

NOTICE
REGULAR MEETING OF THE GOVERNING BOARD
TRACY UNIFIED SCHOOL DISTRICT

DATE: TUESDAY, May 28, 2013

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

TIME: 5:20 PM Closed Session
7:00 PM Open Session

AGENDA

- | | | |
|------------|--|----------------|
| 1. | Call to Order | Pg. No. |
| 2. | Roll Call – Establish Quorum
Board: J. Costa, G. Crandall, W. Gouveia, T. Guzman, K. Lewis, G. Silva, J. Vaughn
Staff: J. Franco, C. Goodall, S. Harrison, B. Etcheverry | |
| 3. | Closed Session: Opportunity to Address the Board Regarding Closed Session Items which follow. Closed session is limited to consideration of items specifically authorized under the Government Code and/or the Education Codes. | |
| 3.1 | Educational Services | |
| | 3.1.1 Intra-District Attendance Appeal #12-13/AA2
Action: Motion___; Second___; Vote: Yes___; No___; Absent___; Abstain___ | |
| | 3.1.2 Finding of Fact #12-13/#80 | |
| 3.2 | Human Resources | |
| | 3.2.1 Consider Leave of Absence Requests for Certificated Employees #UC-811, #UC-812, #UC-813, #UC-814, Pursuant to Article XX
Action: Motion___; Second___; Vote: Yes___; No___; Absent___; Abstain___ | |
| | 3.2.2 Public Employee Evaluation
Title: Superintendent | |
| | 3.2.3 Consider Public Employee/Employment/Discipline/Dismissal/Release
Action: Motion___; Second___; Vote: Yes___; No___; Absent___; Abstain___ | |
| | 3.2.4 Conference with Labor Negotiator
Agency Negotiator: Sheila Harrison
Assistant Superintendent of Educational Services & Human Resources
Employee Organization: CSEA, TEA | |
| 4. | Adjourn to Open Session | |
| 5. | Call to Order and Pledge of Allegiance | |

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| 6. Closed Session Issues: | |
| 6a Report Out of Action Taken on Intra-District Attendance Appeal #12-13/AA2 | |
| Action: Motion __; Second __. Vote: Yes __; No __; Absent __; Abstain __. | |
| 6b Finding of Fact #12-13/#80 | |
| Action: Motion __; Second __. Vote: Yes __; No __; Absent __; Abstain __. | |
| 6c Report Out of Action Taken on Consider Leave of Absence Requests for
Certificated Employees #UC-811, #UC-812, #UC-813, #UC-814, Pursuant to
Article XX | |
| Action: Motion __; Second __. Vote: Yes __; No __; Absent __; Abstain __. | |
| 7. Approve Regular Minutes of May 14, 2013. | 1-4 |
| Action: Motion __; Second __. Vote: Yes __; No __; Absent __; Abstain __. | |
| 8. Student Representative Reports: Kimball High: Brianna Pekari; Tracy High: Ivan Diaz;
West High: Natasha Bartolome; Stein High: Justin Chapman-Varela | |
| 9. Recognition & Presentations: An opportunity to honor students, employees and
community members for outstanding achievement: | |
| 9.1 Tracy High School Update | |
| 9.2 Recognize the Recipient of the Diversity & Equity Staff Recognition Award for the
Spring Term of the 2012-13 School Year | 5 |
| 10. Hearing of Delegations: Anyone wishing to address the Governing Board on a non-agenda
item may be heard at this time. Presentations shall be held to a reasonable length, normally
not to exceed five (5) minutes. If formal action is required, the item will 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). | |
| 11. Information & Discussion Items: An opportunity to present information or reports
concerning items that maybe considered by Trustees at a future meeting. | |
| 11.1 Administrative & Business Services: None. | |
| 11.2.1 Receive Report on the California May Revise | 6-7 |
| 11.2 Educational Services: | |
| 11.2.1 Receive Report on LUSD High School Special Education Students | 8 |
| 11.3 Human Resources: | |
| 11.3.1 Receive Peer Assistance and Review Annual Report for the 2012-2013
School Year | 9-11 |
| 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___.	Pg. No.
13.1 Administrative & Business Services		
13.1.1	Ratify Measure E Related Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda	12-13
13.1.2	Ratify Routine Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda	14-15
13.1.3	Accept the Generous Donations From the Various Individuals, Businesses, and School Site Parent Teacher Associations Listed Herein With Thanks and Appreciation From the Staff and Students of the Tracy Unified School District	16-17
13.1.4	Approve Assembly, Service, Business and Food Vendors	18-25
13.2 Educational Services		
13.2.1	Approve Agreement for Special Contract Services with Hear Say Speech and Language Services, NPA for the 2013-2014 School Year	26-28
13.2.2	Approve Agreement for Special Contract Services and Memorandum of Understanding with International Center for Leadership in Education for the 2013-2014 School Year	29-33
13.2.3	Approve Agreement for Special Contract Services with Nancy Fetzer's Literacy Connections and Tracy Unified School District (Art Freiler, George Kelly, and Louis Bohn Schools) for the 2013-2014 School Year	34-36
13.2.4	Approve Agreement for Special Contract Services with Project GLAD to Provide Teacher Training throughout the 2013-2014 School Year	37-40
13.2.5	Approve Agreement for Special Contract Services and Memorandum of Understanding with San Joaquin County Office of Education, Regional System of District and School Support (RSDSS) and Tracy Unified School District for the 2013-2014 School Year	41-45
13.2.6	Approve the Request to the California Department of Education to Authorize Louis Bohn Elementary School as a Schoolwide Title 1 Program	46-49
13.2.7	Approve Agreement for Special Contract Services with San Joaquin County Office of Education (SJCOE) Math Department to Provide Professional Development on California's Common Core Standards (CCSS) for Mathematics	50-54
13.2.8	Approve all Out of State, Overnight, and Out of District Travel for Tracy High FFA Teachers and Students for the 2013-2014 School Year	55-61
13.2.9	Approve Agreement for Special Contract Services with Valley Community Counseling for a Licensed Marriage and Family Therapist for the 2013-2014 School Year	62-64
13.2.10	Approve Agreement for Special Contract Services with the San Joaquin County Office of Education to Provide Teacher Training and Support for the 2013 Summer English Learners Science Program, Brainiac Academy	65-67
13.2.11	Approve Out of State Travel for Dr. Cheryl Domenichelli to Attend the Model Schools Conference on June 30-July 3, 2013 in Washington, DC	68

	Pg. No.
13.2.12 Approve Master Contract with Sierra School, NPS for the 2013-2014 School Year (Separate Cover Item)	69
13.2.13 Approve Master Contract with Tobinworld II, NPS for the 2013-2014 School Year (Separate Cover Item)	70
13.2.14 Approve Agreement for Special Contract Services with Allyson Moore, Behavior Consultant for Mental Health Evaluations for the 2013-2014 School Year	71-73
13.2.15 Approve Master Contract with Children's Home of Stockton, NPS, for 2013-2014 School Year (Separate Cover Item)	74
13.2.16 Approve Out of State Travel for Dr. Mark Miller to Attend the 2013 School Neuropsychology Institute in Dallas, Texas on July 10-12, 2013	75
13.2.17 Approve Agreement for Special Contract Services with Occupational Therapy for Children, NPA for the 2013-2014 School Year	76-78
13.2.18 Approve Master Contract with Applied Behavior Consultants, Inc., NPS, for the 2013-2014 School Year (Separate Cover Item)	79
13.2.19 Approve Master Contract with Central Valley Training Center, NPS, for School Year 2013-2014 (Separate Cover Item)	80
13.2.20 Approve Master Contract with North Valley School, Inc. for the 2013-2014 School Year (Separate Cover Item)	81
13.2.21 Approve Agreement for Special Contract Services with Therapeutic Pathways, Inc. for Consultation Services for the 2013-2014 School Year	82-84
13.3 Human Resources	
13.3.1 Accept the Resignations/Retirements/Leaves of Absence for Certificated, Classified and/or Management Employees	85
13.3.2 Approve Classified, Certificated and/or Management Employment	86
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 Consider Claim No. 480489 TUSD	87
Action: Motion___; Second___. Vote: Yes___; No___; Absent ___; Abstain__.	
14.1.2 Adopt Resolution No. 12-26 Authorizing Temporary Loans between Funds for the 13/14 School Year.	88-89
Action: Motion___; Second___. Vote: Yes___; No___; Absent ___; Abstain__.	
14.2 Educational Services:	
14.2.1 Acknowledge Revised Administrative Regulation 6163.4, Student Use of Technology (Second Reading)	90-104
Action: Motion___; Second___. Vote: Yes___; No___; Absent ___; Abstain__.	
14.2.2 Acknowledge Revised Administrative Regulation 4040, Employee Use of Technology (Second Reading)	105-118
Action: Motion___; Second___. Vote: Yes___; No___; Absent ___; Abstain__.	
14.2.3 Adopt 2013 - 2014 High School Student Handbook (Separate Cover Item)	119-127
Action: Motion___; Second___. Vote: Yes___; No___; Absent ___; Abstain__.	

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|----------------|---|-------------------------------------|
| | | Pg. No. |
| 14.2.4 | Approve Contract with the San Joaquin County Children and Families Commission (First 5 San Joaquin) for the Building Literacy Together Grant (Separate Cover Item) | 128 |
| Action: | Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain___. | |
| 14.2.5 | Acknowledge Revised Administrative Regulation 1312.3, Uniform Complaint Procedures (First Reading) | 129-137 |
| Action: | Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain___. | |
| 14.2.6 | Adopt Revised Board Policy 1312.3 Uniform Complaint Procedures (First Reading) | 138-143 |
| Action: | Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain___. | |
| 14.3 | Human Resources | |
| 14.3.1 | Authorize Declaration of Need for the 2013-2014 School Year | 144-147 |
| Action: | Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain___. | |
| 15. | Board Reports: An opportunity for board members to discuss items of particular importance or interest in the district. | |
| 16. | Superintendent's Report: An opportunity for the superintendent to share matters of special interest or importance which are not on the board agenda and/or special presentations of district programs or activities. | |
| 17. | Board Meeting Calendar: | |
| 17.1 | June 11, 2013 | |
| 17.2 | June 25, 2013 | |
| 17.3 | August 13, 2013 | |
| 17.4 | August 27, 2013 | |
| 18. | Upcoming Events: | |
| 18.1 | June 1, 2013 | Graduation |
| 18.2 | August 12, 2013 | First Day of School, 2013-14 |

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

**Minutes of
Regular Meeting of the Governing Board
For Tracy Unified School District
Held on Tuesday, May 14, 2013**

5:30 PM: President Silva called the meeting to order and adjourned to closed session.

Roll Call: Board: J. Costa, G. Crandall, W. Gouveia, T. Guzman, K. Lewis, G. Silva, J. Vaughn
Staff: J. Franco, S. Harrison, C. Goodall, B. Etcheverry

7:06 PM President Silva called the Tracy Unified School District Board of Education to order and led those present in the Pledge of Allegiance.

Closed Session:

6a Finding of Fact #12-13/71, 72, 73, 74, 75, 76, 78,79, 81, 82, 83, 85
Action: Lewis, Guzman. **Vote:** Yes-7; No-0.

6b Report Out of Action Taken on PE Exemption – THS #10329973
Action: Vote: Yes-6; No-0; Absent-1 (Vaughn)

6c Report Out of Action Taken on Early Graduation - KHS #10328030, #10328599
Action: Vote: Yes-6; No-0; Absent-1 (Vaughn)

6d Report Out of Action Taken on Consider Non-Paid Leave Of Absence Request For Classified Employee #UCL-180, pursuant to Article XXIII
Action: Vote: Yes-6; No-0; Absent-1 (Vaughn)

6e Report Out of Action Taken on Release Probationary Classified Employee #UCL-181
Action: Vote: Yes-6; No-0; Absent-1(Vaughn)

6f Report Out of Action Taken on Approve the Non-Reelection of Probationary Certificated Employee #UC-785, Pursuant to Education Code Section 44929.21(b)
Action: Vote: Yes-6; No-0; Absent -1(Vaughn)

6g Report Out of Action Taken on Approve Leave of Absence Requests for Certificated Employees #UC-786, #UC-787, #UC-788, #UC-789, #UC-790, #UC-791, #UC-792, #UC-793, #UC-794, #UC-795, #UC-796, #UC-797, #UC-798, #UC-799, #UC-800, #UC-801, #UC-802, #UC-803, #UC-804, #UC-805, #UC-806, #UC-807, #UC-808, #UC-809, and #UC-810, Pursuant to Article XXb)
Action: Vote: Yes-6; No-0; Absent-1(Vaughn)

Employees Present: T. Brown, S. Bancroft, B. Sawyer, D. Schneider, P. Hall, C. Minter, J. Cardoza, J. Anderson, J. Lopez

Press: None.

Visitors Present: J. Mousalimas, R. Indran

Minutes: **Approve Regular Minutes of April 23, 2013.**
Action: Guzman, Gouveia. **Vote:** Yes-7; No-0.

Approve Special Minutes of May 8, 2013.

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

**Student Rep
Reports:**

None.

**Recognition &
Presentations:**

9.1 West High School/IGCG Update

Principal, Troy Brown, Assistant Principal, Shannon Bancroft and Teacher, Debra Schneider, presented a power point which reviewed the ELD student needs. The Vision for their school is PRIDE = Positive, Relationships, Integrity, Diversity and Excellence. They try to place the right teacher in the best spot. They currently have 311 EL students. Students are classified into categories: Limited English Proficient, Fluent English Proficient, Long Term English Learners, based on their CELDT scores. Re-Designated students are no longer CELDT tested and are totally mainstreamed. They presented a short video of some of the EL students. They also showed what typically is presented in a classroom including many visuals which they are given information and facts about, words, definitions, and sentence writing.

**9.2 Recognize and Congratulate the Tracy High School Mock Trial Team for
Their Successful 2012-2013 Season**

Assistant Superintendent of Human Resources and Educational Services, Dr. Sheila Harrison, recognized the Tracy High School Mock Trial team for winning the San Joaquin County Mock Trial Competition placing sixth at the state competition. This was the highest any team from San Joaquin County has ever placed in the 30+ years of the competition. Justin Nunn and Ron Indran are to be thanked and congratulated as well for the many hours they dedicated to assisting the team prepare. Certificates were then presented to each team member.

**Hearing of
Delegations**

None.

**Information &
Discussion Items:**

11.1 Administrative & Business Services:

11.1.1 Receive Report on District External Communications

Public Hearing:

12.1 Public Hearing: None.

Consent Items:

Action: Lewis, Gouveia. **Vote:** Yes-7; No-0.

13.1 Administrative & Business Services:

13.1.1 Approve 2013-2014 Designation of CIF Representatives to League

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

13.1.3 Approve Assembly, Service, Business and Food Vendors

13.1.4 Ratify Routine Expenditures and Notice of Completions Which Meet

- the Criteria for Placement on the Consent Agenda
- 13.1.5** Ratify Measure E Related Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda
- 13.2 Educational Services:**
- 13.2.1** Approve the District Summer School Programs for 2012-2013
- 13.2.2** Approve Agreement for Special Contract Services with the Pacific Mathematics, Engineering and Science Achievement (MESA) Center to Implement a Program for Under-Represented, Underperforming Students During the 2013/2014 School Year
- 13.2.3** Approve Agreements for Special Contract Services with Project GLAD Tier I to Provide Teacher Training for Middle and High School Teachers for the 2012-2013 and the 2013-2014 School Years
- 13.2.4** Ratify Agreement for Special Contract Services with Sonja Biggs Educational Services, NPA for the 2012-2013 School Year
- 13.2.5** Approve Overnight Travel for the Tracy High School Girls Volleyball Team to Attend the North Valley Volleyball Officials Tournament in Redding, CA on August 23-24, 2013
- 13.2.6** Approve Agreement for Special Contract Services with Nancy Fetzter's Literacy Connections and Tracy Unified School District (Art Freiler, George Kelly, and Louis Bohn Schools) for the 2013-2014 School Year
- 13.3 Human Resources:**
- 13.3.1** Accept the Resignations/Retirements/Leaves of Absence for Certificated, Classified and/or Management Employees
- 13.3.2** Approve Classified, Certificated and/or Management Employment
- Action Items:**
- 14.1 Administrative & Business Services:**
- 14.1.1** Approve Resolution No. 12-24 Finding that the Reconstruction / Modernization of North School Qualifies as a Categorical Exemption from California Environmental Quality Act
Action: Lewis, Crandall. **Vote:** Yes-7; No-0.
- 14.1.2** Approve Resolution No. 12-25 Providing for the Issuance and Sale of 2013 General Obligation Refunding Bonds of the District to Refund Its: 1) General Obligation Bonds (Election of 2006, Series 2006); and 2) General Obligation Bonds (Election of 2006, Series 2007), and Approving Related Documents and Actions
Action: Guzman, Gouveia. **Vote:** Yes-7; No-0.
- 14.1.3** Receive Update on Measure S Projects and Approve the Priority of the Remaining Projects and Planning
Action: Lewis, Gouveia. **Vote:** Yes-7; No-0.
- 14.1.4** Authorize Release of Request for Qualifications (RFQ) for a Shortlist of Lease-Leaseback Contractors for Upcoming Projects
Action: Crandall Vaughn. **Vote:** Yes-7; No-0.
- 14.2 Educational Services:**
- 14.2.1** Adopt Revised Board Policy 5144.1, Suspension and Expulsion Process (Second Reading)
Action: Gouveia, Guzman. **Vote:** Yes-7; No-0.

- 14.2.2 Acknowledge Revised Administrative Regulation 5144.1, Suspension and Expulsion Process. (Second Reading)
Action: Crandall, Gouveia. **Vote:** Yes-7; No-0.
- 14.2.3 Acknowledge Revised Administrative Regulation 4040, Employee Use of Technology (First Reading)
Action: As amended. Crandall, Lewis. **Vote:** Yes-7; No-0.
- 14.2.4 Acknowledge Revised Administrative Regulation 6163.4, Student Use of Technology (First Reading)
Action: Gouveia, Vaughn. **Vote:** Yes-7; No-0.
- 14.3 Human Resources:**
- 14.3.1 Approve Revised Job Description for Bilingual (Spanish) Preschool Site Supervisor
Action: Guzman, Gouveia. **Vote:** Yes-7; No-0.
- 14.3.2 Approve Revised Job Description for Secretary to the Director of Instructional Media and Curriculum
Action: Crandall, Gouveia. **Vote:** Yes-7; No-0.

Board Reports:

Trustee Lewis passed. Trustee Gouveia attended the memorial for Sara Cazares. It was moving and a nice way to honor her. He also attended the end of year recognition and scholarship night at Tracy High. Trustee Costa passed. Trustee Guzman attended some facilities and charter school meetings. TLC had their board meeting last night. They have sent their response to us regarding their MOU and FUA and we will be responding to that. They hired someone to assess their campus and see what they want to do with their facilities and what the cost would be. Trustee Crandall acknowledged those that donated to various schools. Trustee Vaughn passed. Trustee Silva attended the African American Educator Award ceremony. It was a nice evening. He also attended the employee appreciation celebration. He congratulated everyone for their accomplishments. He has attended several facility and charter school meetings.

Superintendent Report:

Dr. Franco attended the scholarship night last night at Tracy High and awarded the TSMA scholarships. Southwest Park will get donuts for being the most spirited at the district's recognition on Monday. He also thanked Bonny Carter for a nice presentation.

8:27 p.m.

 Clerk

 Date



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resource
DATE: March 28, 2013
SUBJECT: **Recognize the Recipient of the Diversity & Equity Staff Recognition Award for the Spring Term of the 2012-13 School Year**

BACKGROUND: In December, 2011, the Board adopted a revision to the Board Policies and Administrative Regulations 4156.2 and 4256.2, Governing Board's Recognition of Employees. The revised Policies and Administrative Regulations reflect changes and the addition of the Superintendent's Diversity & Equity Committee Employee Award and Recognition Program. In compliance with the revised Board Policies and Administrative Regulations, the District began soliciting nominations for the Diversity & Equity Staff Recognition Award in September, 2012. A selection committee composed of a chairperson and members of the Superintendent's Diversity & Equity Committee met and reviewed the nominations and selected award winners.

RATIONALE: In accordance with the Board Policies and Administrative Regulations, the award recipients will be recognized by the Board of Education.

This agenda item meets District Strategic Goal #2: Ensure that all students meet or exceed grade level standards and that the achievement gap is closed; District Strategic Goal #3: Provide a safe and equitable learning environment for all students and staff.

FUNDING: N/A

RECOMMENDATION: Recognize Rechelle Pearlman and Mary Torres as the Recipients of the Diversity & Equity Staff Recognition Award for the Spring Term of the 2012-13 School Year

Prepared by: Dr. Sheila Harrison, Assistant Superintendent for Educational Services and Human Resources



BUSINESS SERVICES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: Dr. Casey Goodall, Associate Superintendent for Business
DATE: May 21, 2013
SUBJECT: Receive Report on the California May Revise

BACKGROUND: On May 14, 2013, Governor Brown released his May revision to the State Budget proposal he presented in January. Many aspects of the plan remain as proposed in January, but the focus on local control that was central to the January proposal has been replaced with a new focus on accountability measures and a resolve to direct resolution of four specific (but critical) problems:

1. Paying down the “Wall of Debt” owed to schools by buying-back deferrals (*ongoing*).
 - a. Note: this does not result in additional funding to any school or school district. Rather, it pays funds already budgeted by schools more closely to the date on which it is owed. This is analogous to the consumer who is 12 months year in arrears on rent, now beginning to pay the bill only ten months late. The Governor’s plan helps cash-flow (our ability to make on-time payments to employees and vendors), but does not replace the approximately \$30 million of budget reductions TUSD has experienced over the past decade.
2. Reducing class sizes at the Transitional Kindergarten to Third Grade levels, with an eight year implementation plan, at the end of which all classes in these grade levels must have enrollment ~~at~~ or below 24 students or severe penalties will be applied (*ongoing*).
 - a. This reduction in class sizes will require approximately 41 additional classrooms be added to the TUSD inventory. The average cost for the addition of a classroom varies, depending on the level of infrastructure (electrical, plumbing, etc.) available at a given site, but may be approximately \$150,000 per classroom...for an estimated facilities cost of approximately \$6.2 million which the proposed state budget does not fund. Other implementation plans may include the reimplement of Year-Round-School calendars, or changes in grade level configurations at schools.
3. One-time funds to implement the new Common Core State Standards (CCSS) (*one-time*). Expenditure of these funds is limited to three different categories of expenses: technology required by the new standards, and instructional materials. The funds must be spent during the 2013-14 and/or 2014-15 school years.
4. Partial implementation of the Local Control Funding Formula (LCFF).
 - a. As with the January budget proposal, the ongoing level of funding to each school district will now be dependent on a number of variables, the values of which are not yet known in Sacramento: the percentage of students eligible for free-and-reduced meals, the unduplicated percentage of students who are English Language Learners (ELL), and the unduplicated number of students living in foster care.
 - b. The California Department of Finance is able to estimate the total revenues to be distributed to school districts for these purposes (the numerator of a division problem), they do not know the total number of students in California schools that constitute each of these unduplicated categories (the denominator of the division problem). Therefore,

they cannot calculate the amount to be distributed to each student in the state. Consequently, the level of funding for Tracy Unified School District is not yet calculable. However, the proposed mechanism guarantees school districts will not receive lower levels of funding per student than in the 2012-13 school year. It is expected that the bulk of these funds will be distributed to school districts experiencing the greatest levels of poverty, and few dollars will come to Tracy for this purpose. More will be known on this issue after the Department of Finance conducts a statewide audit of enrollment and socio-economic data.

RATIONALE: Staff members will monitor information as it comes available. The most pressing question is whether the legislature will endorse the Governor's plan. District staff will work with the San Joaquin County Office of Education to determine which assumptions to make in developing our 2013-14 budget. Any changes that occur after the budget is developed, will be brought back to the board for reapproval.

FUNDING: There are no costs associated with this agenda item, but funding impacts will occur with passage of the state budget.

RECOMMENDATION: Receive Report on the California May Revise.



TRACY
UNIFIED SCHOOL DISTRICT

BUSINESS SERVICES MEMORANDUM

TO: Board of Education
FROM: Dr. James C. Franco, Superintendent
DATE: May 21, 2013
SUBJECT: Receive Report on LUSD High School Special Education Students

BACKGROUND: Lammersville Unified School District (LUSD) voted in 2009 to unify and form its own K-12 school district. During the transition time from a K-8 to a K-12 school district, LUSD is utilizing TUSD busses and other services to meet their student and staff needs. One of the areas that TUSD is providing for LUSD is the instructional program for special needs students in grades 9-12.

RATIONALE: Due to capacity limits, the 9th grade students new to Kimball High School (KHS) were all going to be assigned to West High School. However, an option to attend KHS will be given to 9th grade students new to Kimball with a current IEP. At least one new staff member will be added to provide the necessary capacity to house the new 9th grade students.

FUNDING: N/A.

RECOMMENDATION: Receive Report on LUSD High School Special Education Students.

Prepared by: Dr. James Franco, Superintendent.



HUMAN RESOURCES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: Dr. Sheila Harrison, Assistant Superintendent for Educational Services and Human Resources
DATE: May 16, 2013
SUBJECT: Receive Peer Assistance and Review Annual Report for the 2012-2013 School Year

BACKGROUND: During the 2009-2010 school year, the Tracy Educators Association (TEA) and the Tracy Unified School District “revived” the Peer Assistance and Review (PAR) program. The Program continues to operate during the 2012-2013 school year. Five Consulting Teachers were initially activated to support two voluntary Participating Teachers and three mandatory Participating Teachers.

RATIONALE: The Peer Assistance and Review Program (PAR) allows exemplary teachers (Consulting Teachers) to assist certain permanent and beginning teachers in the areas of instructional skills, pupil progress, learning environment/classroom management, adherence to curricular/learning objectives, and/or related aspects of his or her teaching performance. Teachers referred to or who volunteer for the program are viewed as valuable professionals who deserve to have the best resources available provided to them in the interest of improving their performance.

Pursuant to Article XXXVI, Peer Assistance and Review (PAR), the Joint Committee is required to submit an annual report to the Governing Board regarding the program’s impact. The attached Annual Report from the Joint Committee includes a summary of the program activities and recommendations of the Joint Committee.

This aligns with Strategic Goal #6: Develop and support a high performing workforce

RECOMMENDATION: Receive Peer Assistance and Review Annual Report for the 2012-2013 school year.

Prepared by: Dr. Sheila Harrison, Assistant Superintendent for Educational Services and Human Resources

PEER ASSISTANCE AND REVIEW PROGRAM

2012-2013 Annual Report

Referred Participants:

The Joint Committee received three referrals for mandatory participants. One participant completed his year with PAR and received all Satisfactory ratings on his final evaluation and has now been exited from the program. The second participant completed his 18 required months of PAR and the Joint Committee voted to extend his support for an additional 6 months, the maximum time allowed by the Master Agreement. This participant showed improvement although he did not receive all Satisfactory ratings on his final evaluation. The third participant has completed his first year of PAR and will continue into the 2013-2014 school year for at least an additional 6 months.

Voluntary Participants:

Two voluntary participants from the 2011-2012 school year continued in the program this year. These participants demonstrated improvement as reported by the Consulting Teachers. They were exited from the program in December.

Consulting Teachers/Trainers:

The Joint Committee did not recruit or increase the pool of Consulting Teachers this year. The current pool remains at ten (10).

Topics/Activities Covered in the Peer Assistance Program (PAR):

During the 2012-2013 school year, Consulting Teachers received additional training in coaching and spent time collaborating with other Consulting Teachers. The strategies and ideas gleaned during this training were employed on an individual basis with each Participating Teacher.

The funding for the PAR Program serves voluntary and mandatory participants, as well as the Beginning Teacher Support and Assessment Program (BTSA). Per the Master Agreement, the previous year's revenue monies not used by the PAR Program will be used in the BTSA Program during the following year.

Recommendations:

For the 2013-2014 school year, the Joint Panel recommends:

- All active Consulting Teachers continue to work with their Participating Teachers for the 2013-2014 school year. It is important that the Consulting Teachers work with their Participating Teachers *before school starts* in order to set up the classroom and to design and implement structures and routines to ensure an effective and healthy learning environment for all students.
- Consulting Teachers continue to provide the Joint Committee with monthly reports on progress and recommendations for Participating Teachers.

- Training and resources be provided to Consulting Teachers based on requests from the Consulting Teachers. This may include meetings and discussions with the other Consulting Teachers.
- Continue to transfer unexpended PAR money to the BTSA Program.
- Site Administrators be reminded that the PAR Program is available to all permanent teachers on a voluntary basis at any time during the school year.
- The TEA Members of the PAR Joint Committee establish a promotion campaign of the benefits of volunteering for PAR. Site Representatives will be trained and encouraged to inform their teachers about the benefits of volunteering for PAR participation.



BUSINESS SERVICES MEMORANDUM

TO: Dr. James C. Franco, Superintendent
FROM: Dr. Casey Goodall, Associate Superintendent for Business Services
DATE: May 15, 2013
SUBJECT: Ratify Measure E Related Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda

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

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

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

FUNDING: Per attached summary of requisitions.

