

NOTICE
REGULAR MEETING OF THE GOVERNING BOARD
TRACY UNIFIED SCHOOL DISTRICT

DATE: TUESDAY, SEPTEMBER 24, 2019

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

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

A G E N D A

- | | | |
|-----------|--|----------------|
| 1. | Call to Order | Pg. No. |
| 2. | Roll Call – Establish Quorum
Board: S. Abercrombie, A. Alexander, J. Costa, B. Pekari, S. Kaur, J. Silcox, L. Souza
Staff: B. Stephens, C. Goodall, S. Harrison, T. Jalique, B. Etcheverry | |
| 3. | Closed Session: Opportunity to Address the Board Regarding Closed Session Items which follow. Closed session is limited to consideration of items specifically authorized under the Government Code and/or the Education Codes.
3.1 Administrative & Business Services:

3.2 Educational Services:
3.2.1 Findings of Fact: #19-20/#02, #19-20/#05, #19-20/#07, 19-20/#9, 19-20/#10
3.2.2 Reinstatements: AR#19-20/#9
Action: Motion___; Second __. Vote: Yes___; No___; Absent___; Abstain___
3.2.3 PE Exemptions: WHS# 10328268, WIIS# 10345329, WHS# 10308269
Action: Motion __; Second __. Vote: Yes___; No___; Absent___; Abstain___

3.3 Human Resources:
3.3.1 Consider Paid and Non-Paid Leave of Absence Request for Classified Employee #UCL-335, Pursuant to Article XXIII
Action: Motion___; Second __. Vote: Yes___; No___; Absent___; Abstain___
3.3.2 Consider Public Employee/Employment/Discipline/Dismissal/Release
Action: Motion___; Second __. Vote: Yes___; No___; Absent___; Abstain___
3.3.3 Conference with Labor Negotiator
Agency Negotiator: Tammy Jalique
Associate Superintendent of Human Resources
Employee Organization: CSEA, TEA | |
| 4. | Adjourn to Open Session | |
| 5. | Call to Order and Pledge of Allegiance | |

6. Closed Session Issues:

6a Action Taken on Findings of Fact: #19-20/#02, #19-20/#05, #19-20/#07, 19-20/#9, 19-20/#10

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

6b Report Out of Action Taken on Reinstatements: AR#19-20/#9

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

6c Report Out of Action Taken on PE Exemptions: WHS# 10328268, WHS# 10345329, WHS# 10308269

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

6d Report Out of Action Taken on Consider Paid and Non-Paid Leave of Absence Request for Classified Employee #UCI.-335, Pursuant to Article XXIII

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

7. Approve Regular Minutes of September 10, 2019.

1-6

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

8. Student Representative Reports: Kimball High: Gabriel Coronado; **Tracy High:** Sophia Alejandre; **West High:** Briana Mendez and Alexis Villela

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

9.1 South/West Park Elementary School Presentation

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

10.1 Educational Services:

10.1.1 Receive Report on AVID (Advancement Via Individual Determination)

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11. Hearing of Delegations: Anyone wishing to address the Governing Board on a non-agenda item may be heard at this time. Oral presentations shall be held to a reasonable length, normally not to exceed five (5) minutes. If formal action is required, the board may request that the item be placed on a future agenda and action will be taken at a future date. If information or a report is requested, the request for it must also be submitted in writing to the superintendent. (Please complete a yellow speaker's card).

12. PUBLIC HEARING:

12.1 Educational Services:

12.1.1 Conduct a Public Hearing to Determine Sufficiency of Textbooks and Instructional Materials for the Students of Tracy Unified School District

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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	Approve Accounts Payable Warrants (August, 2019) (Separate Cover Items)	9
13.1.2	Ratify Routine Agreements, Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda	10-11
13.1.3	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	12-13
13.1.4	Approve Payroll Reports (August, 2019)	14-18
13.1.5	Approve Revolving Cash Fund Reports (August, 2019)	19-22

13.2 Educational Services:

13.2.1	Approve Agreement for Special Contract Services with San Joaquin County Behavioral Health Center Services to Provide Parenting Classes to families in all TUSD Schools. These include Nurturing Parenting Program: "Alcohol and Kids don't Mix." and Strengthening Parenting Program: "Strengthening Multi-ethnic Families and Communities"	23-27
13.2.2	Approve Out of State Travel for Educational Services Staff to Attend the Houghton Mifflin Harcourt (HMH) Executive Leadership Council in Boston, MA, December 4-6, 2019	28
13.2.3	Approve Out of State Travel for West High Journalism Teacher Alana Escalante and 4 Student Officers, to Attend the Journalism Editors Association 2019 National Convention in Washington D. C. on November 19-25, 2019	29
13.2.4	Approve California Science Project Grant for West High School Science Department	30
13.2.5	Approve Agreement for Special Contract Services with Tyson Amir of Freedom Soul Media, Motivational Speaker	31-35

13.3 Human Resources:

13.3.1	Accept Resignations/Retirements/Leave of Absence for Classified, Certificated, and/or Management Employment	36-37
13.3.2	Approve Classified, Certificated, and/or Management Employment	38-40

- 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	Adopt Board Bylaws to Be Compliant with CSBA Guidelines (Second Reading)	41-43
Action:	Motion__; Second__.	Vote: Yes__; No __; Absent__; Abstain__
14.1.2	Authorize the Associate Superintendent for Business Services to Enter Into a Pre-Unification Agreement with Banta Elementary School District	44-58
Action:	Motion__; Second__.	Vote: Yes__; No __; Absent__; Abstain__

- 14.1.3** Approve Resolution 19-07 Authorizing AZ Bus Sales to Make Application for, to Sign Required Assurances, and to Administer the Lower-Emission School Bus Program with Respect to Applications for Local, State, and Federal Programs, Projects or Grants, on Behalf of Tracy Unified School District **59-60**

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

- 14.1.4** Adopt Joint Resolution No. 2018/19 - #15 in Support of a Joint Petition for Reorganization of a Portion of Tracy Unified School District to Form Banta Unified School District within the Boundaries of Banta Elementary School District (Separate Cover Item) **61-62**

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

- 14.1.5** Delete Board Bylaw 9400 **63**

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

14.2 Educational Services:

- 14.2.1** Adopt Resolution #19-08: A Declaration That There Are Sufficient Textbooks and Instructional Materials for the Students of Tracy Unified School District **64-71**

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

14.3 Human Resources:

- 14.3.1** Approve Declaration for a Provisional Internship Permit **72-73**

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

- 14.3.2** Approve Intern Agreement With Chico State University **74**

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** October 8, 2019
17.2 October 22, 2019
17.3 November 12, 2019
17.4 December 10 2019

18. Upcoming Events:

- 18.1** October 21, 2019: No School, Parent/Teacher Conferences
18.2 November 11, 2019: No School: Veterans Day
18.3 November 25-29, 2019: No School: Thanksgiving Week Break
18.4 December 23, 2019 - January 3, 2020: No School: Winter Break

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, September 10, 2019**

6:30 PM: 1-3. President Abercrombie called the meeting to order and adjourned to closed session.

Roll Call: 4. Board: S. Abercrombie, A. Alexander, J. Costa, S. Kaur, B. Pekari, J. Silcox, L. Souza
Staff: B. Stephens, S. Harrison, T. Jalique, C. Goodall, B. Etcheverry

7:02 PM 5. President Abercrombie called the Tracy Unified School District Board of Education to order and led those present in the Pledge of Allegiance.

Closed Session: 6a Report Out of Action Taken on Expulsion: #19-20/#01, 19-20/#03, 19-20/#04,
Action: Costa, Souza. **Vote:** Yes-7; No-0.
6b Report Out of Action Taken on Consider Non-Paid Leave of Absence Request for Classified Employee #UCL-333, Pursuant to Article XXIII
Action: Approved. **Vote:** Yes-6; No-0; Absent-1(Souza)
6c Report Out of Action Taken on Release Probationary Classified Employees #UCL-334 Food Service Worker
Action: Approved. **Vote:** Yes-6; No-0; Absent-1(Souza)

Minutes: **Approve Regular Minutes August 27, 2019**
Action: Alexander, Pekari. **Vote:** Yes- 7; No-0.

Employees Present: J. Johnson, M. Petty, M. Bunch, L. Nelson, R. Call, D. Schneider M. Hill, J. Quintana, S. Bancroft, J. Stocking, M. Hepner, C. Crone, T. Calderon, J. Nott, E. Quintana, D. Sprecksel, C. Munger, R. Riddle, B. Keller, T. Haim, L. Huerta

Press: B. Browne, Tracy Press

Visitors Present: T. Stroup, S. Souza, A. Santiago, C. Lopez, L. Valadez,

Student Rep Reports: **WHS FFA:** George Alcala, Rylee Towle, Veronica Martinez-Mota, Caleb Calderon, Catherine Petersen, Jocelyn Estrada, Jenna Ethridge, and Gloria Martinez-Mota reported on West High's FFA. They will hold a drive-through dinner fundraiser on Oct. 30. Each member introduced themselves and their office. They invited everyone to attend their annual fall festival on October 12th from 11:00 to 3:00. They will have pumpkins, face painting, games and a petting zoo. Holly Smith, the new ag teacher was introduced.

