

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

**DATE: TUESDAY, FEBRUARY 12, 2019**

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

**TIME: 5:30 PM Closed Session  
7:00 PM Open Session**

**A G E N D A**

- |           |  |                |
|-----------|--|----------------|
| <b>1.</b> | <b>Call to Order</b>   | <b>Pg. No.</b> |
| <b>2.</b> | <b>Roll Call – Establish Quorum</b><br>Board: S. Abercrombie, A. Alexander, J. Costa, B. Pekari, S. Kaur, Jeremy Silcox L. Souza<br>Staff: B. Stephens, C. Goodall, S. Harrison, T. Jalique, B. Etcheverry   |                |
| <b>3.</b> | <b>Closed Session:</b> Opportunity to Address the Board Regarding Closed Session Items which follow. Closed session is limited to consideration of items specifically authorized under the Government Code and/or the Education Codes.<br><b>3.1 Administrative &amp; Business Services:</b><br><b>3.1.1 CONFERENCE WITH LEGAL COUNSEL</b><br>- Existing Litigation (G.C. 54956.9(A))<br>- Yamada Bros v. TUSD<br><br><b>3.2 Educational Services:</b><br><b>3.2.1</b> Finding of Fact #18-19/#44, #18-19/#45, #18-19/#46, #18-19/#47, #18-19/#48, #18-19/#49, #18-19/#50<br><b>3.2.2</b> Application for Reinstatement #18-19/#15<br><b>Action:</b> Motion___; Second___, <b>Vote:</b> Yes___; No___; Absent___; Abstain___<br><br><b>3.3 Human Resources:</b><br><b>3.3.1</b> Release Probationary Classified Employee #UCL-317 School Supervision Assistant<br><b>Action:</b> Motion___; Second___, <b>Vote:</b> Yes___; No___; Absent___; Abstain___<br><b>3.3.2</b> Consider Paid Leave and Non-Paid Leave of Absence Request for Classified Employee #UCL- 318, Pursuant to Article XXIII<br><b>Action:</b> Motion___; Second___, <b>Vote:</b> Yes___; No___; Absent___; Abstain___<br><b>3.3.3</b> Consider Public Employee/Employment/Discipline/Dismissal/Release<br><b>Action:</b> Motion___; Second___, <b>Vote:</b> Yes___; No___; Absent___; Abstain___<br><b>3.3.4</b> Conference with Labor Negotiator<br>Agency Negotiator: Tammy Jalique<br>Associate Superintendent of Human Resources<br>Employee Organization: CSEA, TEA |                |

**4. Adjourn to Open Session**

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

**6. Closed Session Issues:**

**6a** Finding of Fact #18-19/#44, #18-19/#45, #18-19/#46, #18-19/#47, #18-19/#48, #18-19/#49, #18-19/#50

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

**6b** Report Out of Action Taken on Application for Reinstatement #18-19/#15

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

**6c** Report Out of Action Taken on Release Probationary Classified Employee #UCL-317 School Supervision Assistant

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

**6d** Report Out of Action Taken on Consider Paid Leave and Non-Paid Leave of Absence Request for Classified Employee #UCL- 318, Pursuant to Article XXIII

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

**7. Approve Special Minutes of January 17, 2019.**

**1-5**

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

**Approve Regular Minutes of January 22, 2019.**

**6-11**

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

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

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

**9.1** Hirsch Elementary School Presentation

**9.2** Freiler School Presentation

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

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

**10.2 Educational Services:**

**10.2.1** Receive Report on Security at K-5/K-8 Schools

**12**

**10.2.2** Receive Report on State Indicators

**13**

**10.2.3** Receive Report on Proposed Social Emotional Learning Instructional Materials Adoption for Grades 6-8

**14-15**

**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:** 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:**

<b>13.1.1</b>	Approve Accounts Payable Warrants (January, 2019) (Separate Cover Item)	<b>16</b>
<b>13.1.2</b>	Ratify Routine Agreements, Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda	<b>17-20</b>
<b>13.1.3</b>	Accept the Generous Donations From the Various Individuals, Businesses, and School Site Parent Teacher Associations Listed Herein With Thanks and Appreciation From the Staff and Students of the Tracy Unified School District	<b>21-22</b>
<b>13.1.4</b>	Accept and Review the Status of School Connected Organization/Booster Club Applications Submitted for the 2018/19 School Year	<b>23-24</b>
<b>13.1.5</b>	Approve Payroll Reports (January, 2019)	<b>25-29</b>
<b>13.1.6</b>	Approve Revolving Cash Fund Reports (January, 2019)	<b>30-33</b>
<b>13.1.7</b>	Approve Entertainment, Assembly, Service, Business and Food Vendors	<b>34-42</b>

**13.2 Educational Services:**

<b>13.2.1</b>	Approve Overnight Travel for Kimball High School (KHS) HOSA-Future Health Professionals Student Members and Advisors to Participate in the California State Leadership Conference in Sacramento, California, March 28-31, 2019	<b>43</b>
<b>13.2.2</b>	Approve Overnight Travel for West, Kimball and Tracy High BSU Clubs to Attend the Black Students of California United (BSCU) Leadership Conference in Monterey, California March 1-3, 2019	<b>44</b>
<b>13.2.3</b>	Approve Agreement for Special Contract Services with California State University, Stanislaus's Great Valley Writing Project to Provide Professional Development to Monte Vista Middle School Teachers on the Staff Development Buy-back Day on March 1, 2019	<b>45-53</b>
<b>13.2.4</b>	Approve HiSET Agreement between Educational Testing Service ("ETS") and the Tracy Adult School	<b>54-68</b>
<b>13.2.5</b>	Approve Out of State Travel for the Tracy High School Cheer Team and Coaches to Participate in the Jamz Spirit Nationals in Las Vegas, Nevada on February 20 – February 23, 2019	<b>69</b>
<b>13.2.6</b>	Approve Overnight Travel for West High Senior Class to Attend Grad Night at Magic Mountain on May 2-3, 2019	<b>70</b>
<b>13.2.7</b>	Approve Overnight Travel for West High Track Team and Coaches to Attend the Arcadia Invitational, in Arcadia California April 4-7, 2019	<b>71</b>
<b>13.2.8</b>	Receive Update on Quarterly Williams Uniform Complaint Reports for the Quarter Ending January 15, 2019	<b>72-73</b>

**13.3 Human Resources:**

- 13.3.1** Accept Resignations/Retirements/Leave of Absence for Classified, Certificated, and/or Management Employment **74-75**
- 13.3.2** Approve Classified, Certificated, and/or Management Employment **76-78**

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

**14.1 Administrative & Business Services:**

- 14.1.1** TRACY SCHOOL FACILITIES FINANCING AUTHORITY **79-84**

**ANNUAL MEETING**

February 12, 2019

7:00 P.M.

Tracy Unified School District – Education Center  
1875 W. Lowell Ave.  
Tracy, CA 95376

1. CALL TO ORDER
2. ROLL CALL/CONFIRMATION OF OFFICERS
  - Establish Quorum

<i>Name</i>	<i>TSFFA Board Position</i>
Steve Abercrombie	Chair
Brian Pekari	Vice-Chair
Jill Costa	Secretary
Ameni Alexander	Member
Simran Kaur	Member
Jeremy Silcox	Member
Lori Souza	Member

<i>Name</i>	<i>TSFFA Staff Position</i>
Brian Stephens	Executive Director
Casey Goodall	Treasurer and Controller

3. Comments From the Public on Items Not on the Agenda  
(5-Minute Time Limit Per Individual)

Persons wishing to speak to items not on the agenda are asked to complete a “Request to Speak” card and present it to the Chair prior to the meeting. Subjects not on the agenda may be introduced at this time, but no action may be taken on them at this meeting. When you address the Board, please stand at the podium and state your name for the record.



Comments From the Floor on Items On the Agenda  
(5-Minute Time Limit Per Individual)

Persons wishing to speak to items on the agenda are asked to complete a “Request to Speak” card and present it to the Chair prior to the meeting. You will be given an opportunity to speak on the subject at the time the item is discussed by the Board. When you address the Board, please stand at the podium and state your name for the record.

**4. DISCUSSION/ACTION –**

**4.1 Approve Meeting Minutes of February 13, 2018**

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

**4.2 Accept the 2017-2018 Independent Annual Financial Report for the Tracy School Facilities Financing Authority (Separate Cover Item)**

**Action:** Motion\_\_\_; Second\_\_\_. **Vote:** Yes\_\_\_; No\_\_\_; Absent; Abstain\_\_.  
(Separate Cover Item)

**5. ADJOURNMENT**

**14.2 Educational Services:**

**14.2.1 Approve Local Solutions Grant**

**85**

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

**14.3 Human Resources:**

**14.3.1 Approve Variable Term Waiver for Special Education – Adapted Physical Education**

**86-87**

**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** February 26, 2019

**17.2** March 12, 2019

**17.3** March 26, 2019

**18. Upcoming Events:**

**18.1** February 18, 2019

President’s Day, No School

**18.2** March 1, 2019

Staff Buy Back Day, No School

**18.3** April 19 – 26, 2019

Spring Break, 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  
Special Meeting of the Governing Board  
For Tracy Unified School District  
Held on Tuesday, January 17, 2019**

- 5:45 PM:** 1. President Abercrombie called the meeting to order and adjourned to closed session.
- Roll Call:** 2. Board: S. Abercrombie, A. Alexander, J. Costa, S. Kaur, B. Pekari, L. Souza  
Staff: B. Stephens, S. Harrison, T. Jalique, C. Goodall, B. Etcheverry  
(There is currently one vacancy on the board)
- 6:00 PM** 5. President Abercrombie called the Tracy Unified School District Board of Education to order and led those present in the Pledge of Allegiance.
- Closed Session:** No Action taken.
- Employees Present:** A. Gossett, M. Petty, R. Pecot, M. Hill, M. Kammen, J. O'Hara, E. Valadez, J. Nott, L. Huerta
- Press:** G. Moore, Tracy Press
- Visitors Present:** S. Voress, V. Eres, R & L. Cortesi
- Hearing of Delegations** 6. None.
- Action Items:** 7.1 **Administrative & Business Services:**  
7.1.1 Conduct Interviews and Approve Provisional Appointment of Board Member for Unexpired Two Year Term  
Each member was asked the following two questions and given up to three minutes to respond to each.
- Question 1:** Why at this time in your career do you desire to serve on the board of trustees?
- Question 2:** After tonight, TUSD will have 6 new board members in the last two and a half months. What expertise in your professional experience are you bringing to assist the board as it moves forward?
- Candidate Jeremy Silcox
1. He has been involved in this community for a long time. He grew up here and was taught by people in this room. He had good experiences growing up here. He remembers people he was around during high school and how they made him feel. He wants to strive for something

better. That led him into teaching and coaching and he realized that coaching was more his passion than teaching. He has been in that capacity in the district for the past 12-14 years and has enjoyed that. He has 5 children from Kindergarten to a freshman which are all in TUSD, one is home schooled but they are working on getting him back into TUSD. These schools have been fantastic and he has a vested interest in the kids. He will look through that lens as far as what is best for the kids and make the decisions. He is a financial advisor and understands there are limits as to what you can and cannot do. The most important thing is to do what is best for kids.

2. Part is in his first answer, his financial background which is his career. He will look through things and knows how to prioritize dollars. He will look at goals and the vision of the different representatives, the union, the district goals and come to a conclusion on what is best to prioritize the dollars. In his capacity, he used to serve as bishop of his church, leading a group of over 500 people. In that capacity, you set a vision of what you are trying to accomplish as a leader. You communicate that vision and hold people accountable to that. He would be able to take emotions out of it and be logical and make good decisions for the district and counsel with those on the board and understand those perspectives. Everyone brings a unique perspective and is important to hear everyone out.

Candidate Guatami Agastya

1. She has been a part of the Tracy community for 15 years, mostly professionally. She has had children in district for past 15 years. One of her children graduated from the IB program at Tracy High and is at UCLA. Her children don't need her at home as much. She is professionally on track and has more time. She does a lot of service during her day job and is motivated to do more for the community. She has 2 prime issues, one is firearms and gun control. She is a member of the American College of Physicians and was elected to fellowship there. In October, ACOP came out with a statement about gun violence. It is not a political stand, but for the patients. They ask everyone they meet if they own a fire arm and is it under safe lock and key. Doctors and teachers are the same and can make a difference. She took a pledge that she would ask her patients if they own a fire arm.

2. On a professional level she has the capacity to understand a wide variety of issues facing the board. She understands the LCAP and knows what interventions are being planned. From a personal standpoint she has the interrelationship skills that are needed. She talks to patients of all backgrounds, mentally challenged, LGBT, and talks and connects with them. She organizes several groups and interacts on different issues of traditions and cultures. A year ago she formed an association of female physicians in the Bay Area, of all different specialties. If anyone has questions, they can put things together, with no political agenda.

Candidate Zachary Hoffert

1. His experiences professionally and academically have prepared him for this. He has been part of this community since he was 2 years old. Tracy is his home and he attended college at UNR. He attended TUSD schools and received a quality education. He's been instilled with a need to give back and do community service. He was involved in mock trial, drama and leadership. He attended UNR and majored in political science hoping to contribute to society. He has worked as an orientation guide and has served as academic tutor to student athletes and served as director of policy and media for student government. He saw how it affects students. Most important was his time as special ed teacher. He has seen students who have struggled and need help and are often forgotten.

2. He is bringing his experience of policies and working with diverse students. At the college level he was looking at state and federal level policy and figuring out what needs to be done and what can be done and what isn't being done. At end of day, being a board member isn't just policies but wants to be sure students are getting a quality education. He believes certain students are not getting that opportunity.

Candidate Tom O'Hara

1. There is an open seat and there is no other member that has education as a background and thinks he will do a great job. He can be a part of a team and make good decisions. Has done this his whole life with family, teaching, coaching and his military career. He understands problems, gathers information and is a good listener. He would use that to make evidence based decisions. It has worked very well. He was oldest of 8 kids and has been teaching things his whole career. He joined the Airborne Infantry, got promoted and found he had to teach his guys everything. He applied those skills when he joined the teaching profession. He received awards at every level including several teacher of the year awards. He would be able to use some of his strengths and bring them to this board. He understands the board is not involved in the daily running of the district. That is a disaster if you try to get involved in that.

2. The number one thing is that students are number one. He has strengths he can bring because he knows what it is like. At the last board meeting there were a lot of presentations and he knew what they were talking about. TUSD is in a great place. He is a consultant with a writing project and goes to other school districts teaching teachers how to teach writing. Several have asked about what we are doing in Tracy. The word is out that we are doing the hard work that makes good instruction. Many districts don't and they try to just buy a computer and think problems will go away. We are investing in helping teachers learn how to be better. We will never be good enough and always try to get better. He would like to be a part of that operation that is already ongoing. Thinks we could do more for career readiness. We are good for college. A lot of students will not go to college and we should offer more things



for them.

#### Candidate Mateo Bedolla

1. He has lived in Tracy his whole life. He graduated from Tracy High in 2011 and cares deeply about the community. He wants to provide quality education for all students. He has business and legislative experience. He returned to private sector and currently manages teams.

2. His expertise would be legislative and construction management. Before he was a framer. His goal is to help prepare students for college and provide career tech options in health care and trades for students who may not choose a 4-year education.

#### Candidate Vecky Elliott

1. She has served in many capacities and roles as a parent, educator and community organizer. She is active in the classroom and served as a board member in various organizations. She has skills and abilities to help push forward the vision of the school district and bring extra funding and new initiatives to help close gaps in individual academic achievement for students. There are tools available to our students that we do not fully take advantage of. She would like to work with the board and continue collaboration to bring in technology and tools that could benefit the school district.

2. As a community volunteer and organizer she has been a member of many organizations and involved in strategic assessment and long term planning. She has a background in stakeholder and community outreach engagement. She has built capacity in organizations and research development and found potential funding sources. She has done extensive research on outside funding sources and partnership building and collaboration. She does not have experience in negotiations. She is eager, determined and committed to learning from the board. You have done a fantastic job on closing the gap on the budget deficit. She would like to serve in any capacity necessary. She has knowledge and experience in budgeting.

#### Candidate Lavawn Valadez

1. She has had 4 children go through TUSD. Three of them were on IEPs. She has been working in the classrooms with teachers for over 22 years. She understanding the challenges they face. She spoke with Dr. Stephens and Dr. Goodall on several occasions. There is a lot that could be done. The board can come together and work with classified and teachers and she is excited to take on that challenge.