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

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

**BUSINESS SERVICES
FACILITIES DEVELOPMENT DEPARTMENT
MEASURE E BOND
SUMMARY OF SERVICES**

A. Vendor: Rainforth Grau Architects
Site: Tracy High School – E.B. Theater
Item: Amendment #1 to Architectural Agreement
Services: Additional architectural services to include sound and lighting system designs for the project.
Cost: \$24,945.00
Project Funding: Measure E Bond Funds and State School Building Fund (SSBF) Savings

B. Vendor: Southern Bleacher Company, Inc.
Site: Tracy High School Stadium and Improvement Project
Item: Change Order # 2
Services: Scope of work documented on the change order summary.
Cost: \$8,129.75 increase to contract
Project Funding: Measure E Bond Funds and SSBF Savings

C. Vendor: Roebbelen Contracting
Site: Tracy High School Stadium and Improvement Project
Item: Change Order # 5
Services: Scope of work documented on the change order summary.
Cost: \$42,961.00 decrease to contingency allowance previously included in contract.
Project Funding: Measure E Bond Funds and SSBF Savings

D. Vendor: Wallace Kuhl & Associates
Site: Tracy High School Stadium and Improvement Project
Item: Amendment to Consulting Agreement
Services: Additional earthwork observation and testing services, which were not estimated in the original agreement, are necessary for the completion of the project.
Cost: \$20,961.00
Project Funding: Measure E Bond Funds and SSBF Savings



TRACY
UNIFIED SCHOOL DISTRICT

BUSINESS SERVICES MEMORANDUM

TO: Dr. James C. Franco, Superintendent
FROM: Dr. Casey Goodall, Associate Superintendent for Business Services
DATE: May 15, 2013
SUBJECT: Ratify Routine Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda

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

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

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

FUNDING: Per attached summary of requisitions.

RECOMMENDATION: Ratify Routine 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
SUMMARY OF SERVICES

A. Vendor: City of Tracy
Site: Tracy High School
Item: Quitclaim Deed
Services: The driveway approach located east of the signalized intersection of Eleventh Street and Civic Center Drive currently appears to be outside the City's right-of-way. Driveway approaches, including the sidewalk on both sides of the driveway, are considered public improvements if they are constructed within the City's right-of-way. The Quitclaim Deed will release title to the City of Tracy for the driveway approach.
Cost: No Cost to the District
Project Funding: No Funding

B. Vendor: Lawrence Backhoe Service
Site: Central Elementary School
Item: Agreement
Services: Contractor to install new domestic water line on the Central campus.
Cost: \$30,785.00
Project Funding: General Fund – Unrestricted Facilities Fund/Deferred Maintenance



BUSINESS SERVICES MEMORANDUM

TO: Dr. James C. Franco, Superintendent
FROM: Dr. Casey Goodall, Associate Superintendent for Business Services
DATE: May 28, 2013
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 School:

1. Tracy Unified School District/Freiler School: From the Freiler School Parent Association, three individual donations were made for a total of \$2,234.02 (\$532.80 / ck. #1321, \$856.07 / ck. #1333, \$845.15 / ck. #1338). This donation will go towards Warehouse orders and Office Depot classroom supplies and to help cover FedEx copies charges.

Tracy High School:

1. Tracy Unified School District/Tracy High School: From John Mello in the amount of \$500.00 (ck. #5393). This donation was made towards the Linda Tosta Scholarship for the 2012-13 school year.
2. Tracy Unified School District/Tracy High School: From Leprino Foods in the amount of \$700.00 (ck. #1010050668). This donation was made towards the Leprino Foods Co. Scholarship for the 2012-13 school year.
3. Tracy Unified School District/Tracy High School: From Sunil H. Patel, M.D. in the amount of \$1,000.00 (ck. #1751). This donation was made towards the Kirk Brown Scholarship for the 2012-13 school year.
4. Tracy Unified School District/Tracy High School: From Rajiv Punjya in the amount of \$1,500.00 (ck. #4080). This donation was made towards the Kalpana Kuber Memorial Scholarship for the 2012-13 school year.
5. Tracy Unified School District/Tracy High School: From Frank Villalovoz in the amount of \$500.00 (ck. #519). This donation was made towards the Louis J. Villalovoz Sr. Scholarship for the 2012-13 school year.

6. Tracy Unified School District/Tracy High School: From Linda Ormonde, President of the FFA Foundation, 30 Prentice Hall Conceptual Physics Text Books with Teachers Editions and software at a total value of \$3,088.98. This donation will benefit the Tracy High School Agriculture Department.
7. Tracy Unified School District/Tracy High School: From Rhodes-Stockton Bean Co-op in the amount of \$750.00 (ck. #10444). This donation was made towards the Douglas V. Hensley Scholarship for the 2012-13 school year.

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

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

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

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

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



BUSINESS SERVICES MEMORANDUM

TO: James Franco, Superintendent
FROM: C. Goodall, Associate Superintendent for Business Services
DATE: May 28, 2013
SUBJECT: Approve 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 Assembly, Service, Business and Food Vendors

PREPARED BY: Cindy Everhart, Facility Use Secretary

Board Approved	Vendor	Insurance Expires
↓ APPROVED LIST BELOW BY EXPIRATION DATE↓		
	Gallo Center for the Arts, Bullying Prevention Performance, "The Bully Buster Rides Again". Raul Garcia, 338-5020, rgarcia@galloarts.org, www.galloarts.org	4/9/2014
	Recruiting Realities - Athlete Recruitment for college (parents and coaches). Lucy Cohen - 800-242-0165, jackrenkens@earthlink.net, www.recruitingrealities.com	4/15/2014
	Antonio Sacre - Author & Storyteller, 888-654-6436, asacre@earthlink.net, www.antoniosacre.com	9/16/2013
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 UNDER FOOD VENDOR BELOW!		
↓ APPROVED LIST BELOW BY EXPIRATION DATE↓		
5/14/13	Supreme Soundz Mobile - Loucelito Racpan, (925) 698-1117, loucel@sbcglobal.net	5/31/2013
9/11/12	Camfel Productions- A Multi Media Production. Veronica Loya, 626-960-6922, veronica@camfel.com. www.camfel.com	6/1/2013
2/14/12	Sound Wave Mobile DJ - David Gomes-510-938-7903, info@soundwavemobiledj.com, www.soundwavemobiledj.com	6/1/2013
2/14/12	PIQE-Parent Institute for Quality Education - Teresa Guerrero, 238-9496/484-8404, tguerrero@piqe.org, www.piqe.org	6/10/2013
11/8/11	Sounds in Motion - DJ & Sound Services. George or Jason 522-5999, soundsinmotion@msn.com, www.soundsinmotiondj.com	6/15/2013

2012-2013

12/14/10	David Greenberg-Author-360-560-7766. fax # 503-842-1290. authilus@teleport.com. www.authorsillustrators.com/greenberg/greenberg.htm	6/18/2013
9/25/2012	SOS Entertainment - Sound, Lighting & Event Production Company. Derek Sage - 661-424-1767, info@sosentertainment.com, www.sosentertainment.com	6/25/2013
4/23/13	SJ Child Abuse Prevention Council, Lindy Turner-Hardin, 464-4524, lturner@nochildabuse.org, www.nochildabuse.org	7/1/2013
3/8/11	Dr. Andrew Troisen, DDS. 833-1240	7/1/2013
4/23/13	Jose Luis Orozco - Bilingual children's author, educator and recording artist. (310) 659-7400, info@jose Luisorozco.com, www.jose Luisorozco.com	7/30/2013
4/12/11	Marquis Entertainment - DJ (209) 951-1982, www.marquisentdjs.com, enmar3@yahoo.com	8/1/2013
2/14/12	CAM Counseling and More - Lettie Ordone. 640-4179, 832-1094, lordonecam@yahoo.com. Www.lordonecam.com	8/7/2013
11/13/07	Bureau of Lectures & Ancient Artifacts John Tacha or Terry Lyman 800.255.0084, (FIRE SHOW NOT ALLOWED) www.assemblyline.com/index.html bureau@assemblyline.com	8/20/2013
2/26/13	Media Fusion Studios, Video Production, Nick Xanttopulos, 957-4021, nick@mediafusionstudios.com, www.mediafusionstudios.com	8/22/2013
9/11/12	Audio Tech - DJ Services. David Mendez-609-6012, djdavies81@yahoo.com, Rod Riley-499-2517322-3047, rodriley21@yahoo.com	8/24/2013
8/14/12	Elite T-Shirt Printing - Dina 640-1918 or dina@elitetshirtprinting.com	8/24/2013

Approved Vendor List 2012-2013

4/23/13	Steve Southard-Motivational Speaker, leadership trainer, curriculum specialist. 533-4390, stevesouthard1@gmail.com, www.stevesouthard1.com	9/10/2013
10/25/11	Amos Productions-DJ Services. Nicole - 1800-693-5003 or 925-449-3847. nicole@amospro.com or info@amospro.com	9/20/2013
6/12/12	Feet First Eventertainment-DJ Service, Amy Wu 510-601-0600, info@feetfirstevents.com	10/12/2013
8/28/12	One Day At A Time, Inc. - Youth conflict management, Gang intervention and gang awareness. Johnny Rodrigues- 925-437-3574. www.odatec.org	10/30/2013
3/8/11	Peacemakers - Paul Hall -phall@tUSD.net or Kevin James - kev4jam@sbcglobal.net	11/1/2013
2/12/13	Dataworks-No Parent Left Behind Parent Program. Parents as teachers, motivations and academic performance, home environment and homework assistance. Maria Cuadra - 800-495-1550, maria@dataworks-ed.com or info@dataworks-ed.com	11/25/2013
10/9/07	Mad Science, Danielle Mae Lee, danielle@madsciencesacto.com, 916-736-2924, Elena Michel elena@madsciencesacto.com (Fire & Ice Show not allowed)	12/1/2013
1/25/11	Kaiser Permanente - 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".	1/1/2014
8/9/11	Graphic & Wear, Steve Lewis, gicts@sbcglobal.net, steve@gicgraphicwear.com, www:gicgraphicwear.com, 723-9817	1/9/2014
3/12/13	Entourage Events SF - DJ & lighting Services and Photo Booth, Derek Mizuno, 510-921-4373, booking@entourageeventssf.com. Find them on Yelp & Facebook	1/18/2014

2012-2013

5/8/12	International Printing Museum- Mark Barbour. 310-515-7166, mail@printmuseum.org, www.printmuseum.org	1/30/2014
8/25/09	Soul Shoppe - Vicki Abadesco, Phone: 510-338-3231, info@soulshoppe.com, support@soulshoppe.com. www.soulshoppe.com	2/1/2014
9/13/11	California Weekly Explorer, Inc. History Programs, Barry Hovis, 714-247-2250, barrycwe@aol.com, info@californiaweekly.com, www.californiaweekly.com	2/1/2014
2/26/13	Elite Entertainment Professional DJ Services, Photo Booth, Audio & Visual, Greg Wallace, 952-3548, elitedj@aol.com, www.elitedj4u.com	2/15/2014
4/12/11	LMG Attractions- DJ and Emcee, Business Audio Visual, Event Planning, Professional Sound and Audio. Dave Tillman 209-275-0226, www.lmgattractions.com	3/1/2014
4/23/13	Music Systems, Disc Jockey Services, Omar Rodriguez, 640-1442, omar@music-systems.com, www.music-systems.com	3/27/2014
5/14/13	Summit Solutions Consultation, Facilitator of E15 Motivational speaker, Chris Stevens, 607-9113, chris@summitsolutionsconsulting.com, www.summitsolutionsconsulting.com	4/23/2014
9/13/11	Youth for Christ - Point Break Adolescent Resources. Violence Prevention Services. Contact Joan Stone in Prevention Services 830-3218.	5/1/2014
4/23/13	Rick Sullivan, Lenard "The Kyd" Jackson teenage comedian. (510) 228-7038, ugotjokes@comcast.net, www.ugotjokes.net	5/1/2014
2/12/08	Ravioli the Clown - Denis Martinez - 835.3535, www.raviolitheclown.com	5/1/2014
2/12/08	Sparkles the Clown, Terry Donaldson - 835-8383, www.sparklesdelight.com	5/1/2014

Approved Vendor List
2012-2013

2/23/10	Boys Scouts - Civil War History presentation Preston Gilliam, 209-830-1870 or pgilliam@pacbell.net	NO Charge, Tier 1
5/26/09	Cowboys & Kids Reach Assembly, Penny Conway, www.reachkids.com, reachme@theriver.com	NO Charge, Tier 1
5/8/12	Dairy Council of CA Mobile Dairy Classroom, Leona Bettencourt, 916-263-3560 x413, lbettencourt@dairycouncilofca.org. Www.dairycouncilofca.org. Must follow Animal Policy Guidelines AR 6163.1	NO Charge, Tier 1
4/28/09	District 5 Dairy Princess, 639-1715	NO Charge, Tier 1
5/26/09	Get Real Behind The Wheel, Safe Driving Assembly targeted to 8th, 9th & 10th graders. Ken Ucci 209.601.6523 or Tom Simpson 612-4222. www.getrealbehindthewheel.org	NO Charge, Tier 1
2/10/09	JOE FOSS Institute, 480.348.0316, www.jfiweb.org	NO Charge, Tier 1
10/23/07	Lawrence Hall of Science, 510-642-1700, pfsreq@berkeley.edu, www.lawrencehallofscience.org	NO Charge, Tier 1
10/9/07	McDonalds Tammi Beck 916-962-1982	NO Charge, Tier 1
10/9/07	NASA Karin Costa 650-604-6077	NO Charge, Tier 1
10/9/07	Otto the Auto Wendy Sanchez 415-565-2676 wendy_sanchez@csaa.com	NO Charge, Tier 1
10/9/07	Sandia Labs Joel Lipkan - jlipkin@comcast.net	NO Charge, Tier 1
12/13/11	Stockton Ports Baseball By The Books - reading incentive program. Free of charge-chance to win free tickets. Margaret Sacchet-644-1900, msacchet@stocktonports.com, www.web.minorleaguebaseball.com/index.jsp?sid=t524	NO Charge, Tier 1

***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.

Please 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.

OUTDOORS ONLY - 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 accident spill occurs you are to provide an oil absorbent and clean properly.

↓ **APPROVED FOOD VENDORS** ↓

11/12/13	Menchie's Frozen Yogurt, Adele Boch, 612-5285, adelebloch@yahoo.com, www.menchies.com	6/6/13
5/14/13	Buffalo Wild Wings - Food/Catering. Allan Santa Catalina - 916-798-3407, 425@buffalowildwings.com, www.buffalowildwings.com	9/2/2013
10/23/12	Rainbow Italian Ice - Tonya or Jayson Griffith-510-491-5689, italianicegirl2012@yahoo.com or 510-591-6693. www.rainbowitalianice.com.	9/4/2013
5/8/12	Oh My Dawgs Inc., Food Catering. Uoxina Aguirre - 836-0093, uoxina@comcast.net. www.ohmydawgs.com	10/12/2013
12/11/12	Freebirds Burrito Restaurant - Ethel Birrell - 835-6000 or 559-392-3251. ebirrell@freebirds.com. Www.freebirds.com	11/21/2013
12/8/09	Texas Roadhouse- Tim Lund, 830-1133, store_tracy@texasroadhouse.com	12/1/2013
9/25/2012	Squeeze Inn Restaurant - Food catering. Dean Davis - 833-7992 or 331-3228. www.tracy.thesqueezeinn.com	1/12/2014

5/21/2013

Approved Vendor List
2012-2013

Prepared by: Cindy Everhart

2/26/13	Taqueria Maguey Restaurant- Mexican food catering. Contact Javier - 832-1059. 2242 Grantline Rd. Tracy	2/3/2014
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EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. James C. Franco, Superintendent
FROM: Dr. Sheila Harrison, Assistant Superintendent of Educational Service and Human Resources
DATE: May 17, 2013
SUBJECT: Approve Agreement for Special Contract Services with Hear Say Speech and Language Services, NPA for the 2013-2014 School Year

BACKGROUND: A student diagnosed with Autism with significant behaviors is scheduled to attend Applied Behavior Consultants School, a Non-Public School for the 2013-14 school year. The IEP team for the student determined the needs of the student could not be met in a public school placement at this time. One of the services the student needs is speech and language services. The ABC School contracts their Speech and Language Services, NPA with Ginna Brents, Hear Say Speech and Language Services. Approval of the contract is necessary at this time in order for the services to continue to be provided per the student's IEP for the upcoming school year.

RATIONALE: Districts must offer a continuum of services, including nonpublic schools, to students with exceptional needs. The student was placed in a structured setting with a behavioral component not available in the public setting because less restrictive placements have not been effective in meeting this student's needs. This request supports District Strategic Goal 2: Ensure that all students meet or exceed grade level standards and that the achievement gap between the identified student subgroups is closed; District Strategic Goal 3: Provide a safe and equitable learning environment for all students and staff; and District Strategic Goal 7: Develop and utilize partnerships to achieve District goals.

FUNDING: Contract expenses for this student for the 2013-2014 school year include 45 hours at \$76.50 per hour. Total expenses are not to exceed \$3,442.50. Non-public tuition expenses are budgeted in account number 01-6500-0-5750-1180-5800-800-2542.

RECOMMENDATION: Approve Agreement for Special Contract Services with Hear Say Speech and Language Services, NPA for the 2013-2014 School Year

Prepared by: Dr. Janet Skulina, Ed.D, Director of Special Education

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

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

1. Contractor shall perform the following duties: _____

Provide Speech and Language services according to the IEP (Individualized Education Plan) for TUSD students attending ABC School in Sacramento, CA.

2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of forty-five 45 () ☒ HOURS ☐ DAY(s), under the terms of this agreement at the following location ABC School

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

- a. District shall pay \$ 76.50 per ☒ HOUR ☐ DAY ☐ FLAT RATE, not to exceed a total of \$ 3,442.50. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
- b. District ☐ SHALL; ☒ SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the district rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ 0.00 for the term of this agreement.
- c. District shall make payment on a ☒ MONTHLY PROGRESS BASIS, ☐ SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.

4. The terms of the agreement shall commence on July 1st, 2013, and shall terminate on June 30th, 2014.

5. This agreement may be terminated at any time during the term by either party upon thirty (30) days written notice.

6. Contractor shall contact the District's designee, Dr. Janet Skulina at (209) 830-3270 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.

7. The parties intend that an independent contractor relationship be created by this contract and District assumes no responsibility for workers' compensation liability. District likewise assumes no responsibility for liability for loss, damage, or injury to person(s) or property resulting from, or caused by, the contractor's activities during or relating to the performance of service under this Agreement.

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.

8. 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.
9. 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.
10. District shall become the owner or, and entitled to, exclusive possession of all records, documents, graphs, photographic or other reproductions of any kind produced in the scope of services performed and no other uses thereof will be permitted except by permission of the District. Proprietary materials will be exempted from this clause.

AGREED:

Consultant Signature (1)

Social Security Number (2)

Title

Address

Tracy Unified School District

Date

Account Number to be Charged:

Department/Site Approval

Budget Approval

Date Approved by the Board

Send all copies to the Business Office:

- (1) Whenever organizational names are used, the authorized signature must include title, such as president.
- (2) Whenever organizational names are used, the employer IRS Identification Number must be used instead of a Social Security Number.



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Sheila Harrison, Assistant Superintendent for Educational Services and Human Resources
FROM: Linda Dopp, Director of Alternative Programs
DATE: May 16, 2013
SUBJECT: Approve Agreement for Special Contract Services and Memorandum of Understanding with International Center for Leadership in Education for the 2013-2014 School Year

BACKGROUND: Founded in 1991, the International Center for Leadership in Education has a wealth of experience in assisting schools and districts in implementing organizational changes that translate into world-class curriculum, instruction, and assessment systems. International Center consultants share their expertise in the management of change, achieving high standards, and curriculum development.

The International Center's work is based on the premise that students are living in a world that is changing dramatically and the education system needs to adapt to those changes in order to prepare students for the world in which they will live and work. The International Center has been instrumental in the development of a reservoir of resources and methodologies to support schools and districts in their efforts towards implementation of the Common Core State Standards (CCSS). In the past year, Tracy Unified School District has embraced the philosophy of the International Center for Leadership in Education. An awareness of the Rigor and Relevance Framework which they authored has become the foundation for teachers and administrators in the District to better understand the goals of the new CCSS.

RATIONALE: Throughout the 2012-2013 school year, a strategic plan for informing all stakeholders of the Tracy Unified School District (TUSD) on the intent and purpose of the new CCSS has unfolded. Many training sessions were provided to administrators, teacher leaders, teachers, parents and Board Members to support the educational changes that are evolving with this educational shift. Although much has been done, there is much more work to be done prior to the 2014-2015 full implementation year of CCSS and Smarter Balanced assessments. As a result, the Educational Services Directors request an opportunity to contract with the International Center for Leadership in Education to provide one day of training on June 14, 2013 to further develop the District Strategic Plan to guide all teachers and administrators in TUSD towards full implementation of the CCSS. This request supports District Strategic Goal #1: Prepare all students for college and careers; District Strategic Goal #2: Ensure that all students meet or exceed grade level standards and that the achievement gap between the identified student subgroups is closed; District Strategic Goal # 3: Provide a safe and equitable learning environment for all students and staff and District Strategic Goal #7: Develop and utilize partnerships to achieve District goals.

FUNDING: District Categorical funding, Title II - Teacher Quality, will cover these costs. The total amount paid to the International Center for Leadership in Education will not exceed \$6,000.

RECOMMENDATION: Approve Agreement for Special Contract Services and Memorandum of Understanding with the International Center for Leadership in Education for the 2013-2014 School Year

Prepared by: Linda Dopp, Director of Alternative Programs

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

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

1. Contractor shall perform the following duties:

Provide a one day training on June 14, 2013 to all Educational Services Directors on Common Core Leadership to support district wide implementation of the Common Core State Standards

2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 1 () 1 HOURS [✓] DAY(s), under the terms of this agreement at the following location Tracy Unified

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

- a. District shall pay \$ \$6000.00 per [] HOUR [] DAY [✓] FLAT RATE, not to exceed a total of \$ \$6000.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
- b. District [] SHALL; [✓] 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 rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ 0 for the term of this agreement.
- c. District shall make payment on a [] MONTHLY PROGRESS BASIS, [✓] SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.

4. The terms of the agreement shall commence on June 14, 2013, and shall terminate on June 14, 2013

5. This agreement may be terminated at any time during the term by either party upon 30 days written notice.

6. Contractor shall contact the District's designee, Linda Dopp at (209) 830-3200 ext 1050 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.

7. The parties intend that an independent contractor relationship be created by this contract and District assumes no responsibility for workers' compensation liability. District likewise assumes no responsibility for liability for loss, damage, or injury to person(s) or property resulting from, or caused by, the contractor's activities during or relating to the performance of service under this Agreement.

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.

8. 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.
9. 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.
10. District shall become the owner or, and entitled to, exclusive possession of all records, documents, graphs, photographic or other reproductions of any kind produced in the scope of services performed and no other uses thereof will be permitted except by permission of the District. Proprietary materials will be exempted from this clause.

AGREED:

Consultant Signature (1)

Social Security Number (2)

Title

Address

Tracy Unified School District

Date

Account Number to be Charged:

Department/Site Approval

Budget Approval

Date Approved by the Board

Send all copies to the Business Office:

- (1) Whenever organizational names are used, the authorized signature must include title, such as president.
- (2) Whenever organizational names are used, the employer IRS Identification Number must be used instead of a Social Security Number.



April 18, 2013

Dr. Sheila Harrison
Assistant Superintendent
Tracy Unified School District
1875 W. Lowell Avenue
Tracy, CA 95376

Dear Sheila:

This letter memorializes the agreement between the International Center for Leadership in Education, Inc. (ICLE) and Tracy Unified School District regarding consulting services ICLE agrees to provide in exchange for the fee described below.

Description of Services:	Full-Day Common Core Leadership Workshop June 14, 2013
Total Cost:	\$6,000 <i>inclusive of travel expenses</i>

Client agrees to pay the fee set forth above upon receipt of invoice following completion of work. A cancellation fee of \$1,500 will be charged if the presentation is cancelled less than sixty (60) days before the presentation date.

Please indicate Client's acceptance of this Agreement by signing in the space provided below and returning this to me. The delivery of the services is not confirmed until ICLE receives this Agreement signed by Client. ICLE looks forward to working with you.

Sincerely,

Todd Daggett
Senior Vice President

CLIENT: Tracy Unified School District

Agreed to and accepted this _____ day of _____, 2013

By: _____
(Signature)

Print Name: _____

Title: _____

Purchase Order # _____





TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: Dr. Sheila Harrison, Assistant Superintendent for Educational Services and Human Resources
DATE: May 20, 2013
SUBJECT: Approve Agreement for Special Contract Services with Nancy Fetzer's Literacy Connections and Tracy Unified School District (Art Freiler, George Kelly, and Louis Bohn Schools) for the 2013-2014 School Year

BACKGROUND: As the State of California moves to implement the Common Core State Standards, an increased emphasis on writing and reading comprehension skills and strategies will support student success across the curriculum. Wanda Hirsch Elementary School will partner with George Kelly School and Poet Christian School to provide Nancy Fetzer Literacy Connections training to all three site staffs during the 2013-2014 academic year.

RATIONALE: Nancy Fetzer has a proven record of providing reading and writing strategies to improve student achievement. During June 2012, staff members from Hirsch, Kelly and Poet schools attended Nancy Fetzer's summer writing institute, a one-day training focusing on writing strategies. These staff members provided introductory training to Nancy Fetzer's methodology during the 2012-2013 school year. Nancy Fetzer provided an initial 4 day staff development training for the teaching staffs from Hirsch and Kelly in November of 2012. The staff members of Wanda Hirsch, George Kelley and Poet Christian schools are requesting approval to contract with Nancy Fetzer for the 2013-2014 school year to allow continued staff development in reading and writing for (4) days throughout the year. This request supports District Strategic Goal #2: Ensure that all students meet or exceed grade level standards and that the achievement gap between identified student subgroups is closed and District Strategic Goal #7: Develop and utilize partnerships to achieve District goals.

FUNDING: Categorical funding, Title II, and Economic Impact Aid (EIA) funding will cover these costs. The total amount paid to Nancy Fetzer's Literacy Connections will not exceed \$7,000, which represents the costs incurred by Wanda Hirsch Elementary School (\$2,333.33), George Kelly School (\$2,333.33), and Poet Christian School (\$2,333.33).

RECOMMENDATION: Approve Agreement for Special Contract Services with Nancy Fetzer's Literacy Connections and Tracy Unified School District (Wanda Hirsch, George Kelly, and Poet Christian Schools) for the 2013-2014 School Year

Prepared by: Andrea Silva, Principal, Wanda Hirsch Elementary School

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Avenue, Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

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

1. Contractor shall perform the following duties: Provide ongoing Staff Development in Writing and Reading Strategies to improve instructional practices and thus increase student achievement, December 5 & 6, 2013 AND March 24 & 25, 2014.
2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 4 days HOURS/DAY (s)/FLAT RATE (circle one), under the terms of this agreement at the following location: Wanda Hirsch, George Kelly and Poet Christian Schools.
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
 - a. District shall pay \$7,000 per HOUR/DAY/FLAT RATE (circle one), not to exceed a total of \$ 7,000.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
 - b. District [☐] SHALL; [☒] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the district rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ 0 for the term of this agreement.
 - c. District shall make payment on a [☐] MONTHLY PROGRESS BASIS, [☒] SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.
4. The terms of the agreement shall commence on December 5, 2013 and shall terminate on March 25, 2014.
5. This agreement may be terminated at any time during the term by either party upon 30 days written notice.
6. Contractor shall contact the District's designee, Andrea Silva at (209) 830-3312 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.
7. The parties intend that an independent contractor relationship be created by this contract and District assumes no responsibility for workers' compensation liability. District likewise assumes no responsibility for liability for loss, damage, or injury to person(s) or property resulting from, or caused by, the contractor's activities during or relating to the performance of service under this Agreement.

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.
8. 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.
9. 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.
10. District shall become the owner or, and entitled to, exclusive possession of all records, documents, graphs, photographic or other reproductions of any kind produced in the scope of services performed and no other uses thereof will be permitted except by permission of the District. Proprietary materials will be exempted from this clause.

AGREED:

Consultant Signature (1)
Social Security Number (2)/Tax ID #
Date
Title
Address & Phone #

Tracy Unified School District
Date
Title
Account Number to be Charged
Department/Site Approval
Budget Approval
Date Approved by the Board

Send all copies to the Business Office:

- (1) Whenever organizational names are used, the authorized signature must include title, such as president.
- (2) Whenever organizational names are used, the employer IRS Identification Number must be used instead of a Social Security Number.

*Note: Costs are being split between three sites: Hirsch, Kelly, and Poet. The amount above represents total cost. Total cost for four days at all three sites is \$7,000.



