

**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**

- |           |  |                |
|-----------|--|----------------|
| <b>1.</b> | <b>Call to Order</b>   | <b>Pg. No.</b> |
| <b>2.</b> | <b>Roll Call – Establish Quorum</b><br>Board: S. Abercrombie, A. Alexander, J. Costa, B. Pekari, S. Kaur, J. Silcox, L. Souza<br>Staff: B. Stephens, C. Goodall, S. Harrison, T. Jalique, B. Etcheverry                                |                |
| <b>3.</b> | <b>Closed Session:</b> Opportunity to Address the Board Regarding Closed Session Items which follow. Closed session is limited to consideration of items specifically authorized under the Government Code and/or the Education Codes. |                |
|           | <b>3.1 Administrative &amp; Business Services:</b>   |                |
|           | <b>3.2 Educational Services:</b>   |                |
|           | <b>3.2.1</b> Findings of Fact: #19-20/#02, #19-20/#05, #19-20/#07, 19-20/#9, 19-20/#10   |                |
|           | <b>3.2.2</b> Reinstatements: AR#19-20/#9<br><b>Action:</b> Motion __; Second __. <b>Vote:</b> Yes __; No __; Absent __; Abstain __   |                |
|           | <b>3.2.3</b> PE Exemptions: WHS# 10328268, WIIS# 10345329, WIIS# 10308269<br><b>Action:</b> Motion __; Second __. <b>Vote:</b> Yes __; No __; Absent __; Abstain __  |                |
|           | <b>3.3 Human Resources:</b>  |                |
|           | <b>3.3.1</b> Consider Paid and Non-Paid Leave of Absence Request for Classified Employee #UCL-335, Pursuant to Article XXIII<br><b>Action:</b> Motion __; Second __. <b>Vote:</b> Yes __; No __; Absent __; Abstain __                 |                |
|           | <b>3.3.2</b> Consider Public Employee/Employment/Discipline/Dismissal/Release<br><b>Action:</b> Motion __; Second __. <b>Vote:</b> Yes __; No __; Absent __; Abstain __  |                |
|           | <b>3.3.3</b> Conference with Labor Negotiator<br>Agency Negotiator: Tammy Jalique<br>Associate Superintendent of Human Resources<br>Employee Organization: CSEA, TEA   |                |
| <b>4.</b> | <b>Adjourn to Open Session</b>   |                |
| <b>5.</b> | <b>Call to Order and Pledge of Allegiance</b>  |                |

**6. Closed Session Issues:**

**6a** 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 #UCL-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)

**7**

**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

**8**

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

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

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

**13.1 Administrative & Business Services:**

<b>13.1.1</b>	Approve Accounts Payable Warrants (August, 2019) (Separate Cover Items)	<b>9</b>
<b>13.1.2</b>	Ratify Routine Agreements, Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda	<b>10-11</b>
<b>13.1.3</b>	Accept the Generous Donations From the Various Individuals, Businesses, and School Site Parent Teacher Associations Listed Herein With Thanks and Appreciation From the Staff and Students of the Tracy Unified School District	<b>12-13</b>
<b>13.1.4</b>	Approve Payroll Reports (August, 2019)	<b>14-18</b>
<b>13.1.5</b>	Approve Revolving Cash Fund Reports (August, 2019)	<b>19-22</b>

**13.2 Educational Services:**

<b>13.2.1</b>	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"	<b>23-27</b>
<b>13.2.2</b>	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	<b>28</b>
<b>13.2.3</b>	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	<b>29</b>
<b>13.2.4</b>	Approve California Science Project Grant for West High School Science Department	<b>30</b>
<b>13.2.5</b>	Approve Agreement for Special Contract Services with Tyson Amir of Freedom Soul Media, Motivational Speaker	<b>31-35</b>

**13.3 Human Resources:**

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

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

**14.1 Administrative & Business Services:**

<b>14.1.1</b>	Adopt Board Bylaws to Be Compliant with CSBA Guidelines (Second Reading)	<b>41-43</b>
<b>Action:</b>	Motion__ ; Second__ . <b>Vote:</b> Yes __ ; No__ ; Absent__ ; Abstain__	
<b>14.1.2</b>	Authorize the Associate Superintendent for Business Services to Enter Into a Pre-Unification Agreement with Banta Elementary School District	<b>44-58</b>
<b>Action:</b>	Motion__ ; Second__ . <b>Vote:</b> 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 Alcalá, Rylee Towle, Veronica Martínez-Mota, Caleb Calderon, Catherine Petersen, Jocelyn Estrada, Jenna Ethridge, and Gloria Martínez-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 12<sup>th</sup> 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.

**THS FFA:** Seraphina Souza and Anthony Santiago introduced themselves. This year they have 450 members and hired a new teacher. It is Tracy's largest department with 5 teachers. They had 35 students show and were successful at Ag Fest. Officers met for brunch and planned the upcoming year. Their fundraiser is ending on September 13. They held a BBQ for freshman members and welcomed them. Hot dogs and hamburgers were served. The Officer Team is heading to leadership training in Modesto. They will have 5 teams training for opening/closing ceremonies, which is a speech contest. They are excited to have so many students participating in this event. They received several outstanding officer awards last year. They will have a garden project in the fall. Once it produces and is harvested, they will sell the produce to teachers and community members.

**Recognition & Presentations:**

**9.1 Jacobson School Presentation**

Principal, Mary Petty, Assistant Principal, Dereck Sprecksel and teachers from Jacobson, presented a power point. They are a TK through 5<sup>th</sup> grade. They explained the shift that is happening at school. Through their PLCs they analyze data and make instructional changes. They keep information in detailed binders for each grade level. Some of the cultural shifts is holding several IEP and SST meetings, SARB hearings (they are focusing on attendance) and school wide safety plans (enforced the importance of safety. Administration has daily presence and builds relationships with family members and students. Another shift was in iRead. Kinder goes every day to the computer lab for 30 minutes. In grades 3-5 teachers were shown how to use interim assessments. They showed a video of students talking about interim assessments for the SBAC tests. They formed a guide coalition to improve writing. They have a focus on social emotional needs of students and have intervention schedules so that students receive several tiers of intervention. Their data cores from 2016 to 2019 have shown a huge increase. Shifts involve a lot of scheduling changes that includes, intervention, ELD, resource, speech, library, iread, computer lab, PE, music, art and WOW. Students and culture has changed and need growth mind set to know that schedules need to change as well. They thanked all of the directors, superintendents and the board for their support. They have a great staff who is willing to make the changes and do the hard work necessary to have their students achieve.

**9.2 PLC Presentation by Principal, Dr. Michael Bunch, George Kelly School**  
Principal of Kelly School, Dr. Michael Bunch, Assistant Principal, Shannon Bancroft and 3 teachers presented a power point on PLCs. In June they attended a PLC institute. PLCs are professional learning communities with a continuous improvement cycle. It's a way to get clear on what we expect students to do and understand when students are successful. It extends their learning and focus on those to make them successful. Teachers gave their perspective on PLCs and how it is a growth mindset for teachers. They focus in on key standards. They are using data and having students take responsibility for their own learning. Supporting this process and approving the opportunity to travel to this institute has helped their staff sustain positive growth.

**Information & Discussion Items:**

**10.1 Educational Services:**

**10.1.1** Receive Report on the 2019 Summer Bridge Program:

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 9<sup>th</sup> 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 9<sup>th</sup> 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)

- 13.1.2 Ratify Measure B Related Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda
- 13.1.3 Ratify Routine Agreements, Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda
- 13.1.4 Accept the Generous Donations From the Various Individuals, Businesses, and School Site Parent Teacher Associations Listed Herein With Thanks and Appreciation From the Staff and Students of the Tracy Unified School District
- 13.1.5 Accept and Review the Status of School Connected Organization/Booster Club Applications Submitted for the 2019/20 School Year
- 13.1.6 Approve Payroll Reports (May, June, and July 2019)
- 13.1.7 Approve Revolving Cash Fund Reports (May, June, and July 2019)
  
- 13.2 **Educational Services:**
- 13.2.1 Approve Agreement for Special Contract Services between TUSD and World of Wonders on Wheels (W.O.W.) to Provide Four Days of STEM In-House Field Study Trips to Bohn Students on Site in Tracy, CA, on November 12, 2019; November 19, 2019; December 3, 2019; and December 13, 2019
- 13.2.2 Approve Memorandum of Understanding with San Joaquin County Office of Education for the Artist-in-Residence Program at McKinley Elementary School for the 2019-2020 School Year
- 13.2.3 Ratify Agreement for Special Contract Services between TUSD and Houghton Mifflin Harcourt Publishing Company to Provide the Read 180 Program at Monte Vista Middle School for the 2019-2020 School Year
- 13.2.4 Approve Agreement for Special Contract Services with the San Joaquin County Office of Education to Provide Support for Computer Science Planning and Instruction
- 13.2.5 Ratify Agreement for Special Contract Services with Jen Schrottenboer, MS, MHC, SpEd to Provide two Additional Mental Health Service days/per week to Villalovoz Elementary School for the 2019/20 school year
  
- 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 Adopt the District's Initial Bargaining Proposal for the Tracy Educators Association (TEA) for the 2020-2021 School Year and submit it for Negotiations

**Action Items:**

- 14.1 **Administrative & Business Services:**
- 14.1.1 Adopt Resolution #19-05, Recertifying the Appropriation "Gann" Limits for the 2018/19 School Year for Tracy Joint Unified School District (Separate Cover Item)
- Action:** Kaur, Pekari. **Vote:** Yes-7; No-0.
- 14.1.2 Approve the Unaudited Statement of Receipts and Expenditures for the



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.

