

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

**DATE: TUESDAY, OCTOBER 22, 2013**

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

**TIME: 5:30 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** Finding of Fact #13-14/#6, 11, 12, 13

**3.1.2** Application for Reinstatement #13-14/#10

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

**3.2 Human Resources**

**3.2.1** Consider Non-Paid Leave of Absence Request for Classified Employee #UCL-185, Pursuant to Article XXIII

**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**

6. **Closed Session Issues:** Pg. No.  
6a Finding of Fact #13-14/#6, 11, 12, 13  
**Action:** Motion \_\_; Second \_\_. **Vote:** Yes \_\_; No \_\_; Absent \_\_; Abstain \_\_.  
6b Report Out of Action Taken on Application for Reinstatement #13-14/#10  
**Action:** Motion \_\_; Second \_\_. **Vote:** Yes \_\_; No \_\_; Absent \_\_; Abstain \_\_.  
6c Report Out of Action Taken on Consider Non-Paid Leave of Absence Request for Classified Employee #UCL-185, Pursuant to Article XXIII  
**Action:** Motion \_\_; Second \_\_. **Vote:** Yes \_\_; No \_\_; Absent \_\_; Abstain \_\_.
7. **Approve Regular Minutes of October 8 2013.** 1-4  
**Action:** Motion \_\_; Second \_\_. **Vote:** Yes \_\_; No \_\_; Absent \_\_; Abstain \_\_.
8. **Student Representative Reports: Tracy High:** Mika Fithian; **West High:** Jessica Rasmussen; **Kimball High:** Lindsay Huckaba; **Stein High:** Karina Martinez and Steven Medina; **Williams Middle School:** Kayla Sok and Danae Underwood; **Poet Christian.**
9. **Recognition & Presentations:** An opportunity to honor students, employees and community members for outstanding achievement:  
9.1 North School Update  
9.2 Recognize and Congratulate the Commended Students in the 2014 National Merit® Scholarship Program: Sarah Y Bai, Yuvraj Grewal, Charles A. Quan, Hilarie Sit, Jamison M. Sloan, Peter B Van Ausdeln and Ahana Dhakal.
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:**  
11.1.1 Receive Report on Facilities Condition Assessment and the Viability of a General Obligation Bond to Modernize and Improve Facilities 5  
11.2 **Educational Services:**  
11.2.1 Receive District Discipline Review Board Year-End Report for the 2012-2013 School Year 6-10
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 \_\_.

	<b>Pg. No.</b>
<b>13.1 Administrative &amp; Business Services</b>	
<b>13.1.1</b> Accept the generous donations from the various individuals, businesses, and school site parent teacher associations listed herein with thanks and appreciation from the staff and students of the Tracy Unified School District	<b>11-12</b>
<b>13.1.2</b> Approve Assembly, Service, Business and Food Vendors	<b>13-20</b>
<b>13.1.3</b> Approve Accounts Payable Warrants (September, 2013) Separate Cover Item	<b>21</b>
<b>13.1.4</b> Approve Revolving Cash Fund Reports (September, 2013)	<b>22-23</b>
<b>13.1.5</b> Approve Payroll Reports (September, 2013)	<b>24-26</b>
<b>13.1.6</b> Ratify Routine Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda	<b>27-28</b>
<b>13.2 Educational Services</b>	
<b>13.2.1</b> Approve Agreement for Special Contract Services with the San Joaquin County Office of Education (SJCOE) Science and STEM Integration/Innovation to Facilitate the K-6 and 7-12 Science Curriculum Committee in Learning about and Implementing the Next Generation Science Standards for the 2013-2014 School Year	<b>29-33</b>
<b>13.2.2</b> Receive Update on Quarterly Williams/Valenzuela Uniform Complaint Reports for the Quarter Ending October 15, 2013	<b>34-35</b>
<b>13.2.3</b> Approve Agreement for Special Contract Services with Valley Community Counseling Services to Provide Counseling at Louis Bohn Elementary School for the 2013-2014 School Year	<b>36-38</b>
<b>13.2.4</b> Approve Agreement for Special Contract Services with Dr. Gary P. Gilroy as Guest Conductor for the 2014 Tracy Unified School District Tracy Honors Concert for a Total of Two Rehearsals, on January 24 and 25, 2014 and One Concert on January 25, 2014	<b>39</b>
<b>13.3 Human Resources</b>	
<b>13.3.1</b> Accept the Resignations/Retirements/Leaves of Absence for Certificated, Classified and/or Management Employees	<b>40-41</b>
<b>13.3.2</b> Approve Classified, Certificated and/or Management Employment	<b>42-43</b>
<b>13.3.3</b> Ratify Agreement for Special Contract Services for Eric Chaverri to Provide Filming for West High School Football Teams for the 2013 Season	<b>44-46</b>
<b>14. Action Items:</b> 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. NONE.	
<b>15. Board Reports:</b> An opportunity for board members to discuss items of particular importance or interest in the district.	
<b>16. Superintendent's Report:</b> An opportunity for the superintendent to share matters of special interest or importance which are not on the board agenda and/or special presentations of district programs or activities.	

**17. Board Meeting Calendar:**

- 17.1 November 12, 2013
- 17.2 December 10, 2013
- 17.3 January 14, 2014
- 17.4 January 28, 2014

**18. Upcoming Events:**

- |                                    |                              |
|------------------------------------|------------------------------|
| 18.1 November 11, 2013             | No School, Veterans' Day     |
| 18.2 November 25-29, 2013          | No School, Thanksgiving Week |
| 18.3 December 23 – January 3, 2014 | No School, Winter Break      |
| 18.4 January 20, 2014              | No School, MLK Day           |

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

**Minutes of  
Regular Meeting of the Governing Board  
For Tracy Unified School District  
Held on Tuesday, October 8, 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 #13-14/#3, 9, 10  
Lewis, Guzman. **Vote:** Yes-6; No-0; Absent-1(Crandall)
- Employees Present:** C. Minter, D. Cheeseman, M. Stagnaro, J. Anderson, T. Brown, B. Sawyer, B. Silver, C. Domenichelli, C. Woo, B. Carter, P. Hall, R. Riddle, T. Zamora, T. Peterson, B. Huff, K. Gregory, G. Wilson T. Henderson L. Cuaresma, R. Jimenez, P. Johnson
- Press:** D. Rizzo, Tracy Press
- Visitors Present:** B. Nehoran, L. Reed, I. Hong, A. Gupta, A. Singh, S. Gupta
- Minutes:** Approve Regular Minutes of September 24, 2013.  
**Action:** Vaughn, Gouveia. **Vote:** Yes-5; No-0; Abstain-2(Crandall, Silva)
- Student Rep Reports:** None.
- Recognition & Presentations:** 9.1 Jacobson Elementary School Update  
Principal, Cindy Sasser, and teachers, Lois Owen and Andrea Easley, presented a power point on Jacobson's implementation of the Common Core State Standards.  
  
Teachers are using current curriculum and extending to include more collaboration and real life research opportunities for their students and are giving them opportunities to take smarter balanced practice tests. They have continued with Nancy Fetzer strategies in reading and writing. They also have a new after school program featuring STEM (Science Technology Engineering and Math)  
  
Information has been provided to parent groups in JSPA, SSC, ELAC, and PIQE. Information is also available on the paw prints newsletter, school website, Facebook and parent information night.

Teachers receive information from management training and have been updated on the district transition and given articles on CCSS. There have been CISC presentations, and they are moving from data teams to PLCs (Professional Learning Communities) and focusing on authentic resources. Math Cadre and Literacy Leaders gave presentations comparing standards and gave sample activities. They have also had Nancy Fetzner training at all grade levels and a variety of strategies were implemented. They are also using the teaching channel and other web resources for common core lessons.