Director of Continuous Improvement, State and Federal Programs, Julianna Stocking, presented a power point on the Summer Bridge Program. They are now in year 3 of implementation. She gave an overview of the program that is at all 3 comprehensive high schools and described support services for students. It stated to address the 9th grade failure rate. A lot of research was done about high school culture and AVID study skills. We want students to enter high school and have a positive experience. She reviewed their daily schedule which included guest speakers. She showed pictures of various activities. Students get involved in various projects, study college awareness, Cornell note taking and attended a mini college fair. Support services include tutoring, parent workshops, monthly check-ins with counselors, and a freshman seminar class

Teacher, Tom Haim of West High, brought Carlos, a 9th grader with him to speak about his experience with summer bridge. Carlos had a fun day and reunited with some old friends. The program helped him in understanding the school more and know where the office was. Conflict management visited them and it helped with his friend and was able to help him work it out. He enjoys the activities and it has helped him stay organized. Students have an on campus support team, which includes: a counselor, parent liaison, bilingual para, SRO, etc. At end of the day they wrote a letter to their future self about where they will be at the end of the year. Carlos is hoping he will do good in school. This program is really helping him. The program will continue at all 3 comprehensive high schools. They have seen incredible gains. They will get student data related to attendance and grades. They are building relationships and increasing GPAs. She thanked site administration for working together and building positive relationships with students so they are academically ready to have choices in life.

Hearing of Delegations

11. None.

Public Hearing:

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

12.2 **Educational Services:** None.

12.3 **Human Resources:**

12.3.1 Receive Public Comments Regarding Negotiations with Tracy Educators Association (TEA) and the Tracy Unified School District (TUSD)

Public hearing was opened at 7:48 p.m.

No comments were received.

Public hearing was closed at 7:49 p.m.

Consent Items:

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

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

13.1 **Administrative & Business Services:**

13.1.1 Approve Accounts Payable Warrants (May, June, and July 2019) (Separate Cover Item)

2018-2019 Fiscal Year (Separate Cover Item)

Action: Souza, Alexander. **Vote:** Yes-7; No-0.

14.1.3 Adopt Board Bylaws to Be Compliant with CSBA Guidelines (First Reading)

Action: Pekari, Silcox. **Vote:** Yes-7; No-0.

14.1.4 Approve Resolution No. 19-06 A Resolution of the Board of Education of Tracy Unified School District Authorizing the Issuance and Sale of 2014 Election, Series 2019, General Obligation Bonds of School Facilities Improvement District No. 3 of Tracy Unified School District in the Aggregate Principal Amount of Not to Exceed \$23,000,000, and Approving and Authorizing All Related Documents and Actions (Separate Cover Item)

Ms. Jones commented that this will save money since interest rates are so good right now. It's a great opportunity for taxpayers. This will be the final series of bonds authorized under Measure B.

Action: Silcox Pekari. **Vote:** Yes-7; No-0.

14.2 **Educational Services:** None.

14.3 **Human Resources:**

14.3.1 Approve Resolution No. 19-04 Authorizing Teachers to Teach Outside Their Credential Authorization

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

14.3.2 Approve Declaration for a Provisional Internship Permit

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

14.3.3 Approve Tentative Agreements with CSEA for Reclassifications and Revised Job Descriptions for the following positions: Bus Driver Custodian, Driver Dispatcher, Utility Person III, Bus Driver Custodian Groundskeeper, Bus Driver, Irrigation Specialist Bus Driver Custodian

Action: Souza, Kaur. **Vote:** Yes-7; No-0.

Board Reports:

Trustee Silcox commented that the presentations were good tonight. He visited classrooms at Bohn with Dr. Stephens and encourages other board members to do that. They were all fantastic, well planned and the students were very attentive. Jeremy Walter, the custodian, built a garden on his own time and taught the kids about gardening. Trustee Souza passed. Trustee Kaur served food to help the homeless along with some TUSD students. Trustee Alexander passed. Trustee Costa if she had excited teachers like ones that presented tonight she would have enjoyed school much more. Presentations were well done. Last night she and Ms. Souza and Mr. Pekari attended a meeting at SJCOE with several county school board members and CSBA reps. They shared things about what is going on in Sacramento that will affect our budgets. Trustee Pekari commented that we need advocacy from everyone. The state is making decisions and we need them to hear feedback. There were 25 school board members from around the county. Presentations were great and our bridge program is doing well. It would be great to bring back our alumni. Trustee Abercrombie gave a shout out to Assistant Principal Jillian Bradley for Hirsch and Poet. She had to deal with a student and her patience was above and beyond. She remained professional and he was proud of how she handled the incident.



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Dr. Sheila Harrison, Associate Superintendent of Educational Services
DATE: September 17, 2019
SUBJECT: Receive Report on AVID (Advancement Via Individual Determination)

BACKGROUND: AVID, (Advancement Via Individual Determination) is a program that was created in 1980 designed to help average students perform at above-average achievement. AVID objectives are: to provide academic instruction and other support to students that prepare them for eligibility to four-year colleges and universities, to provide students with college level entry skills, to motivate students to seek a college education and to increase student's awareness of careers. In Tracy, AVID started in 2003 with the first graduating class of 47 students in 2006. TUSD has expanded the AVID program to serving eight schools: West High School, Tracy High School, Kimball High School, Monte Vista Middle School, Williams Middle School, North School, Poet-Christian School, and George Kelly School.

RATIONALE: AVID is designed for students who have appropriate behavior, a grade point average between 2.0 and 3.0, good attendance, good work habits and a willingness to commit to a rigorous academic schedule as identified by test scores and teacher input. Potential AVID students are interviewed. Selected candidates and their parents are asked to sign a contract committing to the program. AVID is a voluntary elective class in which skills such as Focused Note Taking and Socratic Seminar are taught. This agenda meets District Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or career goals and District Strategic Goal #3: Apply fiscal, operational and community resources to ensure a safe learning environment that supports staff and student goals.

FUNDING: N/A

RRECOMMENDATION: Receive Report on AVID (Advancement Via Individual Determination).

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



BUSINESS SERVICES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Dr. Casey Goodall, Assoc. Superintendent of Business Services
DATE: September 13, 2019
SUBJECT: **Approve Accounts Payable Warrants (August, 2019)**

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 (August, 2019).

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

BUSINESS SERVICES
FACILITIES DEVELOPMENT DEPARTMENT
September 24, 2019
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 October 4th and October 18th WHS football games. 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: RA Jones Construction
Site: Duncan Russell Continuation School
Item: Notice of Completion
Services: Contractor removed specified exterior walls for three buildings on campus; installed new walls with a moisture barrier and painted exterior walls to match the campus.
Cost: \$42,000.00 Change Orders: \$0.00 Final Contract: \$42,000.00
Project Funding: Unrestricted General Fund/Deferred Maintenance

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.

Pay Date 08/09/2019

Fund 01

LABOR DISTRIBUTION FOR EMPLOYEES SUMMARY

Fund	01	SACS Object	Amount	
		1100	219,485.30	Teachers' Salaries
		1200	4,825.78	Cert Pupil Support Salaries
		1300	28,423.60	Cert Suprvrs' & Admins' Sal
		1900	1,692.03	Other Certificated Salaries
		2100	45,564.63	Instructional Aides' Salaries
		2200	66,869.21	Classified Support Salaries
		2300	3,125.68	Class Suprvrs' & Admins' Sal
		2400	21,793.77	Clerical & Office Salaries
		2900	1,262.38	Other Classified Salaries
		Total Labor	393,042.38	
Fund	01	SACS Object	Amount	
		3101	22,695.20	STRS On 1000 Salaries
		3201	178.62	PERS On 1000 Salaries
		3202	5,778.30	PERS On 2000 Salaries
		3301	4,516.94	
		3302	9,514.30	
		3402	855.52-	
		3501	127.15	State Unemploy On 1000 Salary
		3502	69.36	State Unemploy On 2000 Salary
		3601	4,560.63	Worker'S Comp Ins On 1000 Sal
		3602	2,484.68	Worker'S Comp Ins On 2000 Sal
		3702	38.41	
		Total Contributions	49,108.07	
Fund	11	SACS Object	Amount	
		2400	754.26	Clerical & Office Salaries
		Total Labor	754.26	
Fund	11	SACS Object	Amount	
		3202	86.68	PERS On 2000 Salaries
		3302	57.69	
		3502	0.38	State Unemploy On 2000 Salary
		3602	13.52	Worker'S Comp Ins On 2000 Sal
		Total Contributions	158.27	