**Superintendent  
Report:**

Dr. Stephens thanked Steve for his comments. A few meetings again, we had students speak about recycling ideas. He met with the students along with Dr. Goodall and they will be moving forward with some of the ideas they had. He thanked Trustee Silcox for visiting Bohn School with him. Today he visited West High and was so impressed with the teachers. He asked the board members to reach out to Bobbie if they would like to go with him. Before he came to TUSD we passed 3 bonds in 10 years. We have been so fiscally smart in how we used our bonds and now we have a chance to sell bonds. This is such a great deal for our taxpayers. Look at Central and all of our projects how nice they have come out..

**Adjourn: 8:01  
pm**

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
Date



**TRACY**  
UNIFIED SCHOOL DISTRICT

# EDUCATIONAL SERVICES MEMORANDUM

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**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.



# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Brian Stephens, Superintendent  
**FROM:** Dr. Sheila Harrison, Associate Superintendent of Educational Services and Human Resources  
**DATE:** September 11, 2019  
**SUBJECT:** **Conduct a Public Hearing to Determine Sufficiency of Textbooks and Instructional Materials for the Students of Tracy Unified School District**

**BACKGROUND:** California Education Code 60119 (as amended by Statutes of 2012, Chapter 668, Section 3, effective January 1, 2013) requires that the governing board hold an annual public hearing regarding the sufficiency of instructional materials encouraging the input of parents, teachers, members of the community interested in the affairs of the school district, and bargaining unit leaders. The public hearing is held to determine whether “each pupil in each school in the district has sufficient textbooks or instructional materials, or both, that are aligned to the content standards adopted pursuant to Section 60605 in each of the following subjects, as appropriate, that are consistent with the content and cycles of the curriculum framework adopted by the State Board:

- (i.) Mathematics
- (ii.) Science
- (iii.) History-Social Science
- (iv.) English/Language Arts, including the English Language Development component of an adopted program.”

**RATIONALE:** The public hearing requirement is one component of the state audit guide. This item 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 careers.

**FUNDING:** No cost to the District.

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

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



# BUSINESS SERVICES MEMORANDUM

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**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 MEMORANDUM

**TO:** Dr. Brian Stephens, Superintendent  
**FROM:** Dr. Casey Goodall, Associate Superintendent for Business Services  
**DATE:** September 9, 2019  
**SUBJECT:** **Ratify Routine Agreements, Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda**

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

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

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

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

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

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

**BUSINESS SERVICES**  
**FACILITIES DEVELOPMENT DEPARTMENT**  
**September 24, 2019**  
**SUMMARY OF SERVICES**

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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 4<sup>th</sup> and October 18<sup>th</sup> 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

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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

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# BUSINESS SERVICES MEMORANDUM

**TO:** Dr. Brian Stephens, Superintendent  
**FROM:** Dr. Casey Goodall, Associate Superintendent for Business Services  
**DATE:** September 13, 2019  
**SUBJECT:** **Accept the Generous Donations From the Various Individuals, Businesses, and School Site Parent Teacher Associations Listed Herein With Thanks and Appreciation From the Staff and Students of the Tracy Unified School District**

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

Freiler Elementary School:

1. Tracy Unified School District/Freiler Elementary School: From the PG&E Company/Employee Giving program for the amount of \$504.00 (ck. #1110162636). This donation will be used towards the purchase of classroom supplies.

West High School:

1. Tracy Unified School District/West High School: From Heather Robinson for the amount of \$500.00 (ck. #1792). This donation will go towards the purchase of equipment and tournament entry fees for the Robotics Club.

**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

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**TO:** Dr. Brian Stephens, Superintendent  
**FROM:** Dr. Casey Goodall, Associate Superintendent for Business Services  
**DATE:** September 13, 2019  
**SUBJECT:** Approve Payroll Reports (August, 2019)

**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 (August, 2019).

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

Pay Date 08/09/2019

Fund 01

LABOR DISTRIBUTION FOR EMPLOYEES SUMMARY

Fund	SACS Object	Amount	
Fund 01	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
		<b>Total Labor</b>	<b>393,042.38</b>
Fund 01	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	
		<b>Total Contributions</b>	<b>49,108.07</b>
Fund 11	2400	754.26	Clerical & Office Salaries
		<b>Total Labor</b>	<b>754.26</b>
Fund 11	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
		<b>Total Contributions</b>	<b>158.27</b>

Fund	SACS Object	Amount	
12	2100	1,667.38	Instructional Aides' Salaries
	<b>Total Labor</b>	<b>1,667.38</b>	
<b>Fund</b>	<b>SACS Object</b>	<b>Amount</b>	
12	3102	104.52	STRS On 2000 Salaries
	3202	7.79	PERS On 2000 Salaries
	3302	87.75	
	3502	0.83	State Unemploy On 2000 Salary
	3602	29.89	Worker'S Comp Ins On 2000 Sal
	<b>Total Contributions</b>	<b>230.78</b>	
<b>Fund</b>	<b>SACS Object</b>	<b>Amount</b>	
13	2200	17,052.77	Classified Support Salaries
	2400	376.66	Clerical & Office Salaries
	<b>Total Labor</b>	<b>17,429.43</b>	
<b>Fund</b>	<b>SACS Object</b>	<b>Amount</b>	
13	3202	932.81	PERS On 2000 Salaries
	3302	1,157.84	
	3502	8.70	State Unemploy On 2000 Salary
	3602	312.42	Worker'S Comp Ins On 2000 Sal
	<b>Total Contributions</b>	<b>2,411.77</b>	

ESCAPE ONLINE

Pay Date 08/30/2019

Fund 01

LABOR DISTRIBUTION FOR EMPLOYEES SUMMARY

Fund	SACS Object	Amount	
01	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
	<b>Total Labor</b>	<b>7,834,666.96</b>	
Fund	SACS Object	Amount	
01	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	
	<b>Total Contributions</b>	<b>2,749,473.90</b>	
Fund	SACS Object	Amount	
11	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
	<b>Total Labor</b>	<b>41,735.29</b>	
Fund	SACS Object	Amount	
11	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
	<b>Total Contributions</b>	<b>13,789.46</b>	

Fund	12	SACS Object	Amount	
		1300	2,107.90	Cert Suprvsrs' & Admins' Sal
		2100	10,276.73	Instructional Aides' Salaries
		2400	3,837.31	Clerical & Office Salaries
		<b>Total Labor</b>	<b>16,221.94</b>	
Fund	12	SACS Object	Amount	
		3101	360.46	STRS On 1000 Salaries
		3102	421.42	STRS On 2000 Salaries
		3202	1,767.85	PERS On 2000 Salaries
		3301	28.27	
		3302	831.01	
		3401	196.08	
		3402	1,181.24	
		3501	1.05	State Unemploy On 1000 Salary
		3502	7.07	State Unemploy On 2000 Salary
		3601	37.78	Worker'S Comp Ins On 1000 Sal
		3602	252.98	Worker'S Comp Ins On 2000 Sal
		<b>Total Contributions</b>	<b>5,085.21</b>	
Fund	13	SACS Object	Amount	
		2200	128,663.13	Classified Support Salaries
		2300	35,450.32	Class Suprvsrs' & Admins' Sal
		2400	11,071.17	Clerical & Office Salaries
		<b>Total Labor</b>	<b>175,184.62</b>	
Fund	13	SACS Object	Amount	
		3202	28,475.37	PERS On 2000 Salaries
		3302	12,099.43	
		3402	16,210.12	
		3502	87.65	State Unemploy On 2000 Salary
		3602	3,140.22	Worker'S Comp Ins On 2000 Sal
		<b>Total Contributions</b>	<b>60,012.79</b>	