**9.2 Recognize and Congratulate the National Merit Scholars Semifinalists: Barak Nehoran, Luke Reed, Inyoung Hong, Aditya Dutta Gupta and Abhisek Singh**

Assistant Superintendent of Human Resources and Educational Services, Dr. Sheila Harrison, recognized the National Merit Scholar Semifinalists. These students have maintained an outstanding academic record throughout high school. This is a privately funded, not for profit organization. Since its founding, scholars have included technology pioneer Bill Gates and Amazon.com founded Jeff Bezos. The students were presented with certificates.

**Hearing of Delegations:**

Denise Cheeseman commented that this is the first time CSEA negotiations have taken this long. They only have had 4 articles to negotiate. She would like to remind the board that it has been since 2006-07 since CSEA has had a raise and is not sure when the last time the district portion of the health insurance was increased. They have taken furlough days, seen layoffs, and taken on heavier workloads. Each year the cost of health coverage has gone up. Morale is horrible and people are losing their homes. They are trying to come to an agreement and are in touch with other districts in the state. Their members are not stupid. They are not unreasonable and believe that they have been very fair. She would like to speed up the process and give them their fair share.

Renee Riddle believes that Common Core will provide an opportunity to make the library a truly instructional partner. Libraries are more essential than ever. While the district looks at the purchase of tablets for math adoption, there are not enough hours for libraries. Raises would help. They are here for the students.

Tony Zamora is a member of the CSEA negotiating team. Since 2006-07, their wages have gone down and bills and health care have gone up. Two things that have remained the same are the wages and amount of the health care cap that the district pays. Some employees are at wits end. The district reserves have gone up and CSEA takes credit in making that number possible. The team met today and put a fair offer on the table. The economy has gotten better and CSEA members deserve it.

**Information & Discussion Items:**

**11.1 Administrative & Business Services:**

**11.2 Educational Services:**

**11.2.1 Receive Report on the Accountability Progress Report (APR) for 2012-13**

Assistant Superintendent of Educational Services and Human

Resources, Dr. Sheila Harrison and Director of Curriculum, Accountability and Continuous Improvement, Dr. Carol Anderson-Woo, presented a power point which reviewed the Adequate Yearly Progress, Academic Performance Index and Program Improvement Status.

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

**Consent Items:** **Action:** Lewis, Guzman. **Vote:** Yes-7; No-0.

13.1 **Administrative & Business Services:**

13.1.1 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

13.1.2 Approve Assembly, Service, Business and Food Vendors

13.1.3 Approve Accounts Payable Warrants (July-August, 2013)  
Separate cover Item

13.1.4 Approve Revolving Cash Fund Reports (July-August, 2013)

13.1.5 Approve Payroll Reports (July-August, 2013)

13.2 **Educational Services:**

13.2.1 Ratify Agreement for Special Contract Services with Counseling and More (CAM) to Provide Parent Liaison Services to Monte Vista Middle School throughout the 2013-2014 School Year

13.2.2 Approve Overnight Travel for Tracy High School Varsity Girls' Basketball Team to Participate in the Wine Valley Tournament in Napa, CA on December 19-21, 2013

13.2.3 Approve Agreement for Special Contract Services with The Gallo Center of Arts and Tracy Unified School District (McKinley Elementary School) to Provide a One-Day Assembly for Students on October 29, 2013

13.2.4 Ratify Agreement for Special Contract Services with A Show of Hands, Sign Language Interpreting Services for the 2013 – 2014 School Year

13.2.5 Approve Overnight Travel for the Kimball High School (KHS) Cross Country Team and Coaches to Attend the Mount San Antonio Community College (Mt. SAC) Invitational in Walnut, CA on October 25-27, 2013

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:** None.

14.1.1 Approve a Pool of Lease-Leaseback Contractors for Future Projects; and, Approve the Release of a Request for Proposals for the Tracy High School E. B. Theater Renovation and Ag Science Building Renovation

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

**Board Reports:**

Trustee Lewis attended an informative facility meeting and should have an informational presentation coming up at the next board meeting regarding projects for a future facility bond and consideration of repair work to some of our schools. Trustee Costa attended the Tracy v. West football game and felt the students were well behaved. Trustee Gouveia passed. Trustee Guzman is looking forward to the information on the bond and working on some of those schools. He attended a charter meeting this morning and they are working on the agreements and should be getting close with them. The Tracy v. West was a good game and both teams gave their best. The facility was great. Trustee Crandall agrees that timing is everything. He feels that it's a shame that deferred maintenance funds got jumbled in with general fund money due to the state budget problems. Trustee Vaughn thanked Dr. Harrison and Dr. Woo for their hard work on the APR report. It's great to see how many schools have come so far in a short period of time. Trustee Silva attended both the charter and facilities meetings and agrees that the bond is going to be up for consideration for some of our critical needs and we could really make a difference in making our school sites at a level that facilitate good learning environments. Also attended the Tracy v. West game. He congratulated both programs and commented that there was great sportsmanship. It's nice that most of them are friends. He congratulated Bonny for her work on facilities issues and Sheila and Carol on the APR scores.

**Superintendent Report:**

Dr. Franco again recognized and thanked our national scholar semifinalist. The teaching staff must feel confident with the work they are doing to produce such results. Over the next few we will be celebrating our high school homecomings. The enthusiasm is starting for a facilities bond.

8:36 p.m.

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
Date





# BUSINESS SERVICES MEMORANDUM

**TO:** Dr. James C. Franco, Superintendent  
**FROM:** Dr. Casey Goodall, Associate Superintendent of Business Services  
**DATE:** October 10, 2013  
**SUBJECT:** **Receive Report on Facilities Condition Assessment and the Viability of a General Obligation Bond to Modernize and Improve Facilities**

**BACKGROUND:** At the June 25, 2013 meeting the Tracy Unified School District Board of Trustees authorized staff to proceed with a Feasibility Study that would allow the district to assess the needs of all schools within the District and determine the scope and cost of achieving a safe, equitable, and standard learning environment for all students and staff within the District.

The District has established the characteristics of a standard instructional setting which has been achieved at schools that have been modernized. Those older schools in the District that have not been substantially renovated, in some cases, fall short of the established standard and many of the schools lack some elements of the established instructional learning environment. Additionally, the District is required by Education Code 47614(b) to accommodate charter school students in conditions reasonably equivalent to those in which the students would be accommodated if they were attending public schools of the school district providing facilities.

**RATIONALE:** The facilities Assessment that has been prepared by RGM and Associates will be used as a planning tool in determining Facilities and Maintenance Department funding needs. The study outlines TUSD's most critical needs and evaluates health and safety, structural and infrastructure improvements needed at the District's schools. The assessment will also be used to develop recommendations for financing critical improvements as they are needed to maintain and improve school facilities.

A summary of findings and conclusions resulting from this study will be presented at the October 10<sup>th</sup> Board Meeting.

**FUNDING:** General Fund and Developer Fees

**RECOMMENDATIONS:** Receive Report on Facilities Condition Assessment and the Viability of a General Obligation Bond to Modernize and Improve Facilities.

**Prepared by:** Bonny Carter, Director of Facilities and Planning.



# EDUCATIONAL SERVICES MEMORANDUM

---

**TO:** Dr. James Franco, Superintendent  
**FROM:** Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources  
**DATE:** October 7, 2013  
**SUBJECT:** Receive District Discipline Review Board Year-End Report for the 2012-2013 School Year.

**BACKGROUND:** As requested by Trustees in previous years, attached please find a year-end report on the student discipline cases handled by the District Discipline Review Board during the 2012-2013 school year.

**RATIONALE:** The expulsion cases are broken down by the school in which they occurred and the subsection violations (a) through (r) of Education Code 48900; 48915 (a-1) through (c-5) and 48900.2 through 48900.7. Many of the cases recommended to the District Discipline Review Board involved more than one violation of the Education Code. However, the statistics outlined in the report indicate the rationale for the students' recommended expulsion.