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. James C. Franco, Superintendent
FROM: Dr. Sheila Harrison, Assistant Superintendent of Educational Services & Human Resources
DATE: May 15, 2013
SUBJECT: Approve Agreement for Special Contract Services with Project GLAD to Provide Teacher Training throughout the 2013-2014 School Year

BACKGROUND: Project GLAD is a model of professional development in the area of language acquisition and literacy. The strategies and model promote English language acquisition, academic achievement, and cross-cultural skills. Project GLAD was developed and field-tested for nine years and is based on years of experience with integrated approaches for teaching language. Tied to standards, the model trains teachers to provide access to core curriculum using local district guidelines and curriculum.

RATIONALE: During the 2012-2013 school year several pre-school, transitional kindergarten and kindergarten teachers at South/West Park Elementary School, Jacobson School and North School participated in a training and implementation pilot for Project GLAD. These teachers demonstrated the positive effect that utilizing GLAD strategies can have on even our youngest learners to support English language development. During the 2013-2014 school year, a new group of pre-school teachers, Transitional Kindergarten, Kindergarten and grades 1-3 will receive professional development in Project GLAD. This is an instructional model with clear, practical strategies promoting positive, effective interactions among students and between teachers and students. Project GLAD develops metacognitive use of high-level, academic language and literacy. During the trainings, teachers are provided with the instructional strategies, the theory and research that support the model and the curriculum model that brings these all together in the context of District and State frameworks and standards. The second part of the training is a demonstration session in the classroom where the model is conducted with students.

Project GLAD is a research-based approach which has been recommended by the California State Superintendent of Schools for teachers of English Learners. It is also highlighted as a California Department of Education "Best Practices" program for Title III Professional Development funding. This Program is specifically designed to help long-term English-Learners develop the skills needed to increase their English language acquisition processes, while focusing on grade-level standards. This Agenda Item meets District Strategic Goal # 1: Prepare all students for college and careers, and District Strategic Goal # 2: Ensure that all students meet or exceed grade level standards and that the achievement gap between the identified student subgroups is closed.

FUNDING: The cost for this training and support is not to exceed \$32,449.20, and will be paid from each participating school's categorical funds as indicated: North
Preschool= \$4,326.56 (First 5); North School= \$9,734.76 (Title 1); Bohn School=
\$3,244.92 (Title 1); Central School= \$3,244.92 (Title 1); Jacobson School = \$3,244.92
(Title 1); District TK teachers= 2163.28 (Title 1); South/West Park School= \$6489.84
(Title 1)

RECOMMENDATION: Approve Agreement for Special Contract Services with
Project GLAD to Provide Teacher Training throughout the 2012-2013 School Year

Prepared by: Linda Dopp, Director of Alternative Programs

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

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

1. Contractor shall perform the following duties:
Provide a two day training on July 25 and 26, 2013 on the theory and research basis of Project GLAD, provide 4 additional after school training sessions throughout the year on GLAD strategies to implement in the classroom and provide two 4 day training sessions where teachers will observe the trainers model all of the strategies with students.
2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 90 () ☒ HOURS ☐ DAY(s), under the terms of this agreement at the following location Tracy Unified
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
 - a. District shall pay \$32,449.20 per ☐ HOUR ☐ DAY ☒ FLAT RATE, not to exceed a total of \$32,449.2. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
 - b. District ☐ SHALL; ☒ SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the district rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$0 for the term of this agreement.
 - c. District shall make payment on a ☒ MONTHLY PROGRESS BASIS, ☐ SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.
4. The terms of the agreement shall commence on July 15, 2013, and shall terminate on May 30, 2014.
5. This agreement may be terminated at any time during the term by either party upon 30 days written notice.
6. Contractor shall contact the District's designee, Linda Dopp at (209) 930-3200 ext 1050 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.
7. The parties intend that an independent contractor relationship be created by this contract and District assumes no responsibility for workers' compensation liability. District likewise assumes no responsibility for liability for loss, damage, or injury to person(s) or property resulting from, or caused by, the contractor's activities during or relating to the performance of service under this Agreement.

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.

8. 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.
9. 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.
10. District shall become the owner or, and entitled to, exclusive possession of all records, documents, graphs, photographic or other reproductions of any kind produced in the scope of services performed and no other uses thereof will be permitted except by permission of the District. Proprietary materials will be exempted from this clause.

AGREED:

Consultant Signature (1)

Social Security Number (2)

Title

Address

Tracy Unified School District

Date

Account Number to be Charged:

Department/Site Approval

Budget Approval

Date Approved by the Board

Send all copies to the Business Office:

- (1) Whenever organizational names are used, the authorized signature must include title, such as president.
- (2) Whenever organizational names are used, the employer IRS Identification Number must be used instead of a Social Security Number.



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: Dr. Sheila Harrison, Assistant Superintendent for Educational Services and Human Resources
DATE: May 20, 2013
SUBJECT: Approve Agreement for Special Contract Services and Memorandum of Understanding with San Joaquin County Office of Education, Regional System of District and School Support (RSDSS) and Tracy Unified School District for the 2013-2014 School Year.

BACKGROUND: As a Title 1 school, Louis Bohn Elementary School is eligible to receive support services from the San Joaquin County Office of Education, Regional System of District and School Support (RSDSS). RSDSS staff members have been key presenters in management trainings related to the Common Core State Standards, and their services will be used to continue Common Core training with the teaching staff.

RATIONALE: Student acquisition of the rigorous concepts and relevant skills central to the Common Core State Standards requires instruction that is equally rigorous and relevant. RSDSS staff will present a one-day training on the Rigor and Relevance model to address the increased rigor and provide staff with strategies to increase rigor and relevance in the classroom, including an overview of the 4-Quadrants Rigor and Relevance Model, alignment of various instructional strategies with the 4-Quadrants, and an overview of Project-Based Learning. This training will be offered at the August 7, 2013 District Staff Development Buy-Back Day. Teachers of Art Freiler School staff will be invited to participate in this staff development training as well. This request supports District Strategic Goal #2: Ensure that all students meet or exceed grade level standards and that the achievement gap between identified student subgroups is closed and District Strategic Goal #7: Develop and utilize partnerships to achieve District goals.

FUNDING: Title 1 funding will cover these costs. The total amount paid to the County Office of Education (RSDSS) will not exceed \$500.00.

RECOMMENDATION: Approve Agreement for Special Contract Services and Memorandum of Understanding with San Joaquin County Office of Education, Regional System of District and School Support (RSDSS) and Tracy Unified School District for the 2013-2014 School Year.

Prepared by: Tammy Christensen, Principal, Louis Bohn Elementary School

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Avenue, Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and San Joaquin County Office of Education, Regional System of District and School Support (RSDSS), hereinafter referred to as "Contractor," is for consultant or special services to be performed by a non-employee of the District. District and Contractor, herein named, do mutually agree to the following terms and conditions:

1. Contractor shall perform the following duties: Provide one day of instructional training for school site staff on improving instructional rigor and relevance in relation to Common Core Standards.
2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 1 (one) () HOURS/DAY(s) (circle one), under the terms of this agreement at the following location: Tracy Unified School District.
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
 - a. District shall pay \$ 500.00 per HOUR/DAY/FLAT RATE (circle one), not to exceed a total of \$ 500.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
 - b. District [] SHALL; [X] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the district rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not 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 August 7, 2013, and shall terminate on August 8, 2013.
5. This agreement may be terminated at any time during the term by either party upon 30 day's written notice.
6. Contractor shall contact the District's designee, Tammy Christensen at (209) 830-3300 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.
7. The parties intend that an independent contractor relationship be created by this contract and District assumes no responsibility for workers' compensation liability. District likewise assumes no responsibility for liability for loss, damage, or injury to person(s) or property resulting from, or caused by, the contractor's activities during or relating to the performance of service under this Agreement.

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.

8. 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.
9. 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.
10. District shall become the owner or, and entitled to, exclusive possession of all records, documents, graphs, photographic or other reproductions of any kind produced in the scope of services performed and no other uses thereof will be permitted except by permission of the District. Proprietary materials will be exempted from this clause.

AGREED:

Consultant Signature (1)

Social Security Number (2)

Date

Title

Address

Tracy Unified School District

Date

Title

Account Number to be Charged

Department/Site Approval

Linda Boragno-Dopp, Director of Alternative Programs
Budget Approval

Date Approved by the Board

Send all copies to the Business Office:

- (1) Whenever organizational names are used, the authorized signature must include title, such as president.
- (2) Whenever organizational names are used, the employer IRS Identification Number must be used instead of a Social Security Number.

**Memorandum of Understanding
SAN JOAQUIN COUNTY OFFICE OF EDUCATION
Regional System of District and School Support
And
Bohn Elementary, Tracy Unified School District**

This Agreement by and between the San Joaquin County Office of Education/Regional System of District and School Support, hereinafter referred to as "SJCOE/ RSDSS," and Bohn Elementary, Tracy Unified School District, hereinafter referred to as "BE/TUSD," is for the purpose of serving as an ongoing technical assistance provider.

The two parties, SJCOE/RSDSS and BE/TUSD mutually agree to the following terms and conditions:

I. Scope of the Work

RSDSS will facilitate a one-day professional development training focused on Rigor and Relevance as it pertains to the implementation of the Common Core State Standards.

II. Terms of Agreement

The professional development training will be on August 7, 2013.

III. Compensation

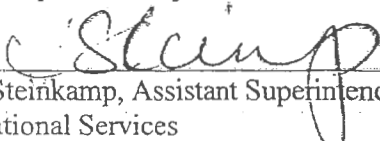
BE/TUSD will pay SJCOE/RSDSS **\$500** no later than August 7, 2013.

Event		Days/Sessions	Cost
One-day on-site professional development training	\$500	August 7, 2013	\$500
Total			\$500


IV. Termination of Agreement

This agreement can be terminated by either party with 30 days advanced written notice.


San Joaquin County Office of Education Tracy Unified School District


Jane Steinkamp, Assistant Superintendent,
Educational Services

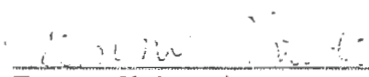
Date 4/25/13


Linda Dopp
Director, Alternative Programs

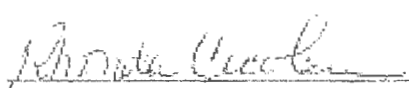
Date 5/6/13


Greg Clark, Director
Operations/Purchasing/Fac.

Date 5-7-13


Tammy Christensen
Principal, Bohn Elementary

Date 5/15/13


Rhonda Cicolani, RSDSS Director

Date 4/23/13

CERTIFICATION OF NON-EMPLOYMENT STATUS:

CONTRACTOR/CONSULTANT /DISTRICT certify that at all times
CONTRACTOR/CONSULTANT/DISTRICT is acting as an independent contractor and not an employee of
the San Joaquin County Office of Education. CONTRACTOR/CONSULTANT/DISTRICT agrees to
indemnify and hold harmless the County Superintendent, Board of Education, officers, agents and
employees of the SJCOE against any and all claims which may result from this agreement.
CONTRACTOR/CONSULTANT /DISTRICT agrees to make no claim against the COUNTY OFFICE for any
vacation, sick leave, retirement benefits, social security, medical benefits, workers' compensation benefits,
unemployment benefits or any other benefits usually provided to employees and expressly agrees
CONTRACTOR/CONSULTANT/DISTRICT is not entitled to any such
benefits.



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources
DATE: April 26, 2013
SUBJECT: **Approve the Request to the California Department of Education to Authorize Louis Bohn Elementary School as a Schoolwide Title 1 Program**

BACKGROUND: Schoolwide Programs (SWPs) are a cornerstone of the vision for school reform as defined in Title I of the Federal No Child Left Behind (NCLB) Act of 2001. Research shows that in order for the lowest achieving students in the highest poverty schools to meet high standards of performance, the school's entire instructional program, not just a separate Title I program, must be substantially improved. Since no separate student eligibility process is required for participation in a SWP, the advantage to a school becoming a SWP is that the SWP educational program serves ALL students. Fiscally, NCLB allows schools to consolidate or blend funds. SWP schools may then use their consolidated federal, state, and local funds to reform their entire educational program. Title I schools often choose to change their status from targeted assistance to SWP status in order to better meet the needs of all their students.

RATIONALE: During the 2012-2013 school year, Louis Bohn Elementary School was identified as the next school within Tracy Unified School District to qualify as a Title 1 School. This determination was made based upon the number of students at each site that qualify for free and reduced lunch. To be eligible to operate as a SWP school, schools must have a concentration of students living in poverty of at least 40 percent in the initial year of the SWPs. To become a SWP school, eligible Title I schools must submit a request for Authorization to be Schoolwide Program to the California Department of Education. Louis Bohn Elementary School has been eligible for the past four years. However, it was not until the 2012-2013 school year that notification of additional funding for the 2013-2014 school year was received by the District, thus allowing Luis Bohn Elementary School to be added to the list of schools to receive Title 1 funding. Currently, 50.1% of the students attending Louis Bohn Elementary School qualify for free and reduced lunch. This request supports District Strategic Goal #2: Ensure that all students meet or exceed grade level standards and that the achievement gap between identified student subgroups is closed and District Strategic Goal #7: Develop and utilize partnerships to achieve District goals.

FUNDING: There is no cost to the District.

RECOMMENDATION: Approve the Request to the California Department of Education to Authorize Louis Bohn Elementary School as a Schoolwide Title 1 Program.

Prepared by: Tammy Christensen, Principal, Louis Bohn Elementary School

**California Department of Education
Request for Authorization of a Schoolwide Program**

(Please print or type all information.)

County: San Joaquin School District: Tracy Unified School District
School: Louis Bohn Elementary School CDS Code (14 digits) 391754991110530
Street Address: 350 E. Mt. Diablo Ave.
City: Tracy Zip: CA
Principal: Tammy Christensen Telephone: 209-830-3300
FAX: 209-830-3301 E-mail: tchristensen@tusd.net
Consolidated Program Director: Linda Boragno-Dopp Telephone: 209-830-3239
FAX: 209-830-3210 E-Mail: ldopp@tusd.net

District Criteria to Rank Schools

Check one and include percentage.

☐ AFDC ___% ☒ Free/Reduced Lunch 50.1% ☐ Combination ___% ☐ Other ___%

Signatures

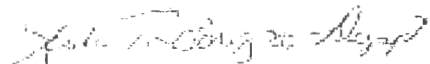
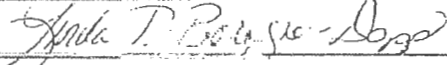
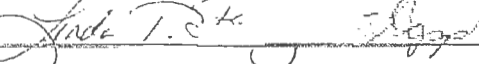
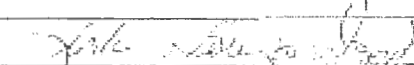
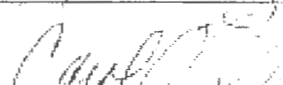
The undersigned certify that this schoolwide program plan incorporates the ten federally required components as listed on Attachment A of the California Department of Education schoolwide Web site located at: <http://www.cde.ca.gov/sp/sw/rt/>

Superintendent: [Signature] Date: 5/15/13
Principal: Tammy Christensen Date: 5/15/13
School Planning Team Representative: [Signature]
School Site Council Representative: Carman Serrato
Consolidated Program Director: Linda Boragno-Dopp
Date of Local Board Approval: May 28, 2013

**California Department of Education
Request for Authorization of a Schoolwide Program**

The undersigned certify that they have been involved in the schoolwide planning process as representatives for the programs included in this schoolwide program plan.

Check federal programs addressed in the schoolwide program plan.

Federal Programs	Representatives' Signature (Required)
<input checked="" type="checkbox"/> Title I, Part A—Improving Basic Programs Operated by Local Educational Agencies	
<input type="checkbox"/> Title I, Part B—Student Reading Skill Improvement Grants	
<input type="checkbox"/> Title I, Part C—Education of Migratory Children (Migrant Parent)	
<input type="checkbox"/> Title I, Part C—Education of Migratory Children (Director or Designee)	
<input type="checkbox"/> Title I, Part D—Prevention and Intervention Programs for Youth Who Are Neglected, Delinquent, or At Risk	
<input type="checkbox"/> Title I, Part F—Comprehensive School Reform	
<input checked="" type="checkbox"/> Title II, Part A—Improving Teacher Quality State Grants	
<input type="checkbox"/> Title II, Part D—Educational Technology State Grants	
<input checked="" type="checkbox"/> Title III, Part A—English Acquisition State Grants	
<input type="checkbox"/> Title IV, 21 st Century Schools	
<input checked="" type="checkbox"/> Title IV, Part A—Safe and Drug-Free Schools and Communities	
<input type="checkbox"/> Title V, Promoting Informed Parental Choice and Innovative Programs	
<input type="checkbox"/> Title V, Part D, Subpart 6—Gifted and Talented Students	
<input type="checkbox"/> Title VI, Flexibility and Accountability	
<input type="checkbox"/> Title VI, Part B, Subpart 2, Rural Education	
<input type="checkbox"/> Title VII, Indian, Native Hawaiian, and Alaska Native Education	
<input type="checkbox"/> Title VIII, Impact Aid Program	
<input type="checkbox"/> Title IX, General Provisions	
<input checked="" type="checkbox"/> Title X, Part C—Education of Homeless Children & Youths	
<input checked="" type="checkbox"/> Title X, Part D—Native American Education Improvement (Program Director/Coordinator or Indian Tribal Representative)	



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. James C. Franco, Superintendent
FROM: Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources
DATE: May 15, 2013
SUBJECT: Approve Agreement for Special Contract Services with San Joaquin County Office of Education (SJCOE) Math Department to Provide Professional Development on California's Common Core Standards (CCSS) for Mathematics

BACKGROUND: Villalovoz Elementary School is embarking on the implementation of the new California Common Core Standards (CCSS). During the 2013-2014 school year, three third grade teachers will be trained on the CCSS for Mathematics. The San Joaquin County Office of Education (SJCOE) Math Department will provide the training. The training will be in the form of 3 lesson study modules. The modules will involve all day sessions or lesson studies with the teachers creating and presenting math lessons that build upon the Common Core Standards. All training will take place at Villalovoz Elementary School. The San Joaquin County Office of Education Math Department will also be providing Professional Development 9 times throughout the school year during our Early Release Mondays.

RATIONALE: This agenda item supports District Strategic Goal #1: Prepare all students for college and careers. With the advent of the new Common Core Standards, the focus is on rigor and relevance. Whether students are going directly to college or into the work force, these new standards will better prepare them for both and that support has to come from their teachers. This agenda item also supports District Strategic Goal #2: Ensure that all students meet or exceed grade level standards and that the achievement gap between student subgroups is closed. In spring of 2015, California will see a new assessment system based on the new Common Core Standards. Students will be held accountable for those new standards. Therefore, we will train our fourth grade teachers so they have a better understanding of the Common Core Standards and the students will be ready for the first administration of the new standardized assessment program.

Finally, this agenda item supports District Strategic Goal #5: Develop and support a high performing work force. The Common Core Standards in Mathematics stipulate modest changes to the content taught at each grade level but they suggest significant changes in the mathematical practices that go on in each classroom. Teachers of mathematics deserve this opportunity for professional growth so that they can bring those mathematical practices into their classrooms and to train others to do the same.

FUNDING: Funding for this contract is to be paid from Title I funds and from Title II. This contract shall not exceed \$12,000.

RECOMMENDATION: Consent Agreement for Special Contract Services with San Joaquin County Office of Education (SJCOE) Math Department to Provide Professional Development on California's Common Core Standards (CCSS) for Mathematics

Prepared by: Lisa Beeso, Villalovoz Principal



San Joaquin County Office of Education
Mick Founts, Superintendent of Schools

MEMORANDUM OF UNDERSTANDING

This Agreement by and between San Joaquin County Office of Education Mathematics Department, and Villalovoz Elementary School to provide six days of professional development in Lesson Study in Mathematics for third Grade Teachers and Professional Development for the entire staff one time per month on Early Release Mondays. The two parties, SJCOE and Villalovoz School mutually agree to the following:

I. CONSULTANT AND/OR SERVICES DEFINED

This Agreement calls for SJCOE to provide professional development in Lesson Study for Third Grade Teachers and Mathematics Professional Development for the K-5 staff one time per month on Early Release Mondays to Villalovoz Elementary.

II. TERMS OF AGREEMENT

Services to be delivered to Villalovoz Elementary School by SJCOE for fiscal year 2013-2014. SJCOE shall begin services in August 2013.

III. COMPENSATION

For services provided by SJCOE Mathematics Department, Villalovoz Elementary School will pay Mathematics Department the sum not exceeding \$12,000 for Lesson Study for the six days for Third Grade teachers and Professional Department one day a month on Early Release Mondays (ERM).

Payment to Mathematics Department by Villalovoz Elementary School for this service will be made, upon completion of the services.

IV. CERTIFICATION OF NON-EMPLOYEE STATUS:

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

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

Lisa Beeso
Principal, Villalovoz Elementary School

DATE

Satinder Singh, Director of Mathematics
San Joaquin County Office of Education

DATE

Scott Anderson, Division Director, Operations

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

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

1. Contractor shall perform the following duties:

Provide 6 days of professional development in Lesson Study in Mathematics for third Grade Teachers and Professional Development for the entire staff one time per moth on Early Release Mondays

2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 6 () [] HOURS [☒] DAY(s) , under the terms of this agreement at the following location

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

- a. District shall pay \$ 12,000 per ☐ HOUR ☐ DAY ☒ FLAT RATE, not to exceed a total of \$ 12,000. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.

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

- c. District shall make payment on a ☐ MONTHLY PROGRESS BASIS, ☒ SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.

4. The terms of the agreement shall commence on August 2013, and shall terminate on May 2012 2014

5. This agreement may be terminated at any time during the term by either party upon 30 days written notice.

6. Contractor shall contact the District's designee, Lisa Boeso, principal at (209) 830-3331 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.

7. The parties intend that an independent contractor relationship be created by this contract and District assumes no responsibility for workers' compensation liability. District likewise assumes no responsibility for liability for loss, damage, or injury to person(s) or property resulting from, or caused by, the contractor's activities during or relating to the performance of service under this Agreement.

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.

8. 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.
9. 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.
10. District shall become the owner or, and entitled to, exclusive possession of all records, documents, graphs, photographic or other reproductions of any kind produced in the scope of services performed and no other uses thereof will be permitted except by permission of the District. Proprietary materials will be exempted from this clause.

AGREED:

Satender Singh
E. G. Adams

Consultant Signature (1)

Tracy Unified School District

Social Security Number (2)

Director of Athletics

Title

Address

Date

Title II and Title I

Account Number to be Charged:

Lisa Beeso

Department/Site Approval

Budget Approval

Date Approved by the Board

Send all copies to the Business Office:

- (1) Whenever organizational names are used, the authorized signature must include title, such as president.
- (2) Whenever organizational names are used, the employer IRS Identification Number must be used instead of a Social Security Number.



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources
DATE: May 16, 2013
SUBJECT: Approve all Out of State, Overnight, and Out of District Travel for Tracy High FFA Teachers and Students for the 2013-2014 School Year

BACKGROUND: Students and personnel of the Tracy High Agriculture Department and Future Farmers of America (FFA) travel yearly to numerous functions in order to receive training and in-service in the areas of Leadership and Education. Listed and attached on separate pages are the dates and functions recommended for approval.

RATIONALE: Learning for teachers and students goes beyond the classroom, and these types of activities motivate teachers and students to stay active in the learning process. They will be planning and making decisions for the coming school year. These activities align with District Strategic Goal #2: Ensure that all students meet or exceed grade level standards and that the achievement gap between the identified student subgroups is closed, District Strategic Goal #3: Provide a safe and equitable learning environment for all students and staff, and District Strategic Goal #6: Develop and support a high performing work force.

FUNDING: Funding for the activities are paid out of District funds, Carl Perkins/VEA, Agriculture Incentive Grant, FFA Student Body Account, FFA Foundation. Fundraisers will be available to help pay for students. Transportation is provided by District agriculture vehicles and District vehicles.

RECOMMENDATION: Approve all Out of State, Overnight, and Out of District Travel for Tracy High FFA Teachers and Students for the 2013-2014 School Year.

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

Tracy High School

Agriculture Department/FFA Travel Schedule

2013-2014

<u>Date</u>	<u>Function</u>	<u>Funding</u>
6/3-5/13 (Mon-Wed)	FFA Officer Retreat Chico, California (Out of District, Overnigher teachers & students)	FFA & FFA Foundation Students
6/7-16/13 (Fri-Sun)	San Joaquin County Fair Stockton, California (Out of District, teachers and students)	FFA Students
7/10-28/13 (Wed-Sun)	California State Fair Sacramento, California (Out of District, teachers and students)	FFA FFA Foundation Students
8/28/13 (Thur)	Delta Cal Meeting (Fall) Manteca H.S. Manteca, CA (Out of District, teachers and students)	FFA ROP/CTE
9/10/13 (Tue)	FFA Delta Cal Greenhand Conference Modesto, CA (Out of District, Teachers and students)	FFA Ag Incentive Grant
10/5-6/13 (Sat-Sun)	Central Region COLC Denair, CA (Out of District, Teachers and students)	FFA AG Incentive
10/10/13 (Thur)	Pumpkin Patch for Pre-Schoolers Ag Farm, Tracy High (Teachers and students)	FFA
10/23/13 (Wed)	AG-Venture Manteca, CA (Out of district, teachers and students)	FFA Ag Incentive

<u>Date</u>	<u>Function</u>	<u>Funding</u>
10/16-20/13 (Wed-Sun)	Grand Nationals San Francisco, CA (Out of district/overnight, teachers & students and parents)	FFA ROP
11/6/13 (Wed)	Project Competition (Various Locations – Students homes) (Teachers and Students)	Students FFA
11/7/13 (Thur)	Opening and Closing Speech Contest Murphys, CA (Out of District, Teachers and Students)	FFA ROP
11/21/13 (Thur)	Animal Buying for Fair Location – TBA (Out of District, teachers)	Students FFA
11/16/13 (Sat)	Tracy Lions Club Crab Feed Tracy, CA (Teachers and Students)	N/C
11/19/13 (Tue)	CATA Administrators Night Ripon, CA (Teachers and Admin.)	FFA Foundation
11/22-23/12 (Fri – Sat)	CATA Regional Meeting & Road Show Modesto, CA (Out of District/overnight, teachers)	Ag Incentive ROP/CTE
12/11/13 (Wed)	FFA Sectional Speech Contest BIG/Creed Linden, CA (Out of District, teachers and students)	FFA ROP
12/27-29/13 (Fri-Sun)	FFA Livestock workout Location – TBA (Out of district/overnight, teachers and students)	FFA
1/7/14 (Tue)	Metal Purchase/Pickup Modesto, CA (Out of District, teacher)	ROP

<u>Date</u>	<u>Function</u>	<u>Funding</u>
1/10-11/14 (Fri-Sat)	Made for Excellence Leadership Seminar Sacramento, Ca (Out of district, teachers and students)	FFA ROP/CTE
1/15/14 (Wed)	Delta-Cal Record Books Lodi, CA (Out of District, teachers)	FFA Ag Dist
1/29/14 (Wed)	FFA Sectional Public Speaking & Job Interview Contest Elk Grove, CA (Out of district, teachers and students)	FFA District
1/30/14 (Thur)	Field Trip – FFA/Ag TBA (Out of district, teachers and students)	Ag District ROP
2/1/14 (Sat)	FFA Crab Feed Tracy Community Center (Teachers, students and parents)	FFA Foundation FFA
2/11/14 (Wed)	WORLD Ag Expo Tulare, CA (Out of district, teachers and students)	FFA ROP/Ag Incentive
2/8/14 (Sat)	Tracy Lions Cioppino Feed Tracy Portuguese Hall (Teachers, students and parents)	N/C
2/4/14 (Tue)	FFA Central Region Prof. Review Ripon, CA (Out of district, teachers and students)	FFA
2/5/14 (Wed)	Animal Purchase for Fair Various Locations (Out of District, teachers and students)	FFA
2/2-3/13 (Fri-Sat)	Arbuckle Field Day Arbuckle, CA (Out of district, overnight, teachers and students)	FFA

<u>Date</u>	<u>Function</u>	<u>Funding</u>
2/12/14 (Wed)	FFA Speech Contest/Regional Semi-Finals Galt, Ca (Out of district, teachers and students)	FFA
2/22/14 (Sat)	FFA/CATA Central Region Meeting Delta College Stockton, CA (Out of district, teachers and students)	Ag Incentive
2/26-27/14 (Wed-Thur)	State FFA Proficiency Scoring Galt, CA (Out of District, teachers and students)	FFA ROP
2/22/14 (Sat)	Central Reg. FFA Species Finals Stockton, CA (Out of District, teachers and students)	FFA
3/27/14 (Thur)	FFA Sectional Parli-Pro Contest & Co-op Merced, CA (Out of district, teachers and students)	FFA
3/1/14 (Sat)	UC Davis Field Day Davis, CA (Out of district, teachers and students)	FFA Students
3/6/14 (Thur)	Field Trip (TBA) (Out of district, teachers, and students)	Ag Incentive ROP
3/4-7/14 (Tue-Fri)	FFA Leadership Exp. Conf Sacramento, CA (Out of district, teachers and students)	FFA Ag Incentive
3/3/14 (Mon)	FFA State Degree Ceremony Delta College Stockton, CA (Out of district, teachers and students)	FFA
3/8/14 (Sat)	Chico State Field Day Chico, CA (Out of district, teachers, and students)	FFA

<u>Date</u>	<u>Function</u>	<u>Funding</u>
3/15/14 (Sat)	Merced Field Day Merced, CA (Out of district, teachers and students)	FFA Students
3/15/14 (Sat)	Great Western judging contest Tulare, CA (Out of district, teachers and students)	FFA Students
3/22/14 (Sat)	Reedley Field Day Reedley, CA (Out of district, teachers, and students)	FFA
3/25/14 (Tue)	FFA Central Region State Degree Ceremony Merced, CA (Out of district, teachers and students)	FFA
3/22/14 (Sat)	Modesto JC Field Day Modesto, CA (Out of district, teachers and students)	FFA Students
4/10-11/14 (Thur-Fri)	FFA Central Region Parli-Pro Contest FINALS Fresno, CA or MJC, Modesto, CA (Out of district, teachers and students)	FFA
4/4/14 (Fri)	UC Davis Veterinary Medicine Ed. Day Davis, CA (Out of district, teachers and students)	FFA ROP
4/5/14 (Sat)	Plymouth Steer Show Plymouth, CA (Out of district, teachers and students)	FFA
4/12/14 (Sat)	Fresno Field Day Fresno, CA (Out of district, teachers and students)	FFA
4/12-15/14 (Thur –Tues)	FFA State Leadership Conference Fresno, CA (Out of district, overnight, teachers and students)	FFA Students Ag Incentive

<u>Date</u>	<u>Function</u>	<u>Funding</u>
5/8/14	FFA End of Year Banquet Tracy, CA (Students, teachers and parents)	FFA FFA Foundation
5/2-4/14 (Fri – Sun)	FFA State Finals San Luis Obispo, CA (Out of district, overnight, teachers and students)	FFA Students Ag. Inc.
5/7/14 (Wed)	Central Regional Meeting/FFA Officer Election Escalon, CA (Out of district, teachers and students)	FFA
5/13/14 (Tue)	FFA/American Farmer Contest/Regional Galt, CA (Out of district, teachers and students)	FFA Ag Incentive
6/5/14 (Thur)	FFA Point Awards Trip Great America or Marine World (Out of district, teachers and students)	FFA FFA Foundation
6/1-3/14	FFA Officer Leadership Retreat Chico, CA (Out of District, teachers and students)	FFA FFA Foundation
6/22-26/14 (Sun-Thurs)	Calif. Ag. Teachers State Conference San Luis Obispo, CA (Out of District, overnight, teachers only)	Ag Incentive District

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

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



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. James C. Franco, Superintendent
FROM: Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources
DATE: May 15, 2013
SUBJECT: **Approve Agreement for Special Contract Services with Valley Community Counseling for a Licensed Marriage and Family Therapist for the 2013-2014 School Year**

BACKGROUND: Under the provisions of AB114, school districts must now provide any mental health services necessary for students with disabilities to receive FAPE or benefit from the special education program. Valley Community Counseling will provide licensed marriage and family therapists to provide individual and group counseling, primarily at the high schools. Valley Community Counseling will also provide mental health services to parents as indicated through the IEP process and as necessary for special education students to receive a free and appropriate public education as required by AB114. Approval for this services agreement is necessary immediately so that services may continue per students' IEPs.