ESCAPE ONLINE



# BUSINESS SERVICES MEMORANDUM

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**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
08/13/2019	9574	EZ-8 MOTEL	01-0723-0-1110-3600-5200-840-9702	
TOTAL				0.00
08/12/2019	9572	TRACY VALLEY CLEANERS	PO20-00867 Uniform cleaning WHS AFJROTC 01-0000-0-1110-1000-5800-700-6571	-374.40
TOTAL				-374.40
08/13/2019	9573	CA. ASSOC.FUTURE FARMERS ...	Greenhand Leadership Conference 8/23/19 A... 01-0000-0-1110-1000-5200-700-6512	-20.00
TOTAL				-20.00
08/13/2019	9574	EZ-8 MOTEL	VOID: Conference 8/14-15/2019 Transportation	
TOTAL				0.00
08/15/2019	9575	StATE WATER RESOURCES CON...	PO20-00853 Inv#SC-114760 01-0000-0-0000-8110-5884-170-7330 Delta Isla...	-137.95
TOTAL				-137.95
08/21/2019	9576	EAGLE SOFTWARE INC	Aeries Conference 9/22-24/2019 Tom Quiamb... 01-0709-0-1110-1000-5200-800-1217	-625.00
TOTAL				-625.00
08/26/2019	9577	CITY OF TRACY TRANSIT STATION	PO20-00964 TRACER TICKETS 01-3010-0-0000-7200-4300-800-2749	-99.00
TOTAL				-99.00
08/26/2019	9578	DEPARTMENT OF MOTOR VEHIC...	PO20-00421 DMV FEES 01-0723-0-1110-3600-5800-840-9702 01-0724-0-5750-3600-5800-840-9702	-31.20 -46.80
TOTAL				-78.00
08/26/2019	9579	DEPARTMENT OF MOTOR VEHIC...	PO20-00421 DMV FEES 01-0723-0-1110-3600-5800-840-9702 01-0724-0-5750-3600-5800-840-9702	-31.20 -46.80
TOTAL				-78.00
08/26/2019	9580	DEPARTMENT OF MOTOR VEHIC...	PO20-00421 DMV FEES 01-0723-0-1110-3600-5800-840-9702 01-0724-0-5750-3600-5800-840-9702	-31.20 -46.80
TOTAL				-78.00



**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

09/03/19

**TUSD**  
**REVOLVING CASH FUND**  
August 2019

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<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Memo</u>	<u>Paid Amount</u>
08/26/2019	9589	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
08/27/2019	9590	EAGLE SOFTWARE INC	2019 AeriesCon - Richard Newton; Tom Haim	
			01-4035-0-1110-2140-5200-800-2744	-700.00
TOTAL				-700.00
08/30/2019	9591	CCEA	PO20-01005 19/20 membership	
			01-0709-0-3200-1000-5300-550-6952	-450.00
TOTAL				-450.00



# 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.

**FUNDING:** San Joaquin County Behavioral Health Center Services provide this service at no-cost to the district.

**RECOMMENDATION:** 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."

**Prepared by:** Deidre Hill-Valdivia, Ed.D., 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 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 Multi-ethnic 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.

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

Contractor agrees to hold harmless and to indemnify District for:

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

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

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

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

**AGREED:**

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Address

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

\_\_\_\_\_  
Date

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

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

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

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



# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Brian R. Stephens, Superintendent  
**FROM:** Dr. Sheila Harrison, Associate Superintendent of Educational Services  
**DATE:** September 12, 2019  
**SUBJECT:** **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**

**BACKGROUND:** The International Center for Leadership in Education (ICLE), a division of Houghton Mifflin Harcourt (HMH) partnered with the District to provide staff development beginning in 2014 with the Rigorous Curriculum Design (RCD) process. During the 2017-2018, 2018-2019 and 2019-2020 school year, the District partnered with them to provide professional development in the Rigor/Relevance Framework to District and site administrators and teachers. Through a comprehensive and blended approach, ICLE/HMH continues to support our implementation of the California Standards through a series of courses and coaching to fit our leadership needs, as well as the context of the District. The implementation process is supported by an online tool, accessible by both Administrators and ICLE Leadership Consultants, where school-specific data is collected, goals are set, and progress is monitored to continue to build effective instructional leaders, capable of unlocking the instructional power of each teacher and, in turn, the learning potential of all students.

Last year HMH created an Executive Leadership Council (ELC) that is comprised of a cross-section of education leaders from across the nation. The HMH Leadership team meets with the ELC multiple times in a year with two annual in-person summits on a variety of topics, all aimed at collectively improving student outcomes. The ELC is designed to cultivate stronger opportunities for collaboration, and two-way dialogue on the most critical issues in K-12 education today that will help to shape the future of education. The group is meeting in Boston in December, 2019.

**RATIONALE:** Through the District's partnership and work with ICLE/HMH, consultants from HMH have invited and requested that Dr. Sheila Harrison, Associate Superintendent of Educational Services be a member of the ELC and the attend the Executive Leadership Council summit.

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:** HMH will pay for the cost of air travel and hotel. The District will pay for airport parking/transportation, mileage and meals not to exceed \$300.00 and will be paid by District Title II funds.

**RECOMMENDATION:** 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.

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





# 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 advisors 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 21<sup>st</sup> 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 Stephens, Superintendent  
**FROM:** Dr. Sheila Harrison, Associate Superintendent of Educational Services  
**DATE:** September 9, 2019  
**SUBJECT:** **Approve California Science Project Grant for West High School Science Department**

**BACKGROUND:** One year ago the West High Science department team members, Kim Stewart, Joyce Shade, Jennifer Haut and Randy Moehnke submitted an application to the California Science Project for Grant Funding to advance science education at West High school. They completed a detailed application stating why their team should be chosen to receive this grant, what experience they have in facilitating growth in the area of science and what they would do with the grant should they receive it. They spoke eloquently of their desire to develop engineering curriculum that can be used in all biology, chemistry and physics courses. They highlighted our successes in the annual Hackathon contests and robotics tournaments. We are excited to report our proposal for the Making Science pilot program was accepted! This is a unique and special opportunity for our school site and district. We look forward to sharing this news with our community and all stakeholders.

**RATIONALE:** The Grant provides additional money for materials, tools and teachers to engage students in more in-depth science interaction and facilitates integration of engineering into all science classrooms. By accepting these funds, West High administration agrees to supplement the program with an in-kind match of site funds for \$7,000.00. This supports District Strategic Goal #3: Apply fiscal, operational and community resources to ensure a safe learning environment that supports staff and student goals.

**FUNDING:** The grant will provide \$7,000.00 and West High is responsible to supply in-kind matching funds.

**RECOMMENDATION:** Approve California Science Project Grant for West High School Science Department

**PREPARED BY:** Dr. Zachary Boswell, Principal, Merrill F. 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.



# INVOICE

Invoice #: 0087  
Invoice Date: Sep 10, 2019  
Due date: Sep 10, 2019

Freedom Soul Media

www.BBPcurriculum.com

Amount due:  
**\$350.00**

Bill To:

Merrill F. West High School

Description	Quantity	Price	Amount
BBPs Curriculum Presentation 9/26/19	1	\$350.00	\$350.00
		Subtotal	\$350.00
		Discount (0%)	\$0.00
		<b>Total</b>	<b>\$350.00 USD</b>

## Notes

Thank you for supporting Black Boy Poems and the Black Boy Poems Curriculum. We sincerely hope that this work brings value to your learning space.

