

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

**DATE: TUESDAY, JANUARY 14, 2014**

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

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

**A G E N D A**

- |                |  | <b>Pg. No.</b> |
|----------------|--|----------------|
| <b>1.</b>      | <b>Call to Order</b>   |                |
| <b>2.</b>      | <b>Roll Call – Establish Quorum</b><br>Board: J. Costa, G. Crandall, W. Gouveia, T. Guzman, K. Lewis, G. Silva, J. Vaughn<br>Staff: J. Franco, C. Goodall, S. Harrison, B. Etcheverry  |                |
| <b>3.</b>      | <b>Closed Session:</b> Opportunity to Address the Board Regarding Closed Session Items which follow. Closed session is limited to consideration of items specifically authorized under the Government Code and/or the Education Codes.   |                |
| <b>3.1</b>     | <b>Administrative &amp; Business Services:</b>   |                |
| <b>3.1.1</b>   | <i>Conference with Legal Counsel</i> – Anticipated Litigation. Significant Exposure to litigation pursuant to Government Code Section 54956.9(c): (One Potential Case).  |                |
| <b>3.1.2</b>   | <i>Conference with Legal Counsel</i> – Pending Litigation. Government Code Section 54956.9(a): <i>Janus Corporation v. Roebbelen Contracting, Inc., Tracy USD, Western Surety Company, North Tower Environmental, Inc., RGM and Associates, San Joaquin Case # 39-2013-00304778-CU-BC-STK.</i> |                |
| <b>3.2</b>     | <b>Educational Services</b>  |                |
| <b>3.2.1</b>   | Intra-District Attendance Appeal #13-14/AA3  |                |
| <b>Action:</b> | Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain___   |                |
| <b>3.2.2</b>   | Finding of Fact #13-14/#26, 27, 30, 31   |                |
| <b>3.2.3</b>   | Application for Reinstatement #13-14/AR#11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24   |                |
| <b>Action:</b> | Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain___   |                |
| <b>3.2.4</b>   | Application for Enrollment #13-14/AFE 1, 2   |                |
| <b>Action:</b> | Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain___   |                |
| <b>3.2.5</b>   | Early Graduation KHS #10328220   |                |
| <b>Action:</b> | Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain___   |                |

**3.3 Human Resources**

**Pg. No.**

**3.2.1** Accept Resignation and Approve Settlement Agreement Regarding UC#818

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

**3.2.2** Consider Public Employee/Employment/Discipline/Dismissal/Release

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

**3.2.3** 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:**

**6a** Report Out of Action Taken on Intra-District Attendance Appeal #13-14/AA3

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

**6b** Finding of Fact #13-14/#26, 27, 30, 31

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

**6c** Report Out of Action Taken on Application for Reinstatement #13-14/AR#11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24

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

**6d** Report Out of Action Taken on Application for Enrollment #13-14/AFE 1, 2

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

**6e** Report Out of Action Taken on Early Graduation KHS #10328220

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

**6f** Report Out of Action Taken on Accept Resignation and Approve Settlement Agreement Regarding UC#818

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

**7. Approve Regular Minutes of December 10, 2013.**

**1-7**

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

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

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

**9.1** Recognize and Congratulate Celine Ha and Victoria Rivera for Making it to the 2013-2014 San Joaquin County Spelling Bee Finals

**9.2** Recognize and Congratulate Tracy High Varsity Football Team for capturing the 2013-2014 San Joaquin Athletic Association title and making it to the Second Round of Playoffs

