscrimination policy and related complaint procedures to students, parents/guardians, and employees. He/she shall provide training and information on the scope and use of the policy and complaint procedures and take other measures designed to increase the school community's understanding of the requirements of law related to discrimination. The Superintendent or designee shall regularly review the implementation of the district's nondiscrimination policies and practices and, as necessary, shall take action to remove any identified barrier to student access to or participation in the district's educational program. He/she shall report his/her findings and recommendations to the Board after each review.**

### **Sports and Gym Class**

~~Transgender students shall not be denied the opportunity to participate in physical education, nor shall they be forced to have physical education outside of the assigned class time. Generally, students should be permitted to participate in gender-segregated recreational gym class activities and sports in accordance with the student's gender identity that is exclusively and consistently asserted at school. Participation in competitive athletic activities and contact sports will be resolved on a case-by-case basis.~~

~~The schools may provide girls and boys with separate shower rooms and sex education classes when appropriate in order to protect student modesty. In physical education, when objective standards have an adverse effect on students because of their gender, race, ethnic group or disability, other standards shall be used to measure achievement and create comparable educational opportunities.~~

### **Dress Codes**

~~School sites can enforce dress codes that are adopted pursuant to Education Code 35291. Students shall have the right to dress in accordance with their gender identity that is exclusively and consistently asserted at school, within the constraints of the dress codes~~

## NONDISCRIMINATION/HARASSMENT

adopted at their school site. This regulation does not limit a student's right to dress in accordance with the District and/or site Dress/Appearance standards.

### Gender Segregation in Other Areas

As a general rule, in circumstances where students are separated by gender for school activities (i.e., class discussions, field trips), students shall be permitted to participate in accordance with their gender identity exclusively and consistently asserted at school. Activities that may involve the need for accommodations to address student privacy concerns will be addressed on a case-by-case basis. In such circumstances, staff shall make a reasonable effort to provide an available accommodation that can address any such concerns.

The principal or designee shall develop a plan to provide students with appropriate accommodations when necessary for their protection from threatened or potentially harassing or discriminatory behavior.

### Grievance Procedures

The Board hereby designates the following position(s) as Coordinator(s) for Nondiscrimination to handle complaints regarding discrimination and inquires regarding the district's nondiscrimination policies:

School Principals  
 Director of Student Services and Curriculum  
 Director of Special Projects and Curriculum  
 Director of Special Education and Curriculum  
 Assistant Superintendent of Educational Services  
 1875 W. Lowell Avenue  
 Tracy, CA 95376  
 Phone: 832-3200

**Regardless of whether a complainant complies with the writing, timeline, and/or other formal filing requirements, all complaints alleging unlawful discrimination, including discriminatory harassment, intimidation, or bullying, shall be investigated and prompt action taken to stop the discrimination, prevent recurrence, and address any continuing effect on students.**

Students who engage in **unlawful** discrimination, **including discriminatory** harassment, intimidation, **retaliation, or** bullying, ~~or retaliation~~ in violation of law, Board policy, or administrative regulation shall be subject to appropriate *consequence or* discipline, ~~up to and including counseling,~~ **which may include** suspension, and/or expulsion **when the behavior is severe or pervasive as defined in Education Code 48900.4.** Any employee who permits or engages in prohibited discrimination, **including discriminatory**

## NONDISCRIMINATION/HARASSMENT

harassment, intimidation, **retaliation**, or bullying, ~~or retaliation~~, shall be subject to disciplinary action, up to and including dismissal.

~~Any student who feels that he/she has been subjected to discrimination, harassment, intimidation, or bullying should immediately contact the Coordinator, the principal, or any other staff member. In addition, any student who observes any such incident should report the incident to the Coordinator or principal, whether or not the victim files a complaint.~~

~~Any school employee who observes an incident of discrimination, harassment, intimidation, or bullying or to whom such an incident is reported shall report the incident to the Coordinator or principal, whether or not the victim files a complaint.~~

~~In addition, the employee shall immediately intervene when safe to do so. (Education Code 234.1)~~

~~Upon receiving a complaint of discrimination, harassment, intimidation, or bullying, the Coordinator shall immediately investigate the complaint in accordance with the district's uniform complaint procedures specified in AR 1312.3—Uniform Complaint Procedures.~~

~~Where the Coordinator finds that harassment has occurred, he/she shall take prompt, appropriate action to end the harassment and address its effects on the victim.~~

~~The Coordinator shall also advise the victim of any other remedies that may be available. The Coordinator shall file a report with the Superintendent or designee and refer the matter to law enforcement where required.~~

~~The Superintendent or designee shall ensure that the student handbook clearly describes the district's nondiscrimination policy, procedures for filing a complaint regarding discrimination, harassment, intimidation, or bullying, and the resources that are available to students who feel that they have been the victim of any such behavior. The district's policy shall also be posted on the district web site or any other location that is easily accessible to students.~~

~~When required pursuant to Education Code 48985, complaint forms shall be translated into the student's primary language.~~

### **Retaliation**

~~It is a violation of District policy to retaliate against any person who reports incident(s) of alleged harassment or testifies, assists or participates in an investigation, proceeding or hearing relating to such alleged harassment. An alleged harasser may be found to have violated this anti-retaliation provision even if the underlying complaint of harassment is subsequently not found to be in violation of this policy.~~

## NONDISCRIMINATION/HARASSMENT

Retaliation includes, but is not limited to, an adverse action, intimidation, threats, reprisal or harassment, against a complainant or someone acting on the complainant's behalf, who complained about or otherwise protested about harassment. Retaliation may be readdressed through application of the same reporting, investigation and enforcement procedures as for harassment.

Retaliation against the complainant, the alleged harasser, and/or any witnesses, by breach of confidentiality or otherwise, is strictly prohibited, will not be tolerated, and will be dealt with by appropriate disciplinary consequences including expulsion and/or referral to legal authority.

Any person who knowingly makes a false report may be subject to the same action that the district may take against any other individual who violates this policy. The term "false report" refers only to those made in bad faith and does not include a complaint that could not be corroborated or which did not rise to the level of unlawful harassment.

### Definitions

- a) — School Community: Includes, but is not limited to, all teachers, support staff, administrators, students, coaches, volunteers, school board members and agents of the school site or district.
- b) — Unlawful Harassment: Includes verbal, visual or physical conduct based on a student's sex, actual or perceived sexual orientation, gender identity/expression identification, ethnic group, race, national origin, age, marital status, religion, color, mental or physical disability, or physical size or characteristics which has the purpose or effect of substantially interfering with a student's academic performance or otherwise creating an intimidating, hostile or offensive educational environment. Harassment can include any verbal, visual or physical conduct that offends, denigrates or belittles any individual because of any of the actual or perceived characteristics described herein:
- e) — Racial/Color Harassment: Includes any of the above unlawful acts on account of a person(s)' actual or perceived skin color, race or ethnic characteristics.
- d) — Religious/Creed Harassment: Includes any of the above unlawful acts on account of a person(s)' actual or perceived religious practices, beliefs, clothing or other religious expression.
- e) — National Origin Harassment: Includes any of the above unlawful acts on account of a person(s)' actual or perceived national origin, body features, clothing or other expression or display reflecting national origin.
- f) — Marital Status Harassment: Includes any of the above unlawful acts on a person's actual or perceived marital status including a women's pregnancy or parenthood of family members.

## NONDISCRIMINATION/HARASSMENT

- g) — Age Harassment: Includes any of the above unlawful acts on account of a person(s)' actual or perceived chronological age, including appearance or abilities.
- h) — Disability Harassment: Includes any of the above unlawful acts on account of a person(s)' actual or perceived disability, mental or physical, including mode of ambulating, intelligence, or abilities.
- i) — Size Harassment: Includes any of the above unlawful acts on account of a person(s)' actual or perceived physical size, including height, weight, abilities, or perceived physical characteristics.
- j) — Sexual Orientation Harassment: Includes any of the above unlawful acts on account of a person(s)' actual or perceived sexual orientation, including mannerisms or family composition including gay, lesbian, bisexual, transgender and questioning youth.
- k) — Gender Identity/Expression: Includes any of the above unlawful acts based on an individual's gender identity/expression, which includes mannerisms and/or atypical gender roles. In addition to all of the above actual or perceived characteristics, transgender and gender non-conforming students must be protected from discrimination and harassment in the public school system.
- l) — Harassment of a General Nature: Includes any comments or actions towards others that, lead to embarrassment, a feeling of inferiority or personal discomfort.

Staff must respond appropriately to ensure that schools are free from any such discrimination or harassment.

### Record-Keeping

**The Superintendent or designee shall maintain a record of all reported cases of unlawful discrimination, including discriminatory harassment, intimidation, or bullying, to enable the district to monitor, address, and prevent repetitive prohibited behavior in district schools.**

Legal Reference:

#### EDUCATION CODE

200-262.4	Prohibition of discrimination on the basis of sex, especially:
221.5	Prohibited sex discrimination
221.7	School sponsored athletic programs; prohibited sex discrimination
48900.3	Suspension or expulsion for act of hate violence
48900.4	Suspension or expulsion for threats or harassment
48904	Liability of parent/guardian for willful student misconduct
48907	Student exercise of free expression

**NONDISCRIMINATION/HARASSMENT**

- 48950 Freedom of speech  
**48985 Translation of notices**  
 49020-49023 Athletic programs  
~~51006-51007 Equitable access to technological education programs~~  
 51500 Prohibited instruction or activity  
 51501 Prohibited means of instruction  
 60044 Prohibited instructional materials  
 CIVIL CODE  
 1714.1 Liability of parents/guardians for willful misconduct of minor  
**GOVERNMENT CODE**  
**11135 Nondiscrimination in programs or activities funded by state**  
 CODE OF REGULATIONS, TITLE 5  
~~4621 District policies and procedures~~  
~~4622 Notice requirements~~  
 PENAL CODE  
~~186.21 Street terrorism; legislative findings and declarations~~  
**422.55 Definition of hate crime**  
**422.6 Crimes, harassment**  
~~422.55-422.86 Interference with constitutional right or privilege~~  
~~628-628.1 School Crime Reporting~~  
~~11410-11414 Terrorism~~  
~~13023 Reports by law enforcement of crimes motivated by race, ethnicity, religion, sexual orientation or physical or mental disability~~  
~~13519.6 Hate crimes, training courses and guidelines~~  
 CODE OF REGULATIONS, TITLE 5  
**432 Student record**  
**4600-4670 Uniform complaint procedures**  
**4900-4965 Nondiscrimination in elementary and secondary education programs**  
 UNITED STATES CODE, TITLE 18  
~~245 Federally protected activities~~  
 UNITED STATES CODE, TITLE 20  
**1681-1688 Title IX of the Education Amendments of 1972**  
**12101-12213 Title II equal opportunity for individuals with disabilities**  
 UNITED STATES CODE, TITLE 29  
**794 Section 504 of Rehabilitation Act of 1973**  
 UNITED STATES CODE, TITLE 42  
 2000d-2000e-17 Title VI & VII Civil Rights Act of 1964 as amended  
 2000h-2-2000h-6 Title IX, 1972 Education Act Amendments  
**6101-6107 Age Discrimination Act of 1975**  
 CODE OF FEDERAL REGULATIONS, TITLE 28  
**35.107 Nondiscrimination on basis of disability; complaints**  
 CODE OF FEDERAL REGULATIONS, TITLE 34  
**99.31 Disclosure of personally identifiable information**  
 100.3 Prohibition of discrimination on basis of race, color or national origin  
 104.7 Designation of responsible employee for Section 504