Make payment to:

Freedom Soul Media  
PO Box 27021  
Oakland, CA. 94602

# 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.

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, Audrey Harrison, at (209) 830-3370 x3010 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:

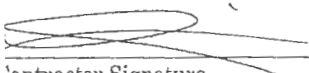
Any injury to person or property sustained by Contractor or by any person, firm or corporation employed directly or indirectly by the Contractor or by any of the individuals participating in or associated with him or her, however caused; and any injury to person or property sustained by any person, firm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



# HUMAN RESOURCES MEMORANDUM

**TO:** Dr. Brian Stephens, Superintendent  
**FROM:** Tammy Jalique, Associate Superintendent for Human Resources  
**DATE:** September 16, 2019  
**SUBJECT:** **Accept Resignations/Retirements/Leave of Absence for Classified, Certificated, and/or Management Employment**

**BACKGROUND:**

**CERTIFICATED RESIGNATION**

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
Crossley, Mitchell Mathematics	North	09/18/19	Personal

**BACKGROUND:**

**CLASSIFIED RESIGNATION**

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
Carbajal Jr., Rafael Special Ed Para Ed I	Hirsch	09/20/19	Personal
Cross, Crysta School Supervision Assist.	McKinley	10/01/19	Personal
Medina, Daisy Preschool Instructor	North	09/21/19	Personal
Sullivan Mary Utility Person II	MOT/ Kelly	09/21/19	Personal

**BACKGROUND:**

**CLASSIFIED RETIREMENT**

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>
River, Roman Bus Driver	Transport.	11/01/19



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

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



**TRACY**  
UNIFIED SCHOOL DISTRICT

# HUMAN RESOURCES MEMORANDUM

**TO:** Dr. Brian Stephens, Superintendent  
**FROM:** Tammy Jalique, Associate Superintendent of Human Resources  
**DATE:** September 16, 2019  
**SUBJECT:** Approve Classified, Certificated, and/or Management Employment

**BACKGROUND:**

Aguilera, Angelica

**CERTIFICATED**

6<sup>th</sup> Grade SDC (Replacement)  
Williams Middle School  
Class IV, 1 "A" \$47,740.00  
Funding: General Fund

**BACKGROUND:**

Camacho, Elena

**CLASSIFIED**

Clerk Typist II (Replacement)  
DEC/Special Education Department  
Range 27, Step C - \$17.73 per hour  
8 hours per day  
Funding: Special Education

Chavez, Elizabeth

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

Chavez, Elizabeth

Food Service Worker (Replacement)  
Poet Christian School  
Range 22, Step C - \$15.77 per hour  
1 hour per day  
Funding: Child Nutrition – School Program

Ciraulo, Alyssa

Secretary to the Director of Special  
Education (New)  
DEC/Special Education Department  
Range 40, Step C - \$24.01 per hour  
8 hours per day  
Funding: Special Education

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

**BACKGROUND:**

Buttram, Clayton

Barreto, Mateo

Nelson, Charnice

**COACHES**

50% Football - Varsity Asst.  
Kimball High  
Stipend: \$2,624.06

Water Polo -- Asst. Coach  
Kimball High  
Stipend: \$4,034.50

Basketball – Frosh Girls’  
West High  
Stipend: \$4,034.50

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

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



**TRACY**  
UNIFIED SCHOOL DISTRICT

# 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

The Governing Board recognizes that maintaining accurate minutes of Board meetings helps foster public trust in Board governance and provides a record of Board actions for use by district staff and the public.

(cf. 9000 - Role of the Board)

(cf. 9005 - Governance Standards)

(cf. 9323 - Meeting Conduct)

The secretary of the Board shall keep minutes and record all official Board actions. The Board's minutes shall be public records and shall be made available to the public upon request. (Education Code 35145, 35163)

(cf. 1340 - Access to District Records)

(cf. 9122 - Secretary)

(cf. 9323.2 - Actions by the Board)

The minutes of Board meetings shall include, but not be limited to:

1. A notation of which Board members are present, in person or by teleconference, and whether a member is not present for part of the meeting due to late arrival and/or early departure

(cf. 9250 - Remuneration, Reimbursement and Other Benefits)

(cf. 9320 - Meetings and Notices)

2. A brief summary of the Board's discussion on each agenda topic, rather than a verbatim record of each Board member's specific points of view during the discussion

3. A summary of the public comments made on agendized items and unagendized topics

4. The specific language of each motion and the names of the Board members who made and seconded the motion

5. Any action taken by the Board, and the vote or abstention on that action of each Board member present (Education Code 35145; Government Code 54953)

The Superintendent or designee shall distribute a copy of the "unapproved" minutes of the previous meeting(s) with the agenda for the next regular meeting. The Board shall approve the minutes as circulated or with necessary amendments.

Official Board minutes and recordings shall be stored in a secure location and shall be retained in accordance with law.

(cf. 3580 - District Records)

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



# BUSINESS SERVICES MEMORANDUM

**TO:** Dr. Brian Stephens, Superintendent  
**FROM:** Casey Goodall, Associate Superintendent for Business Services  
**DATE:** September 13, 2019  
**SUBJECT:** **Authorize the Associate Superintendent for Business Services to Enter Into a Pre-Unification Agreement with Banta Elementary School District**

**BACKGROUND:** Banta Elementary School District is a non-unified elementary school district serving grades transitional kindergarten through 8<sup>th</sup>, 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. 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 October 12, 2019, the Governing Board of the Banta District authorized their staff members to enter into the attached joint Pre-Unification Agreement with Tracy Unified School District in substantial form.

**FUNDING:** While there are no specific costs associated with this unification, Tracy Unified School District will experience a reduction in revenues and costs associated with serving high school aged students from the Banta attendance area. Perhaps the largest impact of this decision is that Tracy Unified School District will no longer be obligated to construct and operate a high school in the Banta area, as is currently required by existing mitigation agreements.

**RECOMMENDATIONS:** Authorize the Associate Superintendent for Business Services to Enter Into a Pre-Unification Agreement with Banta Elementary School District.

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



**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 8<sup>th</sup>;

WHEREAS, Tracy is a unified school district serving grades kindergarten through 12<sup>th</sup> within the boundaries of the former Tracy Elementary School District and serving grades 9<sup>th</sup> through 12<sup>th</sup> 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 8<sup>th</sup> 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 12<sup>th</sup>, 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

sections 35500 through 35785 shall hereinafter be referred hereto as the "Unification Law"; and

WHEREAS, it is the intent of this Agreement to set forth the obligations and rights of the Districts in relation to the application of the Unification Law and the formation of Banta Unified.

NOW THEREFORE, in consideration of the mutual agreements set forth herein, the Districts do hereby agree as follows:

### **Agreement**

1. **Recitals.** The above recitals are true and correct and are incorporated herein by reference.

2. **Definitions.** The following additional capitalized terms shall have the following meanings:

A. "Banta Mitigation Agreement" shall mean the "Second Amended And Restated Master School Impact Mitigation Agreement By And Between Califia, LLC, A California Limited Liability Company, River Islands Development, LLC, A California Limited Liability Company, And Banta Elementary School District, A Political Subdivision Of The State Of California

B. "Developer" shall mean Califia LLC, a California Limited Liability Company, doing business as River Islands at Lathrop and The Cambay Group, Inc., a California Corporation.

C. "Effective Date" shall mean the effective date of this Agreement, September 24, 2019, as specified above.

D. "Four Year High School Program" shall mean an educational program providing instruction and facilities to students in grades nine through twelve. "General Obligation Bonds" or "Bonds" shall mean the general obligation bonds issued by Tracy as authorized by the voters at an election on June 6, 2006, commonly known as "Measure E," and any subsequent refunding of those bonds.

E. "High School" shall mean grades nine through twelve.

F. "Mitigation Agreement Payments" shall mean payments made to Tracy under the Tracy Mitigation Agreement (defined below).

G. "Mitigation Fees" shall mean any payments made under developer mitigation agreements entered into by Tracy, other than the Tracy Mitigation Agreement, or developer mitigation payments made pursuant to current or future state law, including, but not limited to, Education Code sections 17620 et seq. and Government Code sections 65995 et seq.

H. "Tracy Mitigation Agreement" shall mean the Master School Impact Mitigation Agreement, dated January 21, 2003 by and between the Developer and Tracy.

I. "Unification Date" shall mean the date the unification of Banta is effective pursuant to Education Code section 35534.

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.

A. Enrollment In Tracy. Banta acknowledges that except as provided in this Agreement or pursuant to the statutory interdistrict attendance procedure (Ed. Code, §§ 46600 et seq.), Tracy will have no obligation to allow students residing in Banta Unified to continue to enroll in Tracy.