Pay Date 08/30/2019

Fund 01

LABOR DISTRIBUTION FOR EMPLOYEES SUMMARY

Fund	01	SACS Object	Amount	
		1100	4,953,195.85	Teachers' Salaries
		1200	333,230.68	Cert Pupil Support Salaries
		1300	556,149.13	Cert Suprvrs' & Admins' Sal
		1900	125,312.73	Other Certificated Salaries
		2100	436,005.83	Instructional Aides' Salaries
		2200	766,086.72	Classified Support Salaries
		2300	177,036.89	Class Suprvrs' & Admins' Sal
		2400	445,137.68	Clerical & Office Salaries
		2900	42,511.45	Other Classified Salaries
		Total Labor	7,834,666.96	
Fund	01	SACS Object	Amount	
		3101	990,547.01	STRS On 1000 Salaries
		3102	4,728.66	STRS On 2000 Salaries
		3201	34,592.53	PERS On 1000 Salaries
		3202	351,385.22	PERS On 2000 Salaries
		3301	89,545.93	
		3302	133,683.28	
		3401	634,952.57	
		3402	256,426.03	
		3501	2,984.06	State Unemploy On 1000 Salary
		3502	932.14	State Unemploy On 2000 Salary
		3601	106,974.33	Worker'S Comp Ins On 1000 Sal
		3602	33,461.86	Worker'S Comp Ins On 2000 Sal
		3701	72,848.29	
		3702	36,411.99	
		Total Contributions	2,749,473.90	
Fund	11	SACS Object	Amount	
		1100	9,199.55	Teachers' Salaries
		1200	7,268.46	Cert Pupil Support Salaries
		1300	10,706.96	Cert Suprvrs' & Admins' Sal
		2100	6,037.34	Instructional Aides' Salaries
		2400	8,522.98	Clerical & Office Salaries
		Total Labor	41,735.29	
Fund	11	SACS Object	Amount	
		3101	4,646.93	STRS On 1000 Salaries
		3202	2,871.44	PERS On 2000 Salaries
		3301	367.38	
		3302	1,080.66	
		3401	2,076.91	
		3402	1,977.13	
		3501	13.60	State Unemploy On 1000 Salary
		3502	7.31	State Unemploy On 2000 Salary
		3601	487.10	Worker'S Comp Ins On 1000 Sal
		3602	261.00	Worker'S Comp Ins On 2000 Sal
		Total Contributions	13,789.46	



BUSINESS SERVICES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Dr. Casey Goodall, Assoc. Superintendent of Business Services
DATE: September 13, 2019
SUBJECT: Approve Revolving Cash Fund Reports (August, 2019)

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 (August, 2019).

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

09/03/19

TUSD
REVOLVING CASH FUND
August 2019

Date	Num	Name	Memo	Paid Amount
08/26/2019	9581	DEPARTMENT OF MOTOR VEHIC...	PO20-00421 DMV FEES	
			01-0723-0-1110-3600-5800-840-9702	-31.20
			01-0724-0-5750-3600-5800-840-9702	-46.80
TOTAL				-78.00
08/26/2019	9582	DEPARTMENT OF MOTOR VEHIC...	PO20-00421 DMV FEES	
			01-0723-0-1110-3600-5800-840-9702	-31.20
			01-0724-0-5750-3600-5800-840-9702	-46.80
TOTAL				-78.00
08/26/2019	9583	DEPARTMENT OF MOTOR VEHIC...	PO20-00421 DMV FEES	
			01-0723-0-1110-3600-5800-840-9702	-31.20
			01-0724-0-5750-3600-5800-840-9702	-46.80
TOTAL				-78.00
08/26/2019	9584	CALIFORNIA HIGHWAY PATROL	PO20-00412 CHP FEES	
			01-0723-0-1110-3600-5800-840-9702	-22.80
			01-0724-0-5750-3600-5800-840-9702	-34.20
TOTAL				-57.00
08/26/2019	9585	CALIFORNIA HIGHWAY PATROL	PO20-00412 CHP FEES	
			01-0723-0-1110-3600-5800-840-9702	-22.80
			01-0724-0-5750-3600-5800-840-9702	-34.20
TOTAL				-57.00
08/26/2019	9586	CALIFORNIA HIGHWAY PATROL	PO20-00412 CHP FEES	
			01-0723-0-1110-3600-5800-840-9702	-22.80
			01-0724-0-5750-3600-5800-840-9702	-34.20
TOTAL				-57.00
08/26/2019	9587	CALIFORNIA HIGHWAY PATROL	PO20-00412 CHP FEES	
			01-0723-0-1110-3600-5800-840-9702	-22.80
			01-0724-0-5750-3600-5800-840-9702	-34.20
TOTAL				-57.00
08/26/2019	9588	CALIFORNIA HIGHWAY PATROL	PO20-00412 CHP FEES	
			01-0723-0-1110-3600-5800-840-9702	-22.80
			01-0724-0-5750-3600-5800-840-9702	-34.20
TOTAL				-57.00



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Dr. Sheila Harrison, Associate Superintendent of Educational Services
DATE: September 12, 2019
SUBJECT: **Approve Agreement for Special Contract Services with San Joaquin County Behavioral Health Center Services to Provide Parenting Classes to families in all TUSD Schools. These include Nurturing Parenting Program: "Alcohol and Kids don't Mix," and Strengthening Parenting Program: "Strengthening Multi-ethnic Families and Communities."**

BACKGROUND: The Tracy Unified School District (TUSD) has offered parenting classes to parents as a supportive service in year's past. Through the Children Youth Services Program, San Joaquin County Behavioral Health Center Services is an organization that provides classes for parents on the following topics: 1) Nurturing Parenting Program: Alcohol and Kids Don't Mix - This is a 5 session, 1.5 to 2 hours each, program that provides education about drugs and alcohol. This curriculum stresses the importance of not drinking during pregnancy and while raising children. Parents learn the dangers of alcohol addiction, fetal alcohol syndrome, teens and alcohol, and prescriptive drug abuse as well as modeling appropriate adult consumption of alcohol; 2) Strengthening Parenting Program: Strengthening Multi-Ethnic Families & Communities - This is a unique integration of various prevention/intervention strategies geared toward reducing violence against self, the family and the community. The program targets ethnic and culturally diverse parents of children ages 3-18 years who are interested in raising children with a commitment to leading a violence-free, healthy lifestyle. This curriculum is a 13-18 week, once a week for 1.5 to 2 hours, program.

RATIONALE: There are many potential benefits to offering parenting classes at TUSD school sites. Examples of parenting classes include: helping parents to set and hold boundaries with their student during homework time; teaching parents about normal behavior for specific developmental ages and stages, and how to cope and respond; introducing them to other parents at the school, so that a network of support is established and can enhance the school community. Additionally, this service aligns with TUSD's LCAP Goal 2) Provide a safe and equitable learning environment for all students and staff, Priority 3) Parent Engagement. In addition, this agenda item supports District Strategic Goal #3: Apply fiscal, operational and community resources to ensure a safe learning environment that supports staff and student goals.

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and San Joaquin County Behavioral Health Care 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: Through the Children Youth Services Program, BHCS will provide a menu of Parenting classes to families in the K-12 setting. These include "Alcohol and Kids don't Mix," and "Strengthening Multicultural Families and Communities."

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 TBD by each school site () ☒ **HOURS** [] **DAYS**, under the terms of this agreement at the following location any school within TUSD.

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

- a. District shall pay \$0.00 per [] **HOUR** [] **DAY** ☒ **FLAT RATE**, not to exceed a total of \$0.00. 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 October 1, 2019, and shall terminate on June 30, 2020.

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

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

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

AGREED:

Contractor Signature Title

IRS Identification Number

Title

Address

Tracy Unified School District

Date

Account Number to be Charged

Department/Site Approval

Budget Approval

Date Approved by the Board



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Dr. Sheila Harrison, Associate Superintendent of Educational Services
DATE: September 12, 2019
SUBJECT: **Approve Out of State Travel for West High Journalism Teacher Alana Escalante and 4 Student Officers, to Attend the Journalism Editors Association 2019 National Convention in Washington D. C. on November 19-25, 2019**

BACKGROUND: The National High School Journalism Convention is a semi-annual gathering of high school journalists and advisers sponsored by National Scholastic Press Association and its partner, the Journalism Education Association (JEA). The association provides nearly 400 practical and professional learning sessions, from high-profile keynotes to specific problem solving breakouts, hands on workshops and discussion groups. This convention has become the place to seek solutions to the most challenging publishing and broadcasting problems, share and celebrate success stories, discover what's new in the media marketplace, discover trends and network with students and advisers from throughout the United States. Students and Advisor will stay at the Washington Marriott Wardman Park Hotel, 2660 Woodley Rd. NW, Washington. They will fly out Tuesday, November 19, 2019 and return Monday evening, November 25, 2019.