2. She has a background in insurance and finances. She has worked with the teachers and students and has been on committees and meetings for the schools. She feels like she has experience and is proud of what we have done.

Trustee Costa thanked the candidates. Her number 1 pick is Mr. Silcox. Trustee Souza commented that there are many great people here. She votes for Mr. Silcox. Trustee Kaur thanked everyone for being here. She hopes that they keep active in the schools. She picks Vecky Elliot. Trustee Alexander thanked everyone. His pick is Dr. Dr. Agastya. Trustee Pekari commented that this is a very hard decision and no matter what they should keep involved. His first choice is Mr. Silcox. Trustee Abercrombie thanked everyone. His first pick would be Mr. Silcox.

**Action:** Costa, Souza. **Vote:** Yes-6; No-1(Alexander)

President Abercrombie administered the oath of office to Jeremy Silcox.

**Adjourn: 6:40 pm**

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
Date

**Minutes of  
Regular Meeting of the Governing Board  
For Tracy Unified School District  
Held on Tuesday, January 22, 2019**

- 5:30 PM:** 1-3. President Abercrombie called the meeting to order and adjourned to closed session.
- Roll Call:** 4. Board: S. Abercrombie, A. Alexander, J. Costa, S. Kaur, B. Pekari, J. Silcox, L. Souza  
Staff: B. Stephens, S. Harrison, T. Jalique, C. Goodall, B. Etcheverry
- 7:00 PM** 5. President Abercrombie called the Tracy Unified School District Board of Education to order and led those present in the Pledge of Allegiance.  
A moment of silence for teacher, Dorey Weiss, who recently passed away.
- Closed Session:** 6a Finding of Fact – #18-19/#39, #18-19/#40, #18-19/#41, #18-19/#42  
**Action:** **Action:** Pekari, Souza. **Vote:** Yes-7; No-0.  
6b Report Out of Action Taken on Application for Reinstatement #16-17/#11, #17-18/#12, #17-18/#13, #17-18/#14  
**Action:** **Vote:** Yes-7; No-0.  
6c Report Out of Action Taken on Terminate Employment of Classified Employee #UCL-314 IEP Para Educator Pursuant to Board Policy and Administrative Regulation 4218  
**Action:** **Vote:** Yes-7; No-0.  
6d Report Out of Action Taken on Consider Non-Paid Leave of Absence Request for Classified Employee #UCL- 315, Pursuant to Article XXIII  
**Action:** Approved. **Vote:** Yes-7; No-0.  
6e Report Out of Action Taken on Consider Release Probationary Classified Employees #UCL-316 School Supervision Assistant  
**Action:** Approved. **Vote:** Yes-7; No-0.
- Minutes:** **Approve Regular Minutes of January 8, 2019**  
**Action:** Kaur, Souza. **Vote:** Yes-6; No-0; Abstain-1(Silcox)
- Employees Present:** A. Gossett, D. Schneider, B. Maslyar, G. Bradley, M. Beattie, J. Stocking, T. Salinas, R. Garcia, B. Carter, R. Pecot, A. Flores, J. Piazza, K. Felisberto, J. Nott, L. Flores, C. Munter,
- Press:** None.
- Visitors Present:** G. Coronado, B. Mendez, A. Villela, A. Barba, L. Valadez
- Student Rep Reports:** **Kimball High:** Gabriel Coronado reported that it is a busy time for Kimball High and students are preparing for spirit week February 4-8<sup>th</sup>. On Friday the theme of

the rally is Space Jam. There will be a staff v. student game of volleyball and a black light dance following. In winter sports the boys' basketball team is 9-9 and the girls are 5-2. Girls' basketball senior night is February 6<sup>th</sup>. Students are working hard for the last semester in high school. Schedules are being picked for next year. The next theatre performance will be *West Side Story* and tonight is the first rehearsal.

**West High:** Briana Mendez and Alexis Villela reported that AVID held their annual toy drive for Brighter Christmas. The Holiday Basketball Tournament was held and the boys' team took 2<sup>nd</sup> place. The new year started off great with the Winter Ball Dance. Students enjoyed dancing the night away. During lunch every Friday Leadership chooses students to showcase their musical talent. They are also going to Jacobson to meet 1<sup>st</sup> and 2<sup>nd</sup> grade reading buddies. The girls' basketball team won, but the boys' team lost against Tracy High. The MLK Breakfast was a success and was organized by the BSU and held at Tracy High. Students will be participating in the first suicide prevention walk. All proceeds will go to the Yellow Ribbon Society. The Conflict Management Team has put together a video which discusses mental health.

**Tracy High:** Alyssa Barba commented that it is a new year and there have been many activities. The annual blood drive had a total of 45 people donate and they collected 36 units of blood. They will be hosting another drive in March. This week is Hoopla Week. She showed a commercial that they made about Hoopla. The theme is Bulldog Comic-Con. Today was the first day of spirit week. Tomorrow is Hero Day and Thursday students will dress in all white or neon for the black light rally. Mr. and Mrs. Bulldog nominees were announced today. There is no school on Friday but the boys play against Lincoln and there will be a dance following. In wrestling, they went 3-2 competing against West. In soccer, girls will play Tokay and the boys will play them tomorrow. The boys' basketball team took a big win against West High last Friday. The cheer team will be competing in Vegas and seniors will be receiving their IB and AP college testing papers.

## **Recognition & Presentations:**

### **9.1 Poet Christian School Presentation**

Principal, Bill Maslyar, presented a power point. Poet's initiatives include HMH which is in year 2 and implementing AVID this year. Relationships with staff, students and parents and school culture is everything. He reviewed some of their activities that brings everyone together including science night, math night, school carnival, Dr. Seuss week and dads and donuts. Hockey night is coming up next week and about 400 families participated for dads and donuts. Brighter Christmas had over 40 boxes of canned goods donated and students had a great time. They also enjoyed "Walk Through the Ancient World" and a recycling project. Teachers are focusing on higher level questioning and student engagement, staff videos and reflections. It is an eye-opening experience to watch a video of themselves teaching a lesson. The CAASPP scores have double digit increases. They are excited for AVID which started this year with grades 5th-8<sup>th</sup> and work down. Those teachers are very excited about AVID. He is hoping to do summer planning with 3<sup>rd</sup> and 4<sup>th</sup> grade team. It has been a positive for students and staff.

<b>Information &amp; Discussion Items:</b>	<b>10.1</b>	<b>Administrative &amp; Business Services:</b>
	<b>10.1.1</b>	<p>Receive Report on Governor Newsom’s Proposal for the 2019-20 Fiscal Year State Budget</p> <p>Associate Superintendent of Business Services, Dr. Casey Goodall, presented a power point. He reviewed the budget calendar, enrollment trends, impact of governor’s proposal on budget and revenues and the impact on expenditures. This year our enrollment declined by 327 students. He also reviewed the major assumptions and the pay down pension shortfall</p> <p>Trustee Kaur left the meeting at 7:26 p.m. Trustee Kaur returned to the meeting at 7:27 p.m.</p>
	<b>10.1.2</b>	<p>Receive Report on Actuarial Study of Post Employment Benefits In Support of Governmental Accounting Standards Board Statement 75 (Separate Cover Item)</p> <p>Associate Superintendent of Business Services, Dr. Casey Goodall, spoke about the reason why an actuarial study was first required.</p>
	<b>10.2</b>	<b>Educational Services:</b>
	<b>10.2.1</b>	<p>Receive Updated Report on Local Indicators</p> <p>Director of Continuous Improvement, State &amp; Federal Programs, Julianna Stocking and Director of Assessment and Accountability, Tania Salinas, presented a power point and reviewed the priorities. All of this data can be found on the school dashboard. They also reviewed the California accountability indicators.</p>
<b>Hearing of Delegations</b>	<b>11.</b>	Jacqui Nott, TEA president, welcomed newest board member, Jeremy Silcox. She thanked him for giving his time and congratulated him. She also thanked the board members for appointing such a good representative.
<b>Public Hearing:</b>	<b>12.1</b>	<b>Administrative &amp; Business Services:</b> None.
<b>Consent Items:</b>		<b>Board approval of any agenda item requiring insurance is conditioned upon acceptance of appropriate insurance accepted by Tracy Unified.</b>
		<b>Action:</b> Costa, Souza. <b>Vote:</b> Yes-7; No-0.
	<b>13.1</b>	<b>Administrative &amp; Business Services:</b>
	<b>13.1.1</b>	Approve Accounts Payable Warrants (December, 2018) (Separate Cover Item)
	<b>13.1.2</b>	Accept the Generous Donations From the Various Individuals, Businesses, and School Site Parent Teacher Associations Listed Herein With Thanks and Appreciation From the Staff and Students of the Tracy Unified School District
	<b>13.1.3</b>	Approve Payroll Reports (December, 2018)
	<b>13.1.4</b>	Approve Revolving Cash Fund Report (December, 2018)
	<b>13.1.5</b>	Ratify Routine Agreements, Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda



13.1.6 Ratify Measure B Related Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda

**13.2 Educational Services:**

13.2.1 Approve Agreement for Special Contract Services with Nancy Fetzer from Literacy Connections to Provide Balanced Literacy and Writing Coaching to McKinley Elementary School Teachers during the 2018-2019 School Year

13.2.2 Approve MOA to Establish and Operate an Air Force Junior Reserve Officer Training Corps Unit

**13.3 Human Resources:**

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

13.3.2 Approve Classified, Certificated and/or Management Employment

**Action Items:**

**14.1 Administrative & Business Services:**

14.1.1 Appoint Representatives to the following committees:  
Budget; CALSSD; City Schools Liaison; District Attendance Area; Facilities Advisory; Facility Use Policy Review; Family Life; Legislative Action; SJCSBA; Special Ed, TAPFFA; Tracy Learning Center/Ad Hoc Board Member; Charter Schools; Tracy Parks

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

14.1.2 Accept the 2017-18 Independent Financial Audit and Performance Audit for Measure B General Obligation Bond  
(Separate Cover Item)

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

**14.2 Educational Services:**

14.2.1 Approve Adoption of Instructional Materials for International Baccalaureate Psychology

**Action:** Souza Costa. **Vote:** Yes-6; No-0.

14.2.2 Approve Adoption of Instructional Materials for History-Social Science Instructional Materials Grades 6-12

**Action:** Costa, Kaur. **Vote:** Yes-6; No-0; Abstain-1(Silcox). \_\_\_\_

14.2.3 Approve Adoption of Instructional Materials for IB Philosophy SL

**Action:** Costa, Souza. **Vote:** Yes-6; No-0; Abstain-1(Silcox).

14.2.4 Approve Data Sharing and Service Partnership Agreement between Tracy Unified School District and The Foundation for California Community Colleges on behalf of: The California College Guidance Initiative (Separate Cover Item)

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

14.2.5 Approve Funding for the United States Department of Education's Education Innovation and Research Grant, Leadership of STEM: The PreK-12 STEM Pathway, for the 2018-2023 School Years  
(Presentation)

Director of IMC, Dr. Debra Schneider, and Director of Professional Learning and Curriculum, Melissa Beattie, presented a power point. We have 2 science grants. In 2014, we received a small grant from West Ed

to implement NGSS K-8 and train 50 teachers and 6-10 core leadership teachers. We are in year 5 and have one more year after that. We received some national attention, a group in Boston contacted us and in October of 2018, we received a 5-year \$4 million dollar grant for PreK-12 for STEM for all TUSD students. We were 1 of 18 applications. There were 284 applications received. This puts Tracy on the map as a national leader. We will build on a long term commitment. This will allow us to move work to the next level. We wanted this grant as part of our continuous improvement framework and bringing more equity to students. Nationally and regionally we need to get our students ready for high paying jobs. Why STEM? Project growth in STEM employment is projected higher, focusing on computer science and engineering, which are the faster growing of STEM occupations. TUSD is committing itself to align to STEM goals. Through this grant, we will move to next level. Teacher teams will center on design challenges. Framing all of our work through the rigor, relevance framework. This includes partnerships outside of Tracy Unified. National partners include CTAC and ABT Associates. We are required to have an independent evaluation. We will be sharing this grant with these 2 organizations. It requires a 10% match so we are looking for more funding. Within the grant structure there is a technology working group, standards and curriculum team, implementation team and community collaborator. They reviewed the implementation timeline. The first year of the grant will be 2019-2010 for all K-5. And will add 6-8 and 9-12 during the second year. The project goals are to increase student academic growth in ELA, Math and Science; increase college and career readiness; develop and deliver PreK-12 STEM curriculum; and to increase rigor, relevance, and student engagement in STEM instruction.

Trustee Kaur left the meeting at 8:07 p.m. and did not return.

**Action:** Costa, Pekari. **Vote:** Yes-6; No-0; Absent-1(Kaur)\_  
**14.2.6** Approve Agreement for Special Contract Services with the International Center for Leadership in Education (ICLE) a Division of Houghton Mifflin Harcourt to Provide Professional Development for District Administrators, Site Administrators and Teachers in the 2019-2020 School Year

**Action** Silcox, Souza. **Vote:** Yes-6; No-0; Absent-1(Kaur)

**14.3 Human Resources:**

**14.3.1** Approve Agreement with The Regents of the University of California for teacher candidates to obtain a Preliminary Multiple or Single-Subject Credential

**Action:** Pekari, Silcox. **Vote:** Yes-6; No-0; Absent-1(Kaur)\_

**14.3.2** Approve Student Teaching Agreement with Grand Canyon University

**Action:** Costa, Souza. **Vote:** Yes-6; No-0; Absent-1(Kaur)

**Board Reports:**

Trustee Silcox thanked Jacqui Nott for the vote of confidence. He is looking forward to working with everyone. Trustee Souza congratulated TUSD for being awarded the STEM grant. She is happy that AVID is now at Poet. Trustee Kaur

left the meeting early. Trustee Alexander thanked everyone who came out to the MLK Breakfast. It is a worthy cause and they raised scholarship money. The message from MLK is a message we should all live by. Trustee Costa commented that the MOA approved tonight to established the second class of JROTC at West High is great. She thinks the students involved in this program are amazing. Trustee Pekari thanked the students and commented that it is always nice to hear from our high school students. It is awesome to have AVID at Poet. He attended the LCAP meeting that Julie put on and there was great attendance. He also attended the MLK breakfast yesterday. It is nice to have the 3 high school BSUs collaborating together to put this on. Trustee Abercrombie thinks it is great to have another JROTC class. Great to have the AVID program at Poet. The MLK Breakfast yesterday was nice and it was great hearing from the kids.

**Superintendent  
Report:**

Dr. Stephens welcomed Mr. Silcox to the board. He thinks he will be a great addition. The MLK breakfast has really grown over the last 5 years. He was pleased with the turn out. The West High Lip Sync Contest was Friday and they had a young man that did a great job impersonating Lady Gaga. It was amazing and he brought the house down. Yesterday was a national release on our STEM grant by CTAC and it was sent nation-wide. This is a fundamental change for TUSD. CTAC is the very best. We need to be thankful that we are in TUSD. This is a quality district that has wonderful classified, certificated and administrative staff. We are constantly moving in the right direction and he is proud to be a part of it.

**Adjourn: 8:30 pm**

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
Date



# EDUCATIONAL SERVICES MEMORANDUM

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**TO:** Dr. Brian R. Stephens, Superintendent  
**FROM:** Dr. Sheila Harrison, Associate Superintendent of Educational Services  
**DATE:** February 4<sup>th</sup>, 2019  
**SUBJECT:** Receive Report on Security at K-5/K-8 Schools

**BACKGROUND:** At the January 22, 2019 School Board Meeting the board asked for information regarding K-5/K-8 Security district wide.

**RATIONALE:** The accompanying report provides specifics as to the current security staffing at schools, human resource policy and procedures, and the role of security.

**FUNDING:** There is no cost to the District for the report

**RECOMMENDATION:** Receive Report on Security at K-5/K-8 Schools

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



# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Brian R. Stephens, Superintendent  
**FROM:** Dr. Sheila Harrison, Associate Superintendent of Educational Services  
**DATE:** February 12, 2019  
**SUBJECT:** Receive Report on State Indicators

**BACKGROUND:** On Thursday, December 6, 2018 the California School Dashboard provided an annual update to the general public reflecting 2018 State and Local Indicator Data. The Dashboard is the reporting system for California's new multiple measures accountability system. The state's new accountability system includes both state and local indicators. The Dashboard displays the status (current performance), the change (difference from prior performance), and the performance level (color) for each state indicator. District Staff collected and analyzed data for the local indicators through the spring and fall of 2017. California provides an annual release of the Dashboard data in December.