**NONDISCRIMINATION/HARASSMENT**

106.8 Designation of responsible employee for Title IX

106.9 Notification of nondiscrimination on basis of sex

**110.25 Prohibition of discrimination based on age**

**COURT DECISIONS**

**Donovan v. Poway Unified School District, (2008) 167 Cal.App.4th 567**

Flores v. Morgan Hill Unified School District, (2003) 324 F.3d 1130

Management Resources:

**CSBA PUBLICATIONS**

**Updated Legal Guidance: Protecting Transgender and Gender Nonconforming Students Against Sex Discrimination, July 2016**

**CALIFORNIA OFFICE OF THE ATTORNEY GENERAL PUBLICATIONS  
Promoting a Safe and Secure Learning Environment for All: Guidance and Model Policies to Assist California's K-12 Schools in Responding to Immigration Issues, April 2018**

**FIRST AMENDMENT CENTER PUBLICATIONS**

**Public Schools and Sexual Orientation: A First Amendment Framework for Finding Common Ground, 2006**

**U.S. DEPARTMENT OF EDUCATION, OFFICE OF CIVIL RIGHTS  
PUBLICATIONS**

*Notice of Non-Discrimination, January, 1999*

*Racial Incidents and Harassment Against Students at Educational Institutions;*

*Investigative Guidance, 59 FR 47, March, 1994*

**Examples of Policies and Emerging Practices for Supporting Transgender Students, May 2016**

**Dear Colleague Letter: Title IX Coordinators, April 2015**

**Dear Colleague Letter: Harassment and Bullying, October 2010**

**Notice of Non-Discrimination, Fact Sheet, August 2010**

**WEB SITES**

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

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

**California Safe Schools Coalition: <http://www.casafeschools.org>**

**California Office of the Attorney General: <http://oag.ca.gov>**

**First Amendment Center: <http://www.firstamendmentcenter.org>**

**National School Boards Association: <http://www.nsba.org>**

U.S. Department of Education, Office of Civil Rights: <http://www.ed.gov/offices/OCR>

## RESEARCH ON STUDENTS

**Persons or groups wishing to use district staff, students or property in connection with an academic research project shall submit to the Superintendent or designee a written proposal which includes:**

- 1. Name of researcher(s) and academic credentials**
- 2. Purpose and scope of the project**
- 3. Method of study or investigation to be used**
- 4. Extent of participation expected of students and staff**
- 5. Use to which project results will be put**
- 6. Benefits to the school(s) or the district**

**The Superintendent or designee shall evaluate the extent to which the proposal:**

- 1. Shows potential for improving instructional programs and strategies**
- 2. Addresses a relevant educational problem, concern or issue**
- 3. Is designed to minimize interruptions and demands upon the time of students and staff**

**The Superintendent or designee may approve the proposed project for a period of one school year or less. To extend any project into a second school year, the researcher(s) must obtain approval from the Superintendent or designee.**

**Researchers shall certify that they will use no school names in the publication of findings without the approval of the Superintendent or designee.**

Research on students of this district beyond the conventional testing program (both district-wide and for the purposes of evaluation of the individual student) shall not be carried on except under at least the following circumstances.

1. The research design has been presented to and approved by the superintendent and/or designee.
2. All research instruments, including but not limited to questionnaires, surveys, and interview forms, have been submitted to and approved by the superintendent and/or designee.

**RESEARCH ON STUDENTS**

- 3. Adequate care has been taken to protect individual students under policy and regulation 5125/5125.1 – Student Records; Confidentiality, and other provisions of law.
- 4. A final copy of all research reports, theses, dissertations and/or surveys including analyses and conclusions, shall be presented to the superintendent and/or designee for the use of the district and the district shall have the right to utilize the research in the best interests of the children of the district.
- 5. The Governing Board shall have the right to refuse publication rights if the Board of Trustees, in its judgment, believes that the research was not carried out according to the highest standards of research, that the analysis and/or conclusion presents a biased or incorrect position, that the research was not carried out according to the approved research design, or that publication of the research study will present an immediate danger to the educational program.

~~Legal Reference:—~~

\_\_\_\_\_

\_\_\_\_\_ ~~EDUCATION CODE~~

\_\_\_\_\_ ~~35172~~ \_\_\_\_\_ ~~Promotional activities (particularly 35172(a)~~  
\_\_\_\_\_ ~~concerning research)~~

## RESEARCH

The Governing Board respects the value of academic research to improve educational programs and practices. ~~The Board also recognizes its responsibility to protect students from outside influences that may contravene the district's goals and legal obligations.~~ Researchers must respect the privacy rights of students, including their right to refrain from participation in research projects, **in accordance with law, Board policy and administrative regulations.** ~~Research on students must comply with Board Policy 5145.13.~~

The Superintendent or designee may authorize research projects within the district by outside groups or persons when such research coincides **is aligned** with district goals **and objectives** and is likely to benefit the district without disrupting the normal school program ~~or making undue demands upon staff time.~~ ~~Requests for information and demonstration of district programs should not limit staff members' ability to fulfill their regular duties.~~

### Legal Reference:

#### EDUCATION CODE

Personal beliefs

#### **UNITED STATES CODE, TITLE 20**

**1232h Protection of pupil rights**

### Management Resources:

#### **WEB SITES**

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

**CDE:** <http://www.cde.ca.gov>

**USDOE, Family Policy Compliance Office:** <http://www.ed.gov/offices/OM/fpco/>



# HUMAN RESOURCES MEMORANDUM

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**TO:** Dr. Brian Stephens, Superintendent  
**FROM:** Tammy Jalique, Associate Superintendent for Human Resources  
**DATE:** May 7, 2018  
**SUBJECT:** **Approve School Psychology and School Counseling Fieldwork Agreement with Brandman University**

**BACKGROUND:** Tracy Unified School District encourages colleges and universities to place students in our schools to fulfill their requirements for obtaining their credential. This has aided the District in increasing the number of candidates that are available for a variety of positions within the district. A contract with Brandman University and Tracy Unified School District will expand options for meeting staffing needs. This agreement will be effective June 30, 2018 through June 29, 2021.

**RATIONALE:** Students working on their field experience will be placed with fully credentialed school counselors and school psychologists within our district who are willing to supervise these students. 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 School Psychology and School Counseling Fieldwork Agreement with Brandman University

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



## SUPERVISED FIELDWORK AGREEMENT

Please check below all the applicable supervised fieldwork in which in your District will be participating with Brandman University Modesto Campus.

TEACHER EDUCATION	<input type="checkbox"/>	SCHOOL PSYCHOLOGY	<input checked="" type="checkbox"/>
SCHOOL COUNSELING	<input checked="" type="checkbox"/>	EDUCATION ADMINISTRATION	<input type="checkbox"/>

THIS AGREEMENT is made and entered into by and between Brandman University hereinafter called the "UNIVERSITY," and the Tracy Unified School District, hereinafter called "FIELDWORK SITE."

### I. RESPONSIBILITIES OF THE UNIVERSITY

- A. The UNIVERSITY will assure that the student shall have completed the necessary educational prerequisites, to be eligible for supervised fieldwork including proof of negative TB test current within one year of supervised fieldwork and issuance of finger print clearance. The UNIVERSITY will inform students to provide proof of TB clearance to the DISTRICT and obtain fingerprint clearance through the DISTRICT prior to commencement of fieldwork.
- B. The UNIVERSITY shall designate a faculty or staff member to coordinate, consult, and collaborate with the classroom teacher or district designee of the FIELDWORK SITE, the activities of each student assigned to FIELDWORK SITE and student fieldwork experience.
- C. The UNIVERSITY shall complete periodic observations and/or evaluations of the student regarding his/her performance at the FIELDWORK SITE as per arrangement between the UNIVERSITY faculty or staff member and the FIELDWORK SITE supervisor.
- D. The UNIVERSITY may provide monetary compensation for services rendered by the FIELDWORK SITE in an amount not to exceed the actual cost of the services rendered by the FIELDWORK SITE per Appendix A.

### II. RESPONSIBILITIES OF THE FIELDWORK SITE

- A. The FIELDWORK SITE shall provide students with experiences with a student population that is diverse in terms of ethnicity, culture, language, socio-economics and/or special needs.
- B. The FIELDWORK SITE staff will promptly and thoroughly investigate any complaint by any participating student of unlawful discrimination or harassment at the FIELDWORK SITE or involving employees or agents of the FIELDWORK SITE, take prompt and effective remedial action when discrimination or harassment is found to have occurred, and promptly notify the UNIVERSITY of the existence and outcome of any complaint of harassment by, against, or involving any participating student.

- C. The FIELDWORK SITE staff will provide, upon request by any participating student, such reasonable accommodations at the FIELDWORK SITE as required by law in order to allow qualified disabled students to participate in the program.
- D. To provide for emergency health care of the student in case of accident at the expense of the student.
- E. To provide all participating students with a copy of the FIELDWORK SITE'S rules, regulations, policies, and procedures with which the students are expected to comply and notify the UNIVERSITY of any change in its personnel, operation, or policies which may affect the field education experience.
- F. Comply with all federal, state and local statutes and regulations applicable to the operation of the program, including without limitation, laws relating to the confidentiality of student records.
- G. The FIELDWORK SITE staff shall comply with APPENDIX B regarding the FIELDWORK SITE'S supervision of UNIVERSITY students.

