

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

**DATE: TUESDAY, OCTOBER 23, 2018**

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

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

**A G E N D A**

- |           |   |                |
|-----------|---|----------------|
| <b>1.</b> | <b>Call to Order</b>  | <b>Pg. No.</b> |
| <b>2.</b> | <b>Roll Call – Establish Quorum</b><br>Board: D. Arriola, J. Costa, W. Gouveia, T. Guzman, B. Pekari, G. Silva, J. Vaughn<br>Staff: B. Stephens, C. Goodall, S. Harrison, T. Jalique, B. Etcheverry   |                |
| <b>3.</b> | <b>Closed Session:</b> Opportunity to Address the Board Regarding Closed Session Items which follow. Closed session is limited to consideration of items specifically authorized under the Government Code and/or the Education Codes.<br><b>3.1 Administrative &amp; Business Services:</b> None.<br><br><b>3.2 Educational Services:</b><br><b>3.2.1</b> Finding of Fact – #18-19/#11, #18-19/#12, #18-19/#13<br><b>Action:</b> Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain___<br><b>3.2.2</b> Early Graduation: WHS 10335527; WHS 10346720; WHS 10347396<br><b>Action:</b> Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain___<br><br><b>3.3 Human Resources:</b><br><b>3.3.1</b> Consider Public Employee/Employment/Discipline/Dismissal/Release<br><b>Action:</b> Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain___<br><b>3.3.2</b> Conference with Labor Negotiator<br>Agency Negotiator: Tammy Jalique<br>Associate Superintendent of Human Resources<br>Employee Organization: CSEA, TEA |                |
| <b>4.</b> | <b>Adjourn to Open Session</b>  |                |
| <b>5.</b> | <b>Call to Order and Pledge of Allegiance</b>   |                |
| <b>6.</b> | <b>Closed Session Issues:</b><br><b>6a</b> Finding of Fact – #18-19/#11, #18-19/#12, #18-19/#13   |                |

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

**6b** Report Out of Action Taken on Early Graduation: WHS 10335527; WHS 10346720; WHS 10347396

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

**7. Approve Regular Minutes of October 9, 2018.**

**1-4**

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

**8. Student Representative Reports: Kimball High:** Gabriel Coronado; **West High:** Briana Mendez, Alexis Villela; **Tracy High:** Alyssa Barba.

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

**9.1** Monte Vista Middle School Presentation

**10. Information & Discussion Items:** An opportunity to present information or reports concerning items that maybe considered by Trustees at a future meeting. None.

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

**10.2 Educational Services:**

**10.2.1** Presentation by North School DARE Students

**10.2.2** Kimball High's HOSA Presentation

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

**12. PUBLIC HEARING:**

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

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

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

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

**13.1 Administrative & Business Services:**

**13.1.1** Ratify Routine Agreements, Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda **5-6**

**13.1.2** Accept the Generous Donations From the Various Individuals, Businesses, and School Site Parent Teacher Associations Listed Herein With Thanks and Appreciation From the Staff and Students of the Tracy Unified School District **7-8**

**13.1.3** Approve Accounts Payable Warrants (September, 2018) **9**  
(Separate Cover Item)

- 13.1.4 Approve Payroll Reports (September, 2018) 10-14
- 13.1.5 Approve Revolving Cash Fund Reports (September, 2018) 15-18
- 13.1.6 Approve Entertainment, Assembly, Service, Business and Food Vendors 19-29
- 13.1.7 Ratify Measure B Related Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda 30-31

## 13.2 Educational Services:

- 13.2.1 Approve Agreement for Special Contract Services with Houghton Mifflin Harcourt's International Center for Leadership in Education to Provide Professional Learning for 6-12 English Language Arts Rigorous Curriculum Design Team Teachers 32-46
- 13.2.2 Approve Out of State Travel for Educational Services Staff to Present At and Attend the International Center for Educational Leadership (ICLE) Leadership Academy 2018 in Atlanta, GA November 1- 4, 2018 47-48
- 13.2.3 Approve Rachel's Challenge assemblies including materials to support the friends of Rachel (FOR) Club for George Kelly Elementary School 49-52
- 13.2.4 Approve Agreement for Special Contract Services for Tim Brown (Solution Tree) to Present to Kelly Elementary School Certificated Staff at the January 25, 2019 District Staff Development Buy-back Day 53-56
- 13.2.5 Approve Overnight Travel for Mrs. Jennifer Grover, Tracy High School Choir Teacher, Audrey Boyd, Jacob Grover, Justin Maas-Espinoza and Kyle Vergara to Attend the CAL ACDA Regional Honor Choir in Clovis, CA on November 15-17, 2018 57
- 13.2.6 Approve Out of State Travel for One Art Freiler School Assistant Principal and Five Art Freiler Teachers to Attend Kagan Cooperative Learning in Las Vegas, NV on February 15-18, 2019 58
- 13.2.7 Approve Agreement for Special Contract Services with Houghton Mifflin Harcourt for Data Insight Services for the 2018-2019 School Year 59-68

## 13.3 Human Resources:

- 13.3.1 Accept Resignations/Retirements/Leave of Absence for Classified, Certificated, and/or Management Employment 69
- 13.3.2 Approve Classified, Certificated, and/or Management Employment 70-73
- 13.3.3 Adopt the District's Initial Bargaining Proposal for the Tracy Educators Association (TEA) for the 2019-2020 School Year and submit it for Negotiations 74-75

**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:** None.

## 14.2 Educational Services:

- 14.2.1 Adopt Revisions to Board Policies and Acknowledge Administrative Regulation (First Reading) 76-97



- Action:** Motion\_\_\_; Second\_\_\_. Vote: Yes\_\_\_; No\_\_\_; Absent\_\_\_; Abstain\_\_\_
- 14.2.2** Adopt Board Policy (BP) 5117 Interdistrict Attendance (Second Reading) **98-101**
- Action:** Motion\_\_\_; Second\_\_\_. Vote: Yes\_\_\_; No\_\_\_; Absent\_\_\_; Abstain\_\_\_
- 14.2.3** Acknowledge Administrative Regulation (AR) 5117 Interdistrict Attendance (Second Reading) **102-108**
- Action:** Motion\_\_\_; Second\_\_\_. Vote: Yes\_\_\_; No\_\_\_; Absent\_\_\_; Abstain\_\_\_
- 14.2.4** Approve Revised TUSD Master Plan for Services to English Learners – First Reading (Separate Cover Item) **109-110**
- Action:** Motion\_\_\_; Second\_\_\_. Vote: Yes\_\_\_; No\_\_\_; Absent\_\_\_; Abstain\_\_\_
- 14.3 Human Resources:**
- 14.3.1** Approve Variable Term Waivers for Special Education Teachers – Added Authorization in Special Education (AASE); Orthopedic Impairment **111-112**
- Action:** Motion\_\_\_; Second\_\_\_. Vote: Yes\_\_\_; No\_\_\_; Absent\_\_\_; Abstain\_\_\_
- 14.3.2** Approve Agreement with Stanislaus County Office of Education for Administrators working to Obtain their Clear Administrative Credential **113-115**
- 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** November 13, 2018
- 17.2** December 11, 2018
- 17.3** January 8, 2019
- 17.4** January 22, 2019
- 18. Upcoming Events:**
- |   |                               |
|---|-------------------------------|
| <b>18.1</b> November 12, 2018           | Veteran’s Day, No School      |
| <b>18.2</b> November 19-23, 2018        | Thanksgiving Break, No School |
| <b>18.3</b> December 21-January 4, 2019 | Winter Break, No School       |
| <b>18.4</b> January 21, 2019            | MLK Day, No School            |
| <b>18.5</b> January 25, 2019            | Staff Buy Back Day, No School |

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, October 9, 2018**

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

**Roll Call:** 4. Board: D. Arriola, W. Gouveia, T. Guzman, G. Silva, J. Vaughn  
Absent: Jill Costa  
Staff: B. Stephens, S. Harrison, T. Jalique, C. Goodall, B. Etcheverry  
(There is currently one vacancy on the board)

**7:01 PM** 5. President Silva called the Tracy Unified School District Board of Education to order and led those present in the Pledge of Allegiance.

**Closed Session:** 6a Action on Findings of Fact 18-19/#08, #18-19/#09, #18-19/#10  
**Action:** Vaughn, Guzman. **Vote:** Yes-5; No-0; Absent-1(Costa)

**Minutes:** 7. **Approve Regular Minutes of September 25, 2018**  
**Action:** Arriola, Gouveia. **Vote:** Yes-5; No-0; Absent-1

**Employees Present:** J. Nott, M. Petty, K. Reiman, K. Smith, B. Carter, K. Patchen, D. Sprecksel, E. Quintana, J. Vega, S. Lee, G. Rawson, V. Headley, C. Johnston, J. O'Hara, C. Munger, D. Schneider, S. Holloway, M. Masuda, A. Easley, L. Nunes, J. Torres

**Press:** D. Rizzo, Tracy Press

**Visitors Present:** S. Voress, B. Pekari, S. Dip, L. Cardenas, T. Smith, I. Schaffer, J. Nguyen, I. Shir, M. Shir, F. Ruffin, J. Woldegabriel, T. Smith, J. Navarro

**Student Rep Reports:** None.

**Recognition & Presentations:** 9.1 Bohn Elementary School Presentation  
Principal, Kelly Patchen, and Assistant Principal, Jose Vega presented a power point reviewing their focus on PLC's. Professional Learning Communities is a process they are using to raise student achievement and to meet needs of all students. They reviewed the steps of RCD units of study. They are making data driven decisions. They also reviewed questions asked about student learning and how they are addressing them.

9.2 Jacobson Elementary School Presentation  
Principal, Mary Petty, and Assistant Principal, Derek Sprecksel, presented a power point which included videos on classrooms where students were working on computers. The 2<sup>nd</sup> graders were learning coding with teacher, Ms. Shiroma-Lee.

The first skill is to figure out debugging. Students explained their first lesson about coding using marshmallows and toothpicks. They also showed a video of Kindergarten using reading technology. The 3<sup>rd</sup> graders were working on Connect Ed. The 5<sup>th</sup> grade teacher, Ms. Masuda, spoke about students' oral presentations based on their power points. Students spoke about learning about power points, speaking clear and having a good posture. They believe power points are fun and can be creative. Another student spoke about his power point which had his favorites: soccer, dessert, and martial arts. Jasmine spoke about her power point which included Starbucks, her birthday on Thanksgiving and liking chocolate. A video of computer lab showed where students learn how to code. Support staff also uses technology with students. New this year is a contract with Presence Learning where they provide tele therapy services. They thanked private donors that helped keep the Boys & Girls Club active. They also thanked the board, administration and staff for all of the support they have received from the district.

**Information &  
Discussion Items:**

- 10.1 Administrative & Business Services:** None.
- 10.2 Educational Services:**
- 10.2.1** Receive Report on 2018 California Assessment of Student Performance and Progress (CAASPP)  
Director of Assessment and Accountability, Tania Salinas, and Associate Superintendent of Educational Services, Dr. Sheila Harrison, reviewed a power point which showed the scores of ELA and Math. This is a summative test given at the end of the year. It is just one piece of assessment data on student progress. There are many other measures of learning to also consider. Overall, TUSD has increased slightly each year in ELA and Math and has performed above county and slightly below state. They also reviewed subgroups for ELA and Math. The next steps are to continue to analyze other data, revise school plans, SBAC interim assessments and the digital library. Teachers are working hard for students. To support student achievement for their success there is the RRR instruction, PLC collaboration and RCD/CFA (common formative assessments). The district is working with the International Center for Leadership for Education; provides management team trainings, professional development and the leadership academy.

**Hearing of  
Delegations**

- 11.** None.

**Public Hearing:**

- 12.1 Administrative & Business Services:** None.

**Consent Items:**

- Board approval of any agenda item requiring insurance is conditioned upon acceptance of appropriate insurance accepted by Tracy Unified.**  
**Action:** Vaughn, Gouveia. **Vote:** Yes-5; No-0; Absent-1(Costa)
- 13.1 Administrative & Business Services:**
- 13.1.1** Ratify Routine Agreements, Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda
- 13.1.2** Accept and Review the Status of School Connected Organization/Booster Club Applications Submitted for the 2018/19

## School Year

### **13.2 Educational Services:**

- 13.2.1** Approve Agreement for Special Contract Services with Gallo Center for the Arts to Provide an Anti-Bullying Assembly at McKinley Elementary School during the 2018-2019 School Year
- 13.2.2** Approve Overnight Travel for Tracy High School Varsity Girls' Basketball Team to Participate in the Wine Valley Tournament in Napa, CA on December 13-15, 2018
- 13.2.3** Ratify Agreement for High School Dual Enrollment Opportunities between San Joaquin Delta College and the Tracy Unified School District for 2018-2020
- 13.2.4** Ratify Agreement for Special Contract Services with Point Break to Provide Services at Tracy High School for the 2018-2019 School Year
- 13.2.5** Approve Funding for the WestEd K-8 Next Generation Science Standards Early Implementation Initiative Grant for the 2018-2020 School Years (Separate Cover Item)
- 13.2.6** Ratify Independent Services Agreement with NOVA Health Therapies, Inc. for Speech and Language Services

### **13.3 Human Resources:**

- 13.3.1** Accept the Resignations/Retirements/Leaves of Absence for Certificated, Classified and/or Management Employees
- 13.3.2** Approve Classified, Certificated and/or Management Employment
- 13.3.3** Approve the Hire of AVID College Tutors for the 2018-2019 School Year
- 13.3.4** Receive the District's Initial Bargaining Proposal for the Tracy Educators Association (TEA) for the 2019-2020 School Year and submit it for Negotiations, Pending Public Input

## **Action Items:**

### **14.1 Administrative & Business Services:**

- 14.1.1** Approve Schematic Design Plan for North Elementary School and Approve Moving Forward with Design Development and Construction Documents (Presentation)  
Architect, Kevin Arwood, showed a power point with the plans for the North School modernization project that were approved in 2011 but have since expired. He then showed the existing campus and new site plan. After board approval, they will start the construction documents, ask for DSA approval and start the bidding process. They plan on starting construction start in November of 2019 and hope to have it occupied by July of 2021. The total project costs would be \$37,000,000. Director of Planning and Facilities, Bonny Carter, reviewed the financing sources to fund this project.

**Action:** Vaughn, Arriola. **Vote:** Yes-5; No-0; Absent-1(Costa)

## **Board Reports:**

Trustee Vaughn thanked Bohn and Jacobson Schools for their excellent presentations. It's nice to see what students are learning and their access to technology. Ms. Salinas and Dr. Harrison, did a nice job on the test score report and it's good to see scores are going up. North School is getting modernized and

he is happy that Rainforth Grau will be working on this. They have worked with our district projects for several years and always have done great work. Trustee Gouveia commented that it was nice to see all that has been accomplished and thanked everyone for their hard work. Trustee Guzman thought the reports were great by Bohn and Jacobson. Learning coding and how to create a power point is great. He attended the TLC board meeting and they are getting excited about getting their school back together. They are working on their renewals for Primary and Discovery. He commended the board for approving the North School project. He attended North School. He thanked everyone for their hard work. Trustee Arriola commended Jacobson. It is nice when students help present. He reported that the next meeting will be a special meeting for the appointment to fill the board vacancy and commended those that have applied. Trustee Silva thanked everyone for all of the presentations. They were well done. He's been a part of the facilities committee for several years and it is nice to see these things come to fruition. He thanked the taxpayers of Tracy who passed 3 bond measures to make all of this happen. This board and their predecessors demonstrated a good business practices along with Bonny Carter and Dr. Casey Goodall that makes this all happen. He thanked everyone for approving Delta College and the West Ed Grant. TUSD was 1 of 18 districts to receive the grant. He attended a meeting of the Tracy United to Make a Difference last week. They are partnering with the city public works and sponsoring make a difference day at Legacy Fields starting at 8:30. They have 150 trees to plant and are looking for volunteers to help. The city has a certified arborist and have plans on how this will all work. On the 27<sup>th</sup> he attended the West High Homecoming game. He works the chains. It was a great game and West won over Tokay.

**Superintendent  
Report:**

Dr. Stephens reported that we will have a special meeting on Wednesday, October 17<sup>th</sup> at 6:00 p.m. in the board room. Also, he reminded people to save the date of January 21<sup>st</sup> for the annual MLK breakfast. It will be moved to Tracy High School this time. He thanked Ms. Salinas and Dr. Harrison for the report on test scores. We are making progress. There are places to improve. He heard we that we were 1 of 18 districts in the U.S. to receive the science grant to focus on STEM. We are very excited. This Saturday from 9-11:00 is Central School celebration of 80 years in that building and they will have an open house.

**Adjourn:8:23 pm**

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
Date





# BUSINESS SERVICES MEMORANDUM

**TO:** Dr. Brian Stephens, Superintendent  
**FROM:** Dr. Casey Goodall, Associate Superintendent for Business Services  
**DATE:** October 12, 2018  
**SUBJECT:** **Ratify Routine Agreements, Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda**

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

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

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

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

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

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

**BUSINESS SERVICES  
FACILITIES DEVELOPMENT DEPARTMENT  
OCTOBER 23, 2018  
SUMMARY OF SERVICES**

---

A. Vendor: Sherman Garnett & Associates  
Site: Tracy Unified School District  
Item: Agreement for Consultant Services  
Services: Will provide professional training to all school site Secretaries concerning the management of student records and student discipline.  
Cost: \$3,200.00  
Project Funding: Unrestricted General Fund

---

B. Vendor: San Joaquin County School District  
Site: Monte Vista Middle School, Tracy High School, Williams Middle School, West High School  
Item: Memorandum of Understanding  
Services: Four Tracy Unified sites are being added to the San Joaquin County School District Crisis Response and Mutual Aid MOU. The sites listed above will be utilized as a centralized emergency response meeting location in the event of a large scale disaster.  
Cost: No Cost to the District  
Project Funding: N/A

---

C. Vendor: Terraphase Engineering, Inc.  
Site: Kimball High School  
Item: Proposal-Ratify  
Services: Consultant will provide advisory support services for California Environmental Quality Act (CEQA) compliance associated with investigation into providing pedestrian access to Kimball High School from the adjacent residential neighborhood.  
Cost: \$2,500 (Estimate)  
Project Funding: Unrestricted General Fund

---



# BUSINESS SERVICES MEMORANDUM

**TO:** Dr. Brian Stephens, Superintendent  
**FROM:** Dr. Casey Goodall, Associate Superintendent for Business Services  
**DATE:** October 8, 2018  
**SUBJECT:** **Accept the Generous Donations From the Various Individuals, Businesses, and School Site Parent Teacher Associations Listed Herein With Thanks and Appreciation From the Staff and Students of the Tracy Unified School District**

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

Central Elementary School:

1. Tracy Unified School District/Central Elementary School: From First Book, 1,116 books, valued at \$7,272.00. These books will be distributed among the students at Central School.

Freiler Elementary School:

1. Tracy Unified School District/Freiler Elementary School: From Freiler School's 2<sup>nd</sup> grade parents, \$782.00 that will be used for the purchase of a printer.

Kimball High School:

1. Tracy Unified School District/Kimball High School: From the Kimball High Athletic Booster Club for the amount of \$2,960.41 (ck. #5831). This donation was generated using the Snap Raise platform and it will benefit Kimball's softball teams.

Tracy High School:

1. Tracy Unified School District/Tracy High School: From Amanjit S. Sandhu for the amount of \$1,000.00 (ck. #272). This donation will benefit Tracy High School's Mock Trial Club.
2. Tracy Unified School District/Tracy High School: From We Pay for the amount of \$8,077.76 (ck. #0027842342). This donation was generated using the Snap Raise platform. It will benefit Tracy High School's Volleyball teams.

**RATIONALE:** Acceptance is recommended in order to meet the District's strategic goals and to enhance and benefit the educational experiences of the students of the Tracy Unified

School District. This agenda item meets Strategic Goal #2 – Create a quality and effective learning environment for all students.

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

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

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



# BUSINESS SERVICES MEMORANDUM

---

**TO:** Dr. Brian Stephens, Superintendent  
**FROM:** Dr. Casey Goodall, Assoc. Superintendent of Business Services  
**DATE:** October 4, 2018  
**SUBJECT:** **Approve Accounts Payable Warrants (September, 2018)**

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

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

**FUNDING:** N/A.

**RECOMMENDATION:** Approve Accounts Payable Warrants (September, 2018).

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





# BUSINESS SERVICES MEMORANDUM

---

**TO:** Dr. Brian Stephens, Superintendent  
**FROM:** Dr. Casey Goodall, Associate Superintendent for Business Services  
**DATE:** October 4, 2018  
**SUBJECT:** **Approve Payroll Reports (September, 2018)**

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

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

**FUNDING:** N/A

**RECOMMENDATION:** Approve Payroll Reports (September, 2018).

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

Pay30

Payroll Fund/Object Recap for County  
Interface

Pay Date 09/10/2018

Fund 01

## LABOR DISTRIBUTION FOR EMPLOYEES SUMMARY

| Fund | 01 | SACS Object                | Amount            |                               |
|------|----|----------------------------|-------------------|-------------------------------|
|      |    | 1100                       | 351,649.95        | Teachers' Salaries            |
|      |    | 1200                       | 242.38            | Cert Pupil Support Salaries   |
|      |    | 1300                       | 6,000.00          |                               |
|      |    | 1900                       | 7,165.68          | Other Certificated Salaries   |
|      |    | 2100                       | 21,383.14         | Instructional Aides' Salaries |
|      |    | 2200                       | 96,209.62         | Classified Support Salaries   |
|      |    | 2400                       | 28,028.32         | Clerical & Office Salaries    |
|      |    | 2900                       | 4,996.59          | Other Classified Salaries     |
|      |    | <b>Total Labor</b>         | <b>515,675.68</b> |                               |
| Fund | 01 | SACS Object                | Amount            |                               |
|      |    | 3101                       | 50,347.82         | STRS On 1000 Salaries         |
|      |    | 3201                       | 820.95            | PERS On 1000 Salaries         |
|      |    | 3202                       | 7,348.97          | PERS On 2000 Salaries         |
|      |    | 3301                       | 6,293.25          |                               |
|      |    | 3302                       | 9,965.58          |                               |
|      |    | 3501                       | 181.82            | State Unemploy On 1000 Salary |
|      |    | 3502                       | 75.39             | State Unemploy On 2000 Salary |
|      |    | 3601                       | 6,909.17          | Worker'S Comp Ins On 1000 Sal |
|      |    | 3602                       | 2,850.95          | Worker'S Comp Ins On 2000 Sal |
|      |    | <b>Total Contributions</b> | <b>84,793.90</b>  |                               |
| Fund | 11 | SACS Object                | Amount            |                               |
|      |    | 1100                       | 2,670.64          | Teachers' Salaries            |
|      |    | 1200                       | 1,652.62          | Cert Pupil Support Salaries   |
|      |    | 2100                       | 1,287.07          | Instructional Aides' Salaries |
|      |    | 2400                       | 1,895.05          | Clerical & Office Salaries    |
|      |    | <b>Total Labor</b>         | <b>7,505.38</b>   |                               |
| Fund | 11 | SACS Object                | Amount            |                               |
|      |    | 3101                       | 324.84            | STRS On 1000 Salaries         |
|      |    | 3202                       | 232.83            | PERS On 2000 Salaries         |
|      |    | 3301                       | 42.25             |                               |
|      |    | 3302                       | 239.91            |                               |
|      |    | 3501                       | 2.17              | State Unemploy On 1000 Salary |
|      |    | 3502                       | 1.60              | State Unemploy On 2000 Salary |
|      |    | 3601                       | 81.82             | Worker'S Comp Ins On 1000 Sal |
|      |    | 3602                       | 60.23             | Worker'S Comp Ins On 2000 Sal |
|      |    | <b>Total Contributions</b> | <b>985.65</b>     |                               |
| Fund | 12 | SACS Object                | Amount            |                               |
|      |    | 2100                       | 1,666.20          | Instructional Aides' Salaries |
|      |    | <b>Total Labor</b>         | <b>1,666.20</b>   |                               |
| Fund | 12 | SACS Object                | Amount            |                               |
|      |    | 3102                       | 95.54             | STRS On 2000 Salaries         |
|      |    | 3202                       | 138.85            | PERS On 2000 Salaries         |
|      |    | 3302                       | 86.81             |                               |
|      |    | 3502                       | 0.82              | State Unemploy On 2000 Salary |
|      |    | 3602                       | 31.53             | Worker'S Comp Ins On 2000 Sal |
|      |    | <b>Total Contributions</b> | <b>353.55</b>     |                               |

|         |                            |                  |                               |
|---------|----------------------------|------------------|-------------------------------|
| Fund 13 | <b>SACS Object</b>         | <b>Amount</b>    |                               |
|         | 2200                       | 17,875.77        | Classified Support Salaries   |
|         | <b>Total Labor</b>         | <b>17,875.77</b> |                               |
| Fund 13 | <b>SACS Object</b>         | <b>Amount</b>    |                               |
|         | 3202                       | 1,286.64         | PERS On 2000 Salaries         |
|         | 3302                       | 1,086.89         |                               |
|         | 3502                       | 8.93             | State Unemploy On 2000 Salary |
|         | 3602                       | 338.37           | Worker'S Comp Ins On 2000 Sal |
|         | <b>Total Contributions</b> | <b>2,720.83</b>  |                               |