1) Prior to Banta Unified operating a Four Year High School Program, Tracy shall continue to allow the enrollment of High School students residing within Banta Unified at high schools within Tracy subject to the terms below, and as may be further set forth in a master interdistrict attendance agreement which shall require, at a minimum, terms and conditions specifying:

a. In each school year, Tracy will only serve students in grades not served by Banta Unified, except those students residing in Banta Unified but enrolled in Tracy at the time unification is effective will have the option of maintaining their enrollment in Tracy through grade twelve, notwithstanding the grades then-served by Banta Unified.

b. Following Banta Unified's commencement of operation of a Four Year High School Program, students in both Districts will attend schools of their district of residence subject only to paragraph 6.A.3 or an approved interdistrict attendance agreement, subject to Tracy's policies existing at the time of such interdistrict transfer

2) Following Banta Unified's commencement of operation of a Four Year High School Program, students who reside in the attendance area currently assigned to Tracy High School (Exhibit B) shall have the option of enrolling in Tracy or Banta Unified for High School. Such students who enroll in Tracy for High School pursuant to this provision shall have the option to continue their enrollment in Tracy through grade twelve. The Districts may enter into subsequent interdistrict attendance agreements to extend this enrollment option following termination of this Agreement.

3) Tracy shall determine which high school Banta Unified students attend subject to any current Tracy policies.

B. Per Student Funding. Banta Unified will receive operating funds into their General Fund from Federal, State and local sources of revenue for education of High School students residing within Banta Unified. The sum of these funds shall be referred to as "Total High School Revenue." These Total High School Revenues divided by the total California Basic Educational Data System ("CBEDS") enrollment of High School students residing in Banta Unified shall be referred to as "Per High School Student Funding." This Per High School Student Funding multiplied by the total number of Banta Unified High School students enrolled in Tracy, shall constitute a fair share of Banta Unified's operating cost. Such Per High School Student Funding shall be paid to Tracy within one month of completion of any CBEDS document which indicates that one or more High School students residing within Banta Unified are enrolled in Tracy.

C. Transportation. In consideration for Tracy's retention of Mitigation Agreement Payments, and property referenced herein, as set forth below, Tracy shall provide transportation to and from Tracy high schools for Banta Unified students attending Tracy high schools pursuant to this Agreement.

D. Cost of Housing Exceeding Tracy's Capacity. In consideration for Tracy's retention of Mitigation Fees, Mitigation Agreement Payments, and property, and the other consideration set forth herein, neither Banta nor Banta Unified shall be responsible for

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.

B. Equipment. Tracy does not own any equipment or fixtures located within Banta, therefore, no equipment or fixtures will change ownership as a result of Banta's unification.

C. Bus. In order to provide transportation for Banta students currently attending Tracy, Developer provided funding to acquire a bus which has been used by Tracy for this purpose. In consideration for Tracy's provision of services to Banta Unified students and transportation of those students pursuant to Paragraph 6.B, above, Tracy will retain ownership of the bus until Banta Unified operates a Four Year High School Program. At such time, Tracy will transfer ownership of the bus to Banta Unified.

D. Funds. Notwithstanding Education Code section 35560, and pursuant to Education Code section 35736, no funds or moneys will be transferred between Tracy and Banta in relation to the unification except as provided by this Agreement.

8. Mitigation Fees and Payments.

A. Mitigation Agreement. Both Districts acknowledge the existence of the Tracy Mitigation Agreement and the Banta Mitigation Agreement. By way of separate agreement with the Developer, Tracy shall endeavor to negotiate and enter into modifications or termination of the Tracy Mitigation Agreement. The purpose of the modifications or termination shall be to address the unification of Banta and elimination of the need for Tracy to construct a high school in River Islands.

B. Mitigation Agreement Payments. As of the Effective Date, Developer has made payments to Tracy pursuant to the Tracy Mitigation Agreement. Both Districts acknowledge that Developer has paid a total of \$3,549,571.89 to Tracy through the Effective Date. No later than 30 days following the Unification Date, Tracy shall transfer \$3,304,651.40 of the Mitigation Agreement Payments to Banta Unified. The remaining amount shall be retained by Tracy as consideration for Tracy's prior and ongoing provision of facilities and services to Banta's students and, following the Unification Date, Banta Unified's students as set forth herein.

C. Mitigation Fees Collected to Date. As of the Effective Date, Tracy has collected Mitigation Fees for development within the shared boundaries of Tracy and Banta, other than from the Developer. Both Districts acknowledge that since July 1, 2015, Tracy has collected \$87,750.92 in Mitigation Fees for development within the shared boundaries of Tracy and Banta ("Collected Mitigation Fees"). No later than 30 days following the Unification Date, Tracy shall transfer the Collected Mitigation Fees to Banta Unified.

D. Mitigation Fees Collected After the Effective Date and Prior to the Unification Date. Any Mitigation Fees for development within the shared boundaries of Tracy and Banta collected after the Effective Date and prior to the Unification Date shall be transferred to Banta Unified no later than 30 days following the Unification Date.

9. Treatment of Existing General Obligation Bond Programs. The Districts acknowledge and agree that current General Obligation Bonds applicable to the Banta portion of Tracy, shall remain in full force and effect for the remaining term of such Bonds, including all applicable ad valorem-based property taxes in support of such Bonds. As such property owners in Banta Unified will continue to contribute to repayment of current General Obligation Bonds as if unification had not taken place. The Districts recognize and acknowledge that high school students residing in Banta, and, following unification, Banta Unified, have enjoyed the benefits of Tracy's high school facilities to date, will continue to

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

Banta Elementary School District: 22375 El Rancho Road  
Tracy, CA 95304  
Attn: Superintendent  
Email: dmoore@sjcoe.net

With a copy to: Parker & Covert  
2520 Venture Oaks Way, Suite 190  
Sacramento, CA 95833  
Attn: P. Addison Covert  
Email: acovert@parkercovert.com

All notices submitted under this Agreement shall be accompanied by a courtesy electronic copy sent to the recipient via e-mail.

13. Entire Agreement. This Agreement contains the entire agreement of the Districts as to the subject matter herein. This Agreement supersedes any prior or contemporaneous negotiations, representations, agreements, and understandings of the Districts with respect to the subject matter herein.

14. Choice of Law. This Agreement is made under and will in all respects be interpreted, enforced, and governed by the laws of the State of California, without regard to rules regarding conflict of interest law. Any litigation by either District to enforce or interpret the terms of this Agreement shall be brought in San Joaquin County, California.

15. Construction. This Agreement has been jointly negotiated and drafted. The language of this Agreement shall be construed as a whole according to its fair meaning and not strictly for or against either of the Districts.

16. Enforcement. If there is litigation of any kind by either of the Districts to enforce the provisions of this Agreement, each party shall be responsible for its own fees and costs incurred in connection with such litigation or appeal thereof.

17. Severability. If any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the Agreement shall remain in full force and effect.

18. Incorporation of Recitals and Exhibits. The Recitals and each Exhibit attached to this Agreement are incorporated into this Agreement by this reference.

19. Counterparts. This Agreement and all amendments and supplements to it may be executed in counterparts and transmitted by facsimile or scanned and emailed pdf file, and all counterparts together, whether original, facsimile, or scanned and emailed pdf file, shall be construed as one document.