### **III. THE PARTIES MUTUALLY AGREE**

- A. The FIELDWORK SITE shall provide field experiences in such schools or classes of the FIELDWORK SITE and under the direct supervision and instruction of such employees of the FIELDWORK SITE, as specified by the duly authorized representatives of the FIELDWORK SITE and the UNIVERSITY.
- B. The FIELDWORK SITE may, for good cause, refuse to accept for field experiences, or terminate the field experience assignment of any student of the UNIVERSITY assigned to the FIELDWORK SITE in writing. Prior to removal of a student, the FIELDWORK SITE shall consult with the UNIVERSITY about its concerns and proposed course of action. The UNIVERSITY may terminate the field experience assignment or student teaching assignment of any student of the UNIVERSITY at the FIELDWORK SITE at any time, and may do so if the FIELDWORK SITE so requests in writing with a statement of reasons why the FIELDWORK SITE desires to have the student withdrawn.
- C. Neither party shall discriminate in the assignment of students on the basis of race, color, disability, sex, religion, national origin, ancestry, sexual orientation, or any other basis prohibited by law.
- D. The UNIVERSITY agrees to indemnify, hold harmless, and defend the FIELDWORK SITE, its agents, and employees from and against all loss or expense (including costs and attorney fees) resulting from liability imposed by law upon the FIELDWORK SITE because of bodily injury to or death of any person or on account of damages to property, including loss of use thereof, arising out of or in connection with this Agreement and due or claimed to be due to the negligence of the UNIVERSITY, its agents, employees, or students.
- E. The FIELDWORK SITE agrees to indemnify, hold harmless, and at the UNIVERSITY'S request, defend the UNIVERSITY, its agencies and employees from and against all loss or expenses (including costs and attorney fees) resulting from liability imposed by law upon the UNIVERSITY because of bodily injury to or death of any person or on account of damages to property, including loss of use thereof, arising out of or in connection with this Agreement, and due or claimed to be due to the negligence of the FIELDWORK SITE, its agents, or employees.
- F. The parties agree that the students are considered learners who are fulfilling specific requirements for field experiences as part of a degree and/or credential requirement. Therefore, regardless of the nature or extent of the acts performed by them, students are not to be considered employees or agents of either the UNIVERSITY or the FIELDWORK SITE for any purpose including Workers' Compensation or any other employee benefit programs. The

students shall not be entitled to any monetary remuneration for services performed by them in the course of their training.

- G. The parties mutually agree each shall provide and maintain commercial general liability insurance or self-insurance acceptable to both parties in the minimum amounts of \$1,000,000 per occurrence, \$3,000,000 general aggregate and upon request shall furnish proof thereof in the form of a certificate of insurance within 30 days of the effective date of this Agreement. Each Certificate of Insurance shall specify that should any above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. In addition, the UNIVERSITY agrees to obtain and provide the DISTRICT proof of the required insurance as specified in APPENDIX C.
- H. Both parties acknowledge they are independent contractors, and nothing contained in this Agreement shall be deemed to create an agency, joint venture, franchise or partnership relation between the parties and neither party shall so hold itself out. Neither party shall have the right to obligate or bind the other party in any manner whatsoever, and nothing contained in this Agreement shall give or is intended to give any right of any kind to third persons.
- I. Any failure of a party to enforce that party's right under any provision of this Agreement shall not be construed or act as a waiver of said party's subsequent right to enforce any provisions contained herein.
- J. Notices required or permitted to be provided under this Agreement shall be in writing and shall be deemed to have been duly given if mailed first class to the parties that signed this agreement and to the addresses below.

FIELDWORK SITE CONTACT INFORMATION:

Tracy Unified School District  
1875 West Lowell Avenue  
Tracy, CA 95376  
Attn: Tammy Jalique, Associate Superintendent  
of Human Resources  
Tel: (209) 830-3200 Ext. 1304

UNIVERSITY CONTACT INFORMATION:

Brandman University  
16355 Laguna Canyon Road  
Irvine, CA 92618  
Attn: School of Education, Dean  
Fax: (800) 775-0128

- K. If any term or provision of this Agreement is for any reason held to be invalid, such invalidity shall not affect any other term or provision, and this Agreement shall be interpreted as if such term or provision had never been contained in this Agreement.
- L. In the event of any material default under this Agreement, which default remains uncured for a period of twenty-one (21) days after receipt of written notice of such default, or in the event of the loss of WASC accreditation by the UNIVERSITY, this Agreement may be immediately terminated by the non-defaulting party.
- M. This Agreement fully supersedes any and all prior agreements or understandings between the parties or any of their respective affiliates with respect to the subject matter hereof. No change, modification, addition, amendment, or supplement to this Agreement shall be valid unless set forth in writing and signed and dated by both parties hereto subsequent to the execution of this Agreement.
- N. This Agreement shall be construed in accordance with the laws of the State of California in effect at the time of the execution of this Agreement. Should either party institute legal action to enforce any obligation contained herein, it is agreed that the proper venue of such suit or action shall be Orange County, California.



Appendix A  
Payment for Master Teachers for Teacher Education Fieldwork Only

**I. SPECIAL PROVISIONS – RATES and PAYMENTS**

- (a) \$ 200 Master Teacher stipend per eight (8) week session of full-time student teaching consisting of three to six (3-6) units for Multiple and Single Subject Credential candidates.
- (b) \$ 200 Master Teacher stipend per eight (8) week session of full-time student teaching consisting of three to six (3-6) units for Education Specialist Instruction Credential (Special Education) candidates.

METHOD OF PAYMENT: Stipend is to be paid directly to the Master Teacher.

In the event the assignment of a UNIVERSITY student is terminated by the UNIVERSITY and/or the FIELDWORK SITE for any reason after the student has been in student teaching and has been at the assignment for a minimum of two weeks, MASTER TEACHER shall receive payment for one assignment on account of each student as though there had been no termination of the assignment. Said payment is to exceed no more than six (6) units per session of terminated assignment. In the event the field experience of a UNIVERSITY student is terminated by the UNIVERSITY and/or the MASTER TEACHER for any reason after the student has been in the field experience for a minimum of two weeks, MASTER TEACHER shall receive payment for one assignment on account of each student as though there had been no termination of the assignment.

Within thirty (30) days following the close of each session or academic session of the UNIVERSITY, the MASTER TEACHER shall submit an invoice and I-9 form as provided and signed to them by the UNIVERSITY, to the UNIVERSITY for payment at the rate provided therein for all field experiences provided by the FIELDWORK SITE under and in accordance with this agreement during said session. This process may be altered according to individual districts procedures as to the manner in which the invoicing will proceed so long as the parties mutually agree to such alteration in advance.

**Appendix B**  
**Specific Supervision Requirements for Each Program**

**Teacher Education Fieldwork:**

- A. "Field Experience" as used herein and elsewhere in this agreement means active participation in the duties and function of classroom under the direct supervision and instruction of employees of the FIELDWORK SITE who hold valid teaching credentials issued by the California Commission on Teacher Credentialing, authorizing them to serve as classroom teachers in the schools or classes in which the field experience is provided, and have completed a minimum of three years successful teaching experience. "Student Teaching" is used herein and elsewhere in this agreement means participation in the duties and function of classroom teaching under the direct supervision and instruction of employees of the FIELDWORK SITE who hold valid, teaching credentials issued by the California Commission on Teacher Credentialing, authorizing them to serve as classroom teachers in the schools or classes in which the student teaching experience is provided, and have completed a minimum of three years successful teaching experience.
- B. The UNIVERSITY'S Teacher Education Policy provides that student teachers without emergency or substitute permits may not be asked by the school districts to serve and be paid for substitute teaching as, under California law, student teachers are not certificated personnel and as they require full-time supervision. Those holding substitute or emergency permits may substitute for their master teacher only (a maximum of four (4) days only): when s/he is ill; when it is determined by the principal that this is in the best interest of the students in the classroom as well as the candidate; after the first four weeks of the first assignment; and/or when the candidate is paid.
- C. "Session of Student Teaching," for Multiple Subject and Single Subject Credential candidates as used herein and elsewhere in this agreement is considered to be a full day of student teaching daily for five (5) days a week for a minimum of eight (8) weeks for elementary credential candidates (for this, the elementary credential candidate receives three to six (3-6) session units of practice teaching credit), and three periods a day for five (5) days a week for a minimum of eight (8) weeks for secondary credential candidates (for this, the secondary credential candidate receives three to six (3-6) session units of practice teaching credit).
- D. "Session of Student Teaching," for Education Specialist Instruction Credential (Special Education) candidates as used herein and elsewhere in this agreement is considered to be a full day of student teaching daily for five (5) days a week for a minimum of eight (8) weeks for elementary credential candidates (for this, the elementary credential candidate receives three to six (3-6) session units of practice teaching credit), and three periods a day for five (5) days a week for a minimum of eight (8) weeks for secondary credential candidates (for this, the secondary credential candidate receives three to six (3-6) session units of practice teaching credit).
- E. An assignment of a Multiple Subject and Single Subject Credential candidate of the UNIVERSITY to student teaching in classes of schools of the FIELDWORK SITE shall be for a two eight (8) week session as mutually agreed between the UNIVERSITY and FIELDWORK SITE.
- F. An assignment of an Education Specialist Instruction Credential (Special Education) candidate of the UNIVERSITY to student teaching in classes of schools of the FIELDWORK SITE shall be for a single eight (8) week session as mutually agreed between the UNIVERSITY and FIELDWORK SITE.
- G. The assignment of a UNIVERSITY student to field experiences and student teaching at FIELDWORK SITE shall be deemed to be effective for the purposes of this agreement as of the date the student presents to the proper FIELDWORK SITE officials the assignment papers or

other documents provided by the UNIVERSITY effecting such assignment, but not earlier than the date of such assignment as shown on such card or other document.

**School Counseling Fieldwork:**

- A. Provide an average of one (1) hour of individual or one-and-one-half (1.5) hours of small group supervision per week from an experienced school counselor with at least two years of professional experience.
- B. Provide opportunities for students to gain a broad range of experiences, including experiences in:
  - a. Personal and career assessments
  - b. Personal counseling experience in either an individual or group context
  - c. Experience in School-based programs serving parents and family members
  - d. Observing classroom instruction
  - e. Attending district and school based meetings
  - f. Mapping school-based community resources
  - g. The candidate is to perform, under supervision, the functions of school counselors in school counseling domains.
  - h. Participating in professional development activities.
  - i. Participating in individual or group supervision.
  - j. Learning about and using technology and information systems.
  - k. Learning about Individual differences and student diversity.
- C. The FIELDWORK SITE shall provide activities that occur across at minimum of two of four settings, including, (a) elementary, middle school or junior high, and (b) high school.
- D. The FIELDWORK SITE in collaboration with the UNIVERSITY will designate one school counselor who has at least two years experience in school counseling to serve as the primary supervisor. The student may also work with other experienced school counselors for specific activities. In no case shall any supervisor be assigned by the FIELDWORK SITE to provide concurrent supervision for more than two interns or students.
- E. The FIELDWORK SITE shall ensure that the student receives an average of one hour of individual or one and one-half hours of group face-to-face supervision per week, although more time may be needed, especially at the beginning of the FIELDWORK experience.
- F. The FIELDWORK SITE supervisor, in collaboration with the UNIVERSITY faculty, will complete at least one written evaluation of the student's performance near the end of each university session.
- G. The FIELDWORK SITE shall ensure that the student will be treated by the district as part of the professional staff and provided a supportive work environment, adequate supplies, counseling and test materials. In addition, it shall see that the student is encouraged to participate in district, SELPA, or county committees; and that he/she is provided release time as needed to attend professional development experiences or professional association meetings.