ESCAPE ONLINE

Pay Date 09/28/2018

Fund 01

## LABOR DISTRIBUTION FOR EMPLOYEES SUMMARY

| Fund | 01 | SACS Object                | Amount              |                               |
|------|----|----------------------------|---------------------|-------------------------------|
|      |    | 1100                       | 4,565,596.98        | Teachers' Salaries            |
|      |    | 1200                       | 284,020.58          | Cert Pupil Support Salaries   |
|      |    | 1300                       | 506,784.10          | Cert Suprvrs' & Admins' Sal   |
|      |    | 1900                       | 95,882.76           | Other Certificated Salaries   |
|      |    | 2100                       | 366,478.24          | Instructional Aides' Salaries |
|      |    | 2200                       | 705,994.74          | Classified Support Salaries   |
|      |    | 2300                       | 164,887.98          | Class Suprvrs' & Admins' Sal  |
|      |    | 2400                       | 414,347.55          | Clerical & Office Salaries    |
|      |    | 2900                       | 40,387.83           | Other Classified Salaries     |
|      |    | <b>Total Labor</b>         | <b>7,144,380.76</b> |                               |
| Fund | 01 | SACS Object                | Amount              |                               |
|      |    | 3101                       | 860,040.79          | STRS On 1000 Salaries         |
|      |    | 3102                       | 4,151.31            | STRS On 2000 Salaries         |
|      |    | 3201                       | 29,482.42           | PERS On 1000 Salaries         |
|      |    | 3202                       | 291,181.61          | PERS On 2000 Salaries         |
|      |    | 3301                       | 80,059.78           |                               |
|      |    | 3302                       | 118,504.46          |                               |
|      |    | 3401                       | 625,264.81          |                               |
|      |    | 3402                       | 236,983.42          |                               |
|      |    | 3501                       | 2,726.30            | State Unemploy On 1000 Salary |
|      |    | 3502                       | 844.63              | State Unemploy On 2000 Salary |
|      |    | 3601                       | 103,200.86          | Worker'S Comp Ins On 1000 Sal |
|      |    | 3602                       | 32,028.15           | Worker'S Comp Ins On 2000 Sal |
|      |    | 3701                       | 69,867.17           |                               |
|      |    | 3702                       | 37,025.97           |                               |
|      |    | <b>Total Contributions</b> | <b>2,491,361.68</b> |                               |
| Fund | 11 | SACS Object                | Amount              |                               |
|      |    | 1100                       | 8,480.55            | Teachers' Salaries            |
|      |    | 1300                       | 9,876.32            | Cert Suprvrs' & Admins' Sal   |
|      |    | 2100                       | 4,448.69            | Instructional Aides' Salaries |
|      |    | 2200                       | 2,075.62            | Classified Support Salaries   |
|      |    | 2400                       | 11,019.47           | Clerical & Office Salaries    |
|      |    | <b>Total Labor</b>         | <b>35,900.65</b>    |                               |
| Fund | 11 | SACS Object                | Amount              |                               |
|      |    | 3101                       | 2,988.49            | STRS On 1000 Salaries         |
|      |    | 3202                       | 3,168.73            | PERS On 2000 Salaries         |
|      |    | 3301                       | 237.88              |                               |
|      |    | 3302                       | 1,252.96            |                               |
|      |    | 3401                       | 1,513.14            |                               |
|      |    | 3402                       | 2,870.09            |                               |
|      |    | 3501                       | 9.17                | State Unemploy On 1000 Salary |
|      |    | 3502                       | 8.78                | State Unemploy On 2000 Salary |
|      |    | 3601                       | 347.46              | Worker'S Comp Ins On 1000 Sal |
|      |    | 3602                       | 332.06              | Worker'S Comp Ins On 2000 Sal |
|      |    | <b>Total Contributions</b> | <b>12,728.76</b>    |                               |

| Fund | 12 | SACS Object        | Amount           |                               |
|------|----|--------------------|------------------|-------------------------------|
|      |    | 1300               | 778.05           | Cert Suprvsrs' & Admins' Sal  |
|      |    | 2100               | 8,491.50         | Instructional Aides' Salaries |
|      |    | 2400               | 2,485.09         | Clerical & Office Salaries    |
|      |    | <b>Total Labor</b> | <b>11,754.64</b> |                               |

| Fund | 12 | SACS Object                | Amount          |                               |
|------|----|----------------------------|-----------------|-------------------------------|
|      |    | 3101                       | 126.67          | STRS On 1000 Salaries         |
|      |    | 3102                       | 373.29          | STRS On 2000 Salaries         |
|      |    | 3202                       | 1,107.72        | PERS On 2000 Salaries         |
|      |    | 3301                       | 10.37           |                               |
|      |    | 3302                       | 606.46          |                               |
|      |    | 3401                       | 78.43           |                               |
|      |    | 3402                       | 873.39          |                               |
|      |    | 3501                       | 0.39            | State Unemploy On 1000 Salary |
|      |    | 3502                       | 5.50            | State Unemploy On 2000 Salary |
|      |    | 3601                       | 14.73           | Worker'S Comp Ins On 1000 Sal |
|      |    | 3602                       | 207.78          | Worker'S Comp Ins On 2000 Sal |
|      |    | <b>Total Contributions</b> | <b>3,404.73</b> |                               |

| Fund | 13 | SACS Object        | Amount            |                               |
|------|----|--------------------|-------------------|-------------------------------|
|      |    | 2200               | 116,447.32        | Classified Support Salaries   |
|      |    | 2300               | 33,351.26         | Class Suprvsrs' & Admins' Sal |
|      |    | 2400               | 15,708.81         | Clerical & Office Salaries    |
|      |    | <b>Total Labor</b> | <b>165,507.39</b> |                               |

| Fund | 13 | SACS Object                | Amount           |                               |
|------|----|----------------------------|------------------|-------------------------------|
|      |    | 3202                       | 25,435.36        | PERS On 2000 Salaries         |
|      |    | 3302                       | 11,406.08        |                               |
|      |    | 3402                       | 15,122.52        |                               |
|      |    | 3502                       | 82.75            | State Unemploy On 2000 Salary |
|      |    | 3602                       | 3,132.76         | Worker'S Comp Ins On 2000 Sal |
|      |    | <b>Total Contributions</b> | <b>55,179.47</b> |                               |

ESCAPE ONLINE





# BUSINESS SERVICES MEMORANDUM

---

**TO:** Dr. Brian Stephens, Superintendent  
**FROM:** Dr. Casey Goodall, Assoc. Superintendent of Business Services  
**DATE:** October 4, 2018  
**SUBJECT:** **Approve Revolving Cash Fund Reports (September, 2018)**

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

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

**FUNDING:** N/A

**RECOMMENDATION:** Approve Revolving Cash Fund Reports (September, 2018).

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

10/01/18

**TUSD**  
**REVOLVING CASH FUND**  
**September 2018**

| Date       | Num  | Name                     | Memo   | Paid Amount |
|------------|------|--------------------------|--|-------------|
| 09/07/2018 | 9452 | Alex's Auto Upholstery   | PO19-00015 INVOICE 424 9/4/2018                |             |
|            |      |                          | 01-0723-0-1110-3600-5600-840-9702              | -200.00     |
|            |      |                          | 01-0724-0-5750-3600-5600-840-9702              | -300.00     |
| TOTAL      |      |                          |  | -500.00     |
| 09/11/2018 | 9453 | TRACY VALLEY CLEANERS    | PO19-01097                                     |             |
|            |      |                          | 01-0000-0-1110-1000-5800-700-6571              | -366.95     |
| TOTAL      |      |                          |  | -366.95     |
| 09/11/2018 | 9454 | PATRICK MORREIRA         | 9/10/2018 PAY DATE                             |             |
|            |      |                          | 01-8150-0-0000-8400-2206-806-9572              | -231.37     |
| TOTAL      |      |                          |  | -231.37     |
| 09/11/2018 | 9455 | COREY M. FRASIER         | 9/10/2018 PAY DATE                             |             |
|            |      |                          | 01-8150-0-0000-8110-2206-806-9402              | -919.01     |
| TOTAL      |      |                          |  | -919.01     |
| 09/12/2018 | 9456 | STEVEN A. JESUS          | 9/10/2018 PAYDATE                              |             |
|            |      |                          | 11-6391-0-4150-1000-1105-566-2882              | -529.80     |
| TOTAL      |      |                          |  | -529.80     |
| 09/12/2018 | 9457 | ANGIE MERRYMAN           | 9/10/18 PAY DATE                               |             |
|            |      |                          | 01-0000-0-1110-8200-2205-806-8101              | -15.93      |
| TOTAL      |      |                          |  | -15.93      |
| 09/13/2018 | 9458 | NABE                     | CONFERENCE 9/14/18 SWP                         |             |
|            |      |                          | 01-3010-0-1110-1000-5200-400-3002              | -330.00     |
| TOTAL      |      |                          |  | -330.00     |
| 09/17/2018 | 9459 | SOLUTION TREE            | PLC Long Beach 9/19-21/2018 John C Kimbal...   |             |
|            |      |                          | 01-3010-0-1110-2140-5200-670-2744              | -609.00     |
| TOTAL      |      |                          |  | -609.00     |
| 09/19/2018 | 9460 | ATLANTA AIRPORT MARRIOTT | Confirmation #74760372 David Brown             |             |
|            |      |                          | Conference 10/3-5/2018 01-7090-0-1110-4100-... | -532.40     |
| TOTAL      |      |                          |  | -532.40     |
| 09/19/2018 | 9461 | ATLANTA AIRPORT MARRIOTT | Confirmation #74654703 Julianna Stocking       |             |
|            |      |                          | Conference 10/3-5/2018 01-7090-0-1110-4100-... | -770.85     |
| TOTAL      |      |                          |  | -770.85     |

10/01/18

**TUSD**  
**REVOLVING CASH FUND**  
**September 2018**

| Date       | Num  | Name                      | Memo                                      | Paid Amount |
|------------|------|---------------------------|---|-------------|
| 09/28/2018 | 9462 | CDE-C143237-161511        | Conference 10/9-11/2018 Julianna Stocking |             |
|            |      |                           | 01-3010-0-1110-1000-5200-800-2744         | -625.00     |
| TOTAL      |      |                           |   | -625.00     |
| 09/28/2018 | 9463 | CDE-C143237-161511        | Conference 10/9-11/2018 Carla Washington  |             |
|            |      |                           | 01-3010-0-1110-1000-5200-280-3002         | -625.00     |
| TOTAL      |      |                           |   | -625.00     |
| 09/28/2018 | 9464 | CALIFORNIA HIGHWAY PATROL | PO19-00030 FEES                           |             |
|            |      |                           | 01-0723-0-1110-3600-5800-840-9702         | -22.80      |
|            |      |                           | 01-0724-0-5750-3600-5800-840-9702         | -34.20      |
| TOTAL      |      |                           |   | -57.00      |
| 09/28/2018 | 9465 | CALIFORNIA HIGHWAY PATROL | PO19-00030 FEES                           |             |
|            |      |                           | 01-0723-0-1110-3600-5800-840-9702         | -22.80      |
|            |      |                           | 01-0724-0-5750-3600-5800-840-9702         | -34.20      |
| TOTAL      |      |                           |   | -57.00      |
| 09/28/2018 | 9466 | CALIFORNIA HIGHWAY PATROL | PO19-00030 FEES                           |             |
|            |      |                           | 01-0723-0-1110-3600-5800-840-9702         | -22.80      |
|            |      |                           | 01-0724-0-5750-3600-5800-840-9702         | -34.20      |
| TOTAL      |      |                           |   | -57.00      |
| 09/28/2018 | 9467 | CALIFORNIA HIGHWAY PATROL | PO19-00030 FEES                           |             |
|            |      |                           | 01-0723-0-1110-3600-5800-840-9702         | -22.80      |
|            |      |                           | 01-0724-0-5750-3600-5800-840-9702         | -34.20      |
| TOTAL      |      |                           |   | -57.00      |
| 09/28/2018 | 9468 | CALIFORNIA HIGHWAY PATROL | PO19-00030 FEES                           |             |
|            |      |                           | 01-0723-0-1110-3600-5800-840-9702         | -22.80      |
|            |      |                           | 01-0724-0-5750-3600-5800-840-9702         | -34.20      |
| TOTAL      |      |                           |   | -57.00      |
| 09/28/2018 | 9469 | CALIFORNIA HIGHWAY PATROL | PO19-00030 FEES                           |             |
|            |      |                           | 01-0723-0-1110-3600-5800-840-9702         | -22.80      |
|            |      |                           | 01-0724-0-5750-3600-5800-840-9702         | -34.20      |
| TOTAL      |      |                           |   | -57.00      |
| 09/28/2018 | 9470 | CALIFORNIA HIGHWAY PATROL | PO19-00030 FEES                           |             |
|            |      |                           | 01-0723-0-1110-3600-5800-840-9702         | -22.80      |
|            |      |                           | 01-0724-0-5750-3600-5800-840-9702         | -34.20      |
| TOTAL      |      |                           |   | -57.00      |

10/01/18

**TUSD**  
**REVOLVING CASH FUND**  
**September 2018**

| Date       | Num  | Name                         | Memo                              | Paid Amount |
|------------|------|------------------------------|-----------------------------------|-------------|
| 09/28/2018 | 9471 | CALIFORNIA HIGHWAY PATROL    | PO19-00030 FEES                   |             |
|            |      |                              | 01-0723-0-1110-3600-5800-840-9702 | -22.80      |
|            |      |                              | 01-0724-0-5750-3600-5800-840-9702 | -34.20      |
| TOTAL      |      |                              |                                   | -57.00      |
| 09/28/2018 | 9472 | DEPARTMENT OF MOTOR VEHIC... | PO19-00041                        |             |
|            |      |                              | 01-0723-0-1110-3600-5800-840-9702 | -30.40      |
|            |      |                              | 01-0724-0-5750-3600-5800-840-9702 | -45.60      |
| TOTAL      |      |                              |                                   | -76.00      |
| 09/28/2018 | 9473 | DEPARTMENT OF MOTOR VEHIC... | PO19-00041                        |             |
|            |      |                              | 01-0723-0-1110-3600-5800-840-9702 | -30.40      |
|            |      |                              | 01-0724-0-5750-3600-5800-840-9702 | -45.60      |
| TOTAL      |      |                              |                                   | -76.00      |
| 09/28/2018 | 9474 | DEPARTMENT OF MOTOR VEHIC... | PO19-00041                        |             |
|            |      |                              | 01-0723-0-1110-3600-5800-840-9702 | -30.40      |
|            |      |                              | 01-0724-0-5750-3600-5800-840-9702 | -45.60      |
| TOTAL      |      |                              |                                   | -76.00      |
| 09/28/2018 | 9475 | DEPARTMENT OF MOTOR VEHIC... | PO19-00041                        |             |
|            |      |                              | 01-0723-0-1110-3600-5800-840-9702 | -30.40      |
|            |      |                              | 01-0724-0-5750-3600-5800-840-9702 | -45.60      |
| TOTAL      |      |                              |                                   | -76.00      |
| 09/28/2018 | 9476 | DEPARTMENT OF MOTOR VEHIC... | PO19-00041                        |             |
|            |      |                              | 01-0723-0-1110-3600-5800-840-9702 | -30.40      |
|            |      |                              | 01-0724-0-5750-3600-5800-840-9702 | -45.60      |
| TOTAL      |      |                              |                                   | -76.00      |
| 09/28/2018 | 9477 | DEPARTMENT OF MOTOR VEHIC... | PO19-00041                        |             |
|            |      |                              | 01-0723-0-1110-3600-5800-840-9702 | -30.40      |
|            |      |                              | 01-0724-0-5750-3600-5800-840-9702 | -45.60      |
| TOTAL      |      |                              |                                   | -76.00      |
| 09/28/2018 | 9478 | DEPARTMENT OF MOTOR VEHIC... | PO19-00041                        |             |
|            |      |                              | 01-0723-0-1110-3600-5800-840-9702 | -30.40      |
|            |      |                              | 01-0724-0-5750-3600-5800-840-9702 | -45.60      |
| TOTAL      |      |                              |                                   | -76.00      |



# BUSINESS SERVICES MEMORANDUM

**TO:** Brian R. Stephens, Superintendent  
**FROM:** C. Goodall, Associate Superintendent for Business Services  
**DATE:** October 12, 2018  
**SUBJECT:** **Approve Entertainment, Assembly, Service, Business and Food Vendors**

**BACKGROUND:** To be valid or to constitute an enforceable obligation against the district, education code 17604 requires that all contracts must be approved and/or ratified by the board of trustees. This requirement is met in several different ways, depending on the value of the requisition, the types of services or materials being procured, and the advance notice staff has in procuring the services or materials.

**RATIONALE:** School site assemblies, services, business and food vendors require pre-approval to ensure three different documents are in place: an approved contract when applicable; a certificate of insurance; an endorsement letter naming the district an additional insured. In addition, all vendors are reviewed to ensure the content is appropriate for student audiences, and that conflicts do not occur with other school site or district events.

To that end, the attached list of vendors has met all of the criteria to provide assemblies at TUSD sites, and their presentation has been deemed appropriate for TUSD students.

This list will be updated as needed and presented to the board for approval.

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

**RECOMMENDATIONS:** Approve Entertainment, Assembly, Service, Business and Food Vendors.

**PREPARED BY:** Cindy Everhart, Facility Use Coordinator



**Vendor names are listed by the insured name of the vendor and not the program name**

**↓This list of Approved Vendors confirms verification of insurance coverage only!↓**

**Board Approval based on insurance remaining current!**

**SMOKING, TOBACCO PRODUCTS, ALCOHOL, DRUGS, FIREARMS OR EXPLOSIVES ARE PROHIBITED ON ANY SCHOOL DISTRICT PROPERTY.** Vendors must be aware of the location of emergency exits at all times. Vendors are prohibited from applying pesticides, chemicals, or cleaning products to district facilities or grounds. **FLAMES ARE PROHIBITED INDOORS ON DISTRICT PROPERTY - SEE SPECIFICS IN FOOD VENDOR BELOW!**

**Per BP 5145.14 -Taking pictures of school pupils and buildings for commercial purposes is normally prohibited. Any exception requires an application in writing and the approval of the Superintendent or Superintendent's designee. Most DJ's have photo booths and will own the pictures. The pictures can be placed on their website or social media which is a violation of policy.**

**↓REQUESTING VENDORS FOR BOARD APPROVAL↓:**

| <b>Board Approved</b> | <b>Vendor Name</b>   | <b>Insurance Expiration</b> |
|-----------------------|--|-----------------------------|
|                       | <b>Traveling Lantern Theater Company</b> - Doren Elias, (800) 936-4723, kb@travelinglantern.com, www.travelinglantern.com. <b>CONTRACT REQUIRED PRIOR TO OCCURRENCE.</b>   | <b>1/17/2019</b>            |
|                       | <b>Jolts Coffee Bar</b> - serve coffee, espessio, tea, hot chocolate, etc. Carol Zuro, carolzuro@joltscoffeebar.com, (209) 608-2556, https://m.facebook.com/joltscoffeebar/. <b>CONTRACT REQUIRED PRIOR TO OCCURRENCE.</b> | <b>10/9/2019</b>            |
|                       | <b>Roshambo</b> - DJ, photobooth and event planning. Rich Ramirez, (209) 401-1145, roshambome@comcast.net, www.roshambo.biz. <b>CONTRACT REQUIRED PRIOR TO OCCURRENCE.</b>   | <b>2/24/2019</b>            |
|                       | <b>Street Beat</b> - Hiphop pizazz assembly. Ben Hansen, (310) 403-7884, info@streetbeattheshow.com, www.streetbeattheshow.com <b>CONTRACT REQUIRED PRIOR TO OCCURRENCE.</b>   | <b>4/24/2019</b>            |
| <b>Board Approved</b> | <b>Vendor Name</b>   | <b>Insurance Expiration</b> |
| <b>12/12/17</b>       | <b>Jackman Enterprises- Funflicks</b> - outdoor inflatable screen for movie night. Paul Jackman-(844) 556-6843, pauljackman@funflicks.com. Wwww.funflicks.com <b>FOR MOVIE PROJECTOR USE ONLY!</b>                         | <b>10/13/2018</b>           |

| <b>Vendor names are listed by the insured name of the vendor and not the program name</b><br><b>↓This list of Approved Vendors confirms verification of insurance coverage only!↓</b><br><b>Board Approval based on insurance remaining current!</b> |   |            |
|--|---|------------|
| 4/2/11   | <b>Marquis Entertainment</b> , DJ, lighting, karaoke (209) 951-1982, enmar3@yahoo.com; www.marquisentdjs.com.<br>CONTRACT REQUIRED PRIOR TO OCCURRENCE.   | 10/20/2018 |
| 9/8/15   | <b>Tracy Crime Stoppers</b> - partnership with citizens, media, and the criminal justice system, is to prevent and solve crimes within the Tracy region Marshall Rose - (209) 627-7675. CONTRACT REQUIRED PRIOR TO OCCURRENCE.  | 11/3/2018  |
| 2/11/14  | <b>World of Wonders Science Museum (WOW)</b> , Teaches various science topics. Beth Fox - 368-0969, beth@wowsciencemuseum.org, www.sciencemuseum.org.<br>CONTRACT REQUIRED PRIOR TO OCCURRENCE.   | 12/1/2018  |
| 4/25/16  | <b>Delta Sigma Theta Sorority</b> - Girls Empowerment Conference. Tanya Vaughn -(510) 909-4655, Tanya.Vaughn@pro.sccgov.org<br>Dana Cooper - 640-9127, d_goodwill@yahoo.com, www.TracyAreaDeltas.com. CONTRACT REQUIRED PRIOR TO OCCURRENCE.  | 12/1/2018  |
| 2/11/14  | <b>World of Wonders Science Museum (WOW)</b> , Teaches various science topics. Beth Fox - 368-0969, beth@wowsciencemuseum.org, www.sciencemuseum.org.<br>Insurance requires written contract.   | 12/1/2018  |
| 5/22/18  | <b>Stuntmasters</b> - BMX Impact Show, John Parker, john@bmsimpact.com, (888) 269-9919, www.stundmasterinc.com. CONTRACT REQUIRED PRIOR TO OCCURRENCE.  | 12/19/2018 |
| 8/12/14  | <b>Tracy Chamber of Commerce: "Hire Me First"</b><br>Internship Program was established to promote youth employability through increased employment opportunities, internship and job shadowing experiences for the youth in our community. Alyssa Mupo - 835-2131, hiremefirst@tracychamber.org, www.hiremefirst.org | 12/29/2018 |
| 1/25/11  | <b>Kaiser Permanente</b> - Dean Starnes, dean.starnes@kp.org, 510-987-2223, www.Kp.org/etp/ncal, Programs "Community Troupe", PEACE Signs" "The Best Me", "Nightmare on Puberty ST." and "Secrets". Insurance requires written contract.  | 1/1/2019   |