RATIONALE: Journalism teaches students to be better citizens. Community involvement, speaking skills, writing skills, photography skills; all things that will carry students through higher education and life, are reinforced at conferences such as this. West High Journalism officers will network and learn how to keep the newspaper alive and relevant for their generation. They will discover how they can take the West High Zephyr to the next level. They will bring back the excitement and knowledge of what they can achieve with 21st century skills. This meets District Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or careers.

FUNDING: The estimated cost of this experience is \$7,500. The journalism team has solicited and received donations to their program and will continue to fundraise to supplement the remaining amount needed for them to attend. There will be no cost to Tracy Unified School District.

RECOMMENDATION: Approve Out of State Travel for West High Journalism Teacher Alana Escalante and 4 Student Officers, to Attend the Journalism Editors Association 2019 National Convention in Washington D. C. on November 19-25, 2019

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: September 11, 2019
SUBJECT: **Approve Agreement for Special Contract Services with Tyson Amir of Freedom Soul Media, Motivational Speaker**

BACKGROUND: This is a unique event for African American parents and students as a partnership with West High's Black Student Union. Tyson Amir is a Bay Area author, poet, and educator who brings an electrifying cadence to his poignant message of worth for students. West High has invited him to speak to parents and students about his book, *Black Boy Poems*. This will be an evening event hosted by the Black Student Union. This event is open to all students and their families. The West High team will gain specific, practical and inspiring strategies for transforming our school to a place where all students learn at high levels.

RATIONALE: The goal for hosting this event is to encourage students to participate in their education and inspire more focused parent support and presence on the West High campus. This aligns with 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 speaker will be paid from site MAA funds. The cost is a flat fee of \$350.00.

RECOMMENDATION: Approve Agreement for Special Contract Services with Tyson Amir of Freedom Soul Media, Motivational Speaker

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

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and Tyson Amir, Freedom Soul Media, 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: Come to an evening presentation as guest speaker and prepare staff with one hour of training to help facilitate event.

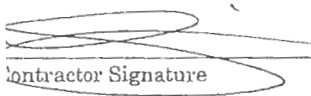
Contractor shall do all work, attend all meetings, produce all reports and carry out all activities necessary for completion of the services described in this paragraph (1) AND OR [the attached hereto and incorporated herein by this reference as Exhibit "A".] This Agreement and its exhibits shall be 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 () [X] 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 \$ 350.00 per [] HOUR [] DAY [X] FLAT RATE, not to exceed a total of \$ 350.00. 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 \$ n/a for the term of this agreement.
 - c. District shall make payment on a [] MONTHLY PROGRESS BASIS [X] SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.
4. The terms of the agreement shall commence on Sept. 26, 2019 or alternate date, and shall terminate on Sept. 26, 2019 or alternate date determined.
5. This agreement may be terminated at any time during the term by either party upon five (5) days' written notice of termination delivered by certified mail, return receipt requested.

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
83-3316656
RS Identification Number
Freedom Soul Media
Title
3451 35th Ave. #11
Address
Oakland, CA. 94619

Tracy Unified School District

Date

Account Number to be Charged

Department/Site Approval

Budget Approval

Date Approved by the Board

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

Prepared by: Tammy Jalique, Associate Superintendent for Human Resources

Contreras, Erika	Food Service Worker (Replacement) Stein Continuation High School Range 22, Step A - \$14.38 per hour 3 hours per day Funding: Child Nutrition – School Program
Cull, Elizabeth	School Supervision Assistant (Replacement) George Kelly School Range 21, Step D - \$16.17 per hour 2 hours per day Funding: General Fund
Dumlao, Faina	Para Educator I (Replacement) Jacobson Elementary School Range 24, Step A - \$15.07 per hour 3 hours per day Funding: IASA Title I
Hoffert, Brandi	Food Service Worker (Replacement) Kimball High School Range 22, Step C - \$15.77 per hour 3 hours per day Funding: Child Nutrition – School Program
Matalavage, Joni	Para Educator I (Replacement) Jacobson Elementary School Range 24, Step A - \$15.07 per hour 3 hours per day Funding: IASA Title I
Minten, Laura	Utility Person III (New) MOT/Transportation/DEC Range 36, Step A - \$19.91 per hour + ND 8 hours per day Funding: General Fund – 25%; Ongoing and Major Maintenance – 25% and Home to School Transportation – 50%
Salazar, Tina	Food Service Worker (Replacement) West High School Range 22, Step B - \$15.07 per hour 4 hours per day Funding: Child Nutrition – School Program
Salazar, Tina	Food Service Worker (Replacement) West High School Range 22, Step B - \$15.07 per hour 2.5 hours per day Funding: Child Nutrition – School Program



ADMINISTRATIVE & BUSINESS SERVICES MEMORANDUM

TO: Board of Education
FROM: Brian R. Stephens, Superintendent
DATE: September 11, 2019
SUBJECT: Adopt Board Bylaws to Be Compliant with CSBA Guidelines (Second Reading)

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

RATIONALE:

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

9324 MEETING MATERIALS DELIVERY	DELETE	Replace with new 9324 (Minutes and Recordings)
9325 MEETING CONDUCT	DELETE	Contained in 9323
9326 MINUTES	DELETE	Contained in new 9324 (Minutes and Recordings)
9328 QUORUM	DELETE	No longer used by CSBA
9330 DISTRICT RECORDS	DELETE	No longer used by CSBA
9340 MEMBERSHIP IN ASSOCIATIONS	DELETE	No longer used by CSBA
9500 BOARD ELECTIONS	DELETE	Contained in 9220
9511 CANDIDATES STATEMENT	DELETE	Contained in 9220
9512 ELECTION CALENDAR	DELETE	No longer used by CSBA

FUNDING: Not Applicable.

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

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

Minutes and Recordings

Legal Reference:

EDUCATION CODE

35012 Number of members; terms; student board members

35145 Public meetings

35163 Official actions, minutes and journals

35164 Vote requirements

49061 Student records; definitions

49073.2 Privacy of student and parent/guardian personal information

GOVERNMENT CODE

54952.2 Meeting defined

54953 Meetings

54953.5 Audio or video recording of proceedings

54953.6 Broadcasting of proceedings

54957.2 Closed sessions; clerk; minute book

54960 Violations and remedies

PENAL CODE

632 Unlawful to intentionally record a confidential communication without consent

CODE OF REGULATIONS, TITLE 5

16020-16027 Classification and retention of records

Management Resources:

CSBA PUBLICATIONS

Call to Order: A Blueprint for Great Board Meetings, 2015

The Brown Act: School Boards and Open Meeting Laws, rev. 2014

WEB SITES

CSBA, Agenda Online: <http://www.agendaonline.com>

(7/08 4/14) 12/18

PRE-UNIFICATION AGREEMENT

By and Between

TRACY JOINT UNIFIED SCHOOL DISTRICT

and

BANTA ELEMENTARY SCHOOL DISTRICT

This Pre-Unification Agreement (hereafter, the "Agreement"), dated September 24, 2019, is made and entered into by and between the Tracy Joint Unified School District (hereafter "Tracy") and the Banta Elementary School District (hereafter "Banta"), collectively the "Districts," both school districts organized and existing under the laws of the State of California, and is predicated upon the following:

Recitals

WHEREAS, Banta is a non-unified school district serving grades transitional kindergarten through 8th;

WHEREAS, Tracy is a unified school district serving grades kindergarten through 12th within the boundaries of the former Tracy Elementary School District and serving grades 9th through 12th within that territory that it shares in common with: (1) Banta; (2) New Jerusalem Elementary School District; and (3) Jefferson Elementary School District within San Joaquin County; and (4) Mountain House Elementary School District within Alameda County (a map of the boundaries of Tracy is attached hereto as Exhibit A);

WHEREAS, Banta's residents currently receive transitional kindergarten through 8th grade educational services from Banta and high school educational services from Tracy;

WHEREAS, the governing board of Banta desires to reorganize Banta into a new unified district serving grades transitional kindergarten through 12th, with such unified school district to be referred to as the Banta Unified School District (hereafter "Banta Unified");

WHEREAS, the governing board of Tracy supports the concept of the unification of Banta into Banta Unified, subject to agreement by the Districts to certain unification conditions as set forth herein to eliminate any fiscal impacts of Banta's unification on Tracy;

WHEREAS, unification of Banta will require a variety of administrative arrangements and agreed upon procedures in order to accommodate students and programs. Prior to commencement of the operation of a high school program within Banta Unified, it will be necessary for Banta Unified students of high school age to enroll in Tracy;

WHEREAS, the Districts acknowledge that Education Code section 46600 authorizes two or more school districts to enter into an agreement for the interdistrict attendance of pupils who are residents of the respective districts;

WHEREAS, the Districts further acknowledge that those procedures of the Education Code governing in part the process for unification of school districts, namely Education Code sections 35500 through 35785, provide further guidance and authority for the anticipated unification of Banta, and it is the intent of the parties to this Agreement to delineate certain procedures, and agree upon certain approaches to carry out the process for unification as contemplated by the parties hereto. The procedures set forth in the Education Code

3. Initiation of Unification. The Districts anticipate that their respective governing boards will initiate the process for unification of Banta by way of a reorganization petition ("Petition") signed by the majority of the membership of each District's governing board in accordance with the procedures set forth at Education Code section 35700 (d). Banta has heretofore initiated unification under Education Code section 35700.