**I. Specific Supervision Requirements School Psychology Fieldwork:**

- A. Provide an average of one (1) hour of individual or one-and-one-half (1.5) hours of small group supervision per week from an experienced school psychologist with at least two years of professional experience.
- B. Provide experiences with a diverse student population.
- C. Provide experiences with a variety of educational programs.
- D. Provide opportunities for students to gain a broad range of experiences, including experiences in:

- a. Data based decision making: Assessing and reevaluating individual pupils and their programs.
  - b. Collaboration and consultation with school personnel and participation on interdisciplinary teams.
  - c. Developing, implementing and evaluating academic and behavioral interventions.
  - d. Providing counseling and other mental health interventions.
  - e. Home, school, community collaboration: working with parents and community members.
  - f. Learning about, helping develop, or evaluating policy, practices and programs.
  - g. Participating in professional development activities.
  - h. Participating in individual or group supervision.
  - i. Learning about and using technology and information systems.
  - j. Learning about Individual differences and student diversity.
- E. The FIELDWORK SITE shall provide activities that occur across at minimum of two of four settings, including (a) preschool, (b) elementary, (c) middle school or junior high, and (d) high school.
- F. The FIELDWORK SITE in collaboration with the UNIVERSITY will designate one school psychologist who has at least two years experience in School Psychology to serve as the primary supervisor. The student may also work with other experienced school psychologists for specific activities. In no case shall any supervisor be assigned by the FIELDWORK SITE to provide concurrent supervision for more than two interns or students.
- G. The FIELDWORK SITE shall ensure that the student receives an average of one hour of individual or one and one-half hours of group face-to-face supervision per week, although more time may be needed, especially at the beginning of the FIELDWORK experience.
- H. The FIELDWORK SITE supervisor, in collaboration with the UNIVERSITY faculty, will complete at least one written evaluations of the student's performance near the end of each university session.
- I. The FIELDWORK SITE shall ensure that the student will be treated by the district as part of the professional staff and provided a supportive work environment, adequate supplies, counseling and test materials. In addition, it shall see that the student is encouraged to participate in district, SELPA, or county committees; and that he/she is provided release time as needed to attend professional development experiences or professional association meetings.

**School Administration:**

- A. The FIELDWORK SITE shall provide student with individual and/or small group supervision from an experienced school administrator.
- B. The FIELDWORK SITE shall ensure that the student receives an average of one hour of individual and/or one and one-half hours of group face-to-face supervision per week, although more time may be needed, especially at the beginning of the FIELDWORK experience.
- C. The FIELDWORK SITE supervisor, in collaboration with the UNIVERSITY faculty, will complete at least one written evaluation of the student's performance near the end of each university session.

**Appendix C**  
**Tracy Unified School District insurance requirements**

The following is required for all university agreements:

1. **Certificate of Liability Insurance** (Acord 25) signed by the insurer's representative.
    - a. List the "Certificate Holder" as follows:  
Tracy Unified School District  
1875 W. Lowell Avenue  
Tracy, CA 95376
    - b. Comprehensive General Liability with limits of \$1,000,000 combined single limit per occurrence and \$2,000,000 aggregate is required. (The District reserves the right to increase the minimum insurance requirements upon the recommendation of the District's Risk Management Department).
    - c. Proof of Workers Compensation for university employees who will be on district's school sites to observe their students. (waiver of subrogation to be part of this coverage)
    - d. Proof of Professional Liability Insurance, with coverage for Sexual Molestation Coverage with endorsement.
  2. An **Additional Insured Endorsement** (Form Number CG 2026 – **Additional Insured – Owners, Lessee or Contractors, Scheduled Person or Organization** or its direct equivalent) **must** accompany the Certificate of Liability Insurance. Please note the following:
    - a. List the "Additional Insured" as follows:  
**Tracy Unified School District, its Governing Board, its Officers, its Agents, its Employees, and its Volunteers are named as additional insured with the respects to Liability.**
    - b. The coverage shall be primary and non-contributory, with respect to general liability and waiver of subrogation for workers compensation (if applicable).
    - c. The additional insured endorsement should indicate the effective date, policy number, and the name of the insurance carrier.
-



# HUMAN RESOURCES MEMORANDUM

---

**TO:** Dr. Brian Stephens, Superintendent  
**FROM:** Tammy Jalique, Associate Superintendent for Human Resources  
**DATE:** May 22, 2018  
**SUBJECT:** **Approve School Psychology and School Counseling Internship Agreement with Brandman University**

**BACKGROUND:** Tracy Unified School District currently employs interns 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 positions within the district. A contract with Brandman University and Tracy Unified School District will expand options for meeting staffing needs. This agreement will be effective June 30, 2018 through June 29, 2021.

**RATIONALE:** By adding Brandman University Intern 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 School Psychology and School Counseling Internship Agreement with Brandman University

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

**SUPERVISED INTERNSHIP AGREEMENT**

Please check below all the applicable supervised fieldwork in which in your District will be participating with Brandman University Modesto Campus.

- |                                 |                                     |
|---------------------------------|-------------------------------------|
| <b>SCHOOL PSYCHOLOGY</b>        | <input checked="" type="checkbox"/> |
| <b>EDUCATION ADMINISTRATION</b> | <input type="checkbox"/>            |
| <b>SCHOOL COUNSELING</b>        | <input checked="" type="checkbox"/> |

THIS AGREEMENT is made and entered into by and between Brandman University hereinafter called the "UNIVERSITY," and the Tracy Unified School District, hereinafter called "FIELDWORK SITE."

WHEREAS, an INTERN, as defined in Appendix A, is required to enroll in education courses while serving under the supervision of experienced UNIVERSITY and FIELDWORK SITE professionals, during which time the INTERN shall hold an internship credential granted by the California Commission on Teacher Credentialing, (hereinafter the "COMMISSION").

**I. RESPONSIBILITIES OF THE UNIVERSITY**

- A. The UNIVERSITY will assure that the student shall have completed the necessary educational prerequisites, if so required, to be eligible for supervised fieldwork.
- B. The UNIVERSITY shall designate a faculty or staff member to coordinate, consult, and collaborate with the classroom teacher or district designee of the FIELDWORK SITE, the activities of each student assigned to FIELDWORK SITE and student fieldwork experience.
- C. The UNIVERSITY shall complete periodic observations and/or evaluations of the student regarding his/her performance at the FIELDWORK SITE as per arrangement between the UNIVERSITY faculty or staff member and the FIELDWORK SITE supervisor.
- D. The UNIVERSITY agrees to obtain and provide proof of insurance as specific in APPENDIX C. This required insurance will apply to the UNIVERSITY'S Supervisors visiting the students on the DISTRICT premises.

**II. RESPONSIBILITIES OF THE FIELDWORK SITE**

- A. The FIELDWORK SITE shall provide field experiences in such schools or classes of the FIELDWORK SITE and under the direct supervision and instruction of such employees of the FIELDWORK SITE, as specified by the duly authorized representatives of the FIELDWORK SITE and the UNIVERSITY.
- B. The FIELDWORK SITE shall provide students with experiences with a student population that is

diverse in terms of ethnicity, culture, language, socio-economics and/or special needs.

- C. The FIELDWORK SITE staff will promptly and thoroughly investigate any complaint by any participating student of unlawful discrimination or harassment at the FIELDWORK SITE or involving employees or agents of the FIELDWORK SITE, take prompt and effective remedial action when discrimination or harassment is found to have occurred, and promptly notify the UNIVERSITY of the existence and outcome of any complaint of harassment by, against, or involving any participating student.
- D. To notify the UNIVERSITY of any change in its personnel, operation, or policies which may affect the field education experience.
- E. Comply with all federal, state and local statutes and regulations applicable to the operation of the program, including without limitation, laws relating to the confidentiality of student records.
- F. The FIELDWORK SITE staff shall comply with APPENDIX B regarding the FIELDWORK SITE's supervision of UNIVERSITY students.
- G. The FIELDWORK SITE acknowledges that each INTERN under this Agreement shall be a paid employee of the FIELDWORK SITE and thus covered under the FIELDWORK SITE'S insurance policies, including Workers' Compensation, to the extent available to other teachers. No intern shall be considered an employee or agent of Brandman University while performing services for the District.

### III. THE PARTIES MUTUALLY AGREE

- A. Neither party shall discriminate in the assignment of INTERNS on the basis of race, color, disability, gender, religion, national origin, ancestry, sexual orientation, or any other basis prohibited by law.
- B. Any failure of a party to enforce that party's right under any provision of this Agreement shall not be construed or act as a waiver of said party's subsequent right to enforce any provisions contained herein.
- C. Notices required or permitted to be provided under this Agreement shall be in writing and shall be deemed to have been duly given if mailed first class to the parties that signed this agreement and to the addresses below.

**FIELDWORK SITE CONTACT INFORMATION:**

Tracy Unified School District  
1875 West Lowell Avenue  
Tracy, CA 95376  
Attn: Tammy Jalique, Associate Superintendent  
of Human Resources  
Tel: (209) 830-3200 Ext. 1304

**UNIVERSITY CONTACT INFORMATION:**

Brandman University  
16355 Laguna Canyon Road  
Irvine, CA 92618  
Attn: School of Education, Dean  
Fax: (800) 775-0128

- D. If any term or provision of this Agreement is for any reason held to be invalid, such invalidity shall not affect any other term or provision, and this Agreement shall be interpreted as if such term or provision had never been contained in this Agreement.
- E. In the event of any material default under this Agreement, which default remains uncured for a period of twenty-one (21) days after receipt of written notice of such default, or in the event of the loss of WASC accreditation by the UNIVERSITY, this Agreement may be immediately terminated by the non-defaulting party.

- F. This Agreement fully supersedes any and all prior agreements or understandings between the parties or any of their respective affiliates with respect to the subject matter hereof. No change, modification, addition, amendment, or supplement to this Agreement shall be valid unless set forth in writing and signed and dated by both parties hereto subsequent to the execution of this Agreement.
- G. This Agreement shall be construed in accordance with the laws of the State of California in effect at the time of the execution of this Agreement. Should either party institute legal action to enforce any obligation contained herein, it is agreed that the proper venue of such suit or action shall be Orange County, California.