**Vendor names are listed by the insured name of the vendor and not the program name**

**↓ This list of Approved Vendors confirms verification of insurance coverage only! ↓**

**Board Approval based on insurance remaining current!**

|          |   |           |
|----------|---|-----------|
| 9/12/17  | <b>Mobile Ed Productions</b> - Educational assemblies for No Bully Zone, Science, History, Reading/Writing, Character and Performance Arts. Contact Cindy Kouczynski-800-433-7459, cindyk@mobileedprocutions.com, www.mobileedproductions.com CONTRACT REQUIRED PRIOR TO OCCURRENCE.                            | 1/1/2019  |
| 1/23/18  | <b>DJ Glenn Black Jr.</b> - DJ PA System, Mixer (or DJ controller), dance floor lighting, uplighting (decor lighting), etc. Glenn Black, (209) 483-3367, glennbproductions@yahoo.com, www.djglennb.com. CONTRACT REQUIRED PRIOR TO OCCURRENCE.  | 1/4/2019  |
| 3/12/13  | <b>Entourage Events SF</b> - DJ & lighting Services and Photo Booth, Derek Mizuno, 510-921-4373, booking@entourageeventssf.com. Find them on Yelp & Facebook. Parental permission for pictures of students.   | 1/16/2019 |
| 10/11/11 | <b>Main Street Music</b> - Ken & Diana Cefalo, kencefalo@yahoo.co, dcefalo@sbcglobal.net, CONTRACT REQUIRED PRIOR TO OCCURRENCE.  | 1/17/2019 |
| 5/8/12   | <b>Jestergames</b> - Diabolo skill toy-juggling/teaching instruction for grades 3-8 with Christopher Garcia. Roxanne Finch, roxanne@jestergames.com, (310) 613-0331, www.jestergames.com. CONTRACT REQUIRED PRIOR TO OCCURRENCE. <b>Flyer requirement must be pre-approved by Sheryl Smith/Sheila Harrison.</b> | 1/18/2019 |
| 9/13/11  | <b>California Weekly Explorer, Inc.</b> History Programs, Barry Hovis, 714-247-2250, barrycwe@aol.com, info@californiaweekly.com, www.californiaweekly.com. CONTRACT REQUIRED PRIOR TO OCCURRENCE.  | 2/1/2019  |
| 5/8/12   | <b>International Printing Museum-</b> Mark Barbour. A Museum on Wheels and Benjamin Franklin Assembly brings colonial America to life. 310-515-7166, mail@printmuseum.org, www.printmuseum.org. CONTRACT REQUIRED PRIOR TO OCCURRENCE.  | 1/30/2019 |
| 8/25/09  | <b>Soul Shoppe</b> - Focus on building character & creating bully-free schools. Shawna Jones, Shawna@soulshoppe.com, Phone: 510-338-3231, www.soulshoppe.com. CONTRACT REQUIRED PRIOR TO OCCURRENCE.  | 2/1/2019  |

| <b>Vendor names are listed by the insured name of the vendor and not the program name</b><br><b>↓This list of Approved Vendors confirms verification of insurance coverage only!↓</b><br><b>Board Approval based on insurance remaining current!</b> |  |           |
|--|--|-----------|
| 10/11/11   | <b>Rumors Productions Company</b> - Karaoke, DJ, children parties, live sound & music, live band, line dancing lessons & game show night. Contact Jenna Teyshak or Jon Tyner - 640-8000, jenna@rpcdj.com, www.rpcdj.com. No pictures of students without parental permission. CONTRACT REQUIRED PRIOR TO OCCURRENCE. | 2/2/2019  |
| 3/13/18  | <b>Apex Fun Run</b> - a run based character & leadership fundraiser. Jenna Martinez, (408) 772-3409, jennam@apexfunrun.com, www.apexfunrun.com. STAKES IN GRASS PROHIBITED. SAND BAGS CAN BE USED TO HOLD DOWN ITEMS BUT ONLY ALLOWED FOR ONE DAY. CONTRACT REQUIRED PRIOR TO OCCURENCE.                             | 2/5/2019  |
| 11/13/07   | <b>Lonny Johnson - Ancient Artifacts</b> - John Tacha or Terry Lyman 800.255.0084, (FIRE SHOW OR WEAPONS NOT ALLOWED). bureau@assemblyline.com. www.assemblyline.com/index.html  | 2/5/2019  |
| 3/13/18  | <b>Rob Holladay Show</b> - Bye Bye Bully Show, Rob Holladay, (912) 409-7263, therobholladayshow@gmail.com, www.amazingschoolshows.com. CONTRACT REQUIRED PRIOR TO OCCURRENCE.  | 2/28/2019 |
| 9/12/17  | <b>Balaji Consulting -Mathnasium</b> - Math tutors offering Math Night with Math games. Pratima Murarka - 650-0345 or tracy@mathnasium.com, www.mathnasium.com/tracy CONTRACT REQUIRED PRIOR TO OCCURRENCE   | 3/13/2019 |
| 1/24/17  | <b>Emergency Food Bank:</b> Mobile Farmer's Market. Kisha Thompson-464-7369 ext. 1007, kthompson@stocktonfoodbank.org or Pat Brown-464-7369 ext. 1008 pbrown@stocktonfoodbank.org, www.stocktonfoodbank.org. CONTRACT REQUIRED PRIOR TO OCCURRENCE.  | 3/22/2019 |

| <b>Vendor names are listed by the insured name of the vendor and not the program name</b><br><b>↓ This list of Approved Vendors confirms verification of insurance coverage only! ↓</b><br><b>Board Approval based on insurance remaining current!</b> |   |           |
|--|---|-----------|
| 4/12/11  | <b>LMG Attractions-</b> DJ and Emcee, Business Audio Visual, Event Planning, Professional Sound and Audio. Dave Tillman 209-275-0226, www.lmgattractions.com No pictures of students without parental permission.<br><b>CONTRACT REQUIRED PRIOR TO OCCURRENCE.</b>  | 4/1/2019  |
| 5/28/13  | <b>Gallo Center for the Arts,</b> Bullying Prevention Performance, "The Bully Buster Rides Again". Raul Garcia, 338-5020, rgarcia@galloarts.org, www.galloarts.org.<br><b>CONTRACT REQUIRED PRIOR TO OCCURRENCE.</b>  | 4/9/2019  |
| 8/11/15  | <b>Scott Backlovich Communications</b> - Motivational speaker for teens for Leadership Conferences, HS & Middle School Assemblies, Teen Summit Programs, Back-to-School Orientations. Scott Backlovich-484-3841.<br>scott@scottbacklovich.com, www.scottbacklovich.com.<br><b>CONTRACT REQUIRED PRIOR TO OCCURRENCE.</b>  | 4/21/2019 |
| 3/27/18  | <b>Bricks 4 Kidz</b> - STEM educational activities for kids age 3-13, where they play with LEGO® Bricks. Our unique model plans are designed by engineers and architects. Themes, construction, provide building blocks for educational play. Sally Studebaker- (925) 595-3934, sstudebaker@bricks4kidz.com, www.bricks4kidz.com/356. Vendor does not have a contract. must use TUSD Contract Services Agreement. | 4/30/2019 |
| 2/12/08  | <b>Sparkles the Clown,</b> Terry Donaldson - 835-8383, www.sparklesdelight.com. <b>CONTRACT REQUIRED PRIOR TO OCCURRENCE.</b>   | 5/1/2019  |
| 2/12/08  | <b>Ravioli the Clown</b> - Denis Martinez - 835.3535, www.raviolitheclown.com. <b>CONTRACT REQUIRED PRIOR TO OCCURRENCE.</b>  | 5/1/2019  |
| 2/23/10  | <b>All for KIDZ, Inc.</b> Producers of <b>THE NED SHOW-character education program.</b><br>Customercare@allforkidz.com, www.thenedshow.com 1-877-872-9696 x101. <b>CONTRACT REQUIRED PRIOR TO OCCURRENCE.</b>   | 5/4/2019  |



| <b>Vendor names are listed by the insured name of the vendor and not the program name</b><br><b>↓This list of Approved Vendors confirms verification of insurance coverage only!↓</b><br><b>Board Approval based on insurance remaining current!</b> |  |           |
|--|--|-----------|
| 11/14/17   | <b>LifeSaver CPR - CPR Services</b> , Chris Peters, (209) 665-4398, www.lifesavercpr.net, LifeSaverCPR@hotmail.com.<br>CONTRACT REQUIRED PRIOR TO OCCURRENCE.  | 6/1/2019  |
| 5/22/18  | <b>Bucketfillers for Life</b> - character education assemblies, student workshops, parent workshops, and professional development. Kelly Nickel, (530) 941-5207, kellynickel@bucketfillersforlife.com, www.bucketfillersforlife.com. CONTRACT REQUIRED PRIOR TO OCCURRENCE.  | 5/22/2019 |
| 11/8/16  | <b>Lifetouch National School Studios</b> - Student photos and photo booths through Lifetouch only. Corena Allen, (916) 526-0406, callen@lifetouch.com. Does not include DJ services. CONTRACT REQUIRED PRIOR TO OCCURRENCE.  | 6/30/2019 |
| 4/23/13  | <b>SJ County Child Abuse Prevention Council</b> - " <u>Parent Cafe</u> " - program awareness for protection and safety of our children. Contact Lindy Turner-Hardin or Angela Magee -464-4524, lturner@nochildabuse.org or amagee@nochildabuse.org. " <u>Pinwheels for Prevention</u> " - program awareness for public and computer safety. Contact Amrit Pawar - 851-3468, apawar@nochildabuse.org. Website: www.nochildabuse.org | 7/1/2019  |
| 2/15/17  | <b>Prismatic Magic Laser Programs</b> - Educational entertainment laser assemblies (anti-bully, history, reading, space, etc.). Steve Hatfield - (866) 952-7376, steve@prismaticmagic.com, www.prismaticmagic.com. CONTRACT REQUIRED PRIOR TO OCCURRENCE.  | 7/2/2019  |
| 12/12/17   | <b>Booster Enterprises</b> - Boosterthon Fun Run Fundraising, Andrew Kowalski - (706) 224-9079, andrewk@boosterthon.com, www.boosterthon.com. STAKES IN GRASS PROHIBITED. SAND BAGS ALLOWED FOR ONE DAY ONLY. CONTRACT REQUIRED PRIOR TO OCCURRENCE.   | 7/1/2019  |
| 3/8/11   | <b>Dr. Andrew Trosien, DDS.</b> Oral Hygiene Instructions. Call Megan or Julie at 833-1240   | 7/1/2019  |

| <b>Vendor names are listed by the insured name of the vendor and not the program name</b><br><b>↓ This list of Approved Vendors confirms verification of insurance coverage only! ↓</b><br><b>Board Approval based on insurance remaining current!</b> |   |                          |
|--|---|--------------------------|
| 4/11/17  | <b>Pediatric Dentistry/Orthodontics - Dr. Solomon.</b><br>(925)447-1377. majrod@icloud.com,<br>Www.livermorekidsdentist.com   | 7/1/2019                 |
| 3/27/18  | <b>Keep it Movin Entertainment - DJ Services - Dave Reyes,</b><br>(408) 645-9460, yourfavoritedjs@keepitmovinent.biz,<br>www.keepitmovinent.net. Vendor does not have a contract,<br>must use CONTRACT REQUIRED PRIOR TO<br>OCCURRENCE.   | 7/9/2019                 |
| 2/10/15  | <b>Musson Theatrical</b> - specializes in providing theatrical<br>lighting, sound, scenery, and special effects. Bob Downs -<br>800-843-2837, bdowns@musson.com, www.musson.com.<br>CONTRACT REQUIRED PRIOR TO OCCURRENCE.  | 8/1/2019                 |
| 9/25/18  | <b>The Echo Hero Show</b> - topics enforced through songs can<br>include not littering, recycling, food waste, saving water,<br>energy efficiency and using reusable items. Brett Edwards,<br>(888) 482-3885, echoheroshow@gmail.com. No website.<br>CONTRACT REQUIRED PRIOR TO OCCURRENCE.     | 8/22/2019                |
| 10/25/11   | <b>Amos Productions-DJ Services.</b> Nicole - 1800-693-5003<br>or 925-449-3847. nicole@amospro.com or<br>info@amospro.com. www.amospro.com. No pictures of<br>students without parental permission. CONTRACT<br>REQUIRED PRIOR TO OCCURRENCE.   | 9/26/2019                |
| 4/8/14   | <b>UNeed2</b> - help student build a computer. Lynda Hawkins -<br>662-1188 or Eric Hawkins - 510-952-1473,<br>ehawkins@sbcglobal.net, lyndahawkins@sbcglobal.net,<br>www.uneed2.org. CONTRACT REQUIRED PRIOR TO<br>OCCURRENCE.  | 10/20/2019               |
| 10/24/17   | <b>City of Stockton - SJ County Library</b> - Training Wheels<br>program. Mobile Library on wheels for preschool students<br>participating in story time and receive a free book. Contact<br>Lisa Lee-lisa.lee@stockton.ca.gov or 937-8143.<br>www.ssjcpl.org/involved/litservices/default.html | No<br>Expiration<br>Date |

| <b>Vendor names are listed by the insured name of the vendor and not the program name</b><br><b>↓ This list of Approved Vendors confirms verification of insurance coverage only! ↓</b><br><b>Board Approval based on insurance remaining current!</b> |   |   |
|--|---|---|
| 5/8/12   | <b>Dairy Council of CA Mobile Dairy Classroom</b> , Leona Bettencourt, 916-263-3560 x413, ibettencourt@dairycouncilofca.org. Wwww.dairycouncilofca.org. <b>Must follow Animal Policy Guidelines AR 6163.1</b> | Insurance not required if supervised by certificated employee |
| 12/10/13   | <b>SJ Vector Control</b> - Aaron Devencenzi - 982-4675, adevencenzi@sjmosquito.org. Field trip in your classroom. Mosquito and tick presentation.   | Insurance not required if supervised by certificated employee |
| 2/15/17  | <b>Tracy Public Library</b> - Literacy Parent Education. Stella Beratlis, 937-8221, stella.beratlis@stocktonca.gov  | Insurance not required if supervised by certificated employee |
| 10/9/07  | <b>Sandia Labs</b> Joel Lipkan - jlipkin@comcast.net  | Insurance not required if supervised by certificated employee |

**Vendor names are listed by the insured name of the vendor and not the program name**

**↓This list of Approved Vendors confirms verification of insurance coverage only!↓**

**Board Approval based on insurance remaining current!**

**↓APPROVED FOOD VENDORS↓**

***SORTED BY INSURED NAME AND EXPIRATION DATE***

**VENDOR AUTOMOBILE'S ARE NOT ALLOWED TO DRIVE AND PARK ON CAMPUS.  
ALL VEHICLES MUST PARK IN DESIGNATED PARKING PLACES!**

**↓This list of Approved Food Vendors is for insurance verification only. It does not supersede the approval required for food sales through food services or replace the standard facility use process! No food sales until 30 minutes after school.**

|           |  |           |
|-----------|--|-----------|
| 12/8/09   | <b>Texas Roadhouse-</b> Ed Ferro, (209) 607-5788, trh_catering@ultrasteak.com or TXRH_Cater@TexasRoadhouse.com. Restaurant direct: 830-1133. No food sales until 30 minutes after school. CONTRACT REQUIRED PRIOR TO OCCURRENCE.                                 | 12/1/2018 |
| 3/11/2014 | <b>Taqueria La Mexicana-</b> Mobile Truck Catering for restaurant on 11th street only. Letty 610-1871, letty25045@hotmail.com. No food sales until 30 minutes after school. CONTRACT REQUIRED PRIOR TO OCCURRENCE.   | 3/21/2019 |
| 11/12/12  | <b>Menchie's Frozen Yogurt,</b> Adele Boch, 612-5285, adelebloch@yahoo.com, www.menchies.com. No food sales until 30 minutes after school. CONTRACT REQUIRED PRIOR TO OCCURRENCE.  | 6/5/2019  |
| 8/11/2015 | <b>Kona Ice of Tracy -</b> Shaved Ice drinks. Lisa Duncan, (209) 597-8760, dduncan@kona-ice.com, www.kona-ice.com. No food sales until 30 minutes after school. Vehicles must be parked in designated parking place only. CONTRACT REQUIRED PRIOR TO OCCURRENCE. | 7/22/2019 |
| 9/27/2016 | <b>Meva's Tacos &amp; More -</b> Contact Eva Ybarra - 244-3307 or mevastacos@gmail.com. No food sales until 30 minutes after school. CONTRACT REQUIRED PRIOR TO OCCURRENCE.  | 8/30/2019 |
| 12/8/09   | <b>Tracy Breakfast Lions Club -</b> Greg Bidlack - gregandvelma@sbglobal.net, Jim Noah - 835-0981, www.tracybreakfastlionsclub.org. No food sales until 30 minutes after school. CONTRACT REQUIRED PRIOR TO OCCURRENCE.  | 9/1/2019  |
| 9/12/2017 | <b>Blue Moon Kettle Corn -</b> Kettle Corn sales. Nicole Moore - (510) 589-6166 or bluemoonkettle@gmail.com. No food sales until 30 minutes after school. CONTRACT REQUIRED PRIOR TO OCCURRENCE.   | 9/6/2019  |

| <b>Vendor names are listed by the insured name of the vendor and not the program name</b><br><b>↓ This list of Approved Vendors confirms verification of insurance coverage only! ↓</b><br><b>Board Approval based on insurance remaining current!</b>   |  |            |
|--|--|------------|
| 10/13/15   | <b>Pink Turtle Shoppe</b> - Ice Cream & Cookie restaurant.<br>Arabella McCreary - 627-8513,<br>pinkturtleshoppe@gmail.com,<br>www.pinkturtleicecream.com. No food sales until 30<br>minutes after school. CONTRACT REQUIRED PRIOR TO<br>OCCURRENCE.    | 9/9/2019   |
| 10/13/09   | <b>Famous Dave's BBQ Catering:</b> 3162@sribs.com, 833-<br>6337. www.famousdaves.com. No food sales until 30<br>minutes after school. CONTRACT REQUIRED PRIOR TO<br>OCCURRENCE.  | 10/1/2019  |
| 10/25/11   | <b>Mi Espiranza</b> - Restaurant Catering. Call Omar Mendoza<br>and Candida Ramiriz at 832-3020. No food sales until 30<br>minutes after school. CONTRACT REQUIRED PRIOR TO<br>OCCURRENCE.   | 10/15/2019 |
| 11/14/17   | <b>Smokin Hot Meats N Treats</b> - Food truck - Doug & Rita<br>Westby. (510) 364-5070,<br>smokinhotmeatsntreats@gmail.com,<br>www.smokinhotmeatsntreats.com. No food sales until 30<br>minutes after school. CONTRACT REQUIRED PRIOR TO<br>OCCURRENCE. | 11/27/2019 |
| <b>*Section 308.3 Open Flame.</b> A person shall not utilize or allow to be utilized, an open flame in connection with a public meeting or gathering for purposes of deliberation, worship, entertainment, amusement, instruction, education, recreation, awaiting transportation or similar purpose in Group A or E occupancies in accordance with Appendix Chapter 1, Section 105.6. |  |            |
| <b>OUTDOORS BBQ RULES</b> - Make sure barbeques are 10 feet away from any building or structure. Place drip pans or tarps under barbeques to avoid spillage on pavement. Do not dump grease, oil, briquettes or barbeques anywhere on TUSD property or in garbage cans or dumpster. If spill occurs, you must provide an oil absorbent and clean properly.                             |  |            |
| <b>Remind your staff that candles, incense, cigarettes, or any item with an open flame are not permitted anywhere on school property.</b> Per the Tracy Fire Inspector, failure to comply with this requirement can result in personal and/or District fines ranging from \$250–1,000.   |  |            |



# BUSINESS SERVICES MEMORANDUM

**TO:** Dr. Brian Stephens, Superintendent  
**FROM:** Dr. Casey Goodall, Associate Superintendent for Business Services  
**DATE:** October 13, 2018  
**SUBJECT:** **Ratify Measure B Related Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda**

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

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

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

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

**RECOMMENDATION:** Ratify Measure B Related Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda.

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

**BUSINESS SERVICES  
FACILITIES DEVELOPMENT DEPARTMENT  
MEASURE B BOND  
October 23, 2018  
SUMMARY OF SERVICES**

---

|                  |  |
|------------------|--|
| A. Vendor:       | Infosend, Inc.   |
| Site:            | Annual Oversight Report  |
| Item:            | Proposal-Ratify  |
| Services:        | Printing services for the Annual Oversight Report to the Community to be inserted with each community member's utility bill. |
| Cost:            | \$2,940.10   |
| Project Funding: | Measure B Bond Fund  |

---



# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Brian Stephens, Superintendent  
**FROM:** Dr. Sheila Harrison, Associate Superintendent of Educational Services  
**DATE:** October 1, 2018  
**SUBJECT:** **Approve Agreement for Special Contract Services with Houghton Mifflin Harcourt's International Center for Leadership in Education to Provide Professional Learning for 6-12 English Language Arts Rigorous Curriculum Design Team Teachers**

**BACKGROUND:** The International Center for Leadership in Education (ICLE), a division of Houghton Mifflin Harcourt (HMH), is uniquely qualified to assist Tracy Unified School District (TUSD) with the development and implementation of our continued district-wide initiative to foster rigorous and relevant learning environments. Since 1991, ICLE has assisted districts in promoting relevant and rigorous instruction and in developing effective instructional leaders. ICLE has proven strategies, techniques, and research-based programs that have helped states, districts, and schools increase student achievement. ICLE worked with English language arts (ELA) and math teacher-leaders to create the Rigorous Curriculum Design (RCD) units of study, units that forefront the California content standards and are the drivers of instruction in TUSD. ICLE has partnered with TUSD to provide professional learning for teachers and administrators, aligned to the state-mandated reforms in ELA and math, since 2014.

**RATIONALE:** ICLE is contracted to provide professional learning in TUSD in 2018-19. To provide increased support to the ELA RCD teams, this contract adds four days of team consultation with an HMH ELA RCD curriculum specialist. At that time, RCD team members from grades 6-12 will work in small groups with the consultant to make on-going revisions to better align the units, their assessments, and the StudySync instructional materials. This agenda item meets District Strategic Goal #2: Hire, support, develop, train, and sustain district employees who create a singleness of purpose focused on maximizing students' academic, social, and emotional potential.

**FUNDING:** The cost for this training and support is not to exceed \$13,000 and will be paid out of Local Control Funding Formula monies for Local Control Accountability Plan Goal 1, Action 2.

**RECOMMENDATION:** Approve Agreement for Special Contract Services with Houghton Mifflin Harcourt's International Center for Leadership in Education to Provide Professional Learning for 6-12 English Language Arts Rigorous Curriculum Design Team Teachers.

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



# Rigorous Curriculum Design

## Proposed Comprehensive Scope of Work for Tracy Unified School District

### How ICLE Can Help

The International Center for Leadership in Education (ICLE), a division of Houghton Mifflin Harcourt, is uniquely qualified to assist Tracy Unified School District with the development and implementation of a district-wide initiative to foster rigorous and relevant learning environments. Since 1991, ICLE has been at the forefront of promoting rigorous and relevant instruction and developing effective instructional leaders. ICLE has produced proven strategies, techniques, and research-based programs that have helped states, districts, and schools drive student achievement through data driven instruction.