**RATIONALE:** An informational report was provided to the Board on January 22, 2019 regarding California's new accountability system and the California School Dashboard Local Indicator Data. The District must report to the Governing Board annually on the State and Local Indicators. This report will provide an update on the District's progress on the State Indicators: Priority 4: Pupil Achievement; Priority 5: Pupil Engagement; Priority 6: School Climate; Priority 7: Course Access; and Priority 8: Other Pupil Outcomes. This supports District Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or career goals; District Strategic Goal #2: Hire, support, develop, train, and sustain district employees who create a singleness of purpose focused on maximizing students' academic, social, and emotional potential; and District Strategic Goal #3: Apply fiscal, operational and community resources to ensure a safe learning environment that supports staff and student goals.

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

**RECOMMENDATION:** Receive Report on State Indicators

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





# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Brian R. Stephens, Superintendent  
**FROM:** Dr. Sheila Harrison, Associate Superintendent of Educational Services  
**DATE:** January 28, 2019  
**SUBJECT:** **Receive Report on Proposed Social Emotional Learning Instructional Materials Adoption for Grades 6-8**

**BACKGROUND:** TUSD's multi-tiered system of support for students is based in a "wholistic approach," defined as one that uses policies, practices, and relationships to ensure that each child in each school in each community is healthy, safe, engaged, supported, and challenged. Such an approach requires attention to all of the systems that effect student achievement, from the academic system to equally important non-academic systems in the child's life, such as their social and emotional spheres. If a student embodies positive social and emotional skills, those skills will work as an academic enabler for that student, meaning that they will help the student to successfully navigate through the educational system. On the other hand, if the student has social and/or emotional deficits, then those deficits almost certainly will serve as an academic disabler for the student, meaning the lack of social and emotional learning skills will impair the student's ability to be successful in the school environment.

To build students' social and emotional learning (SEL), TUSD targets the core competencies identified by the Collaborative for Academic, Social and Emotional Learning (CASEL), a non-profit whose research for more than 20 years has informed federal and state policy as well as curriculum development for SEL.

TUSD expanded SEL instruction with *Second Step (K-5)* to all students in grades K-5 during the 2017-18 school year. In 2018-19, TUSD deepened that work to include SEL pre- and post-tests that are given before and after SEL instruction to track impact and respond to student progress in these areas. In addition, middle school teachers have been engaged in an instructional materials adoption process to find SEL materials suitable for middle school students. Led by Molly Long, Prevention Services Coordinator, teachers reviewed three well-respected SEL programs for middle school students. They selected one program and asked the Curriculum Council for a recommendation for adoption to the Board of Education. Community members have been made aware of the adoption process through public announcements and public review of materials at the Instructional Media Center.

The Curriculum Council recommends this program for adoption for the Tracy Unified School District's SEL instruction for students in grades 6-8: *Second Step: Middle School Program* (2017) by the Committee for Children, a digital online curriculum.

**RATIONALE:** *Second Step: Middle School Program* is recommended for adoption because it demonstrates the highest correlation to the following evaluation criteria:

- Alignment to core competencies for Social and Emotional Learning (SEL) set by the Collaborative for Academic, Social and Emotional Learning (CASEL)
- Alignment with skills assessed in TUSD's pre/post assessments in SEL (growth mindset, social awareness and emotion regulation)

- Student engagement in learning
- Ease of use for teachers for instruction and building rapport with students
- *Second Step (K-5)* is already used in TUSD; using *Second Step: Middle School Program* allows for articulation of concept language, skills, instructional approach and content across K-8

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

**FUNDING:** Funding for the purchase of recommended materials not to exceed \$52,000 will be provided by Local Control Accountability Plan funds from Goal 2, Action 3, for the purchase of instructional materials for SEL.

**RECOMMENDATION:** Receive Report on Proposed Social Emotional Learning Instructional Materials Adoption for Grades 6-8

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



# BUSINESS SERVICES MEMORANDUM

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**TO:** Dr. Brian Stephens, Superintendent  
**FROM:** Dr. Casey Goodall, Assoc. Superintendent of Business Services  
**DATE:** February 1, 2019  
**SUBJECT:** Approve Accounts Payable Warrants (January, 2019)

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

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

**FUNDING:** N/A

**RECOMMENDATION:** Approve Accounts Payable Warrants (January, 2019).

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



# BUSINESS SERVICES MEMORANDUM

**TO:** Dr. Brian Stephens, Superintendent  
**FROM:** Dr. Casey Goodall, Associate Superintendent for Business Services  
**DATE:** January 30, 2019  
**SUBJECT:** **Ratify Routine Agreements, Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda**

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

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

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

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

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

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

**BUSINESS SERVICES**  
**FACILITIES DEVELOPMENT DEPARTMENT**  
**February 12, 2019**  
**SUMMARY OF SERVICES**

- 
- |    |                  |  |
|----|------------------|--|
| A. | Vendor:          | Bockmon & Woody Electric Company   |
|    | Site:            | Louis Bohn Elementary School – Building D Replacement  |
|    | Item:            | Proposal - Ratify  |
|    | Services:        | Contractor to disconnect power, fire and intrusion alarm system, data and the clock/bell/speaker system from the two interim housing portables that were placed on campus due to the classroom fire. |
|    | Cost:            | \$10,610.73  |
|    | Project Funding: | Unrestricted General Fund/Insurance Reimbursement  |
- 
- |    |                  |   |
|----|------------------|---|
| B. | Vendor:          | Mozingo Construction, Inc.  |
|    | Site:            | Louis Bohn Elementary School – Building D Replacement   |
|    | Item:            | Proposal - Ratify   |
|    | Services:        | Contractor to sawcut, remove asphalt, raise existing hydrant and pour the concrete back for the fire hydrant on site. |
|    | Cost:            | \$1,989.75  |
|    | Project Funding: | Unrestricted General Fund/Insurance Reimbursement   |
- 
- |    |                  |  |
|----|------------------|--|
| C. | Vendor:          | PQ Bids  |
|    | Site:            | District Wide  |
|    | Item:            | Proposal   |
|    | Services:        | One year of web based services to pre-qualify all electrical, mechanical and plumbing prime contractors and subcontractors for the District's Lease-Leaseback projects, projects using funds received pursuant to the Leroy F. Greene School Facilities Act of 1998 or any funds received, including funds reimbursed, from any future state school bond for a public project that involves a projected expenditure of \$1 million or more, includes receiving CUPCCA tracking and monitoring for "informal bids". |
|    | Cost:            | \$12,500.00  |
|    | Project Funding: | Unrestricted General Fund/Facilities Funds   |
- 
- |    |                  |  |
|----|------------------|--|
| D. | Vendor:          | BLX Group, LLC   |
|    | Site:            | District Wide  |
|    | Item:            | Updated Proposal - Ratify  |
|    | Services:        | Firm to provide arbitrage rebate compliance services for (5) bond series. Orrick Herrington will include a legal opinion with each report.       |
|    | Cost:            | Initial Fee: \$500.00/Issue   Annual Fee: \$250.00/Issue   Fifth Year Fee: \$3,000.00/Per Report   Spending Exception Opinion Letter: \$1,000.00 |
|    | Project Funding: | Unrestricted General Fund/Facilities Funds   |
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E. Vendor: GHD  
Site: Delta Island Site  
Item: Proposal - Ratify  
Services: Consultant to provide additional evaluation regarding arsenic in groundwater at the site, conduct additional analysis of the data to develop a statistically supportable position to represent a value for the arsenic in the groundwater and prepare an alternative report presentation.  
Cost: \$14,741.30  
Project Funding: Unrestricted General Fund/Facilities Funds

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F. Vendor: Warren Consulting Engineers, Inc.  
Site: West High School  
Item: Proposal  
Services: Consultant to provide topographic survey and civil engineering services; which include design development, construction documents, field lettering and logo designs and construction administration services for the West High School Stadium Athletic Field replacement.  
Cost: \$29,800.00  
Project Funding: Unrestricted General Fund/Deferred Maintenance

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G. Vendor: RGM & Associates  
Site: West High School  
Item: Exhibit E Amendment to Agreement  
Services: Construction management to assist with the planning, design, bidding, construction management and project close out for the West High School Stadium Athletic Field replacement.  
Cost: \$42,700.00  
Project Funding: Unrestricted General Fund/Deferred Maintenance

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H. Vendor: Champion Industrial Contractors, Inc.  
Sites: West High School  
Item: Change Order #2 - Ratify  
Services: Contractor changed exhaust fan and replaced backsplash and hole cover.  
Cost: \$6,031.00  
Project Funding: Unrestricted General Fund/Deferred Maintenance

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I. Vendor: Creative Window Interiors, Inc.  
Site: Various K-8 School Sites – Horizontal & Vertical Blinds  
Item: Notice of Completion  
Services: Contractor furnished and installed window coverings at various locations throughout the kindergarten thru 8<sup>th</sup> grade school sites.  
Cost: \$13,680.00 Change Orders: \$984.55 Final Contract: \$14,664.55  
Project Funding: Unrestricted General Fund/Deferred Maintenance

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J. Vendor: Creative Window Interiors, Inc.  
Site: Various Middle School Sites – Horizontal & Vertical Blinds  
Item: Notice of Completion  
Services: Contractor furnished and installed window coverings at various locations throughout the middle school sites.  
Cost: \$10,940.00 Change Orders: \$0.00 Final Contract: \$10,940.00  
Project Funding: Unrestricted General Fund/Deferred Maintenance

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K. Vendor: W.C. Maloney & Professional Asbestos and Lead Services, a Joint Venture  
Site: Tracy High School – New Parking Lot  
Item: Agreement  
Services: Contractor to provide the abatement and demolition of all the Stereo Shop structures in preparation for the future parking lot.  
Cost: \$131,000.00  
Project Funding: State School Facilities Funds-Project Savings from Various Projects

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# BUSINESS SERVICES MEMORANDUM

**TO:** Dr. Brian Stephens, Superintendent  
**FROM:** Dr. Casey Goodall, Associate Superintendent for Business Services  
**DATE:** January 14, 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:

Freiler Elementary School:

1. Tracy Unified School District/Freiler Elementary School: From the Benevity Community Impact Fund, with matching funds from Google, Inc. for the amount of \$500.00 (ck. #0000207958). This donation will be used for school supplies.

Kimball High School:

1. Tracy Unified School District/Kimball High School: From WePay for the amount of \$4,311.64 (ck. #0030328492). This donation was made using the Snap Raise platform. It will benefit Kimball High School's girls basketball teams and will be used towards the purchase of equipment and for tournament entry fees.

Tracy High School:

1. Tracy Unified School District/Tracy High School: From the Tracy Breakfast Lions Club for the amount of \$4,296.00 (ck. #1129). This donation will benefit Tracy High Schools basketball teams.
2. Tracy Unified School District/Tracy High School: From Central Valley Association of Realtors for the amount of \$750.00 (ck. #6577). This donation will benefit the Tracy High School Bulldog Project.

West High School:

1. Tracy Unified School District/West High School: From the West High Music Boosters, for the amount of \$2,415.14 (ck. #1016). This donation will be used towards the purchase of marching jackets for the West High School band.
2. Tracy Unified School District/West High School: From SJFB Foundation for Agriculture Education for the amount of \$500.00 (ck. #2862). This donation will be used towards transportation costs for Ag fields days.

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

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

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

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



# BUSINESS SERVICES MEMORANDUM

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**TO:** Dr. Brian Stephens, Superintendent  
**FROM:** Dr. Casey Goodall, Associate Superintendent for Business Services  
**DATE:** February 12, 2019  
**SUBJECT:** **Accept and Review the Status of School Connected Organization/Booster Club Applications Submitted for the 2018/19 School Year**

**BACKGROUND:** The District recognizes the importance of having parent support/booster clubs that enhance and assist in furthering the educational opportunities of students. Community support organizations (CSO's) such as Parent Teacher Clubs, Parent Teacher Associations, Athletics Boosters, Band Boosters, Advisory Groups, and any other organizations approved by the Board, promote, encourage, and support the approved academic, co-curricular, and extra curricular activities of the district. The attached document reflects the current status of active School Connected Organizations for the current year. Those groups approved by prior Board Action are indicated as *Approved*. Those being submitted for current approval are indicated as *Recommended for Approval*. Those groups that have indicated an interest in approval, but have not yet met all approval requirements, are indicated as *Pending*. In addition to the status of *Approved*, *Recommended for Approval*, and *Pending*, each organization is marked as being either *Current* or *Revoked*. *Current* means the organization has submitted a current reconciled bank statement within the past two months and all other documentation is adequate. *Revoked* means the organization has failed to submit a current reconciled bank statement within the past two months, other documentation is inadequate, or some other condition exists for which additional compliance steps are required.

**RATIONALE:** Acceptance of this item indicates endorsement by the School Board of the current status of each recognized School Connected Organization or Booster Club in order to meet the District's strategic goal: strategic goal #5 – Continuously improve fiscal, facilities and operational processes.

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

**RECOMMENDATION:** Accept and Review the Status of School Connected Organization/Booster Club Applications Submitted for the 2018/19 School Year.

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





## 2018/19 School-Connected Organization/ Booster Clubs

Organization	Status	Current Reviewed Bank Statements
Bohn PTO	<i>Approved</i>	<i>Current</i>
Freiler SPA	<i>Approved</i>	<i>Current</i>
George Kelly PTO	<i>Approved</i>	<i>Current</i>
Hirsch PTO	<i>Approved</i>	<i>Current</i>
Homefield Advantange Athletic Booster Club	<i>Approved</i>	<i>Current</i>
Jacobson Staff Parent Association	<i>Approved</i>	<i>Current</i>
Jaguar Theatre Booster Club	<i>Approved</i>	<i>Current</i>
Kimball High Athletic Booster Club	<i>Approved</i>	<i>Current</i>
Kimball High School Music Boosters	<i>Approved</i>	<i>Current</i>
Kimball High School PSTA	<i>Approved</i>	<i>Current</i>
Monte Vista Parent Club	<i>Approved</i>	<i>Current</i>
Parents at Williams Staff Students (PAWSS)	<i>Approved</i>	<i>Current</i>
Poet Christian PTSA	<i>Approved</i>	<i>Current</i>
South/West Park Parent Club	<i>Approved</i>	<i>Current</i>
Tracy Bulldog Band Booster Club (TBBBC)	<i>Approved</i>	<i>Current</i>
Tracy High Baseball Boosters	<i>Approved</i>	<i>Current</i>
Tracy High School Football Boosters	<i>Approved</i>	<i>Current</i>
Tracy High Softball Booster Club	<i>Approved</i>	<i>Current</i>
Tracy High Volleyball Booster Club	<i>Approved</i>	<i>Current</i>
Villalovoz PFC	<i>Approved</i>	<i>Current</i>
West High Music Boosters	<i>Approved</i>	<i>Current</i>
West High Science Boosters	<i>Approved</i>	<i>Current</i>



# BUSINESS SERVICES MEMORANDUM

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**TO:** Dr. Brian Stephens, Superintendent  
**FROM:** Dr. Casey Goodall, Associate Superintendent for Business Services  
**DATE:** February 1, 2019  
**SUBJECT:** **Approve Payroll Reports (January, 2019)**

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

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

**FUNDING:** N/A

**RECOMMENDATION:** Approve Payroll Reports (January, 2019).

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

Pay Date 01/10/2019

Fund 01

## LABOR DISTRIBUTION FOR EMPLOYEE SUMMARY

Fund	01	SACS Object	Amount	
		1100	288,273.20	Teachers' Salaries
		1200	729.24	Cert Pupil Support Salaries
		1900	3,254.72	Other Certificated Salaries
		2100	25,102.68	Instructional Aides' Salaries
		2200	85,657.02	Classified Support Salaries
		2400	16,129.72	Clerical & Office Salaries
		2900	6,244.55	Other Classified Salaries
		<b>Total Labor</b>	<b>425,391.13</b>	
Fund	01	SACS Object	Amount	
		3101	33,735.32	STRS On 1000 Salaries
		3201	257.38	PERS On 1000 Salaries
		3202	5,820.82	PERS On 2000 Salaries
		3301	5,539.52	
		3302	8,174.95	
		3501	146.31	State Unemploy On 1000 Salary
		3502	66.58	State Unemploy On 2000 Salary
		3601	5,531.94	Worker'S Comp Ins On 1000 Sal
		3602	2,519.98	Worker'S Comp Ins On 2000 Sal
		<b>Total Contributions</b>	<b>61,792.80</b>	
Fund	11	SACS Object	Amount	
		1100	10,862.72	Teachers' Salaries
		1200	1,956.19	Cert Pupil Support Salaries
		2100	693.32	Instructional Aides' Salaries
		<b>Total Labor</b>	<b>13,512.23</b>	
Fund	11	SACS Object	Amount	
		3101	1,133.43	STRS On 1000 Salaries
		3202	125.23	PERS On 2000 Salaries
		3301	201.68	
		3302	53.04	
		3501	6.40	State Unemploy On 1000 Salary
		3502	0.35	State Unemploy On 2000 Salary
		3601	242.62	Worker'S Comp Ins On 1000 Sal
		3602	13.12	Worker'S Comp Ins On 2000 Sal
		<b>Total Contributions</b>	<b>1,775.87</b>	
Fund	12	SACS Object	Amount	
		2100	2,803.37	Instructional Aides' Salaries
		<b>Total Labor</b>	<b>2,803.37</b>	
Fund	12	SACS Object	Amount	
		3202	86.53	PERS On 2000 Salaries
		3302	136.39	
		3502	1.40	State Unemploy On 2000 Salary
		3602	53.09	Worker'S Comp Ins On 2000 Sal
		<b>Total Contributions</b>	<b>277.41</b>	