**IV. TERM AND TERMINATION OF AGREEMENT**

- A. THE TERM of this Agreement shall be effective June 30, 2018 and shall continue in full force and effect through June 29, 2021. This Agreement may be renewed for one (1) additional term of the contract by mutual written consent of the parties.
- B. THIS AGREEMENT may be terminated by either the UNIVERSITY or the FIELDWORK SITE with or without cause upon thirty (30) days written notice provided that (subject to the other terms of this Agreement) all students performing fieldwork at the time of notice of termination are given the opportunity to complete their fieldwork at the Fieldwork Site.

**SIGNATURES:**

FIELDWORK SITE:    Signature: \_\_\_\_\_  
    Name: \_\_\_\_\_  
    Title: \_\_\_\_\_  
    Date: \_\_\_\_\_

UNIVERSITY:        Signature: \_\_\_\_\_  
    Name:        Phillip L. Doolittle  
    Title:        Executive Vice Chancellor of Finance and  
    Administration and Chief Financial Officer  
    Date: \_\_\_\_\_

Signature:   
    Name:        Dr. Christine Zeppos  
    Title:        Dean, School of Education  
    Date: \_\_\_\_\_



**Appendix A**  
**Definition of Internship**

- A. "INTERN" is defined according to the COMMISSION as a person who is enrolled in a COMMISSION-approved internship program and is serving with an Internship Credential issued upon the recommendation of the UNIVERSITY.
- B. INTERNS shall not displace certificated FIELDWORK SITE employees. FIELDWORK SITE further agrees to provide written certification that no person with the appropriate credential, background and qualifications is interested and/or available in the position that is the subject matter of this Agreement.
- C. The internship may continue for a period of up to two years and the credential may be renewed upon a showing of good cause.
- D. The internship program is being implemented in order to provide the INTERN with an opportunity to gain field experience on a paid basis. In the event that the internship is being developed to meet an employment shortage, FIELDWORK SITE agrees to provide a statement regarding the availability of qualified, certificated individuals holding the appropriate credential.
- E. The Internship Credential is issued for service only in the FIELDWORK SITE District and the UNIVERSITY shall notify the COMMISSION of the FIELDWORK SITE'S participation.

**Appendix B**  
**Specific Supervision Requirements for Each Program**

**School Counseling Fieldwork:**

- A. Provide an average of one (1) hour of individual or one-and-one-half (1.5) hours of small group supervision per week from an experienced school counselor with at least two years of professional experience.
- B. Provide opportunities for students to gain a broad range of experiences, including experiences in:
  - a. Personal and career assessments
  - b. Personal counseling experience in either an individual or group context
  - c. Experience in School-based programs serving parents and family members
  - d. Observing classroom instruction
  - e. Attending district and school based meetings
  - f. Mapping school-based community resources
  - g. The candidate is to perform, under supervision, the functions of school counselors in school counseling domains.
  - h. Participating in professional development activities.
  - i. Participating in individual or group supervision.
  - j. Learning about and using technology and information systems.
  - k. Learning about Individual differences and student diversity.
- C. The FIELDWORK SITE shall provide activities that occur across at minimum of two of four settings, including, (a) elementary, middle school or junior high, and (b) high school.
- D. The FIELDWORK SITE in collaboration with the UNIVERSITY will designate one school counselor who has at least two years experience in school counseling to serve as the primary supervisor. The student may also work with other experienced school counselors for specific activities. In no case shall any supervisor be assigned by the FIELDWORK SITE to provide concurrent supervision for more than two interns or students.
- E. The FIELDWORK SITE shall ensure that the student receives an average of one hour of individual or one and one-half hours of group face-to-face supervision per week, although more time may be needed, especially at the beginning of the FIELDWORK experience.
- F. The FIELDWORK SITE supervisor, in collaboration with the UNIVERSITY faculty, will complete at least one written evaluation of the student's performance near the end of each university session.
- G. The FIELDWORK SITE shall ensure that the student will be treated by the district as part of the professional staff and provided a supportive work environment, adequate supplies, counseling and test materials. In addition, it shall see that the student is encouraged to participate in district, SELPA, or county committees; and that he/she is provided release time as needed to attend professional development experiences or professional association meetings.

**I. Specific Supervision Requirements School Psychology Fieldwork:**

- A. Provide an average of one (1) hour of individual or one-and-one-half (1.5) hours of small group supervision per week from an experienced school psychologist with at least two years of professional experience.
- B. Provide experiences with a diverse student population.

- C. Provide experiences with a variety of educational programs.
- D. Provide opportunities for students to gain a broad range of experiences, including experiences in:
  - a. Data based decision making: Assessing and reevaluating individual pupils and their programs.
  - b. Collaboration and consultation with school personnel and participation on interdisciplinary teams.
  - c. Developing, implementing and evaluating academic and behavioral interventions.
  - d. Providing counseling and other mental health interventions.
  - e. Home, school, community collaboration: working with parents and community members.
  - f. Learning about, helping develop, or evaluating policy, practices and programs.
  - g. Participating in professional development activities.
  - h. Participating in individual or group supervision.
  - i. Learning about and using technology and information systems.
  - j. Learning about Individual differences and student diversity.
- E. The FIELDWORK SITE shall provide activities that occur across at minimum of two of four settings, including (a) preschool, (b) elementary, (c) middle school or junior high, and (d) high school.
- F. The FIELDWORK SITE in collaboration with the UNIVERSITY will designate one school psychologist who has at least two years experience in School Psychology to serve as the primary supervisor. The student may also work with other experienced school psychologists for specific activities. In no case shall any supervisor be assigned by the FIELDWORK SITE to provide concurrent supervision for more than two interns or students.
- G. The FIELDWORK SITE shall ensure that the student receives an average of one hour of individual or one and one-half hours of group face-to-face supervision per week, although more time may be needed, especially at the beginning of the FIELDWORK experience.
- H. The FIELDWORK SITE supervisor, in collaboration with the UNIVERSITY faculty, will complete at least one written evaluations of the student's performance near the end of each university session.
- I. The FIELDWORK SITE shall ensure that the student will be treated by the district as part of the professional staff and provided a supportive work environment, adequate supplies, counseling and test materials. In addition, it shall see that the student is encouraged to participate in district, SELPA, or county committees; and that he/she is provided release time as needed to attend professional development experiences or professional association meetings.

**School Administration Fieldwork:**

- A. The FIELDWORK SITE shall provide student with individual and/or small group supervision from an experienced school administrator.
- B. The FIELDWORK SITE shall provide student with experiences with a diverse student population.
- C. The FIELDWORK SITE shall provide student with experiences with a variety of educational programs.
- D. The FIELDWORK SITE shall ensure that the student receives an average of one hour of individual and/or one and one-half hours of group face-to-face supervision per week, although more time may be needed, especially at the beginning of the FIELDWORK experience.
- E. The FIELDWORK SITE supervisor, in collaboration with the UNIVERSITY faculty, will complete at least one written evaluation of the student's performance near the end of each university semester.
- F. The FIELDWORK SITE shall ensure that the student will be treated by the FIELDWORK SITE as part of the professional staff and is provided a supportive work environment and adequate supplies. In addition, it shall see that the INTERN is encouraged to participate in district or county committees and that he/she is provided release time as needed to attend professional development experiences or professional association meetings.

**APPENDIX C**  
**Tracy Unified School District insurance requirements**

The following is required for all university agreements:

1. **Certificate of Liability Insurance** (Acord 25) signed by the insurer's representative.
  - a. List the "Certificate Holder" as follows:  
Tracy Unified School District  
1875 W. Lowell Avenue  
Tracy, CA 95376
  - b. Comprehensive General Liability with limits of \$1,000,000 combined single limit per occurrence and \$2,000,000 aggregate is required. (The District reserves the right to increase the minimum insurance requirements upon the recommendation of the District's Risk Management Department).
  - c. Proof of Workers Compensation for university employees who will be on district's school sites to observe their students. (waiver of subrogation to be part of this coverage)
  - d. Proof of Professional Liability Insurance, with coverage for Sexual Molestation Coverage with endorsement.
2. An **Additional Insured Endorsement** (Form Number **CG 2026 – Additional Insured – Owners, Lessee or Contractors, Scheduled Person or Organization** or its direct equivalent) **must** accompany the Certificate of Liability Insurance. Please note the following:
  - a. List the "Additional Insured" as follows:  
**Tracy Unified School District, its Governing Board, its Officers, its Agents, its Employees, and its Volunteers are named as additional insured with the respects to Liability.**
  - b. The coverage shall be primary and non-contributory, with respect to general liability and waiver of subrogation for workers compensation (if applicable).
  - c. The additional insured endorsement should indicate the effective date, policy number, and the name of the insurance carrier.



# HUMAN RESOURCES MEMORANDUM

---

**TO:** Dr. Brian Stephens, Superintendent  
**FROM:** Tammy Jalique, Associate Superintendent for Human Resources  
**DATE:** May 22, 2018  
**SUBJECT:** **Approve Teacher Internship Agreement with Brandman University**

**BACKGROUND:** Tracy Unified School District currently employs interns 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 Brandman University and Tracy Unified School District will expand options for meeting staffing needs. This agreement will be effective June 30, 2018 through June 29, 2020.

**RATIONALE:** By adding Brandman University Intern 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 Teacher Internship Agreement with Brandman University

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



---

**INTERNSHIP CONTRACT AGREEMENT**

**by and between**

**BRANDMAN UNIVERSITY**

**and**

**Tracy Unified School District**

- **Multiple Subject Internship Credential**
- **Single Subject Internship Credential**
- **Education Specialist Internship Credential**

An Internship Credential authorizes the same service at the same level as the Preliminary Credential with some exceptions. The Internship Credential is only valid in one school district or consortium under the preconditions established by State law (see Appendix A).

For this reason, interns must have a contract before a credential can be issued. Each intern candidate is to work under the direct and continuing supervision of a Brandman University Supervisor, from the Modesto Campus, and District Mentor who provides general support at the classroom level of the cooperating school. Also, the Internship Credential shall be issued initially for a two-year period and may be renewed by the Commission. (Education Code Section 44455). For renewals, please see Education Code Section 44456.

**I. General Provisions**

**a. The UNIVERSITY agrees and verifies that:**

- i. Each Intern Teacher shall have met the requirements for enrollment in its Credential Programs
- ii. Each Intern Teacher must have completed the minimum number of preservice hours of University Credential Program course work, as required by the CCTC for issuance of the Intern Credential.
- iii. Each Intern Teacher shall apply for the Internship Credential through the Teacher Accreditation Department at Brandman University, upon verification of employment from the School District.