A. This Agreement shall not be binding on either District until approved by the governing boards of both Districts, and further, until both governing boards have approved the Petition.

B. Tracy agrees to implement the terms and conditions as set forth herein and Banta agrees to comply with and support the terms and conditions set forth herein until such time as Banta ceases operation following unification for all purposes.

C. The Districts acknowledge that the process of unification shall include the review, preparation, and approval by the San Joaquin County Committee on School District Organization, of a petition, recommendation, report and order as provided for by way of Education Code sections 35707, 35708 and 35710(b) ("Order"). The Districts further acknowledge that the Order shall set forth certain conditions, rights and obligations of the future Banta Unified which are intended as conditions of its unification.

D. Both existing Districts agree to make reasonable efforts to provide information requested by the San Joaquin County Committee on School District Organization.

E. The Districts acknowledge that notwithstanding the provisions of this Agreement and costs voluntarily incurred, Tracy shall not bear any costs related to unification of Banta, including costs associated with submission and review of the petition.

4. Binding On Banta Unified. The parties to this Agreement base their approval hereof upon the understanding that this Agreement will bind Banta's successors, specifically Banta Unified.

5. Term. The term of this Agreement shall commence upon its Effective Date as identified above and shall terminate upon the earlier of: (A) June 30, 2021, if by that date voters have failed to approve unification at an election called pursuant to Education Code section 35710 et seq., unless the State Board of Education has waived the requirement to hold an election pursuant to Education Code section 35710 et seq.; or (B) Banta Unified's operation of a Four Year High School Program.

In the event that the San Joaquin County Committee on School District Organization, or their staff require material changes in the terms of this Agreement, the Districts shall meet and confer regarding the acceptability of the required changes. If, following this meet and confer, either District determines that the changes are not acceptable, that District may terminate this Agreement upon thirty (30) days notice to the other District. Following such termination, either District may pursue such other unification petitions as they deem appropriate.

6. Banta Unified High School Program Following Unification. It is anticipated that in the event of unification, Banta Unified will develop its High School program over several years enrolling students in additional grades each year. The Districts do not anticipate Banta Unified operating a Four Year High School Program until the 2024-2025 school year.

the anticipated costs related to housing Banta Unified students at high schools in Tracy, except as set forth herein.

1) Consistent with Paragraph 6.D above, if during the term of this Agreement Tracy is able to demonstrate based on objective standards that it lacks capacity to accommodate students from Banta Unified in Tracy's then-existing high school facilities, Banta Unified will fund the leasing, acquisition and installation of portable classrooms or provide other interim housing within Tracy ("Interim Housing") in order to accommodate the number of Banta Unified high school students attending Tracy's high schools that is greater than Tracy's then-available student capacity.

2) Banta Unified will continue to fund such Interim Housing until such time as Banta Unified has capacity for all of its high school students in its Four Year High School Program. As Banta Unified students housed in the Interim Housing become housed at Banta Unified, and the portables comprising the Interim Housing are no longer needed for Banta Unified high school students, then the portables shall be returned to Banta Unified, and the cost of returning these portables, including the cost of site repair and restoration shall be borne by Banta Unified, unless otherwise agreed to by the Districts.

3) Nothing herein is intended to limit or restrict any rights that the Districts may have to hold developers responsible for the cost of the Interim Housing.

E. Access To Tracy Programs. Students who reside in Banta Unified will only have access to programs and services of Tracy, including any specialized education program, (e.g., specialized academy/magnet programs), extracurricular and co-curricular activities, and services and summer school while they are enrolled in Tracy pursuant to this Agreement.

F. Special Education Services. Together with the San Joaquin County Office of Education Special Education Local Plan Area (the "County SELPA"), Tracy provides special education services to non-severe and severe special education students. Tracy will offer special education services to non-severe and severe special education students who reside in Banta Unified but are enrolled in Tracy pursuant to this Agreement, subject to the availability of State and/or Federal funding. The Per Student Funding, consistent with Paragraph 5.B. above, for both non-severe and severe special education students attending Tracy schools shall be allocated to Tracy. Further, any additional funding allocated to Banta Unified for provision of special education services to Banta Unified students attending schools in Tracy shall be allocated to Tracy. To the extent that the cost of providing services to Banta Unified's special education students being served by Tracy are not fully funded by this funding, Banta Unified shall be responsible for such reasonable costs. At any time, in the event Tracy is able to demonstrate based on objective standards that it lacks capacity or facilities to accommodate non-severe or severe special education students from Banta Unified, then Banta Unified shall seek to obtain such services from the County SELPA.

7. Property, Funds and Obligations. Property and funds of Tracy shall be allocated as described below. All matters relating to property, funds and obligations not otherwise specified herein shall be apportioned and assumed in accordance with the Unification Laws, including but not limited to Education Code section 35560.

A. Real Property and Facilities. Banta Unified shall not acquire any real property or facilities within Tracy as a result of this Agreement or the unification, nor shall Tracy acquire any real property or facilities within Banta Unified as a result of this Agreement or the unification.

utilize such facilities as set forth in this Agreement. As such, the Districts acknowledge that the residents of Banta, and, following unification, Banta Unified, have been and will continue to be benefitted by use of facilities funded by the Bonds.

10. Reservation. Nothing herein shall limit the ability of the Districts to allocate local funds, in any legal fashion, including allocation to provide for costs related to the provisions of this Agreement.

11. Indemnification.

A. Tracy agrees to indemnify, defend, and hold harmless Banta, and, following the Unification Date, Banta Unified, its governing board, agents, representatives, officers, consultants, and employees ("Banta Indemnified Parties"), from any and all claims, losses, liabilities, damages, demands, or expenses, including attorneys' fees and costs, arising out of or in connection with Tracy's negligent implementation of this Agreement or its negligent failure to comply with any of its obligations under state and local laws with respect to this Agreement, except such loss or damage which is caused by the active negligence, sole negligence, or willful misconduct of the Banta Indemnified Parties.

B. Banta and Banta Unified, jointly and severally, agree to indemnify, defend, and hold harmless Tracy, its Board of Education, agents, representatives, officers, consultants, and employees ("Tracy Indemnified Parties") from any and all claims, losses, liabilities, damages, demands, or expenses, including attorneys' fees and costs, arising out of or in connection with this Agreement and/or the unification of Banta, except such loss or damage which is caused by the active negligence, sole negligence, or willful misconduct of the Tracy Indemnified Parties.

12. Notices. All notices that are required to be given by one party to the other under this Agreement shall be in writing and shall be deemed to have been given and effective if delivered personally or enclosed in a properly addressed envelope sent by overnight delivery service or deposited in a United States Post Office for delivery by registered or certified mail addressed to the Districts at the following address:

Tracy Joint Unified School District: 1875 W. Lowell Avenue
Tracy, CA 95376
Attn: Superintendent
Email: bstephens@tusd.net

With a copy to: Dannis Woliver Kelley
275 Battery St., Suite 1150
San Francisco, CA 94111
Attn: William B. Tunick, Esq.
Email: wtunick@dwkesq.com

IN WITNESS WHEREOF, the Districts have caused this Agreement to be executed by their respective officers thereunto duly authorized, all as of the day and year first written above.