Fund 13	<b>SACS Object</b>	<b>Amount</b>	
	2200	18,689.25	Classified Support Salaries
	<b>Total Labor</b>	<b>18,689.25</b>	
Fund 13	<b>SACS Object</b>	<b>Amount</b>	
	3202	841.55	PERS On 2000 Salaries
	3302	950.85	
	3502	9.31	State Unemploy On 2000 Salary
	3602	353.84	Worker'S Comp Ins On 2000 Sal
	<b>Total Contributions</b>	<b>2,155.55</b>	

ESCAPE ONLINE

Pay Date 01/31/2019

Fund 01

## LABOR DISTRIBUTION FOR EMPLOYEE SUMMARY

Fund	01	SACS Object	Amount	
		1100	4,852,858.44	Teachers' Salaries
		1200	291,006.86	Cert Pupil Support Salaries
		1300	553,945.35	Cert Suprvsrs' & Admins' Sal
		1900	99,141.26	Other Certificated Salaries
		2100	413,797.71	Instructional Aides' Salaries
		2200	704,221.08	Classified Support Salaries
		2300	171,493.06	Class Suprvsrs' & Admins' Sal
		2400	409,850.29	Clerical & Office Salaries
		2900	41,554.32	Other Classified Salaries
		<b>Total Labor</b>	<b>7,537,868.37</b>	
Fund	01	SACS Object	Amount	
		3101	914,449.66	STRS On 1000 Salaries
		3102	4,359.77	STRS On 2000 Salaries
		3201	31,279.77	PERS On 1000 Salaries
		3202	300,271.05	PERS On 2000 Salaries
		3301	85,982.69	
		3302	122,171.02	
		3401	636,367.63	
		3402	234,986.22	
		3501	2,898.08	State Unemploy On 1000 Salary
		3502	870.30	State Unemploy On 2000 Salary
		3601	109,724.61	Worker'S Comp Ins On 1000 Sal
		3602	32,952.27	Worker'S Comp Ins On 2000 Sal
		3701	67,421.28	
		3702	34,939.99	
		<b>Total Contributions</b>	<b>2,578,674.34</b>	
Fund	11	SACS Object	Amount	
		1100	8,909.10	Teachers' Salaries
		1300	10,368.94	Cert Suprvsrs' & 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>36,821.82</b>	
Fund	11	SACS Object	Amount	
		3101	3,138.46	STRS On 1000 Salaries
		3202	3,168.73	PERS On 2000 Salaries
		3301	251.01	
		3302	1,251.43	
		3401	1,513.14	
		3402	2,870.09	
		3501	9.62	State Unemploy On 1000 Salary
		3502	8.78	State Unemploy On 2000 Salary
		3601	364.89	Worker'S Comp Ins On 1000 Sal
		3602	332.06	Worker'S Comp Ins On 2000 Sal
		<b>Total Contributions</b>	<b>12,908.21</b>	

Fund 12	<b>SACS Object</b>	<b>Amount</b>	
	1300	816.55	Cert Suprvsrs' & Admins' Sal
	2100	9,065.51	Instructional Aides' Salaries
	2400	3,517.33	Clerical & Office Salaries
	<b>Total Labor</b>	<b>13,399.39</b>	

  

Fund 12	<b>SACS Object</b>	<b>Amount</b>	
	3101	132.93	STRS On 1000 Salaries
	3102	373.29	STRS On 2000 Salaries
	3202	1,515.76	PERS On 2000 Salaries
	3301	10.93	
	3302	750.59	
	3401	78.44	
	3402	1,169.93	
	3501	0.41	State Unemploy On 1000 Salary
	3502	6.31	State Unemploy On 2000 Salary
	3601	15.46	Worker'S Comp Ins On 1000 Sal
	3602	238.17	Worker'S Comp Ins On 2000 Sal
	<b>Total Contributions</b>	<b>4,292.22</b>	

  

Fund 13	<b>SACS Object</b>	<b>Amount</b>	
	2200	116,833.12	Classified Support Salaries
	2300	34,112.79	Class Suprvsrs' & Admins' Sal
	2400	15,708.81	Clerical & Office Salaries
	<b>Total Labor</b>	<b>166,654.72</b>	

  

Fund 13	<b>SACS Object</b>	<b>Amount</b>	
	3202	25,938.25	PERS On 2000 Salaries
	3302	11,591.05	
	3402	15,752.65	
	3502	83.32	State Unemploy On 2000 Salary
	3602	3,154.46	Worker'S Comp Ins On 2000 Sal
	<b>Total Contributions</b>	<b>56,519.73</b>	

ESCAPE ONLINE



# BUSINESS SERVICES MEMORANDUM

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**TO:** Dr. Brian Stephens, Superintendent  
**FROM:** Dr. Casey Goodall, Assoc. Superintendent of Business Services  
**DATE:** February 1, 2019  
**SUBJECT:** Approve Revolving Cash Fund Reports (January, 2019)

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

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

**FUNDING:** N/A

**RECOMMENDATION:** Approve Revolving Cash Fund Reports (January, 2019).

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

02/01/19

**TUSD**  
**REVOLVING CASH FUND**  
**January 2019**

Date	Num	Name	Memo	Paid Amount
01/16/2019	9519	NATIONAL NOTARY ASSOCIATION	Quote 1221299	
			01-0000-0-0000-7200-5200-800-9222	-626.43
TOTAL				-626.43
01/16/2019	9520	NATIONAL NOTARY ASSOCIATION	Quote 1221298	
			01-0000-0-0000-7200-5200-800-9222	-626.43
TOTAL				-626.43
01/08/2019	9509	CITY OF TRACY	PO19-01601 TRACER TICKETS	
			01-0709-0-1110-3900-4300-820-2402	-240.00
TOTAL				-240.00
01/08/2019	9510	CITY OF TRACY	PO19-00927 TRACER TICKETS	
			01-3010-0-1110-1000-4300-800-2749	-99.00
TOTAL				-99.00
01/08/2019	9511	CLANCY ELLIS	PO19-01740 SCIO QUARTET PERFORMANCE	
			01-0000-0-1110-1000-5800-700-6692	-250.00
TOTAL				-250.00
01/09/2019	9512	HATCHING RESULTS LLC	CONF 3/4-5/19 JESSICA ESCOBEDO	
			01-3010-0-1110-1000-5200-800-2026 Invoice # ...	-549.00
TOTAL				-549.00
01/09/2019	9513	HATCHING RESULTS LLC	CONF 3/4-5/19 Julianna Stocking	
			01-3010-0-1110-1000-5200-800-2026	-549.00
TOTAL				-549.00
01/10/2019	9514	Alex's Auto Upholstery	PO19-00015 INV#444	
			01-0723-0-1110-3600-5600-840-9702	-206.07
			01-0724-0-5750-3600-5600-840-9702	-309.11
TOTAL				-515.18
01/10/2019	9515	Gray Step Software Inc	ASBWorks Conference 1/22-25/19 D. Silveira	
			01-0000-0-1110-2140-5200-280-3002	-370.00
TOTAL				-370.00



02/01/19

**TUSD**  
**REVOLVING CASH FUND**  
 January 2019

Date	Num	Name	Memo	Paid Amount
01/11/2019	9516	San Joaquin Valley	PO19-00094 Case #N18-0678	
			01-0000-0-0000-8200-5800-840-9722	-22.50
			01-0723-0-1110-3600-5800-840-9702	-67.50
			01-0724-0-5750-3600-5800-840-9702	-135.00
TOTAL				-225.00
01/11/2019	9517	Alex's Auto Upholstery	Balance of Inv#444 PO19-00015	
			01-0723-0-1110-3600-5600-840-9702	-6.07
			01-0724-0-5750-3600-5600-840-9702	-9.11
TOTAL				-15.18
01/16/2019	9518	SJC ACSA	SJ Every Student Succeeds Breakfast 2019	
			01-0000-0-0000-7150-5200-800-1001 Brian Ste...	-15.00
TOTAL				-15.00
01/16/2019	9519	NATIONAL NOTARY ASSOCIATION	Conference 2/1/19 Sheryl Smith	
			01-0000-0-0000-7200-5200-800-9222	-626.43
TOTAL				-626.43
01/16/2019	9520	NATIONAL NOTARY ASSOCIATION	Conference 2/1/19 Bobbie Etcheverry	
			01-0000-0-0000-7200-5200-800-9222	-626.43
TOTAL				-626.43
01/16/2019	9521	STATE OF CALIFORNIA SECRET...	Sheryl Smith - California Notary Exam	
			01-0000-0-0000-7200-5200-800-222	-40.00
TOTAL				-40.00
01/16/2019	9522	STATE OF CALIFORNIA SECRET...	Bobbie Etcheverry - California Notary Exam	
			01-0000-0-0000-7200-5200-800-9222	-40.00
TOTAL				-40.00
01/16/2019	9523	The National Alliance for Insuran...	CSRM Dues Dr. Casey J. Goodall	
			01-0000-0-0000-7200-5300-800-9112	-55.00
TOTAL				-55.00
01/22/2019	9524	Gray Step Software Inc	ASB Conference - Lucia Biehl	
			01-0000-0-1110-1000-5200-260-3013	-410.00
TOTAL				-410.00

02/01/19

TUSD  
REVOLVING CASH FUND  
January 2019

<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Memo</u>	<u>Paid Amount</u>
01/28/2019	9525	CITY OF TRACY	PO19-01601 BUS PASSES	
			01-0709-0-1110-3900-4300-820-2402	-75.00
TOTAL				-75.00



# BUSINESS SERVICES MEMORANDUM

**TO:** Brian R. Stephens, Superintendent  
**FROM:** C. Goodall, Associate Superintendent for Business Services  
**DATE:** February 12, 2019  
**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>Tracy Portrait Studio</b> - Student photos, photo booth (requires parent permission). Tais Richardson 834-2052, contact@tracyportrait.com. CONTRACT REQUIRED PRIOR TO OCCURRENCE.	8/2/2019
	<b>S&amp;L BBQ &amp; Catering</b> - Food catering. Lena George - (408)221-2710, SLBBQ@comcast.net. CONTRACT REQUIRED PRIOR TO OCCURRENCE.	6/16/2019
<b>Board Approved</b>	<b>Vendor Name</b>	<b>Insurance Expiration</b>
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. Flyer requirement must be pre-approved by Sheryl Smith/Sheila Harrison.	1/18/2019
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
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
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
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@rpedj.com, www.rpedj.com. No pictures of students without parental permission. CONTRACT REQUIRED PRIOR TO OCCURRENCE.	2/2/2019

Board Approved	Vendor Name	Insurance Expiration
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
10/23/18	<b>Roshambo</b> - DJ, photobooth and event planning. Rich Ramirez, (209) 401-1145, roshambome@comcast.net, www.roshambo.biz. CONTRACT REQUIRED PRIOR TO OCCURENCE.	2/24/2019
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 OCCURENCE.	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 OCCURENCE	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 OCCURENCE.	3/22/2019
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. CONTRACT REQUIRED PRIOR TO OCCURENCE.	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. CONTRACT REQUIRED PRIOR TO OCCURENCE.	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. scott@scottbacklovich.com, www.scottbacklovich.com. CONTRACT REQUIRED PRIOR TO OCCURENCE.	4/21/2019
10/23/18	<b>Street Beat</b> - Hiphop pizazz assembly. Ben Hansen, (310) 403-7884, info@streetbeattheshow.com, www.streetbeattheshow.com CONTRACT REQUIRED PRIOR TO OCCURENCE.	4/24/2019
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.brick4kidz.com/356. Vendor does not have a contract. must use TUSD Contract Services Agreement.	4/30/2019

Board Approved	Vendor Name	Insurance Expiration
2/12/08	<b>Sparkles the Clown</b> , Terry Donaldson - 835-8383, www.sparklesdelight.com. CONTRACT REQUIRED PRIOR TO OCCURRENCE.	5/1/2019
2/12/08	<b>Ravioli the Clown</b> - Denis Martinez - 835.3535, www.raviolitheclown.com. CONTRACT REQUIRED PRIOR TO OCCURRENCE.	5/1/2019
2/23/10	<b>All for KIDZ, Inc.</b> Producers of <b>THE NED SHOW-character education program</b> . Customercare@allforkidz.com, www.thenedshow.com 1-877-872-9696 x101. CONTRACT REQUIRED PRIOR TO OCCURRENCE.	5/4/2019
11/14/17	<b>LifeSaver CPR - CPR Services</b> , Chris Peters, (209) 665-4398, www.lifesavercpr.net, LifeSaverCPR@hotmail.com. 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
4/11/17	<b>Pediatric Dentistry/Orthodontics - Dr. Solomon.</b> (925)447-1377. majrod@icloud.com, Www.livermorekidsdentist.com	7/1/2019

Board Approved	Vendor Name	Insurance Expiration
3/27/18	<b>Keep it Movin Entertainment</b> - DJ Services - Dave Reyes, (408) 645-9460, yourfavoritedjs@keepitmovinent.biz, www.keepitmovinent.net. Vendor does not have a contract, must use CONTRACT REQUIRED PRIOR TO OCCURRENCE.	7/9/2019
2/14/12	<b>Sound Wave Mobile DJ</b> - David Gomes-510-938-7903, info@soundwavemobiledj.com, www.soundwavemobiledj.com. No pictures of students without parental permission. Must use CONTRACT REQUIRED PRIOR TO OCCURRENCE.	7/23/2019
2/10/15	<b>Musson Theatrical</b> - specializes in providing theatrical lighting, sound, scenery, and special effects. Bob Downs - 800-843-2837, bdowns@musson.com, www.musson.com. CONTRACT REQUIRED PRIOR TO OCCURRENCE.	8/1/2019
9/25/18	<b>The Echo Hero Show</b> - topics enforced through songs can include not littering, recycling, food waste, saving water, energy efficiency and using reusable items. Brett Edwards, (888) 482-3885, echoheroshow@gmail.com. No website. CONTRACT REQUIRED PRIOR TO OCCURRENCE.	8/22/2019
1.8.19	<b>Northern California Volleyball Association (NCVA)</b> - provides tournaments to girls volleyball teams. Kris Johnson - (415) 550-7582, kris@ncva.com, www.ncva.com	9/1/2019
10/25/11	<b>Amos Productions</b> -DJ Services. Nicole - 1800-693-5003 or 925-449-3847. nicole@amospro.com or info@amospro.com. www.amospro.com. No pictures of students without parental permission. CONTRACT REQUIRED PRIOR TO OCCURRENCE.	9/26/2019
3/13/18	<b>Play-Well TEKnologies</b> - Lego building and inventing for core engineering and confidence. Lauren Yee (510) 227-9378, lauren@play-well.org, www.playwell.org. CONTRACT REQUIRED PRIOR TO OCCURRENCE.	10/1/2019
12/12/17	<b>Jackman Enterprises- DBA Funflicks</b> - outdoor inflatable screen for movie night. Paul Jackman-(844) 556-6843, pauljackman@funflicks.com. Www.funflicks.com FOR MOVIE PROJECTOR USE ONLY!	10/13/2019
4/8/14	<b>UNeed2</b> - help student build a computer. Lynda Hawkins - 662-1188 or Eric Hawkins - 510-952-1473, ehawkins@sbcglobal.net, lyndahawkins@sbcglobal.net, www.uneed2.org. CONTRACT REQUIRED PRIOR TO OCCURRENCE.	10/20/2019
1/8/19	<b>Nutrien</b> - Seed Survivor mobile unit teaches agriculture in classrooms. Raleigh Gagan - (530)-320-5907, caseedssurvivor@gmail.com www.seedsurvivor.com. CONTRACT REQUIRED PRIOR TO OCCURRENCE.	11/1/2019
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.	11/3/2019