**b. The DISTRICT agrees and verifies that:**

- i. The intern assumes full teaching and legal responsibility for their classroom from the first day of the teaching assignment as a paid employee of the District.

- ii. The intern will attend department and faculty meetings and parent-teacher conferences when appropriate. No intern may coach extracurricular activities nor be required to attend meetings that present a conflict with his/her internship responsibilities at Brandman University.
- iii. The intern is expected to attend all school and district in-service training sessions whenever possible. The intern will also attend assigned District and School orientations that occur prior to the start of the school. If there is a conflict between University and District training, University meetings shall take priority during the Internship period.

## **II. Support and Supervision Requirements**

Pursuant to California Education Code §44321, the supervision and support of interns is the responsibility of both the Commission-approved teacher preparation program and the employer. The Commission requires that each approved intern program must have a signed Memorandum of Understanding (MOU) outlining the respective responsibilities of the program and of the employer.

### **a. General Support and Supervision Provided to All Interns**

The UNIVERSITY and DISTRICT together shall provide a minimum of 144 hours of support/mentoring and supervision to each intern teacher per school year including coaching, modeling, and demonstrating within the classroom, assistance with course planning and problem-solving regarding students, curriculum, and development of effective teaching methodologies. The minimum support, mentoring and supervision provided to an intern teacher who assumes daily teaching responsibilities after the beginning of a school year shall be equal to four hours times the number of instructional weeks remaining in the school year. A minimum of two hours of support/mentoring and supervision must be provided to an intern teacher every five instructional days.

- i. The UNIVERSITY shall select supervisors that have current knowledge in their subject matter area; understand the context of public schooling; ability to model best professional practices in teaching and learning, scholarship and service; knowledge about diverse abilities, cultural, language, ethnic and gender diversity; and understanding of academic standards, frameworks, and accountability systems that drive the curriculum of public schools.
- ii. The UNIVERSITY shall provide supervision and ongoing support for a minimum of 72 hours per school year. University supervisors will conduct classroom observations a minimum of four times each term that include pre and post observation discussions. Supervisors will maintain weekly contact with the intern to provide support related to planning, curriculum, and instruction in addition to problem solving regarding students.

- iii. The DISTRICT shall select mentor teachers who meet the following qualifications:
  - (1) valid corresponding Clear or Life credential,
  - (2) three years successful teaching experience, and
  - (3) the English Learner (EL) Authorization (if responsible for providing specified EL support).If the mentor does not hold an EL Authorization, the district must identify an individual who does have a valid EL authorization and who is immediately available to assist the intern with planning lessons that are appropriately designed and differentiated for English learners, for assessing language needs and progress, and to support language accessible instruction, through in-classroom modeling and coaching as needed.
- iv. The DISTRICT shall provide supervision and ongoing support for a minimum of 72 hours per school year with a minimum of two hours of support/mentoring and supervision per week. The mentor(s) role is to provide support specifically addressing issues in the intern's classroom (See Appendix B for examples of support/supervision activities). Interns without an English Language Authorization must also receive focused English Language instruction support.
- v. The UNIVERSITY shall provide orientation and training for the district mentors and university supervisors.
- vi. The University Supervisor and District Mentor shall meet together regularly with the intern to ensure the intern is following the California Teaching Performance Expectations.
- vii. The UNIVERSITY shall monitor the completion of university and employer-provided support/mentoring to ensure that interns teachers are receiving the minimum 144 hours of mentoring via forms submitted by the interns in LiveText.
- viii. The District Mentor and site administrator shall participate in surveys that provide feedback to the university regarding the internship experience.

**b. Support and Supervision Specific to Teaching English Learners**

The following additional support/mentoring and supervision shall be provided to an intern teacher who enters the program without a valid English learner authorization listed on a previously issued multiple subject, single subject, or education specialist instruction teaching credential; a valid English learner or Cross-cultural, Language and Academic Development (CLAD) authorization:

- i. The UNIVERSITY shall provide 45 hours of support/mentoring and supervision per school year, including in-classroom coaching, specific to the needs of English learners. The minimum support/mentoring and supervision provided to an intern teacher who assumes daily teaching responsibilities after the beginning of a school year shall be equal to five hours times the number of months remaining in the school year. The support/mentoring and supervision should be distributed in a manner that sufficiently supports the intern teacher's development of knowledge and skills in the instruction of English learners.
- ii. The DISTRICT shall identify an individual who will be immediately available to assist the intern teacher with planning lessons that are appropriately designed and differentiated for English learners, for assessing language needs and progress, and for support of language accessible instruction through in-classroom modeling and coaching as needed. The identified individual may be the same mentor assigned pursuant to section I above provided the individual possesses an English learner authorization and will be immediately available to assist the intern teacher. (See Appendix B for examples of support/supervision activities).
- iii. An individual who passes the California Teaching of English Learner (CTEL) examinations prior or subsequent to the issuance of the intern credential may be exempted from the additional 45 hours of support/mentoring and supervision specific to the needs of English learners.
- iv. The UNIVERSITY shall monitor the completion of university and employer-provided support/mentoring to ensure that interns teachers are receiving the minimum 45 hours of support/mentoring specific to the needs of English learners via forms submitted by the interns in LiveText.

### **III. THE PARTIES MUTUALLY AGREE**

- A. The parties mutually agree each shall provide and maintain commercial general liability insurance or self-insurance acceptable to both parties in the minimum amounts of \$1,000,000 per occurrence, \$3,000,000 general aggregate and upon request shall furnish proof thereof in the form of a certificate of insurance within 30 days of the effective date of this Agreement. Each Certificate of Insurance shall specify that should any above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. In addition, the UNIVERSITY agrees to obtain and provide proof of insurance as specific in APPENDIX C. This required insurance will apply to the UNIVERSITY'S Supervisors visiting the students on the DISTRICT premises.
- B. The UNIVERSITY agrees to indemnify, hold harmless, and defend the DISTRICT, its agents and employees from and against all loss or expense (including costs and attorney fees) resulting from liability imposed by law upon the DISTRICT because of bodily injury

to or death of any person or on account of damages to property, including loss of use thereof, arising out of or in connection with this Agreement and due or claimed to be due to the negligence of the UNIVERSITY, its agents or employees.

The DISTRICT agrees to indemnify, hold harmless, and at the University's request, defend the UNIVERSITY, its agents and employees from and against all loss or expenses (including costs and attorney fees) resulting from liability imposed by law upon the University because of bodily injury to or death of any person or on account of damages to property, including loss of use thereof, arising out of or in connection with the Agreement, and due or claimed to be due to the negligence of the DISTRICT, its agents or employees.

- C. Both parties acknowledge they are independent contractors, and nothing contained in this Agreement shall be deemed to create an agency, joint venture, franchise or partnership relation between the parties and neither party shall so hold itself out. Neither party shall have the right to obligate or bind the other party in any manner whatsoever, and nothing contained in this Agreement shall give or is intended to give any right of any kind to third persons.
- D. Any failure of a party to enforce that party's right under any provision of this Agreement shall not be construed or act as a waiver of said party's subsequent right to enforce any provisions contained herein.
- E. Notices required or permitted to be provided under this Agreement shall be in writing and shall be deemed to have been duly given if mailed first class to the parties that signed this agreement and to the addresses below.

FIELDWORK INFORMATION:	SITE	CONTACT	UNIVERSITY INFORMATION:	CONTACT
	Tracy Unified School District 1875 West Lowell Avenue Tracy, CA 95376 Attn: Tammy Jalique, Superintendent of Human Resources Tel: (209) 830-3200 Ext. 1304	Associate	Brandman University 16355 Laguna Canyon Road Irvine, CA 92618 Attn: School of Education, Dean Fax: (800) 775-0128	

- F. If any term or provision of this Agreement is for any reason held to be invalid, such invalidity shall not affect any other term or provision, and this Agreement shall be interpreted as if such term or provision had never been contained in this Agreement.
- G. In the event of any material default under this Agreement, which default remains uncured for a period of twenty-one (21) days after receipt of written notice of such default, or in the event of the loss of WASC accreditation by the UNIVERSITY, this Agreement may be immediately terminated by the non-defaulting party.

- H. This Agreement fully supersedes any and all prior agreements or understandings between the parties or any of their respective affiliates with respect to the subject matter hereof. No change, modification, addition, amendment, or supplement to this Agreement shall be valid unless set forth in writing and signed and dated by both parties hereto subsequent to the execution of this Agreement.
- I. This Agreement shall be construed in accordance with the laws of the State of California in effect at the time of the execution of this Agreement. Should either party institute legal action to enforce any obligation contained herein, it is agreed that the proper venue of such suit or action shall be Orange County, California.

#### **IV. TERM AND TERMINATION OF AGREEMENT**

Brandman University and the Tracy Unified School District, agree to all the conditions of this Internship Contract Agreement as outlined above, to be effective on June 30, 2018, and continuing until June 29, 2020 (2-year maximum). This agreement may be terminated and the provisions of this agreement may be altered, changed or amended by mutual consent of both parties upon sixty (60) days written notice.

**SIGNATURES:**

DISTRICT  
REPRESENTATIVES:

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Superintendent  
Date: \_\_\_\_\_

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Human Resources  
Date: \_\_\_\_\_

UNIVERSITY:

Signature: \_\_\_\_\_  
Name: Phillip L. Doolittle  
Title: Executive Vice Chancellor of Finance and  
Administration and Chief Financial Officer  
Date: \_\_\_\_\_

Signature:  \_\_\_\_\_  
Name: Dr. Christine Zeppos  
Title: Dean, School of Education  
Date: \_\_\_\_\_

## APPENDIX A

### Preconditions Established for Internship Programs

For initial program accreditation and continuing accreditation by the Committee on Accreditation, participating districts and universities must adhere to the following requirements of state law or Commission policy.