Schools are actively engaged in building the knowledge and skills of their educators to improve student performance. Leaders and teachers must balance the design of their curricula to prepare students to successfully pursue whatever life pathways they choose *and* to succeed on state, provincial, and national tests without sacrificing rich, worthwhile learning. To accomplish this they need a comprehensive, yet doable approach to curriculum design—one that any school system can use to create rigorous curricular units of study for every grade and content area.

**Rigorous Curriculum Design (RCD)** is a proven model for designing a cohesive and comprehensive curriculum that intentionally connects standards, instruction, and assessment. The design process is a tiered, intensive, collaborative approach to adjusting instruction in an overall planning framework. It is straightforward, sequential, and explicit.

The collaborative design process can bring a school district together in its focus to improve the adult actions that directly affect student achievement while cultivating “in-house” ownership of the curricula.

We propose that the skilled practitioners at The International Center for Leadership in Education - experienced former teachers and administrators - bring the ***Rigorous Curriculum Design*** training to your educators. When standards-aligned, collaborative curriculum design is a component of a school improvement plan, improved student performance becomes both achievable and sustainable.

The ***Rigorous Curriculum Design*** training allows your educators to experience the value and power of a collaborative planning environment that is focused on a careful, multi-year process, carried out in incremental steps. Instruction and assessment practices will function as part of an intentionally aligned curriculum design system. Once embedded in your school culture, the Rigorous Curriculum Design process will nurture the professional growth of everyone involved.

## **RIGOROUS CURRICULUM DESIGN – ELA and Math**

### **➤ The Rigorous Curriculum Design Process**

The Rigorous Curriculum Design model incorporates several integrated professional practices that are necessary in order to create rigorous curricular units of study for every grade and course in a targeted content area. These practices consist of: prioritizing standards, “unwrapping” the standards, preparing pacing calendars, writing common formative assessments and scoring guides, effective teaching strategies, designing authentic performance tasks, understanding how to apply different categories of instructional strategies, and implementing a unit of study in conjunction with the Data Teams process.

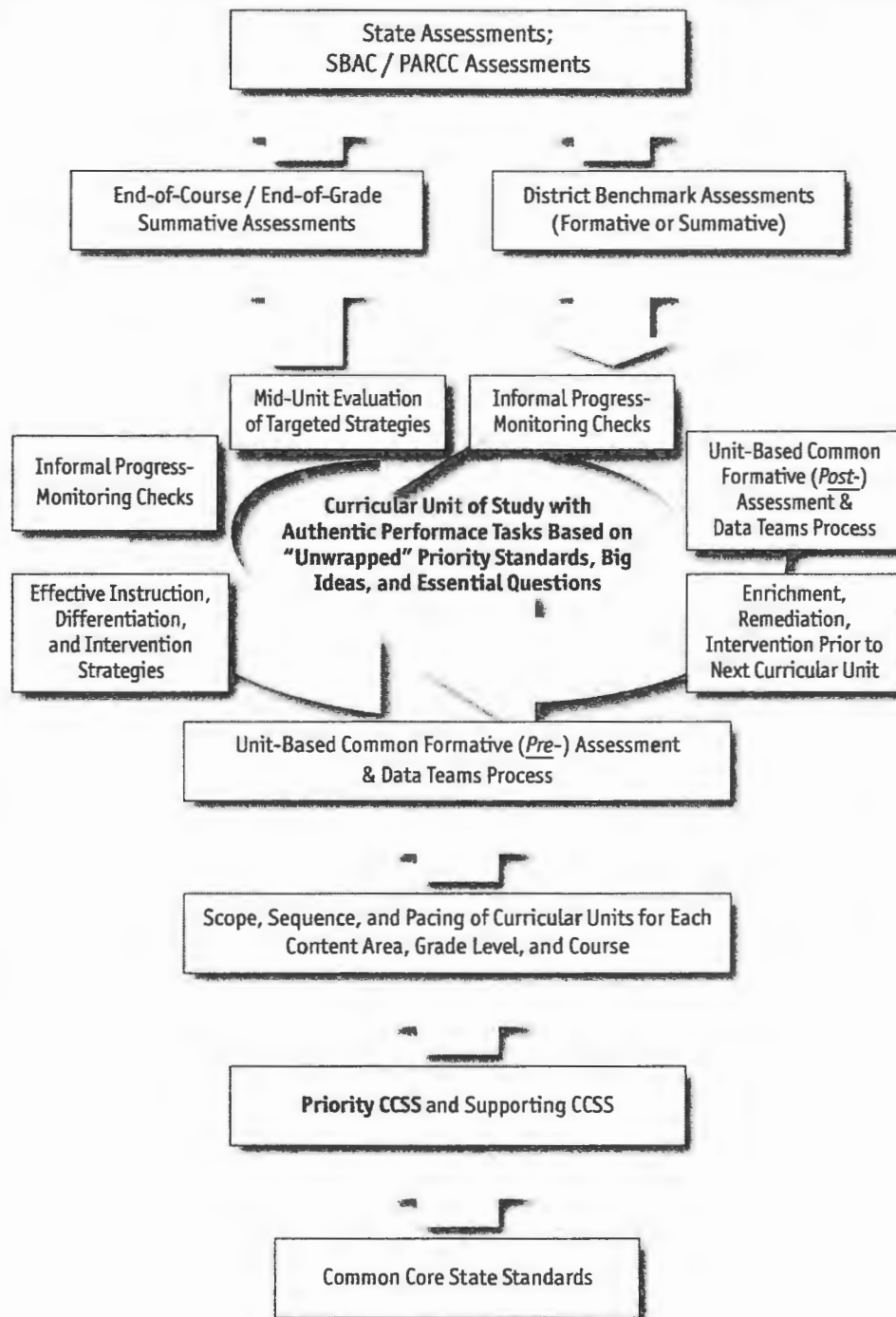
The training consists of four parts. Part One provides foundational knowledge and builds understanding about how the practices create a cohesive system to improve student learning in the classroom and corresponding performance on standardized tests. Parts Two and Three teach the specific steps that educators follow to create units of study that are aligned to standards. Part Four details how to implement each unit of study.

### **PART ONE: Seeing the Big Picture Connections First**

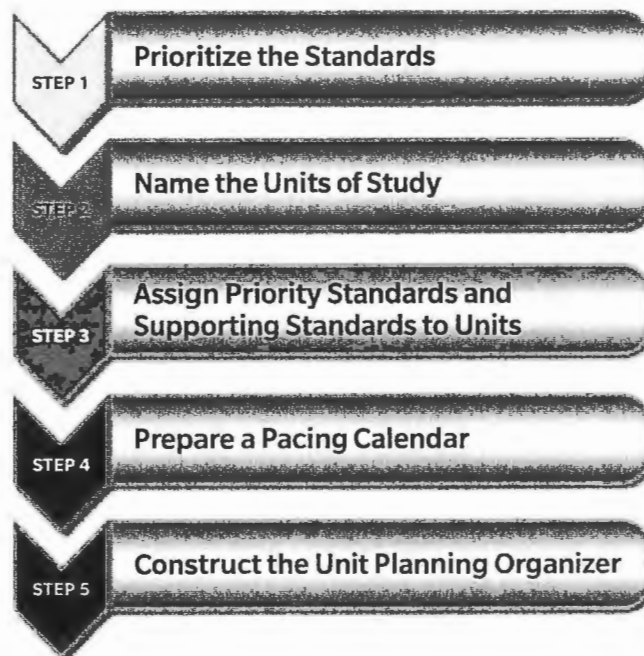
Before beginning the actual design of rigorous curricular units of study, it is important to understand how curriculum design fits perfectly into the “big picture” of standards, assessments, instruction, and data practices. These two-day seminars provide an orientation to the comprehensive Rigorous Curriculum Design process.

Working as part of your designated ELA and Math design teams, participants will learn about the step-by-step sequence for planning and then designing the actual curricular units of study, from start to finish.

## The Big Picture: Rigorous Curriculum Design Alignment



## PART TWO: Building the Foundation for Designing Curricular Units



Before “building” the curricular units of study, it is necessary to first build a strong foundation. Otherwise, curriculum design teams are erecting a superstructure upon an uncertain base. Here is a brief description of each of the five foundational steps:

1. **Prioritize the Standards.** Prioritize and vertically align from grade-to-grade and course-to-course the academic content standards or learning outcomes (grade- or course-specific learning expectations) for selected content areas. These represent the “assured competencies” that students are to know and be able to do by the end of each academic school year so they are prepared to enter the *next* level of learning.
2. **Name the Units of Study.** Name all of the specific units of study for each grade level and course in those selected content areas. Through these units of study, implemented during the year or course, students will learn and be assessed upon their understanding and application of the particular standards or learning outcomes in focus.
3. **Assign the Standards—Priority and Supporting.** Assign Priority Standards *and* supporting standards to each unit of study, taking into account “learning progressions”—those building blocks of concepts and skills that students need to learn before they can learn other ones. Confirm that every Priority Standard is assigned to one or more units of study that will be scheduled for administration *up to* and *following* state or provincial exams.
4. **Prepare a Pacing Calendar.** Referring to the school district or school division master calendar, create a curriculum pacing calendar for implementing the units of study to ensure that all Priority Standards will be taught, assessed, retaught, and

reassessed throughout the school year—*prior to* state or provincial tests. Adjust the number of days or weeks designated for each unit of study so that all units can be completed during the months leading up to the high-stakes tests. Factor in a “buffer” week *between* units for the purpose of re-teaching and reassessing close-to-proficient students, intervening and reassessing far-from-proficient students, and enriching proficient and above students.

- a. *Extend* the pacing calendar to schedule the remaining units of study during the months following the state or provincial tests, if applicable. Again, adjust the length and/or duration of each unit of study so that it can be implemented before the end of the school year.
5. **Construct the Unit Planning Organizer.** Brainstorm a list of elements to include on the unit-planning organizer that will be used to create each unit of study. Draft a sample template that includes all of these elements. Revise the template as needed while designing the curricular units.



### PART THREE: Designing the Curricular Unit of Study - 12 Steps



With the standards foundation in place, teachers then design each curricular unit of study, from start to finish. A synopsis of each of the twelve sequential steps includes:

1. **“Unwrap” the Unit Priority Standards.** “Unwrap” the assigned Priority Standards for each specific unit of study to determine the specific, teachable concepts and skills (what students need to *know* and be able to *do*) within those standards.
2. **Create a Graphic Organizer.** Create a graphic organizer (outline, bulleted list, concept map, or chart) as a visual display of the “unwrapped” concepts and skills, organized into two parts: one that lists related concepts under headings and the other that lists each skill, related concept, and *approximate* level of Bloom’s Taxonomy. Matching each skill and related concept with a thinking skill level reveals the skill’s degree of *rigor*.
3. **Decide the Big Ideas and Essential Questions.** Decide the topical Big Ideas (foundational understandings, student “a-ha’s”) derived from the “unwrapped” concepts and skills for that unit of study. Write Essential Questions that will engage students to discover for themselves the related Big Ideas and state them in their own words by the end of the unit.
4. **Create the End-of-Unit Assessment.** Create the end-of-unit assessment (either individual classroom or common formative *post*-assessment) directly aligned to the “unwrapped” Priority Standards. Align the concepts, skills, and format of the end-of-



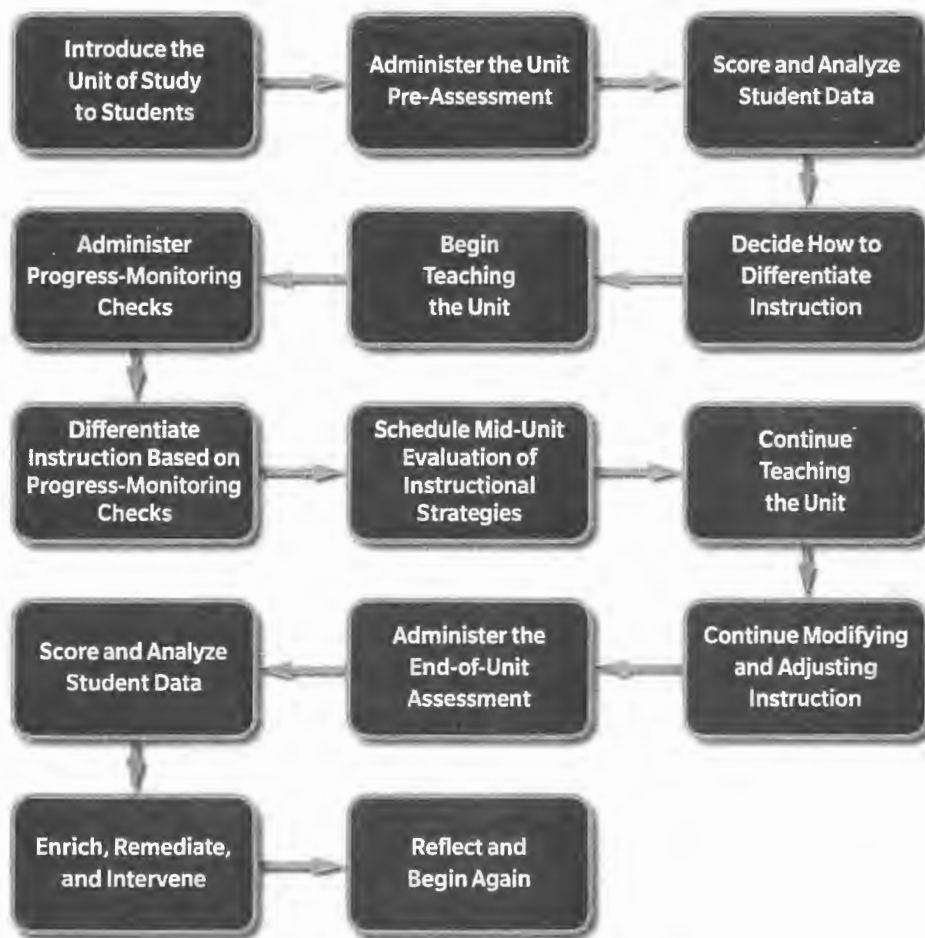
unit assessment with district or school division benchmark assessments (K–8) or midterms and finals/end-of-course exams (9–12).

5. **Create the Unit Pre-Assessment.** Create the pre-assessment aligned or “mirrored” to the post-assessment. “Aligned” means the questions are directly matched to those on the post-assessment but may be fewer in number. “Mirrored” means the pre-assessment will include the exact number and type of questions that will appear on the post-assessment.
6. **Identify Additional Vocabulary Terms, Interdisciplinary Connections, and 21st-Century Learning Skills.** In addition to the vocabulary of the “unwrapped” Priority Standards concepts, identify other specific academic or technical vocabulary from the supporting standards and text materials that students will need to learn during the unit. Identify any interdisciplinary connections and 21<sup>st</sup> century learning skills to emphasize when planning engaging learning experiences and related instruction.
7. **Plan Engaging Learning Experiences.** Design meaningful learning activities directly based upon the “unwrapped” concepts and skills, additional vocabulary terms, interdisciplinary connections, and 21st-century learning skills. Plan engaging learning experiences—authentic performance tasks and/or culminating projects or performances with real-world applications—that challenge students to utilize deep thought, investigation, and communication. Create accompanying scoring guides (rubrics) as the means for obtaining objective evidence of student learning relative to the standards in focus. Confirm that the planned learning experiences will give students the conceptual and procedural understanding of the “unwrapped” concepts and skills represented on the end-of-unit post-assessment.
8. **Gather Instructional Resource Materials.** Gather print materials and seek out technology resources that support the planned learning experiences for the unit. Select the most appropriate instructional resources and materials available that will assist students in learning and applying the “unwrapped” concepts and skills and discovering the Big Ideas.
9. **Recommend Effective Instruction, Differentiation, Intervention, Special Education, and English Language Learner Strategies.** Select high-impact instructional strategies (research-based, differentiation, enrichment, intervention, special education, English Language Learner) to use during instruction and related learning activities with the whole class, with small groups, and with individual students that have specific learning needs.
10. **Detail the Unit Planning Organizer.** Determine what additional details are needed to supplement the generally worded information on the unit planning organizer. For example, an instructional pacing and sequence of the “unwrapped” concepts and skills based on “learning progressions” (the sequence of concepts and skills students need to know and be able to do as prerequisites for learning the next set of concepts and skills); a listing of specific instructional strategies for specific students based on their learning needs (advanced students, at-risk students, special education students, English Language Learners).

11. **Create Informal Progress-Monitoring Checks.** Find, design, or suggest quick checks for student understanding (exit slips, short-answer questions, thumbs up/down, etc.)—*aligned to the end-of-unit assessment and administered in conjunction with “learning progressions”*—for educators to use during the unit of study in order to gauge student understanding and adjust instruction accordingly.
12. **Write the Weekly Plan; Design the Daily Lessons.** Write the weekly lesson plan to implement the unit of study in weekly “installments,” using it to guide and focus instruction of the targeted “unwrapped” concepts and skills and engage students in the planned learning experiences and assessments. Design the daily lessons to align with the related weekly plan. Determine when to administer the informal progress monitoring checks to coincide with learning progressions.

#### **PART FOUR: Implement the Unit of Study**

When team members are ready to implement one of the completed curricular units of study in their own classroom, they refer to the pacing calendar for a content area of choice, select a corresponding unit for their grade or course, and refer to the unit-planning organizer.





The following sequence of steps for implementing each of unit of study further describes how educators will guide their students through the various learning experiences, related instruction, and unit assessments.

1. **Introduce the Unit of Study to Students.** Present the unit's Essential Questions to students and explain that they will be able to respond to these questions in their own words by the end of the unit. Preview for students the "unwrapped" concepts and other academic vocabulary terms they will be learning and applying.
2. **Administer the Unit Pre-Assessment.** Set the stage by first explaining to students the purpose of a pre-assessment (not for a grade, but to find out what they already know and don't know about the upcoming unit of study so that the teacher can plan instruction accordingly). Then administer the common formative pre-assessment (or individual classroom or program pre-assessment, if not part of a collaborative team).
3. **Score and Analyze Student Data.** Score and analyze student pre-assessments individually or with colleagues in grade-level or course-specific instructional Data Teams to diagnose student-learning needs.
4. **Decide How to Differentiate Instruction.** Referring to the unit details provided with the unit-planning organizer, decide how to differentiate instruction for specific students based on pre-assessment evidence—including the enrichment of any students who are already proficient prior to unit instruction.
5. **Begin Teaching the Unit.** Begin teaching the planned unit of study, flexibly grouping students according to their learning needs and using identified instructional strategies.
6. **Administer Progress-Monitoring Checks.** Administer frequent, informal progress-monitoring checks aligned to the end-of-unit assessment—that coincide with the building-block progression of "unwrapped" concepts and skills—in order to make accurate inferences regarding students' understanding. These informal checks will assist individual educators and instructional Data Teams in monitoring the effectiveness of their targeted teaching strategies for the unit.
7. **Differentiate Instruction Based on Progress-Monitoring Checks.** Modify and adjust instruction for individual students, small groups, and/or the entire class based on the results of the informal checks for understanding.
8. **Schedule Mid-Unit Evaluation of Instructional Strategies.** Schedule a mid-unit evaluation of the targeted teaching and differentiation strategies to determine their effectiveness. During this meeting, participating teachers will share effective use of the targeted strategies and may decide to change any strategies that are not accomplishing their intended purpose. Individual educators who are not part of an instructional Data Team will reflect on the effectiveness of their own selected strategies and make any needed changes.
9. **Continue Teaching the Unit.** During the remaining weeks of the unit, continue teaching the "unwrapped" concepts and skills in the predetermined "learning progressions" sequence for specific learning activities and engaging learning

experiences (authentic performance tasks). Continue using the targeted instructional strategies with all students, different groups of students, and individual students as planned.

10. **Continue Modifying and Adjusting Instruction.** Continue modifying and adjusting instruction as needed for individual students, small groups, and/or the entire class based on evidence derived from ongoing progress-monitoring checks.
11. **Administer the End-of-Unit Assessment.** Administer the common formative post-assessment (or individual end-of-unit assessment if not part of a collaborative team).
12. **Score and Analyze Student Data.** Score and analyze student data individually or with colleagues in grade-level or course-specific instructional Data Teams. Plan how to address students' identified learning needs during the "buffer" days/week.
13. **Enrich, Remediate, and Intervene.** During the "buffer" days/week scheduled between the unit of study just completed and the next one scheduled, reteach differently those students who are still not proficient; use Tier 2 and 3 intervention strategies and other appropriate strategies for at-risk students. Reassess all non-proficient students. Enrich those students who are proficient and advanced.
14. **Reflect and Begin Again.** When the unit is officially completed, reflect individually and/or with colleagues about what worked well and what, if anything, should be changed the next time the unit is implemented. Redirect your focus and then repeat the process with the next unit of study.

## Contact Us:

Lisa Padilla  
Partnership Executive - California  
[LPadilla@leadered.com](mailto:LPadilla@leadered.com)  
Mobile: 559.231.3397

Garrett Boyd  
Inside Partnership Executive - California  
[GBoyd@leadered.com](mailto:GBoyd@leadered.com)  
Mobile: 303.513.1892  
Office: 720.473.7453

Kyra Donovan  
Director of Professional Learning  
[KDonovan@leadered.com](mailto:KDonovan@leadered.com)  
Mobile: 971.412.5523

## International Center for Leadership in Education

*A division of Houghton Mifflin Harcourt*  
5680 Greenwood Plaza Blvd, Suite 550  
Greenwood Village, CO 80111  
[www.leadered.com](http://www.leadered.com)



## Investment Summary

| Component  | Investment         |
|--|--------------------|
| <p><b>Rigorous Curriculum Design: ELA</b><br/><i>4 Full-day, on-site lesson design and coaching sessions focused on production and implementation of ELA instructional units</i></p> <ul style="list-style-type: none"><li>- ICLE Consultant Tera Gall</li><li>- Participants will include ELA Design Team, and site and district leadership</li><li>- Continued monitoring and support from ICLE Director of Professional Learning Kyra Donovan</li></ul> <p><i>Training Dates:</i></p> <ul style="list-style-type: none"><li>• 11/5/18</li><li>• 11/6/18</li><li>• 3/18/19</li><li>• 3/19/19</li></ul> | \$13,000           |
| <b>Total (All inclusive)</b>   | <b>\$13,000.00</b> |

# TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

## AGREEMENT FOR SPECIAL CONTRACT SERVICES

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and Houghton Mifflin Harcourt Publishing Company, dba International Center for Leadership in Education, hereinafter referred to as "Contractor," is for consultant or special services to be performed by a non-employee of the District. District and Contractor, herein named, do mutually agree to the following terms and conditions:

1. Contractor shall perform the following duties: Four full-day, on site lesson design and coaching sessions focused on production and implementation of ELA instructional units with the Rigorous Curriculum Design Teams and in November and March District Early Release Monday meetings, working with all the teachers in the District 7-12 grade English Language Arts department

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 ( ) [ ] HOURS [x ] DAYS, under the terms of this agreement at the following location IMC Workroom and THS D210.

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

- a. District shall pay \$ 13,000.00 per [ ] HOUR [ ] DAY [X ] FLAT RATE, not to exceed a total of \$ 13,000.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
- b. District [ ] SHALL [X ] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ 0.00 for the term of this agreement.
- c. District shall make payment on a [ ] 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 November 5, 2018, and shall terminate on March 20, 2018.