RATIONALE: School districts are now required to provide mental health support to children with an IEP. Tracy Unified School District (TUSD) is utilizing outside sources to provide training to current psychologists, as well as consultation for higher levels of need that TUSD must service under the new AB114 regulations. This request supports District Strategic Goal 2: Ensure that all students meet or exceed grade level standards and that the achievement gap between the identified student subgroups is closed; District Strategic Goal 3: Provide a safe and equitable learning environment for all students and staff; and District Strategic Goal 7: Develop and utilize partnerships to achieve District goals.

FUNDING: Expenses for this contract are billed at \$70.00 per hour. Total contract expenses will not exceed a total of \$26,880 from July 1, 2013 through June 30, 2014. Funding for Mental Health expenses are budgeted in account #01-6512-0-5750-1110-4300-810-2542.

RECOMMENDATION: Approve Agreement for Special Contract Services with Valley Community Counseling for and Licensed Marriage, Family Therapist for the 2013-2014 School Year

Prepared by: Dr. Janet Skulina, Director of Special Education

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

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

1. Contractor shall perform the following duties: Provision of licensed marriage family therapist(s) to provide mental health services to individual students, groups of students and or parent trainings / therapy as determined by the IEP; consultation to school psychologists regarding mental health needs of students; attendance at IEP meetings; development of mental health related IEP goals and objectives; mental health specific assessments as needed.
2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of **8 HOURS weekly from July 1, 2013 to June 30th, 2014** under the terms of this agreement at the following location: any and all school sites in TUSD.
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
 - a. District shall pay \$ \$70.00 per **HOURLY**, not to exceed a total of \$ 26,880 Contractor shall only be paid for work completed to the satisfaction of District through, the termination date of this agreement.
 - b. District [☐] **SHALL**; [☒] **SHALL NOT** reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the district rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ _____ for the term of this agreement.
 - c. District shall make payment on a [☒] **MONTHLY PROGRESS BASIS**, [☐] **SINGLE PAYMENT UPON COMPLETION OF THE DUTIES** and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.
4. The terms of the agreement shall commence on July 1, 2013, and shall terminate on June 30, 2014.
5. This agreement may be terminated at any time during the term by either party upon thirty (30) days written notice.
6. Contractor shall contact the District's designee, Dr. Janet Skulina (209) 830-3270 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.
7. The parties intend that an independent contractor relationship be created by this contract and District assumes no responsibility for workers' compensation liability. District likewise assumes no responsibility for liability for loss, damage, or injury to person(s) or property resulting from, or caused by, the contractor's activities during or relating to the performance of service under this Agreement.

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.

8. 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.
9. 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.
10. District shall become the owner or, and entitled to, exclusive possession of all records, documents, graphs, photographic or other reproductions of any kind produced in the scope of services performed and no other uses thereof will be permitted except by permission of the District. Proprietary materials will be exempted from this clause.

AGREED:

Consultant Signature (1)

Social Security Number (2)

Date

Title

Address

Signature, Tracy Unified School District

Date

Dr. Janet Skulina Director, Special Education
Title

01-6500-0-5750-1180-5800-800-2542
Account Number to be Charged

Budget Approval

Dr. Casey Goodall, Asst. Superintendent, Business Services
Title

Date Approved by the Board

Send all copies to the Business Office:

- (1) Whenever organizational names are used, the authorized signature must include title, such as president.
- (2) Whenever organizational names are used, the employer IRS Identification Number must be used instead of a Social Security Number.



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. James C. Franco, Superintendent
FROM: Dr. Sheila Harrison, Assistant Superintendent of Educational Services & Human Resources
DATE: May 15, 2013
SUBJECT: Approve Agreement for Special Contract Services with the San Joaquin County Office of Education to Provide Teacher Training and Support for the 2013 Summer English Learners Science Program, Brainiac Academy

BACKGROUND: The Brainiac Academy is a Summer Program for current 4th and 5th grade long-term English-Learner students from within the Tracy Unified School District. The focus of the Program is English Language acquisition skills and literacy. By engaging students in interesting and meaningful Science projects and experiments, and by utilizing the Scientific Method, the program promotes reading, writing and critical thinking skills. The San Joaquin County Office of Education's (SJCOE) Office of Science and Special Projects, in partnership with the Tracy Unified School District, will provide inter-disciplinary units on Egyptology and Biomes to the fifth grade students, and units on Chemical Reactions, Electric Circuits, Space Science and Microscopic Explorations to the fourth grade students. The SJCOE will also provide teacher training on these interdisciplinary units and the Scientific Method, as well as provide the materials required to teach them.

RATIONALE: This Program is specifically designed to help potential long-term English-Learners develop the skills needed to increase their English language acquisition processes, while focusing on grade-level standards. This four week program will better prepare students for the academic challenges of the coming school year, as well as develop skills required by the newly adopted Common Core State Standards. This Agenda item meets District Strategic Goal # 1: Prepare all students for college and careers, and District Strategic Goal # 2: Ensure that all students meet or exceed grade level standards and that the achievement gap between the identified student subgroups is closed.

FUNDING: The cost for this training and support is not to exceed \$3,500.00, and will be paid out of Title III (Limited English Proficiency) funds.

RECOMMENDATION: Approve Agreement for Special Contract Services with the San Joaquin County Office of Education to Provide Teacher Training and Support for the 2013 Summer English Learners Science Program, Brainiac Academy.

Prepared by: Linda Dopp, Director of Alternative Programs

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and San Joaquin County Office of Education, Science Department, 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:

Prepare 8 science/social studies kits, related consumable materials and provide a total of up to 10 hours of training to Science/social studies teachers for implementation during the Brainiac Academy summer session.

2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of ten () ☒ HOURS ☐ DAY(s), under the terms of this agreement at the following location South/ West Pa.

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

- a. District shall pay \$ \$3500. per ☐ HOUR ☐ DAY ☒ FLAT RATE, not to exceed a total of \$ 3500. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
- b. District ☐ SHALL; ☒ SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the district rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ 0 for the term of this agreement.
- c. District shall make payment on a ☐ MONTHLY PROGRESS BASIS, ☒ SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.

4. The terms of the agreement shall commence on May 28, 2013, and shall terminate on June 30, 2013.

5. This agreement may be terminated at any time during the term by either party upon 30 days written notice.

6. Contractor shall contact the District's designee, Linda Dopp at (209) 830-3200 ext. 1050 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.

7. The parties intend that an independent contractor relationship be created by this contract and District assumes no responsibility for workers' compensation liability. District likewise assumes no responsibility for liability for loss, damage, or injury to person(s) or property resulting from, or caused by, the contractor's activities during or relating to the performance of service under this Agreement.

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.

8. 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.
9. 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.
10. District shall become the owner or, and entitled to, exclusive possession of all records, documents, graphs, photographic or other reproductions of any kind produced in the scope of services performed and no other uses thereof will be permitted except by permission of the District. Proprietary materials will be exempted from this clause.

AGREED:

Consultant Signature (1)

Social Security Number (2)

Title

Address

Tracy Unified School District

Date

Account Number to be Charged:

Department/Site Approval

Budget Approval

Date Approved by the Board

Send all copies to the Business Office:

- (1) Whenever organizational names are used, the authorized signature must include title, such as president.
- (2) Whenever organizational names are used, the employer IRS Identification Number must be used instead of a Social Security Number.



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Sheila Harrison, Assistant Superintendent for Educational Services and Human Resources
FROM: Dr. Cheryl A. Domenichelli, Principal, Kimball High School
DATE: May 15, 2013
SUBJECT: **Approve Out of State Travel for Dr. Cheryl Domenichelli to Attend the Model Schools Conference on June 30-July 3, 2013 in Washington, DC.**

BACKGROUND: The Model Schools Conference is sponsored by the International Center for Leadership in Education, Inc. (ICLE) and will be held on June 30 – July 3, 2013 in Washington, DC. The ICLE believes all students benefit from academically rigorous and relevant curriculum and instruction built on positive relationships. This research-based philosophy has been embraced by thousands of schools across the country as the foundation of instructional improvement and increased student engagement and performance. Each year, the ICLE identifies the schools across the Nation and around the world that have made tremendous strides in student learning. For the betterment of all students, those schools are invited to share their successful strategies at the annual Model Schools Conference. Dr. Cheryl Domenichelli will attend the training.

RATIONALE: Attendees at this conference will hear inspiring stories from schools that have helped their students make dramatic learning improvements, acquire strategies to make sustainable impact in their own schools and classrooms, be equipped to create positive change in their own schools and to improve learning for all of their students. The conference will focus on using rigor and relevance as the first step toward improving student achievement - especially as standards become higher and assessments become more rigorous. Attendees will also gain practical approaches for success and learn why positive changes must take place now. This request supports District Strategic Goal #1: Prepare all students for college and careers; District Strategic Goal #2: Ensure that all students meet or exceed grade level standards and that the achievement gap is closed; and District Strategic Goal #6: Develop and support a high performing workforce.

FUNDING: Expenses for the conference registration and two nights of lodging will be paid by Kimball High School EIA funding. Expenses for travel and airfare, will be paid by Dr. Cheryl Domenichelli.

RECOMMENDATION: Approve Out of State Travel for Dr. Cheryl Domenichelli to Attend the Model Schools Conference on June 30-July 3, 2013 in Washington, DC.

Prepared by: Dr. Cheryl Domenichelli, Principal, John C. Kimball High School



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. James C. Franco, Superintendent
FROM: Dr. Sheila Harrison, Assistant Superintendent of Educational
Services and Human Resources
DATE: May 20, 2013
SUBJECT: **Approve Master Contract with Sierra School, NPS for the 2013-2014
School Year**

BACKGROUND: A student diagnosed with Autism with significant behaviors was placed at Sierra School, a Non-Public School for the 2013/14 school year. The IEP team for the student determined the needs of the student could not be met in a public school placement at this time. Approval of the Master Contract is necessary at this time.

RATIONALE: The student was placed in a structured setting with a behavioral component not available in the public setting. Districts must offer a continuum of services, including nonpublic schools, to students with exceptional needs. Less restrictive placements have not been effective in meeting the student's needs. This request supports District Strategic Goal 2: Ensure that all students meet or exceed grade level standards and that the achievement gap between the identified student subgroups is closed; District Strategic Goal 3: Provide a safe and equitable learning environment for all students and staff; and District Strategic Goal 7: Develop and utilize partnerships to achieve District goals.

FUNDING: Contract expenses for this student for the 2013-2014 school year include 200 days for basic and extended year education. Total expenses are not to exceed \$59,126.00. Non-public tuition expenses are budgeted in account number 01-6500-0-5750-1180-5800-800-2542.

RECOMMENDATION: Approve Master Contract and Individual Service Agreement with Sierra School, NPS for the 2013-2014 School Year

Prepared by: Dr. Janet Skulina, Ed.D., Director of Special Education



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. James C. Franco, Superintendent
FROM: Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources
DATE: May 20, 2013
SUBJECT: **Approve Master Contract with Tobinworld II, NPS for the 2013-2014 School Year**

BACKGROUND: Students diagnosed with Autism with significant behaviors were placed at Tobinworld II, a Non-Public School for the 2012-2013 and 2013-2014 school years. These students will continue at Tobinworld II for the 2013-2014 school year. Approval of the Master Contract is necessary at this time for Tobinworld II to continue to provide services to students throughout the 2013-2014 school year.

RATIONALE: The students are placed in a structured setting with a behavioral component not available in the public setting. Districts must offer a continuum of services, including nonpublic schools, to students with exceptional needs. Less restrictive placements have not been effective in meeting these students' needs. This request supports District Strategic Goal 2: Ensure that all students meet or exceed grade level standards and that the achievement gap between the identified student subgroups is closed; District Strategic Goal 3: Provide a safe and equitable learning environment for all students and staff; and District Strategic Goal 7: Develop and utilize partnerships to achieve District goals.

FUNDING: Contract expenses for students for the 2013-2014 school year include 210 days with per diem costs of \$148.00 for basic and extended year education, counseling costs at \$75.00 per hour, 1:1 Para educator costs at \$17.00 per hour and transportation costs at \$50.00 per day. Total expenses are not to exceed \$110,595.00. Non-public tuition expenses are budgeted in account number 01-6500-0-5750-1180-5800-800-2542.

RECOMMENDATION: Approve Master Contract with Tobinworld II, NPS for the 2013-2014 School Year

Prepared by: Dr. Janet Skulina, Ed.D., Director of Special Education



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. James C. Franco, Superintendent
FROM: Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources
DATE: May 17, 2013
SUBJECT: Approve Agreement for Special Contract Services with Allyson Moore, Behavior Consultant for Mental Health Evaluations for the 2013-2014 School Year

BACKGROUND: Under the provisions of AB114, school districts must now provide any mental health services necessary for students with disabilities to receive FAPE or benefit from the special education program. Ms. Moore has a lengthy history with Tracy Unified School District (TUSD). As a State Board Certified Behavior Analyst and a Licensed Marriage and Family Therapist, Ms. Moore presents unique skills to assist TUSD in developing programs to meet the mental health needs of our students, especially students of children with autism, as required by the new AB114.

RATIONALE: School districts are now required to provide mental health evaluations and concurrent behavior analysis to children with an IEP. TUSD is utilizing outside sources to provide training to current psychologists as well as consultation for higher levels of need that TUSD must service under the new AB114 regulations. This request supports District Strategic Goal #2: Ensure that all students meet or exceed grade level standards and that the achievement gap between the identified student subgroups is closed; District Strategic Goal #3: Provide a safe and equitable learning environment for all students and staff; and District Strategic Goal #7: Develop and utilize partnerships to achieve District goals.

FUNDING: Expenses for this contract are billed at \$125.00 per hour. Total contract expenses will not exceed a total of \$75,000.00 from July 1, 2013 through June 30, 2014. Funding for Mental Health expenses are budgeted in account #01-6512-0-5750-1110-4300-810-2542.

RECOMMENDATION: Approve Agreement for Special Contract Services with Allyson Moore, Behavior Consultant for Mental Health Evaluations for the 2013-2014 School Year

Prepared by: Dr. Janet Skulina, Director of Special Education

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

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

1. Contractor shall perform the following duties: Provide mental health evaluation as a licensed MFT and concurrent behavior analysis related to emotional needs for student and family.
2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of **50 HOURS per month**, under the terms of this agreement at the following location: any and all school sites in TUSD.
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
 - a. District shall pay \$ 125.00 per **HOURL**, not to exceed a total of \$75,000 .00. Contractor shall only be paid for work completed to the satisfaction of District through, the termination date of this agreement.
 - b. District [☐] **SHALL**; [X] **SHALL NOT** reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the district rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$_____ for the term of this agreement.
 - c. District shall make payment on a [☒] **MONTHLY PROGRESS BASIS**, [☐] **SINGLE PAYMENT UPON COMPLETION OF THE DUTIES** and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.
4. The terms of the agreement shall commence on July 1, 2013, and shall terminate on June 30, 2014.
5. This agreement may be terminated at any time during the term by either party upon thirty (30) days written notice.
6. Contractor shall contact the District's designee, Dr. Janet Skulina (209) 830-3270 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.
7. The parties intend that an independent contractor relationship be created by this contract and District assumes no responsibility for workers' compensation liability. District likewise assumes no responsibility for liability for loss, damage, or injury to person(s) or property resulting from, or caused by, the contractor's activities during or relating to the performance of service under this Agreement.

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, 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.

8. 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.
9. 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.
10. District shall become the owner or, and entitled to, exclusive possession of all records, documents, graphs, photographic or other reproductions of any kind produced in the scope of services performed and no other uses thereof will be permitted except by permission of the District. Proprietary materials will be exempted from this clause.

AGREED:

Consultant Signature (1)

Social Security Number (2)

Date

Title

Address

Signature, Tracy Unified School District

Date

Dr. Janet Skulina Director, Special Education
Title

01-6500-0-5750-1180-5800-800-2542
Account Number to be Charged

Budget Approval

Dr. Casey Goodall, Asst. Superintendent, Business Services
Title

Date Approved by the Board

Send all copies to the Business Office:

- (1) Whenever organizational names are used, the authorized signature must include title, such as president.
- (2) Whenever organizational names are used, the employer IRS Identification Number must be used instead of a Social Security Number.



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. James C. Franco, Superintendent
FROM: Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources
DATE: May 20, 2013
SUBJECT: **Approve Master Contract with Children's Home of Stockton, NPS, for 2013-2014 School Year**

BACKGROUND: The Board has approved a Master Contract with the Children's Home of Stockton for the last fifteen years. At present, there are 7 Tracy Unified School District students attending the Children's Home of Stockton. The number of students attending the Children's Home may vary at any given time. Approval is necessary so that services specified on the student's IEP can continue to be provided in a compliant manner.

RATIONALE: Districts must offer a continuum of services, including nonpublic schools, to students with exceptional needs. These children are being placed in a structured setting with a behavioral component not available in the public setting because less restrictive placements have not been effective in meeting their needs. This request supports District Strategic Goal 3: Provide a safe and equitable learning environment for all students and staff, and District Strategic Goal 7: Develop and utilize partnerships to achieve District goals.

FUNDING: Contract expenses for the 2013-2014 school year shall not exceed \$268,244.40. Non-public tuition expenses are budgeted in account number # 01-6500-0-5750-1180-5800-800-2542.

RECOMMENDATION: Approve Master Contract with Children's Home of Stockton, NPS, for 2013-2014 School Year

Prepared by: Janet Skulina, Ed.D., Director of Special Education



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources
DATE: May 17, 2013
SUBJECT: Approve Out of State Travel for Dr. Mark Miller to Attend the 2013 School Neuropsychology Institute in Dallas, Texas on July 10-12, 2013

BACKGROUND: Dr. Mark Miller has been a school psychologist for the Tracy Unified School District for over 16 years. The District has previously funded specific training for Dr. Miller in neuropsychology, a field important in accurately assessing students. Dr. Miller has previously attended 4 conferences in Texas to renew his certification as a school neuropsychologist. This agenda item needs to be approved for out of state travel and cost for the training on school neuropsychology.

RATIONALE: Districts must assess students in all areas of suspected disabilities. Training staff in best practices in assessing students and keeping staff knowledgeable of advances in the field of psychological assessment is imperative in maintaining high quality, legally defensible assessments. This request supports District Strategic Goal 4: Utilize technology as a tool for improvement in instruction, and to increase efficiency in operations across the District, and District Strategic Goal 6: Develop and support a high performing workforce.

FUNDING: Total Expenses not to exceed \$1,974. Expenses to be paid from the Special Education Mental Health funds account # 01-6512-0-5750-1110-5800-810-2542.

RECOMMENDATION: Approve Out of State Travel for Dr. Mark Miller to Attend the 2013 School Neuropsychology Institute in Dallas, Texas on July 10-12, 2013

Prepared by: Dr. Janet Skulina, Director of Special Education



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. James C. Franco, Superintendent
FROM: Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources
DATE: May 20, 2013
SUBJECT: **Approve Agreement for Special Contract Services with Occupational Therapy for Children, NPA for the 2013-2014 School Year**

BACKGROUND: A student diagnosed with Autism with significant behaviors is scheduled to attend Applied Behavior Consultants School, a Non-Public School for the 2013-2014 school year. The IEP team for the student determined the needs of the student could not be met in a public school placement at this time. One of the services the student needs is Occupational Therapy. ABC School contracts their Occupational Therapy, NPA services with Cecilia Martinez, Occupational Therapy for Children. Approval of the Master Contract is necessary at this time in order for the services to continue to be provided per the student's IEP for the upcoming school year.

RATIONALE: Districts must offer a continuum of services, including nonpublic schools, to students with exceptional needs. This student was placed in a structured setting with a behavioral component, not available in the public setting, because less restrictive placements have not been effective in meeting this student's needs. This request supports District Strategic Goal 2: Ensure that all students meet or exceed grade level standards and that the achievement gap between the identified student subgroups is closed; District Strategic Goal 3: Provide a safe and equitable learning environment for all students and staff; and District Strategic Goal 7: Develop and utilize partnerships to achieve District goals.

FUNDING: Contract expenses for this student, for the 2013-2014 school year include 23 hours at \$76.50 per hour. Total expenses are not to exceed \$1,759.50. Non-public tuition expenses are budgeted in account number 01-6500-0-5750-1180-5800-800-2542.

RECOMMENDATION: Approve Agreement for Special Contract Services with Occupational Therapy for Children, NPA for the 2013-2014 School Year

Prepared by: Dr. Janet Skulina, Ed.D., Director of Special Education

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

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

1. Contractor shall perform the following duties:

Provide occupational therapy services according to the IEP (Individualized Education Plan) for TUSD students attending ABC School in Sacramento, CA.

2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of twenty-three () ☒ HOURS ☐ DAY(s), under the terms of this agreement at the following location ABC School

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

- a. District shall pay \$76.50 per ☒ HOUR ☐ DAY ☐ FLAT RATE, not to exceed a total of \$1759.50. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
- b. District ☐ SHALL; ☒ SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the district rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$0.00 for the term of this agreement.
- c. District shall make payment on a ☒ MONTHLY PROGRESS BASIS, ☐ SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.

4. The terms of the agreement shall commence on July 1st, 2013, and shall terminate on June 30th, 2014.

5. This agreement may be terminated at any time during the term by either party upon thirty (30) days written notice.

6. Contractor shall contact the District's designee, Dr. Janet Skulina at (209) 830-3270 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.

7. The parties intend that an independent contractor relationship be created by this contract and District assumes no responsibility for workers' compensation liability. District likewise assumes no responsibility for liability for loss, damage, or injury to person(s) or property resulting from, or caused by, the contractor's activities during or relating to the performance of service under this Agreement.

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.

8. 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.
9. 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.
10. District shall become the owner or, and entitled to, exclusive possession of all records, documents, graphs, photographic or other reproductions of any kind produced in the scope of services performed and no other uses thereof will be permitted except by permission of the District. Proprietary materials will be exempted from this clause.

AGREED:

Consultant Signature (1)

Social Security Number (2)

Title

Address

Tracy Unified School District

Date

Account Number to be Charged:

Department/Site Approval

Budget Approval

Date Approved by the Board

Send all copies to the Business Office:

- (1) Whenever organizational names are used, the authorized signature must include title, such as president.
- (2) Whenever organizational names are used, the employer IRS Identification Number must be used instead of a Social Security Number.



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. James C. Franco, Superintendent
FROM: Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources
DATE: May 7, 2013
SUBJECT: Approve Master Contract with Applied Behavior Consultants, Inc., NPS, for the 2013-2014 School Year

BACKGROUND: A student diagnosed with Autism with significant behaviors is being placed at Applied Behavior Consultants School, a Non-Public School for the 2013-14 school year. The IEP team for the student determined the needs of the student could not be met in a public school placement at this time. Approval of the Master Contract is necessary at this time so that services specified on the IEP can be provided in a compliant manner.

RATIONALE: Districts must offer a continuum of services, including nonpublic schools, to students with exceptional needs. Less restrictive placements have not been effective in meeting the student's needs. The student was placed in this structured setting with a behavioral component not available in the public setting last year. This request supports District Strategic Goal 2: Ensure that all students meet or exceed grade level standards and that the achievement gap between the identified student subgroups is closed; District Strategic Goal 3: Provide a safe and equitable learning environment for all students and staff; and District Strategic Goal 7: Develop and utilize partnerships to achieve District goals.

FUNDING: Contract expenses for this student for the 2013-2014 school year include 180 days of a regular education program and 20 days of extended school year with per diem costs of \$175.83. Total expenses are not to exceed \$35,166.00. Non-public tuition expenses are budgeted in account number 01-6500-0-5750-1180-5800-800-2542.

RECOMMENDATION: Approve Master Contract with Applied Behavior Consultants, Inc., NPS, for the 2013-2014 School Year

Prepared by: Dr. Janet Skulina, Ed.D., Director of Special Education



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. James C. Franco, Superintendent
FROM: Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources
DATE: May 20, 2013
SUBJECT: Approve Master Contract with Central Valley Training Center, NPS, for School Year 2013-2014

BACKGROUND: At present, there are two Tracy Unified School District students attending Central Valley Training Center, NPS. The number of students attending Central Valley Training Center may vary at any given time. The IEP team for the students determined their needs could not be met in a public school placement at this time. Approval is necessary so that services specified on the IEP can be provided in a compliant manner.

RATIONALE: Districts must offer a continuum of services, including nonpublic schools, to students with exceptional needs. Less restrictive placements have not been effective in meeting the needs of these children. Based on the IEP, these students are being placed in a structured setting with a behavioral component not available in the public setting. This request supports District Strategic Goal 3: Provide a safe and equitable learning environment for all students and staff and District Strategic Goal 7: Develop and utilize partnerships to achieve District goals.

FUNDING: Contract expenses for two students for the 2013-2014 school year are not to exceed \$36,279.60. Non-public tuition expenses are budgeted in account number is # 01-6500-0-5750-1180-5800-800-2542.

RECOMMENDATION: Approve Master Contract with Central Valley Training Center, NPS, for School Year 2013-2014

Prepared by: Janet Skulina, Ed.D., Director of Special Education



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. James C. Franco, Superintendent
FROM: Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources
DATE: May 20, 2013
SUBJECT: Approve Master Contract with North Valley School, Inc. for the 2013-2014 School Year

BACKGROUND: Two students with significant aggressive and highly assaultive behaviors were placed at North Valley School, a Non-Public School, for the 2012-2013 school year. These students will continue at North Valley School for the 2013-2014 school year. Approval is necessary so that services specified on IEPs can be provided in a compliant manner.

RATIONALE: The students were placed in a structured setting with a behavioral component not available in the public setting. Districts must offer a continuum of services, including nonpublic schools, to students with exceptional needs. Less restrictive placements have not been effective in meeting their needs. This request supports District Strategic Goal 2: Ensure that all students meet or exceed grade level standards and that the achievement gap between the identified student subgroups is closed; District Strategic Goal 3: Provide a safe and equitable learning environment for all students and staff; and District Strategic Goal 7: Develop and utilize partnerships to achieve District goals.