Board Approved	Vendor Name	Insurance Expiration
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. CONTRACT REQUIRED PRIOR TO OCCURRENCE.	12/1/2019
8/12/14	<b>Tracy Chamber of Commerce: "Hire Me First"</b> 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	12/29/2019
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.	1/1/2020
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.	1/1/2020
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.	1/4/2020
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.	1/16/2020
10/23/18	<b>Traveling Lantern Theater Company</b> - Doren Elias, (800) 936-4723, kb@travelinglantern.com, www.travelinglantern.com. CONTRACT REQUIRED PRIOR TO OCCURRENCE.	1/17/2020
10/11/11	<b>Main Street Music</b> - Ken & Diana Cefalo, kencefalo@yahoo.co, dcefalo@sbcglobal.net, CONTRACT REQUIRED PRIOR TO OCCURRENCE.	1/17/2020
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@rpedj.com, www.rpedj.com. No pictures of students without parental permission. CONTRACT REQUIRED PRIOR TO OCCURRENCE.	2/20/2020
10/24/17	<b>City of Stockton - SJ County Library</b> - Training Wheels program. Mobile Library on wheels for preschool students participating in story time and receive a free book. Contact Lisa Lee-lisa.lee@stockton.ca.gov or 937-8143. www.ssjcpl.org/involved/litservices/default.html	No Expiration Date



Board Approved	Vendor Name	Insurance Expiration
5/8/12	<b>Dairy Council of CA Mobile Dairy Classroom</b> , Leona Bettencourt, 916-263-3560 x413, ibettencourt@dairycouncilofca.org. Www.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

Board Approved	Vendor Name	Insurance Expiration
<p style="text-align: center;">↓APPROVED FOOD VENDORS↓  <b>SORTED BY INSURED NAME AND EXPIRATION DATE</b></p>		
<p style="text-align: center;"><b>VENDOR AUTOMOBILE'S ARE NOT ALLOWED TO DRIVE AND PARK ON CAMPUS.  ALL VEHICLES MUST PARK IN DESIGNATED PARKING PLACES!</b></p>		
<p>↓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.</p>		
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.	6/6/2019
5/14/13	<b>Buffalo Wild Wings</b> - Food/Catering. (209) 833-3819. 425@buffalowildwings.com and/or wingman209@sbcglobal.net. www.buffalowildwings.com. CONTRACT REQUIRED PRIOR TO OCCURRENCE.	6/29/2019
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
5/9/17	<b>Black Bear Diner</b> - Catering. Tracy@blackbeardiner.com, (209) 835-5600 or (209) 814-0902.	8/17/2019
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
10/13/15	<b>Pink Turtle Shoppe</b> - Ice Cream & Cookie restaurant. Arabella McCreary - 627-8513, pinkturtleshoppe@gmail.com, www.pinkturtleicecream.com. No food sales until 30 minutes after school. CONTRACT REQUIRED PRIOR TO OCCURRENCE.	9/9/2019
10/13/09	<b>Famous Dave's BBQ Catering</b> : 3162@srribs.com, 833-6337. www.famousdaves.com. No food sales until 30 minutes after school. CONTRACT REQUIRED PRIOR TO OCCURRENCE.	10/1/2019
10/23/18	<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/. CONTRACT REQUIRED PRIOR TO OCCURRENCE.	10/9/2019

Board Approved	Vendor Name	Insurance Expiration
10/25/11	<b>Mi Espiranza</b> - Restaurant Catering. Call Omar Mendoza and Candida Ramiriz at 832-3020. No food sales until 30 minutes after school. CONTRACT REQUIRED PRIOR TO OCCURRENCE.	10/15/2019
11/14/17	<b>Smokin Hot Meats N Treats</b> - Food truck - Doug & Rita Westby. (510) 364-5070, smokinhotmeatsntreats@gmail.com, www.smokinhotmeatsntreats.com. No food sales until 30 minutes after school. CONTRACT REQUIRED PRIOR TO OCCURRENCE.	11/27/2019
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.	12/1/2019
*Section 308.3 Open Flame. 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.		
OUTDOORS BBQ RULES - 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.		
Remind your staff that candles, incense, cigarettes, or any item with an open flame are not permitted anywhere on school property. Per the Tracy Fire Inspector, failure to comply with this requirement can result in personal and/or District fines ranging from \$250-1,000.		



# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Brian Stephens, Superintendent  
**FROM:** Dr. Sheila Harrison, Associate Superintendent of Educational Services  
**DATE:** January 18, 2019  
**SUBJECT:** **Approve Overnight Travel for Kimball High School (KHS) HOSA-Future Health Professionals Student Members and Advisors to Participate in the California State Leadership Conference in Sacramento, California, March 28-31, 2019**

**BACKGROUND:** The Kimball High School (KHS) members of HOSA-Future Health Professionals would like to attend the California State Leadership Conference March 28-31, 2019. The KHS HOSA members will have the opportunity to compete in academic and skill oriented activities, submit members for special recognition, attend informational workshops, meet health industry and government leaders, and become a part of the larger state HOSA team. The members will be staying at the Hyatt Regency in Sacramento, California. Transportation will be provided by school/charter bus, school vans or the advisor's private vehicle. Approximately 21 students will be participating, with supervision provided by the advisors (teachers Dean Medek and Jennene Bermodes), Principal Benjamin Keller and the Cal-HOSA event staff. Academic arrangements will be made for those students planning to attend.

**RATIONALE:** KHS HOSA participated this year in activities to learn subject matter pertaining to health occupations including elective courses such as Medical Terminology. Additionally, all members attending this conference have earned this opportunity by their active involvement in the local chapter, regional and state events. One of the main goals of this event is to train our members to be leaders at the chapter, state, national and international level. This aligns with Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or careers.

**FUNDING:** The cost per member is estimated at \$300. The cost includes \$105 for registration, \$150 for housing (three nights in the hotel) and approximately \$50 for transportation. These expenses will be covered by a combination of Perkins Grant, ASB funds, and personal student funding for members electing to participate in this event. The estimated total cost will not exceed \$14,000.

**RECOMMENDATION:** Approve Overnight Travel for Kimball High School (KHS) HOSA-Future Health Professionals Student Members and Advisors to Participate in the California State Leadership Conference in Sacramento, California, March 28-31, 2019.

**PREPARED BY:** Benjamin Keller, Principal, Kimball High School.



# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Brian Stephens, Superintendent  
**FROM:** Dr. Sheila Harrison, Associate Superintendent of Educational Services  
**DATE:** January 17, 2019  
**SUBJECT:** **Approve Overnight Travel for West, Kimball and Tracy High BSU Clubs to Attend the Black Students of California United (BSCU) Leadership Conference in Monterey, California March 1-3, 2019**

**BACKGROUND:** The Black Students of California United is a spin off from our previous host for leadership conferences. This is their third year as an organization but they have been working with students and BSU clubs for 20 plus years. Because of their association with the affiliate schools, the BSCU has quickly grown to 47 schools participating in their program. The stated mission of the BSCU is to “provide California’s African American youth with the tools, education and experiences to prepare them to become fully engaged participants in the state’s civic and economic life”. Please check out their website at [www.blackstudentscu.org](http://www.blackstudentscu.org) to learn more about their leadership team. The leadership conference provides workshops and distinguished lecturers to enrich the learning experience of the attendees. There will be 5 students from each high school BSU club attending the conference with two chaperones, Mr. Hutton (THS) and Audrey Harrison (WHS). We will stay at the Embassy Suites Monterey, 1441 Canyon Del Rey Blvd., Seaside, CA. 93955. T.U.S.D. schools are closed on Friday, March 1, so students will not miss any class time. We will leave Friday traveling by district vans and return Sunday afternoon.

**RATIONALE:** The Black Student Union members learn how to be strong community and campus leaders at this conference. This should be an enriching experience for our students, exposing them to a professional environment and allowing them an opportunity to network with students from other schools throughout California. This meets Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college or careers.

**FUNDING:** The individual cost is \$225.00 per person and the total cost will not exceed \$2,500.00 for accommodations, meals and registration fees. The cost will be paid by the students attending and funds earned from the fundraising efforts of each club. There is no cost to Tracy Unified School District.

**RECOMMENDATION:** Approve Overnight Travel for West, Kimball and Tracy High BSU Clubs to Attend the Black Students of California United (BSCU) Leadership Conference in Monterey, California March 1-3, 2019.

**PREPARED BY:** Zachary Boswell, West High School Principal



# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Brian R. Stephens, Superintendent  
**FROM:** Dr. Sheila Harrison, Associate Superintendent of Educational Services  
**DATE:** February 26, 2019  
**SUBJECT:** Approve Agreement for Special Contract Services with California State University, Stanislaus's Great Valley Writing Project to Provide Professional Development to Monte Vista Middle School Teachers on the Staff Development Buy-back Day on March 1, 2019

**BACKGROUND:** In the last two years, the Great Valley Writing Project (GVWP) has provided ten sessions of professional development for Monte Vista Middle School teachers. Teachers have learned new skills and knowledge regarding writing across the curriculum.

**RATIONALE:** On the March 1, 2019, Staff Development Buy-back Day, GVWP will lead professional development that will empower teachers by combining our Rigor and Relevance Framework with our writing program to improve teaching strategies, and implementing Quad D learning in order to increase student achievement in writing and literacy.

**FUNDING:** Cost of the full day professional development will not exceed \$1,590 and will be paid from Title I Funds.

**RECOMMENDATION:** Approve Agreement for Special Contract Services with California State University, Stanislaus's Great Valley Writing Project to Provide Professional Development to Monte Vista Middle School Teachers on the Staff Development Buy-back Day on March 1, 2019

**Prepared by:** Dr. Barbara Silver, Principal, Monte Vista Middle School.

# TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and Great Valley Writing Project/California State University, Stanislaus, 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: March 1, 2019. Buy Back Day. Professional Development for Monte Vista Middle School Teachers. 8:00 – 3:00 with one hour lunch. GVWP will in-service teachers on writing strategies in conjunction with Rigor and Relevance across the disciplines.

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 day (March 1, 2019) [ ] HOURS [X] DAYS, under the terms of this agreement at the following location Monte Vista Middle School.

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

- a. District shall pay Stanislaus State the following firm fixed price of \$1,590 per [ ] HOUR [ ] DAY [X] FLAT RATE, not to exceed a total of \$1,590. 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 March 1, 2019, and shall terminate on March 2, 2019. Stanislaus State is not obligated to continue work or provide services and TUSD is not obligated to compensate Stanislaus State for expenses incurred or commitments made before the Beginning Date or after the Ending Date.

5. Either party has the right to terminate this agreement for any reason by giving thirty (30) days written notice

of intent to terminate. Upon receipt of such notification, Stanislaus State shall cease incurring costs under this Agreement and take action to cancel all outstanding obligations.

Stanislaus State will be reimbursed for all expenses incurred in accordance with Exhibit B, and any reasonable non-cancelable obligations, up to the maximum reimbursement amount. Upon payment of such costs, TUSD shall be entitled to, and Stanislaus State agrees to deliver, all data, reports, information, and deliverables which Stanislaus State has generated through the date of termination.

In the event that Stanislaus State commits any breach of or defaults on any of the terms or conditions of this Agreement, and also fails to remedy such default or breach within ten (10) days of receipt of written notice thereof from TUSD, TUSD may, at its option and in addition to any other remedies which it may have at law or in equity, terminate the whole or any part of this Agreement, and such termination shall be effective on the date of Stanislaus State's receipt of such written notice.

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. All notices required to be given by either party to the other party shall be made in writing. Notices shall be effective upon their receipt. Notice to each party shall be addressed to the appropriate party as listed in Exhibit B
7. Contractor shall contact the District's designee, Barbara Silver, at (209) 830-3340 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.
  - c. Tracy Unified School District (1875 W. Lowell Avenue, Tracy, CA 95376) shall be named as an Additional Insured as follows: Tracy Unified School District, its Governing Board, its Officers, its Agents, its Employees, and its Volunteers are named as additional insured with the respects to Liability.

The coverage shall be primary and non-contributory, with respect to general liability with waiver of subrogation for workers compensation.



The additional insured endorsement will indicate the effective date, policy number, and the name of the insurance carrier

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.

TUSD agrees to indemnify, defend, and hold harmless the State of California, Board of Trustees of the California State University, California State University, Stanislaus and their respective officers, agents and employees from any and all claims and losses accruing or resulting to any other person, firm or corporation furnishing or supplying work, service, materials or supplies in connection with the performance of this Contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation related to, arising out of or resulting from TUSD's performance of this Contract.

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. Any and all amendments must be made in writing and must be agreed to and executed by the parties before becoming effective.

Stanislaus State and TUSD shall maintain the privacy of personal information and protected data as confidential information. Confidential information shall not be used, disclosed or released without full compliance with applicable state and federal privacy laws, and this Agreement

- 12. Any dispute arising under or resulting from this Agreement that is not resolved within 60 days by mutual agreement shall be brought to the attention of the parties authorized representatives for resolution. If the informal dispute resolution process is unsuccessful, the parties may pursue all remedies not inconsistent with this Agreement.
- 13. 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.
- 14. 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.
- 15. 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.
- 16. By accepting this contract with California State University, Stanislaus, Tracy Unified School District certifies neither it nor its principals or its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or Agency.

**IN WITNESSS WHEREOF**, this agreement contains the entire agreement between both parties superseding any prior or concurrent agreements as to the services being provided, and no oral or written terms or conditions which are not contained in this agreement shall be binding. This agreement may not be changed except by mutual agreement of the parties reduced to writing and signed.

**AGREED:**

\_\_\_\_\_  
Darrell Haydon  
Vice President for Business and Finance

\_\_\_\_\_  
Kimberly Greer, Ph.D.  
Provost and Vice President for Academic  
Affairs

\_\_\_\_\_  
77-0207337  
Federal Tax ID

\_\_\_\_\_  
Address

\_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_  
Date

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

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

\_\_\_\_\_

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



**Exhibit A**  
**2019 Scope of Work**  
**Implementing Writing Strategies Supporting Student Engagement**

A Great Valley Writing Project professional development program for Monte Vista Middle School in Tracy Joint Unified School District. This professional development day will include writing approaches and strategies that support Daggett's "Rigor and Relevance Framework."

**Carol Minner**, Director Great Valley Writing Project will:

- Collaborate with Barbara Silver, Monte Vista Principal, to set logistics and content of professional learning focused on lesson studies.
- Create scope of work and budget.
- Collaborate with GVWP TCs to create a full day of PD for MVMS teachers.

**GVWP Teacher Consultant** to collaborate with Carol Minner to create and plan content and provide one day of professional learning for MVMS buy-back day.

**Camille Harp**, Student Assistant will provide clerical support for the director, GVWP teacher leaders, create financial documents and contracts in accordance with CSU Stanislaus protocol.

**Dates:** March 1, 2019

**Times:** 8:00-3:00 pm

**Location:** Monte Vista Middle School, Tracy Joint Unified School District Tracy, CA

**Topics:**

- Teaching writing with focus on student inquiry and interests.
- Using writing to integrate and individualize curriculum.
- Integrating writing strategies into Rigorous Curriculum Design units.