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, Debra Schneider, at (209) 830.3252 x 1353 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.
8. Contractor enters into this Agreement as an independent contractor and not as an employee of the District. The Contractor shall have no power or authority by this Agreement to bind the District in any respect except as provided herein. Nothing in this Agreement shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Contractor are employees, agents, contractors or subcontractors of the Contractor and not of the District. The District shall not be obligated in any way to pay any wage claims or other claims made against Contractor by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this Agreement.
  - a. CONTRACTOR shall be required to provide proof (Certificate of Insurance) of comprehensive general liability insurance coverage in the amount of one million dollars (\$1,000,000.00) combined single limit per occurrence; two million dollars (\$2,000,000.00) general aggregate. A separate additional insured endorsement shall be provided to include the DISTRICT and its officers, officials, employees, agents and volunteers as additional insured in the policy. It is agreed that insurance coverage provided by CONTRACTOR herein is endorsed as primary and noncontributory to any similar insurance or self-insurance carried by DISTRICT. The DISTRICT reserves the right to adjust its insurance requirements as needed.
  - b. Contractor ☐ WILL ☒ WILL NOT have significant contact with students. If applicable, proof of professional liability insurance, to include one million dollars (\$1,000,000.00) per occurrence for Sexual Abuse/Molestation is also required. If applicable, CONTRACTOR will comply with the provisions of Education Code 45125 regarding the submission of fingerprints to the California Department of Justice and the completion of criminal background investigations of the CONTRACTOR and/or its employees.

Contractor agrees to hold harmless and to indemnify District for:

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

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

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

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

**AGREED:**

  
Contractor Signature

Title

IRS Identification Number

Director, Bids and Contracts

Title

Houghton Mifflin Harcourt

Address

125 High Street

Boston, MA 02110

Tracy Unified School District

Date

Account Number to be Charged

Department/Site Approval

Budget Approval

Date Approved by the Board



# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Brian R. Stephens, Superintendent  
**FROM:** Dr. Sheila Harrison, Associate Superintendent of Educational Services  
**DATE:** October 10, 2018  
**SUBJECT:** Approve Out of State Travel for Educational Services Staff to Present At and Attend the International Center for Educational Leadership (ICLE) Leadership Academy 2018 in Atlanta, GA November 1- 4, 2018

**BACKGROUND:** The International Center for Leadership in Education (ICLE) of Houghton Mifflin Harcourt partnered with the District to provide staff development beginning in 2014 with the Rigorous Curriculum Design (RCD) process. During the 2017-2018 and 2018-2019 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 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.

The International Center for Leadership in Education (ICLE), a division of Houghton Mifflin Harcourt (HMH), is uniquely qualified to assist Tracy Unified School District with the development and implementation of our continued district-wide initiative to foster rigorous and relevant learning environments. Since 1991, ICLE has been at the forefront of promoting rigorous and relevant instruction and developing effective instructional leaders. ICLE has produced proven strategies, techniques, and research-based programs that have helped states, districts, and schools drive student achievement through data driven instruction. As a division of HMH, ICLE is best able to support Tracy Unified in making connections between the designed Units of Study and the need to move toward increasing rigor, relevance, and relationships for all students.

**RATIONALE:** Consultants from ICLE have invited and requested that Dr. Sheila Harrison, Associate Superintendent of Educational Services attend the ICLE Leadership Academy 2018 and participate in a presentation to highlight the work Tracy Unified staff has done with the Rigorous Curriculum Design (RCD) process and the implementation of the Rigor/Relevance Framework to support instruction. In addition, the valuable partnership between ICLE and the District will be highlighted as well as the Data Insights Prototype the District has been engaged in with them this fall to make student achievement data more visible.

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:** ICLE will pay for the cost of air travel, hotel and conference registration. The District will pay for airport parking/transportation, mileage and meals not to exceed \$360.00 and will be paid by District Carryover Title I funds.

**RECOMMENDATION:** Approve Out of State Travel for Educational Services Staff to Present At and Attend the International Center for Educational Leadership (ICLE) Leadership Academy 2018 in Atlanta, GA November 1- 4, 2018

**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:** October 9, 2018  
**SUBJECT:** Approve Rachel's Challenge assemblies including materials to support the Friends of Rachel (FOR) Club for George Kelly Elementary School

**BACKGROUND:** Rachel's Challenge is a pro-social series of assemblies that are intended to promote kindness and compassion between children. The purpose of this program is to ensure inclusivity for students, and is supported by the Friends of Rachel Club, where students learn kindness and inclusion strategies.

**RATIONALE:** The Rachel's Challenge program brings in presenters from Rachel's Challenge to perform three assemblies on the school site on January 29, 2019 (two assemblies during school hours, and one assembly in the evening—for families). The central theme of these assemblies is to promote kindness, compassion, and inclusion.

**FUNDING:** All materials and assembly fees total \$6,500.00. The fees will be paid completely via donations from the George Kelly Elementary School Parent Teacher Organization [KES PTO]. The KES PTO will donate monies to George Kelly Elementary School, and George Kelly Elementary School will use the donation funds to pay for the services and materials.

**RECOMMENDATION:** Approve Rachel's Challenge assemblies including materials to support the Friends of Rachel (FOR) club for George Kelly Elementary School.

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

# TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

## AGREEMENT FOR SPECIAL CONTRACT SERVICES

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and Rachel's Challenge, 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: Present a series of three (3) assemblies on the same day.  
Two of the assemblies will happen during the school day. The third assembly will happen in the evening on 01/29/2019, and is intended to  
include families and community members.

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 one (1) [ ] HOURS [X] DAYS, under the terms of this agreement at the following location George Kelly Elementary School.
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
  - a. District shall pay \$6,500.00 per [ ] HOUR [ ] DAY [X] FLAT RATE, not to exceed a total of \$6,500.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
  - b. District [ ] SHALL [X] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$0.00 for the term of this agreement.
  - c. District shall make payment on a [ ] 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 January 29, 2019, and shall terminate on January 29, 2019.
5. This agreement may be terminated at any time during the term by either party upon fourteen <sup>14</sup> 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, Michael Bunch, at (209) 830-3390 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.
8. Contractor enters into this Agreement as an independent contractor and not as an employee of the District. The Contractor shall have no power or authority by this Agreement to bind the District in any respect except as provided herein. Nothing in this Agreement shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Contractor are employees, agents, contractors or subcontractors of the Contractor and not of the District. The District shall not be obligated in any way to pay any wage claims or other claims made against Contractor by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this Agreement.
  - a. CONTRACTOR shall be required to provide proof (Certificate of Insurance) of comprehensive general liability insurance coverage in the amount of one million dollars (\$1,000,000.00) combined single limit per occurrence; two million dollars (\$2,000,000.00) general aggregate. A separate additional insured endorsement shall be provided to include the DISTRICT and its officers, officials, employees, agents and volunteers as additional insured in the policy. It is agreed that insurance coverage provided by CONTRACTOR herein is endorsed as primary and noncontributory to any similar insurance or self-insurance carried by DISTRICT. The DISTRICT reserves the right to adjust its insurance requirements as needed.
  - b. Contractor [ ] WILL [X] WILL NOT have significant contact with students. If applicable, proof of professional liability insurance, to include one million dollars (\$1,000,000.00) per occurrence for Sexual Abuse/Molestation is also required. If applicable, CONTRACTOR will comply with the provisions of Education Code 45125 regarding the submission of fingerprints to the California Department of Justice and the completion of criminal background investigations of the CONTRACTOR and/or its employees.

Contractor agrees to hold harmless and to indemnify District for:

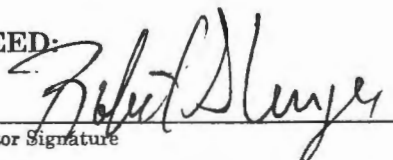
Any injury to person or property sustained by Contractor or by any person, firm or corporation employed directly or indirectly by the Contractor or by any of the individuals participating in or associated with him or her, however caused; and any injury to person or property sustained by any person, firm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

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

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

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

AGREED:

 CEO  
Contractor Signature Title

TRS Identification Number

U.

Title

CEO

Address

7901 Southpark Plz, #210

Littleton, CO 80120

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:** June 4, 2018  
**SUBJECT:** Approve Agreement for Special Contract Services for Tim Brown (Solution Tree) to Present to Kelly Elementary School Certificated Staff at the January 25, 2019 District Staff Development Buy-back Day

**BACKGROUND:** Solution Tree is a vendor overseeing the Professional Learning Community process. Tim Brown is a consultant for Solution Tree, who specializes in collecting, analyzing, and using data trends to influence classroom instruction.

**RATIONALE:** Having Tim Brown come to KES on January 25, 2019 (TUSD Staff Development Buy-back Day) to provide focused professional development to the certificated staff offers an opportunity for the entire staff to work with and interact with Mr. Brown. The staff is focused on building common formative assessments for all core content areas. Mr. Brown's expertise in collecting data, analyzing it for meaning, and then applying data to inform instruction will help the KES staff ensure that teachers are keeping track of students' performances, and both enrich/intervene on students' performance as the data indicate. This agenda item supports District Strategic Goal #1: Prepare all students to be well rounded individuals with the knowledge and skills to pursue their college and/or career goals and District Strategic Goal #2: Hire, support, develop, train, and sustain district employees who create a singleness of purpose focused on maximizing students' academic, social, and emotional potential.

**FUNDING:** All materials and assembly fees total approximately \$6,500.00. The fees will be paid completely via FARM monies that were distributed to KES during the 2017-2018 school year. There will be no ongoing costs, following Mr. Brown's presentation and workshops.

**RECOMMENDATION:** Approve Agreement for Special Contract Services for Tim Brown (Solution Tree) to Present to Kelly Elementary School Certificated Staff at the January 25, 2019 District Staff Development Buy-back Day

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

# TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

## AGREEMENT FOR SPECIAL CONTRACT SERVICES

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

1. Contractor shall perform the following duties: Provide a one-day professional development training, facilitated by Mr. Tim Brown, on January 25, 2018. The focus of this professional development training is to use ongoing formative data collection to inform our ongoing instructional decision-making.

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 one (1) [ ] HOURS [X] DAYS, under the terms of this agreement at the following location George Kelly School.

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

- a. District shall pay \$6,500.00 per [ ] HOUR [ ] DAY [X] FLAT RATE, not to exceed a total of \$6,500.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
- b. District [ ] SHALL [X] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$0.00 for the term of this agreement.
- c. District shall make payment on a [ ] 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 January 25, 2019, and shall terminate on January 25, 2019.

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



6. Amendments, changes or modifications in the terms of this Agreement may only be made at any time by mutual written agreement between the parties hereto and shall be signed by the persons authorized to bind the parties hereto.
7. Contractor shall contact the District's designee, Dr. Michael Bunch, at (209) 830-3390 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.
8. Contractor enters into this Agreement as an independent contractor and not as an employee of the District. The Contractor shall have no power or authority by this Agreement to bind the District in any respect except as provided herein. Nothing in this Agreement shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Contractor are employees, agents, contractors or subcontractors of the Contractor and not of the District. The District shall not be obligated in any way to pay any wage claims or other claims made against Contractor by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this Agreement.
  - a. CONTRACTOR shall be required to provide proof (Certificate of Insurance) of comprehensive general liability insurance coverage in the amount of one million dollars (\$1,000,000.00) combined single limit per occurrence; two million dollars (\$2,000,000.00) general aggregate. A separate additional insured endorsement shall be provided to include the DISTRICT and its officers, officials, employees, agents and volunteers as additional insured in the policy. It is agreed that insurance coverage provided by CONTRACTOR herein is endorsed as primary and noncontributory to any similar insurance or self-insurance carried by DISTRICT. The DISTRICT reserves the right to adjust its insurance requirements as needed.
  - b. Contractor ☐ WILL ☒ WILL NOT have significant contact with students. If applicable, proof of professional liability insurance, to include one million dollars (\$1,000,000.00) per occurrence for Sexual Abuse/Molestation is also required. If applicable, CONTRACTOR will comply with the provisions of Education Code 45125 regarding the submission of fingerprints to the California Department of Justice and the completion of criminal background investigations of the CONTRACTOR and/or its employees.

Contractor agrees to hold harmless and to indemnify District for:


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

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

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

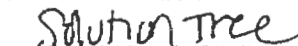
10. Contractor certifies that his or her current employer, if any, is fully cognizant of this Agreement and that payments hereunder are not in conflict with any federal, state, or local statutes, rules or regulations or with any policies of Contractor's current employer. Contractor covenants that neither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

AGREED:

 9/26/18  
Contractor Signature Title of PD

Tracy Unified School District

IRS Identification Number

  
Title

Date

Account Number to be Charged

535 N. Martin Ave

Address  
Bloomington, IN 47404

Department/Site Approval

Budget Approval

Date Approved by the Board





# EDUCATIONAL SERVICES MEMORANDUM

---

**TO:** Dr. Brian Stephens, Superintendent  
**FROM:** Dr. Sheila Harrison, Associate Superintendent of Educational Services  
**DATE:** October 4, 2018  
**SUBJECT:** **Approve Overnight Travel for Mrs. Jennifer Grover, Tracy High School Choir Teacher, Audrey Boyd, Jacob Grover, Justin Maas-Espinoza and Kyle Vergara to Attend the CAL ACDA Regional Honor Choir in Clovis, CA on November 15-17, 2018**

**BACKGROUND:** Participation in the CAL ACDA Regional Honor Choir is a prestigious honor for those talented choir students, selected by rigorous audition. These four students from Tracy High will be provided the grand opportunity to perform with this, the highest of honor ensembles, directed by world-class, renowned conductors. Mrs. Jennifer Grover, Advisor, an approved District driver, will transport the students to and from the event in her private vehicle. Additionally, Mrs. Grover will act as chaperone for the trip. They will stay at the Comfort Inn Suites, in Fresno, CA.

**RATIONALE:** It is goal of the Tracy High School Performing Arts Magnet to provide students with increased performance opportunities. Our four students, Audrey Boyd, Jacob Grover, Justin Maas-Espinoza and Kyle Vergara are uniquely qualified to participate in this event and represent their own, and Tracy High's dedication to music. They are recognized members of Tracy High School's Madrigals Choir. This aligns with District Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or career.

**FUNDING:** The total will not exceed \$3,000. Expenses for the ACDA Regional Honor Choir will be paid out of the Choir Council account (Hotel costs and travel expenses), the ASB account, and students' family contributions. Fundraiser(s) will be available to pay for those students who are unable to fund their own trip. The Performing Arts Magnet at Tracy High School has provided the budget to fund the cost of the substitute teacher.

**RECOMMENDATION:** Approve Overnight Travel for Mrs. Jennifer Grover, Tracy High School Choir Teacher, Audrey Boyd, Jacob Grover, Justin Maas-Espinoza and Kyle Vergara to Attend the CAL ACDA Regional Honor Choir in Clovis, CA on November 15-17, 2018.

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



# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Brian Stephens, Superintendent  
**FROM:** Dr. Sheila Harrison, Associate Superintendent of Educational Services  
**DATE:** October 2, 2018  
**SUBJECT:** Approve Out of State Travel for One Art Freiler School Assistant Principal and Five Art Freiler Teachers to Attend Kagan Cooperative Learning in Las Vegas, NV on February 15-18, 2019

**BACKGROUND:** The Kagan Cooperative Learning, Kagan Structures for Engagement and Achievement, 4-day institute provides teachers with the tools to create full student engagement with Kagan Structures – simple yet powerful cooperative learning instructional strategies. Students will experience deeper understanding of the content, improved retention, and greater liking for class and content. Supported by a large body of scientific research, and proven effective in countless classrooms, schools, and districts, this revolutionary way to teach is transforming teaching and learning. The structures empower students and teachers to use teamwork and pairs to create a greater level of engagement and directly applies to the Rigor and Relevance Framework teachers have been learning about and implementing this year. These structures will aide our teachers in developing quadrant D lessons where students are thinking and working in their lessons. This is not merely, group work the difference is between engaging some and engaging all students. Kagan Structures engage all students. Classrooms that implement Kagan structures have fewer discipline problems. Because the structures are so cooperative and interactive, they work wonders for students’ social skill and language development.

**RATIONALE:** This Agenda item supports District Strategic Goal #2 – Hire, support, develop, train and sustain District employees who create a singleness of purpose focused on maximizing students’ academic, social, and emotional potential.

**FUNDING:** Total cost for the four-day institute will not exceed \$12,366 for one assistant principal and five teachers. Funding will be provided by Title I Carryover funds.

**RECOMMENDATION:** Approve Out of State Travel for one Art Freiler School Assistant Principal and Five Art Freiler Teachers to Attend Kagan Cooperative Learning in Las Vegas, NV on February 15-18, 2019.

**Prepared by:** Karen Alcorn, Principal, Art Freiler School.



# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Brian R. Stephens, Superintendent  
**FROM:** Dr. Sheila Harrison, Associate Superintendent of Educational Services  
**DATE:** October 16, 2018  
**SUBJECT:** **Approve Agreement for Special Contract Services with Houghton Mifflin Harcourt for Data Insight Services for the 2018-2019 School Year**

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

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

This agenda request meets District Strategic Goal #1: Prepare all students to well-rounded individuals with the knowledge and skills to pursue their college and/or career goals; District Strategic Goal #2: Hire, support, develop, train, and sustain District employees who create a singleness of purpose focused on maximizing students' academic, social, and emotional potential; and District Strategic Goal #3: Apply fiscal, operational and community resources to ensure a safe learning environment that supports staff and student goals.

**FUNDING:** The cost for the contract for the 2018-2019 school year is \$29,850.00 and will be paid by District LCFF funds.

**RECOMMENDATION:** Approve Agreement for Special Contract Services with Houghton Mifflin Harcourt for Data Insight Services for the 2018-2019 School Year.

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

# Data Insight

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

## Proposed Comprehensive Scope of Work for

Tracy Unified School District

### What We Heard

As discussed in our most recent meeting on Oct 8, 2018 you expressed a continued need to measure the progress that the students are making at Tracy USD based on the data from SBAC, Math Diagnostic, RCD units and other data sets combined. There is a critical need to turn data into actionable insights by triangulating data from multiple sources, creating visualizations, and sharing these insights and visualizations with right stakeholders across the district. There's also a need at the district to build capacity around data management and improving data quality.

### How We Can Help

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

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

**Needs Assessment:** HMH education and data experts meet in-person with the district leadership, to understand districts goals and objective and to translate those goals into questions. The HMH team also works with the district to understand where data currently resides to help answer these questions.

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

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

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

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

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

## Our Recommended Strategy

Based on the work during the 2018 prototype and ongoing conversations with Tracy USD leadership; The HMM Data Services team recommends a partnership model that will enable our highly-qualified engineering and consultant team to work closely with Tracy USD leaders to turn their data into meaningful and actionable insights.

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

**Component 1:** *Data Insight Storage, Visualization, and Technical Support*

**Component 2:** *Data Insight Consultation*

**Component 3:** *Data Coaching*

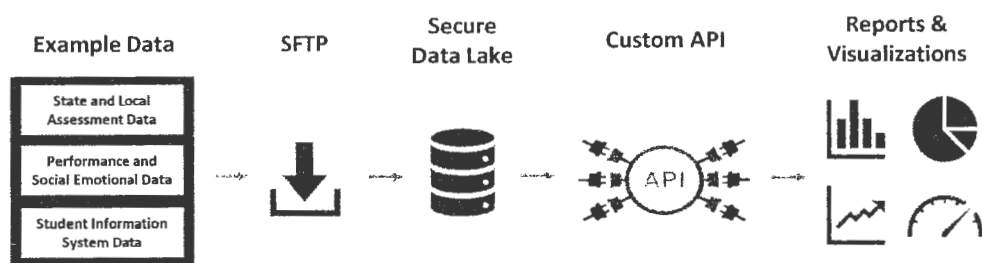
## Component 1: Data Insight Solution

The procurement, setup, and maintenance of an effective data infrastructure can place a heavy burden on the staff and technology ecosystem of your district. HMM's Data Insight solution removes these challenges by providing access to the technology and services you need to stand up a secure data analytics solution. This includes the highly scalable storage capability of Data Lakes and the power of business intelligence tools to share and consume the information.

Our FERPA and COPPA compliant, cloud-based data lake storage solution will allow your district to scale based on the changes that may occur. Our data engineers will partner with your staff to identify, load, and

transfer appropriate data using a secure file transfer protocol (SFTP) location. Our HMH engineers will take it from there, maintaining your data security and privacy throughout the process.

### Data flow diagram for HMH Data Insight



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

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

## **Component 2: Data Insight Implementation & Consultation**

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

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

### Data Insight – Implementation Consultation

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

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

**Learning Outcomes:**

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

### **Component 3: Data Coaching**

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

The following areas were identified for ongoing data coaching support.

- Support data aligned to ELA to support an improved and ongoing data pipeline.
- Assess current systems and practices around data entry and data management
- Implement practices to support data quality



## Implementation Timeline

The Implementation Timeline below is designed to provide a tentative roadmap for the implementation.

| Time Frame                      | Event   |
|---------------------------------|---|
| <b>October 2018 – June 2019</b> |   |
| <b>October - December</b>       | Data Acquisition and Configuration                |
|                                 | Data Analysis and Visualization                   |
|                                 | On-Site Implementation Workshop                   |
|                                 | *District Gains Access to the Newly Analyzed Data |
| <b>January - March</b>          | In-Person Coaching Visit                          |
| <b>April - June</b>             | In-Person Coaching Visit                          |



## Investment Summary

| Components  | Investment      |
|---|-----------------|
| <b>Data Insight Storage, Visualization, and Technical Support</b><br><i>Access through June 2019</i>  | \$13,500        |
| <b>Data Consultation and Engineering Support</b><br><i>Includes Data Insight engineering support for 3 new data sets and 10 additional visualizations, project management services, and one-half day of onsite Data Insight consultation.</i> | \$10,450        |
| <b>Data Coaching</b><br><i>Includes 2 days of onsite Data Coaching</i>  | \$5,900         |
| <b>Total Investment</b>   | <b>\$29,850</b> |

*Presented by:*

Kyra Donovan, ICLE Director of Professional Learning | [Kyra.Donovan@hnhco.com](mailto:Kyra.Donovan@hnhco.com) |

Phone: 503.349.9022

Aish Agrawal, Sr. Director Data Services, HMH | [Aish.Agrawal@hnhco.com](mailto:Aish.Agrawal@hnhco.com) |

Phone: 617.990.7840

# TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

## AGREEMENT FOR SPECIAL CONTRACT SERVICES

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

1. Contractor shall perform the following duties: Data Insight Services: Data Insight storage, Visualization and Technical Support; Data Insight Engineering support for 3 new data sets and 10 additional visualizations, project management services and one-half day of onsite Data Insight Consultation; Includes 2 days of onsite Data Coaching (See HMH Proposed Comprehensive Scope of Work attached)

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

2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 8 1/2 Months October 2018-June 2019 ( ) [ ] HOURS [ ] DAYS, under the terms of this agreement at the following location Tracy Unified School District.

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

- a. District shall pay \$ 29,850.00 per [ ] HOUR [ ] DAY [X] FLAT RATE, not to exceed a total of \$ 29,850.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
- b. District [ ] SHALL [X] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ 0 for the term of this agreement.
- c. District shall make payment on a [ ] MONTHLY PROGRESS BASIS [X] SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.

4. The terms of the agreement shall commence on October 24, 2018, and shall terminate on June 30, 2019.

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

6. Amendments, changes or modifications in the terms of this Agreement may only be made at any time by mutual written agreement between the parties hereto and shall be signed by the persons authorized to bind the parties hereto.
7. Contractor shall contact the District's designee, Dr. Sheila Harrison, at (209) 830-3202 ext 1012 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.
8. Contractor enters into this Agreement as an independent contractor and not as an employee of the District. The Contractor shall have no power or authority by this Agreement to bind the District in any respect except as provided herein. Nothing in this Agreement shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Contractor are employees, agents, contractors or subcontractors of the Contractor and not of the District. The District shall not be obligated in any way to pay any wage claims or other claims made against Contractor by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this Agreement.
  - a. CONTRACTOR shall be required to provide proof (Certificate of Insurance) of comprehensive general liability insurance coverage in the amount of one million dollars (\$1,000,000.00) combined single limit per occurrence; two million dollars (\$2,000,000.00) general aggregate. A separate additional insured endorsement shall be provided to include the DISTRICT and its officers, officials, employees, agents and volunteers as additional insured in the policy. It is agreed that insurance coverage provided by CONTRACTOR herein is endorsed as primary and noncontributory to any similar insurance or self-insurance carried by DISTRICT. The DISTRICT reserves the right to adjust its insurance requirements as needed.
  - b. Contractor [ ☐ ] WILL [X] WILL NOT have significant contact with students. If applicable, proof of professional liability insurance, to include one million dollars (\$1,000,000.00) per occurrence for Sexual Abuse/Molestation is also required. If applicable, CONTRACTOR will comply with the provisions of Education Code 45125 regarding the submission of fingerprints to the California Department of Justice and the completion of criminal background investigations of the CONTRACTOR and/or its employees.