FUNDING: Contract expenses for the 2013-2014 school year not to exceed \$62,699.10. Non-public tuition expenses are budgeted in account number # 01-6500-0-5750-1180-5800-800-2542.

RECOMMENDATION: Approve Master Contract with North Valley School, Inc. for the 2013-2014 School Year

Prepared by: Janet Skulina, Ed.D., Director of Special Education



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. James C. Franco, Superintendent
FROM: Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources
DATE: May 13th, 2013
SUBJECT: Approve Agreement for Special Contract Services with Therapeutic Pathways, Inc. for Consultation Services for the 2013-2014 School Year

BACKGROUND: Special Education students may require consultation services from an Autism Specialist as part of their Individual Education Plan (IEP). The Board has approved consultation services from Therapeutic Pathways, Inc. in previous school years. The IEP team has agreed that the same base level of services is necessary for the 2013-2014 school year. Approval is necessary, so that services continue next school year per the students' IEP.

RATIONALE: The District does not have an Autism Specialist employed; therefore, it is necessary to provide services through a contract arrangement. Therapeutic Pathways, Inc. is a non-public agency that serves many children throughout Central California. Nonpublic agency contracted services are part of the continuum of services districts must provide to students with exceptional needs. This request supports District Strategic Goal 2: Ensure that all students meet or exceed grade level standards and that the achievement gap between the identified student subgroups is closed; District Strategic Goal 3: Provide a safe and equitable learning environment for all students and staff; and District Strategic Goal 7: Develop and utilize partnerships to achieve District goals.

FUNDING: Total contract expenses are equally shared between the District and Valley Mountain Regional Center (VMRC). The District's 50% share of the total contracted expense will not exceed \$165,019.34 through June 30, 2014. Funding for Nonpublic School tuition is built into our 602 funding base for Special Education. Expenditures that exceed the base funding are reimbursed at 50% from San Joaquin SELPA funds. Nonpublic agency expenses are budgeted in account #01-6500-0-5750-1180-5800-800-2542.

RECOMMENDATION: Approve Agreement for Special Contract Services with Therapeutic Pathways, Inc. for Consultation Services for the 2013-2014 School Year

Prepared by: Dr. Janet Skulina, Director of Special Education

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

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

1. Contractor shall perform the following duties: Provide consultation for students diagnosed with autism. Consultation will include recommendations for placement, teaching strategies and social skills training, picture exchange, communication system training, behavior management communication strategies, assessments including behavioral and environmental, material preparation participations at IEP's and other meetings.
2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of up to 9 months per year, under the terms of this agreement at the following location any and all school sites in TUSD, and at sites operated by Therapeutic Pathways, Inc.
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
 - a. District shall pay according to service provided per **HOURLY**, not to exceed a total of \$165,019.34. 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 rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$_____ for the term of this agreement.
 - c. District shall make payment on a [☒] **MONTHLY PROGRESS BASIS**, [☐] **SINGLE PAYMENT UPON COMPLETION OF THE DUTIES** and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.
4. The terms of the agreement shall commence on July 1, 2013, and shall terminate on June 30, 2014.
5. This agreement may be terminated at any time during the term by either party upon thirty (30) days written notice.
6. Contractor shall contact the District's designee, Dr. Janet Skulina (209) 830-3270 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.
7. The parties intend that an independent contractor relationship be created by this contract and District assumes no responsibility for workers' compensation liability. District likewise assumes no responsibility for liability for loss, damage, or injury to person(s) or property resulting from, or caused by, the contractor's activities during or relating to the performance of service under this Agreement.

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.

8. 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.
9. 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.
10. District shall become the owner or, and entitled to, exclusive possession of all records, documents, graphs, photographic or other reproductions of any kind produced in the scope of services performed and no other uses thereof will be permitted except by permission of the District. Proprietary materials will be exempted from this clause.

AGREED:

Consultant Signature (1)

Dr. Janet Skulina, Ed.D

Social Security Number (2)

Date

Date

Director, Special Education
Title

Title

01-6500-0-5750-1180-5800-800-2542
Account Number to be Charged

Address

Dr. Janet Skulina
Department/Site Approval

Dr. Casey Goodall, Asst. Superintendent Business Services
Budget Approval

Date Approved by the Board

Send all copies to the Business Office:

- (1) Whenever organizational names are used, the authorized signature must include title, such as president.
- (2) Whenever organizational names are used, the employer IRS Identification Number must be used instead of a Social Security Number.



TRACY
UNIFIED SCHOOL DISTRICT

HUMAN RESOURCES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources
DATE: May 17, 2013
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>
Fowler, Porsha Food Service Worker	THS	05/16/13	Personal
Jessee, Bridget Steps Associate Instructor	Stein	05/03/13	Personal

BACKGROUND:

CLASSIFIED RETIREMENT

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>
Fell, Joan Career Ed Tech.	WHS	07/01/13

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

Prepared by: Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources



HUMAN RESOURCES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources
DATE: May 17, 2013
SUBJECT: Approve Classified, Certificated, and/or Management Employment

BACKGROUND:

Ochoa, Noelle

CERTIFICATED MANAGEMENT

School Psychologist (new budgeted)
District Education Center
LMP Range 8, Step B
\$69,125.40
Funding: Mental Health

BACKGROUND:

Faaborg, Charity

CLASSIFIED

Food Service Worker (Replacement)
Tracy High School
Range 22, Step A - \$11.95 per hour
3 hours per day
Funding: Child Nutrition – School Program

Maxwell, Jacqueline

Food Service Worker (Replacement)
Williams Middle School
Range 22, Step A - \$11.95 per hour
3.5 hours per day
Funding: Child Nutrition – School Program

BACKGROUND:

Johnson, Scott

COACHES

Head Sophomore Football Coach
Kimball High School
Stipend: \$4,868.03

Rivera, Sean

Assistant Sophomore Football Coach
Kimball High School
Stipend: \$3,896.19

RECOMMENDATION: Approve Classified, Certificated and/or Management Employment

Prepared by: Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources



BUSINESS SERVICES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: Dr. Casey Goodall, Associate Superintendent, Business Services
DATE: May 28, 2013
SUBJECT: Consider Claim No. 480489 TUSD

BACKGROUND: On May 9, 2013, a claim was received by the Tracy Unified School District in which the claimant stated that a loss occurred on November 13, 2012. The District's insurance providers reviewed the subsequent claim and determined:

- a. The information provided to date does not suggest that there is a liability on behalf of the School District.

The District's insurance providers recommend a rejection/denial of this claim by the Board of Trustees.

The amount of the claim is noted as exceeding \$25,000.00.

RATIONALE: District's insurance advisors, legal advisors, and District staff recommend rejection/denial of this claim. This is standard practice in order to protect the District from future litigation.

FUNDING: District insurance account covers costs up to the Board approved deductible amount.

RECOMMENDATIONS: Reject Claim No. 480489 TUSD

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



BUSINESS SERVICES MEMORANDUM

TO: Dr. James C. Franco, Superintendent
FROM: Dr. Casey Goodall, Associate Superintendent for Business
DATE: May 7, 2012
SUBJECT: Adopt Resolution No. 12-26 Authorizing Temporary Loans between Funds for the 13/14 School Year

BACKGROUND: As a result of the current state budget and apportionment deferrals, the potential for cash flow deficiencies may create the need for a fund to temporarily borrow cash from other funds. Education Code Section 42603 authorizes such a loan. This Code Section reads:

The governing board of any school district may direct that moneys held in any fund or account may be temporarily transferred to another fund or account of the district for payment of obligations. The transfer shall be accounted for as temporary borrowing between funds or accounts and shall not be available for appropriation or be considered income to the borrowing fund or account. Amounts transferred shall be repaid either in the same fiscal year or in the following fiscal year if the transfer takes place within the final 120 calendar days of a fiscal year. Borrowing shall occur only when the fund or account receiving the money will earn sufficient income, during the current fiscal year, to repay the amount transferred. No more than 75 percent of the maximum of moneys held in any fund or account during a current fiscal year may be transferred.

RATIONALE: In the district's current economic circumstance, it may be necessary from time to time to temporarily borrow moneys from other funds in order to satisfy current operating expenditures. Adoption of this resolution will provide administration with the authorization necessary to initiate a temporary loan between funds when necessary, thereby allowing administration to manage the district's cash in a fiscally prudent and responsible manner.

FUNDING: Funding requirements will vary with the amount borrowed and the prevailing interest rate.

RECOMMENDATION: Adopt Resolution No. 12-26 Authorizing Temporary Loans between Funds for the 13/14 School Year.

Prepared by: Reed Call, Director, Financial Services



**TRACY UNIFIED SCHOOL DISTRICT
RESOLUTION NO. 12-26**

**AUTHORIZING THE DISTRICT TO TEMPORARILY TRANSFER MONEYS
BETWEEN FUNDS AND ACCOUNTS AS ALLOWED UNDER EDUCATION
CODE SECTION 42603**

WHEREAS, Education code section 42603 authorizes the governing board of any school district to direct that moneys held in any fund or account may be temporarily transferred to another fund or account of the district for payment of obligations; and

WHEREAS, any transfer shall be accounted for as a temporary borrowing between funds or accounts and shall not be available for appropriation or be considered income to the borrowing fund or account; and

WHEREAS, amounts transferred shall be repaid either in the same fiscal year, or in the following fiscal year if the transfer takes place within the final 120 calendar days of a fiscal year; and

WHEREAS, borrowing shall occur only when the fund receiving the money will earn sufficient income, during the current fiscal year, to repay the amount transferred; and

NOW, THEREFORE, BE IT RESOLVED that the Governing Board of the Tracy Unified School District, in accordance with the provisions of Education Code section 42603 adopts the following authorization for the fiscal year 2013/14 to temporarily transfer funds between any and all funds provided that all transfers are approved by the Superintendent or his designee:

PASSED AND ADOPTED this 28th day of May 2013, by the Board of Trustees of the Tracy Unified School District by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

President,
Board of Trustees
Tracy Unified School District

Clerk
Board of Trustees
Tracy Unified School District



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. James C. Franco, Superintendent
FROM: Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources
DATE: May 15, 2013
SUBJECT: Acknowledge Revised Administrative Regulation 6163.4, Student Use of Technology (Second Reading)

BACKGROUND: Given the high cost of mobile computer devices and limited District and school budgets, the District does not have a 1:1 ratio of mobile computer devices for students or employees. By allowing students and employees to use Personal Learning Devices (PLDs), such as smart phones, in the classroom, teachers and students will be permitted to use their own devices to support the students' learning. Using personal learning devices will allow the technology to be integrated into the learning process.

RATIONALE: AR 6163.4 has been updated to reflect modifications that include student use of Personal Learning Devices in a learning environment. This supports District Strategic Goal #4: Utilize technology as a tool for improvement in instruction, and to increase efficiency in operations across the District.

FUNDING: N/A

RECOMMENDATION: Acknowledge Revised Administrative Regulation 6163.4, Student Use of Technology (Second Reading)

Prepared by: Cindy Minter, Director of Information Services and Educational Technology

STUDENT USE OF TECHNOLOGY

The Superintendent or designee shall oversee the maintenance of the districts technological resources and may establish guidelines and limits on their use. All instructional staff shall receive a copy of this administrative regulation, the accompanying Board policy, and the district's Acceptable Use Agreement describing expectations for appropriate use of the system and shall also be provided with information about the role of district Staff in supervising student use of technological resources. All students using these resources shall receive instruction in their proper and appropriate use.

District staff shall prescreen technological resources and online sites that will be used for instructional purposes to ensure that they are appropriate for the intended purpose and the age of the students.

Online/Internet Services: User Obligations and Responsibilities

Students are authorized to use district equipment to access the Internet or other online services in accordance with Board policy, the user obligations and responsibilities specified below, and the district's Acceptable Use Agreement.

1. The student in whose name an online services account is issued is responsible for its proper use at all times. Students shall keep personal account numbers and passwords private and shall only use the account to which they have been assigned.
2. Students shall use the district's system safely, responsibly, and primarily for educational purposes.
3. Students shall not access, post, submit, publish, or display harmful or inappropriate matter that is threatening, obscene, disruptive, or sexually explicit, or that could be construed as harassment or disparagement of others based on their race/ethnicity, national origin, sex, gender, sexual orientation, age, disability, religion, or political beliefs.

Harmful matter includes matter, taken as a whole, which to the average person, applying contemporary statewide standards, appeals to the prurient interest and is matter which depicts or describes, in a patently offensive way, sexual conduct and which lacks serious literary, artistic, political, or scientific value for minors. (Penal Code 313)

4. Unless otherwise instructed by school personnel, students shall not disclose, use, or disseminate personal identification information about themselves or others

STUDENT USE OF TECHNOLOGY

when using email, chat rooms, or other forms of direct electronic communication. Students also shall be cautioned not to disclose such information by other means to individuals contacted through the Internet without the permission of their parents/guardians.

Personal information includes the student's name, address, telephone number, Social Security number, or other personally identifiable information.

5. Students shall not use the system to encourage the use of drugs, alcohol, or tobacco, nor shall they promote unethical practices or any activity prohibited by law, Board policy, or administrative regulations.
6. Students shall not use the system to engage in commercial or other for-profit activities.
7. Students shall not use the system to threaten, intimidate, harass, or ridicule other students or staff.
8. Copyrighted material shall be posted online only in accordance with applicable copyright laws. Any materials utilized for research projects should be given proper credit as with any other printed source of information.
9. Students shall not intentionally upload, download, or create computer viruses and/or maliciously attempt to harm or destroy district equipment or materials or manipulate the data of any other user, including so-called "hacking."
10. Students shall not attempt to interfere with other users' ability to send or receive email, nor shall they attempt to read, delete, copy, modify, or use another individual's identity.
11. Students shall report any security problem or misuse of the services to a teacher or principal.

The district reserves the right to monitor use of the district's systems for improper use without advance notice or consent. Students shall be informed that computer files and electronic communications, including email, are not private and may be accessed by the district for the purpose of ensuring proper use.

Whenever a student is found to have violated Board policy, administrative regulation, or the district's Acceptable Use Agreement, the principal or designee may cancel or limit a

STUDENT USE OF TECHNOLOGY

student's user privileges or increase supervision of the student's use of the district's technological resources, as appropriate. Inappropriate use also may result in disciplinary action and/or legal action in accordance with law and Board policy.

Personal Learning Devices (PLD)

A personal learning device (PLD) is defined as a student owned wireless and/or portable piece of equipment that may include, but is not limited to: laptops, netbooks, E-Reader, tablets/slates, cell phones, smart phones, Internet and/or text ready devices, and any other Internet-enabled communication devices or other new technologies developed that are capable of connecting to the District's wireless network or other independent mobile network. Gaming devices are not PLDs and are not allowed on District and school property. Recharging devices is not the responsibility of the school, but rather the sole responsibility of the student. PLDs shall be charged prior to bringing the device to school. A PLD is an option that is available to any and all students and in which may be used in-addition to traditional means of delivering an education to students. Students shall not be required to bring a PLD to school for educational learning. Students shall not share usage of their PLD with other students. Enhanced access to digital educational resources by expanding the use of PLDs will always be subject to the supervision and authority of teachers and administration.

With a classroom teacher's expressed permission, students may use a PLD connected to the District's wireless guest network in class to access the Internet and District educational digital resources for the purposes of participating in educational or instructional activities. Students may use PLDs in the learning environment for such tasks as research, collaboration, document creation/editing, calculator, class notes, vocabulary development, conversion tables, maps, graphing exercises, project enhancement, planner/calendar, surveys and polling.

The District will provide filtered, authenticated, wireless access to the Internet and other District resources for students using PLDs. The District forbids student access to the Internet through an unfiltered, unapproved wired, wireless, or cellular connection on a PLD in any of the circumstances and in any of the environments listed as follows: during the school day; in/on district buildings, district property, district vehicles or contracted vehicles; during transport to/from school; while attending school sponsored activities during the school day; and/or during any/all school sponsored activities. The Childrens' Internet Protection Act requires active filtering of all network and Internet access for all public schools. Students shall not use an independent wireless mobile carrier's data connection to access the Internet or District's educational digital resources.

STUDENT USE OF TECHNOLOGY

Students shall connect only one PLD to the District's guest network at any one time. Use of 3G and 4G wireless Internet connections are expressly forbidden while at school. Games, music or other entertainment on a PLD is prohibited in the classroom. All audio shall be muted and headphones are prohibited during instructional time unless such activity is explicitly approved by the classroom teacher. Students shall not print from PLDs. Students shall not configure PLDs in a way that depicts inappropriate material or language (i.e. screensavers, backgrounds, icons, etc.). Students shall not display inappropriate material or language on a PLD's device, case, cover, etc. All PLDs shall be turned off and out of sight in classrooms, libraries, assemblies, and all other learning environments except with a classroom teacher's expressed permission. The student must comply with a teacher's or administrator's requests to shut down the device or close the screen. Students shall not call, send or receive text messages, or electronically communicate with others from their PLD, including other students, parents, guardians, friends, and family during educational or instructional time unless directed by a teacher or administrator during a school emergency. PLDs shall not be permitted when there is a substitute teaching the class.

Students will not use PLDs in any way that may cause Administration or teachers to question whether the student may be cheating on tests or academic work or violating copyright policy. Use of PLDs is prohibited during all state, federal, District, classroom or any other administered test.

District and school administration shall be authorized to determine other, non-instructional locations for use of PLDs, and may authorize or prohibit PLD usage for health, safety or emergency reasons.

Students using PLDs while at school, during school or district-sponsored activities are subject to the rules and regulations outlined in this policy and Acceptable Use Agreement, and are accountable for their use. Students are expected to follow the rules set forth in District Board policies, District administrative regulations, California Education Code and their school's student handbook as well as State and Federal law in their use of PLDs and the District's technology resources.

The school reserves the right to inspect a student's PLD if there is reason to believe that the student has violated Board policies and administrative regulations, California Education Code, school rules or has engaged in other misconduct while using their PLD. Students using a PLD must have a TUSD Acceptable Use

STUDENT USE OF TECHNOLOGY

Agreement (AUA) signed and on file electronically. Violations of this policy by a student will result in disciplinary action and may result in confiscation of the PLD.

The District will not be liable for the loss, damage, theft, or misuse of any PLD brought to school by a student in any of the circumstances or in any of the environments mentioned in this policy. The District does not insure personal property. The District will bear no responsibility or provide technical support, troubleshooting, or repair of PLDs owned by anyone other than the District. Costs for the use of data and applications on the aforementioned PLDs will be the sole responsibility of the student. Students may bring PLDs to school at their own risk, just like any other personal items.

The District holds high expectations for student behavior, academic integrity, and the responsible and appropriate use of technology devices such as cellular phones, digital picture/video cameras and/or phones and other PLDs capable of capturing and/or transmitting data or images. Students who possess and/or use such devices during the school day; in/on district buildings, district property, district vehicles or contracted vehicles; during transport to/from school; while attending school sponsored activities during the school day; and/or during any/all school sponsored activities generally, will demonstrate the greatest respect for the educational environment and the rights and privacy of all individuals within the school community.

Camera use and video recording are strictly prohibited at school except with a classroom teacher's expressed permission for educational purposes. Students will not photograph, videotape, or record other individuals at school, on school district property, on school buses, or at school-sponsored activities without their knowledge and consent, except for activities considered to be in the public arena such as sporting events or public performances. Use of PLDs are prohibited in the nurses' office, guidance office, school office, restrooms, locker rooms and other areas where privacy is expected, unless school personnel in charge specifically permit use of the PLDs, in which case, the device may be used **ONLY** to the extent and in the manner that permission was expressly granted.

The student may not use the devices to record, transmit or post photos or video of a person or persons on District and school property. Images or video must not be recorded at school or be transmitted or posted at any time without the express permission of a teacher.

STUDENT USE OF TECHNOLOGY

Audio recording will be consistent with state/federal laws. The unauthorized student recording of oral communications of any individual(s) possessing an expectation that such communications will not be recorded is prohibited and may be punishable under federal and state laws.

Technology Acceptable Use Agreement

The following pages include the Acceptable Use Agreement.

Board Adopted: 06/29/2012

Revised: 05/15/2013

TRACY UNIFIED SCHOOL DISTRICT ACCEPTABLE USE AGREEMENT (AUA)
NETWORK AND COMPUTER RELATED RESOURCES
(Based on BP/AR 4040 and BP/AR 6163.4)

In exchange for the use of the Tracy Unified School District (TUSD) computer systems and data communication networks, either locally attached or through remote connection on or near school property, in school vehicles and buses, and at school-sponsored activities, the following agreement will apply. **Please read this document carefully.** It is a legally binding agreement when signed. The guardian/parent must sign when the user is under 18 years of age.

The use of the TUSD network/computer system is a privilege for which users accept responsibility. Each user must act in an appropriate manner consistent with TUSD Board of Education policies, California Education Code, and other local, state and federal laws and regulations governing the applicable matter. It is intended to provide Internet and technological resources to:

- Support learning
- Promote educational excellence and innovation
- Improve administrative efficiency
- Increase opportunities for communication and communicate with others in furtherance of the user's education
- Conduct research and provide additional resources for general information
- Result in more timely and accurate information
- Increase opportunities for professional/personal growth
- Enhance parent involvement

The TUSD network/computer system is shared and available to all registered users. The system may not be used in a way as to disrupt or interfere with its use by others. Inappropriate use of the system includes, but is not limited to:

- Virtual and physical damage, vandalism or theft of equipment as well as theft, piracy or altering of software.
- Theft of services, including connection of unauthorized network/computer equipment to the system.
- Installation of non-approved software/programs, or the download and installation of software/programs on District computers or network communication systems.
- Use of the system to communicate unlawful information or to transmit computer viruses.
- Accessing or communicating information which is pornographic, obscene, sexist, racist or abusive.
- Access or communication of "Harmful matter" as defined by California Penal Code 313.
- Violation of copyright law and Plagiarism of ideas or information.
- Use of the system for anonymous access or communication of information.
- Use of the system for commercial purposes or for political campaigning.
- Other conduct deemed objectionable by the Tracy Unified School District.
- Any violations of the classroom rules, school conduct code, educational code, or penal code.

TRACY UNIFIED SCHOOL DISTRICT ACCEPTABLE USE AGREEMENT (AUA)
NETWORK AND COMPUTER RELATED RESOURCES
(Based on BP/AR 4040 and BP/AR 6163.4)

Students, parents/guardians, and District Staff shall recognize that the nature of the use of District technological resources extends outside of the school itself and into off-campus remote locations such as homes. The District's jurisdiction to enforce student behavior and discipline policies, and rules shall apply whether the misuse or violation is at school or away from school as long as the District's technological resources are being used in the inappropriate behavior.

The District will log the use of all systems and monitor all system utilization. Any and all information on the TUSD networks, with the exception of student and personnel records is **not** deemed private. Digital storage is TUSD property. All District computers will comply with A.R.S. 34-501 (enacted, 1999) (access to materials harmful to minors) and all District employees are required to comply with the Family Education and Privacy Rights Act of 1974 (disclosure of personally identifiable information). Student names will be included as part of their network user/email accounts. The Superintendent or designee will determine what is appropriate use of technology resources and their decision is final. The TUSD reserves the rights to any materials stored in files, and will remove any material which the Superintendent or designee may believe to be unlawful, obscene, pornographic, abusive, or otherwise objectionable. The system may not be used to obtain, view, download, or otherwise gain or provide access to such materials. The Superintendent or designee will refer for disciplinary action anyone who does not comply with the provisions of this agreement. Cancellation of user privileges will be at the discretion of the staff after application of due process.

The Tracy Unified School District will not be held responsible for any damages suffered by the user, including those arising from non-deliveries, mis-deliveries, service interruptions, unauthorized use, loss of data and exposure to potentially harmful or inappropriate material sustained or incurred in connection with the use, operation, or inability to use the system. The TUSD specifically denies any responsibility for the accuracy or quality of information obtained electronically. Use of any information obtained electronically is at the risk of the user. The District assumes no liability for personal technology, including computers, smart phones, network access devices, or other electronic signaling devices, if such devices are damaged, lost or stolen. The user, or user's parent/guardian, shall indemnify and hold TUSD harmless from any losses sustained as the result of use or misuse of the District's technological resources by the user, and/or the loss or damage of personal technology.

One of the services available through the TUSD network/computer system is the Internet. The Internet, a community of network systems, is not governed by any entity. The District does not have control over the kind or quality of the information that is accessible to Internet users. It is not feasible to limit access to all materials or all emails that a parent/guardian might consider inappropriate; therefore, inappropriate use is the responsibility of the user.

**TRACY UNIFIED SCHOOL DISTRICT ACCEPTABLE USE AGREEMENT (AUA)
NETWORK AND COMPUTER RELATED RESOURCES**

(Based on BP/AR 4040 and BP/AR 6163.4)

Not all access to the Internet can be supervised. Users agree not to send, access, submit, publish, display or print over the Internet or TUSD network, or using TUSD technology resources, any defamatory, inaccurate, abusive, obscene, profane, sexually oriented, threatening, offensive or illegal material. Cyberbullying is specifically prohibited. It shall be the user's responsibility to report the inappropriate use, web site, or communications to teachers or other District Staff.

The use of TUSD network/computer system requires that all users abide by the following rules:

- Be polite, do not send or respond to abusive, harassing, or suggestive messages to anyone. Report such messages.
- Respect (do not access, delete, move, or alter) anyone else's files and/or data.
- Use appropriate language. Do not swear, use vulgarities, or express yourself in any other inappropriate language.
- Communication advocating, encouraging or supporting illegal activities is strictly forbidden.
- Copyright, trademark and/or registered laws must be adhered to at all times. All materials from the Internet and other digital resources, including graphics, must be properly cited.
- Respect the privacy of all users. Do not reveal the personal address or phone numbers of yourself or anyone else.
- District e-mail accounts are not private. TUSD e-mail is operated for and by the District.
- Respect the originator of email and do not forward e-mail messages or information without permission.
- Individuals will ONLY use authorized accounts they have been personally issued.
- All users must keep their account passwords confidential.
- Do not send "junk", "mass", or "spam" email.
- Do not use a modem connected to a TUSD computer or network.
- Access to the Internet or other District network communication systems from personal technology is limited to wireless access points on the school campuses. Access to the Internet or other District network communication systems from personal technology is not available via hardwire connections.

The Tracy Unified School District computer system is intended for the exclusive use of its registered users who are responsible for their password and their accounts. Any problems which arise from the use of the account are the responsibility of the account holder. Any misuse of the account or system will result in disciplinary action and/or the suspension or cancellation of privileges. Use of the account by someone other than the registered user will be grounds for cancellation and/or may result in disciplinary action.

**TRACY UNIFIED SCHOOL DISTRICT ACCEPTABLE USE AGREEMENT (AUA)
NETWORK AND COMPUTER RELATED RESOURCES**

(Based on BP/AR 4040 and BP/AR 6163.4)

The following two sections are for students and their parents and REQUIRE SIGNATURES.**STUDENT AGREEMENT**

I have read the Tracy Unified School District "NETWORK AND COMPUTER RELATED RESOURCES (06/2012)" Acceptable Use Agreement and understand its provisions. I accept responsibility for the appropriate use of the TUSD computer system as outlined in this agreement and that violations will result in disciplinary and if appropriate criminal action. I understand that misuse of the system will result in disciplinary action and/or the cancellation of privileges. I agree to report any misuse to a teacher or District administrator.

Student (PRINT NAME)

Student ID #

School Site

Signature

Date

PARENT/GUARDIAN AGREEMENT

I have read the Tracy Unified School District "NETWORK AND COMPUTER RELATED RESOURCES (06/2012)" Acceptable Use Agreement and understand the responsibility my child has for the use of the TUSD computer system and that violations will result in disciplinary and if appropriate criminal action. I accept full responsibility for my child's use. I also agree to report any misuse of the system to a teacher or District administrator.

Parent/Guardian (PRINT NAME)

Signature

Date

===== The section below is for TUSD employees and REQUIRES a SIGNATURE =====

TUSD TEACHER/STAFF MEMBER AGREEMENT

I have read the Tracy Unified School District "NETWORK AND COMPUTER RELATED RESOURCES (06/2012)" Acceptable Use Agreement and agree to instruct the users for whom I have responsibility in the acceptable use of the TUSD computer system and that violations will result in disciplinary and if appropriate criminal action. I cannot be held responsible for student access to technology resources for their individual work or in the context of another class. I agree to report any misuse of the system to a District administrator.

I understand and accept responsibility for supporting the provisions of this agreement with all users and for personally abiding by the rules of this agreement in my own use of the TUSD network and computer system.