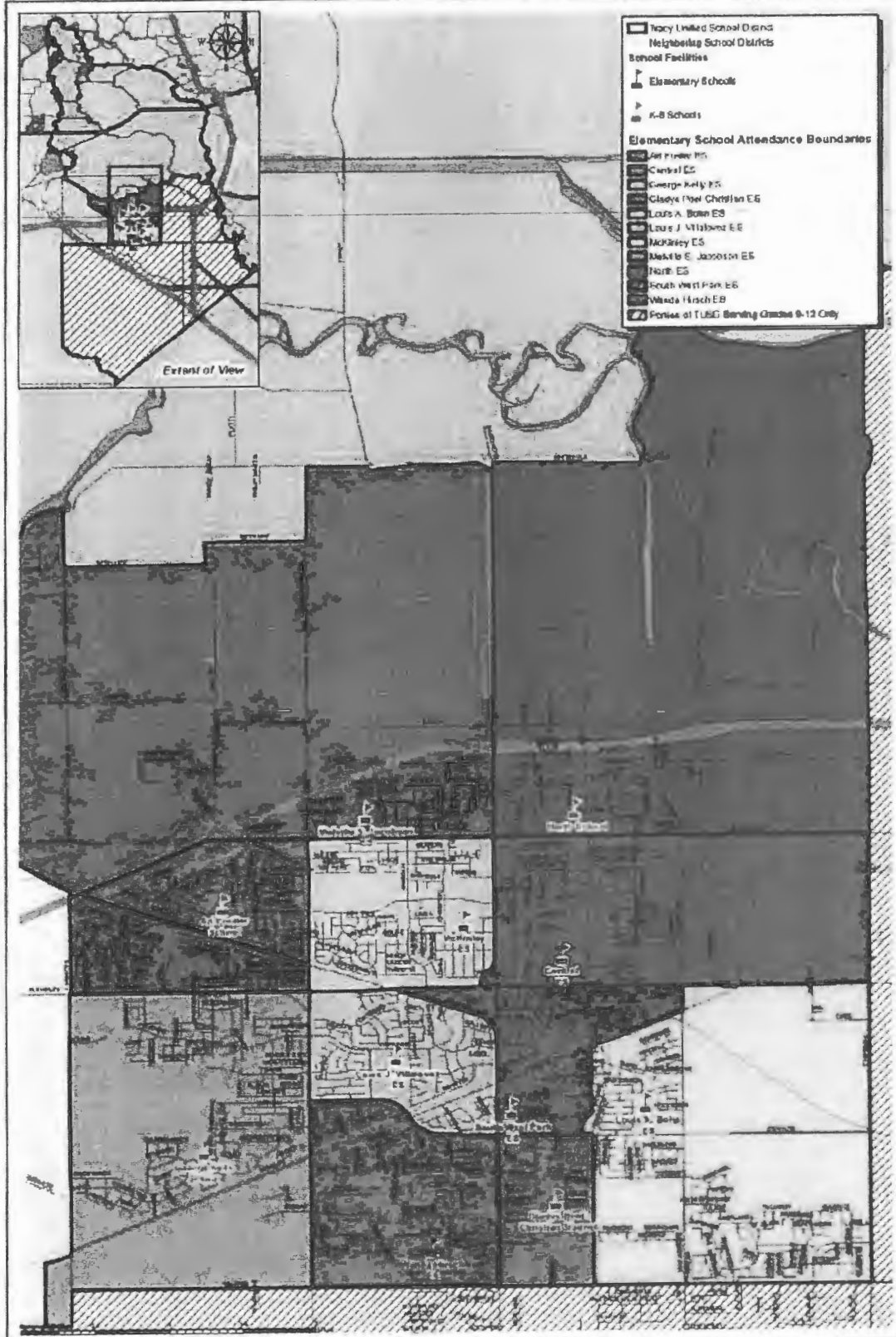
Tracy Joint Unified School District

Banta Elementary School District

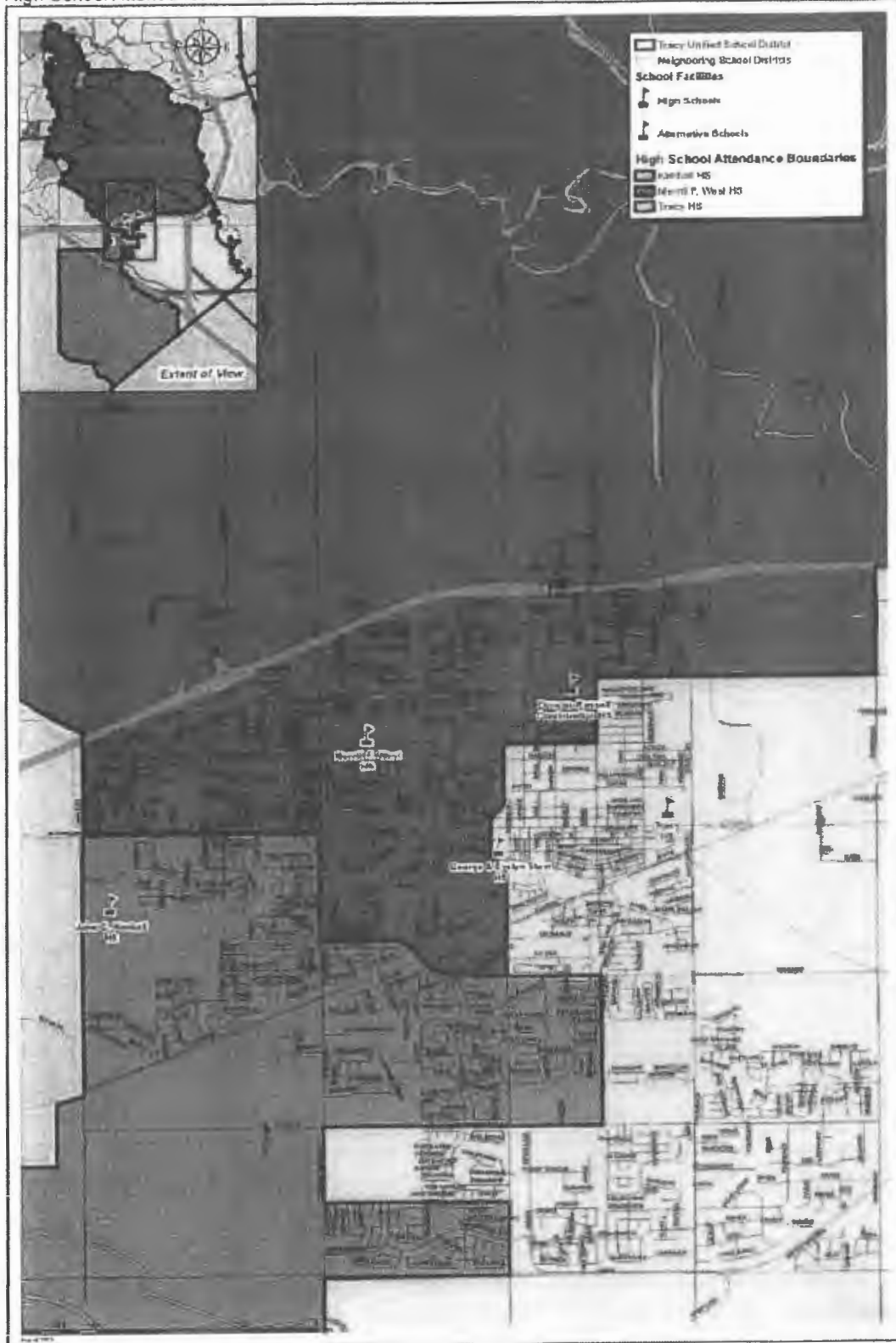
By: _____
Title: _____

By: _____
Title: _____

Tracy Unified School District
 Elementary School Attendance Boundaries School Year 2015-2016



Tracy Unified School District
High School Attendance Boundaries School Year 2015-2016





BUSINESS SERVICES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Dr. Casey Goodall, Associate Superintendent for Business Services
DATE: July 26, 2019
SUBJECT: **Approve Resolution 19-07 Authorizing AZ Bus Sales to Make Application for, to Sign Required Assurances, and to Administer the Lower-Emission School Bus Program with Respect to Applications for Local, State, and Federal Programs, Projects or Grants, on Behalf of Tracy Unified School District**

BACKGROUND: Several Local, State and Federal programs allow public and non-profit transportation providers to apply for administration, capital, and operation assistance programs or grants that support the purchase of electric buses. To be eligible for grant funds, the Tracy Unified School District Governing Board must authorize a representative by resolution, as the “Authorized Individual” to make application and administer the Electric School Bus Incentive Program.

RATIONALE: AZ Bus Sales has the expertise and the operational capacity to make application for up to eleven electric buses, each with capacity to transport between eight (8) and twenty-four (24) students. Authorizing AZ Bus Sales to serve as the District’s representative will increase the likelihood of being funded by these programs.

FUNDING: N/A.

RECOMMENDATION: Approve Resolution 19-07 Authorizing AZ Bus Sales to Make Application for, to Sign Required Assurances, and to Administer the Lower-Emission School Bus Program with Respect to Applications for Local, State and Federal Programs, Projects or Grants, on Behalf of Tracy Unified School District.

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



BUSINESS SERVICES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Casey Goodall, Associate Superintendent for Business Services
DATE: September 13, 2019
SUBJECT: **Adopt Joint Resolution No. 2018/19 - #15 in Support of a Joint Petition for Reorganization of a Portion of Tracy Unified School District to Form Banta Unified School District within the Boundaries of Banta Elementary School District**

BACKGROUND: Banta Elementary School District is a non-unified elementary school district serving grades transitional kindergarten through 8th, and is one of three elementary school districts with territory in common with the high school attendance areas of the Tracy Unified School District. The Banta District does not presently offer public high school services, and high school age students residing within Banta District boundaries are eligible to receive high school services from high schools operated by the Tracy District as well as other educational service providers.

RATIONALE: With recent increases in population, the population center of the Banta Elementary School district has shifted to the River Islands community, which is approximately 11 miles from West High School, the school of attendance for the students of that area. Therefore, representative of the Banta District have determined there is an increased need for high school age students residing within Banta District boundaries to receive high school services locally, and that a local unified school district would provide a more economical, consistent, and effective articulation of programs and resources. Among other benefits, unification will allow all students residing within Banta District boundaries to be educated within the Banta Unified School District and thereby reduce the travel time for high school students who live within Banta District boundaries.