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**

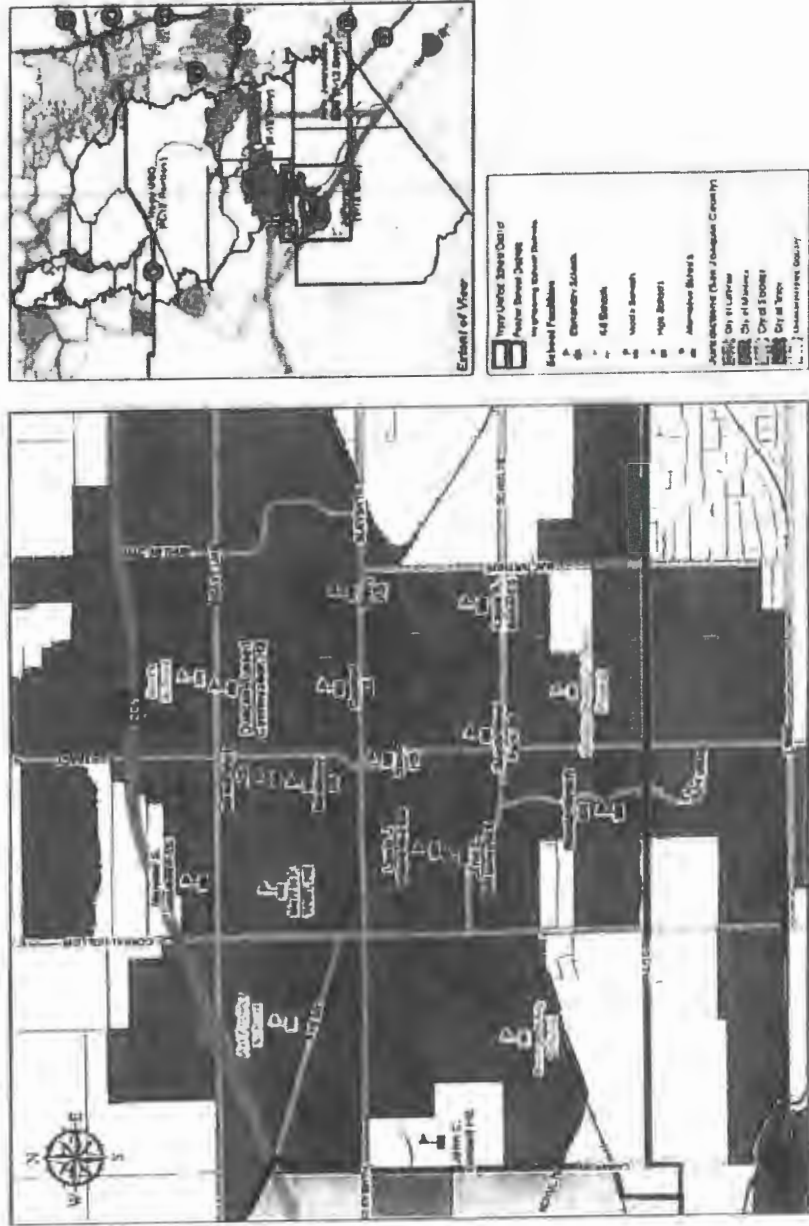
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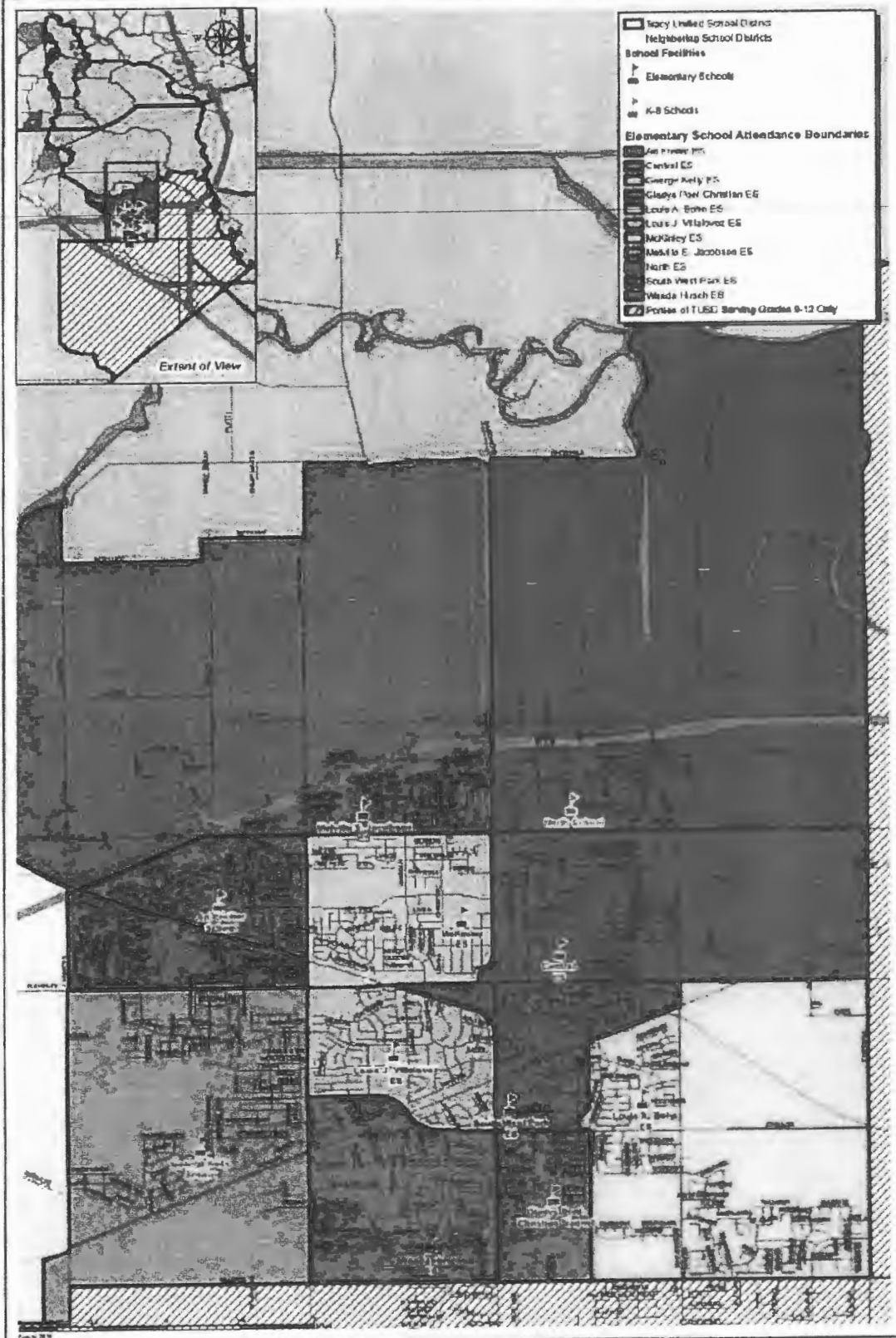
# EXHIBIT A