Teacher/Staff Member
(PRINT NAME)School Site or
Department

Staff ID #

Job/Title

Signature

Date

**TRACY UNIFIED SCHOOL DISTRICT ACUERDO DE USO ACEPTABLE (AUA)
RECURSOS RELACIONADOS CON LA RED Y SISTEMAS COMPUTARIZADOS**
(Basado en BP/AR 4040 y BP/AR 6163.4)

A cambio del uso de la red de comunicación de datos y las sistemas computarizados del Distrito Escolar Unificado de Tracy (TUSD), ya sea localmente conectado o por conexión remota en o cerca de la propiedad de la escuela, en autobuses y vehículos de la escuela y en actividades patrocinadas por la escuela, el siguiente acuerdo deberá aplicarse. **Les suplicamos leer este documento cuidadosamente.** Una vez firmado se convierte en un acuerdo legal obligatorio. Asimismo, el padre/tutor deberá firmar cuando el usuario es menor de 18 años de edad.

El uso del sistema de la red/sistema computarizado de TUSD es un privilegio por el cual los usuarios aceptan la responsabilidad. Cada usuario debe actuar de manera adecuada y coherente con las políticas de la Mesa Directiva del Distrito, el código de educación de California y otras leyes locales, estatales y federales y reglamentos que rigen la materia aplicable. La intención es de proporcionar Internet y recursos tecnológicos para:

- Apoyar el aprendizaje
- Promover la innovación y la excelencia educativa
- Mejorar la eficacia administrativa
- Aumentar las oportunidades para la comunicación y comunicarse con otras personas en el fomento de la educación del usuario
- Realizar investigaciones y proporcionar recursos adicionales para obtener información general
- Resultar en más información oportuna y exacta
- Aumentar las oportunidades de desarrollo profesional y personal
- Aumentar la participación de los padres

El uso del sistema de la red/sistema de computación de TUSD deberá compartirse y estar disponible para todos los usuarios registrados. El sistema de computación no deberá usarse en tal manera que interrumpa o interfiera con el uso los demás. El uso inadecuado del sistema incluye, pero no se limita a:

- Daño físico y virtual, vandalismo o robo del equipo, así como robo, piratería o alteración de software.
- Robo de los servicios, incluyendo la conexión de una red/ equipo de computación no autorizado al sistema.
- Instalación de software/programas no autorizada, o la descarga e instalación de programas en equipo o sistemas de comunicación de red del distrito.
- Uso del sistema para comunicar información ilegal o para transmitir virus de computación.
- Acceso a información que es pornográfico, obsceno, sexista, racista o abusivo.
- Acceso o información de "Materia Perjudicial" según se define en el Código Penal 313 de California.
- Violación de la ley de los derechos de autor y Plagio de ideas o información.
- Uso del sistema para acceso anónimo o comunicación de información.
- Uso del sistema para propósitos comerciales o para campañas políticas.
- Otra conducta que del Distrito Escolar Unificado de Tracy juzgue censurable.
- Cualquier violación de las reglas del salón de clase, código de conducta escolar, código de educación o código penal.

**TRACY UNIFIED SCHOOL DISTRICT ACUERDO DE USO ACEPTABLE (AUA)
RECURSOS RELACIONADOS CON LA RED Y SISTEMAS COMPUTARIZADOS**
(Basado en BP/AR 4040 y BP/AR 6163.4)

Estudiantes, padres o tutores y personal de Distrito reconocerá que la naturaleza del uso de recursos tecnológicos de distrito se extiende fuera de la propia escuela y en ubicaciones remotas fuera del campus, como casas. Jurisdicción del distrito para aplicar el comportamiento del estudiante y las normas y políticas de disciplina se aplicará sino el abuso o la violación es en la escuela o fuera de la escuela si recursos tecnológicos del distrito se utilizan en el comportamiento inadecuado.

El Distrito mantiene un registro del uso de todos los sistemas y controla todo uso del sistema. Cualquier y toda la información de la red informática de TUSD, con excepción de los expedientes de los alumnos y el personal **no** se consideran privada. Almacenamiento de información digital es propiedad TUSD. Todos las computadoras de distrito cumplirán con A.R.S. 34-501 (legislada, 1999) (acceso a materiales perjudiciales para menores) y todos los empleados del Distrito deben cumplir con la Ley de los Derechos de Educación y Privacidad de la Familia de 1974 (revelar información que identifique personalmente). Los nombres de los alumnos se incluirán como parte de la cuenta de su red/cuenta de usuario de correo electrónico. El superintendente o designado determinará lo que es apropiado para el uso de los medios de tecnología y su decisión es final. El TUSD se reserva los derechos de cualquiera material almacenado en los expedientes y removerá cualquier material el cual crea que es ilegal, obsceno, pornográfico, abusivo o de otra manera censurable. El sistema no deberá usarse para obtener, ver, descargar, o de otra manera obtener o proporcionar acceso a tales materiales. El superintendente o designado referirá para acción disciplinaria a cualquier individuo que cumple no acate las provisiones de este acuerdo. La cancelación del uso de los privilegios será a la discreción del personal después de aplicar el proceso legal debido.

El Distrito Escolar Unificado de Tracy no se hará responsable por cualquier daño sufrido por el usuario, incluyendo lo que resulta de no entrega, 'mis-deliveries', o interrupciones de servicio, uso no autorizado, pérdida de datos y la exposición a materiales potencialmente dañino o inadecuado, experimentado o incurrido en conexión con el uso, operación o incapacidad del uso del sistema. El Distrito Escolar Unificado de Tracy no se hace responsable por la exactitud o calidad de información obtenida electrónicamente. El uso de cualquier información obtenida electrónicamente es al riesgo del usuario. El distrito no asume ninguna responsabilidad para tecnología personal, incluyendo computadoras, teléfonos inteligentes, dispositivos de acceso de red o otros dispositivos de señalización electrónicas, si dichos dispositivos están dañados, perdidos o robados. El usuario o padre/tutor del usuario, deberá indemnizar y eximir inofensivo TUSD de las pérdidas sufridas como consecuencia del uso o mal uso de los recursos tecnológicos del distrito por el usuario, o la pérdida o daño de tecnología personal.

Uno de los servicios disponibles a través del sistema de computación del Distrito Escolar Unificado de Tracy es el Internet. El Internet es una sistema de red de comunicaciones, que no lo gobierna ninguna entidad. El Distrito no tiene control sobre la clase o calidad de información que es accesible a los usuarios de Internet. No es factible limitar el acceso de materiales o todos los correos electrónicos que un padre/tutor pueda considerar inadecuado, por lo tanto, el uso inapropiado es responsabilidad del usuario.

**TRACY UNIFIED SCHOOL DISTRICT ACUERDO DE USO ACEPTABLE (AUA)
RECURSOS RELACIONADOS CON LA RED Y SISTEMAS COMPUTARIZADOS**
(Basado en BP/AR 4040 y BP/AR 6163.4)

No todo el acceso a Internet puede ser supervisado. Los usuarios se comprometen a no enviar, acceder, presentar, publicar, mostrar o imprimir en la red Internet o TUSD, o usando de recursos de tecnología de TUSD, cualquier materia difamatorio, inexacto, abusivo, obsceno, profano, sexualmente orientado, amenazante, ofensivo o ilegal. Ciberacoso está específicamente prohibida. Será responsabilidad del usuario informar el uso, sitio web o las comunicaciones inadecuados a los profesores y demás personal del distrito.

El uso del sistema de la red/computación de TUSD requiere que todos los usuarios respeten las siguientes reglas:

- Ser cortés. No mandar o responder a mensajes abusivos, de acoso o sugestivos a nadie. Reportar tales mensajes.
- Respetar (no tener acceso, borrar, mover o alterar) los expedientes o información de otros.
- Usar lenguaje apropiado. No maldecir, usar vulgaridades o expresarse con cualquier tipo de lenguaje inadecuado.
- La comunicación defendiendo, estimulando o apoyando las actividades ilegales está estrictamente prohibido.
- Copyright, marca registrada o leyes registradas deben respetarse en todo momento. Todos los materiales de la Internet y otros recursos digitales, incluyendo gráficos, deben citarse correctamente.
- Respetar la privacidad de todos los usuarios. No revelar tu dirección o teléfono personal o la de nadie más.
- El correo electrónico de distrito no es privado. El correo electrónico de TUSD es operado por y para el Distrito.
- Respetar el originario del correo electrónico y no reenviar mensajes de correo electrónico o información sin permiso.
- Los individuos usarán ÚNICAMENTE las cuentas autorizadas que se les haya dado para uso personal.
- Todos los usuarios deben mantener sus contraseñas de cuenta confidenciales.
- No mandar correo "basura (junk)", "mass" o "spam".
- No usar un módem conectado a una red o computadora de TUSD.
- Acceso a Internet o a otros sistemas de comunicación de red de distrito desde tecnología personal está limitada a puntos de acceso inalámbrico en los campus de la escuela. Acceso a Internet o a otros sistemas de comunicación de red del Distrito de tecnología personal no está disponible a través de conexiones "hardwire".

El sistema de computación del Distrito Escolar Unificado de Tracy es para el uso exclusivo de los usuarios registrados los cuales son responsables por su contraseña y sus cuentas. Cualquier problema con el uso de la cuenta es la responsabilidad del usuario de la cuenta. Cualquier uso inadecuado de la cuenta o sistema resultará en acción disciplinaria y/o la suspensión o cancelación de privilegios. El uso de la cuenta por alguien que no sea el usuario registrado dará motivos de cancelación y/o resultará en una acción disciplinaria.

**TRACY UNIFIED SCHOOL DISTRICT ACUERDO DE USO ACEPTABLE (AUA)
RECURSOS RELACIONADOS CON LA RED Y SISTEMAS COMPUTARIZADOS**
(Basado en BP/AR 4040 y BP/AR 6163.4)

Las dos secciones siguientes son para los estudiantes y sus padres y requieren firmas.

ACUERDO DEL ESTUDIANTE

He leído el Acuerdo de Uso Aceptable del Distrito Escolar Unificado de Tracy "**RECURSOS RELACIONADOS CON LA RED Y SISTEMAS COMPUTARIZADOS**" (06/2012) y entiendo sus provisiones. Acepto la responsabilidad para el uso apropiado del sistema de computación de TUSD como está delineado en el presente acuerdo y que las violaciones resultarán en acción disciplinaria y si es apropiado, acción criminal. Entiendo que uso inadecuado del sistema resultará en una acción disciplinaria y la cancelación de privilegios. Estoy de acuerdo en reportar cualquier uso del sistema inadecuado a un administrador.

Alumno (LETRA DE MOLDE)	Alumno de Identificación	Escuela	Firma	Fecha

PADRE/TUTOR ACUERDO

He leído el Acuerdo de Uso Aceptable del Distrito Escolar Unificado de Tracy "**RECURSOS RELACIONADOS CON LA RED Y SISTEMAS COMPUTARIZADOS**" (06/2012) y entiendo la responsabilidad que mi hijo(a) tiene para el uso del sistema computarizado de TUSD y que violaciones resultarán en acción disciplinaria y si es apropiado, acción criminal. Acepto la responsabilidad total por el uso del sistema por mi hijo. Asimismo estoy de acuerdo en reportar cualquier uso inadecuado del sistema al administrador.

Padre/Tutor (LETRA DE MOLDE)	Firma	Fecha

===== La sección a continuación es para empleados TUSD y requiere una firma =====

ACUERDO DE MIEMBRO DEL PERSONAL DOCENTE DE TUSD

He leído el Acuerdo de Uso Aceptable del Distrito Escolar Unificado de Tracy "**RECURSOS RELACIONADOS CON LA RED Y SISTEMAS COMPUTARIZADOS**" (06/2012) y estoy de acuerdo en enseñar a los usuarios por los cuales soy responsable sobre el uso aceptable del sistema computarizado del TUSD y en que las violaciones resultarán en acción disciplinaria y si es apropiado, acción criminal. No puedo ser responsable por el acceso del alumno a los medios de tecnología del trabajo individual o en el contexto de otra clase. Estoy de acuerdo en reportar el uso inadecuado del sistema a un administrador.

Entiendo y acepto la responsabilidad de apoyar las provisiones de este acuerdo con todos los usuarios y de cumplir personalmente con las reglas de este acuerdo para mi uso personal del sistema de computación del TUSD.

Maestro/Personal (LETRA DE MOLDE)	Escuela / Departamento	Personal de Identificación	Posición/Título	Firma	Fecha



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. James C. Franco, Superintendent
FROM: Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources
DATE: May 17, 2013
SUBJECT: Acknowledge Revised Administrative Regulation 4040, Employee Use of Technology (Second Reading)

BACKGROUND: Given the high cost of mobile computer devices and limited District and school budgets, the District does not have a 1:1 ratio of mobile computer devices for students or employees. By allowing students and employees to use Personal Learning Devices (PLDs), such as smart phones, in the classroom, teachers and students will be permitted to use their own devices to support the students' learning. Using Personal Learning Devices will allow the technology to be integrated into the learning process.

RATIONALE: Administrative Regulation (AR) 4040 has been updated to reflect modifications that include employee use of Personal Learning Devices in a learning environment. This supports District Strategic Goal #4: Utilize technology as a tool for improvement in instruction, and to increase efficiency in operations across the District.

FUNDING: N/A

RECOMMENDATION: Acknowledge Revised Administrative Regulation 4040, Employee Use of Technology (Second Reading)

Prepared by: Cindy Minter, Director of Information Services and Educational Technology

EMPLOYEE USE OF TECHNOLOGY

The Superintendent or designee shall oversee the maintenance of the districts technological resources and may establish guidelines and limits on their use. All employees shall receive a copy of this administrative regulation, the accompanying Board policy, and the district's Acceptable Use Agreement describing expectations for appropriate use of the system and shall also be provided with information about the role of district Staff in supervising student use of technological resources. All students using these resources shall receive instruction in their proper and appropriate use.

Employees shall prescreen technological resources and online sites that will be used for instructional purposes to ensure that they are appropriate for the intended purpose and the age of the students.

Online/Internet Services: User Obligations and Responsibilities

Employees are authorized to use district equipment to access the Internet or other online services in accordance with Board policy, the user obligations and responsibilities specified below, and the district's Acceptable Use Agreement.

1. The employee in whose name an online services account is issued is responsible for its proper use at all times. Employees shall keep personal account numbers and passwords private and shall only use the account to which they have been assigned.
2. Employees shall use the district's system safely, responsibly, and primarily for educational purposes.
3. Employees shall not access, post, submit, publish, or display harmful or inappropriate matter that is threatening, obscene, disruptive, or sexually explicit, or that could be construed as harassment or disparagement of others based on their race/ethnicity, national origin, sex, gender, sexual orientation, age, disability, religion, or political beliefs.

Harmful matter includes matter, taken as a whole, which to the average person, applying contemporary statewide standards, appeals to the prurient interest and is matter which depicts or describes, in a patently offensive way, sexual conduct and which lacks serious literary, artistic, political, or scientific value for minors. (Penal Code 313)

4. Unless otherwise instructed by school personnel, employees shall not disclose, use, or disseminate personal identification information about themselves or others when using email, chat rooms, or other forms of direct electronic communication.

EMPLOYEE USE OF TECHNOLOGY

Employees also shall be cautioned not to disclose such information by other means to individuals contacted through the Internet.

Personal information includes the employee's name, address, telephone number, Social Security number, or other personally identifiable information.

5. Employees shall not use the system to encourage the use of drugs, alcohol, or tobacco, nor shall they promote unethical practices or any activity prohibited by law, Board policy, or administrative regulations.
6. Employees shall not use the system to engage in commercial or other for-profit activities.
7. Employees shall not use the system to threaten, intimidate, harass, or ridicule other students or staff.
8. Copyrighted material shall be posted online only in accordance with applicable copyright laws. Any materials utilized for research projects or district operations should be given proper credit as with any other printed source of information.
9. Employees shall not intentionally upload, download, or create computer viruses and/or maliciously attempt to harm or destroy district equipment or materials or manipulate the data of any other user, including so-called "hacking."
10. Employees shall not attempt to interfere with other users' ability to send or receive email, nor shall they attempt to read, delete, copy, modify, or use another individual's identity.
11. Employees shall report any security problem or misuse of the services to a principal, department head, Superintendent or Superintendent's designee.

Employees shall be responsible for the appropriate use of technological resources and shall use the district's electronic resources only for purposes related to his/her employment. Such use is a privilege which may be revoked at any time.

The district reserves the right to monitor use of the district's systems for improper use without advance notice or consent. Employees shall be informed that computer files and electronic communications, including email, are not private and may be accessed by the district for the purpose of ensuring proper use.

EMPLOYEE USE OF TECHNOLOGY

Whenever an employee is found to have violated Board policy, administrative regulation, or the district's Acceptable Use Agreement, the Superintendent or designee may cancel or limit an employee's user privileges. Inappropriate use also may result in disciplinary action and/or legal action in accordance with law and Board policy.

Personal Learning Devices (PLD)

A personal learning device (PLD) is defined as an employee owned wireless and/or portable piece of equipment that may include, but is not limited to: laptops, netbooks, E-Reader, tablets/slates, cell phones, smart phones, Internet and/or text ready devices, and any other Internet-enabled communication devices or other new technologies developed that are capable of connecting to the District's wireless network or other independent mobile network. Gaming devices are not PLDs and are not allowed on District and school property. Recharging devices is not the responsibility of the school, but rather the sole responsibility of the employee. PLDs shall be charged prior to bringing the device to school. Employees shall not be required to bring a PLD to school. Employees shall not share usage of their PLD with other employees.

Employees may use a PLD connected to the District's wireless guest network in class to access the Internet and District educational digital resources for the purposes of participating in educational or instructional activities. Employees may use PLDs in the learning environment for such tasks as research, collaboration, document creation/editing, calculator, class notes, vocabulary development, conversion tables, maps, graphing exercises, project enhancement, planner/calendar, surveys and polling.

The District will provide filtered, authenticated, wireless access to the Internet and other District resources for employees using PLDs in a learning environment for educational or instructional activities. The District forbids employee access to the Internet through an unfiltered, unapproved wired, wireless, or cellular connection on a PLD in educational or instructional times in any of the circumstances and in any of the environments listed as follows: during the school day; in/on district buildings, district property, district vehicles or contracted vehicles; during transport to/from school; while attending school sponsored activities during the school day; and/or during any/all school sponsored activities. The Children's Internet Protection Act requires active filtering of all network and Internet access for all public schools. Employees shall not use an independent wireless mobile carrier's data connection to access the Internet or District's educational digital resources for delivering education in a learning environment.

EMPLOYEE USE OF TECHNOLOGY

Employees shall connect only one PLD to the District's guest network at any one time. Use of 3G and 4G wireless Internet connections are expressly forbidden while at school in a learning environment for educational or instructional activities. All audio shall be muted and headphones are prohibited during instructional time. Employees shall not print from PLDs. Employees shall not configure PLDs in a way that depicts inappropriate material or language (i.e. screensavers, backgrounds, icons, etc.). Employees shall not display inappropriate material or language on a PLD's device, case, cover, etc. The employee must comply with a teacher's or administrator's requests to shut down the device or close the screen.

District and school administration shall be authorized to determine other, non-instructional locations for use of PLDs, and may authorize or prohibit PLD usage for health, safety or emergency reasons.

Employees using PLDs while at school, during school or district-sponsored activities are subject to the rules and regulations outlined in this policy and Acceptable Use Agreement, and are accountable for their use. Employees are expected to follow the rules set forth in District Board policies, District administrative regulations, California Education Code and their school's employee handbook as well as State and Federal law in their use of PLDs and the District's technology resources.

The school reserves the right to inspect an employee's PLD if there is reason to believe that the employee has violated Board policies and administrative regulations, California Education Code, school rules or has engaged in other misconduct while using their PLD. Employees using a PLD must have a TUSD Acceptable Use Agreement (AUA) signed and on file electronically. Violations of this policy by an employee will result in disciplinary action and may result in confiscation of the PLD.

The District will not be liable for the loss, damage, theft, or misuse of any PLD brought to school by an employee in any of the circumstances or in any of the environments mentioned in this policy. The District does not insure personal property. The District will bear no responsibility or provide technical support, troubleshooting, or repair of PLDs owned by anyone other than the District. Costs for the use of data and applications on the aforementioned PLDs will be the sole responsibility of the employee. Employees may bring PLDs to school at their own risk, just like any other personal items.

The District holds high expectations for employee behavior, academic integrity, and the responsible and appropriate use of technology devices such as cellular phones,

EMPLOYEE USE OF TECHNOLOGY

digital picture/video cameras and/or phones and other PLDs capable of capturing and/or transmitting data or images. Employees who possess and/or use such devices during the school day; in/on district buildings, district property, district vehicles or contracted vehicles; during transport to/from school; while attending school sponsored activities during the school day; and/or during any/all school sponsored activities generally, will demonstrate the greatest respect for the educational environment and the rights and privacy of all individuals within the school community.

Employees will not photograph, videotape, or record other individuals at school, on school district property, on school buses, or at school-sponsored activities without their knowledge and consent, except for activities considered to be in the public arena such as sporting events or public performances, or for health, safety or emergency purposes. Use of PLDs are prohibited in the nurses' office, guidance office, school office, restrooms, locker rooms and other areas where privacy is expected, unless school personnel in charge specifically permit use of the PLDs, in which case, the device may be used **ONLY** to the extent and in the manner that permission was expressly granted.

The employee may not use the devices to record, transmit or post photos or video of a person or persons on District and school property. Images or video must not be recorded at school or be transmitted or posted at any time without the express permission of the individual or for health, safety or emergency purposes.

Audio recording will be consistent with state/federal laws. The unauthorized employee recording of oral communications of any individual(s) possessing an expectation that such communications will not be recorded is prohibited and may be punishable under federal and state laws.

Technology Acceptable Use Agreement

The following pages include the Acceptable Use Agreement.

Revised: 05/30/2012

Board Adopted: 06/29/2012

Revised: 05/15/2013

TRACY UNIFIED SCHOOL DISTRICT ACCEPTABLE USE AGREEMENT (AUA)
NETWORK AND COMPUTER RELATED RESOURCES
(Based on BP/AR 4040 and BP/AR 6163.4)

In exchange for the use of the Tracy Unified School District (TUSD) computer systems and data communication networks, either locally attached or through remote connection on or near school property, in school vehicles and buses, and at school-sponsored activities, the following agreement will apply. **Please read this document carefully.** It is a legally binding agreement when signed. The guardian/parent must sign when the user is under 18 years of age.

The use of the TUSD network/computer system is a privilege for which users accept responsibility. Each user must act in an appropriate manner consistent with TUSD Board of Education policies, California Education Code, and other local, state and federal laws and regulations governing the applicable matter. It is intended to provide Internet and technological resources to:

- Support learning
- Promote educational excellence and innovation
- Improve administrative efficiency
- Increase opportunities for communication and communicate with others in furtherance of the user's education
- Conduct research and provide additional resources for general information
- Result in more timely and accurate information
- Increase opportunities for professional/personal growth
- Enhance parent involvement

The TUSD network/computer system is shared and available to all registered users. The system may not be used in a way as to disrupt or interfere with its use by others. Inappropriate use of the system includes, but is not limited to:

- Virtual and physical damage, vandalism or theft of equipment as well as theft, piracy or altering of software.
- Theft of services, including connection of unauthorized network/computer equipment to the system.
- Installation of non-approved software/programs, or the download and installation of software/programs on District computers or network communication systems.
- Use of the system to communicate unlawful information or to transmit computer viruses.
- Accessing or communicating information which is pornographic, obscene, sexist, racist or abusive.
- Access or communication of "Harmful matter" as defined by California Penal Code 313.
- Violation of copyright law and Plagiarism of ideas or information.
- Use of the system for anonymous access or communication of information.
- Use of the system for commercial purposes or for political campaigning.
- Other conduct deemed objectionable by the Tracy Unified School District.
- Any violations of the classroom rules, school conduct code, educational code, or penal code.

**TRACY UNIFIED SCHOOL DISTRICT ACCEPTABLE USE AGREEMENT (AUA)
NETWORK AND COMPUTER RELATED RESOURCES**

(Based on BP/AR 4040 and BP/AR 6163.4)

Students, parents/guardians, and District Staff shall recognize that the nature of the use of District technological resources extends outside of the school itself and into off-campus remote locations such as homes. The District's jurisdiction to enforce student behavior and discipline policies, and rules shall apply whether the misuse or violation is at school or away from school as long as the District's technological resources are being used in the inappropriate behavior.

The District will log the use of all systems and monitor all system utilization. Any and all information on the TUSD networks, with the exception of student and personnel records is **not** deemed private. Digital storage is TUSD property. All District computers will comply with A.R.S. 34-501 (enacted, 1999) (access to materials harmful to minors) and all District employees are required to comply with the Family Education and Privacy Rights Act of 1974 (disclosure of personally identifiable information). Student names will be included as part of their network user/email accounts. The Superintendent or designee will determine what is appropriate use of technology resources and their decision is final. The TUSD reserves the rights to any materials stored in files, and will remove any material which the Superintendent or designee may believe to be unlawful, obscene, pornographic, abusive, or otherwise objectionable. The system may not be used to obtain, view, download, or otherwise gain or provide access to such materials. The Superintendent or designee will refer for disciplinary action anyone who does not comply with the provisions of this agreement. Cancellation of user privileges will be at the discretion of the staff after application of due process.

The Tracy Unified School District will not be held responsible for any damages suffered by the user, including those arising from non-deliveries, mis-deliveries, service interruptions, unauthorized use, loss of data and exposure to potentially harmful or inappropriate material sustained or incurred in connection with the use, operation, or inability to use the system. The TUSD specifically denies any responsibility for the accuracy or quality of information obtained electronically. Use of any information obtained electronically is at the risk of the user. The District assumes no liability for personal technology, including computers, smart phones, network access devices, or other electronic signaling devices, if such devices are damaged, lost or stolen. The user, or user's parent/guardian, shall indemnify and hold TUSD harmless from any losses sustained as the result of use or misuse of the District's technological resources by the user, and/or the loss or damage of personal technology.

One of the services available through the TUSD network/computer system is the Internet. The Internet, a community of network systems, is not governed by any entity. The District does not have control over the kind or quality of the information that is accessible to Internet users. It is not feasible to limit access to all materials or all emails that a parent/guardian might consider inappropriate; therefore, inappropriate use is the responsibility of the user.

**TRACY UNIFIED SCHOOL DISTRICT ACCEPTABLE USE AGREEMENT (AUA)
NETWORK AND COMPUTER RELATED RESOURCES**
(Based on BP/AR 4040 and BP/AR 6163.4)

Not all access to the Internet can be supervised. Users agree not to send, access, submit, publish, display or print over the Internet or TUSD network, or using TUSD technology resources, any defamatory, inaccurate, abusive, obscene, profane, sexually oriented, threatening, offensive or illegal material. Cyberbullying is specifically prohibited. It shall be the user's responsibility to report the inappropriate use, web site, or communications to teachers or other District Staff.

The use of TUSD network/computer system requires that all users abide by the following rules:

- Be polite, do not send or respond to abusive, harassing, or suggestive messages to anyone. Report such messages.
- Respect (do not access, delete, move, or alter) anyone else's files and/or data.
- Use appropriate language. Do not swear, use vulgarities, or express yourself in any other inappropriate language.
- Communication advocating, encouraging or supporting illegal activities is strictly forbidden.
- Copyright, trademark and/or registered laws must be adhered to at all times. All materials from the Internet and other digital resources, including graphics, must be properly cited.
- Respect the privacy of all users. Do not reveal the personal address or phone numbers of yourself or anyone else.
- District e-mail accounts are not private. TUSD e-mail is operated for and by the District.
- Respect the originator of email and do not forward e-mail messages or information without permission.
- Individuals will ONLY use authorized accounts they have been personally issued.
- All users must keep their account passwords confidential.
- Do not send "junk", "mass", or "spam" email.
- Do not use a modem connected to a TUSD computer or network.
- Access to the Internet or other District network communication systems from personal technology is limited to wireless access points on the school campuses. Access to the Internet or other District network communication systems from personal technology is not available via hardwire connections.

The Tracy Unified School District computer system is intended for the exclusive use of its registered users who are responsible for their password and their accounts. Any problems which arise from the use of the account are the responsibility of the account holder. Any misuse of the account or system will result in disciplinary action and/or the suspension or cancellation of privileges. Use of the account by someone other than the registered user will be grounds for cancellation and/or may result in disciplinary action.

**TRACY UNIFIED SCHOOL DISTRICT ACCEPTABLE USE AGREEMENT (AUA)
NETWORK AND COMPUTER RELATED RESOURCES**

(Based on BP/AR 4040 and BP/AR 6163.4)

The following two sections are for students and their parents and REQUIRE SIGNATURES.**STUDENT AGREEMENT**

I have read the Tracy Unified School District "NETWORK AND COMPUTER RELATED RESOURCES (06/2012)" Acceptable Use Agreement and understand its provisions. I accept responsibility for the appropriate use of the TUSD computer system as outlined in this agreement and that violations will result in disciplinary and if appropriate criminal action. I understand that misuse of the system will result in disciplinary action and/or the cancellation of privileges. I agree to report any misuse to a teacher or District administrator.

Student (PRINT NAME)

Student ID #

School Site

Signature

Date

PARENT/GUARDIAN AGREEMENT

I have read the Tracy Unified School District "NETWORK AND COMPUTER RELATED RESOURCES (06/2012)" Acceptable Use Agreement and understand the responsibility my child has for the use of the TUSD computer system and that violations will result in disciplinary and if appropriate criminal action. I accept full responsibility for my child's use. I also agree to report any misuse of the system to a teacher or District administrator.