- (1) **Bachelor's Degree Requirement.** Candidates admitted to internship programs must hold baccalaureate degrees or higher from a regionally accredited institution of higher education. Reference: Education Code §§44325, 44326, 44453.
- (2) **Subject Matter Requirement.** Each Multiple Subject intern admitted into the program has passed the Commission-approved subject matter examinations(s) for the subject area(s) in which the Intern is authorized to teach, and each Single Subject intern admitted into the program has passed the Commission-approved subject matter examination(s) or completed the subject matter program for the subject areas(s) in which the Intern is authorized to teach. Reference: Education Code § 44325(c) (3).
- (3) **Pre-Service Requirement.**
  - (a) Each Multiple and Single Subject Internship program must include a minimum of 120 clock hour (or the semester or quarter unit equivalent) pre-service component which includes foundational preparation in general pedagogy including classroom management and planning, reading/language arts, subject specific pedagogy, human development, and teaching English Learners.
  - (b) Each Education Specialist Internship program includes a minimum of 120 clock hour (or the semester or quarter unit equivalent) pre-service component which includes foundational preparation in pedagogy including classroom management and planning, reading/language arts, specialty specific pedagogy, human development, and teaching English Learners.
- (4) **Professional Development Plan.** The employing district has developed and implemented a Professional Development Plan for interns in consultation with a Commission-approved program of teacher preparation. The plan shall include all of the following:
  - (a) Provisions for an annual evaluation of the intern.
  - (b) A description of the courses to be completed by the intern, if any, and a plan for the completion of preservice or other clinical training, if any, including student teaching.
  - (c) Additional instruction during the first semester of service, for interns teaching in kindergarten or grades 1 to 6 inclusive, in child development and teaching methods, and special education programs for pupils with mild and moderate disabilities.
  - (d) Instruction, during the first year of service, for interns teaching children in bilingual classes in the culture and methods of teaching bilingual children, and instruction in the etiology and methods of teaching children with mild and moderate disabilities.

- (5) **Supervision of Interns.**
- (a) In all internship programs, the participating institutions shall provide supervision of all interns.
- (b) University Intern Programs only: No intern's salary may be reduced by more than 1/8 of its total to pay for supervision, and the salary of the intern shall not be less than the minimum base salary paid to a regularly certificated person. If the intern salary is reduced, no more than eight interns may be advised by one district support person. Reference: Education Code § 44462. Institutions will describe the procedures used in assigning supervisors and, where applicable, the system used to pay for supervision.
- (6) **Assignment and Authorization.** To receive program approval, the participating institution authorizes the candidates in an internship program to assume the functions that are authorized by the regular standard credential. Reference: Education Code § 44454. The institution stipulates that the interns' services meet the instructional or service needs of the participating district(s). Reference: Education Code § 44458.
- (7) **Participating Districts.** Participating districts are public school districts or county offices of education. Submissions for approval must identify the specific districts involved and the specific credential(s) involved. Reference: Education Code §§ 44321 and 44452.
- (8) **Early Program Completion Option.** Each intern program must make available to candidates who qualify for the option the opportunity to choose an early program completion option, culminating in a five year preliminary teaching credential. This option must be made available to interns who meet the following requirements:
- (a) Pass a written assessment adopted by the commission that assesses knowledge of teaching foundations as well as all of the following:
- Human development as it relates to teaching and learning aligned with the state content and performance standards for K-12 students
  - Techniques to address learning differences, including working with students with special needs
  - Techniques to address working with English learners to provide access to the curriculum
  - Reading instruction in accordance with state standards
  - Assessment of student progress based on the state content and performance standards
  - Classroom management techniques
  - Methods of teaching the subject fields
- (b) Pass the teaching performance assessment. This assessment may be taken only one time by an intern participating in the early completion option.
- (c) Pass the Reading Instruction Competence Assessment (RICA) (Multiple Subject Credential only).

- (d) Meet the requirements for teacher fitness.

An intern who chooses the early completion option but is not successful in passing the assessment may complete his or her full internship program. (Reference: Education Code § 44468).

- (9) **Length of Validity of the Intern Certificate.** Each intern certificate will be valid for a period of two years. However, a certificate may be valid for three years if the intern is participating in a program leading to the attainment of a specialist credential to teach students, or for four years if the intern is participating in a district intern program leading to the attainment of both a multiple subject or a single subject teaching credential and a specialist credential to teach students with mild/moderate disabilities. Reference: Education Code § 44325 (b).
- (10) **Non-Displacement of Certificated Employees.** The institution and participating districts must certify that interns do not displace certificated employees in participating districts.
- (11) **Justification of Internship Program.** When an institution submits a program for initial or continuing accreditation, the institution must explain why the internship is being implemented. Programs that are developed to meet employment shortages must include a statement from the participating district(s) about the availability of qualified certificated persons holding the credential. The exclusive representative of certificated employees in the credential area (when applicable) is encouraged to submit a written statement to the Committee on Accreditation agreeing or disagreeing with the justification that is submitted.
- (12) **Bilingual Language Proficiency.** Each intern who is authorized to teach in bilingual classrooms has passed the language proficiency subtest of the Commission-approved assessment program leading to the Bilingual Crosscultural Language and Academic Development Certificate. Reference: Education Code Section 44325 (c).

**APPENDIX B**  
**Support and Supervision Activities**

<b>Potential Support &amp; Supervision Activities to be Provided by the District</b>
Demonstration Lessons and/or Co-teaching activities with mentor
Classroom Observations and Coaching*
Content Specific Coaching (for example: math coaches, reading coaches, EL coaches*)
Grade Level or Department Meetings related to curriculum, planning, and/or instruction
New Teacher Orientation
Coaching (not evaluation) from Administrator
Co-planning with Special Educator or EL expert to address included special needs students and/or English learners*
Logistical help before and during school year (bulletin boards, seating arrangements, materials acquisition, parent conferences, etc.)
Review/discuss test results with colleagues (CELDT and standardized tests)*
Activities/workshops specifically addressing issues in the intern's classroom—co-attended by intern and mentor(s)
Intern Observations of other teachers and classrooms including observations of SDAIE/ELD lessons*
<b>Support &amp; Supervision Activities Provided through the University</b>
Classroom Observations and Coaching*
Weekly Online Seminars (problem solving issues with students, curriculum, instruction, TPEs, etc.) including EL support*
Weekly Contact with Supervisors via email, phone (voice, text), and/or video conferencing
Intern Observations of other teachers and classrooms including observations of SDAIE/ELD lessons*

*\*May also be used towards the 45-hour EL Support & Supervision Requirement.*

**APPENDIX C**  
**Tracy Unified School District insurance requirements**

The following is required for all university agreements:

1. **Certificate of Liability Insurance** (Acord 25) signed by the insurer’s representative.
    - a. List the “Certificate Holder” as follows:  
Tracy Unified School District  
1875 W. Lowell Avenue  
Tracy, CA 95376
    - b. Comprehensive General Liability with limits of \$1,000,000 combined single limit per occurrence and \$2,000,000 aggregate is required. (The District reserves the right to increase the minimum insurance requirements upon the recommendation of the District’s Risk Management Department).
    - c. Proof of Workers Compensation for university employees who will be on district’s school sites to observe their students. (waiver of subrogation to be part of this coverage)
    - d. Proof of Professional Liability Insurance, with coverage for Sexual Molestation Coverage with endorsement.
  2. An **Additional Insured Endorsement** (Form Number **CG 2026 – Additional Insured – Owners, Lessee or Contractors, Scheduled Person or Organization** or its direct equivalent) **must** accompany the Certificate of Liability Insurance. Please note the following:
    - a. List the “Additional Insured” as follows:  
**Tracy Unified School District, its Governing Board, its Officers, its Agents, its Employees, and its Volunteers are named as additional insured with the respects to Liability.**
    - b. The coverage shall be primary and non-contributory, with respect to general liability and waiver of subrogation for workers compensation (if applicable).
    - c. The additional insured endorsement should indicate the effective date, policy number, and the name of the insurance carrier.
-



# HUMAN RESOURCES MEMORANDUM

**TO:** Dr. Brian Stephens, Superintendent  
**FROM:** Tammy Jalique, Associate Superintendent for Human Resources  
**DATE:** May 22, 2018  
**SUBJECT:** **Approve Declaration for three Provisional Internship Permits**

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

**RATIONALE:** The Provisional Internship Permit allows the employing agency to fill staffing needs by hiring individuals who have not yet met the subject matter competence requirement for an internship program.

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

**RECOMMENDATION:** Approve Declaration for three Provisional Internship Permits

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

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

**DECLARATION**

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

Lisa Pierson; Monte Vista Middle School, Special Education RSP 6-8 grade  
Ana De La Mora; Kimball High School, Mathematics 9-12 grade  
Kia Gregory; Williams Middle School, 6<sup>th</sup> grade

**AYES:**  
**NOES:**  
**ABSTAIN:**  
**ABSENT:**

\_\_\_\_\_  
Board President

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

**ATTEST:**

\_\_\_\_\_  
Board Vice President

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



# HUMAN RESOURCES MEMORANDUM

**TO:** Dr. Brian R. Stephens, Superintendent  
**FROM:** Tammy Jalique, Associate Superintendent for Human Resources  
**DATE:** May 30, 2018  
**SUBJECT:** **Approve Revised Job Description for Director of Professional Learning and Curriculum**

**BACKGROUND:** The District continues the process of updating job descriptions to ensure that they accurately reflect current essential functions of the position, district requirements and any Federal or California Department of Education requirements. In addition, the Human Resources Department has established as one of its priorities, to review and revise outdated job descriptions.

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

**FUNDING:** No change in funding

**RECOMMENDATION:** Approve Revised Job Description for Director of Professional Learning and Curriculum

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

## TRACY UNIFIED SCHOOL DISTRICT JOB DESCRIPTION

**POSITION TITLE:** Director of ~~Staff Development~~ **Professional Learning and Curriculum**

**DEPARTMENT/DIVISION:** Educational Services

**POSITION SUMMARY:** The Director of ~~Staff Development~~ **Professional Learning and Curriculum**, under the direction of the ~~Assistant~~ **Associate** Superintendent of Educational Services, provides leadership and direction to the ~~staff development~~ **professional learning** activities and programs, and assists in functions that support the training of both new and existing staff in all identified areas.

### **ESSENTIAL FUNCTIONS:**

1. Serves on Curriculum Council and other district level committees to represent **professional learning** ~~staff development~~; issues as appropriate.
2. **Assists with the development of Pre-K-12 curriculum, including coordination of the district's curriculum committees.**
3. Organizes, directs and supervises the Tracy Teacher Induction Program.
4. **Organizes, directs and supervises the California Commission on Teacher Credentialing accredited Induction Program.**
5. **Organizes, directs and supervises the Peer Coaching Program.**
6. **Evaluates and supervises TOSA positions.**
7. **Evaluates and supervises the Mathematics Coordinator.**
8. **Evaluates and supervises the Program Administrator**
9. Provides assistance and training in teacher evaluation.
10. Assists school sites in developing and implementing the **professional learning** ~~staff development~~ components of their school plans.
11. Works with the ~~Assistant~~ **Associate** Superintendent of Human Resources to implement career ladder and professional growth programs.
12. **Plans and provides training and coaching support for Peer Assistance and Review Consulting Teachers.**
13. **Provides leadership for and serves on the Peer Assistance and Review Committee.**
14. **Plans and coordinates the district in-service days, including but not limited to Buy-back days, pre-service, and District Early Release Mondays.**
15. ~~Assists the Director of Special Projects and Curriculum in providing staff development activities and training that relates to district instructional programs such as Improving American Schools Act, Title I, Title II, title VI, SIP, EIA-LEP, GATE, and Immigrant and Migrant Educational programs.~~
16. Evaluates the effectiveness of ~~staff development~~ **professional learning** programs and personnel.
17. Facilitates meeting and information sessions on all ~~staff development~~ **professional learning** activities.
18. Develops guidelines and plans for implementing district **professional learning** ~~staff development~~ and in-service activities.