Included in the report is a table that contains information regarding the number of offenses in the Tracy Unified School District involving the possession and/or use of alcohol or drugs. This agenda item supports District Strategic Goal #3: Provide a safe and equitable learning environment for all students and staff.

**FUNDING:** No cost

**RECOMMENDATION:** Receive District Discipline Review Board Year-End Report for the 2012-2013 School Year.

**Prepared By:** Paul Hall, Director of Student Services and Curriculum

## 2012-2013 YEAR-END SUMMARY REPORT

1. The District Disciplinary Review Board handled a total of 72 expulsion cases during the 2012-2013 school year. The school breakdown is as follows:

<u>School</u>		<u>Number of Expulsions</u>
George Kelly Elementary	(K-8)	1
North Elementary	(K-8)	1
Monte Vista Middle School		11
Williams Middle School		6
Stein High School		2
Tracy High School		22
West High School		15
Kimball High School		12
Willow Community Day School		2

2. The Board of Trustees dealt with a total of 72 expulsion cases this school year as compared to 105 last school year. This is a **decrease of 33** expulsion cases.
3. Of the 72 students who were recommended for expulsion during the 2012-2013 school year :
- \* 18 of the students were allowed to remain in school on probation (suspended expulsion)
  - \* 2 of these students violated one or more conditions of their probation and were subsequently expelled from school.

<b>72</b>	<b>Recommended</b>
<b><u>-18</u></b>	<b>Suspended Expulsions</b>
<b>54</b>	
<b><u>+ 2</u></b>	<b>Violated</b>
<b>56</b>	<b>Total students expelled from Tracy Unified Schools</b>

5. There were thirty-eight (38) applications for reinstatement.
- \* Of the 38 applications, 35 students completed the conditions of their expulsion order and were allowed to return to an appropriate program within the Tracy Unified School District.
  - \* Of the 35 students allowed to return to the District, 1 student violated a subsection of Education Code 48900 and were subsequently expelled again.

**DISTRICT DISCIPLINARY REVIEW BOARD  
YEAR END REPORT 2012-2013  
BREAKDOWN OF EXPULSION CASES BY VIOLATION**

ED. CODE 48900	THS	WHS	STEIN	KHS	MVMS	WMS	BE	FRE	KELLY	NE	PC	WILLOW	TOTAL
(a-1)	3	2		2								1	8
(a-2)	5	3			1	1							10
(b)		1		1									2
(c)	7	2	1	4	3	2							19
(d)													
(e)													
(f)					1								1
(g)		2											2
(h)													
(i)													
(j)													
(k) *	2			1	4	1						1	9
(l)													
(m)													
(n)													
(o)													
(p)													
(q)													
(r)													
<b>TOTAL</b>	17	10	1	8	9	4						2	51

Abbreviations:

THS/Tracy High; WHS/West High; KHS/Kimball High; MVMS/Monte Vista; WMS/Williams; BE/Bohn; FRE/Freiler; NE/North; PC/Poet Christian.

\* KHS (k) 1 did not do MSAC; THS (k) 2 did not do MSAC; WMS (k) 1 for defiance; MVMS (k) 3 for days; 1 did not do MSAC; Willow: (k) 1 defiance

**DISTRICT DISCIPLINARY REVIEW BOARD  
YEAR END REPORT 2012-2013  
BREAKDOWN OF EXPULSION CASES BY VIOLATION**

<b>ED. CODE</b>	<b>THS</b>	<b>WHS</b>	<b>STEIN</b>	<b>KHS</b>	<b>MVMS</b>	<b>WMS</b>	<b>BE</b>	<b>FRE</b>	<b>KELLY</b>	<b>NE</b>	<b>POET</b>	<b>S/WP</b>	<b>VE</b>	<b>TOTAL</b>
<b>48915</b>														
(a)(1)				1										1
(a)(2)	1	3	1		1	1			1					8
(a)(3)														
(a)(4)														
(a)(5)														
(c)(1)														
(c)(2)														
(c)(3)		1		2		1								4
(c)(4)														
(c)(5)														
48900.2					1					1				2
48900.3														
48900.4														
48900.7	4	1		1										6
<b>TOTALS</b>	<b>5</b>	<b>5</b>	<b>1</b>	<b>4</b>	<b>2</b>	<b>2</b>			<b>1</b>	<b>1</b>				<b>21</b>

Abbreviations:

THS/Tracy High; WHS/West High; KHS/Kimball High; MVMS/Monte Vista; WMS/Williams; BE/Bohn; FRE/Freiler; NE/North; S/WP/South-West Park; VE/Villalovoz.

**TRACY UNIFIED SCHOOL DISTRICT**

**CASES INVOLVING THE POSSESSION OR  
USE OF ALCOHOLIC BEVERAGE**

	09-10	10-11	11-12	12-13
<b>Number of Students</b>	24	38	17	8

**TRACY UNIFIED SCHOOL DISTRICT  
CASES INVOLVING THE POSSESSION OR USE OF DRUGS**

	09-10	10-11	11-12	12-13
<b>Number of Students</b>	132	87	94	82

First offense alcohol or drug cases, unless combined with another violation of Education Code 48900, resulted in a student being suspended for a minimum of five (5) days, required to complete a Mandatory Substance Abuse Counseling Program and placed on a minimum of nine (9) weeks social/activity probation.



# BUSINESS SERVICES MEMORANDUM

**TO:** Dr. James C. Franco, Superintendent  
**FROM:** Dr. Casey Goodall, Associate Superintendent for Business Services  
**DATE:** October 4, 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:

Hirsch Elementary School:

1. Tracy Unified School District/Hirsch Elementary School: From the Hirsch Elementary Parent Teacher Organization in the amount of \$1,000.00 (ck. #423). This donation will be used towards expenses related to the computer lab and student materials.

Kelly School:

1. Tracy Unified School District/Kelly School: From the Kelly School Parent Teacher Organization in the amount of \$559.10 (ck. #5493). This donation will be divided among the teacher's site accounts.

Tracy High School:

1. Tracy Unified School District/Tracy High School: From the Tracy High Football Boosters in the amount of \$3,000.00 (ck. #1032). This donation is being used for uniforms for the Tracy High football teams.

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

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

**FUNDING:** Sites and departments of the District will incur responsibilities and costs associated with (some) of the donations which include, but are not limited to, supplies,

repairs, maintenance of equipment, disposal/recycling. All items accepted by the Board of Trustees of the Tracy Unified School District are directed to the District's warehouse through the Materials Management Department for inclusion on the inventory list, marking for distribution and identification prior to site or department use or placement. All items needing inspection prior to installation or use are scheduled through the Materials Management and Operations and/or the Facilities Developments and budgeted accordingly. All technology items are reviewed and approved by the Director of Information Services and Educational Technology, prior to Board presentation.