Parent/Guardian (PRINT NAME)

Signature

Date

===== The section below is for TUSD employees and REQUIRES a SIGNATURE =====

TUSD TEACHER/STAFF MEMBER AGREEMENT

I have read the Tracy Unified School District "NETWORK AND COMPUTER RELATED RESOURCES (06/2012)" Acceptable Use Agreement and agree to instruct the users for whom I have responsibility in the acceptable use of the TUSD computer system and that violations will result in disciplinary and if appropriate criminal action. I cannot be held responsible for student access to technology resources for their individual work or in the context of another class. I agree to report any misuse of the system to a District administrator.

I understand and accept responsibility for supporting the provisions of this agreement with all users and for personally abiding by the rules of this agreement in my own use of the TUSD network and computer system.

Teacher/Staff Member
(PRINT NAME)School Site or
Department

Staff ID #

Job/Title

Signature

Date

**TRACY UNIFIED SCHOOL DISTRICT ACUERDO DE USO ACEPTABLE (AUA)
RECURSOS RELACIONADOS CON LA RED Y SISTEMAS COMPUTARIZADOS**
(Basado en BP/AR 4040 y BP/AR 6163.4)

A cambio del uso de la red de comunicación de datos y las sistemas computarizados del Distrito Escolar Unificado de Tracy (TUSD), ya sea localmente conectado o por conexión remota en o cerca de la propiedad de la escuela, en autobuses y vehículos de la escuela y en actividades patrocinadas por la escuela, el siguiente acuerdo deberá aplicarse. **Les suplicamos leer este documento cuidadosamente.** Una vez firmado se convierte en un acuerdo legal obligatorio. Asimismo, el padre/tutor deberá firmar cuando el usuario es menor de 18 años de edad.

El uso del sistema de la red/sistema computarizado de TUSD es un privilegio por el cual los usuarios aceptan la responsabilidad. Cada usuario debe actuar de manera adecuada y coherente con las políticas de la Mesa Directiva del Distrito, el código de educación de California y otras leyes locales, estatales y federales y reglamentos que rigen la materia aplicable. La intención es de proporcionar Internet y recursos tecnológicos para:

- Apoyar el aprendizaje
- Promover la innovación y la excelencia educativa
- Mejorar la eficacia administrativa
- Aumentar las oportunidades para la comunicación y comunicarse con otras personas en el fomento de la educación del usuario
- Realizar investigaciones y proporcionar recursos adicionales para obtener información general
- Resultar en más información oportuna y exacta
- Aumentar las oportunidades de desarrollo profesional y personal
- Aumentar la participación de los padres

El uso del sistema de la red/sistema de computación de TUSD deberá compartirse y estar disponible para todos los usuarios registrados. El sistema de computación no deberá usarse en tal manera que interrumpa o interfiera con el uso los demás. El uso inadecuado del sistema incluye, pero no se limita a:

- Daño físico y virtual, vandalismo o robo del equipo, así como robo, piratería o alteración de software.
- Robo de los servicios, incluyendo la conexión de una red/ equipo de computación no autorizado al sistema.
- Instalación de software/programas no autorizada, o la descarga e instalación de programas en equipo o sistemas de comunicación de red del distrito.
- Uso del sistema para comunicar información ilegal o para transmitir virus de computación.
- Acceso a información que es pornográfico, obsceno, sexista, racista o abusivo.
- Acceso o información de "Materia Perjudicial" según se define en el Código Penal 313 de California.
- Violación de la ley de los derechos de autor y Plagio de ideas o información.
- Uso del sistema para acceso anónimo o comunicación de información.
- Uso del sistema para propósitos comerciales o para campañas políticas.
- Otra conducta que del Distrito Escolar Unificado de Tracy juzgue censurable.
- Cualquier violación de las reglas del salón de clase, código de conducta escolar, código de educación o código penal.

**TRACY UNIFIED SCHOOL DISTRICT ACUERDO DE USO ACEPTABLE (AUA)
RECURSOS RELACIONADOS CON LA RED Y SISTEMAS COMPUTARIZADOS**

(Basado en BP/AR 4040 y BP/AR 6163.4)

Estudiantes, padres o tutores y personal de Distrito reconocerá que la naturaleza del uso de recursos tecnológicos de distrito se extiende fuera de la propia escuela y en ubicaciones remotas fuera del campus, como casas. Jurisdicción del distrito para aplicar el comportamiento del estudiante y las normas y políticas de disciplina se aplicará sino el abuso o la violación es en la escuela o fuera de la escuela si recursos tecnológicos del distrito se utilizan en el comportamiento inadecuado.

El Distrito mantiene un registro del uso de todos los sistemas y controla todo uso del sistema. Cualquier y toda la información de la red informática de TUSD, con excepción de los expedientes de los alumnos y el personal **no** se consideran privada. Almacenamiento de información digital es propiedad TUSD. Todos las computadoras de distrito cumplirán con A.R.S. 34-501 (legislada, 1999) (acceso a materiales perjudiciales para menores) y todos los empleados del Distrito deben cumplir con la Ley de los Derechos de Educación y Privacidad de la Familia de 1974 (revelar información que identifique personalmente). Los nombres de los alumnos se incluirán como parte de la cuenta de su red/cuenta de usuario de correo electrónico. El superintendente o designado determinará lo que es apropiado para el uso de los medios de tecnología y su decisión es final. El TUSD se reserva los derechos de cualquiera material almacenado en los expedientes y removerá cualquier material el cual crea que es ilegal, obsceno, pornográfico, abusivo o de otra manera censurable. El sistema no deberá usarse para obtener, ver, descargar, o de otra manera obtener o proporcionar acceso a tales materiales. El superintendente o designado referirá para acción disciplinaria a cualquier individuo que cumple no acate las provisiones de este acuerdo. La cancelación del uso de los privilegios será a la discreción del personal después de aplicar el proceso legal debido.

El Distrito Escolar Unificado de Tracy no se hará responsable por cualquier daño sufrido por el usuario, incluyendo lo que resulta de no entrega, 'mis-deliveries', o interrupciones de servicio, uso no autorizado, pérdida de datos y la exposición a materiales potencialmente dañino o inadecuado, experimentado o incurrido en conexión con el uso, operación o incapacidad del uso del sistema. El Distrito Escolar Unificado de Tracy no se hace responsable por la exactitud o calidad de información obtenida electrónicamente. El uso de cualquier información obtenida electrónicamente es al riesgo del usuario. El distrito no asume ninguna responsabilidad para tecnología personal, incluyendo computadoras, teléfonos inteligentes, dispositivos de acceso de red o otros dispositivos de señalización electrónicas, si dichos dispositivos están dañados, perdidos o robados. El usuario o padre/tutor del usuario, deberá indemnizar y eximir inofensivo TUSD de las pérdidas sufridas como consecuencia del uso o mal uso de los recursos tecnológicos del distrito por el usuario, o la pérdida o daño de tecnología personal.

Uno de los servicios disponibles a través del sistema de computación del Distrito Escolar Unificado de Tracy es el Internet. El Internet es una sistema de red de comunicaciones, que no lo gobierna ninguna entidad. El Distrito no tiene control sobre la clase o calidad de información que es accesible a los usuarios de Internet. No es factible limitar el acceso de materiales o todos los correos electrónicos que un padre/tutor pueda considerar inadecuado, por lo tanto, el uso inapropiado es responsabilidad del usuario.

TRACY UNIFIED SCHOOL DISTRICT ACUERDO DE USO ACEPTABLE (AUA) RECURSOS RELACIONADOS CON LA RED Y SISTEMAS COMPUTARIZADOS

(Basado en BP/AR 4040 y BP/AR 6163.4)

No todo el acceso a Internet puede ser supervisado. Los usuarios se comprometen a no enviar, acceder, presentar, publicar, mostrar o imprimir en la red Internet o TUSD, o usando de recursos de tecnología de TUSD, cualquier materia difamatorio, inexacto, abusivo, obsceno, profano, sexualmente orientado, amenazante, ofensivo o ilegal. Ciberacoso está específicamente prohibida. Será responsabilidad del usuario informar el uso, sitio web o las comunicaciones inadecuados a los profesores y demás personal del distrito.

El uso del sistema de la red/computación de TUSD requiere que todos los usuarios respeten las siguientes reglas:

- Ser cortés. No mandar o responder a mensajes abusivos, de acoso o sugestivos a nadie. Reportar tales mensajes.
- Respetar (no tener acceso, borrar, mover o alterar) los expedientes o información de otros.
- Usar lenguaje apropiado. No maldecir, usar vulgaridades o expresarse con cualquier tipo de lenguaje inadecuado.
- La comunicación defendiendo, estimulando o apoyando las actividades ilegales está estrictamente prohibido.
- Copyright, marca registrada o leyes registradas deben respetarse en todo momento. Todos los materiales de la Internet y otros recursos digitales, incluyendo gráficos, deben citarse correctamente.
- Respetar la privacidad de todos los usuarios. No revelar tu dirección o teléfono personal o la de nadie más.
- El correo electrónico de distrito no es privado. El correo electrónico de TUSD es operado por y para el Distrito.
- Respetar el originario del correo electrónico y no reenviar mensajes de correo electrónico o información sin permiso.
- Los individuos usarán ÚNICAMENTE las cuentas autorizadas que se les haya dado para uso personal.
- Todos los usuarios deben mantener sus contraseñas de cuenta confidenciales.
- No mandar correo "basura (junk)", "mass" o "spam".
- No usar un módem conectado a una red o computadora de TUSD.
- Acceso a Internet o a otros sistemas de comunicación de red de distrito desde tecnología personal está limitada a puntos de acceso inalámbrico en los campus de la escuela. Acceso a Internet o a otros sistemas de comunicación de red del Distrito de tecnología personal no está disponible a través de conexiones "hardwire".

El sistema de computación del Distrito Escolar Unificado de Tracy es para el uso exclusivo de los usuarios registrados los cuales son responsables por su contraseña y sus cuentas. Cualquier problema con el uso de la cuenta es la responsabilidad del usuario de la cuenta. Cualquier uso inadecuado de la cuenta o sistema resultará en acción disciplinaria y/o la suspensión o cancelación de privilegios. El uso de la cuenta por alguien que no sea el usuario registrado dará motivos de cancelación y/o resultará en una acción disciplinaria.

**TRACY UNIFIED SCHOOL DISTRICT ACUERDO DE USO ACEPTABLE (AUA)
RECURSOS RELACIONADOS CON LA RED Y SISTEMAS COMPUTARIZADOS**
(Basado en BP/AR 4040 y BP/AR 6163.4)

Las dos secciones siguientes son para los estudiantes y sus padres y requieren firmas.

ACUERDO DEL ESTUDIANTE

He leído el Acuerdo de Uso Aceptable del Distrito Escolar Unificado de Tracy "RECURSOS RELACIONADOS CON LA RED Y SISTEMAS COMPUTARIZADOS" (06/2012) y entiendo sus provisiones. Acepto la responsabilidad para el uso apropiado del sistema de computación de TUSD como está delineado en el presente acuerdo y que las violaciones resultarán en acción disciplinaria y si es apropiado, acción criminal. Entiendo que uso inadecuado del sistema resultará en una acción disciplinaria y la cancelación de privilegios. Estoy de acuerdo en reportar cualquier uso del sistema inadecuado a un administrador.

Alumno (LETRA DE MOLDE)	Alumno de Identificación	Escuela	Firma	Fecha

PADRE/TUTOR ACUERDO

He leído el Acuerdo de Uso Aceptable del Distrito Escolar Unificado de Tracy "RECURSOS RELACIONADOS CON LA RED Y SISTEMAS COMPUTARIZADOS" (06/2012) y entiendo la responsabilidad que mi hijo(a) tiene para el uso del sistema computarizado de TUSD y que violaciones resultarán en acción disciplinaria y si es apropiado, acción criminal. Acepto la responsabilidad total por el uso del sistema por mi hijo. Asimismo estoy de acuerdo en reportar cualquier uso inadecuado del sistema al administrador.

Padre/Tutor (LETRA DE MOLDE)	Firma	Fecha

===== La sección a continuación es para empleados TUSD y requiere una firma =====

ACUERDO DE MIEMBRO DEL PERSONAL DOCENTE DE TUSD

He leído el Acuerdo de Uso Aceptable del Distrito Escolar Unificado de Tracy "RECURSOS RELACIONADOS CON LA RED Y SISTEMAS COMPUTARIZADOS" (06/2012) y estoy de acuerdo en enseñar a los usuarios por los cuales soy responsable sobre el uso aceptable del sistema computarizado del TUSD y en que las violaciones resultarán en acción disciplinaria y si es apropiado, acción criminal. No puedo ser responsable por el acceso del alumno a los medios de tecnología del trabajo individual o en el contexto de otra clase. Estoy de acuerdo en reportar el uso inadecuado del sistema a un administrador.
Entiendo y acepto la responsabilidad de apoyar las provisiones de este acuerdo con todos los usuarios y de cumplir personalmente con las reglas de este acuerdo para mi uso personal del sistema de computación del TUSD.

Maestro/Personal (LETRA DE MOLDE)	Escuela / Departamento	Personal de Identificación	Posición/Título	Firma	Fecha



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. James C. Franco, Superintendent
FROM: Dr. Sheila Harrison, Assistant Superintendent of Educational Services
and Human Resources
DATE: May 14, 2013
SUBJECT: Adopt 2013 - 2014 High School Student Handbook

BACKGROUND: The Tracy Unified School District Board approved the High School Student Handbook on May 8, 2012. This Handbook contains various rules and policies that allow Tracy Unified Schools to provide a safe environment for students and staff. On January 1, 2013, several laws were enacted that changed discipline and complaint procedures that require the revision of the current High School Student Handbook.

The attached revised High School Student Handbook for the 2013-2014 school year, is the same handbook used by all three comprehensive high schools. Each High School adds specific information pertinent to their school. This agenda item includes an example from the West High School Student Handbook.

RATIONALE: Revise the High School Student Handbook to keep it current with the existing California Education Codes, laws, and California School Advisory Board (GAMUT). This agenda item supports District Strategic Goal #1: Prepare all students for college and careers and District Strategic Goal #3: Provide a safe and equitable learning environment for all students and staff.

FUNDING: None

RECOMMENDATION: Adopt 2013-2014 High School Student Handbook

Prepared by: Mr. Paul Hall, Director Student Services & Curriculum

Changes to be made to the High School Student Handbook for 2013-14 School Year.

1. Attendance Policy, Pg 7

Change Parent Link account to: ABI Parent Portal

Also changed definitions of excused absences to match changes in Ed. Code.

2. Attendance Procedures, Pg 8, Number 2:

If a parent has called to report a student's absence, the student will not be required to obtain an admit, and the corresponding absence code will have been entered into the attendance program. Upon returning to school, if a student has a note, he/she must obtain an admit slip at the Attendance Office window before school starts.

3. Page 8

Remove #6 (already stated in #2)

4. Page 9

Merging #7 and #8. We added "until Saturday School Hours are reduced to 15 hours or below.

5. Page 9

#9 becomes #8; #10 becomes #9.

6. Page 9

Remove from new #9: "For perfect attendance the student must not have served any time in In-House Suspension during the 10 days."

7. Page 9

Under Attendance-Obtaining Information: change Parent Link to ABI Parent Portal, and...remove the sentence: "If parents are experiencing problems receiving school mail, they may use an alternate address by contacting the Registrar's Office (extension 3031)." Replace with: "If parents are experiencing problems receiving school mail, they should contact the school office."

8. Page 9

Excessive Absences: Replaced sentence with language from AR 5113.

9. Page 10

In box that includes "Clear Unexcused Absences with Perfect Attendance – Here's How: replace phrase "time served in In-House Suspension" with "truants".

10. Page 10
Suspension: Renamed "Completion of Assignments" and moved to end of Academic Policies, page 15.
11. Page 11
#1 under Tardy Policy and Consequences: new language "A tardy is defined as arrival to class after the tardy bell rings and up to 29 minutes into the instructional period. Students must be in their seats when the tardy bell rings. Arrival to class 30 minutes or later will constitute a truant."
12. Page 11
Under the line that states "Tardy consequences will be assigned on a per period basis. Add: The tardy count starts at zero at the beginning of each quarter for each class period.
13. Page 13
Under Make-up Work, replace sentence with exact Ed. Code 48913 language.
14. Page 13
Under Make-up Work: rewrote sentence to read: Teachers' procedures and process for make-up work should be clearly explained to both students and parents in the individual class syllabus.
15. Page 14
Under Notations for Graduation Requirements: remove reference to IMP.
16. Page 14
Remove sentence: "Beginning with the class of '07-'08..."
17. Page 17
Add to C 9th Grade Eligibility, third paragraph, in parenthesis, after "plus summer school": "district approved on-line courses"
18. Page 18: Add to Criteria for Participation in Senior Activities: Magic Mountain/Beach Day: "All non-T.U.S.D. credits that are required for the student to graduate must be posted by May 1st."
19. Page 20
Change language on Number 6 from "one week prior to the dance" to "on day of ticket purchase".
20. Page 21
Change Activity Fee to Athletic Transportation Fee; remove quote marks.

21. Page 23

Waiting for update from Business Services regarding name of insurance company. No longer called Myers/Stevens. Now called Pacific Educators. Also, take out Assad Insurance Agency, and insert TUSD Business Services.

22. Cell Phones: Cell phones and MP3/iPod digital music players are allowed on the school campus and at school sponsored events under the following conditions:

1. During school hours, the cell phone and MP3/iPod digital music player must be used BEFORE SCHOOL, AFTER SCHOOL, at LUNCH, at BREAK, AND WALKING BETWEEN CLASSES.
2. During class periods or assemblies, the cell phone and MP3/iPod digital music player must be turned off and out of visual sight in classrooms, assemblies, and in any other learning environment. Cell phones may not be used for any reason (including talking, listening, ringing, text messaging, checking the time, taking pictures, etc.) and must be powered off except with a classroom teacher's expressed permission per BP/AR 6163.4.
3. Students displaying or using cell phones or MP3/iPod digital music players in the classroom or inappropriately will be subject to disciplinary measures and be considered in defiance.
4. Investigation of theft of **any electronic device** will not be investigated by school personnel; however, parents may file a theft report with the local police department.

23. Page 25

Waiting for next year's testing dates.

24. Page 27

Under Fees and Fines, 2nd para: remove "receive a locker" and add "receive an off-campus pass"

25. Page 28

Change Parent Link to ABI Parent Portal

26. Page 30

Change Student of the Month Program to Student Recognition Program

27. Page 31

Add paragraph: Transcripts: The first 2 transcripts are free. All subsequent requests are charged a nominal fee. The request form is located at the end of this book. You can also pick one up in counseling, or visit our school web site and download a copy. Please remember – NO CHECKS WILL BE ACCEPTED. Money orders, cashier checks, or cash only.

28. Page 32

Under Off-Campus Lunch Pass, 11th and 12th Grade Students Only: add "Leaving campus at lunch is a privilege".

29. Page 32
Under Off-Campus Lunch Pass: Consequences: Second Offense: "All-Day In-House" Note: should 3rd offense or more consequence be three day suspension or one day suspension?
30. Page 35
Under Unacceptable clothing choices: add "weapons" to the sentence to read: "Crude or vulgar lettering or images of: weapons, occult messages, drugs, tobacco...etc".
31. Page 35
Under above heading: added "bandeaux, racer backs" to sentence to read: "Clothing, apparel or attire that fails to provide adequate coverage of the body, including but not limited to, see-through, fishnet fabrics, tops that do not touch the top of the pants/skirts, tank tops, tube tops, halter tops, bandeaux, racer backs, off the shoulder...etc".
32. Page 36
Under Unauthorized Group Apparel is Prohibited: Change "gang" to "unauthorized group"
33. Page 36
Under Litter: add "Discipline steps may be applied if staff determines that a student has littered."
34. Page 36
Changed Aeries Parent Link to ABI Parent Portal
35. Page 42
For E.C. 48900.5(a) we used new language.
36. Page 43
Change Support Room to All Day In-House
37. Page 50
Change Agitation, First Offense to: Conference with student; Parent/guardian contact, and; 1-5 day suspension. Also, add No Fighting Contract to Second Offense.
38. Page 50
For (a) 1: Remove 4th offense; 3rd offense is now maximum.
39. Page 51
Removed VI Hazing because it is covered under Bullying and Harassment section. VI becomes Third Party Engaging in Combat.
Removed VII Physical Injury to Staff because it is covered by 48900.7 Terroristic Threats

40. Page 51
VI Third Party Engaging in Combat: Change: No second, third or more offenses. First is maximum.
41. Page 51
Remove IX Threats of Violence because it is covered under (a)1.
42. Page 51
Removed X Unprovoked Attack because it is covered under (a)2.
43. Page 52
Add to II. Drugs to read: Unlawfully, possessed, used, sold, or otherwise furnished, or been under the influence of any controlled substance (drugs). Also, 3rd offense is now the maximum.
44. Page 52
Add to II. Drugs the following: "If this occurs on campus, or at a school activity, student may be charged with EC 48915c3.
45. Page 52
Under NOTE: (1) Violation for drugs...Change "high school" career to "academic" career
46. Page 53
For Property Damage: First offense changed to: Alternative Intervention as per EC 48900.5; possible citation/arrest by T.P.D.; Second offense, add: Possible Citation/Arrest by T.P.D.; Maximum: Five day suspension, restitution and recommendation for expulsion; Possible Citation/Arrest by T.P.D.
47. Page 53, 54
For Theft: First offense changed to: Alternative Intervention as per EC 48900.5, Possible Citation/Arrest by T.P.D.; Add to Second offense: Possible Citation/Arrest by T.P.D.; Maximum changed to: Five day suspension; Restitution; Recommendation for expulsion; Possible Citation/Arrest by T.P.D.
48. Page 54
Tobacco: First offense changed to: Alternative Intervention as per EC 48900.5; Third offense is now maximum.

49. Page 54

Pornography: First offense: Alternative Intervention as per EC 48900.5; Second offense: add "placed in Pro-social behavior program"; Maximum: 1-5 day suspension.

50. Page 54

Verbal Abuse: First offense change to: Parent Contact; Alternative Intervention as per EC 48900.5; Third offense becomes maximum: Five day suspension and possible recommendation for expulsion.

51. Page 54

Drug Paraphernalia: First offense: Parent Conference; Alternative Intervention as per EC 48900.5; Possible six week substance abuse counseling program; Second offense 1-5 day suspension; Maximum: 1-5 day suspension.

52. Page 55

Closed Campus Policy: Change: First offense: Warning/Parent Contact; Alternative Intervention as per EC 48900.5; Second offense: All Day In-House Suspension; Third offense: Three day suspension. THS and WHS revoke privilege for off campus lunch pass for the current quarter and one additional quarter: Maximum Recommendation to SARB.

53. Page 55

Defiance of Authority: Change First offense to: Parent Conference; Alternative Intervention as per EC 48900.5

54. Page 55

Disruptive Devices: Change: First offense to read: Parent Conference; Alternative Intervention as per EC 48900.5.; Second offense to read 1-5 day suspension

55. Page 56

Forged Documents: Change First offense to read: Parent Contact; Alternative Intervention as per EC 48900.5; Second offense: 1 day In House Suspension or 1-5 Day suspension; Third offense becomes Maximum: add possible recommendation for expulsion;

56. Page 56

Unauthorized Group Symbols: Remove 1-5 day suspension from 1st offense; add to 1st offense: Parent Contact; Alternative Intervention as per EC 48900.5.

57. Page 56-57

Identification: Changed 1st Offense to read: Parent Contact; Alternative Intervention as per EC 48900.5. Changed Maximum to Fourth Offense: under 4th offense will read: All day In-House suspension; Each subsequent offense: 1 day home suspension.

58. Page 57

Impedance of Directives: Add to 1st Offense: Parent Contact; Alternative Intervention as per EC 48900.5: Remove In-House suspension; 1-5 day suspension, and possible recommendation for expulsion.

59. Page 57

Running to fights or crowding around a fight or falsely reporting a fight: Remove from 1st Offense: 1-2 day In-House suspension and/or 1-2 day suspension. Replace with: Parent Contact; Alternative Intervention as per EC 48900.5.

60. Page 57

Inappropriate Symbols: Add to 1st Offense: Parent Contact; Alternative Intervention as per EC 48900.5.

61. Page 57

Out of Class: Add to 1st Offense: Alternative Interventions as per EC 48900.5.

62. Page 57

Electronic Devices: Change language to include: Students are allowed to have cell phones while on campus. Eliminate: "However they must be turned off and out of sight. Students are not to check voicemail, text message, or turn on phone during the school day."

63. Page 58

Violation of Suspension: Remove from 1st Offense: 1-5 day suspension. Replace with Parent Contact; Alternative Intervention as per EC 48900.5. Change 2nd Offense to read: 1-5 day suspension. Change 3rd Offense to Maximum to read: 3-5 day suspension and possible recommendation for expulsion.

64. Page 58

Water guns, toy guns, laser pointers: Change 1st Offense to read: Unit confiscated; Parent Contact; Alternative Intervention as per EC 48900.5.

65. Page 58

Computer Usage: Change 1st Offense to read: Parent Contact; Alternative Intervention as per 48900.5. Change 3rd Offense to Maximum; Add to Maximum: "and loss of privilege for remainder of school year".

66. Page 59

Inappropriate Displays of Affection: Change 1st Offense to: Parent Contact; Alternative Intervention as per EC 48900.5. Add to 2nd Offense: assigned All-Day In-House.

67. Page 59

XXVI Unauthorized presence on a school Campus: Change 1st Offense to read: Parent Contact; Alternative Intervention as per EC 48900.5.

68. Page 59

Videotaping fights or other violations of school rules: Change to: 1st Offense: Parent Contact; Alternative Intervention as per EC 48900.5; Unit confiscated by school personnel and returned to parent. 2nd Offense to read: Parent Contact; Unit Confiscated; In-House suspension; Maximum to read: Parent Contact; Unit confiscated; 1-5 days suspension; possible recommendation for expulsion.

69. Page 60

Bullying: Changed to: "Please refer to TUSD Board Policy 5131.2.

70. Page 61

New Bullying Prevention Policy BP 5131.2

71. Page 66

Sexual Harassment Policy: New language for BP 5145.7

72. Page 74

New Uniform Complaint Procedure

73. Page 83

New TUSD Acceptable Use Agreement Language

74. Page 90

New Official Transcript Request Form



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. James C. Franco, Superintendent
FROM: Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources
DATE: May 6, 2013
SUBJECT: Approve Contract with the San Joaquin County Children and Families Commission (First 5 San Joaquin) for the Building Literacy Together Grant

BACKGROUND: TUSD has received grant funding since 2004 to provide school readiness programs that help young children grow up healthy and be successful in school and in life. The Building Literacy Together grant began in July 2010 and continued and/or expanded some of the services provided through the PLAY School Readiness Program from April 2006 to June 2010. Building Literacy Together program components, all of which are free to participants, include: high-quality preschool for approximately 72 students; child and adult literacy activities; kindergarten transition programs during the spring and summer; parent education and involvement opportunities; and articulation between early childhood and elementary school programs.

RATIONALE: Approving the contract for Building Literacy Together will allow the District to continue to provide services to children ages zero to five, their parents, as well as early care and education providers in Tracy. Building Literacy Together helps prepare children and families for the transition into elementary school and builds children's school readiness skills by increasing access to preschool; supporting adult/child literacy; providing transition programs for incoming kindergarten students; offering community-based parent education programs; and promoting articulation between preschool and elementary schools. This aligns with District Strategic Goal 1: Prepare all students for college and careers; District Strategic Goal 2: Ensure that all students meet or exceed grade level standards and that the achievement gap between the student subgroups is closed; and District Strategic Goal 7: Develop and utilize partnerships to the achieve District goals.

FUNDING: There is no cost to the District; the District will receive grant money from First 5 San Joaquin to provide the Building Literacy Together project in the amount of approximately \$554,952 for the period July 1, 2013 to June 30, 2014.

RECOMMENDATION: Approve Contract with the San Joaquin County Children and Families Commission (First 5 San Joaquin) for the Building Literacy Together Grant

Prepared by: Ms. Brandi Harrold, School Readiness Program Specialist



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. James C. Franco, Superintendent
FROM: Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources
DATE: May 20, 2013
SUBJECT: Acknowledge Revised Administrative Regulation 1312.3, Uniform Complaint Procedures (First Reading)

BACKGROUND: The Tracy Unified School District Board approved Board Policy 1312.3 on August 23, 2011. To address prohibited discrimination and possible violations of State and Federal laws governing educational programs, 5 CCR 4621 mandates districts adopt uniform complaint policies and procedures consistent with the State's complaint procedures specified in 5 CCR 4600-4687. Pursuant to Education Code 234.1, as amended by AB 9 (Ch. 723, Statutes 2011), districts are required to adopt a process for receiving and investigating complaints alleging discrimination, harassment, intimidation, and bullying that meets the requirements specified in the law, including applicable timelines and an appeal process to follow if a complainant disagrees with the resolution of the complaint. The California Department of Education (CDE) monitors districts for compliance with these procedures through its Federal Program Monitoring (FPM) process. The FPM includes a review of written district policies and procedures for required language, including for discrimination, harassment, intimidation, and bullying against students pursuant to Education Code 234.1, and a review of records of required activities, such as annual notification provided to students, parents/guardians, employees, and other school community members.