## Map of Boundaries of Tracy Joint Unified School District

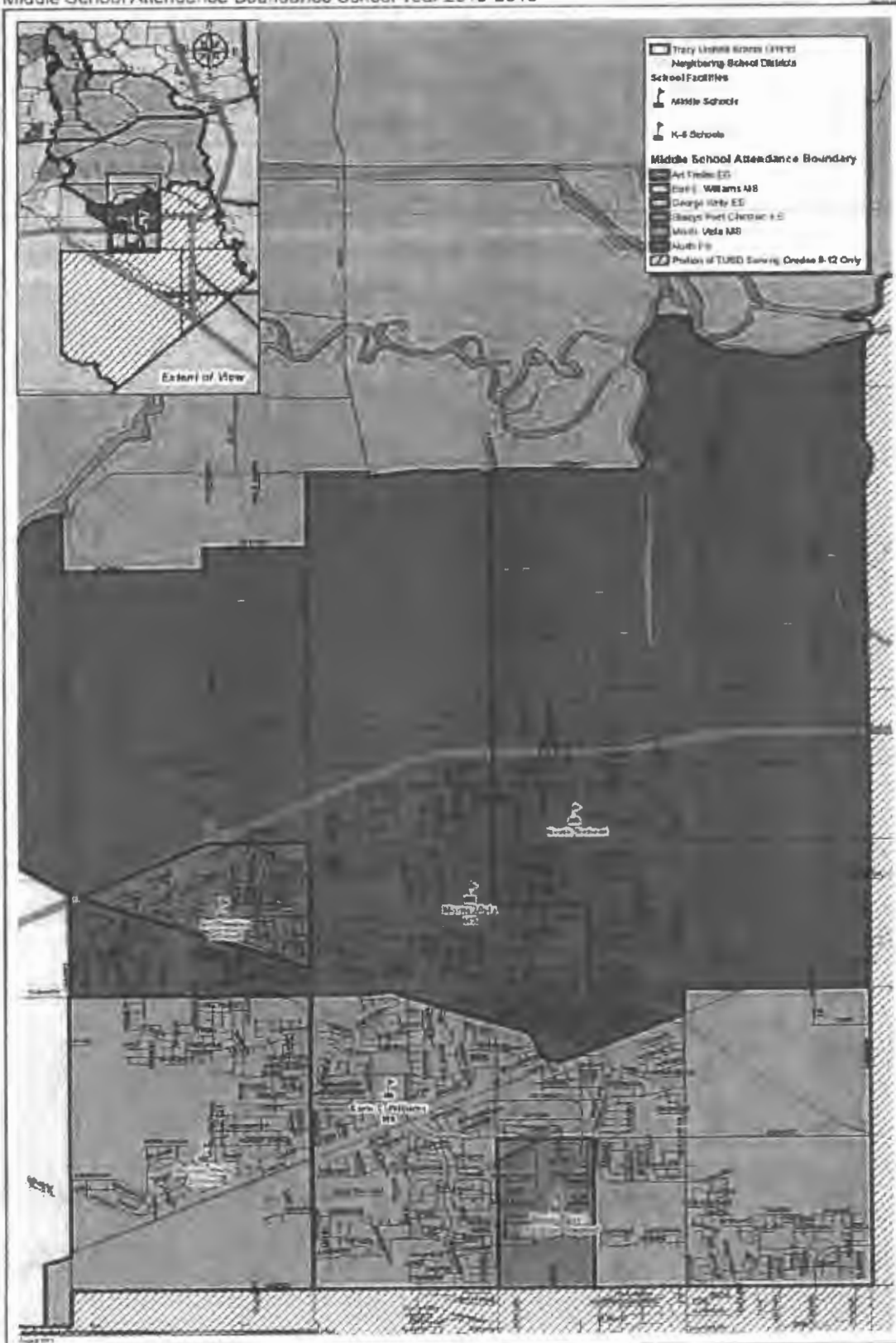
### Geographic Profile



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



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



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



EXHIBIT B

Map of Tracy High School Attendance Area

High School Attendance Boundaries





**TRACY**  
UNIFIED SCHOOL DISTRICT

# BUSINESS SERVICES MEMORANDUM

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**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.



**TRACY UNIFIED SCHOOL DISTRICT  
RESOLUTION NO. 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.**

**WHEREAS**, Several Local, State and Federal programs allow public and non-profit transportation providers to apply for administration, capital, and operation assistance programs or grants; and

**WHEREAS**, 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;

**NOW, THEREFORE, BE IT RESOLVED** that the Tracy Unified School District Governing Board hereby authorizes 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 this School District.

**PASSED AND ADOPTED** this 24th day of September 2019, by the Board of Trustees of the Tracy Unified School District by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

\_\_\_\_\_  
**President  
Board of Trustees  
Tracy Unified School District**

\_\_\_\_\_  
**Clerk  
Board of Trustees  
Tracy Unified School District**





# 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 8<sup>th</sup>, 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.

**FUNDING:** While there are no specific costs associated with this unification, Tracy Unified School District will experience a reduction in revenues and costs associated with serving high school aged students from the Banta attendance area. Perhaps the largest impact of this decision is that Tracy Unified School District will no longer be obligated to construct and operate a high school in the Banta area, as is currently required by existing mitigation agreements.

**RECOMMENDATIONS:** 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.

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



# 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.



# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Brian Stephens, Superintendent  
**FROM:** Dr. Sheila Harrison, Associate Superintendent of Educational Services  
**DATE:** September 11, 2019  
**SUBJECT:** **Adopt Resolution #19-08: A Declaration That There Are Sufficient Textbooks and Instructional Materials for the Students of Tracy Unified School District**

**BACKGROUND:** California Education Code 60119 and 5 CCR 9531 requires that the governing board annually makes a determination through a resolution that each pupil in each school in the District has sufficient textbooks or instructional materials, including materials in a digital format under specified conditions, in each subject that are consistent with the content and cycles of the curriculum framework adopted by the State Board.

**RATIONALE:** The resolution is a requirement of the state audit guide and the terms of the Williams Settlement. This item 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 careers.

**FUNDING:** No cost to the District.

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

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



**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 (K-8), adopted 2017 (implemented 2017 in K-5 and 2018 in 6-8)

Grade Level/Course	Adopted Materials	Publisher	Copyright
K-5	<i>Wonders</i>	McGraw Hill	2017
6-8	<i>StudySync</i>	McGraw Hill	2017
K-5 Bilingual	<i>Maravillas</i>	McGraw Hill	2017

- MATHEMATICS (K-8), adopted 2014 and 2015:

Grade Level/Course	Adopted Materials	Publisher	Copyright
K-5	<i>My Math</i>	McGraw-Hill	2014
K-5 Bilingual	<i>Mis Matemáticas</i>	McGraw-Hill	2014
6-8	<i>Digits</i>	Pearson	2015
Algebra Readiness, Special Education Math	<i>Bridge to Algebra</i>	Carnegie Learning	2014
Algebra 1, Special Education Algebra	<i>Algebra 1</i>	Houghton Mifflin Harcourt	2015
Geometry, Special Education Geometry	<i>Geometry</i>	Houghton Mifflin Harcourt	2015
Algebra 2	<i>Algebra 2</i>	Houghton Mifflin Harcourt	2015

- SCIENCE (K-8), adopted 2008:

Grade Level/Course	Adopted Materials	Publisher	Copyright
K-5	<i>Science, CA Edition</i>	Houghton Mifflin	2007
6-8	<i>Focus on Earth Science, CA Edition – 6<sup>th</sup></i> <i>Focus on Life Science, CA Edition – 7<sup>th</sup></i> <i>Focus on Physical Science, CA Edition – 8<sup>th</sup></i>	Pearson/Prentice Hall	2008

- HISTORY-SOCIAL SCIENCE (K-5), adopted 2007 and (6-8) adopted 2019:

Grade Level/Course	Adopted Materials	Publisher	Copyright
K-5	<i>Scott Foresman History -Social Science for CA</i>	Scott Foresman	2007
K-5 Bilingual	<i>Historia – Ciencias Sociales Para California</i>	Scott Foresman	2007
6-8	<i>World History: Ancient Civilizations-6<sup>th</sup></i> <i>World History: Medieval and Modern Times-7<sup>th</sup></i> <i>American Stories-8<sup>th</sup></i>	National Geographic Learning / Cengage	2019

- 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 &amp; 2</i>	Houghton Mifflin Harcourt	2015
Geometry, Geometry ELL, Geometry MHSA, Geometry PreAP	<i>HMH Geometry Volume 1 &amp; 2</i>	Houghton Mifflin Harcourt	2015
Adv Algebra 2, Algebra 2, Alg 2 PreAP	<i>HMH Algebra 2 Volume 1 &amp; 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

- SCIENCE (High School), adopted 2007 and 2012:

Grade Level/Course	Adopted Materials	Publisher	Copyright
AP Biology	<i>Biology</i> , 9th ed	Pearson Benjamin Cummings	2011
Biology IB HL1, Biology IB HL2	<i>Biology</i> , 7 <sup>th</sup> ed	Prentice Hall	2005
ENH Bio, ENH Bio Acad, Principles Of Engineering II	<i>Essential Biology w/Physiology</i> , 2nd ed	Prentice Hall	2007
Biology, Biology Ag, Biology ELL, Mod Bio	<i>Biology</i>	Prentice Hall	2008
Biology ELL (THS only)	<i>Biología</i>		
AP Chemistry	<i>Chemistry: The Central Science</i> , 10th ed	Prentice Hall	2006
Chemistry, Chem Acad, Chemistry Ag, Chemistry ELL, Mod Integ Sci, Mod Physical	<i>Chemistry</i>	Prentice Hall	2008
Con Physics, Con Physics ELL, Physics, Physics Acad, Physics Ag, Prin of Engineering 1	<i>Conceptual Physics</i>	Prentice Hall	2006
Ag Earth Science, Astronomy, Earth Sci, Earth Sci ELL, Mod Earth Sci	<i>Earth Science</i>	Holt	2006
AP Environmental Science	<i>Environmental Science for AP</i>	W.H. Freeman & Co.	2012
Human Physiology Human Physiology ELL	<i>Essentials of Human Anatomy and Physiology</i> , 8 <sup>th</sup> ed	Prentice Hall	2006
ENH Chem, ENH Chem Acad	<i>Modern Chemistry</i>	Holt	2006
AP Physics 1	<i>College Physics</i> , 7 <sup>th</sup> ed	Pearson Addison-Wesley	2010
AP Physics C	<i>Fundamentals of Physics</i> , 8th ed	People's Publishing/Wiley	2007
Physics IB SL	<i>Physics for the IB Diploma</i> , 5th ed	Cambridge University Press	2007
Lab Research BioTech 1-3, BioTechnology 1-3	<i>Biotechnology: Science for the New Millennium</i> , 1 <sup>st</sup> ed	EMC Paradigm Publishing	2007
Environmental Systems IB	<i>Environmental Science: Toward a Sustainable Future</i> , 10th ed	Prentice Hall	2007



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

Course / Grade Level	Adopted Materials	Publisher	Copyright
<b>Grade 12</b>			
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, 10th ed.</i>	McDougal Littell/Houghton	2006
	<i>American Government Readings</i>	Pearson	2006
<b>Grade 11</b>			
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, 15<sup>th</sup> ed.</i>	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
<b>Grade 10</b>			
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, 5<sup>th</sup> AP edition</i>	Pearson Education	2007