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

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





# BUSINESS SERVICES MEMORANDUM

**TO:** James Franco, Superintendent  
**FROM:** C. Goodall, Associate Superintendent for Business Services  
**DATE:** October 9, 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

Date Board Approved	Vendor	Insurance Expires
<p align="center"><b>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.</b></p> <p align="center"><b>FLAMES ARE PROHIBITED INDOORS ON DISTRICT PROPERTY - SEE SPECIFICS UNDER FOOD VENDOR BELOW!</b></p>		
<p align="center"><b>↓ ADDING THE FOLLOWING VENDORS FOR BOARD APPROVAL ↓</b></p> <p align="center"><b>Barbizon Performing Arts Academy - Jamie Sorenson -</b> 415-583-3055, jamie@barbizon.tv <span style="float: right;">7/8/2014</span></p>		
<p align="center"><b>↓ APPROVED LIST BELOW BY EXPIRATION DATE ↓</b></p>		
8/28/12	<b>One Day At A Time, Inc.</b> - Youth conflict management, Gang intervention and gang awareness. Johnny Rodrigues- 925-437-3574. www.odatec.org	10/30/2013
3/8/11	<b>Peacemakers</b> - Paul Hall -phall@tusd.net or Kevin James - kev4jam@sbcglobal.net	11/1/2013
2/12/13	<b>Dataworks-No Parent Left Behind Parent Program.</b> 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	<b>Mad Science</b> - 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	<b>Kaiser Permanente</b> - Dean Starnes, dean.starnes@kp.org, 510-987-2223, www.Kp.org/etp/ncal, Programs "Community Troupe", PEACE Signs" "The Best Me", "Nightmare on Puberty ST." and "Secrets".	1/1/2014

9/10/2013	<b>The Fisher Agency</b> - Speaker trainers for schools and businesses. Programs are customized for junior high and high school assemblies, student leadership conferences, vocational education programs, teacher in services, educational associations, conventions and parent meetings. Chris Fisher - 925-352-8309, chris@tfaspeakers.com, www.tfaspeakers.com	1/6/2014
8/9/11	<b>Graphic &amp; Wear</b> , Steve Lewis, gicts@sbcglobal.net, steve@gicgraphicwear.com, www.gicgraphicwear.com, 723-9817	1/9/2014
3/12/13	<b>Entourage Events SF</b> - DJ & lighting Services and Photo Booth, Derek Mizuno, 510-921-4373, booking@entourageeventssf.com. Find them on Yelp & Facebook	1/18/2014
5/8/12	<b>International Printing Museum</b> - Mark Barbour. 310-515-7166, mail@printmuseum.org, www.printmuseum.org	1/30/2014
9/13/11	<b>California Weekly Explorer, Inc.</b> - History Programs, Barry Hovis, 714-247-2250, barrycwe@aol.com, info@californiaweekly.com, www.californiaweekly.com	2/1/2014
10/11/11	<b>Rumors Productions</b> - Jenna Teyshak/Jon Tyner - 640-8000, jenna@rpcdj.com, www.rpcdj.com	2/1/2014
8/25/09	<b>Soul Shoppe</b> - Vicki Abadesco, Phone: 510-338-3231, info@soulshoppe.com, support@soulshoppe.com. www.soulshoppe.com	2/1/2014
11/13/07	<b>Bureau of Lectures &amp; Ancient Artifacts</b> - John Tacha or Terry Lyman 800.255.0084, (FIRE SHOW OR WEAPONS NOT ALLOWED) www.assemblyline.com/index.html bureau@assemblyline.com	2/5/2014
2/26/13	<b>Elite Entertainment</b> Professional DJ Services, Photo Booth, Audio & Visual, Greg Wallace, 952-3548, elitedj@aol.com, www.elitedj4u.com	2/15/2014

4/12/11	<b>LMG Attractions-</b> DJ and Emcee, Business Audio Visual, Event Planning, Professional Sound and Audio. Dave Tillman 209-275-0226, www.lmgattractions.com	3/1/2014
9/11/12	<b>Give Every Child A Chance,</b> Tutor Mentoring Program, 855-0702, www.gecacracy.org	3/6/2014
9/25/2012	<b>Central Valley Party</b> - party rental supplies, on-site events. Archille Hubbner - 832-8890, info@centralvalleypartyrentals.com. Www.centralvalleypartyrentals.com	3/21/2014
4/23/13	<b>Music Systems,</b> Disc Jockey Services, Omar Rodriguez, 640-1442, omar@music-systems.com, www.music-systems.com	3/27/2014
5/28/13	<b>Gallo Center for the Arts,</b> Bullying Prevention Performance, "The Bully Buster Rides Again". Raul Garcia, 338-5020, rgarcia@galloarts.org, www.galloarts.org	4/9/2014
5/28/13	<b>Recruiting Realities</b> - Athlete Recruitment for college (parents and coaches). Lucy Cohen - 800-242-0165, jackrenkens@earthlink.net, www.recruitingrealities.com	4/15/2014
5/14/13	<b>Summit Solutions Consultation,</b> Facilitator of E15 Motivational speaker, Chris Stevens, 607-9113, chris@summitsolutionsconsulting.com, www.summitsolutionsconsulting.com	4/23/2014
2/12/08	<b>Ravioli the Clown</b> - Denis Martinez - 835.3535, www.raviolitheclown.com	5/1/2014
4/23/13	<b>Rick Sullivan, Lenard "The Kyd" Jacskson</b> teenage comedian. (510) 228-7038, ugotjokes@comcast.net, www.ugotjokes.net	5/1/2014
2/12/08	<b>Sparkles the Clown,</b> Terry Donaldson - 835-8383, www.sparklesdelight.com	5/1/2014

9/13/11	<b>Youth for Christ - Point Break</b> Adolescent Resources. Violence Prevention Services. Contact Joan Stone in Prevention Services 830-3218.	5/1/2014
9/13/11	<b>Athletic Perfection</b> - Cheer Routine choreography. Jennifer Moore 609-8736, jennwhip29@hotmail.com, julie@athleticperfectioncheer.com, www.athleticperfectioncheer.com	5/14/2014
9/11/12	<b>Camfel Productions-</b> A Multi Media Production. Veronica Loya, 626-960-6922, veronica@camfel.com. www.camfel.com	6/1/2014
2/14/12	<b>Sound Wave Mobile DJ</b> - David Gomes-510-938-7903, info@soundwavemobiledj.com, www.soundwavemobiledj.com	6/1/2014
12/13/11	<b>Main Street Music</b> - Ken & Diana Cefalo, kencefalo@yahoo.co, dcefalo@sbcglobal.net,	6/3/2014
2/14/12	<b>PIQE-Parent Institute for Quality Education</b> - Teresa Guerrero, 238-9496/484-8404, tguerrero@piqe.org, www.piqe.org	6/10/2014
9/25/2012	<b>SOS Entertainment</b> - Sound, Lighting & Event Production Company. Derek Sage - 661-424-1767, info@sosentertainment.com, www.sosentertainment.com	6/25/2014
4/23/13	<b>SJC Child Abuse Prevention Council</b> , Lindy Turner-Hardin, 464-4524, lturner@nochildabuse.org, www.nochildabuse.org	7/1/2014
3/8/11	<b>Dr. Andrew Trosien, DDS.</b> Oral Hygiene Instructions. Call Megan or Julie at 833-1240	7/1/2014
2/14/12	<b>CAM Counseling and More</b> - Lettie Ordone. 640-4179, 832-1094, lordonecam@yahoo.com. Www.lordonecam.com	8/7/2014