To that end, on June 19, 2019 the Governing Board of the Banta District adopted Resolution Number 2018/19 - #15, Authorizing Commencement of a Process for Reorganization into a Unified School District.

Adoption of this resolution certifies that: 1) the Governing Board of the Tracy District supports the unification effort and endorses joint initiation of the petition for unification; 2) that the unification will not adversely affect either the Banta District nor the Tracy Unified School Districts, the residents of either school district, the San Joaquin County Office of Education, the State of California, nor any other agency or person; and 3) supports the elements of the attached resolution.



ADMINISTRATIVE & BUSINESS SERVICES MEMORANDUM

TO: Board of Education
FROM: Brian R. Stephens, Superintendent
DATE: September 16, 2019
SUBJECT: Delete Board Bylaw 9400

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

RATIONALE:

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

9400 BOARD REVIEW	DELETE	Does not reflect the current practiced by TUSD

FUNDING: Not Applicable.

RECOMMENDATION: Delete Board Bylaw 9400.

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



**TRACY UNIFIED SCHOOL DISTRICT
RESOLUTION # 19-08**

**DETERMINATION OF SUFFICIENT TEXTBOOKS ALIGNED TO THE
CONTENT STANDARDS AND INSTRUCTIONAL MATERIALS
2019-20**

Whereas, the Governing Board of Tracy Unified School District, in order to comply with the requirements of Education Code 60119 held a public hearing on September 24, 2019, at 7:00 PM, which is on or before the eighth week of school (between the first day that students attend school and the end of the eighth week from that day) and which did not take place during or immediately following school hours, and;

Whereas, the Board provided at least 10 days notice of the public hearing by posting it in at least three public places within the District stating the time, place, and purpose of the hearing, and;

Whereas, the Board encouraged participation by parents/guardians, teachers, members of the community, and bargaining unit leaders in the public hearing, and;

Whereas, information provided at the public hearing detailed the extent to which textbooks and instructional materials were provided to all students, including English learners, in the Tracy Unified School District, and;

Whereas, the definition of “sufficient textbooks or instructional materials” means that each student, including each English learner, has a standards-aligned textbook and/or instructional materials to use in class and to take home, which may include materials in a digital format but shall not include photocopied sheets from only a portion of a textbook or instructional materials copied to address a shortage, and;

Whereas, between the 2008-09 through the 2019-20 fiscal years, the definition of “sufficient textbooks or instructional materials” also means that all students who are enrolled in the same course within the Tracy Unified School District, have standards-aligned textbooks or instructional materials from the same adoption cycle, and;

Whereas, sufficient textbooks or instructional materials were provided to each student, including each English learner, that are aligned to the academic content standards and consistent with the cycles and content of the curriculum frameworks in the following subjects:

- ENGLISH LANGUAGE ARTS (High School), adopted 2008 and 2017:

Grade Level/Course	Adopted Materials	Publisher	Copyright
Acc English, Adv Eng 1, AgSci Adv Eng 1, Beg ELD, ELD 9, English 1, Eng 1 Acad, English 1 MHSA, English 1 PreAP, Eng 1 AcadPreAP, Eng 1 PreAP MHSA, Modified Eng, Newcomer ELD	<i>StudySync (9)</i>	McGraw Hill	2017
Acc English, Adv Eng 2, AgSci Adv Eng 2, Beg ELD, ELD 10, English 2, Eng 2 Academy, English 1 MHSA, Eng 2 PreAP, Eng 2 Acad PreAP, Eng 2 PreAP MHSA, Modified Eng, Newcomer ELD	<i>StudySync (10)</i>	McGraw Hill	2017
Acc English, AgSci Eng 3, AP English Lit, Beg ELD, ELD 11, English 3, English 3 Acad, English IB HL1, Modified Eng, Newcomer ELD	<i>StudySync (11)</i>	McGraw Hill	2017
AP English Lang	<i>The Language of Composition</i>	Bedford/St. Martins (VHPS)	2008
Acc English, AgSci Eng 4, AP English Lit, Beg ELD, ELD 12, English 4, English 4 Acad, English 4 MHSA, English IB HL2, Modified Eng, Newcomer ELD	<i>StudySync (12)</i>	McGraw Hill	2017

- MATHEMATICS (High School), adopted 2002, 2015, and 2017:

Grade Level/Course	Adopted Materials	Publisher	Copyright
Acc Math, Algebra Read, Mod Math	<i>Bridge to Algebra</i>	Carnegie Learning	2011
Acc Algebra, Acc Bas Alg, Algebra 1, Algebra 1A, Algebra 1B, Algebra 1 MHSA, Algebra 1 w/Sup, Mod Algebra	<i>HMH Algebra 1 Volume 1 & 2</i>	Houghton Mifflin Harcourt	2015
Geometry, Geometry ELL, Geometry MHSA, Geometry PreAP	<i>HMH Geometry Volume 1 & 2</i>	Houghton Mifflin Harcourt	2015
Adv Algebra 2, Algebra 2, Alg 2 PreAP	<i>HMH Algebra 2 Volume 1 & 2</i>	Houghton Mifflin Harcourt	2015
AP Statistics	<i>The Practice of Statistics, 5e</i>	W. H. Freeman	2018
Calculus AP (AB), Calculus AP (BC)	<i>Calculus, 11e</i>	Cengage Learning	2016
AP Comp Sci A	<i>Objects First with Java; a Practical Introduction Using BlueJ</i>	Pearson Education	2012
Adv Math, PreCal, Pre-Calculus	<i>PreCalculus w/Limits; A Graphing Approach 7e</i>	Cengage	2016

• HISTORY / SOCIAL SCIENCE (High School), adopted 2006, 2015, 2019:

Course / Grade Level	Adopted Materials	Publisher	Copyright
Grade 12			
AgSci Govt/Econ, Amer Govt/Econ, Govt/Econ ELL, Mod Econ/Govt	<i>Magruder's American Government</i>	Pearson	2019
AgSci Govt/Econ, Amer Govt/Econ, Econ/Amer Govt, Govt/Econ ELL, Mod Econ/Govt	<i>Economics Principles in Action</i>	Pearson	2019
IB H History of the Americas 2	<i>Making America</i>	Cengage	2019
	<i>History of the Americas, 1880-1981</i>	Oxford University Press	2015
	<i>The Mexican Revolution 1884-1940</i>	Hodder	2014
	<i>The Move to Global War</i>	Oxford University Press	2015
AP US Gov & Politics	<i>American Government</i> , 10th ed.	McDougal Littell/Houghton	2006
	<i>American Government Readings</i>	Pearson	2006
Grade 11			
AgSci US Hist, Modif US Hist, US History, US History ELL	<i>U.S. History 1877 to the Present: America Through the Lens</i>	National Geographic Learning/Cengage	2019
AP US History	<i>American History: Connecting with the Past</i> , 15 th ed.	McGraw Hill	2015
IB H History of the Americas 1	<i>A People and a Nation</i>	Cengage	2019
	<i>Latin America: An Interpretive History</i>	Pearson	2017
	<i>Major Problems in American History</i>	Cengage	2017
Grade 10			
World History, Special Education World History Pre IB AgSci SS 2 (THS only), World History Pre-AP	<i>Modern World History</i>	Houghton Mifflin Harcourt	2019
Pre IB History of the Humanities (THS only)	<i>Modern World GCSE</i>	Social Studies School Service	2002
	<i>World History, Volume II-Since 1500</i>	Thomson/Wadsworth	2007
AP World History AP	<i>World Civilization: The Global Experience</i> , 5 th AP edition	Pearson Education	2007

• MODERN LANGUAGE, adopted 2012:

Course / Grade Level	Adopted Materials	Publisher	Copyright
Spanish 1	<i>Avancemos</i> , Lv 1	Holt McDougal	2013
Spanish 2	<i>Avancemos</i> , Lv 2	Holt McDougal	2013
Spanish 3 PreAP, Spanish IB HL1	<i>Avancemos</i> , Lv 3	Holt McDougal	2013
AP Spanish Language and Culture	<i>TEMAS</i>	Vista Higher Learning	2020
Spanish IB HL2, Spanish 5	<i>Avancemos</i> , Lv 4	Holt McDougal	2013
	<i>Manana</i>	Advance Materials	2011
AP Spanish Literature	<i>Reflexiones; Introduccion a la literatura hispanica</i>	Pearson	2013
Spanish/Spanish Spkr 1, 2	<i>Nuevas Vistas Intro/Uno/Dos</i>	Holt, Rinehart, Winston	2004
French 1	<i>Bien dit!</i> Lv 1	Holt McDougal	2013
French 2	<i>Bien dit!</i> Lv 2	Holt McDougal	2013
French 3 PreAP, French IB HL1	<i>Bien dit!</i> Lv 3	Holt McDougal	2013
French IB HL2	<i>Le monde en francais</i>	Advance Materials	2011
AP French Lang	<i>Imaginez</i>	Vista Higher Learning	2007

Whereas, sufficient textbooks or instructional materials were provided to each student enrolled in foreign language or health classes, and;

Whereas, laboratory science equipment was available for science laboratory classes offered in grades 9-12, inclusive;

Therefore, it is resolved that for the 2019-2020 school year, the Tracy Unified School District has provided each student with sufficient textbooks and instructional materials aligned to the academic content standards and consistent with the cycles and content of the curriculum frameworks.