Contractor agrees to hold harmless and to indemnify District for:

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

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

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

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

#### AGREED:

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 \_\_\_\_\_



# HUMAN RESOURCES MEMORANDUM

**TO:** Dr. Brian Stephens, Superintendent  
**FROM:** Tammy Jalique, Associate Superintendent for Human Resources  
**DATE:** October 15, 2018  
**SUBJECT:** **Accept Resignations/Retirements/Leave of Absence for Classified, Certificated, and/or Management Employment**

## **BACKGROUND:**

## **CLASSIFIED RESIGNATION**

| <u>NAME/TITLE</u>   | <u>SITE</u>        | <u>EFFECTIVE DATE</u> | <u>REASON</u>  |
|---|--------------------|-----------------------|--|
| Biehl, Lucia<br>Assistant to the Director<br>of Special Education | DEC/<br>Special Ed | 10/15/18              | Accepted Elementary School<br>Secretary Position at George<br>Kelly School |
| Duarte, Nicole<br>Food Service Worker                             | Hirsch             | 09/26/18              | Accepted Special Ed Para<br>Ed I position at Bohn                          |
| Kalia, Meenakshi<br>IEP Para Ed I                                 | Stein              | 09/26/18              | Accepted Special Ed Para<br>Ed I position at THS                           |
| Kronenberg, Nanette<br>Para Educator I                            | McKinley           | 10/01/18              | Accepted a 3.5 hour per day<br>Para Ed I position at<br>McKinley           |
| McIntyre, Sharelle<br>IEP Para Educator I                         | Hirsch             | 10/9/18               | Accepted a 4 hour per day<br>IEP Para Ed I position                        |
| Minkel-Piazza, Joan<br>School Supervision Assist.                 | Hirsch             | 10/2/18               | Accepted a Para Ed I position<br>at Hirsch                                 |

## **BACKGROUND:**

## **CERTIFICATED RESIGNATION**

| <u>NAME/TITLE</u> | <u>SITE</u> | <u>EFFECTIVE DATE</u> | <u>REASON</u> |
|-------------------|-------------|-----------------------|---------------|
| Karin Sanchez     | Jacobson    | 10/16/18              | Personal      |

**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 for Human Resources  
**DATE:** October 11, 2018  
**SUBJECT:** Approve Classified, Certificated, and/or Management Employment

## BACKGROUND:

Lance, David

Lipkin, Dayna

Nagel, Augusta

Sordello, Teresa

Tamez, Jessica

## CERTIFICATED

SDC (Replacement)  
West High School  
Class I, Step 1 "A", \$38,375.50  
Funding: Restricted Funds

7<sup>th</sup> Grade Core (Replacement)  
Monte Vista Middle School  
Class I, Step 1 "A", \$34,866.80  
Funding: General Fund

SDC (Replacement)  
Williams Middle School  
Class I, Step 1, "A", \$37,024.80  
Funding: Restricted Funds

Science (New)  
Monte Vista Middle School  
Class VI, Step 19, "B", \$66,868.23  
Funding: General Fund

RSP (Replacement)  
West High School  
Class I, Step 1, "A", \$36,214.04  
Funding: Restricted Funds

## BACKGROUND:

Biehl, Lucia

## MANAGEMENT / CLASSIFIED CONFIDENTIAL

Elementary School Secretary (Replacement)  
George Kelly School  
Range 8, LMH – Step A - \$24.18 per hour  
8 hours per day  
Funding: General Fund

**BACKGROUND:**

Avalos, Sofia

Bledsaw, Malinda

Brusca, Charleen

Castro-Crawford, Gina

Duarte, Nicole

Gomez-Zamora, Mario Alberto

Jimerson, Teela

Kalia, Meenakshi

**CLASSIFIED**

Para Educator I (Replacement)  
Villalovoz Elementary School  
Range 24, Step A - \$14.35 per hour  
3 hours per day  
Funding: IASA Title I

High School Administrative Secretary  
(Replacement)  
Tracy High School  
Range 32, Step A - \$17.26 per hour  
8 hours per day  
Funding: General Fund

Special Ed Para Educator I (New)  
Poet Christian Elementary School  
Range 24, Step C - \$15.73 per hour  
6.5 hours per day  
Funding: Special Education

High School Library Technician  
(Replacement)  
Tracy High School  
Range 31, Step A - \$16.88 per hour  
35 hours per week  
Funding: State Lottery

Special Ed Para Educator I (Replacement)  
Bohn Elementary School  
Range 24, Step E - \$17.26 per hour  
6.5 hours per day  
Funding: Special Education

Special Ed Para Educator I (New)  
George Kelly School  
Range 24, Step A - \$14.35 per hour  
6.5 hours per day  
Funding: Special Education

Special Ed Para Educator I (Replacement)  
Central Elementary School  
Range 24, Step A - \$14.35 per hour  
6.5 hours per day  
Funding: Special Education

Special Ed Para Educator I (New)  
Tracy High School  
Range 24, Step E - \$17.26 per hour  
6.5 hours per day  
Funding: Special Education

|                       |   |
|-----------------------|---|
| Kronenberg, Nanette   | Para Educator I (New)<br>McKinley Elementary School<br>Range 24, Step E - \$17.26 per hour<br>3.5 hours per day<br>Funding: IASA – Title I            |
| Longoria, Heidi       | Special Ed Para Educator I (New)<br>Kimball High School<br>Range 24, Step E - \$17.26 per hour<br>6.5 hours per day<br>Funding: Special Education     |
| McIntyre, Sharelle    | I.E.P. Para Educator I (Replacement)<br>Stein High School<br>Range 24, Step E - \$17.26 per hour<br>4 hours per day<br>Funding: Special Education     |
| Madrigal, Ana         | Bilingual Para Educator I (Replacement)<br>Art Freiler School<br>Range 24, Step C - \$15.73 per hour<br>4 hours per day<br>Funding: Targeted EL       |
| Martinez, Evelyn      | Para Educator I (Replacement)<br>George Kelly School<br>Range 24, Step A - \$14.35 per hour<br>3 hours per day<br>Funding: Targeted EL                |
| Minkel-Piazza, Joan   | Para Educator I (Replacement)<br>Hirsch Elementary School<br>Range 24, Step C - \$15.73 per hour<br>3 hours per day<br>Funding: Targeted SES          |
| Moreno Pacheco, Mayra | Special Ed Para Educator I (New)<br>South/West Park<br>Range 24, Step C - \$15.73 per hour<br>6.5 hours per day<br>Funding: Special Education         |
| Murzi, Celina         | Special Ed Para Educator I (New)<br>North Elementary School<br>Range 24, Step C - \$15.73 per hour<br>6.5 hours per day<br>Funding: Special Education |



Nelson, Jennifer

Special Ed Para Educator I (New)  
McKinley Elementary School  
Range 24, Step A - \$14.35 per hour  
6.5 hours per day  
Funding: Special Education

Ramini, Soujanya

School Supervision Assistant (Replacement)  
Villalovoz Elementary School  
Range 21, Step C - \$14.69 per hour  
2 hours per day  
Funding: General Fund

Rancatore, Karin

Special Ed Para Educator I (New)  
Hirsch Elementary School  
Range 24, Step C - \$15.73 per hour  
6.5 hours per day  
Funding: Special Education

**BACKGROUND:**

Wichman, Robert

**COACHES**

Sophomore Baseball  
West High School  
Stipend: \$4,465.00

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

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



# HUMAN RESOURCES MEMORANDUM

**TO:** Dr. Brian Stephens, Superintendent  
**FROM:** Tammy Christensen, Associate Superintendent for Human Resources  
**DATE:** October 20, 2018  
**SUBJECT:** **Adopt the District's Initial Bargaining Proposal for the Tracy Educators Association (TEA) for the 2019-2020 School Year and submit it for Negotiations**

**BACKGROUND:** The current three-year Master Agreement between the Tracy Educators Association (TEA) and the Tracy Unified School District (TUSD) calls for reopener negotiations for the 2019-2020 contract year. TEA is requesting to meet and negotiate with the District as shared in TEA's sunshine proposal.

**RATIONALE:** TEA's sunshine proposal was presented to the Board at the regularly scheduled board meeting on September 25, 2018 (see attached). The District is requesting to open Article XIII, Salaries (Compensation); and Article XIV, Fringe Benefits.

Pursuant to TEA's sunshine proposal, the District is also willing to open other articles by mutual agreement if, in the course of negotiations for the 2019-2020 school year, changes in one of the currently open articles necessitates changes in other articles not currently open.

**FUNDING:** N/A

**RECOMMENDATION:** Adopt the District's Initial Bargaining Proposal for the Tracy Educators Association (TEA) for the 2019-2020 School Year and submit it for Negotiations.

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



# HUMAN RESOURCES MEMORANDUM

**TO:** Dr. Brian Stephens, Superintendent  
**FROM:** Tammy Jalique, Associate Superintendent for Human Resources  
**DATE:** September 10, 2018  
**SUBJECT:** **Acknowledge Receipt of Tracy Educators Association's (TEA) Sunshine Proposal for the 2019-2020 School Year**

**BACKGROUND:** For the 2019-20 reopener contract negotiations, TEA is requesting to meet and negotiate the following articles:

- VI Hours
- VII Duties
- XII Class size
- XIII Salary
- XIV Fringe Benefits

**FUNDING:** N/A

**RECOMMENDATION:** Acknowledge Receipt of Tracy Educators Association's (TEA) Sunshine Proposal for the 2019-2020 School Year.

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



# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Brian R. Stephens, Superintendent  
**FROM:** Dr. Sheila Harrison, Associate Superintendent of Educational Services  
**DATE:** October 10, 2018  
**SUBJECT:** Adopt Revisions to Board Policies and Acknowledge Administrative Regulation (First Reading)

**BACKGROUND:** On October 5, 2017, Governor Jerry Brown signed in to law AB 699, which establishes certain protections for immigrant students in California. AB 699 went into effect on January 1, 2018 and requires that all local educational agencies in California implement additional protections to ensure that all students, regardless of immigration status or country of birth, have the opportunity to pursue their education without undue fear or risk. Part of this process includes the requirement to update discrimination policies. There are several Board Policies or Administrative Regulations identified by CSBA as needing revision to address requirements of AB 699. Some require revision to match current CSBA language or will be adopted as new policies.

**RATIONALE:** The attached policies and administrative regulations required changes to match CSBA guidelines, or are being proposed as new policies to adopt. Unless specifically stated, all of the proposed changes reflect language proposed by the California School Board Association.

| BP/AR  | Required Change     | Notes  |
|--|---------------------|--|
| BP 0410<br>Nondiscrimination in District Programs and Activities | Adopt new BP 0410   | The proposed BP is new, and does not replace any existing BP or AR. The proposed BP exactly replicates the language recommended by CSBA. |
| BP 5022<br>Student Family Privacy Laws                           | Adopt new BP 5022   | The proposed BP is new, and does not replace any existing BP or AR. The proposed BP exactly replicates the language recommended by CSBA. |
| BP 5111.1<br>District Residency                                  | Adopt new BP 5111.1 | The proposed BP is new, and does not replace any existing BP or AR. The proposed BP exactly replicates the language recommended by CSBA. |
| AR 5111.1  | Acknowledge new     | The proposed AR is new, and does   |

|                            |                        |  |
|----------------------------|------------------------|--|
| District Residency         | AR 5111.1              | not replace any existing BP or AR. The proposed AR exactly replicates the language recommended by CBSA.                                  |
| <b>BP/AR</b>               | <b>Required Change</b> | <b>Notes</b>   |
| BP 5125<br>Student Records | Adopt new BP 5125      | The proposed BP is new, and does not replace any existing BP or AR. The proposed BP exactly replicates the language recommended by CSBA. |

**FUNDING:** N/A

**RECOMMENDATION:** Adopt Revisions to Board Policies and Acknowledge Administrative Regulation (First Reading).

**Prepared by:** Mr. Rob Pecot, Director of Student Services and Curriculum.

## Philosophy, Goals, Objectives and Comprehensive Plans

The Governing Board is committed to providing equal opportunity for all individuals in district programs and activities. District programs, activities, and practices shall be free from unlawful discrimination, including discrimination against an individual or group based on race, color, ancestry, nationality, national origin, immigration status, ethnic group identification, ethnicity, socio economic state, age, religion, marital status, pregnancy, parental status, physical or mental disability, sex, sexual orientation, gender, gender identity, gender expression, or genetic information; a perception of one or more of such characteristics; or association with a person or group with one or more of these actual or perceived characteristics.

(cf. 1240 - Volunteer Assistance)  
 (cf. 4030 - Nondiscrimination in Employment)  
 (cf. 4032 - Reasonable Accommodation)  
 (cf. 4033 - Lactation Accommodation)  
 (cf. 4119.11/4219.11/4319.11 - Sexual Harassment)  
 (cf. 4161.8/4261.8/4361.8 - Family Care and Medical Leave)  
 (cf. 5131.2 - Bullying)  
 (cf. 5145.3 - Nondiscrimination/Harassment)  
 (cf. 5145.7 - Sexual Harassment)  
 (cf. 5145.9 - Hate-Motivated Behavior)  
 (cf. 5146 - Married/Pregnant/Parenting Students)  
 (cf. 6145 - Extracurricular and Cocurricular Activities)  
 (cf. 6145.2 - Athletic Competition)  
 (cf. 6164.4 - Identification and Evaluation of Individuals for Special Education)  
 (cf. 6164.6 - Identification and Education Under Section 504)  
 (cf. 6178 - Career Technical Education)  
 (cf. 6200 - Adult Education)

All individuals shall be treated equitably in the receipt of district and school services. Personally identifiable information collected in the implementation of any district program, including, but not limited to, student and family information for the free and reduced-price lunch program, transportation, or any other educational program, shall be used only for the purposes of the program, except when the Superintendent or designee authorizes its use for another purpose in accordance with law. Resources and data collected by the district shall not be used, directly or by others, to compile a list, registry, or database of individuals based on race, gender, sexual orientation, religion, ethnicity, national origin, or immigration status or any other category identified above.

(cf. 3540 - Transportation)  
 (cf. 3553 - Free and Reduced Price Meals)  
 (cf. 5145.13 - Response to Immigration Enforcement)

District programs and activities shall be free of any racially derogatory or discriminatory school or athletic team names, mascots, or nicknames.

The Superintendent or designee shall annually review district programs and activities to ensure the removal of any derogatory or discriminatory name, image, practice, or other barrier that may unlawfully prevent an individual or group in any of the protected categories stated above from accessing district programs and activities. He/she shall take prompt, reasonable actions to remove any identified barrier. The Superintendent or designee shall report his/her findings and recommendations to the Board after each review.

(cf. 1330 - Use of Facilities)

All allegations of unlawful discrimination in district programs and activities shall be investigated and resolved in accordance with the procedures specified in AR 1312.3 - Uniform Complaint Procedures.

(cf. 1312.3 - Uniform Complaint Procedures)

Pursuant to 34 CFR 104.8 and 34 CFR 106.9, the Superintendent or designee shall notify students, parents/guardians, employees, employee organizations, applicants for admission and employment, and sources of referral for applicants about the district's policy on nondiscrimination and related complaint procedures. Such notification shall be included in the annual parental notification distributed pursuant to Education Code 48980 and, as applicable, in announcements, bulletins, catalogs, handbooks, application forms, or other materials distributed by the district. The notification shall also be posted on the district's web site and social media and in district schools and offices, including staff lounges, student government meeting rooms, and other prominent locations as appropriate.

(cf. 1113 - District and School Web Sites)

(cf. 1114 - District-Sponsored Social Media)

(cf. 4112.9/4212.9/4312.9 - Employee Notifications)

(cf. 5145.6 - Parental Notifications)

In addition, the annual parental notification shall inform parents/guardians of their children's right to a free public education regardless of immigration status or religious beliefs, including information on educational rights issued by the California Attorney General. Alternatively, such information may be provided through any other cost-effective means determined by the Superintendent or designee. (Education Code 234.7)

The district's nondiscrimination policy and related informational materials shall be published in a format that parents/guardians can understand. In addition, when 15 percent or more of a school's students speak a single primary language other than English, those materials shall be translated into that other language.

Access for Individuals with Disabilities

District programs and facilities, viewed in their entirety, shall be in compliance with the Americans with Disabilities Act (ADA) and any implementing standards and/or regulations. When structural changes to existing district facilities are needed to provide individuals with

disabilities access to programs, services, activities, or facilities, the Superintendent or designee shall develop a transition plan that sets forth the steps for completing the changes.

(cf. 6163.2 - Animals at School)  
 (cf. 7110 - Facilities Master Plan)  
 (cf. 7111 - Evaluating Existing Buildings)

The Superintendent or designee shall ensure that the district provides appropriate auxiliary aids and services when necessary to afford individuals with disabilities equal opportunity to participate in or enjoy the benefits of a service, program, or activity. These aids and services may include, but are not limited to, qualified interpreters or readers, assistive listening devices, assistive technologies or other modifications to increase accessibility to district and school web sites, notetakers, written materials, taped text, and Braille or large-print materials. Individuals with disabilities shall notify the Superintendent or principal if they have a disability that requires special assistance or services. Reasonable notification should be given prior to a school-sponsored function, program, or meeting.

(cf. 6020 - Parent Involvement)  
 (cf. 9320 - Meetings and Notices)  
 (cf. 9322 - Agenda/Meeting Materials)

The individual identified in AR 1312.3 - Uniform Complaint Procedures as the employee responsible for coordinating the district's response to complaints and for complying with state federal civil rights laws is hereby designated as the district's ADA coordinator. He/she shall receive and address requests for accommodation submitted by individuals with disabilities, and shall investigate and resolve complaints regarding their access to district programs, services, activities, or facilities.

---

(title or position)

---

(address)

---

(telephone number)

---

(email)

Legal Reference:  
 EDUCATION CODE  
 200-262.4 Prohibition of discrimination  
 48980 Parental notifications  
 48985 Notices to parents in language other than English

**TUSD Adopted:**



51007 Legislative intent: state policy  
 GOVERNMENT CODE  
 8310.3 California Religious Freedom Act  
 11000 Definitions  
 11135 Nondiscrimination in programs or activities funded by state  
 12900-12996 Fair Employment and Housing Act  
 54953.2 Brown Act compliance with Americans with Disabilities Act  
 PENAL CODE  
 422.55 Definition of hate crime  
 422.6 Interference with constitutional right or privilege  
 CODE OF REGULATIONS, TITLE 5  
 4600-4670 Uniform complaint procedures  
 4900-4965 Nondiscrimination in elementary and secondary education programs  
 UNITED STATES CODE, TITLE 20  
 1400-1482 Individuals with Disabilities in Education Act  
 1681-1688 Discrimination based on sex or blindness, Title IX  
 2301-2414 Carl D. Perkins Career and Technical Education Act  
 6311 State plans  
 6312 Local education agency plans  
 UNITED STATES CODE, TITLE 29  
 794 Section 504 of the Rehabilitation Act of 1973  
 UNITED STATES CODE, TITLE 42  
 2000d-2000d-7 Title VI, Civil Rights Act of 1964  
 2000e-2000e-17 Title VII, Civil Rights Act of 1964 as amended  
 2000h-2000h-6 Title IX  
 12101-12213 Americans with Disabilities Act  
 CODE OF FEDERAL REGULATIONS, TITLE 28  
 35.101-35.190 Americans with Disabilities Act  
 36.303 Auxiliary aids and services  
 CODE OF FEDERAL REGULATIONS, TITLE 34  
 100.1-100.13 Nondiscrimination in federal programs, effectuating Title VI  
 104.1-104.39 Section 504 of the Rehabilitation Act of 1973  
 106.1-106.61 Discrimination on the basis of sex, effectuating Title IX, especially:  
 106.9 Dissemination of policy

#### Management Resources:

#### CSBA PUBLICATIONS

Updated Legal Guidance: Protecting Transgender and Gender Nonconforming Students  
 Against Sex Discrimination, July 2016

#### CALIFORNIA OFFICE OF THE ATTORNEY GENERAL PUBLICATIONS

Promoting a Safe and Secure Learning Environment for All: Guidance and Model Policies to  
 Assist California's K-12 Schools in Responding to Immigration Issues, April 2018

#### CALIFORNIA DEPARTMENT OF FAIR EMPLOYMENT AND HOUSING PUBLICATIONS

California Law Prohibits Workplace Discrimination and Harassment

#### U.S. DEPARTMENT OF EDUCATION, OFFICE FOR CIVIL RIGHTS PUBLICATIONS

Examples of Policies and Emerging Practices for Supporting Transgender Students, May 2016

#### TUSD Adopted:

Dear Colleague Letter: Title IX Coordinators, April 2015  
 Dear Colleague Letter, May 26, 2011  
 Dear Colleague Letter: Harassment and Bullying, October 2010  
 Notice of Non-Discrimination, Fact Sheet, August 2010  
 Dear Colleague Letter: Electronic Book Readers, June 29, 2010  
 Nondiscrimination in Employment Practices in Education, August 1991  
 U.S. DEPARTMENT OF JUSTICE PUBLICATIONS  
 2010 ADA Standards for Accessible Design, September 2010  
 Accessibility of State and Local Government Websites to People with Disabilities, June 2003  
 WORLD WIDE WEB CONSORTIUM PUBLICATIONS  
 Web Content Accessibility Guidelines, December 2008  
 WEB SITES  
 CSBA: <http://www.csba.org>  
 California Office of the Attorney General: <http://oag.ca.gov>  
 California Department of Education: <http://www.cde.ca.gov>  
 California Department of Fair Employment and Housing: <http://www.dfeh.ca.gov>  
 Safe Schools Coalition: <http://www.casafeschools.org>  
 Pacific ADA Center: <http://www.adapacific.org>  
 U.S. Department of Education, Office for Civil Rights: <http://www.ed.gov/about/offices/list/ocr>  
 U.S. Department of Justice, Civil Rights Division, Americans with Disabilities Act:  
<http://www.ada.gov>  
 U.S. Equal Employment Opportunity Commission: <http://www.eeoc.gov>  
 World Wide Web Consortium, Web Accessibility Initiative: <http://www.w3.org/wai>

## Student And Family Privacy Rights

### Students

The Governing Board respects the rights of district students and their parents/guardians with regard to the privacy of their personal beliefs and the confidentiality of their personal information.

(cf. 5020 - Parent Rights and Responsibilities)  
 (cf. 5021 - Noncustodial Parents)  
 (cf. 5125 - Student Records)  
 (cf. 5125.1 - Release of Directory Information)  
 (cf. 6162.8 - Research)

The Superintendent or designee may collect, disclose, or use students' personal information for the exclusive purpose of developing, evaluating, or providing educational products or services for or to students or educational institutions, such as the following: (20 USC 1232h)

1. College or other postsecondary education recruitment or military recruitment
2. Book clubs, magazines, and programs providing access to low-cost literary products
3. Curriculum and instructional materials used by elementary and secondary schools
4. Tests and assessments to provide cognitive, evaluative, diagnostic, clinical, aptitude, or achievement information about students (or to generate other statistically useful data for the purpose of securing such tests and assessments) and the subsequent analysis and public release of the aggregate data from such tests and assessments

(cf. 6162.5 - Student Assessment)  
 (cf. 6162.51 - State Academic Achievement Tests)

5. The sale by students of products or services to raise funds for school-related or education-related activities

(cf. 1321 - Solicitation of Funds from and by Students)

6. Student recognition programs

(cf. 5126 - Awards for Achievement)

The Superintendent or designee is prohibited from collecting, disclosing, or using a student's individually identifiable information, including his/her name, parent/guardian's name, home or

other physical address, telephone number, or social security number, for the purpose of marketing or selling that information or providing the information to others for that purpose.