2/26/13	<b>Media Fusion Studios</b> , Video Production, Nick Xanttopulos, 957-4021, nick@mediafusionstudios.com, www.mediafusionstudios.com	8/22/2014
1/25/11	<b>Sorren Bennick Productions</b> - Power of One Anti-Bullying Program, Sorren Bennick 1-866-816-5808, sorenbennick@sorenbennick.com; To view a video clip of the show, go to www.sorenbennick.com; enter the Power of One section, click on the Principals Only field, and use the password: "impact" and the username: "impact".	9/18/2014
10/25/11	<b>Amos Productions-DJ Services</b> . Nicole - 1800-693-5003 or 925-449-3847. nicole@amospro.com or info@amospro.com	9/20/2014
10/8/13	<b>DJ HighTop</b> - DJ Services, Miguel Fonseca, 415-756-2856, djhightop@sbcglobal.net, www.djhightop.com	10/24/2014
2/23/10	<b>Boys Scouts</b> - Civil War History presentation Preston Gilliam, 209-830-1870 or pgilliam@pacbell.net	NO Charge, Tier 1
5/26/09	<b>Cowboys &amp; Kids Reach Assembly</b> , Penny Conway, www.reachkids.com, reachme@theriver.com	NO Charge, Tier 1
5/8/12	<b>Dairy Council of CA Mobile Dairy Classroom</b> , Leona Bettencourt, 916-263-3560 x413, ibettencourt@dairycouncilofca.org. Www.dairycouncilofca.org. <b>Must follow Animal Policy Guidelines AR 6163.1</b>	NO Charge, Tier 1
4/28/09	<b>District 5 Dairy Princess</b> , 639-1715	NO Charge, Tier 1
5/26/09	<b>Get Real Behind The Wheel</b> , Safe Driving Assembly targeted at 8th, 9th & 10th graders. Ken Ucci 408-680-4881 or Tom Simpson 612-4222. www.getrealbehindthewheel.org	NO Charge, Tier 1
2/10/09	<b>JOE FOSS Institute</b> , 480.348.0316, www.jfiweb.org	NO Charge, Tier 1

10/23/07	<b>Lawrence Hall of Science</b> , 510-642-1700, pfsreq@berkeley.edu, www.lawrencehallofscience.org	NO Charge, Tier 1
10/9/07	<b>McDonalds</b> Tammi Beck 916-962-1982	NO Charge, Tier 1
10/9/07	<b>NASA</b> Karin Costa 650-604-6077	NO Charge, Tier 1
10/9/07	<b>Otto the Auto</b> Wendy Sanchez 415-565-2676 wendy_sanchez@csaa.com	NO Charge, Tier 1
10/9/07	<b>Sandia Labs</b> Joel Lipkan - jlipkin@comcast.net	NO Charge, Tier 1
12/13/11	<b>Stockton Ports Baseball By The Books</b> - 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
<p><b>*Section 308.3 Open Flame.</b> A person shall not utilize or allow to be utilized, an open flame in connection with a public meeting or gathering for purposes of deliberation, worship, entertainment, amusement, instruction, education, recreation, awaiting transportation or similar purpose in Group A or E occupancies in accordance with Appendix Chapter 1, Section 105.6.</p>		
<p><b>Please remind your staff that candles, incense, cigarettes, or any item with an open flame are not permitted anywhere on school property.</b> Per the Tracy Fire Inspector, failure to comply with this requirement can result in personal and/or District fines ranging from \$250 – 1,000.</p>		
<p><b>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.</b></p>		
<p><b>↓APPROVED FOOD VENDORS↓</b></p>		
5/8/12	<b>Oh My Dawgs Inc.</b> , Food Catering. Uoxina Aguirre - 836-0093, uoxina@comcast.net. www.ohmydawgs.com	10/12/2013
10/25/11	<b>Mi Espiranza</b> - Restaurant Catering. Call Omar Mendoza and Candida Ramiriz at 832-3020.	10/16/2013

12/11/12	<b>Freebirds Burrito Restaurant</b> - Ethel Birrell - 835-6000 or 559-392-3251. ebirrell@freebirds.com. Www.freebirds.com	11/21/2013
12/8/09	<b>Texas Roadhouse</b> - Tim Lund, 830-1133, store_tracy@texasroadhouse.com	12/1/2013
9/25/2012	<b>Squeeze Inn Restaurant</b> - Food catering. Dean Davis - 833-7992 or 331-3228. www.tracy.thesqueezeinn.com	1/12/2014
2/26/13	<b>Taqueria Maguey Restaurant</b> - Mexican food catering. Contact Javier - 832-1059. 2242 Grantline Rd. Tracy	2/3/2014
11/12/13	<b>Menchie's Frozen Yogurt</b> , Adele Boch, 612-5285, adelebloch@yahoo.com, www.menchies.com	6/6/14
10/23/12	<b>Rainbow Italian Ice</b> - Tonya or Jayson Griffith-510-491-5689, italianicegirl2012@yahoo.com or 510-591-6693. www.rainbowitalianice.com.	9/4/2014





# BUSINESS SERVICES MEMORANDUM

---

**TO:** Dr. James Franco, Superintendent  
**FROM:** Dr. Casey Goodall, Assoc. Superintendent of Business Services  
**DATE:** October 10, 2013  
**SUBJECT:** Approve Accounts Payable Warrants (September, 2013)

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

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

**FUNDING:** N/A

**RECOMMENDATION:** Approve Accounts Payable Warrants (September, 2013).

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



# BUSINESS SERVICES MEMORANDUM

---

**TO:** Dr. James Franco, Superintendent  
**FROM:** Dr. Casey Goodall, Assoc. Superintendent of Business Services  
**DATE:** October 10, 2013  
**SUBJECT:** Approve Revolving Cash Fund Reports (September, 2013)

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

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

**FUNDING:** N/A.

**RECOMMENDATION:** Approve Revolving Cash Fund Reports (September, 2013).

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

10/01/13

**TUSD**  
**REVOLVING CASH FUND**  
 September 2013

<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Memo</u>	<u>Paid Amount</u>
9/5/2013	8877	Mark's Donuts & Yogurt	PO14-00431	
			01-0000-0-0000-7150-4300-800-1013	-38.35
TOTAL				-38.35
9/6/2013	8878	ROSICRUCIAN EGYPTIAN MUSE...	PO14-01033 10/10/2013 FIELD TRIP	
			01-3010-0-1110-1000-4300-340-3502	-750.00
TOTAL				-750.00
9/6/2013	8879	ROSICRUCIAN EGYPTIAN MUSE...	PO14-01033 10/11/2013 FIELD TRIP	
			01-3010-0-1110-1000-4300-340-3502	-750.00
TOTAL				-750.00
9/9/2013	8880	TOGO'S	PO14-00430 BOARD DINNER	
			01-0000-0-0000-7150-4300-810-1001	-97.50
TOTAL				-97.50
9/23/2013	8881	Mark's Donuts & Yogurt	PO14-00431	
			01-0000-0-0000-7150-4300-800-1013	-54.40
TOTAL				-54.40
9/23/2013	8882	KINDER'S MEATS	PO14-00428 BOARD DINNER	
			01-0000-0-0000-7150-4300-810-1001	-114.14
TOTAL				-114.14



# BUSINESS SERVICES MEMORANDUM

---

**TO:** Dr. James C. Franco, Superintendent  
**FROM:** Dr. Casey Goodall, Associate Superintendent for Business Services  
**DATE:** September 30, 2013  
**SUBJECT:** Approve Payroll Reports (September, 2013)

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

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

**FUNDING:** N/A

**RECOMMENDATION:** Approve Payroll Report

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

Pay Date 09/10/2013

LABOR DISTRIBUTION FOR EMPLOYEE SUMMARY

Fund	01	SACS Object	Amount	
		1100	227,391.69	Teachers' Salaries
		1200	3,064.71	Cert Pupil Support Salaries
		1300	3,494.01	
		1900	5,118.78	
		2100	20,709.41	Instructional Aides' Salaries
		2200	135,134.28	Classified Support Salaries
		2300	1,677.57	Class Suprvsrs' & Admins' Sal
		2400	26,327.76	Clerical & Office Salaries
		2900	1,375.39	Other Classified Salaries
		<b>Total Labor</b>	<b>424,293.60</b>	
Fund	01	SACS Object	Amount	
		3101	18,100.79	STRS On 1000 Salaries
		3202	5,270.23	PERS On 2000 Salaries
		3301	3,682.14	
		3302	13,169.06	
		3402	28.68	
		3501	118.05	State Unemploy On 1000 Salary
		3502	92.63	State Unemploy On 2000 Salary
		3601	4,802.58	Worker'S Comp Ins On 1000 Sal
		3602	3,721.71	Worker'S Comp Ins On 2000 Sal
		<b>Total Contributions</b>	<b>48,985.87</b>	
Fund	12	SACS Object	Amount	
		2100	543.03	Instructional Aides' Salaries
		2900	274.08	Other Classified Salaries
		<b>Total Labor</b>	<b>817.11</b>	
Fund	12	SACS Object	Amount	
		3102	9.00	STRS On 2000 Salaries
		3202	23.78	PERS On 2000 Salaries
		3302	43.24	
		3502	0.40	State Unemploy On 2000 Salary
		3602	16.43	Worker'S Comp Ins On 2000 Sal
		<b>Total Contributions</b>	<b>92.85</b>	
Fund	13	SACS Object	Amount	
		2200	14,288.91	Classified Support Salaries
		<b>Total Labor</b>	<b>14,288.91</b>	
Fund	13	SACS Object	Amount	
		3202	665.84	PERS On 2000 Salaries
		3302	1,000.33	
		3502	7.13	State Unemploy On 2000 Salary
		3602	287.07	Worker'S Comp Ins On 2000 Sal
		<b>Total Contributions</b>	<b>1,960.37</b>	