**TUSD Contacts:**

Dr. Barbara Silver, Principal Monte Vista Middle School  
751 W. Lowell Ave., Tracy, CA 95376  
209.830.3340  
[bsilver@tusd.net](mailto:bsilver@tusd.net)

Julianna Stocking, Director of Continuous Improvement, State & Federal Programs  
1875 W. Lowell Avenue  
Tracy, CA 95376  
[jstocking@tusd.net](mailto:jstocking@tusd.net)  
209.830-3232 ext. 1553

**Exhibit B**  
**Agreement Contacts**

University Contacts	Agency Contacts
<p>Administrative Contact</p> <p>Name: Joyce Bell Director, ORSP</p> <p>Address: CSU Stanislaus One University Circle Turlock, CA 95382</p> <p>Telephone: (209) 667-3784</p> <p>Fax: (209) 664-7048</p> <p>Email: jbell6@csustan.edu</p>	<p>Administrative Contact</p> <p>Name: Dr. Barbara Silver Principal, Monte Vista Middle School</p> <p>Address: Monte Vista MS 751 W. Lowell Avenue Tracy, CA 95376</p> <p>Telephone: (209) 830-3340</p> <p>Fax: (209) 830-3341</p> <p>Email: <a href="mailto:bsilver@tUSD.net">bsilver@tUSD.net</a></p>
<p>Principal Investigator</p> <p>Name: Oddmund Myhre Dean College of Education</p> <p>Address: CSU Stanislaus One University Circle Turlock, CA 95382</p> <p>Telephone: (209) 667-3652</p> <p>Fax:</p> <p>Email: omyhre@csustan.edu</p> <p>Project Director: Carol Minner</p>	<p>Principal Investigator</p> <p>Name: Dr. Barbara Silver Principal, Monte Vista Middle School</p> <p>Address: Monte Vista MS 751 W. Lowell Avenue Tracy, CA 95376</p> <p>Telephone: (209) 830-3340</p> <p>Fax: (209) 830-3341</p> <p>Email: <a href="mailto:bsilver@tUSD.net">bsilver@tUSD.net</a></p>
<p>Financial Contact</p> <p>Name: Trish Hendrix Post Award Manager</p> <p>Address: CSU Stanislaus One University Circle Turlock, CA 95382</p> <p>Telephone: (209) 667-3979</p> <p>Fax: (209) 667-3076</p> <p>Email: phendrix@csustan.edu</p>	<p>Financial Contact</p> <p>Name: Casey Goodall, Associate Superintendent of Business Services</p> <p>Address: 1875 W. Lowell Avenue Tracy, CA</p> <p>Telephone: (209) 830.3230</p> <p>Fax: (209) 830.3269</p> <p>Email: cgoodall@tUSD.net</p>
<p>Authorized Official</p> <p>Name: Dr. Kimberly Greer Provost and VP Academic Affairs</p> <p>Address: CSU Stanislaus One University Circle Turlock, CA 95382</p> <p>Telephone: (209) 667-3203</p> <p>Fax: (209) 664-7003</p> <p>Email: kgreer@csustan.edu</p>	<p>Authorized Official</p> <p>Name: Julianna Stocking Director of Continuous Improvement, State &amp; Federal Programs</p> <p>Address: 1875 W. Lowell Avenue Tracy, CA</p> <p>Telephone: (209) 830.3232 ext. 1553</p> <p>Email: jstocking@tUSD.net</p>

**Exhibit C**  
**2019 Monte Vista Middle School Budget**  
**Implementing Writing Strategies Supporting Student Engagement**

A Great Valley Writing Project professional development program for Monte Vista Middle School Teachers, Tracy California.

**Date: March 1, 2019**

<b>Carol Minner, Director</b>	1 day @ \$225	\$ 225
<b>GVWP TC Presenter</b>	3 days to create, plan and present buy back day 3 days @ \$350	\$1,050
<b>Camille Harp</b>	5 hours x \$12	\$ 60
<b>Salaries/Stipends</b>		<b>\$1,335</b>
<b>Benefits (calculated at 4.45%)</b>		<b>\$ 60</b>
<b>Total Salary</b>		<b>\$1,395</b>
<b>Materials, supplies, copies</b>		<b>\$ 50</b>
<b>Sub Total</b>		<b>\$1,445</b>
<b>CSU Indirect (10%)</b>		<b>\$ 145</b>
<b>Total Contract Charges</b>		<b><u>\$1,590</u></b>



# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Brian R. Stephens, Superintendent  
**FROM:** Dr. Sheila Harrison, Associate Superintendent of Educational Services  
**DATE:** January 30, 2019  
**SUBJECT:** Approve HiSET Agreement between Educational Testing Service (“ETS”) and the Tracy Adult School

**BACKGROUND:** On March 14, 2014, California’s State Board of Education (SBE) approved the use of three high school equivalency tests for determining eligibility for a California High School Equivalency Certificate. ETS is one of the three testing companies approved by the SBE. The test that ETS provides is known as the High School Equivalency Test (HiSET). The Tracy Adult School has not administered a high school equivalency test since 2014 and is eager to provide this educational opportunity to the community. In 2018, the Tracy Adult School designated funding to remodel an existing classroom/storage room and purchase computers to administer the computer based HiSET. In addition, in 2018, the Tracy Adult School applied and was granted the authority to administer the HiSET, by the California Department of Education.

**RATIONALE:** 2016 Census data shows that in the Tracy community there are 7155 adults with less than a high school diploma. Many of these adults are parents of our K-12 students. Higher levels of parent educational attainment are strongly associated with positive outcomes for children in many areas, including school readiness and educational achievement. In addition, an educated populace leads to the betterment of the Tracy community as a whole. It is for these reasons that the Tracy Adult School seeks to provide adults without a high school diploma the opportunity to build and test their knowledge for the attainment of a high school equivalency certificate.

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

**FUNDING:** There is no cost to the District for the Tracy Adult School to become an Educational Testing Service HiSET Testing Center.

**RECOMMENDATION:** Approve HiSET Agreement between Educational Testing Service (“ETS”) and the Tracy Adult School.

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

**HISET® AGREEMENT BETWEEN  
Tracy Adult School  
AND  
EDUCATIONAL TESTING SERVICE**

THIS HISET AGREEMENT (“Test Agreement”), effective as of \_\_\_\_\_, is by and between Educational Testing Service (“ETS”) (as defined below) and Tracy Adult School (the “Test Center”), a state-approved test center selected by the State of California, for the delivery of a high school equivalency examination in the state. ETS and the Test Center may be referred to herein individually as a “Party” and/or collectively as “Parties”.

WHEREAS, the State has approved Educational Testing Service, a non-stock, non-profit organization with principal offices in Princeton, New Jersey, as a preferred provider of the HiSET® (High School Equivalency Test) in the State; and

WHEREAS, the State will select and approve test centers to administer the ETS-owned HiSET test; and

WHEREAS, this Agreement defines the terms and conditions for the use and administration of the HiSET test;

NOW, THEREFORE, in consideration of the mutual covenants and undertakings hereinafter set forth, the Parties hereby agree as follows:

1. Definitions.

- 1.1 “**Agreement**” shall mean together, the terms, conditions, written instructions, specifications, standards, terms and conditions set forth herein and any terms and conditions posted on ETS’s HiSET website, specifically in the HiSET® Program Manual, [https://hiset.ets.org/s/pdf/program\\_manual.pdf](https://hiset.ets.org/s/pdf/program_manual.pdf)
- 1.2 “**CBT**” is an acronym for computer-based testing or the delivery of a HiSET test via the Internet.
- 1.3 “**Confidential Information**” shall mean any information or data that is disclosed by one party (a disclosing party) to the other party (a



receiving party) pursuant to this Agreement. “Confidential Information,” however, does not include information that the receiving party can demonstrate by documents that (i) is or becomes publicly known or available without breach of this Agreement, (ii) is received by a receiving party from a third party without breach of any obligation of confidentiality by such other third party, (iii) was previously known by the receiving party as demonstrated by its written records, or (iv) is independently developed by the receiving party without access to or use of such Confidential Information as demonstrated by contemporaneously prepared documentation.

- 1.4 “**ETS**” is a trade name for Educational Testing Service, a non-profit, non-stock research and testing organization that is the contractor for the State’s high school equivalency testing program.
- 1.5 “**ETS-owned Technologies**” shall mean ETS’s pre-existing hardware and software systems used to deliver Test Materials to the Test Center and/or record Test Taker’s responses, including but not limited to the ETS portal for registering Test Takers and for delivering final score reports.
- 1.6 “**ETS Proprietary Materials**” shall mean all HiSET test materials, including but not limited to, test booklets, test items, reports, data, answer sheets, instructional manuals and directions, ETS pre-existing proprietary software, and all derivative works of such ETS Proprietary Materials adapted for use in the high school equivalency program in the State, provided by ETS to the Test Center for the delivery and/or administration of the HiSET test in the state.
- 1.7 “**HiSET®**” is the brand name for the ETS High School Equivalency Testing program owned by ETS.
- 1.8 “**Intellectual Property Rights**” shall mean (i) copyrights and copyright applications or registrations, including any renewals, in either the United States or any other country; (ii) trademarks, service marks, trade names, and applications or registrations for any of the foregoing in the United States or any other country; (iii) trade secrets or any data or information which provides value or a competitive advantage to its holder by not being publicly known; and (iv) patents, patent applications, continuations, divisionals, reexaminations, reissues, continuations-in-part, and foreign equivalents of the foregoing, in the United States or any other country.
- 1.9 “**PBT**” is an acronym for paper-based testing or the delivery of a HiSET test via paper format.

- 1.10 **“Returnable Test Materials”** shall mean the paper version of all used and unused test booklets and answer sheets for the HiSET test.
- 1.11 **“Sales Tax”** shall mean State and local sales, use or similar tax.
- 1.12 **“Term”** shall have the meaning specified in Section 8.1 hereof.
- 1.13 **“Test(s)”** shall mean the ETS-owned and copyrighted HiSET, developed and provided by ETS in paper and/or electronic format for use in the high school equivalency testing program in the State.
- 1.14 **“Test Administrator”** shall mean any staff member responsible for administering the Test at the Test Center.
- 1.15 **“Test Materials”** shall mean all HiSET test materials, including test booklets, test items, reports, data, answer sheets, and related materials including administration instruction manuals and directions provided to the Test Center by ETS in print, electronic, or other format.
- 1.16 **“Test Taker(s)”** shall mean the individual(s) sitting for a HiSET at the Test Center. Other titles for the Test Taker may be examinee or candidate.
- 1.17 **“Test Taker Data”** shall mean any and all information obtained/accessed by, or disclosed to the Test Center about the Test Taker, including (i) information regarding a Test Taker’s name, addresses, or other personally identifiable information (*e.g.*, passport or social security numbers); (ii) any list or grouping of Test Takers, regardless of whether such list also includes publicly available information; and (iii) test scores.

## 2. Grant of Rights; Restrictions on Use.

ETS hereby grants to Test Center a nonexclusive, nontransferable, limited right to use the Test Materials made available to it by ETS in PBT and/or CBT formats, solely for the administration and delivery of the Test to Test Takers in the state. Test Center is granted the right to provide access to the Test Materials to Test Administrators for the sole purpose of administering the Test. Except as otherwise expressly set forth in this Section 2, Test Center shall not copy, reproduce, share, distribute, disclose, or create derivative works from any of the Test Materials provided to the Test Center under this Agreement, or otherwise provide access to, or use of such Test Materials to any third party for any purpose. Test Center acknowledges that except for the right to use the Test Materials in accordance with the terms of this Agreement, no proprietary rights in or to the Test Materials is granted to the Test Center under this Agreement. Test Center acknowledges

that access to the Test Materials is granted for a limited time period, which shall end immediately after the Test Taker's scheduled testing period, at which time all used answer sheets must be immediately shipped to ETS in New Jersey using the pre-printed shipping materials and pre-paid return labels. Test Center has one full year to utilize the test booklets/forms for that year. Test Center must return all used and unused test booklets to ETS at the conclusion of the testing year. All Test Materials provided under this Agreement are owned and copyrighted by ETS. Test Center will adhere to all security guidelines provided in Section 9, and all obligations regarding the receipt, monitoring and return of Test Materials as specified in Section 4 and in the HiSET® Program Manual  
[https://hiset.ets.org/s/pdf/program\\_manual.pdf](https://hiset.ets.org/s/pdf/program_manual.pdf).

### 3. Test Center Obligations.

- 3.1 Test Center warrants and represents that it has been approved by the State to administer and deliver the Test and will:
- a. Meet or exceed the State's minimum qualifications for a state-approved test center;
  - b. Meet ETS's qualifications for offering computer-based testing (if the site is offering computer-based testing);
  - c. Have access to the ETS HiSET web-based portal to schedule and view Test Takers;
  - d. Store and administer the ETS-owned and proprietary paper-based Test in a secure testing environment (if the site is offering paper-based testing);
  - e. Administer paper and/or computer-based testing, as appropriate, and notify the State regarding the testing format;
  - f. Provide special testing accommodations as instructed by ETS;
  - g. Follow the ETS guidelines for uniform test administrations;
  - h. Maintain the State's test admission policies by reviewing and validating Test Takers' documentation in accordance with the State's required admission requirements;
  - i. Using the pre-printed, pre-paid mailing labels provided by ETS, return completed answer sheets to ETS within 24 hours of a Test Taker completing a Test;
  - j. Immediately report to ETS any incidents which may result in a compromise of Test Materials;
  - k. Ship all Returnable Test Materials to ETS;
  - l. Pay all invoices to ETS within 30 days of receipt;

- m. Ensure appropriate test center staff attend training provided by ETS and complete the HiSET e-learning administrator training as required by ETS and/or State policy;
- n. Test booklets can be used unlimited times, as long as they do not contain any answers and/or stray marks. It is the obligation of the Test Center to review test booklets before and after administration of the Test to determine their usability;
- o. Permit intermittent Test Center audits by third party auditors; and

#### 4. ETS Obligations.

- 4.1 Under the terms of this Agreement, ETS will:
  - a. Schedule and provide training for Test Administrators;
  - b. Provide access to the ETS HiSET web-based portal with information needed by Test Centers;
  - c. Ship secure paper-based Test Materials to the Test Center;
  - d. Provide computer-based testing as appropriate;
  - e. Provide pre-printed, pre-paid return mailing labels for the secure return of used paper answer sheets and other Returnable Test Materials;
  - f. Issue monthly invoices to the Test Center based on the number of subtests from the Test Center which are scored by ETS; and
  - g. Arrange for third party Test Center audits.

#### 5. Limitation of Liability.

ETS WILL NOT BE LIABLE TO THE TEST CENTER OR TO ANY TEST TAKER FOR ANY DAMAGES ARISING OUT OF THE TEST CENTER'S ACCESS TO OR INABILITY TO ACCESS OR USE THE TEST MATERIALS LICENSED HEREIN, INCLUDING DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES, AND WITHOUT LIMITATION DAMAGES FOR LOST PROFITS, LOSS OF PRIVACY, SECURITY OF DATA, FAILURE TO MEET ANY DUTY (INCLUDING BUT NOT LIMITED TO NEGLIGENCE OR LACK OF PROFESSIONAL EFFORT), OR FOR ANY OTHER INDIRECT DAMAGES WHATSOEVER, THAT ARISE OUT OF OR ARE RELATED TO THE ETS PROPRIETARY MATERIALS, THE ETS-OWNED TECHNOLOGIES, OR THE TEST ADMINISTRATIONS, EVEN IF ETS (OR AN AFFILIATE, SERVICE PROVIDER, OR AGENT) HAS BEEN ADVISED OF THE

POSSIBILITY OF SUCH DAMAGES AND EVEN IN THE EVENT OF FAULT, TORT (INCLUDING NEGLIGENCE), OR STRICT OR PRODUCT LIABILITY OR MISREPRESENTATION. ETS IS NOT RESPONSIBLE FOR PHYSICAL INJURY OR PROPERTY DAMAGE SUFFERED BY OR CAUSED BY A TEST TAKER SITTING FOR THE TEST. ETS DOES NOT WARRANT THAT THE TEST OR ANY TEST MATERIALS WILL BE UNINTERRUPTED OR ERROR FREE AT THE TEST CENTER.

6. Compensation and Payment.

The Test Center shall compensate ETS for all tests scored by ETS in accordance with the fee schedule and conditions set forth in this Memorandum of Understanding. ETS will issue monthly invoices to the Test Center based on the number of subtests scored each month. Payment terms are net 30 days. It shall be the sole responsibility of the Test Center to remit any applicable Sales Tax to the appropriate State or local taxing authority. If any State or local taxing authority assesses ETS tax, penalty or interest for uncollected or unremitted Sales Tax, the Test Center shall indemnify ETS for the full amount of such assessment. ETS is not responsible for any payment to the Test Center. In the event that ETS has any outstanding credits with the Test Center, ETS will apply credits issued on account to the original invoice to which the credit applies. If the original invoice does not have a balance, the credit will be applied to the oldest invoice open on account first, then to the remaining open invoices needed to use the credit in full.

- 6.1 In California, there is a State Administrative fee of \$20 per test taker. This Fee is separate from the ETS testing fee. This one-time per Test Taker administrative fee of \$20 is collected, as authorized in California Education Code § 51421(a). ETS then remits these fees to the CDE.

7. Test Taker Registration; Order; Delivery; Return of Materials.

- 7.1 Test Centers or other State-approved programs shall register and schedule testing using the ETS HiSET portal. The Test Taker will select the State-approved Test Center at which he/she wishes to take the Test.
- 7.2 ETS shall provide the Test Center access to the HiSET registration and scheduling website so authorized personnel can see relevant information such as Test Takers' schedules at their selected Test

Center(s), form assignments, approved accommodations, and transcripts.