APPROVED AND ADOPTED, this 24th day of September, 2019 at a meeting, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

President
Board of Trustees
Tracy Unified School District

Clerk
Board of Trustees
Tracy Unified School District

**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.

Nhu Nguyen-South West Park, RSP; Mild/Moderate, K-5
Raney Shimosono-McKinley Elementary, SDC; Mild/Moderate K-5

AYES:
NOES:
ABSTAIN:
ABSENT:

Board President

Date: _____

ATTEST:

Board Vice President

Date: _____



California State University, Chico
School of Education
Tracy Joint Unified School District
Paid Internship Agreement

This agreement is between Tracy Joint Unified School District ("District") and California State University, Chico ("University"), who may be referred to collectively as the parties. The District is authorized under Education Code 44320 et seq., to cooperate with institutions of higher education in providing training and experience to credential candidates who hold an intern credential, or are participating in an alternative paid internship position ("Paid Intern"). This Agreement describes and confirms the expectations and responsibilities of the Parties regarding the Program through which University students who hold an intern credential from the California Commission on Teacher Credentialing, or are participating in an alternate paid internship position ("Paid Interns") will gain experience in the public school setting. University employs one or more experienced credentialed teachers, administrators, or doctoral candidates who have agreed to provide direct classroom supervision and support to Paid Interns and Local Support Teachers. Such individuals may be referred to below as *University Supervisors*.

I. TERM OF THE AGREEMENT

- A. This Agreement shall remain in effect for a term of three (3) years beginning August 15, 2019 and ending August 14, 2022, unless terminated sooner. Either party may terminate this Agreement on 30 days' written notice to the other party.

II. RECITALS

- A. University operates a program for the education and training of candidates pursuing a California Preliminary Education Specialist (Mild/Moderate and Moderate/Severe) Teaching Credential, and Preliminary Multiple Subject Teaching Credential or Preliminary Single Subject Teaching Credential with English Learner Authorization (ELA) and is accredited by the California Commission on Teacher Credentialing (CTC) with approval to offer intern options in these programs.

III. CTC REQUIREMENTS FOR SUPPORT AND SUPERVISION OF INTERN TEACHERS

- A. In 2013, the California Commission on Teacher Credentialing (CTC) adopted policies that specify the number of hours of general support and supervision, as well as additional specific English Learner support and supervision, which must be provided to Paid Interns. The regulations (California Education Code §44321; 5 Cal. Code Reg. § 80033) were approved and made part of law effective 2014.
- B. Under the approved regulations, the University and District must:
1. Identify a Local Support Teacher or other designated individual who meet the CTC's specified criteria prior to a Paid Intern's start date.
 2. Provide a minimum of 144 hours per year (72 hours per semester) of support/mentoring and supervision must be provided to each Paid Intern including coaching, modeling, and demonstrating within the classroom, assistance with course planning and problem-solving regarding students, curriculum, and development of effective teaching methodologies.

- C. District will identify a district-employed Local Support Teacher, and will complete the *Local Support Teacher Information Form* (Exhibit B). Form will be submitted to University's School of Education prior to the Paid Intern's start date.
- D. District will provide new teacher orientation, on-going support and other clinical/professional experiences for Paid Interns teaching within the District under the supervision of a district-employed Local Support Teacher.
- E. District will provide release time and compensation for the Paid Intern and Local Support Teacher for participation in District group/regional group meetings and professional development activities including time to observe other exemplar teachers teaching in their classrooms as per section III.B.
- F. District will pay University a sum of \$1,500 per semester per Paid Intern.
- G. District will immediately notify University if the District has knowledge of or suspects any professional or ethical violations by a Paid Intern. University will cooperate with District in any investigation concerning the reported violation.
- H. District will instruct Paid Intern in school policies regarding child abuse reporting, sexual harassment and professional conduct.
- I. District, in conjunction with University's School of Education, and in compliance with CTC requirements, shall develop and implement an appropriate professional development plan for the Paid Intern. District will advise the Paid Intern in developing an individual academic program plan for completion of the credential program within two years, as determined by the issuance date of the Intern Credential and meet the requirements for the preliminary credential being sought.
- J. Support the completion of the Intern Requirement Checklist, and in consultation with the School of Education, develop and implement an appropriate Professional Development Plan for the intern, in compliance with CTC requirements.
- K. District will notify the University of any changes in employment during the internship;
- L. Release the intern from employment if the School of Education determines that the terms of the internship are not being met.
- M. District will review details and pre-requisite requirements for becoming a Paid Intern found at www.csuchico.edu/soe/intern, and verify that the proposed teaching position:
 - i. is in a public school district or public charter school;
 - ii. is a regular teaching position authorized by the standard credential which the credential candidate is pursuing;
 - iii. does not displace any certificated employees in the school district;
 - iv. is at least 50% of a full-time position;
 - v. is appropriate for the subject matter competence of the credential candidate;
 - vi. is supported by the local bargaining unit representing district teachers;
 - vii. is hired through an alternative authorization to teach while the Intern Credential is being processed, if necessary; and
 - viii. is assigned a reasonable teaching load for a teacher- in-training, and protected from extracurricular and case-overload demands.

such insurance policy or policies. Further, University agrees to maintain professional and comprehensive general liability insurance with no exclusion for molestation or abuse at a minimum of Five Million Dollars (\$5,000,000) per occurrence and Twenty Million Dollars (\$20,000,000) in aggregate throughout the course of this Agreement.

- B. Further, University shall provide written notice that should any of the above described policies be cancelled before the expiration thereof, notice will be delivered in accordance with the policy provisions. University also agrees to maintain statutory Workers' Compensation coverage on any individuals considered as employees of University working at District pursuant to this Agreement at all times during the course of this Agreement.
- C. University shall provide certificates evidencing all coverage referred to in this Section within thirty (30) days of execution of this Agreement and thereafter, on an annual basis. If the coverage is on a claims-made basis, University hereby agrees that not less than thirty (30) days prior to the effective date of termination of University's current insurance coverage or termination of this Agreement, University shall either purchase three (3) year tail coverage per claim or provide proof of continuous coverage in the above stated amounts for all claims arising out of incidents occurring prior to termination of University's current coverage or prior to termination of this Agreement, as applicable, and provide District a certificate of insurance evidencing such coverage.
- D. The University is permissibly self-insured through the State of California for automobile liability.
- E. The District shall maintain automobile liability, general liability, workers' compensation and errors and omissions liability coverages for themselves and their respective employees. Errors or omissions liability coverage shall include coverage for negligence relating to alleged sexual misconduct and shall be on an occurrence basis. Automobile liability coverage must apply to owned, non-owned and hired automobiles. The required coverage may be provided by way of adequately documented individual or pooled self-insurance.
- F. The District shall be named as an additional insured or covered party on the liability coverages maintained by the University, and such coverages shall be primary to any coverages maintained by the District. Limits of liability for each type of liability coverage shall be at least \$1 million per claim per occurrence/ \$2 million aggregate.
- G. District shall maintain workers' compensation coverage applicable to its employees, including Paid Interns.

VIII. INDEMNIFICATION

- A. University shall defend, indemnify and hold District and its officials, employees and agents, harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of University, its officials, agents, or employees.
- B. District shall defend, indemnify and hold University, its officials, employees and agents, harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damage arising out of the performance of this Agreement but only in proportion to and to the extent such

X. NOTICES

Any notice required to be given pursuant to the terms and provisions of this Agreement shall be in writing and shall be sent first class mail to the following addresses:

For the University:	For the Community Organization:
California State University, Chico Director of Procurement & Contract Services 400 W. 1 st St. Chico, CA 95929-0244	Tracy Joint Unified School District Superintendent 1875 West Lowell Ave. Tracy, CA 95376

XI. THIS AGREEMENT may at any time be altered, changed, or amended by mutual consent of the parties in writing.

IN WITNESS WHEREOF, this Agreement has been executed by and on behalf of the parties hereto, the day and year first above written.

CALIFORNIA STATE UNIVERSITY, CHICO

TRACY JOINT UNIFIED SCHOOL DISTRICT

By _____
Deborah Summers, Associate Dean
College of Communication and Education

By _____
Brian Stephens
Superintendent

By _____
Sara Rumiano, Director
Procurement and Contract Services

Date _____

Date _____