Selection Grouped by Fund - Sorted by Object, (Organization = 75, Pay Schedule Type = 1)



Pay Date 09/30/2013

## LABOR DISTRIBUTION FOR EMPLOYEE SUMMARY

Fund	01	SACS Object	Amount	
		1100	4,302,613.71	Teachers' Salaries
		1200	243,871.05	Cert Pupil Support Salaries
		1300	389,761.49	Cert Suprvrs' & Admins' Sal
		1900	72,197.50	Other Certificated Salaries
		2100	297,917.99	Instructional Aides' Salaries
		2200	571,240.94	Classified Support Salaries
		2300	118,368.10	Class Suprvrs' & Admins' Sal
		2400	341,480.79	Clerical & Office Salaries
		2900	35,062.21	Other Classified Salaries
		<b>Total Labor</b>	<b>6,372,513.78</b>	
Fund	01	<b>SACS Object</b>	<b>Amount</b>	
		3101	406,588.52	STRS On 1000 Salaries
		3201	8,620.55	PERS On 1000 Salaries
		3202	150,751.46	PERS On 2000 Salaries
		3301	65,980.92	
		3302	93,528.20	
		3401	581,843.93	
		3402	225,201.24	
		3501	2,504.32	State Unemploy On 1000 Salary
		3502	680.58	State Unemploy On 2000 Salary
		3601	100,634.71	Worker'S Comp Ins On 1000 Sal
		3602	27,408.51	Worker'S Comp Ins On 2000 Sal
		3701	89,787.12	
		3702	54,814.68	
		<b>Total Contributions</b>	<b>1,808,344.74</b>	
Fund	12	<b>SACS Object</b>	<b>Amount</b>	
		2100	6,027.30	Instructional Aides' Salaries
		2400	2,141.50	Clerical & Office Salaries
		<b>Total Labor</b>	<b>8,168.80</b>	
Fund	12	<b>SACS Object</b>	<b>Amount</b>	
		3102	161.22	STRS On 2000 Salaries
		3202	470.41	PERS On 2000 Salaries
		3302	329.73	
		3402	651.94	
		3502	4.08	State Unemploy On 2000 Salary
		3602	164.14	Worker'S Comp Ins On 2000 Sal
		<b>Total Contributions</b>	<b>1,781.52</b>	
Fund	13	<b>SACS Object</b>	<b>Amount</b>	
		2200	89,935.02	Classified Support Salaries
		2300	21,947.38	Class Suprvrs' & Admins' Sal
		2400	13,981.54	Clerical & Office Salaries
		<b>Total Labor</b>	<b>125,863.94</b>	
Fund	13	<b>SACS Object</b>	<b>Amount</b>	
		3202	11,277.78	PERS On 2000 Salaries
		3302	8,512.80	
		3402	14,825.43	
		3502	62.95	State Unemploy On 2000 Salary
		3602	2,528.97	Worker'S Comp Ins On 2000 Sal
		<b>Total Contributions</b>	<b>37,207.93</b>	



# BUSINESS SERVICES MEMORANDUM

**TO:** Dr. James C. Franco, Superintendent  
**FROM:** Dr. Casey Goodall, Associate Superintendent for Business Services  
**DATE:** October 11, 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: Connell Lindh, Consultant  
Site: Tracy Unified School District  
Item: Proposal  
Services: Consultant to analyze the school district's ability to hold a School  
Bond Election in June 2014.  
Cost: \$15,000.00  
Project Funding: General Fund

---





# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. James C. Franco, Superintendent  
**FROM:** Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources  
**DATE:** October 8, 2013  
**SUBJECT:** **Approve Agreement for Special Contract Services with the San Joaquin County Office of Education (SJCOE) Science and STEM Integration/Innovation to Facilitate the K-6 and 7-12 Science Curriculum Committee in Learning about and Implementing the Next Generation Science Standards for the 2013 – 2014 School Year.**

**BACKGROUND:** The K-6 Science Curriculum Committee and the 7-12 Science Curriculum Committee are the teachers who are leading the District's efforts to transition to and implement the new Next Generation Science Standards (NGSS). Guided by science content experts from the San Joaquin County Office of Education's (SJCOE) Science and STEM Integration/Innovation, these teachers will meet monthly from November through April to learn about the NGSS, assess Tracy Unified School District's current science materials to determine their suitability to support transition to and implementation of the NGSS, and create model lessons that enact the NGSS performance expectations as well as related engineering practices.

**RATIONALE:** The Next Generation Science Standards reflect major advances that have taken place in science and in our understanding of how students learn science effectively. They are internationally benchmarked. They are high quality, college and career-ready standards that require new content materials and new pedagogical practices to implement. The work of the Science Curriculum Committees, facilitated by the SJCOE Science and STEM Integration/Innovation will begin to build the District teachers' capacity to teach to these new high quality 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 \$4,750 and will be paid out of Title II funds.

**RECOMMENDATION:** Approve Agreement for Special Contract Services with the San Joaquin County Office of Education (SJCOE) Science and STEM Integration/Innovation to Facilitate the K-6 and 7-12 Science Curriculum Committee in Learning about and Implementing the Next Generation Science Standards for the 2013-2014 School Year.

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



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

## Proposal:

Science Staff Development for 2013-14  
Preliminary Proposal for K-6 and 7-12 Science Curriculum Committee

### Overall Goals:

This proposal of work is for the preparation and facilitation of the K-6 and 7-12 science curriculum meetings.

### Specifics:

1. K-6 Science Curriculum Committee
  - a. Meet on 3 full staff development days (\$750 x 3)
    - i. 11/5: Compare CA Science Standards→NGSS Standards (performance tasks) by Grade level. This will be done by individual grade levels and then shared with the entire group. Subject specific (Earth and Space, Life, and Physical) strands will be highlighted and discussed. Shifted content will be examined and the beginning framework for transition will be explored.
    - ii. 12/3: Inventory of materials will be generated by site and district to determine the readiness for NGSS transition and implementation.
    - iii. 1/24: Grade level model lesson plans will be started. Materials will be integrated into these plans based upon current resources and gaps in materials/supplies.
  - b. February, March and April after school meetings (Preliminary Goals based upon previous progress) (\$350 x 3)
    - i. Feb Session (TBD): Continued work on plans
    - ii. March Session (TBD): Completion of draft
    - iii. April Session (TBD): Last afterschool meeting will be the preparation of grade-level presentations of the model plans to district teachers.
2. 7-12 Science Curriculum Committee
  - a. 11/4: ½ day (\$350)
    - i. Compare CA Science Standards→NGSS Standards (performance tasks) by Grade level.
  - b. December afterschool (Dec date TBD) (\$350)
    - i. Complete the Standards Comparisons. Look at spiral in performance expectations by tradition student pathways through courses.
  - c. 1/22: full day of professional development (\$750)
    - i. Examine current lessons to begin revising and shifting practices towards NGSS performance expectations as well and science and engineering practices.