- 7.3 Test Takers shall be admitted to the Test Center and shall be approved by Test Center staff for testing provided the candidate meets all of the State's eligibility requirements, including the candidate's provision of appropriate documentation and certification.
- 7.4 The Test Center may order Test Materials effective each November 1 (of the year prior to the year in which the Test will be used).
- 7.5 The Test Center shall return all Returnable Test Materials to ETS. Used paper answer sheets must be returned to ETS using the pre-printed, pre-paid return label provided by ETS within 24 hours of a candidate completing testing.
- 7.6 The Test Center shall comply with all ETS and State-mandated security and test administration instructions (or test instructions for a secure test administration).

8. Term and Termination.

- 8.1 Term. This Agreement shall be effective from \_\_\_\_\_ and continue through and coincide with the term of ETS's HiSET agreement with the State, including through the State's options for renewal terms (the "**Term**"). Should ETS and the State end their agreement at any time, this MOU shall automatically end.
- 8.2 Termination for Cause. This Agreement may be terminated by ETS: (i) in the event of a breach of any material provision of this Agreement by the Test Center that is not cured within thirty (30) days after written notice by ETS; (ii) immediately upon written notice to the Test Center if the Test Center fails to perform any of its obligations hereunder.
- 8.3 Security Violations; Intellectual Property Misappropriation. This Agreement may be immediately suspended or terminated by ETS upon written notice to the Test Center, if (i) ETS has reason to believe that the Test Center has breached its security obligations with respect to the Test and the administration of the Test under this Agreement; (ii) ETS has reason to believe that the Test Center has misappropriated any Intellectual Property Rights of ETS; or (iii) any provision of this Agreement is deemed by a court of competent jurisdiction to be invalid or unenforceable.
- 8.4 Effect of Termination. Upon termination of this Agreement, the Test Center shall immediately: (i) cease to display or use any ETS Proprietary Materials, or any signs, labels, logos, trademarks,

copyrighted materials, or other indications identifying the Test Center in connection with ETS or the Test; (ii) cease all use of the Test Materials; and (iii) return to ETS all Test Materials and all other materials related to the administration of the Test, including without limitation, advertising, promotional and instructional materials, and all ETS Confidential Information. Termination of this Agreement shall not constitute a waiver of any rights that either Party may have for any breach by the other Party prior to the termination date. All obligations to perform under this Agreement shall continue in effect and be duly observed and complied with by both Parties until the effective date of termination of the Agreement.

9. Test Security and Verification.

The Test Center agrees that it will return all used and unused test booklets and other designated Test Materials marked as “SECURE” to ETS at the conclusion of each testing year. Used paper-based answer sheets will be returned to ETS within 24 hours of a Test Taker’s completion of the Test. The Test Center agrees to abide by all ETS security measures that are part of the HiSET Program, including control of electronic devices such as cameras and smart phones. All Test Materials must be handled in strict accordance with the instructions in the *HiSET® Program Manual* and the statements in the *HiSET Agreement and Affidavit*. The Test Center warrants that every person at the Test Center who has access to the Test Materials shall maintain the security and confidentiality of the Test Materials. The Test Center further acknowledges and agrees that it will not copy or reproduce Test Materials.

10. Compliance with Laws.

The Test Center agrees that, throughout the Term of this Agreement, it will abide by all applicable district, local, state, Federal, and/or community laws, including without limitation laws applicable to Test Takers with disabilities, and will obtain and maintain in effect any and all necessary authorizations, licenses, and permits for the provision of services hereunder.

11. Confidentiality.

- 11.1 All financial, statistical, personal, technical, and other data developed or used by the Parties in carrying out the services under this Agreement will

be protected from unauthorized use and disclosure. The Parties agree to protect each other's Confidential Information using the same degree of care, but no less than a reasonable degree of care, that it would when protecting its own Confidential Information of a like nature.

- 11.2 The Test Center agrees to protect the privacy of the confidential personally identifiable information contained in the Test Taker Data such as, but not limited to, names, addresses, telephone numbers, dates of birth, test scores, and any other information provided by the Test Takers in strictest confidence, in accordance with the requirements of the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99), the Federal law that protects the privacy of student education records.

## 12. Ownership.

- 12.1 The Test Center understands and acknowledges that ETS retains ownership of all right, title and interest in and to the ETS Proprietary Materials and the ETS-owned Technologies, including all associated Intellectual Property Rights therein. Except for the right to use the Test Materials in accordance with the terms of this Agreement, no proprietary rights in or to the Test Materials are granted to the Test Center under this Agreement. The Test Center acknowledges that access to the Test Materials is granted for a limited time ending five (5) days after the close of the Test Center's designated test date, at which time all materials must be returned to ETS, Ewing, NJ. All Test Materials provided under this Agreement are owned and copyrighted by ETS. The Test Center will adhere to all security guidelines provided in Section 9 herein.
- 12.2 The Test Center understands and acknowledges that the State retains ownership of all right, title and interest in and to the Test Taker Data.

## 12. No Modifications.

The Test Center acknowledges and agrees that it will not change or modify the ETS Proprietary Materials in any way.

## 13. ETS Trademarks.



The Test Center acknowledges and agrees that ETS, EDUCATIONAL TESTING SERVICE, and the ETS logo are trademarks and/or service marks of ETS. The Test Center agrees not to use, reproduce, copy or create materials for promotional purposes or to register and use any Internet Domain Name bearing the ETS name, trademarks or service marks, or the marks of ETS clients or service providers, whether such marks or names now exist or may exist during the Term of this Agreement, without the prior written approval and review of such materials by the Office of the General Counsel of ETS. Notwithstanding anything to the contrary in this Agreement, no trademark license is hereby granted to the Test Center.

14. Infringement.

The Test Center will exercise reasonable diligence to discover infringements of the ETS-owned Technologies and/or ETS Proprietary Materials, and any associated Intellectual Property Rights therein. The Test Center will promptly notify ETS of any infringement of ETS's intellectual property rights of which it becomes aware; and in the event ETS decides that a proceeding should be brought relative to such infringement, the Test Center will cooperate fully with ETS to prosecute such action. ETS will fully control prosecution of such infringements and will assume the related cost. If a third party asserts a claim against the Test Center that the use by Test Center of the ETS-owned Technologies and/or ETS Proprietary Materials infringes on such third party's intellectual property rights, the Test Center will immediately notify ETS of such claim and ETS will have the right (but not the obligation) to control any litigation or negotiation arising as a result of such claim.

15. Insurance.

The Test Center is responsible for any and all liability arising, directly or indirectly, as a result of the operations conducted at the Test Center.

16. Governing Law.

These terms and conditions shall be governed by the laws of the State, without regard to its conflict of laws and principles. The Parties agree and hereby submit to the exclusive personal jurisdiction and venue of the state and federal courts in the state for the resolution of any disputes arising from these terms and conditions.

17. Injunctive Relief.

The Test Center understands and agrees that its breach (or threatened breach) of any of the intellectual property rights of ETS and/or the Test Center's confidentiality obligations under this Agreement would cause irreparable harm to ETS for which monetary damages, even if awarded, would not constitute adequate compensation. Accordingly, the Test Center agrees that, notwithstanding anything to the contrary in this Agreement, ETS and/or its' client, the State, is entitled to equitable relief by way of temporary and permanent injunctions, without bond to the fullest extent allowed by law, and such other and further relief as any court of competent jurisdiction may deem just and proper.

18. Independent Contractors.

ETS and the Test Center are, at all times throughout the term and/or renewal term hereof, independent contractors and nothing herein will be construed as creating any other kind of relationship whatsoever between the Parties. Further, Test Administrators who administer the Test are not employees of ETS.

19. Notice.

Any notice given pursuant to this Agreement will be in writing and sent by fax (with transmission confirmation), e-mail with receipt confirmation, and/or overnight courier (with delivery confirmation), and will be deemed duly given on the first business day of receipt, as evidenced by such fax transmission or courier delivery confirmation.

20. Force Majeure.

Any delay or failure of performance by either Party pursuant to this Agreement shall not be considered a breach of this Agreement if and to the extent caused by an event of Force Majeure, including without limitation fire, flood, earthquake, tsunami, or other natural disaster, any regulation or law of any applicable governmental authority, terrorist act, act of war, civil commotion, labor disturbance, epidemic, sabotage, or failure of the public utilities or international carriers. A Party experiencing an event of Force Majeure shall, as promptly as reasonable under the circumstances, notify

the other Party of the occurrence of said event and make every commercially reasonable effort to find a work-around solution.

21. Entire Agreement.

This Agreement (as defined herein) constitutes the entire understanding and agreement between the Parties as to the subject matter hereof and supersedes any prior terms and conditions, agreements, and understandings, whether oral or written. Any modification or amendment of any provisions of this Agreement shall not be binding on either Party unless in writing and signed by the authorized representatives of both Parties.

IN WITNESS WHEREOF, the parties hereby intending to be legally bound have caused this Agreement to be executed by their duly authorized representatives.

EDUCATIONAL TESTING SERVICE

Tracy Adult School

BY: \_\_\_\_\_ BY: \_\_\_\_\_

(SIGNATURE)

(SIGNATURE)

NAME: \_\_\_\_\_ NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_ TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_ DATE: \_\_\_\_\_

State Authorization (only if required):

\_\_\_\_\_  
(Signature)

Name:

\_\_\_\_\_

(Printed)

Date:



**Exhibit A - HiSET Fee Schedule (for \$15 PBT and \$10.75 CBT) – California TCA**

Fee Description		Test Taker Fees As of January 1, 2019	
<b>HiSET Test Subtest Fees:</b> Must pass all five subtests for certificate.			
Language Arts-Reading		\$15.00 Paper	\$10.75 Computer
Language Arts-Writing		\$15.00 Paper	\$10.75 Computer
Mathematics		\$15.00 Paper	\$10.75 Computer
Science		\$15.00 Paper	\$10.75 Computer
Social Studies		\$15.00 Paper	\$10.75 Computer
<b>Retest Policy:</b>			
⌋ Up to two retest attempts are included in subtest fee above if taken within 12 months of the date of purchase. Test Center fees may apply.			
⌋ After 12 months, or third retest within 12 months of purchase, retests are treated as a new test. Must pay the applicable subtest fee.			
<b>Practice Tests:</b>			
Paper-based practice test		\$10.00 per subtest	
Computer-based practice test		\$2 per subtest (minimum purchases apply)	
<b>State Administration Fees:</b>			
California Department of Education Fee		\$20 per test taker for each new test taker One-time fee	
<b>Test Center Fees:</b>			
Test Center Fee: original subtest/s or retest		Determined by each TCA center	
<b>Optional Services:</b>			
Score Verification	For each test being verified	\$25.00	
Telephone Registration	One-time, first call-in	\$10.00 <i>This fee does not apply to TCA test centers</i>	
Reschedule Fee	1 <sup>st</sup> time free, any additional will be charged	\$10.00 <i>This fee does not apply to TCA test centers</i>	

This HiSET fee schedule is superseded by the current MOU HiSET fee schedule with the State agency or jurisdiction.

HiSET fees are subject to change at a future date to maintain test quality or offer program enhancements. In the event of any fee changes, the HiSET Program will follow appropriate notification procedures to existing HiSET clients.



# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Brian Stephens, Superintendent  
**FROM:** Dr. Sheila Harrison, Associate Superintendent of Educational Services  
**DATE:** January 10, 2018  
**SUBJECT:** **Approve Out of State Travel for the Tracy High School Cheer Team and Coaches to Participate in the Jamz Spirit Nationals in Las Vegas, Nevada on February 20 – February 23, 2019**

**BACKGROUND:** The Tracy High Cheer team has qualified and has been invited to attend Jamz Spirit National's High School Cheer Competition in Las Vegas, Nevada on February 20 – February 23, 2019. The THS team qualified for the nationals by participating in a local completion. Coach Sheila Soares, Assistant Coach Lauren Ortega, Thirteen (13) students and two (2) parent volunteers will attend this event. The team will be staying at the New Orleans Hotel. The coaches and parent volunteers will provide transportation in private vehicles for the team. Parent volunteers will be District approved. Supervision will be provided by the coaches, parent volunteers and Jamz Spirit Nationals event staff.

**RATIONALE:** The team has worked very hard to earn placement to participate in this event. This aligns with District Strategic District #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or career goals, and District Strategic Goal #3: Apply fiscal, operational and community resources to ensure a safe learning environment that supports staff and student goals.

**FUNDING:** The cost will be paid by the Tracy High Cheer ASB account which was earned by fundraising. Cost will not exceed \$3,550.00.

**RECOMMENDATION:** Approve Out of State Travel for the Tracy High School Cheer Team and Coaches to Participate in the Jamz Spirit Nationals in Las Vegas, Nevada on February 20 – February 23, 2019.

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



# EDUCATIONAL SERVICES MEMORANDUM

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**TO:** Dr. Brian R. Stephens, Superintendent  
**FROM:** Dr. Sheila Harrison, Associate Superintendent of Educational Services  
**DATE:** January 23, 2019  
**SUBJECT:** **Approve Overnight Travel for West High Senior Class to Attend Grad Night at Magic Mountain on May 2-3, 2019**

**BACKGROUND:** The graduating class of 2019 will travel by district-chartered bus to Magic Mountain. West High will provide 92 seats on the buses, comprised of chaperones, 1 administrator, and the remaining seats will be for seniors who have met all requirements to attend this event.

**RATIONALE:** It has long been a tradition to send graduating seniors off to a fun location to celebrate their exit from high school. West High seniors have chosen their fun location as Magic Mountain, located in Southern California. They will leave West High on Thursday afternoon, traveling by district chartered bus(s) to travel to Southern California. After the all night event, students will return to Tracy on Friday. This aligns with Strategic Goal #1 Prepare all students to be well rounded individuals with the knowledge and skills to pursue their college and/or career goals.

**FUNDING:** The estimated cost of this event is \$12,000.00. West High seniors will conduct fundraising activities and pay any shortfall individually with parent contributions.

**RECOMMENDATION:** Approve Overnight Travel for West High Senior Class to Attend Grad Night at Magic Mountain on May 2-3, 2019

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



# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Brian Stephens, Superintendent  
**FROM:** Dr. Sheila Harrison, Associate Superintendent of Educational Services  
**DATE:** January 17, 2019  
**SUBJECT:** **Approve Overnight Travel for West High Track Team and Coaches to Attend the Arcadia Invitational, in Arcadia California April 4-7, 2019**

**BACKGROUND:** Arcadia Invitational is the number one High school track meet in the Nation. All athletes must qualify to receive an invitation to this event and only the best athletes in the United States are eligible to compete in Arcadia. College and Olympic coaches attend this meet scouting for talent to enhance their programs, so the exposure for our athletes is substantial. Coaches TJ Williams, Frank Lozano and Theresa James, will chaperone and transport 14 student athletes (6 girls and 8 boys), to the event in Tracy Unified School District vans. The team will leave West High after school on April 4<sup>th</sup> and return on April 7, 2019. Students will receive homework from their teachers and allowed time to complete it while on this trip. Students and chaperones will stay at the Embassy Suites, 211 Huntington Dr. Arcadia, 91006; 626-445-8525.

**RATIONALE:** The West High Track Team works hard throughout the year going to various qualifying track meets. As they compete and win, they advance. The Arcadia Invitational Track meet is a very prestigious State competition and West High is extremely honored to be a part of such an acknowledged and special event. This meets Strategic Goal #1 – Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or career goals.

**FUNDING:** Costs are estimated at \$125.00 per person. The track team will host fundraising opportunities to cover the cost of their shared lodging and meals. The West High Athletic Department will pay and/or reimburse Entry fees, gas and track related expenses upon presentation of receipts for same. There will be no cost to Tracy Unified School District.

**RECOMMENDATION:** Approve Overnight Travel for West High Track Team and Coaches to Attend the Arcadia Invitational, in Arcadia California April 4-7, 2019.