However, the district shall not use surveys to collect social security numbers or the last four digits of social security numbers, or information or documents regarding citizenship or immigration status, of students or their families. (Education Code 234.7, 49076.7)

The Superintendent or designee shall consult with parents/guardians regarding the development of regulations pertaining to other uses of personal information, which shall, at a minimum, address the following: (20 USC 1232h)

1. Arrangements for protecting student privacy when collecting, disclosing, or using students' individually identifiable information for any purpose
2. Arrangements to protect student privacy in the administration of surveys that may request information about the personal beliefs and practices of students and their families
3. The rights of parents/guardians to inspect the following, and any applicable procedures for granting reasonable access to the following in a reasonable period of time:
  - a. Survey instruments requesting information about their personal beliefs and practices or those of their children
  - b. Instructional materials used as part of their children's educational curriculum
  - c. Instruments used in the collection of personal information for the purpose of marketing or sale
4. Any nonemergency physical examinations or screenings that the school may administer

(cf. 0420 - School Plans/Site Councils)  
(cf. 1220 - Citizen Advisory Committee)  
(cf. 1230 - School-Connected Organizations)

The Superintendent or designee shall notify parents/guardians of the adoption or continued use of the district's policy pertaining to the rights specified in items #1-4 above. (20 USC 1232h)

(cf. 5145.6 - Parental Notifications)

Legal Reference:

EDUCATION CODE

234.7 Student protections relating to immigration and citizenship status

49076.7 Privacy of student records; social security numbers

49450-49458 Physical examinations

49602 Confidentiality of personal information received during counseling

51101 Parents Rights Act of 2002

51513 Test, questionnaire, survey, or examination concerning personal beliefs

51514 Nonremoval of survey questions pertaining to sexual orientation or gender identity

51938 Sexual Health and HIV/AIDS Prevention Education Act; notice and parental excuse

UNITED STATES CODE, TITLE 20

1232g Family Educational Rights and Privacy Act

1232h Protection of pupil rights

Management Resources:

WEB SITES

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

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

U.S. Department of Education, Family Policy Compliance Office:

<http://www.ed.gov/offices/OM/fpc>

## **DISTRICT RESIDENCY**

The Governing Board desires to admit all students who reside within district boundaries or who fulfill the district residency requirements through other means as allowed by law. The Superintendent or designee shall develop procedures to facilitate the receipt and verification of students' proof of residency.

The Superintendent or designee shall annually notify parents/guardians of all existing attendance options available in the district, including, but not limited to, all options for meeting residency requirements for school attendance. (Education Code 48980)

The Superintendent or designee shall require parents/guardians to provide documentation of the student's residency upon admission to a district school. A copy of the document or written statement offered as verification of residency shall be maintained in the student's mandatory permanent record. (5 CCR 432)

When establishing students' residency for enrollment purposes, the Superintendent or designee shall not inquire into the citizenship or immigration status of students or their family members.

A student's enrollment may be denied when the submitted documentation is insufficient to establish district residency. In any such case, the Superintendent or designee shall notify the parent/guardian in writing, including specific reasons for the denial.

### **Investigation of Residency**

When the Superintendent or designee reasonably believes that a student's parent/guardian has provided false or unreliable evidence of residency, he/she may make reasonable efforts to determine that the student meets district residency requirements. An investigation may be initiated when the Superintendent or designee is able to identify specific, articulable facts supporting the belief that the parent/guardian has provided false or unreliable evidence of residency. (Education Code 48204.1, 48204.2)

The Superintendent or designee may assign a trained district employee to conduct the investigation. The investigation may include the examination of records, including public records, and/or interviews of persons who may have knowledge of the student's residency.

If necessary, the Superintendent or designee may employ the services of a private investigator to conduct the investigation. Before hiring a private investigator, the Superintendent or designee shall make other reasonable efforts to determine whether the student resides in the district. (Education Code 48204.2)

The investigation shall not include the surreptitious collection of photographic or videographic images of persons or places subject to the investigation. However, the use of technology is not prohibited if done in open and public view. (Education Code 48204.2)

Any employee or contractor engaged in the investigation shall truthfully identify himself/herself

## **DISTRICT RESIDENCY**

as an investigator to individuals contacted or interviewed during the course of the investigation. (Education Code 48204.2)

### **Appeal of Enrollment Denial**

If the Superintendent or designee, upon investigation, determines that a student does not meet district residency requirements and denies the student's enrollment in the district, he/she shall provide the student's parent/guardian an opportunity to appeal that determination. (Education Code 48204.2)

The Superintendent or designee shall send the student's parent/guardian written notice specifying the basis for the district's determination. This notice shall also inform the parent/guardian that he/she may, within 10 school days, appeal the decision and provide new evidence of residency.

The burden shall be on the parent/guardian to show why the district's determination to deny enrollment should be overruled. (Education Code 48204.2)

A student who is currently enrolled in the district shall be allowed to remain in attendance at his/her school pending the results of the appeal. A student who is not currently enrolled in the district shall not be permitted to attend any district school unless his/her appeal is successful.

In an appeal to the Superintendent or designee of a determination that district residency requirements were not met, the Superintendent shall review any evidence provided by the parent/guardian or obtained during the district's investigation and shall make a decision within 10 school days of receipt of the parent/guardian's request for the appeal. The Superintendent's/designee decision shall be final.

### **Enrollment Not Requiring District Residency**

When approved by the Board and the appropriate agency, the district may enroll students from other countries who are in the United States on an F-1 visa or are participating in an international exchange program under the sponsorship of a government-approved agency.

The district may enroll a nonresident student living in an adjoining state or foreign country in accordance with Education Code 48050-48052.

District residency is not required for enrollment in a regional occupational center or program if there are openings in the program or class. (Education Code 52317)

#### **Legal Reference:**

#### **EDUCATION CODE**

220 Prohibition of discrimination

234.7 Student protections relating to immigration and citizenship status

35160.5 Intradistrict open enrollment

**DISTRICT RESIDENCY**

35351 Assignment of students to particular schools  
 46600-46611 Interdistrict attendance permits  
 48050-48054 Nonresidents  
 48200-48208 Compulsory education law, especially:  
 48204 Residency requirements  
 48204.1-48204.4 Evidence of residency  
 48300-48317 Student attendance alternatives, school district of choice program  
 48350-48361 Open Enrollment Act transfers  
 48645.5 Former juvenile court school students, enrollment  
 48852.7 Education of homeless students; immediate enrollment  
 48853.5 Education of foster youth; immediate enrollment  
 48980 Notifications at beginning of term  
 52317 Regional occupational program, admission of persons including nonresidents

**FAMILY CODE**

6550-6552 Caregivers

**GOVERNMENT CODE**

6205-6210 Confidentiality of residence for victims of domestic violence

**CODE OF REGULATIONS, TITLE 5**

432 Retention of student records

**UNITED STATES CODE, TITLE 8**

1229c Immigration and Nationality Act

**UNITED STATES CODE, TITLE 42**

11431-11435 McKinney-Vento Homeless Assistance Act

**COURT DECISIONS**

Katz v. Los Gatos-Saratoga Joint Union High School District, (2004) 117 Cal.App.4th 47

Plyler v. Doe, 457 U.S. 202 (1982)

**Management Resources:****CSBA PUBLICATIONS**

Legal Guidance on Providing All Children Equal Access to Education, Regardless of Immigration Status, February 2017

Legal Guidance Regarding International Student Exchange Placement Organizations, April 2014

**CALIFORNIA ATTORNEY GENERAL'S OFFICE PUBLICATIONS**

Promoting a Safe and Secure Learning Environment for All: Guidance and Model Policies to Assist California's K-12 Schools in Responding to Immigration Issues, April 2018

**U.S. DEPARTMENT OF JUSTICE CIVIL RIGHTS DIVISION AND U.S. DEPARTMENT OF EDUCATION OFFICE FOR CIVIL RIGHTS JOINT PUBLICATIONS**

Dear Colleague Letter: School Enrollment Procedures, May 8, 2014

Fact Sheet: Information on the Rights of All Children to Enroll in School, May 8, 2014

Information on the Rights of All Children to Enroll in School: Questions and Answers for States, School Districts and Parents, May 8, 2014

**WEB SITES**

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

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

California Office of the Attorney General: <http://oag.ca.gov>



## **DISTRICT RESIDENCY**

California Secretary of State, Safe at Home Program: <http://www.sos.ca.gov/safeathome>

U.S. Department of Education, Office for Civil Rights: <http://www2.ed.gov/ocr>

U.S. Department of Justice: <http://www.justice.gov>

## **District Residency**

### **Students**

#### Criteria for Residency

A student shall be deemed to have complied with district residency requirements for enrollment in a district school if he/she meets any of the following criteria:

1. The student's parent/guardian resides within district boundaries. (Education Code 48200)

2. The student is placed within district boundaries in a regularly established licensed children's institution, a licensed foster home, or a family home pursuant to a court-ordered commitment or placement. (Education Code 48204)

3. The student is admitted through an interdistrict attendance option. (Education Code 46600, 48204, 48301, 48356)

(cf. 5117 - Interdistrict Attendance)

(cf. 5118 - Open Enrollment Act Transfers)

4. The student is an emancipated minor residing within district boundaries. (Education Code 48204)

5. The student lives with a caregiving adult within district boundaries and the caregiving adult submits an affidavit to that effect. (Education Code 48204)

6. The student resides in a state hospital located within district boundaries. (Education Code 48204)

7. The student is confined to a hospital or other residential health facility within district boundaries for treatment of a temporary disability. (Education Code 48204, 48207)

(cf. 6183 - Home and Hospital Instruction)

8. The student's parent/guardian resides outside district boundaries but is employed within district boundaries and lives with the student at the place of employment for a minimum of three days during the school week. (Education Code 48204)

9. The student's parent/guardian, while on active military duty pursuant to an official military order, is transferred or is pending transfer to a military installation within the state. (Education Code 48204.3)

(cf. 6173.2 - Education of Children of Military Families)

10. The student's parent/guardian was a resident of California who departed the state against his/her will due to a transfer by a government agency that had custody of the parent/guardian, a lawful order from a court or government agency authorizing his/her removal, or removal or departure pursuant to the federal Immigration and Nationality Act, and the student lived in California immediately before moving out of state as a result of his/her parent/guardian's departure. (Education Code 48204.4)

(cf. 5145.13 - Response to Immigration Enforcement)

#### Residency Based on Parent/Guardian Employment (Allen Bill Transfers)

District residency status may be granted to a student if at least one of his/her parents/guardians is physically employed within district boundaries for a minimum of 10 hours during the school week. No student seeking residency on this basis shall be denied enrollment based on race, ethnicity, sex, parental income, scholastic achievement, or any of the individual characteristics set forth in Education Code 220. However, the Superintendent or designee may deny enrollment into the district if any of the following circumstances is present: (Education Code 48204)

1. The additional cost of educating the student would exceed the amount of additional state aid received as a result of the transfer.
2. Enrollment of the student would adversely affect the district's court-ordered or voluntary desegregation plan as determined by the Governing Board.
3. Other circumstances exist that are not arbitrary.

Such circumstances may include, but are not limited to, overcrowding of school facilities at the relevant grade level.

Once a student establishes residency on this basis, he/she shall not be required to reapply for enrollment in subsequent years. The student may continue to attend school in the district through the highest grade level offered by the district if the parent/guardian so chooses and if at least one parent/guardian of the student continues to be physically employed by an employer situated within district boundaries, subject to the exceptions in items #1-3 above. (Education Code 48204)

The Superintendent or designee may deny a transfer out of the district by a student whose parent/guardian is employed within the boundaries of another district if the difference between the number of students entering and exiting the district on the basis of parent/guardian employment exceeds the limits prescribed in Education Code 48204. (Education Code 48204)

### **Proof of Residency**

The district shall not solicit or collect information or documents regarding the citizenship or immigration status of students or their family members for the purpose of determining residency within the district. (Education Code 234.7)

Evidence of residency may be established by documentation showing the name and address of the parent/guardian within the district, including, but not limited to, any of the following: (Education Code 48204.1)

1. Property tax payment receipt
2. Rental property contract, lease, or payment receipt
3. Utility service contract, statement, or payment receipt
4. Pay stub
5. Voter registration
6. Correspondence from a government agency
7. Declaration of residency executed by the student's parent/guardian
8. If the student is an unaccompanied youth as defined in 42 USC 11434a, a declaration of residency executed by the student
9. If the student is residing in the home of a caregiving adult within district boundaries, an affidavit executed by the caregiving adult in accordance with Family Code 6552

(cf. 5141 - Health Care and Emergencies)

A parent/guardian seeking residency status on the basis of his/her employment within district boundaries shall submit proof of the employment which may include, but not be limited to, a paycheck stub or letter from his/her employer listing a physical address within district boundaries. Such evidence shall also indicate the number of hours or days per school week that the parent/guardian is employed at that location.

A parent/guardian who is transferred or pending transfer into a military installation within the state shall provide proof of residence in the district within 10 days after the published arrival date provided on official documentation. For this purpose, he/she may use as his/her address a temporary on-base billeting facility, a purchased or leased home or apartment, or federal government or public-private venture off-base military housing. (Education Code 48204.3)

A student whose parent/guardian's departure from the state occurred against his/her will pursuant to item #10 in the section "Criteria for Residency" above shall be in compliance with district residency requirements if he/she provides official documentation of the parent/guardian's departure and evidence demonstrating that the student was enrolled in a public school in California immediately before moving outside the state. (Education Code 48204.4)

Any homeless or foster youth or student who has had contact with the juvenile justice system shall be immediately enrolled in school even if he/she is unable to provide proof of residency. (Education Code 48645.5, 48852.7, 48853.5; 42 USC 11432)

(cf. 6173 - Education for Homeless Children)

(cf. 6173.1 - Education for Foster Youth)

(cf. 6173.3 - Education for Juvenile Court School Students)

#### Safe at Home/Confidential Address Program

When a student or parent/guardian participating in the Safe at Home program requests that the district use the substitute address designated by the Secretary of State, the Superintendent or designee may request the actual residence address for the purpose of establishing residency within district boundaries but shall use the substitute address for all future communications and correspondence and shall not include the actual address in the student's file or any other public record. (Government Code 6206, 6207)

(cf. 3580 - District Records)

## Students

The Governing Board recognizes the importance of keeping accurate, comprehensive student records as required by law. The Superintendent or designee shall establish administrative regulations governing the identification, collection, retention, and security of student records. These regulations shall ensure the rights of authorized persons to have timely access to student records while maintaining the confidentiality of student records consistent with state and federal law.

(cf. 3580 - District Records)  
 (cf. 4040 - Employee Use of Technology)  
 (cf. 5125.1 - Release of Directory Information)  
 (cf. 5125.3 - Challenging Student Records)

The Superintendent or designee shall designate a certificated employee to serve as custodian of records with responsibility for student records at the district level. At each school, the principal or a certificated employee shall be designated as custodian of records for students enrolled at that school. The custodian of records shall be responsible for implementing Board policy and administrative regulation regarding student records. (5 CCR 431)

All appropriate personnel shall receive training regarding district policies and procedures for gathering and handling sensitive student information.

(cf. 4131 - Staff Development)  
 (cf. 4231 - Staff Development)  
 (cf. 4331 - Staff Development)

The district shall not collect or solicit social security numbers or the last four digits of social security numbers of students or their parents/guardians, unless otherwise required to do so by state or federal law. (Education Code 49076.7)

No information or documents regarding the citizenship or immigration status of students or their family members shall be collected, except as required by state or federal law or as required to administer a state or federally supported educational program. The Superintendent or designee shall not disclose student records to a person, agency, or organization for immigration enforcement purposes without parental consent, a court order, or a judicial subpoena. If a district employee receives such a request, he/she shall immediately report the request to the Superintendent. The Superintendent shall report the request to the Board in a timely manner that ensures the confidentiality and privacy of any potentially identifying information. (Education Code 234.7)

(cf. 5145.13 - Response to Immigration Enforcement)

**TUSD Adopted:**

The Superintendent or designee shall not compile a list, registry, or database based on students' national origin, ethnicity, or religious belief, practice, or affiliation, nor shall he/she disclose student information to federal government authorities for the purpose of compiling such a list, registry, or database for purposes of immigration enforcement. Such information may only be compiled or exchanged with other local, state, or federal agencies if the information is aggregated and is not personally identifiable. (Government Code 8310.3)

### **Student Records from Social Media**

The Superintendent or designee may gather and maintain information from the social media of any district student, provided that the district first notifies students and parents/guardians about the proposed program, offers an opportunity for public comment at a regularly scheduled Board meeting, and gathers only information that directly pertains to school safety or student safety. (Education Code 49073.6)

(cf. 0450 - Comprehensive Safety Plan)  
(cf. 5131.2 - Bullying)  
(cf. 5145.6 - Parental Notifications)  
(cf. 9322 - Agenda/Meeting Materials)  
(cf. 9323 - Meeting Conduct)

### **Contract for Digital Storage, Management, and Retrieval of Student Records**

The Superintendent or designee may enter into a contract with a third party for the digital storage, management, and retrieval of student records and/or to authorize a third party provider of digital software to access, store, and use student records, provided that the contract meets the requirements of Education Code 49073.1 and other applicable state and federal laws.

(cf. 3312 - Contracts)

#### **Legal Reference:**

#### **EDUCATION CODE**

234.7 Student protections relating to immigration and citizenship status  
17604 Contracts  
48201 Student records for transfer students who have been suspended/expelled  
48853.5 Foster youth; placement, immunizations  
48902 Notification of law enforcement of specified violations  
48904-48904.3 Withholding grades, diplomas, or transcripts  
48918 Rules governing expulsion procedures  
48980 Parental notifications

#### **TUSD Adopted:**

48985 Notices in parent/guardian's primary language  
 49060-49079 Student records  
 49091.14 Parental review of curriculum  
 51747 Independent study  
 56041.5 Rights of students with disabilities  
 56050 Surrogate parents  
 56055 Foster parents  
 69432.9 Cal Grant program; notification of grade point average  
 BUSINESS AND PROFESSIONS CODE  
 22580-22582 Digital privacy  
 22584-22585 Student Online Personal Information Protection Act  
 22586-22587 Early Learning Personal Information Protection Act  
 CODE OF CIVIL PROCEDURE  
 1985.3 Subpoena duces tecum  
 FAMILY CODE  
 3025 Access to records by noncustodial parents  
 6552 Caregiver's authorization affidavit  
 GOVERNMENT CODE  
 6252-6260 Inspection of public records  
 HEALTH AND SAFETY CODE  
 120440 Immunizations; disclosure of information  
 PENAL CODE  
 245 Assault with deadly weapon  
 WELFARE AND INSTITUTIONS CODE  
 681 Truancy petitions  
 701 Juvenile court law  
 16010 Health and education records of a minor  
 CODE OF REGULATIONS, TITLE 5  
 430-438 Individual student records  
 16020-16027 Destruction of records of school districts  
 UNITED STATES CODE, TITLE 20  
 1232g Family Educational Rights and Privacy Act  
 1232h Protection of Pupil Rights Amendment  
 UNITED STATES CODE, TITLE 26  
 152 Definition of dependent child  
 UNITED STATES CODE, TITLE 42  
 11434a McKinney-Vento Homeless Assistance Act; definitions  
 CODE OF FEDERAL REGULATIONS, TITLE 16  
 Part 312 Children's Online Privacy Protection Rule  
 CODE OF FEDERAL REGULATIONS, TITLE 34  
 99.1-99.67 Family Educational Rights and Privacy  
 300.501 Opportunity to examine records for parents of student with disability

Management Resources:

CSBA PUBLICATIONS

Legal Guidance on Providing All Children Equal Access to Education, Regardless of

**TUSD Adopted:**



Immigration Status, February 2017

CALIFORNIA OFFICE OF THE ATTORNEY GENERAL PUBLICATIONS

Promoting a Safe and Secure Learning Environment for All: Guidance and Model Policies to Assist California's K-12 Schools in Responding to Immigration Issues, April 2018

FEDERAL REGISTER

Final Rule and Analysis of Comments and Changes, Family Educational Rights and Privacy, December 9, 2008, Vol. 73, No. 237, pages 74806-74855

NATIONAL SCHOOL BOARDS ASSOCIATION PUBLICATIONS

Data in the Cloud: A Legal and Policy Guide for School Boards on Student Data Privacy in the Cloud Computing Era, April 2014

U.S. DEPARTMENT OF EDUCATION PUBLICATIONS

IDEA and FERPA Confidentiality Provisions, 2014

Joint Guidance on the Application of the Family Educational Rights and Privacy Act (FERPA) and the Health Insurance Portability and Accountability Act of 1996 (HIPAA) to Student Health Records, 2008

Balancing Student Privacy and School Safety: A Guide to the Family Educational Rights and Privacy Act for Elementary and Secondary Schools, October 2007

WEB SITES

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

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

National School Boards Association: <http://www.nsba.org>

U.S. Department of Education, Family Policy Compliance,  
<http://www.ed.gov/policy/gen/guid/fpco>



# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Brian R. Stephens, Superintendent  
**FROM:** Dr. Sheila Harrison, Associate Superintendent of Educational Services  
**DATE:** October 10, 2018  
**SUBJECT:** Adopt Board Policy (BP) 5117 Interdistrict Attendance (Second Reading)

**BACKGROUND:** The Board Policy (BP) 5117 Interdistrict Attendance was last updated and approved by the Board of Education in September of 2013. The Governing Board recognizes that students who reside in one district may choose to attend school in another district and that such choices are made for a variety of reasons. The Board desires to communicate with parents/guardians and students regarding the educational programs and services that are available.

**RATIONALE:** It is important to update Board Policy (BP) 5117 to remain current with changes to Education Code as well as with District practices.

**FUNDING:** N/A

**RECOMMENDATION:** Adopt Board Policy (BP) 5117 Interdistrict Attendance (Second Reading)

**Prepared by:** Mr. Rob Pecot, Director of Student Services and Curriculum

## INTERDISTRICT ATTENDANCE

The Governing Board recognizes that students who reside in one district may choose to attend school in another district and that such choices are made for a variety of reasons. The Board desires to communicate with parents/guardians and students regarding the educational programs and services that are available.

The Board recognizes that the district may be capable dependent upon spaces available of serving additional students. Therefore, the Superintendent or designee may approve interdistrict attendance agreements with other districts.

The Board may enter into an agreement with any other school district, for a term not to exceed five school years, for the **interdistrict** ~~inter-district~~ attendance of students who are residents of the districts. (Education Code 46600)

**The agreement shall specify the terms and conditions under which interdistrict attendance shall be permitted or denied. It also may contain standards agreed to by both districts for reapplication and/or revocation of the student's permit. (Education Code 46600)**

Upon receiving a permit for transfer into the district that has been approved by the student's district of residence, or upon receiving a written request from the parent/guardian of a district student who wishes to enroll in another district, the Superintendent or designee shall review the request and may approve or deny the permit subject to the terms and conditions of the **interdistrict** ~~inter-district~~ attendance agreement.