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

**Total Proposed Costs to be invoiced after final session and paid within 30 days: \$4750**

**Summary:**

SJCOE Science and STEM Integration / Innovation is willing to provide the services above for the K-6 and 7-12 Science Curriculum Committees of Tracy USD during the 2013-14 school year.

If you have any questions please don't hesitate to contact us.

Kirk Brown  
Director of Science and Special Projects  
San Joaquin County Office of Education  
209-468-4880  
kbrown@sjcoe.net

# 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:

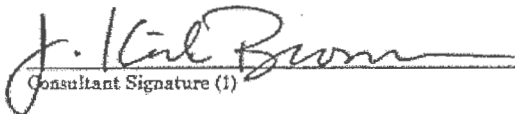
1. Contractor shall perform the following duties: Facilitate the K-6 and 7-12 Science Curriculum Committees in their work to 1) learn the Next Generation Science Standards, 2) assess current materials for their suitability in transitioning to and implementing the NGSS, and 3) prepare model lessons aligned with the NGSS.
2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of \_\_\_\_\_ ( ) [ ] 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 \$ 4750 per [ ] HOUR [ ] DAY [  ] FLAT RATE, not to exceed a total of \$ 4750. 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 November 1, 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, Debra Schneider at (209) 830-3252, x1355 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:

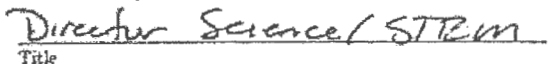
Any injury to person or property sustained by Contractor or by any person, firm, or corporation employed directly or indirectly by the Contractor or by any of the individuals participating in or associated with him or her, however caused; and any injury to person or property sustained by any person, 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 of Educational Services and Human Resources  
**DATE:** October 16, 2013  
**SUBJECT:** Receive Update on Quarterly Williams/Valenzuela Uniform Complaint Reports for the Quarter Ending October 15, 2013.

**BACKGROUND:** Pursuant to the Williams Settlement, the Valenzuela Settlement, and California Education Code Section 35186, every school must provide 1) sufficient textbooks and instructional materials, 2) school facilities that are clean, safe, and maintained in good repair, 3) a properly credentialed teacher for every classroom and 4) intensive remediation for up to two years for students who have completed grade 12 but not passed the California High School Exit Exam. Education Code, EC 35186(d), requires that school districts shall report summarized data on the nature and resolution of all Williams/Valenzuela uniform complaints on a quarterly basis to the county superintendent of schools and the governing board of the school district. The summaries shall be publicly reported on a quarterly basis at a regularly scheduled meeting of the governing board of the school district. The report shall include the number of complaints by general subject area with the number of resolved and unresolved complaints. The complaints and written responses shall be available as public records. There were no complaints filed under the Williams/Valenzuela settlements during the July 16, 2013 through October 15, 2013 reporting period.

**RATIONALE:** The quarterly report for the period of July 16, 2013 through October 15, 2013 has been submitted to the San Joaquin County Office of Education and must be reported to the local school board. The report summarizes the complaints received through the Williams Uniform Complaint Process, as well as the resolution of each of those complaints. This report supports 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 and District Strategic Goal #3: Provide a safe and equitable learning environment for all students and staff.

**FUNDING:** No cost

**RECOMMENDATION:** Receive Update on Quarterly Williams/Valenzuela Uniform Complaint Reports for the Quarter Ending October 15, 2013.

**Prepared by:** Dr. Carol Anderson-Woo, Director of Curriculum, Accountability and Continuous Improvement

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

District: Tracy Joint Unified School District

Person completing this form: Carol Anderson-Woo Title: Director of Curriculum, Accountability and Continuous Improvement

Quarterly Report Submission Date:  January 15, 2013  
 (check one)  April 15, 2013  
 July 15, 2013  
 October 15, 2013

Date for information to be reported publicly at governing board meeting: 10/22/2013

Please check the box that applies:

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

General Subject Area	Total # of Complaints	# Resolved	# Unresolved
Textbooks and Instructional Materials			
Teacher Vacancy or Misassignment			
Facilities Conditions			
CAHSEE Intensive Instruction and Services			
<b>TOTALS</b>			

Dr. James Franco  
 Print Name of District Superintendent

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

\_\_\_\_\_  
 Date



# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. James C. Franco, Superintendent  
**FROM:** Dr. Sheila Harrison, Assistant Superintendent of Educational Services & Human Resources  
**DATE:** October 7, 2013  
**SUBJECT:** **Approve Agreement for Special Contract Services with Valley Community Counseling Services to Provide Counseling at Louis Bohn Elementary School for the 2013-2014 School Year.**

**BACKGROUND:** As part of the Title I planning process a needs identification survey was conducted. Louis Bohn Elementary School stakeholders identified a need to provide counseling support to our students. The absence of Early Mental Health Initiative (EMHI) funds and the resulting loss of the Primary Intervention Program (PIP) and Second Step programs to serve our students has highlighted the great need to continue to provide such services. Unfortunately these funds were eliminated due to the governor's line item veto of EMHI grants.

**RATIONALE:** Staff members at Louis Bohn are requesting the counseling services of Valley Community Counseling Services. An on-site counselor will be present on campus one day a week. The counselor will work with children struggling with such issues as divorced parents, social adjustment, loneliness, and drug dependent families. In order for students to benefit from school they need help and support in dealing with these issues. Valley Community Counseling Services is able to provide these services in both Spanish and English. Their fee also includes professional development for staff on how to complete the referral process for recommending students to their services, and training at a parent meeting to explain their role and purpose in our school community. This 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 and District Strategic Goal #3: Provide a safe and equitable learning environment for all students and staff.

**FUNDING:** The total cost of this program is \$5,000 and will be paid with Site Title 1 funds.

**RECOMMENDATION:** Approve Agreement for Special Contract Services with Valley Community Counseling Services to Provide Counseling at Louis Bohn Elementary School for the 2013-2014 School Year.

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



# Tracy Unified School District

1875 W. Lowell Ave., Tracy, California, 95376

## AGREEMENT FOR SPECIAL CONTRACT SERVICES

This Agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and Valley Community Counseling 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 Counseling at Louis Bohn Elementary School for the 2013-2014 School Year. Flat rate fee includes services 1 day/week at the campus, as well as a training session for staff on the referral process. Flat rate also includes parent training at a parent meeting for information on the referral process and services offered by VCCS.
2. Contractor will provide the above service(s), as outlined in Paragraph 1, for a period of up to a total of \_\_\_\_\_ (1 day/week) **HOURS/DAY**(s) (circle one), under the terms of this agreement at the following location Louis Bohn Elementary School, 350 E.. Mt. Diablo Ave., Tracy, California..
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
  - A. District shall pay \$5,000 per **HOUR / DAY / FLAT RATE** (circle one), not to exceed a total of \$5,000.00. 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 at rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ 0 for the term of this agreement.
  - C. District shall make payment on a [  ] **MONTHLY PROGRESS BASIS**, [  ] **SINGLE PAYMENT UPON COMPLETION OF THE DUTIES** and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a "Invoice of Non-Employee Consultant Services". Original paid receipts are required for lodging, airfare (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 term of this agreement shall commence on November 1, 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, Tammy Christensen at (209) 830-3300, with any questions regarding performance of the service outline above. District's designee shall determine if and when Contractor has completed the services described.
7. The parties intend that an independent contractor relationship is 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, 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 any 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 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 of, and entitled to, exclusive possession of all records, documents, graphs, photographic or other reproductions of any kind produced in the scope of services performed and no other uses thereof will be permitted except by permission of the District. Proprietary materials will be exempted from this clause.
11. Consultant/Contractor certifies that he or she is not an employee of the District and is self-employed in the performance of the services specified. Consultant agrees that he or she assumes all responsibility in relation to providing the District with an Employer Identification number or Social Security number as required by IRS regulations in relation to the conduct of his or her business.