19. Remains current on legislation and research on **professional learning** staff development issues and practices, and updates district personnel on a regular basis.
20. Coordinates and implements activities related to the district's strategic plan.
21. Assists the ~~Assistant~~ **Associate** Superintendent of Educational Services with development of K-12 curriculum and related training.
22. Assists the ~~Assistant~~ **Associate** Superintendent of Educational Services with the establishment of standards and achievement.
23. Assists with the incorporation of educational technology into the **professional learning** staff development and training programs of the district.
24. ~~Performs any additional duties as assigned by the Assistant superintendent of Educational Services.~~
25. Provides evaluation and support for administrators.
26. Provides instruction and training for site administrators.
27. **Maintains regular and prompt attendance in the workplace.**
28. **Performs other related duties as assigned.**

**EDUCATION AND EXPERIENCE:** A valid California Teaching Credential, Administrative Services Credential ~~a Master's Degree required~~. A **Master's Degree Preferred**. Successful experience in the field of education, including teaching and administrative experience.

**SKILLS AND QUALIFICATIONS:** ~~Administration Services Credential required.~~

1. **Knowledge of the California Quality Professional Learning Standards and the California Standards for the Teaching Profession.**
2. **Ability to maintain cooperative working relationships with those contacted in the course of work.**
3. **Ability to apply strong communication skills, both orally and in writing.**
4. **Ability to collect and analyze data for evaluation and improvement of instructional practices and professional learning programs.**
5. **Ability to analyze accurately and adopt effective course of action.**
6. **Maintains confidentiality.**
7. **Ability to apply effective leaderships skills.**
8. **Comprehensive knowledge of and experience with effective presentation strategies.**
9. **Knowledge of professional learning practices.**
10. **Communicates and collaborates effectively with diverse groups and audiences.**
11. **Ability to integrate current technology into work and job functions.**
12. **Works independently with minimal supervision.**

**POSTION TITLE:** Director of **Professional Learning and Curriculum** ~~Staff Development~~

**PHYSICAL REQUIRMENTS:**

Employees in this position must have the ability to:

1. Stand and/or sit for extended periods of time.
2. Bend, squat, and/or stoop for brief periods of time.

3. ~~Reach above shoulder level for brief periods of time.~~
4. ~~Write on the chalkboard~~
5. ~~Push/pull up to 50 lbs.~~ **Reach overhead, grasp, push/pull up to 25 pounds for short distances.**
6. ~~Lift and carry up to 50 lbs.~~
7. **See and read a computer screen and printed matter with or without vision aids.**
8. **Speak so that others may understand at normal levels and on the telephone.**
9. **Hear and understand at normal levels and on the telephone with or without hearing aids.**
10. **Lift and carry up to 25 lbs. at shoulder height for short distances.**

**WORK ENVIRONMENT:**

Employees in this position will be required to work indoors in ~~an office environment during the course of the required work schedule.~~ **a standard office and/or classroom environment and come in direct contact with staff, students, and the public. In addition, the Director of Professional Learning and Curriculum must perform duties and responsibilities that occur outside the school campus and District Office for related activities and events, including off-site meetings and/or trainings.**

**SALARY:** Range 58 of the Leadership/Management salary schedule.

**DAYS OF SERVICE:** 225 days

Board Approved: TUSD 10/12/99  
 Revised: TUSD 6/27/00  
 Revised: TUSD 8/25/15 (range only)  
 Revised: TUSD 11.8.16 (range only)



# HUMAN RESOURCES MEMORANDUM

**TO:** Dr. Brian R. Stephens, Superintendent  
**FROM:** Tammy Jalique, Associate Superintendent for Human Resources  
**DATE:** May 30, 2018  
**SUBJECT:** Approve New Job Description for Assistant Principal of Alternative Schools

**BACKGROUND/RATIONALE:** Currently the Director of Adult and Career and Technical Education supervises the Adult School, Career and Technical Education and the Duncan Russell High School and Willow Community Day School programs. With the change in funding for the Director of Adult and Career and Technical Education beginning in the 2018-2019 school year, there is a need to split the Director position so that it no longer supervises the Duncan Russell and Willow Community School programs. Thus, a new job description is being created in order to provide an Assistant Principal at the Duncan Russell and Willow Community School sites beginning in the 2018-2019 school year. This agenda item meets District Strategic Goal #2: Hire, support, develop, train, and sustain district employees who create a singleness of purpose focused on maximizing students' academic, social, and emotional potential; 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 estimated cost of this position including health/welfare benefits is \$132,931.35 and will be funding with District LCFF Funds (General Fund).

**RECOMMENDATION:** Approve New Job Description for Assistant Principal of Alternative Schools

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

## TRACY UNIFIED SCHOOL DISTRICT JOB DESCRIPTION

**POSITION:** Assistant Principal of Alternative Schools

**DEPARTMENT:** Educational Services

**POSITION SUMMARY:** The Assistant Principal of Alternative Schools, under the direction of the Director of Student Services and Curriculum, assumes responsibilities in administration of the Alternative Schools, guidance, and general administrative functions and Independent Study instructional programs. In addition, this position serves as the instructional leader for the certificated and classified staff assigned to each site, ensures compliance with all federal, state and District laws, regulations, policies and requirements, and performs other related work as required.

### **ESSENTIAL FUNCTIONS:**

1. Directs and administers the Alternative Schools programs.
2. Supervises and evaluates the performance of certificated and classified staff in accordance with the District's guidelines for evaluation and assessment.
3. Receives and investigates parent complaints and processes appeals related to student progress and placement.
4. Directs and administers the school's student discipline program.
5. Works with teachers, para educators and students on issues related to student attendance.
6. Helps students to define their long-range educational goals, and assists students in establishing short-range goals for each school year and in setting personal performance standards.
7. Maintains a file on each student advised; a record of conferences with students and parents; and a record of student grades, warnings, progress reports; and current course of studies for individual students.
8. Participates in curriculum development, facility planning, personnel and budget functions, and task forces that will enhance the District's Alternative Programs.
9. Provides guidance to site and District personnel in identifying, planning, developing and implementing alternative programs.
10. Assists with the development of policies, administrative regulations and guidelines for alternative programs.
11. Processes and investigates personnel and sexual harassment complaints.
12. Provides leadership to the staff in determining objectives and identifying school needs as a basis for developing long and short-term plans for the school programs.
13. Interprets and implements the District approved curriculum program in the light of state standards and individual school needs.
14. Responsible for the overall supervision of the instructional program of alternative schools.
15. Assists with the establishment of an effective school administrative team organizational structure with clear lines of responsibility and with the necessary delegation of authority.
16. Identifies, provides, assigns and coordinates in-service growth opportunities for teaching personnel within each school.
17. Assigns all students to appropriate programs in such a way as to encourage their optimum growth.

18. Makes periodic appraisals of student progress, analyzes the data, disseminates the information, consults with all interested parties and initiates appropriate strategies for improvement.
19. Develops school plans, handbooks, and organizational procedures for health, safety, discipline and conduct of students as established in District procedures.
20. Plans, coordinates, and evaluates the total program of student services including guidance, course selection and academic advising.
21. Directs, administers and coordinates all state and district student assessment/testing programs.
22. Plans, directs and supervises the business operations of the school.
23. Attends and participates in IEP, SST, and other required student meetings and/or conferences.
24. Responsible for maintaining a program of public relations, establishes active, cooperative relationships with parents, and promotes the activities of the School Site Council and other parent groups.
25. Plans for the most effective use of curriculum materials, instructional supplies, equipment, building facilities and school grounds.
26. Ensures that programs and curricula are designed to achieve the District's annual student achievement goals.
27. Establish and maintain cooperative working relationships with those contacted during the course of work.
28. Maintains regular and prompt attendance in the workplace.
29. Performs other related duties as assigned.

**EDUCATION AND EXPERIENCE:**

Previous school site teaching or administrative experience preferred. A valid California Administrative Service Credential and valid California Teaching Credential required. A Master's Degree preferred.

**SKILLS AND QUALIFICATIONS:**

1. Knowledge of techniques and strategies for successful management and supervision, including observation, diagnosis and conferencing with teachers to support instructional improvement.
2. Knowledge of evaluation, assessment and dismissal procedures related to certificated and classified staff.
3. Knowledge of standards-based instructional models.
4. Knowledge of federal, state and local legislation related to school administration, including the California Education Code, Health and Welfare Code, Code of Regulations and TUSD Board of Education policies and administrative regulations.
5. Knowledge of principles and practices of public school administration, including budget development and maintenance.
6. Knowledge of current applications and use of technology to enhance instructional programs and support administrative activities.
7. Ability to provide strong instructional leadership.
8. Ability to plan, implement and monitor a comprehensive, standards-based educational program which addresses the needs of a diverse student population and meets the District's student achievement goals.

9. Ability to select and manage certificated and classified staff with skills and abilities that match school needs and enhance program effectiveness.
10. Ability to develop and implement teacher performance standards and regularly evaluate certificated and classified staff performance.
11. Ability to integrate current technology into work and job functions.
12. Ability to communicate effectively, orally and in writing.
13. Ability to provide and carry out oral and written directions, to read, write and speak at a level sufficient to fulfill the duties to be performed.
14. Ability to make fiscally responsible decisions.
15. Knowledge of the intellectual, social, emotional and physical needs of middle and high school age students.

**PHYSICAL REQUIREMENTS:**

Employees in this position must have the ability to:

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

**WORK ENVIRONMENT:**

Employees in this position will be required to work indoors in a standard office and/or classroom environment and come in direct contact with school site staff, students, parents, and the public. In addition, the Assistant Principal of Alternative Schools must perform duties and responsibilities that occur outside school buildings and facilities, on the school campus, and at other school related activities and events.

**SALARY:** Leadership/Management Salary Schedule (LME) Range 51

**DAYS OF SERVICE:** 200 Days

Board Approved TUSD: 6/12/18