- MODERN LANGUAGE, adopted 2012:

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

- ENGLISH LANGUAGE DEVELOPMENT MATERIALS, adopted 2007:

Grade Level	Adopted Materials	Publisher	Copyright
6-8	<i>StudySync</i>	McGraw Hill	2017
9-12			
Beginning ELD			
Intermediate ELD			
Early Advanced ELD	<i>StudySync</i>	McGraw Hill	2017
Advanced ELD			
English I, II, III, IV			

**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 24<sup>th</sup> day of September, 2019 at a meeting, by the following vote:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

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President  
Board of Trustees  
Tracy Unified School District

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Clerk  
Board of Trustees  
Tracy Unified School District



# HUMAN RESOURCES MEMORANDUM

**TO:** Dr. Brian Stephens, Superintendent  
**FROM:** Tammy Jalique, Associate Superintendent for Human Resources  
**DATE:** September 10, 2019  
**SUBJECT:** **Approve Declaration for a Provisional Internship Permit**

**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. This agenda item meets District 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 Declaration for a Provisional Internship Permit.

**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.

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: \_\_\_\_\_



# HUMAN RESOURCES MEMORANDUM

**TO:** Dr. Brian Stephens, Superintendent  
**FROM:** Tammy Jalique, Associate Superintendent for Human Resources  
**DATE:** September 9, 2019  
**SUBJECT:** **Approve Intern Agreement With Chico State 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/administrative positions within the district. A contract with Chico State University will expand options for meeting staffing needs. This agreement will be effective August 15, 2019 and ending August 14, 2022.

**RATIONALE:** By adding the Chico State Intern program, the District will expand its pool of applicants. 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:** There is no cost to the District.

**RECOMMENDATION:** Approve Intern Agreement With Chico State University.

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



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.

- a. A minimum of two hours of support/mentoring and supervision must be provided to an intern teacher every five instructional days.
3. Provide an additional 45 hours per year (23 hours per semester) of support/mentoring and supervision specific to meeting the needs of English Learners is required for a Paid Intern who enters the program without a valid English learner authorization listed on a previously issued Multiple Subject, Single Subject, or Education Specialist Teaching Credential or a valid English Learner Authorization or Cross-Cultural, Language and Academic Development (CLAD) Certificate. The additional hours of support can be provided by the credential program and/or the district employed Local Support Teacher. The individual(s) providing this support must hold a valid California Teaching Credential with a valid English Learner Authorization or Cross-Cultural Language and Academic Development (CLAD) Certificate.
  - a. A minimum of one hour of support/mentoring and supervision specific to English Learners must be provided to the Paid Intern every five instructional days.
  - b. More information regarding the types of activities that count towards these support hours may be found at <http://www.csuchico.edu/soe/documents/Intern%20Checklist.pdf>.
4. As per California Education Code section 44462, the site must meet the minimum salary specifications for an intern and may reduce the intern's salary by up to one-eighth to offset intern support.

#### IV. DISTRICT AND/OR SCHOOL ADMINISTRATOR RESPONSIBILITIES:

- A. District will submit to University's School of Education a *School District Letter of Intent to Hire* (Exhibit A). Visit University School of Education's website <http://www.csuchico.edu/soe/> for more information.
- B. District will provide each Paid Intern with a certified, experienced district-employed Local Support Teacher who will work collaboratively with the University Supervisor to support the Paid Intern in achieving competency in the teaching performance expectations prior to the Paid Intern's first day as a teacher of record. District will provide documentation to the University of appropriate credentialing of district-employed Local Support Teacher as needed. The Local Support Teacher must:
  1. hold valid clear or life California teaching credential and valid English Learner Authorization that authorizes them for the subject and services they are providing (credential subject area must align with the subject area being pursued by the intern; teachers with preliminary credentials are ineligible),
  2. have a minimum of three years of successful K-12 teaching experience,
  3. be recognized and recommended by the site administrator as an qualified and effective teacher,
  4. be an effective communicator and collaborator with other professional teachers, and
  5. commit to creating a diverse, democratic, and socially responsible society in which every student is valued.



- 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](http://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.

## V. UNIVERSITY DUTIES

- A. University will work collaboratively with the District's Human Resource Department, School Site Administration, and staff in the assignment of the Paid Intern placement.
- B. Where required, University will guarantee that Paid Interns have met California Commission for Teacher Credentialing (CTC) requirements for an Intern Credential (Certificate of Clearance, Basic Skills subject matter competence, U.S. Constitution) and University requirements (satisfactory completion of course work that meets the CTC pre-service requirement, a copy of the district offer of employment) prior to recommending the candidate for an Intern Credential.
- C. University will provide a description of the courses to be completed within two years by the Paid Intern, a plan for the completion of the pre-service or other clinical training including student teaching, and guidance regarding the completion of other requirements necessary for the preliminary credential, if applicable;
- D. University will assign a University Supervisor who will observe the Paid Intern's on-site teaching at least four times during the semester(s), submit written observations, review lesson plans, and write a final evaluation.
- E. Provide support and supervision assistance with 72 hours of support/mentoring, and, if necessary, 23 hours of additional English Learner training (required if intern does not already hold an English Learner Authorization) each academic term.
- F. University Supervisor will confer regularly with District and site administration and district-employed Local Support Teacher through meetings, telephone calls, and/or e-mail.
- G. University will immediately notify appropriate District and site administration if University administration has knowledge of, or suspects any professional or ethical violations by a Paid Intern. District will cooperate with University in any investigation concerning the reported violation.
- H. University will guarantee that the Paid Intern and the University Supervisor have appropriate finger printing and background check clearance.
- I. University will instruct Paid Interns in *California Department of Education Child Abuse Identification & Reporting Guidelines*.
- J. For each Paid Intern District employs, University will invoice District in December, for the fall semester, and May, for the spring semester. District will pay university within 30 days of receipt of invoice.

## VI. DISTRICT DISCRETION

- A. It is at the sole discretion of the District to hire a University candidate for a Paid Intern position and to terminate the assignment in accordance with District policies and procedures. The District will notify the University of any review that could result in termination. The University will notify the CTC to withdraw the intern credential of a Paid Intern who is terminated by the District.

## VII. LIABILITY INSURANCE & WORKERS' COMPENSATION

- A. The University shall take out and maintain a "claims-made" policy of general liability and professional liability insurance (including personal injury with limits not less than \$1 million per loss and damage to property of others up to \$5,000 per incident), with extended reporting period of three (3) years, covering Paid Interns, and naming District as an additional named insured under

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

liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of District, its officials, agents, or employees.

## IX. ADDITIONAL PROVISIONS

- A. Nothing contained in this Agreement shall be deemed or construed to create a joint venture, partnership, principal-agent or employment relationship between the parties and neither party shall have the authority to bind the other party for any purpose.
- B. This Agreement and the rights and obligations of the parties shall be governed and construed by the laws of the State of California. Any lawsuit concerning or arising out of this Agreement shall venue in the county where the District is located.
- C. This Agreement supersedes all prior and contemporaneous agreements and understandings between the parties, both oral and written, with respect to its subject matter and constitutes the complete agreement and understanding between the parties, unless modified in a writing executed by both parties.
- D. In the event of a dispute between the parties arising from this Agreement, the parties agree to mediate the dispute before initiating litigation. The Parties agree that with regard to any dispute or claim related to this Agreement, prior to the initiation of a lawsuit or other legal action, they shall and must, in good faith, submit the claim or dispute to mediation with any mutually agreeable neutral. The costs of the neutral will be split equally between the Parties. The prevailing party shall be entitled to recovery from the losing party the prevailing party's reasonable expenses (attorney fees and costs) incurred in the lawsuit or legal action as allowed by law.
- E. If any provision of this Agreement is determined to be invalid or unenforceable, that provision shall be amended to achieve as nearly as possible the same effect as the original provision, and the remainder of this Agreement shall remain in full force and effect.
- F. No delay or failure by either party to act in the event of a breach or default hereunder shall be construed as a waiver of that or any succeeding breach or a waiver of the provision itself.
- G. This Agreement may be executed in any number of counterparts, each of which shall be an original as against any party whose signature appears and all of which together shall constitute one agreement.

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 <sup>st</sup> 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 \_\_\_\_\_