AGREED:

_____ Consultant Signature (1)	_____ Tracy Unified School District
_____ Social Security Number or TIN number (2)	_____ Date
_____ Date	_____ Title
_____ Title	_____ Account Number to be charged
_____ Address	_____ Department/Site Approval
_____ City/State/Zip	_____ Budget Approval
_____ Phone Number	_____ Date Approved by the Board

**Send All Copies to the Business Office**

- 1 Whenever organizational names are used, the authorized signature must include company 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:** October 11, 2013  
**SUBJECT:** Approve Agreement for Special Contract Services with Dr. Gary P. Gilroy as Guest Conductor for the 2014 Tracy Unified School District Tracy Honors Concert for a Total of Two Rehearsals, on January 24 and 25, 2014 and One Concert on January 25, 2014.

**BACKGROUND:** Every year students are selected to perform in the District Honor Band, conducted by a renowned, guest conductor. This year, not only will almost 100 students participate in the Honor Band, but the Music staff is expanding to include an Honor Choir of 60 more students and an Honor String Orchestra of perhaps another 60 students. The Honor Band event will now be known as the Tracy Honors Concert. The honors groups will hold two rehearsals and one concert on January 24, and 25, 2014. The Honors Concert will be at the Tracy Grand Theatre for the Arts on Saturday, January 25, 2014.

**RATIONALE:** It is an honor and privilege to have Dr. Gary P. Gilroy as a guest conductor for this year's Tracy Honors Concert as he will provide an opportunity for District students to work with a world renowned published composer, lecturer and adjudicator. Dr. Gilroy is a Professor of Music and Director of Bands at California State University, Fresno where he has built one of the finest marching bands on the west coast. As a Director of Bands he has been awarded several national honors, as well as the International Sudler Shield Award. Dr. Gilroy is in demand as a guest conductor throughout the United States. As an adjudicator and guest conductor he has served in 40 states, Canada, China and England. Dr. Gilroy served as the arranger/composer for the 2008 Olympic Orchestra in Beijing, China. In addition, he has been an ASCAP Composers Award recipient every year since 2001. As an ASCAP Award-winning composer, Gilroy's music is published for concert band, marching band, and various ensembles through the Arrangers Publishing Company, Warner Brothers and many other publishing companies. Furthermore, Dr. Gilroy's compositions have been performed by many regional and state honor bands throughout the United States. The agenda item supports District Strategic Goal #1: Prepare all students for college and careers.

**FUNDING:** The total cost is \$750 and will be funded by the District Visual and Performing Arts program.

**RECOMMENDATION:** Approve Agreement for Special Contract Services with Dr. Gary P. Gilroy as Guest Conductor for the 2014 Tracy Unified School District Tracy Honors Concert for a Total of Two Rehearsals, on January 24 and 25, 2014 and One Concert on January 25, 2014.

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



**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:** October 11, 2013  
**SUBJECT:** Accept Resignations/Retirements/Leave of Absence for Classified, Certificated, and/or Management Employment

**BACKGROUND:**

**CERTIFICATED RESIGNATION**

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
Weaver, Carolyn SDC Teacher	WMS	10/18/13	Personal

**BACKGROUND:**

**CLASSIFIED RESIGNATION**

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
Blackwell, Melinda H.S. Library Technician	KHS/THS	10/11/13	Personal
Carter, Patsy Food Service Worker	MVMS	09/30/13	Personal
Vaca, Lyndsie Utility Person III	Maintenance/ Transport.	10/15/13	Personal
Villasenor, Yolanda Clerk Typist II	North	09/27/13	Accepted Secretary position at Willow
Wilson, Vashayla School Supervision Assist.	Villa	10/16/13	Personal
Wing, Diana Special Education Para Ed I	THS	10/08/13	Accepted a Special Ed Teaching position at THS
Young, Nicole Steps ECD Assoc. Instructor	Steps/Stein	10/31/13	Personal

**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



**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:** October 11, 2013  
**SUBJECT:** Approve Classified, Certificated, and/or Management Employment

**BACKGROUND:**

Felver, Geoffroy

Wing, Diana

**CERTIFICATED**

Music Teacher (Intern) (Replacement)  
Kimball High School  
Class I, Step 1, "A"  
\$31,105.85  
Funding: General Fund

SDC/RSP Teacher (Intern) (Replacement)  
Tracy High School  
Class I, Step 1, "A"  
\$33,014.80  
Funding: Restricted Funds

**BACKGROUND:**

Aguinaga, Patricia

Bailey, Jennifer

Orihuela, Lizbeth

**CLASSIFIED**

Elementary Attendance Clerk (Replacement)  
Jacobson Elementary School  
Range 28, Step A - \$13.73 per hour  
8 hours per day  
Funding: General Fund

ISSET Technician Level I (Replacement)  
DEC/ISSET  
Range 53, Step A - \$24.63 per hour  
8 hours per day  
Funding: General Fund

Para Educator I (Replacement)  
George Kelly School  
Range 24, Step – A \$12.51 per hour  
3 hours per day  
Funding: EIA

Pulkownik, Adam

Para Educator I (Replacement)  
Williams Middle School  
Range 24, Step A - \$12.51 per hour  
6 hours per day  
Funding: General Fund

Villasenor, Yolanda

Secretary to the Principal of Community Day  
(Replacement) Willow Community Day School  
\*Filled by current TUSD employee  
Range 36, Step C - \$18.15 per hour  
8 hours per day  
Funding: General Fund

**RECOMMENDATION:** Approve 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:** October 11, 2013  
**SUBJECT:** **Ratify Agreement for Special Contract Services for Eric Chaverri to Provide Filming for West High School Football Teams for the 2013 Season**

**BACKGROUND:** West High graduate Eric Chaverri will attend and film all football games for varsity, sophomore and freshman teams during the 2013 football season. His duties will begin August 30, 2013 and run through November 8, 2013.

**RATIONALE:** At the start of the season, new athletic directory Derek Sprecksel had difficulty finding a Tracy Unified employee willing to commit to filming the football games. Since there was no current employee willing to film the games, there was a need to find a walk-on person to film. Eric Chaverri was willing to make this commitment to travel with the teams and film each game in its entirety. The process to recruit and hire a walk-on person was lengthy; therefore, this agenda item needs to be ratified.

This meets District Strategic Goal #7: Develop and utilize partnerships to achieve District goals.

**FUNDING:** Expenses for the filming services will be paid by the District and reimbursed by the West High School ASB account. Expenses will not exceed \$600 for the 2013-2014 fall season.

**RECOMMENDATION:** Ratify Agreement for Special Contract Services for Eric Chaverri to Provide Filming for West High School Football Teams for the 2013 Season.

**PREPARED BY:** Troy Brown, Principal - West High School Human Resources



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 Eric Chaverri, 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:

Film all football games for the 2013 season.

2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 30 games ( ) [ ] HOURS [ ] DAY(s), under the terms of this agreement at the following location various location

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

- a. District shall pay \$20.00 per [X] HOUR [ ] DAY [ ] FLAT RATE, not to exceed a total of \$600.00. 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, [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 30, 2013, and shall terminate on November 8, 2013.

5. This agreement may be terminated at any time during the term by either party upon 10 days written notice.

6. Contractor shall contact the District's designee, Derek Sprecksel at (209) 830-3370 x3064 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:

*[Signature]* 10-11-13  
\_\_\_\_\_  
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.