RATIONALE: Revise Administrative Regulation 1312.3 in accordance with Assembly Bill 1575 to keep current with existing California Education Codes, laws, and California School Advisory Board (GAMUT). This revision complies with District Strategic Goal #1: Prepare all students for college and careers and District Strategic Goal #3: Provide a safe and equitable learning environment for all students and staff.

FUNDING: None

RECOMMENDATION: Acknowledge Revised Administrative Regulation 1312.3, Uniform Complaint Procedures (First Reading)

Prepared by: Mr. Paul Hall, Director Student Services & Curriculum

UNIFORM COMPLAINT PROCEDURES

A. Purpose and Scope

Except as the Governing Board may otherwise specifically provide in other Board policies, the uniform complaint procedures shall be used only to investigate and resolve complaints alleging violations of federal or state laws or regulations governing specific educational programs, the prohibition against requiring students to pay fees, deposits, or other charges for participating in educational activities, and unlawful discrimination, harassment, intimidation, or bullying, as specified in accompanying Board policy.

(cf. 1312.1 - Complaints Concerning District Employees)

(cf. 1312.2 - Complaints Concerning Instructional Materials)

(cf. 1312.4 - Williams Uniform Complaint Procedures)

(cf. 4031 - Complaints Concerning Discrimination in Employment)

The district's uniform complaint procedures policy and administrative regulation shall be posted in all district schools and offices, including staff lounges and student government meeting rooms. If 15 percent or more of students enrolled in a particular district school speak a single primary language other than English, the district's policy, regulation, forms, and notices concerning uniform complaint procedures shall be translated into that language. (Education Code 234.1, 48985)

(cf. 5145.6 - Parental Notifications)

B. General

1. Compliance Officers

The following compliance officer(s) shall receive and investigate complaints and shall ensure district compliance with law:

Director of Student Services (209) 830-3280

or

Director of Curriculum, Accountability and Special Programs (209) 830-3275

or

Assistant Superintendent for Educational Services and Human Resources

(209) 830-3202

1875 W. Lowell

Tracy, CA 95376

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The Superintendent or designee shall ensure that employees designated to investigate complaints are knowledgeable about the laws and programs for which they are responsible. Designated employees may have access to legal counsel as determined by the Superintendent or designee.

(cf. 9124 - Attorney)

C. Notifications

1. The Superintendent or designee shall annually provide written notification of the district's uniform complaint procedures to students, employees, parents/guardians, the district advisory committee, school advisory committees, appropriate private school officials or representatives, and other interested parties. (Education Code 262.3, 49013; 5 CCR 4622)

(cf. 0420 - School Plans/Site Councils)

(cf. 1220 - Citizen Advisory Committees)

(cf. 3260 - Fees and Charges)

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

(cf. 5145.6 - Parental Notifications)

2. The Superintendent or designee shall make available copies of the district's uniform complaint procedures free of charge. (5 CCR 4622)
3. The notice shall:
 - a. Identify the person(s), position(s), or unit(s) responsible for receiving complaints
 - b. Advise the complainant of any civil law remedies that may be available to him/her under state or federal discrimination laws, if applicable
 - c. Advise the complainant of the appeal process, pursuant to Education Code 262.3 including, if applicable, the complainant's right to take a complaint directly to the California Department of Education (CDE) or to pursue remedies before civil courts or other public agencies
 - d. Include statements that:

1. The district has the primary responsibility to ensure compliance with applicable state and federal laws and regulations governing educational programs.

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2. The complaint review shall be completed within 60 calendar days from the date of receipt of the complaint unless the complainant agrees in writing to an extension of the timeline.

3. **A complaint alleging unlawful discrimination, harassment, intimidation, or bullying** must be filed not later than six months from the date it occurred, or six months from the date the complainant first obtained knowledge of the facts of the alleged **discrimination, harassment, intimidation, or bullying**.

4. The complainant has a right to appeal the district's decision to the CDE by filing a written appeal within 15 calendar days of receiving the district's decision.

5. The appeal to the CDE must include a copy of the complaint filed with the district and a copy of the district's decision.

6. **Copies of the district's uniform complaint procedures are available free of charge.**

D. Procedures

1. **All complaints shall be investigated and resolved within 60 calendar days of the district's receipt of the complaint. (5 CCR 4631)**
2. Compliance officers shall maintain a record of each complaint and subsequent related actions, including all information required for compliance with 5 CCR 4631 and 4633.
3. All parties involved in allegations shall be notified when a complaint is filed, when a complaint meeting or hearing is scheduled, and when a decision or ruling is made.

Step 1: Filing of Complaint

Any individual, public agency or organization may file a written complaint of the district's alleged noncompliance with federal or state laws or regulations governing educational programs. (5 CCR 4630)

A complaint concerning unlawful discrimination, **harassment, intimidation, or bullying** may be filed only by a person who alleges that he/she personally suffered unlawful discrimination, **harassment, intimidation, or bullying** or by a person who believes that an individual or any specific class of individuals has been subjected to it. The complaint shall be initiated no later than six months from the date when the alleged discrimination, **harassment, intimidation, or bullying** occurred, or six months from the date when the complainant first obtained knowledge of the facts of the alleged discrimination, **harassment, intimidation, or bullying**. However,

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upon written request by the complainant, the Superintendent or designee may extend the filing period for up to 90 calendar days. (5 CCR 4630)

A complaint alleging noncompliance with the law regarding the prohibition against requiring students to pay student fees, deposits, and charges may be filed anonymously if the complaint provides evidence or information leading to evidence to support an allegation of noncompliance. (Education Code 49013)

The complaint shall be presented to the compliance officer who shall maintain a log of complaints received, providing each with a code number and a date stamp.

If a complainant is unable to put a complaint in writing due to conditions such as a disability or illiteracy, district staff shall assist him/her in the filing of the complaint. (5 CCR 4600)

Step 2: Mediation

Within three business days of receiving the complaint, the compliance officer may informally discuss with all the parties the possibility of using mediation. If the parties agree to mediation, the compliance officer shall make all arrangements for this process.

Before initiating the mediation of a complaint alleging discrimination, **harassment, intimidation, or bullying**, the compliance officer shall ensure that all parties agree to make the mediator a party to related confidential information.

If the mediation process does not resolve the problem within the parameters of law, the compliance officer shall proceed with his/her investigation of the complaint.

The use of mediation shall not extend the district's timelines for investigating and resolving the complaint unless the complainant agrees in writing to such an extension of time. (5 CCR 4631)

Step 3: Investigation of Complaint

Within 10 calendar days of receiving the complaint, the compliance officer shall provide the complainant and/or his/her representative an opportunity to present the complaint and any evidence, or information leading to evidence, to support the allegations in the complaint. The compliance officer also shall collect all documents and interview all witnesses with information pertinent to the complaint.

A complainant's refusal to provide the district's investigator with documents or other evidence related to the allegations in the complaint, failure or refusal to cooperate in the investigation, or engagement in any other obstruction of the investigation may result in the dismissal of the complaint because of a lack of evidence to support the allegation. (5 CCR 4631)

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In accordance with law, the district shall provide the investigator with access to records and other information related to the allegation in the complaint and shall not in any way obstruct the investigation. Failure or refusal of the district to cooperate in the investigation may result in a finding based on evidence collected that a violation has occurred and in the imposition of a remedy in favor of the complainant. (5 CCR 4631)

Step 4: Response

OPTION 1:

~~Unless extended by written agreement with the complainant, the compliance officer shall prepare and send to the complainant a written report of the district's investigation and decision, as described in Step #5 below, within 60 calendar days of the district's receipt of the complaint. (5 CCR 4631)~~

OPTION 1:

Within 30 calendar days of receiving the complaint, the compliance officer shall prepare and send to the complainant a written report of the district's investigation and decision, as described in Step #5 below. If the complainant is dissatisfied with the compliance officer's decision, he/she may, within five business days, file his/her complaint in writing with the Board.

The Board may consider the matter at its next regular Board meeting or at a special Board meeting convened in order to meet the 60-day time limit within which the complaint must be answered. The Board may decide not to hear the complaint, in which case the compliance officer's decision shall be final.

If the Board hears the complaint, the compliance officer shall send the Board's decision to the complainant within 60 calendar days of the district's initial receipt of the complaint or within the time period that has been specified in a written agreement with the complainant. (5 CCR 4631)

Step 5: Final Written Decision

The district's decision shall be in writing and sent to the complainant. (5 CCR 4631)

The district's decision shall be written in English and, when required by Education Code 48985, in the complainant's primary language.

For all complaints, the decision shall include: (5 CCR 4631)

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UNIFORM COMPLAINT PROCEDURES

1. The findings of fact based on the evidence gathered
2. The conclusion(s) of law
3. Disposition of the complaint
4. Rationale for such disposition
5. Corrective actions, if any are warranted
6. Notice of the complainant's right to appeal the district's decision within 15 calendar days to the CDE and procedures to be followed for initiating such an appeal

In addition, any decision concerning a discrimination, **harassment, intimidation, or bullying** complaint based on state law shall include a notice that the complainant must wait until 60 calendar days have elapsed from the filing of an appeal with the CDE before pursuing civil law remedies. (Education Code 262.3)

If investigation of a complaint results in discipline to a student or an employee, the decision shall simply state that effective action was taken and that the student or employee was informed of district expectations. The report shall not give any further information as to the nature of the disciplinary action.

If a complaint alleging noncompliance with the laws regarding student fees, deposits, and other charges is found to have merit, the district shall provide a remedy to all affected students and parents/guardians, which, where applicable, shall include reasonable efforts to ensure full reimbursement to them. (Education Code 49013)

E. Appeals to the California Department of Education

If dissatisfied with the district's decision, the complainant may appeal in writing to the CDE. (Education Code 49013; 5 CCR 4632)

The complainant shall file his/her appeal within 15 calendar days of receiving the district's decision and the appeal shall specify the basis for the appeal of the decision and whether the facts are incorrect and/or the law has been misapplied. The appeal shall be accompanied by a copy of the locally filed complaint and a copy of the district's decision. (5 CCR 4632)

Upon notification by the CDE that the complainant has appealed the district's decision, the Superintendent or designee shall forward the following documents to the CDE: (5 CCR 4633)

1. A copy of the original complaint

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2. A copy of the decision
3. A summary of the nature and extent of the investigation conducted by the district, if not covered by the decision
4. A copy of the investigation file including, but not limited to, all notes, interviews, and documents submitted by the parties and gathered by the investigator
5. A report of any action taken to resolve the complaint
6. A copy of the district's uniform complaint procedures
7. Other relevant information requested by the CDE

The CDE may directly intervene in a complaint without waiting for action by the district when one of the conditions listed in 5 CCR 4650 exists, including when the district has not taken action within 60 calendar days of the date the complaint was filed with the district. (5 CCR 4650)

F. Civil Law Remedies

A complainant may pursue available civil law remedies outside of the district's complaint procedures. Complainants may seek assistance from mediation centers or public/private interest attorneys. Civil law remedies that may be imposed by a court include, but are not limited to, injunctions and restraining orders.

For complaints alleging discrimination, **harassment, intimidation, and bullying** based on state law, a complainant shall wait until 60 calendar days have elapsed from the filing of an appeal with the CDE before pursuing civil law remedies, provided the district has appropriately and in a timely manner apprised the complainant of his/her right to file a complaint in accordance with 5 CCR 4622. The moratorium does not apply to injunctive relief and to discrimination complaints based on federal law. (Education Code 262.3)

G. Record Retention

Records of complaints must be maintained for at least 36 months after settlement.

H. Responsible Administrative Unit

Educational Services

UNIFORM COMPLAINT PROCEDURES

I. Approved by Administrator of Division

Assistant Superintendent for Educational Services and Human Resources





EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. James C. Franco, Superintendent
FROM: Dr. Sheila Harrison, Assistant Superintendent of Educational Services & Human Resources
DATE: May 20, 2013
SUBJECT: Adopt Revised Board Policy 1312.3 Uniform Complaint Procedures (First Reading)

BACKGROUND: The Tracy Unified School District Board approved Board Policy 1312.3 on August 23, 2011. To address prohibited discrimination and possible violations of State and Federal laws governing educational programs, 5 CCR 4621 mandates districts to adopt uniform complaint policies and procedures consistent with the State's complaint procedures specified in 5 CCR 4600-4687. Pursuant to Education Code 234.1, as amended by AB 9 (Ch. 723, Statutes 2011), districts are required to adopt a process for receiving and investigating complaints alleging discrimination, harassment, intimidation, and bullying that meets the requirements specified in the law, including applicable timelines and an appeal process to follow if a complainant disagrees with the resolution of the complaint. The California Department of Education (CDE) monitors districts for compliance with these procedures through its Federal Program Monitoring (FPM) process. The FPM includes a review of written district policies and procedures for required language, including for discrimination, harassment, intimidation, and bullying against students pursuant to Education Code 234.1, and a review of records of required activities, such as annual notification provided to students, parents/guardians, employees, and other school community members.

RATIONALE: Revise Board Policy 1312.3 in accordance to Assembly Bill 1575 and to keep it current with the existing California Education Codes, laws, and California School Advisory Board (GAMUT). This revision complies with District Strategic Goal #1: Prepare all students for college and careers and District Strategic Goal #3: Provide a safe and equitable learning environment for all students and staff.

FUNDING: None

RECOMMENDATION: Adopt Revised Board Policy 1312.3 Uniform Complaint Procedures (First Reading)

Prepared by: Mr. Paul Hall, Director Student Services & Curriculum

UNIFORM COMPLAINT PROCEDURES

The Governing Board recognizes that the district has the primary responsibility to ensure compliance with applicable state and federal laws and regulations governing educational programs. The district shall investigate ~~complaints alleging failure to comply with such laws and/or alleging discrimination and shall seek to resolve those complaints in accordance with the district's uniform complaint procedures.~~ **and seek to resolve any complaints alleging failure to comply with such laws and/or alleging unlawful discrimination, harassment, intimidation, or bullying** in accordance with the uniform complaint procedures: (5 CCR 4620)

The district shall follow uniform complaint procedures when addressing complaints alleging unlawful discrimination against any protected group as identified under Education Code 200 and 220 and Government Code 11135, including actual or perceived sex, sexual orientation, gender, ethnic group identification, race, ancestry, national origin, religion, color, or mental or physical disability, or age, or on the basis of a person's association with a person or group with one or more of these actual or perceived characteristics in any district program or activity that receives or benefits from state financial assistance. (5 CCR 4610)

(cf. 0410 - Nondiscrimination in District Programs and Activities)
 (cf. 1312.1 - Complaints Concerning District Employees)
 (cf. 1312.2 - Complaints Concerning Instructional Materials)
 (cf. 3553 - Free and Reduced Price Meals)
 (cf. 4031 - Complaints Concerning Discrimination in Employment)
 (cf. 5141.4 - Child Abuse Prevention and Reporting)
 (cf. 5148 - Child Care and Development)
 (cf. 6159 - Individualized Education Program)
 (cf. 6171 - Title I Programs)
 (cf. 6174 - Education for English Language Learners)
 (cf. 6175 - Migrant Education Program)
 (cf. 6178 - Career Technical Education)
 (cf. 6200 - Adult Education)

The district shall use the uniform complaint procedures to resolve any complaint alleging unlawful discrimination, harassment, intimidation, or bullying in district programs and activities based on actual or perceived characteristics of race or ethnicity, color, ancestry, nationality, national origin, ethnic group identification, age, religion, marital or parental status, physical or mental disability, sex, sexual orientation, gender, gender identity, gender expression, or genetic information, or any other characteristic identified in Education Code 200 or 220, Penal Code 422.55, or Government Code 11135, or based on association with a person or group with one or more of these actual or perceived characteristics. (5 CCR 4610)

(cf. 0410 - Nondiscrimination in District Programs and Activities)
 (cf. 4030 - Nondiscrimination in Employment)
 (cf. 4031 - Complaints Concerning Discrimination in Employment)

TUSD Approved: August 23, 2011 (TBD)

UNIFORM COMPLAINT PROCEDURES

- (cf. 5131.2 - Bullying)
- (cf. 5145.3 - Nondiscrimination/Harassment)
- (cf. 5145.7 - Sexual Harassment)

Uniform complaint procedures shall also be used when addressing complaints alleging failure to comply with state and/or federal laws in adult education programs, consolidated categorical aid programs, migrant education, career technical and technical education and career technical and technical training programs, child care and development programs, child nutrition programs, and special education programs. (5 CCR 4610)

- (cf. 0410 - Nondiscrimination in District Programs and Activities)
- (cf. 1312.1 - Complaints Concerning District Employees)
- (cf. 1312.2 - Complaints Concerning Instructional Materials)
- (cf. 3553 - Free and Reduced Price Meals)
- (cf. 4031 - Complaints Concerning Discrimination in Employment)
- (cf. 5141.4 - Child Abuse Prevention and Reporting)
- (cf. 5148 - Child Care and Development)
- (cf. 6159 - Individualized Education Program)
- (cf. 6171 - Title I Programs)
- (cf. 6174 - Education for English Language Learners)
- (cf. 6175 - Migrant Education Program)
- (cf. 6178 - Career Technical Education)
- (cf. 6200 - Adult Education)

Uniform complaint procedures shall also be used to address any complaint alleging the district's failure to comply with the prohibition against requiring students to pay fees, deposits, or other charges for participation in educational activities, the requirements for the development and adoption of a school safety plan, and state and/or federal laws in adult education programs, consolidated categorical aid programs, migrant education, career technical and technical education and training programs, child care and development programs, child nutrition programs, and special education programs. (5 CCR 4610)

- (cf. 0450 - Comprehensive Safety Plan)
- (cf. 1312.1 - Complaints Concerning District Employees)
- (cf. 1312.2 - Complaints Concerning Instructional Materials)
- (cf. 3260 - Fees and Charges)
- (cf. 3320 - Claims and Actions Against the District)
- (cf. 3553 - Free and Reduced Price Meals)
- (cf. 3555 - Nutrition Program Compliance)
- (cf. 5141.4 - Child Abuse Prevention and Reporting)
- (cf. 5148 - Child Care and Development)
- (cf. 6159 - Individualized Education Program)

TUSD Approved: August 23, 2011 (TBD)

UNIFORM COMPLAINT PROCEDURES

(cf. 6171 - Title I Programs)
(cf. 6174 - Education for English Language Learners)
(cf. 6175 - Migrant Education Program)
(cf. 6178 - Career Technical Education)
(cf. 6178.1 - Work-Based Learning)
(cf. 6178.2 - Regional Occupational Center/Program)
(cf. 6200 - Adult Education)

~~Complaints related to sufficiency of textbooks or instructional materials, emergency or urgent facilities conditions that pose a threat to the health or safety of students or staff, and teacher vacancies and miss assignments shall be investigated pursuant to the district's Williams uniform complaint procedure (AR 1312.4).~~

~~(cf. 1312.4 - Williams Uniform Complaint Procedures)~~

The Board prohibits any form of retaliation against any complainant in the complaint process. Participation in the complaint process shall not in any way affect the status, grades, or work assignments of the complainant. (5 CCR 4621)

The Board encourages the early, informal resolution of complaints at the site level whenever possible.

The Board recognizes that a neutral mediator can often suggest a compromise that is agreeable to all parties in a dispute. In accordance with the uniform complaint procedures, whenever all parties to a complaint agree to try resolving the problem through mediation, the Superintendent or designee shall initiate that process. The Superintendent or designee shall ensure that the results are consistent with state and federal laws and regulations. **(5 CCR 4631)**

In investigating complaints, the confidentiality of the parties involved and the integrity of the process shall be protected. As appropriate for any complaint alleging discrimination, harassment, intimidation, or bullying, the Superintendent or designee may keep the identity of a complainant confidential to the extent that the investigation of the complaint is not obstructed. (5 CCR 4621)

(cf. 4119.23/4219.23/4319.23 - Unauthorized Release of Confidential/Privileged Information)
(cf. 5125 - Student Records)
(cf. 9011 - Disclosure of Confidential/Privileged Information)

The district's Williams uniform complaint procedures, AR 1312.4, shall be used to investigate and resolve any complaint related to the following:

TUSD Approved: August 23, 2011 (TBD)

UNIFORM COMPLAINT PROCEDURES

1. Sufficiency of textbooks or instructional materials
2. Emergency or urgent facilities conditions that pose a threat to the health or safety of students or staff
3. Teacher vacancies and miss-assignments
4. Deficiency in the district's provision of instruction and/or services to any student who, by the completion of grade 12, has not passed one or both parts of the high school exit examination

(cf. 1312.4 - Williams Uniform Complaint Procedures)

Legal Reference:

EDUCATION CODE

200-262.4 Prohibition of discrimination

8200-8498 Child care and development programs

8500-8538 Adult basic education

18100-18203 School libraries

32289 School safety plan, uniform complaint procedures

35186 Williams uniform complaint procedures

37254 Intensive instruction and services for students who have not passed exit exam

41500-41513 Categorical education block grants

48985 Notices in language other than English

49010-49013 Student fees

49060-49079 Student records

49490-49590 Child nutrition programs

52160-52178 Bilingual education programs

52300-52490 Career technical education

52500-52616.24 Adult schools

52800-52870 School-based program coordination

54000-54028 Economic impact aid programs

54100-54145 Miller-Unruh Basic Reading Act

54400-54425 Compensatory education programs

54440-54445 Migrant education

54460-54529 Compensatory education programs

56000-56867 Special education programs

59000-59300 Special schools and centers

64000-64001 Consolidated application process

GOVERNMENT CODE

11135 Nondiscrimination in programs or activities funded by state

12900-12996 Fair Employment and Housing Act

TUSD Approved: ~~August 23, 2011~~ (TBD)

UNIFORM COMPLAINT PROCEDURES

PENAL CODE

422.55 Hate crime; definition

422.6 Interference with constitutional right or privilege

CODE OF REGULATIONS, TITLE 5

3080 Application of section

4600-4687 Uniform complaint procedures

4900-4965 Nondiscrimination in elementary and secondary education programs

PENAL CODE

~~422.6 Interference with constitutional right or privilege~~

UNITED STATES CODE, TITLE 20

6301-6577 Title I basic programs

6601-6777 Title II preparing and recruiting high quality teachers and principals

6801-6871 Title III language instruction for limited English proficient and immigrant students

7101-7184 Safe and Drug-Free Schools and Communities Act

7201-7283g Title V promoting informed parental choice and innovative programs

7301-7372 Title V rural and low-income school programs

Management Resources:

WEB SITES

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

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

U.S. Department of Education, Office for Civil Rights: <http://www.ed.gov/about/offices/list/ocr/index.html>



HUMAN RESOURCES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources
DATE: May 28, 2013
SUBJECT: Authorize Declaration of Need for the 2013-2014 School Year

BACKGROUND: In order for Tracy Unified to apply for emergency permits with the California Commission on Teacher Credentialing, the governing board of a School District is required to certify that there may be an insufficient number of certificated persons who meet the District's employment criteria as listed on the attached forms.

RATIONALE: Each school year the District must submit an estimate of emergency permits we may need for the upcoming school year. This Declaration of Need must be approved by the District's School Board at a regular public meeting before being submitted to the California Commission on Teacher Credentialing.

This aligns with District Strategic Goal #5: Continuously improve fiscal, facilities and operational processes.

FUNDING: None.

RECOMMENDATION: Authorize Declaration of Need for the 2013-2014 School Year

Prepared by: Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources



State of California
Commission on Teacher Credentialing
Certification, Assignment and Waivers Division
1900 Capitol Avenue
Sacramento, CA 95811-4213

Email: credentials@ctc.ca.gov
Website: www.ctc.ca.gov

DECLARATION OF NEED FOR FULLY QUALIFIED EDUCATORS

- ☒ Original Declaration of Need for year: 2013-2014
☐ Revised Declaration of Need for year: _____

FOR SERVICE IN A SCHOOL DISTRICT

Name of District: TRACY UNIFIED SCHOOL DISTRICT District CDS Code: 75499

Name of County: SAN JOAQUIN County CDS Code: 39

By submitting this annual declaration, the district is certifying the following:

- A diligent search, as defined below, to recruit a fully prepared teacher for the assignment(s) was made
- If a suitable fully prepared teacher is not available to the school district, the district will make a reasonable effort to recruit based on the priority stated below

The governing board of the school district specified above adopted a declaration at a regularly scheduled public meeting held on 05 / 28 / 13 certifying that there is an insufficient number of certificated persons who meet the district's specified employment criteria for the position(s) listed on the attached form. The attached form was part of the agenda, and the declaration did NOT appear as part of a consent calendar.

► *Enclose a copy of the board agenda item*

With my signature below, I verify that the item was acted upon favorably by the board. The declaration shall remain in force until June 30, 2014.

Submitted by (Superintendent, Board Secretary, or Designee):

<u>Dr. Sheila Harrison</u>	_____	<u>Asst. Supt. of HR & Ed. Svc</u>
<i>Name</i>	<i>Signature</i>	<i>Title</i>
<u>209-830-3264</u>	<u>209-830-3260</u>	<u>May 4 2013</u>
<i>Fax Number</i>	<i>Telephone Number</i>	<i>Date</i>
<u>1875 W. Lowell Avenue - Tracy CA 95376</u>		
<i>Mailing Address</i>		
<u>smartin@tusd.net</u>		
<i>E-Mail Address</i>		

FOR SERVICE IN A COUNTY OFFICE OF EDUCATION, STATE AGENCY OR NONPUBLIC SCHOOL OR AGENCY

Name of County N/A County CDS Code _____

Name of State Agency _____

Name of NPS/NPA _____ County of Location _____

The Superintendent of the County Office of Education or the Director of the State Agency or the Director of the NPS/NPA specified above adopted a declaration on ____ / ____ / ____, at least 72 hours following his or her public announcement that such a declaration would be made, certifying that there is an insufficient number of certificated persons who meet the county's, agency's or school's specified employment criteria for the position(s) listed on the attached form.

The declaration shall remain in force until June 30, _____.

► *Enclose a copy of the public announcement*

Submitted by Superintendent, Director, or Designee:

Name	Signature	Title
Fax Number	Telephone Number	Date
Mailing Address		
E-Mail Address		

- This declaration must be on file with the Commission on Teacher Credentialing before any emergency permits will be issued for service with the employing agency

AREAS OF ANTICIPATED NEED FOR FULLY QUALIFIED EDUCATORS

Based on the previous year's actual needs and projections of enrollment, please indicate the number of emergency permits the employing agency estimates it will need in each of the identified areas during the valid period of this Declaration of Need for Fully Qualified Educators. This declaration shall be valid only for the type(s) and subject(s) identified below.

This declaration must be revised by the employing agency when the total number of emergency permits applied for exceeds the estimate by ten percent. Board approval is required for a revision.

Type of Emergency Permit	Estimated Number Needed
<input checked="" type="checkbox"/> CLAD/English Learner Authorization (applicant already holds teaching credential)	2
<input checked="" type="checkbox"/> Bilingual Authorization (applicant already holds teaching credential)	3
List target language(s) for bilingual authorization:	
<input type="checkbox"/> Resource Specialist	0
<input type="checkbox"/> Teacher Librarian Services	2
<input type="checkbox"/> Visiting Faculty Permit	0

LIMITED ASSIGNMENT PERMITS

Limited Assignment Permits may only be issued to applicants holding a valid California teaching credential based on a baccalaureate degree and a professional preparation program including student teaching.

Based on the previous year's actual needs and projections of enrollment, please indicate the number of Limited Assignment Permits the employing agency estimates it will need in the following areas:

TYPE OF LIMITED ASSIGNMENT PERMIT	ESTIMATED NUMBER NEEDED
Multiple Subject	0
Single Subject	5
Special Education	3
TOTAL	8

EFFORTS TO RECRUIT CERTIFIED PERSONNEL

The employing agency declares that it has implemented in policy and practices a process for conducting a diligent search that includes, but is not limited to, distributing job announcements, contacting college and university placement centers, advertising in local newspapers, exploring incentives included in the Teaching as a Priority Block Grant (refer to www.cde.ca.gov for details), participating in state and regional recruitment centers and participating in job fairs in California.

If a suitable fully prepared teacher is not available to the school district, the district made reasonable efforts to recruit an individual for the assignment, in the following order:

- A candidate who qualifies and agrees to participate in an approved intern program in the region of the school district
- An individual who is scheduled to complete initial preparation requirements within six months

EFFORTS TO CERTIFY, ASSIGN, AND DEVELOP FULLY QUALIFIED PERSONNEL

Has your agency established a District Intern program?

☒ Yes

☐ No

If no, explain. _____

Does your agency participate in a Commission-approved college or university intern program?

☒ Yes

☐ No

If yes, how many interns do you expect to have this year? 2

If yes, list each college or university with which you participate in an intern program.

San Joaquin COE; CSU Stanislaus; Brandman; Stanislaus COE; CSU East Bay

If no, explain why you do not participate in an intern program.