**The Superintendent or designee may deny initial requests for interdistrict attendance permits due to limited district resources, overcrowding of school facilities at the relevant grade level, or other considerations that are not arbitrary. However, once a student is admitted, the district may not deny him/her continued attendance because of overcrowded facilities at the relevant grade level.**

**Transportation** The district shall not provide transportation for any **interdistrict transfer student** beyond any school attendance area. Upon request of a **student's parent/guardian**, the Superintendent or designee may authorize transportation for an **interdistrict** ~~inter-district~~ transfer **student** ~~students~~ to and from designated bus stops within the attendance area **of the school that the student attends** if space is available.

### **Limits on Student Transfers Out of the District**

The Superintendent or designee may limit the number of student transfers out of the district ~~to a school district of choice or based on parent/guardian employment in another district~~, based on the percentages of average daily attendance specified in Education Code 48307 **or 48204**, or due to declining enrollment issues.

~~In addition, transfers out of the district to a district of choice may be limited during a fiscal year when the County Superintendent of Schools has given the district a negative budget certification or when the County Superintendent has determined that the district will not meet the state's standards and criteria for fiscal stability in the subsequent fiscal year exclusively as a result of student transfers from this district to a school district of choice. (Education Code 48307)~~

~~The district may deny a transfer of a student out of the district to a school district of choice or based on parent/guardian employment in another district if the Board determines that the transfer would negatively impact a court-ordered or voluntary desegregation plan of the district. (Education Code 48301; 48204)~~

### **Interdistrict Agreements Not Required For Enrollment**

**When approved by the Board and the appropriate agency, the district may enroll students from other countries who are in the United States on an F-1 visa or are participating in an international exchange program under the sponsorship of a government-approved agency.**

**Interdistrict transfer agreements are not required for enrollment in a regional occupational center or program if there are openings in the program or class. (Education Code 52317)**

### **Legal Reference:**

#### **EDUCATION CODE**

##### **41020 Annual district audits**

46600-46611 Interdistrict attendance agreements

48204 Residency requirements for school attendance

**48300-48317 48209 48209.16 Student attendance alternatives, school district of choice program**

48350-48361 Open Enrollment Act

48900 Grounds for suspension or expulsion; definition of bullying

48915 Expulsion; particular circumstances

48915.1 Expelled individuals: enrollment in another district

48918 Rules governing expulsion procedures

48980 Notice at beginning of term

**52317 Regional occupational center/program, enrollment** Admission of students, interdistrict persons including nonresidents to attendance area; workers' compensation for pupils

#### **CALIFORNIA CONSTITUTION**

**Article 1, Section 31 Nondiscrimination on the basis of race, sex, color, ethnicity, or national origin**

#### **ATTORNEY GENERAL OPINIONS**

87 Ops.Cal.Atty.Gen. 132 (2004)

84 Ops.Cal.Atty.Gen. 198 (2001)

#### **COURT DECISIONS**

TUSD Adopted 08.10.13

TUSD Revised: 08.29.18

**TUSD Revised:**

Walnut Valley Unified School District v. the Superior Court  
of Los Angeles County, (2011) 192 Cal.App.4th 234  
Crawford v. Huntington Beach Union High School District, (2002) 98 Cal.App.4th 1275

Management Resources:

~~CSBA PUBLICATIONS~~

~~Transfer Law Comparison, Fact Sheet, March 2011~~

WEB SITES

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

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

TUSD Adopted 08.10.13

TUSD Revised: 08.29.18

**TUSD Revised:**



# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Brian R. Stephens, Superintendent  
**FROM:** Dr. Sheila Harrison, Associate Superintendent of Educational Services  
**DATE:** October 10, 2018  
**SUBJECT:** Acknowledge Administrative Regulation (AR) 5117 Interdistrict Attendance (Second Reading)

**BACKGROUND:** The Administrative Regulation (AR) 5117 Interdistrict Attendance policy was last updated and approved by the Board of Education in September of 2013. The Governing Board recognizes that students who reside in one district may choose to attend school in another district and that such choices are made for a variety of reasons. The Board desires to communicate with parents/guardians and students regarding the educational programs and services that are available.

**RATIONALE:** It is important to update Administrative Regulation (AR) 5117 to remain current with changes to Education Code as well as with District practices.

**FUNDING:** N/A

**RECOMMENDATION:** Acknowledge Administrative Regulation (AR) 5117 Interdistrict Attendance (Second Reading)

**Prepared by:** Mr. Rob Pecot, Director of Student Services and Curriculum

## INTERDISTRICT ATTENDANCE AGREEMENT

### A. Purpose and Scope

In accordance with an agreement between the Governing Board and the board of another district, a permit authorizing a student's attendance outside his/her district of residence may be issued upon approval of both the district of residence and the district of proposed attendance.

Interdistrict requests fill a variety of needs for students and parents. With space permitting, interdistrict permits may be granted yearly or longer if in accordance with California Education Codes by the Director of Student Services and Curriculum.

### B. General

If a student is accepted for transfer, the student may enroll in a school **within** ~~in the~~ TUSD in the **current or** following school year. ~~For the 2011-12 school year and thereafter, the student must enroll on or before the first day of instruction.~~

Transportation ~~may shall~~ not be provided for students attending on a General Interdistrict Agreement.

**Transportation** The district shall not provide transportation for any interdistrict transfer student beyond any school attendance area. Upon request of a student's parent/guardian, the Superintendent or designee may authorize transportation for an interdistrict ~~inter-district~~ transfer student ~~students~~ to and from designated bus stops within the attendance area of the school that the student attends if space is available.

### ~~B. Procedure~~

~~A TUSD parent/guardian's application to enroll their student in a school in another district must be submitted prior to January 1 of the school year preceding the school year for which the pupil is requesting to transfer, however, the TUSD may waive that deadline. The application may request enrollment of the pupil in a specific school or program within the school district of enrollment. The application deadline does not apply if the parent requesting a transfer for a student who resides with that parent is enlisted in the military and was relocated by the military within 90 days prior to submitting the application.~~

~~TUSD shall decide whether to accept or reject an application and notify both the applicant parent and the school district of residence in writing within 60 days of receiving an application. If the application is rejected, TUSD shall state the reasons for the rejection in~~

TUSD Acknowledged: 09.10.13

TUSD Revised: 08.29.18

TUDS Revised:

## INTERDISTRICT ATTENDANCE AGREEMENT

~~the notification. If accepted, the student may enroll in a school in the school district of enrollment in the following school year.~~

~~For high school transfers, TUSD shall accept previously awarded credits from another district toward graduation but can ensure the student pupil meets the graduation requirements of TUSD.~~

~~TUSD Acknowledged: September 10, 2013~~

### **B. Reasons for Approval**

The Superintendent or designee may approve Interdistrict agreements for the following reasons:

1. When the student has been determined by staff of either the district of residence or district of proposed attendance to be a victim of an act of bullying as defined in Education Code 48900(r). Such a student shall be given priority for **interdistrict** ~~inter district~~ attendance under any existing **interdistrict** ~~inter district~~ attendance agreement or, in the absence of an agreement, shall be given consideration for the creation of a new permit. (Education Code 46600)
2. To meet the **child** care needs of the student. **Such a student** ~~Once a K-8 student has been admitted to a district on the basis of childcare needs, continued attendance may be allowed to continue to attend district schools denied only as long as he/she continues to use a child care provider within district boundaries. when based on restrictions specified in Education Code 48204.~~ (Education Code 46601.5)
3. To meet **the student's** ~~a child's~~ special mental or physical health needs as certified by a physician, school psychologist, or other appropriate school personnel.
4. When the student has **a sibling attending** school in the receiving district, to avoid splitting the **family's** ~~family's~~ attendance. To complete a school year when **his/her** parents/guardians have moved out of the district during that year.
5. To allow **the student** ~~students~~ to remain with a class graduating that year from an elementary, **middle**, ~~junior~~ or senior high school.
6. **To allow a high school senior to attend the same school he/she attended as a junior, even if his/her family moved out of the district during the junior year.**

TUSD Acknowledged: 09.10.13

TUSD Revised: 08.29.18

**TUDS Revised:**



## INTERDISTRICT ATTENDANCE AGREEMENT

~~6.7.~~ When the parent/guardian provides written evidence that the family will be moving **into** the ~~receiving~~ district in the immediate future and would like the student to start the year in ~~the that~~ district.

8. **When the student will be living out of the district for one year or less.**

~~7.9.~~ When recommended by the **school attendance review board** ~~School Attendance Review Board~~ or by county child welfare, probation, or social service agency **staff** ~~staffs~~ in documented cases of serious home or community problems which make it inadvisable for the student to attend the school of residence.

~~8.10.~~ When there is valid interest in a particular educational program not offered in the district of **residence** ~~residency~~.

~~9.11.~~ To provide a change in school environment for reasons of personal and social adjustment.

~~a. Inter district attendance agreements or applications shall not be required for students enrolling in an ROC or ROP program. (Education Code 52317) (Moved to BP)~~

**The Superintendent or designee may deny initial requests for interdistrict ~~inter-~~district attendance permits due to limited district resources, overcrowding of school facilities at the relevant grade level, or other considerations that are not arbitrary. However, once a student is admitted, the district may not deny him/her continued attendance because of overcrowded facilities at the relevant grade level.**

**An approved interdistrict ~~inter-district~~ agreement shall specify that the agreement may be revoked because of academic failure, excessive truancy or continual disruption of the educational program due to disciplinary matters.**

~~TUSD Acknowledged: September 10, 2013~~

**Students**

~~2~~

**AR 5117**

## INTERDISTRICT ATTENDANCE AGREEMENT

TUSD Acknowledged: 09.10.13

TUSD Revised: 08.29.18

**TUDS Revised:**

**INTERDISTRICT ATTENDANCE AGREEMENT**

~~A student's inter-district agreement may be revoked because of academic failure, excessive truancy or continual disruption of the educational program due to disciplinary matters.~~

**B. Procedure**

~~A TUSD parent/guardian's application to enroll their student in a school in another district must be submitted prior to January 1 of the school year preceding the school year for which the pupil is requesting to transfer, however, the TUSD may waive that deadline. The application may request enrollment of the pupil in a specific school or program within the school district of enrollment. The application deadline does not apply if the parent requesting a transfer for a student who resides with that parent is enlisted in the military and was relocated by the military within 90 days prior to submitting the application.~~

~~TUSD shall decide whether to accept or reject an application and notify both the applicant parent and the school district of residence in writing within 60 days of receiving an application. If the application is rejected, TUSD shall state the reasons for the rejection in the notification. If accepted, the student may enroll in a school in the school district of enrollment in the following school year.~~

~~For high school transfers, TUSD shall accept previously awarded credits from another district toward graduation but can ensure the student pupil meets the graduation requirements of TUSD.~~

**b.1. Incoming Students**

All applications for Interdistrict Attendance Agreements must be submitted to the District Office no later than January 15<sup>th</sup> 1st of each school year. Decisions regarding the approval/disapproval of the requests will be made by the Director of Student Services within sixty **thirty** days.

**TUSD shall decide whether to accept or reject an application and notify both the applicant parent and the school district of residence in writing within 30 days of receiving an application. If the application is rejected, TUSD shall state the reasons for the rejection in the notification. If accepted, the student may enroll in a school in the school district of enrollment in the following school year.**

**For high school transfers, TUSD shall accept previously awarded credits from another district toward graduation but can ensure the student pupil meets the graduation requirements of TUSD.**

TUSD Acknowledged: 09.10.13

TUSD Revised: 08.29.18

**TUDS Revised:**

## INTERDISTRICT ATTENDANCE AGREEMENT

### D.2. Outgoing Students

Applications must be submitted by **January 15<sup>th</sup>** ~~December 1~~ of the preceding school year, so that **the** Student Services Department can ensure that the enrolling district will receive the transfer application in a timely manner.

**A student whose parent/guardian is in active military duty shall not be prohibited from transferring out of the district, provided the school district of proposed enrollment approves the application for transfer. (Education Code 46600, 48307)**

**The district may limit the number of student transfers out of the district to a school district of choice or based on parent/guardian employment in another district as provided in Board Policy and Education Code 48204 and 48307.**

### E.D. Notification

~~The Superintendent or designee may deny initial requests for inter-district attendance permits due to limited district resources, overcrowding of school facilities at the relevant grade level, or other considerations that are not arbitrary. However, once a student is admitted, the district may not deny him/her continued attendance because of overcrowded facilities at the relevant grade level.~~

Within 30 days of a request for an interdistrict permit, the Superintendent or designee shall notify the parents/guardians of a student who is denied **interdistrict** ~~inter-district~~ attendance regarding the process for appeal to the County Board of Education as specified in Education Code 46601. (Education Code 46601)

**(cf. 5145.6 - Parental Notifications)**

### F. Parent Appeals

Pending a decision by the two districts or an appeal by the County Board, the Superintendent or designee may provisionally admit a student who resides in another district for a period not to exceed two school months. (Education Code 46603)

Students who are under consideration for expulsion or who have been expelled may not appeal **interdistrict** ~~inter-district~~ attendance denials or decisions while expulsion proceedings are pending or during the term of the expulsion. (Education Code 46601)

TUSD Acknowledged: 09.10.13

TUSD Revised: 08.29.18

**TUDS Revised:**

## INTERDISTRICT ATTENDANCE AGREEMENT

~~TUSD Acknowledged: September 10, 2013~~ Once a student is admitted to a school on the basis of an **interdistrict** ~~inter-district~~ attendance permit, he/she shall not be required to reapply for an **interdistrict** ~~inter-district~~ transfer and shall be allowed to continue to attend the school in which he/she is enrolled, unless reapplication standards are otherwise specified in the **interdistrict** ~~inter-district~~ attendance agreement. Existing **interdistrict** ~~inter-district~~ attendance permits shall not be rescinded for students entering grade 11 or 12 in the subsequent school year. (Education Code 46600)

### 17 Rulings on Denial of Enrollment

~~No exercise of discretion by a district of enrollment in its administration of this article shall be overturned absent a finding as designated by a court of competent jurisdiction that the district governing board acted in an arbitrary and capricious manner. (Education Code 48361)~~

### Appeal of Denial of **Interdistrict** ~~Inter-district~~ Transfer Agreement

The parent/guardian of a student who is denied a General **Interdistrict** ~~Inter-district~~ transfer request pursuant to Education Code 46600-46611 shall receive timely notice, in accordance with law, regarding the process for appeal to the County Board of Education. **Parents/guardians may submit their appeal within 30 calendar days of district denial of an Interdistrict Transfer Agreement.** This notice shall be provided by the district denying the request, or, in the absence of an agreement between the districts, by the district of residence.

Students who are under consideration for expulsion or who have been expelled may not appeal Interdistrict attendance denials or decisions while expulsion proceedings are pending, or during the term of the expulsion. (Education Code 46601)



# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Brian R. Stephens, Superintendent  
**FROM:** Dr. Sheila Harrison, Associate Superintendent of Educational Services  
**DATE:** September 24, 2018  
**SUBJECT:** Approve Revised TUSD Master Plan for Services to English Learners – First Reading

**BACKGROUND:** The Tracy Unified School District (TUSD) Master Plan for Services to English Learners provides the educational staff and community up to date information regarding the legal requirements for English learner programs. The plan explains and guides the placement, assessment, reclassification, and monitoring practices for English Learners. The last major revision to the District's EL Master Plan was in the spring of 2008. Since that time, the Master Plan has been updated to reflect changes in standards, assessment, and accountability at the state and federal level. However, over the past eighteen months there have been major changes at both the state and federal level that have resulted in significant changes to the English learner programs effective July 1, 2017. The passage of the Every Student Succeeds Act (ESSA) at the federal level increases the requirement for monitoring of effective language instruction educational programs for English Learners and increased monitoring of reclassified students and of students with disabilities who are EL. ESSA also changes the requirements for annual notices for parents of ELs. The passage of Proposition 58 in the fall of 2016 is driving changes to the programs and services provided in California. These changes include a redefinition of Structured English Immersion, the elimination of the English Language Mainstream program description, and the elimination of the requirement for waivers to participate in a dual language/bilingual program. The TUSD Master Plan for Services to English Learners has been revised to reflect the changes resulting from the new regulations, based on the information available at this time. The District English Learner Advisory Committee (DELAC) has been informed about updates to the Master Plan over the years and will be provided with an in-depth orientation to the revised Master Plan this fall.

**RATIONALE:** The District Master Plan for Services to English Learners has undergone major revisions to reflect changes at both the state and federal level that took effect July 1, 2017, with language to reflect the newly implemented English Language Proficiency Assessment for California (ELPAC) and revised criteria for reclassification of English Learner students. The revised plan needs to be approved by the local governing board. This Agenda Item supports District Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or careers; 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 Goal #3: Apply fiscal, operational and community resources to ensure a safe learning environment that supports staff and student goals.

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

**RECOMMENDATION:** Approve Revised TUSD Master Plan for Services to English Learners – First Reading.

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



# HUMAN RESOURCES MEMORANDUM

**TO:** Dr. Brian Stephens, Superintendent  
**FROM:** Tammy Jalique, Associate Superintendent for Human Resources  
**DATE:** October 8, 2018  
**SUBJECT:** Approve Variable Term Waivers for Special Education Teachers –  
Added Authorization in Special Education (AASE); Orthopedic Impairment

**BACKGROUND:** Variable term waivers provide additional time for teachers to complete the requirements for the credential that authorizes service or to provide employing agencies time to fill the assignment with an individual who either holds an appropriate credential or qualifies under one of the available assignment options.

**RATIONALE:** Tracy Unified School District has the need to have two Special Education Teachers teach students with an orthopedic impairment. A Variable Term Waiver is needed to allow Tracy Unified School District time to hire teachers who hold the proper authorization to teach these students and to allow our current Special Education teachers time to complete a program which will authorize them to teach this disability area.

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

**RECOMMENDATION:** Approve Variable Term Waivers for Special Education Teachers – Added Authorization in Special Education (AASE); Orthopedic Impairment.

**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 request the following Variable Term Waiver. This will allow the district time to hire teachers who are authorize to teach students with an orthopedic impairment disability and also time for our current Special Education teacher to complete a program which will authorize them to teach this disability area. The individual will be provided orientation, guidance and assistance during the valid period of the waiver.

Suzanne L Richerson; Tracy High School, SDC 9-12  
Paul Louis Demsher; Tracy High School, SDC 9-12

**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:** October 15, 2018  
**SUBJECT:** Approve Agreement with Stanislaus County Office of Education for Administrators working to Obtain their Clear Administrative Credential

**BACKGROUND:** Stanislaus County Office of Education currently offers an Administrative Induction Program. This program is required for those Administrators who currently hold a Preliminary Administrative Credential and are working towards their clear Administrative Credential. This agreement will be effective during the 2018-2019 school year.

**RATIONALE:** By approving this agreement, the District will expand the options available for our current Administrators needing to complete an Induction program to obtain their Clear Administrative Credential. This agenda item meets strategic goal #7: Develop and utilize partnerships that contribute to the achievement of District goals.

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

**RECOMMENDATION:** Approve Agreement with Stanislaus County Office of Education for Administrators working to Obtain their Clear Administrative Credential.

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



**Administrator Induction**  
**Stanislaus County Office of Education**  
**Learning to Teach Continuum Programs**

**District Memorandum of Understanding**

District:

*Tracy Unified School District*

2018-2019

Stanislaus County Office of Education, hereinafter called Program, is providing an Administrator Induction Program for its districts. Districts may utilize the Program by allowing their newly hired administrators to attend the Program and their administrative employees to serve as Lead Coaches. As such, the District has certain responsibilities in regard to the effective implementation of the Program and the Program's ability to recommend Candidates for a Clear Administrative Services Credential.

**District Agrees:**

1. To designate a District Coordinator (DC) to serve as a liaison between the District and the Program and to serve as the district signatory in decision-making.
2. To identify and communicate with eligible administrative Candidates at the point of hire that an approved Administrator Induction Program is available to them and that the Candidates may complete the two-year Program to be recommended for the Clear Administrative Services Credential through Stanislaus County Office of Education.
3. To provide Program information regarding dates for the initial Program opportunities such that Candidates may attend the Orientation within state guidelines and complete the Candidate Self-Assessment as required.
4. To provide the Candidates access to Program events and support for completion of the Program requirements within two years.
5. To designate district option(s) for the Lead Coach assigned to its current Candidates:

- ☐ a) a current, District-employed administrator as Lead Coach
- ☐ b) a retired, previously district-employed administrator as Lead Coach
- ☒ c) a Lead Coach from the Program's pool of Lead Coaches

6. That if the District chooses options a) or b), then it must identify and verify eligibility of Lead Coach (as stated in the Lead Coach MOU) in a timely manner such that the Lead Coach can attend and successfully complete the full day Coach training before the Candidate and Lead Coach are paired prior to the IIP Drafting event.
7. That if the District chooses to use a currently-employed Lead Coach, the following will apply.

Lead Coaches will:

- a. be limited to one (1) Candidate
- b. not be in a position to formally evaluate or have direct influence over the hiring/firing of the Candidate
- c. be available to attend Program events and spend time with the Candidate in order to complete Program requirements in a timely manner

8. That if the District chooses to use currently-employed or previously district-employed Lead Coaches, then the following will apply.

Lead Coaches must:

- a. have or had experience in an administrative position as similar as possible to that of the Candidate
- b. have geographic proximity (reasonable and feasible) to the Candidate
- c. have completed a minimum of 5 years of successful administrative work
- d. hold a current Clear Administrative Services Credential
- e. have served as an administrator during the Standards and Accountability era (post 1997)
- f. had experience serving in a Coaching role either formally or informally
- g. demonstrate 'ease of interaction' with Candidate in the working context and inter-personal relationship

9. That Lead Coaches are under contract with the Program to:
  - a. support the Candidate beginning and completing the Program within the 2 year timeframe
  - b. attend the required sessions structured within the Program
  - c. successfully complete the full day Lead Coach training (plus an additional ½ day follow-up later in the year)
  - d. submit Program-required documents in a timely manner
  - e. maintain a professional working relationship with the Candidate(s) during the two year Program
  - f. participate in the Program evaluation through (a) responding to Program and state requests for evaluation of the Program through the annual survey, and (b) ensuring representation at the Unit Accreditation visits (every seven years) and responding to surveys and questionnaires
10. That the Program assesses the quality of services provided by Lead Coaches using multiple sources including information from Candidates.
  - a. The Program provides formative feedback to Lead Coaches on their work and will retain only those that are successful.
  - b. If a mismatch occurs between the Lead Coach and the Candidate, protocols within the Program will be followed that may lead to an assignment of a new Lead Coach to the Candidate.
  - c. Removal of a Lead Coach from the pool of Lead Coaches may be an option and will be done at the Program's discretion.
11. Understand that the district will be given an opportunity to evaluate, to give input, or request a change of Lead Coach assigned to the Candidate.
12. The district will choose one option below regarding the establishment of tuition protocols for SCOE's Administrator Induction Program.

- ☐ Our district will be paying the SCOE Administrator Induction tuition for all participating candidates (\$3,500 per year or \$7,000 for the two year program).
- ☐ Our district will be paying the SCOE Administrator Induction tuition for all participating candidates, and will be seeking full or partial reimbursement from the participating candidates.
- ☒ Our district candidates are responsible for 100% of the SCOE Administrator Induction program tuition.
- ☐ Our district will be paying \_\_\_\_\_ % of the SCOE Administrator Induction tuition.
- ☐ Our district will be paying \$ \_\_\_\_\_ of the SCOE Administrator Induction tuition.

The signatures below indicate that the District has agreed to the conditions of the MOU and will act in support of the items listed herein until such time as either the District or the Program terminates the agreement in writing.

→ District Superintendent (or Designee)  
please print and sign your name:

Tammy Jalique  
Tammy Jalique

Date: 10/15/18

→ District Coordinator Signature  
please print and sign your name:

Brian Stephens  
Brian Stephens

Date: 10/15/18

SCOE Program Director Signature  
please print and sign your name:

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

*Distribution: Return all copies to Stanislaus County Office of Education for Program Director signature. A copy will be returned to you.*