**PREPARED BY:** Zachary Boswell, West High Principal.





# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Brian R. Stephens, Superintendent  
**FROM:** Dr. Sheila Harrison, Associate Superintendent of Educational Services  
**DATE:** January 15, 2019  
**SUBJECT:** Receive Update on Quarterly Williams Uniform Complaint Reports for the Quarter Ending January 15, 2019

**BACKGROUND:** Pursuant to the Williams Settlement and California *Education Code* Section 35186, every school must provide 1) sufficient textbooks and instructional materials, 2) school facilities that are clean, safe, and maintained in good repair, and 3) a properly credentialed teacher for every classroom. Education Code, EC 35186(d), requires that school districts shall report summarized data on the nature and resolution of all Williams Uniform Complaints on a quarterly basis to the county superintendent of schools and the governing board of the school district. The summaries shall be publicly reported on a quarterly basis at a regularly scheduled meeting of the governing board of the school district. The report shall include the number of complaints by general subject area with the number of resolved and unresolved complaints. The complaints and written responses shall be available as public records. There were no complaints filed under the Williams settlements during the October 15, 2018 – January 15, 2019 reporting period.

**RATIONALE:** The quarterly report for the period of October 15, 2018 through January 15, 2019 has been submitted to the San Joaquin County Office of Education and must be reported to the local school board. The report summarizes the complaints received through the Williams Uniform Complaint process as well as the resolution of each of those complaints. This report supports Strategic District Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or career goals and Strategic District Goal #3: Apply fiscal, operational and community resources to ensure a safe learning environment that supports staff and student goals.

**FUNDING:** No cost.

**RECOMMENDATION:** Receive Update on Quarterly Williams Uniform Complaint Reports for the Quarter Ending January 15, 2019.

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

San Joaquin County Office of Education  
Valenzuela/CAHSEE Lawsuit Settlement  
**Quarterly Report on *Williams* Uniform Complaints**  
[Education Code § 35186(d)]

District: Tracy Joint Unified School District

Person completing this form: Tania Salinas Title: Director of Assessment & Accountability

Quarterly Report Submission Date: ☒ January 15, 2019  
(check one) ☐ April 15, 2019  
☐ July 15, 2019  
☐ October 15, 2019

Date for information to be reported publicly at governing board meeting: February 12, 2019

Please check the box that applies:

- ☒ No complaints were filed with any school in the district during the quarter indicated above.
- ☐ Complaints were filed with schools in the district during the quarter indicated above. The following chart summarizes the nature and resolution of these complaints.

General Subject Area	Total # of Complaints	# Resolved	# Unresolved
Textbooks and Instructional Materials			
Teacher Vacancy or Misassignment			
Facilities Conditions			
TOTALS			

Dr. Brian Stephens  
Print Name of District Superintendent

\_\_\_\_\_  
Signature of District Superintendent

\_\_\_\_\_  
Date



# HUMAN RESOURCES MEMORANDUM

**TO:** Dr. Brian Stephens, Superintendent  
**FROM:** Tammy Jalique, Associate Superintendent for Human Resources  
**DATE:** February 4, 2019  
**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>
Camacho, Jose IEP Para Educator I	JES	1/21/19	Accepted IEP Para Ed I position at TLC
Cumplido, Zarai Account Clerk	Food Service	1/24/19	Accepted Payroll Technician position
Jimerson, Teela Special Ed Para Ed I	Central	2/1/19	Accepted Special Ed Teaching position
Lavarias, Melinda School Supervision Asst.	Kelly	1/21/19	Accepted FSW position at JES
Pribble, Lisa H.S. Attendance Clerk	THS	2/1/19	Accepted High School Attendance Secretary position
Lievsay, Sandra Food Service Worker	Villa	1/25/19	Personal
Robinson Jr., James E. Utility Person II	WHS	1/28/19	Accepted a Utility Person III position
Sanchez Sanchez, Alondra H.S. Library Technician	KHS	2/1/19	Personal
Stokes, Jenean School Security Person	THS	1/21/19	Accepted School Security Person II Position

Vatran, Kristyn Para Ed for Therapeutic Behavior	Dist. Wide	1/13/19	Accepted Special Ed Teaching position
Baca, Patricia Food Service Worker II	THS	12/21/18	Personal
Hackney, Tara IEP Para Educator I	THS	1/4/19	Accepted a Para Educator II position at West High School
Hallman, Jessica Clerk Typist I	S/WP	1/4/19	Accepted a Para Educator I position at McKinley School
Snyder, Annie Special Ed Para Educator I	McKinley	1/4/19	Accepted a Special Ed Para position at MVMS
Wright, Nidaluz Elementary Attendance Clerk	Poet	1/4/19	Accepted Elementary Attendance Clerk position at Hirsch

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

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



# HUMAN RESOURCES MEMORANDUM

**TO:** Dr. Brian Stephens, Superintendent  
**FROM:** Tammy Jalique, Associate Superintendent for Human Resources  
**DATE:** February 1, 2019  
**SUBJECT:** Approve Classified, Certificated, and/or Management Employment

## BACKGROUND:

Johnson, Melissa

## BACKGROUND:

Jimerson, Teela

Steves, Robert

Vatran, Kristyn

## BACKGROUND:

Butler, Jill

## MANAGEMENT

Program Specialist (New)  
Special Education  
Range 47 – LME, Step C  
\$525.42 per day  
Funding: Restricted Funds

## CERTIFICATED

SDC (Replacement)  
Williams Middle School  
Class III, Step 1 “A”, \$20,907.77  
Funding: General Fund

RSP (Replacement)  
Tracy High School  
Class I, Step 1 “A”, \$20,157.61  
Funding: Restricted Funds

SDC Preschool (New)  
Hirsch Elementary School  
Class I, Step 1 “A”, \$23,848.44  
Funding: Restricted Funds

## CLASSIFIED

Food Service Worker (Replacement)  
Tracy High School  
Range 22, Step A - \$13.69 per hour  
3 hours per day  
Funding: Child Nutrition – School Program

Camacho, Jose	IEP Para Educator I (New) Tracy Learning Center Range 24, Step C - \$15.73 per hour 7.5 hours per day Funding: Special Education
Cross, Crysta	School Supervision Assistant (Replacement) McKinley Elementary School Range 21, Step C - \$14.69 per hour 1.5 hours per day Funding: General Fund
Cumplido, Zarai	Payroll Technician (Replacement) DEC/Financial Services Range 52, Step A - \$27.58 per hour 8 hours per day Funding: General Fund
Feliciano, Christopher	Utility Person III (New) Transportation/Tracy High School Range 36, Step B - \$19.85 per hour + ND 8 hours per day Funding: General Fund – 50% and Transportation – Special Education – 50%
Lavarias, Melinda	Food Service Worker (New) Jacobson Elementary School Range 22, Step E - \$16.47 per hour 2 hours per day Funding: Child Nutrition – School Program
Mendez, Gretta	Special Education Para Educator I (Replacement) McKinley Elementary School Range 24, Step A - \$14.35 per hour 4 hours per day Funding: Special Education
Moschetti, Thao	Special Education Para Educator I (New) Tracy Learning Center Range 24, Step C - \$15.73 per hour 6.5 hours per day Funding: Special Education
Pribble, Lisa	High School Attendance Secretary (Replacement) Tracy High School Range 31, Step A - \$16.88 per hour 8 hours per day Funding: General Fund

Robinson Jr., James E,	Utility Person III (Replacement) MOT/Kimball High School Range 36, Step E - \$22.85 per hour + ND 8 hours per day Funding: General Fund – 25%; Ongoing & Major Maintenance – 25% and Special Ed – Transportation – 50%
Siri, Denise	Food Service Worker (Replacement) Kimball High School Range 22, Step A - \$13.69 per hour 2.5 hours per day Funding: Child Nutrition – School Program
Stokes, Jenean	School Security Person II (Replacement) Tracy High School Range 35, Step E - \$22.31 per hour 8 hours per day Funding: General Fund
Wichman, Casey	Para Educator I (Replacement) North Elementary School Range 24, Step C - \$15.73 per hour 6 hours per day Funding: General Fund

**BACKGROUND:**

**COACHES**

Galindo, Rodrigo	JV Softball Kimball High School Stipend: \$4,690.66
Marin, Marko	50% Assistant Track Coach Kimball High School Stipend: \$2,345.33
Toon, Christine	Boys' Varsity Volleyball West High School Stipend: \$5,860.67

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

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

TRACY SCHOOL FACILITIES FINANCING AUTHORITY

ANNUAL MEETING

February 12, 2019

7:00 P.M.

Tracy Unified School District – Education Center  
1875 W. Lowell Ave.  
Tracy, CA 95376

1. CALL TO ORDER
2. ROLL CALL/CONFIRMATION OF OFFICERS - Establish Quorum

<i><b>Name</b></i>	<i><b>TSFFA Board Position</b></i>
Steve Abercrombie	Chair
Brian Pekari	Vice-Chair
Jill Costa	Secretary
Ameni Alexander	Member
Simran Kaur	Member
Jeremy Silcox	Member
Lori Souza	Member

<i><b>Name</b></i>	<i><b>TSFFA Staff Position</b></i>
Brian Stephens	Executive Director
Casey Goodall	Treasurer and Controller

3. Comments From the Public on **Items Not on the Agenda**  
(5-Minute Time Limit Per Individual)

Persons wishing to speak to items not on the agenda are asked to complete a “Request to Speak” card and present it to the Chair prior to the meeting. Subjects not on the agenda may be introduced at this time, but no action may be taken on them at this meeting. When you address the Board, please stand at the podium and state your name for the record.

Comments From the Floor on **Items On the Agenda**  
(5-Minute Time Limit Per Individual)

Persons wishing to speak to items on the agenda are asked to complete a “Request to Speak” card and present it to the Chair prior to the meeting. You will be given an opportunity to speak on the subject at the time the item is discussed by the Board. When you address the Board, please stand at the podium and state your name for the record.



4. DISCUSSION/ACTION –

4.1 Approve Meeting Minutes of February 13, 2018

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

4.2 Accept the 2017-2018 Independent Annual Financial Report for the Tracy School Facilities Financing Authority (Separate Cover Item)

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

5. ADJOURNMENT

Pursuant to the Americans with Disabilities Act, persons with a disability who require a disability-related modification or accommodation in order to participate in a meeting, including auxiliary aids or services, may request such modification or accommodation from the Superintendent's Office at (209) 830-3201 (telephone). Notification 48 hours prior to the meeting will enable the District to make reasonable arrangements to assure accessibility to the meeting.

The Board reserves the right to take action on all items  
on the Agenda including "Discussion" items

**Annual Minutes of  
Regular Meeting of  
Tracy School Facilities Financing Authority  
February 13, 2018**

**14.1.4** Annual Meeting of Tracy School Facilities Financing Authority  
**7:55pm** Adjourn TUSD Board Meeting.

1. CALL TO ORDER Annual TSFFA Meeting
2. ROLL CALL/CONFIRMATION OF OFFICERS - Establish Quorum

<i>Name</i>	<i>TSFFA Board Position</i>
Greg Silva	Chair
Sondra Gilbert	Vice-Chair
Daniel Arriola	Secretary
Jill Costa	Member
Walter Gouveia	Member
Ted Guzman	Member
James Vaughn	Member

<i>Name</i>	<i>TSFFA Staff Position</i>
Brian Stephens	Executive Director
Casey Goodall	Treasurer and Controller

3. Comments From the Public on **Items Not on the Agenda**  
(5-Minute Time Limit Per Individual)

Persons wishing to speak to items not on the agenda are asked to complete a “Request to Speak” card and present it to the Chair prior to the meeting. Subjects not on the agenda may be introduced at this time, but no action may be taken on them at this meeting. When you address the Board, please stand at the podium and state your name for the record.  
None.

- Comments From the Floor on **Items On the Agenda**  
(5-Minute Time Limit Per Individual)

Persons wishing to speak to items on the agenda are asked to complete a “Request to Speak” card and present it to the Chair prior to the meeting. You will be given an opportunity to speak on the subject at the time the item is discussed by the Board. When you address the Board, please stand at the podium and state your name for the record.  
None.

**Action:** 4. DISCUSSION/ACTION –

**4.1** Approve Meeting Minutes of February 15, 2017

**Action:** Guzman, Gouveia.

**Vote:** Yes-7; No-0

**4.2** Accept the 2016-2017 Independent Annual Financial Report for the Tracy School Facilities Financing Authority (Separate Cover Item)

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

**7:56pm**    **5. ADJOURNMENT**

**7:57pm**    Reconvene the TUSD Board Meeting

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Clerk

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Date



VAVRINEK, TRINE, DAY & CO., LLP  
Certified Public Accountants

VALUE THE *difference*

January 25, 2019

To the Board of  
Tracy School Facilities Financing Authority JPA

We have audited the financial statements of the business-type activities of Tracy School Facilities Financing Authority JPA for the year ended June 30, 2018. Professional standards require that we provide you with information about our responsibilities under generally accepted auditing standards (and, if applicable, *Government Auditing Standards* and Uniform Guidance) as well as certain information related to the planned scope and timing of our audit. We have communicated such information in our letter to you dated November 11, 2018. Professional standards also require that we communicate to you the following information related to our audit.

#### Significant Audit Findings

##### *Qualitative Aspects of Accounting Practices*

Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by Tracy School Facilities Financing Authority JPA are described in Note 1 to the financial statements. No new accounting policies were adopted and the application of existing policies was not changed during 2018. We noted no transactions entered into by the governmental unit during the year for which there is a lack of authoritative guidance or consensus. All significant transactions have been recognized in the financial statements in the proper period.

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events. The financial statement disclosures are neutral, consistent, and clear.

##### *Difficulties Encountered in Performing the Audit*

We encountered no significant difficulties in dealing with management in performing and completing our audit.

##### *Disagreements with Management*

For purposes of this letter, a disagreement with management is a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the auditor's report. We are pleased to report that no such disagreements arose during the course of our audit.

### *Management Representations*

We have requested certain representations from management that are included in the management representation letter dated January 25, 2019.

### *Management Consultations with Other Independent Accountants*

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a “second opinion” on certain situations. If a consultation involves application of an accounting principle to the governmental unit’s financial statements or a determination of the type of auditor’s opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts. To our knowledge, there were no such consultations with other accountants.

### *Other Audit Findings or Issues*

We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year prior to retention as the governmental unit’s auditors. However, these discussions occurred in the normal course of our professional relationship and our responses were not a condition to our retention.

This information is intended solely for the use of Board and management of Tracy School Facilities Financing Authority JPA and is not intended to be, and should not be, used by anyone other than these specified parties.

Very truly yours,

*Vavrinek, Trine, Day & Co LLP*

Vavrinek, Trine, Day & Co, LLP  
Pleasanton, California  
January 25, 2019



# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Brian R. Stephens, Superintendent  
**FROM:** Dr. Sheila Harrison, Associate Superintendent of Educational Services  
**DATE:** January 28, 2019  
**SUBJECT:** Approve Local Solutions Grant

**BACKGROUND:** Board approval is requested to permit TUSD to participate in the Local Solutions Grant. The Professional Learning and Special Education departments are excited to announce that we have been awarded a \$78,000 grant from the state of California for our Special Education Teacher Retention Plan. The Local Solutions Grant is a comprehensive teacher support program that provides financial aid, financial incentive, and intensive professional learning for special education teachers who meet eligibility criteria.

**RATIONALE:** There is a statewide shortage of credentialed special education teachers. TUSD special education programs are adversely affected when qualified special educators do not apply to open positions. The Local Solutions Grant will help TUSD retain existing special education teachers to help ensure necessary services are provided to students with disabilities. This request supports District Strategic Goal #2: Hire, support, develop, train, and sustain district employees who create a singleness of purpose focused on maximizing students' academic, social, and emotional potential.

**FUNDING:** Expenses for this Grant are provided as "in-kind" services. There is no additional cost to TUSD for participation in this program. However, some TUSD staff will be providing monitoring, administration, and other administrative support to facilitate the program.

**RECOMMENDATION:** Approve Local Solutions Grant.

**Prepared by:** Jason Davis, Program Administrator, Special Education



**TO:** Dr. Brian Stephens, Superintendent  
**FROM:** Tammy Jalique, Associate Superintendent for Human Resources  
**DATE:** January 25, 2019  
**SUBJECT:** **Approve Variable Term Waiver for Special Education – Adapted Physical Education**

**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 hire a teacher to teach Adapted Physical Education. A Variable Term Waiver is needed to allow Tracy Unified School District to hire this teacher to teach Adapted Physical Education while working on the required courses to obtain the proper authorization.

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

**RECOMMENDATION:** Approve Variable Term Waiver for Special Education – Adapted Physical Education

**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 individual below time to complete a program which will authorize him to teach Adapted Physical Education. The individual will be provided orientation, guidance and assistance during the valid period of the waiver.

Patricia E. Freitas- District Wide; Adapted Physical Education

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

\_\_\_\_\_  
Board President

\_\_\_\_\_  
Date

**ATTEST:**

\_\_\_\_\_  
Board Vice President

\_\_\_\_\_  
Date