**9.3** Hirsch Elementary School Update

- 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). **Pg. No.**
- 11. Information & Discussion Items:** An opportunity to present information or reports concerning items that maybe considered by Trustees at a future meeting: None.
- 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\_\_\_.
- 13.1 Administrative & Business Services**
- |               |   |              |
|---------------|---|--------------|
| <b>13.1.1</b> | Approve Accounts Payable Warrants, November, 2013<br>(Separate Cover Item)  | <b>8</b>     |
| <b>13.1.2</b> | Approve Payroll Reports, November, 2013   | <b>9-11</b>  |
| <b>13.1.3</b> | Approve Revolving Cash Fund Reports, November, 2013   | <b>12-14</b> |
| <b>13.1.4</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>15-16</b> |
| <b>13.1.5</b> | Ratify Routine Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda   | <b>17-18</b> |
| <b>13.1.6</b> | Ratify Measure S Related Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda   | <b>19-20</b> |
| <b>13.1.7</b> | Accept the Fiscal Year 2012-13 Annual Financial Audit<br>(Separate Cover Item)  | <b>21</b>    |
- 13.2 Educational Services**
- |               |   |              |
|---------------|---|--------------|
| <b>13.2.1</b> | Ratify Overnight Travel for the Tracy High School Mock Trial Team and Advisors to Attend the NorCal Mock Trail Invitational in Atherton, CA on January 10-12, 2014  | <b>22</b>    |
| <b>13.2.2</b> | Approve Agreement for Special Contract Services with the Resource Area for Teaching (RAFT) to Facilitate the K-6 Science Curriculum Committee in Learning about Strategies and Instructional Materials for Implementing the Next Generation Science Standards | <b>23-25</b> |
| <b>13.2.3</b> | Ratify Agreement for Special Contract Services with STEPS, Liz Zastrow and Karen Honkala for the 2013-2014 School Year  | <b>26-28</b> |
| <b>13.2.4</b> | Ratify Agreement for Special Contract Services with Valley Mountain Regional Center from November 21, 2013 through December 20, 2013  | <b>29-31</b> |
| <b>13.2.5</b> | Approve Agreement for Special Contract Services with Counseling and More (CAM) to Work with Students at Jacobson Elementary School for the 2013-2014 School Year  | <b>32-34</b> |

		<b>Pg. No.</b>
	<b>13.2.6</b> Approve Overnight Travel for the Tracy High School Cheer Team to Participate in the JAMZ Nationals Competition in Las Vegas, Nevada on February 19-22, 2014	<b>35</b>
	<b>13.2.7</b> Approve Agreement for Special Contract Services with San Joaquin County Office of Education to Provide Project WRITE Training to ALAS Teachers at a January 23, 2014 In-Service	<b>36-38</b>
<b>13.3</b>	<b>Human Resources</b>	
	<b>13.3.1</b> Accept the Resignations/Retirements/Leaves of Absence for Certificated, Classified and/or Management Employees	<b>39-40</b>
	<b>13.3.2</b> Approve Classified, Certificated and/or Management Employment	<b>41-42</b>
<b>14.</b>	<b>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.	
<b>14.1</b>	<b>Administrative &amp; Business Services</b>	
	<b>14.1.1</b> Approve the Education Protection Account (EPA) Spending Plan <b>Action:</b> Motion___; Second___. <b>Vote:</b> Yes___; No___; Absent___; Abstain___.	<b>43-46</b>
<b>14.2</b>	<b>Educational Services:</b>	
	<b>14.2.1</b> Approve Resolution No. 13-12 Establishing March 2014 as “Arts in Education Month” <b>Action:</b> Motion___; Second___. <b>Vote:</b> Yes___; No___; Absent___; Abstain___.	<b>47-49</b>
<b>14.3</b>	<b>Human Resources</b>	
	<b>14.3.1</b> Approve New Job Description for Food Service Worker II <b>Action:</b> Motion___; Second___. <b>Vote:</b> Yes___; No___; Absent___; Abstain___.	<b>50-52</b>
	<b>14.3.2</b> Approve the New Job Description for Driver/Dispatcher <b>Action:</b> Motion___; Second___. <b>Vote:</b> Yes___; No___; Absent___; Abstain___.	<b>53-55</b>
	<b>14.3.3</b> Approve New Job Description for Para Educator for Therapeutic Behavior <b>Action:</b> Motion___; Second___. <b>Vote:</b> Yes___; No___; Absent___; Abstain___.	<b>56-58</b>
	<b>14.3.4</b> Approve Tentative Agreements with the California School Employees Association <b>Action:</b> Motion___; Second___. <b>Vote:</b> Yes___; No___; Absent___; Abstain___.	<b>59-72</b>
<b>15.</b>	<b>Board Reports:</b> An opportunity for board members to discuss items of particular importance or interest in the district.	
<b>16.</b>	<b>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 January 28, 2014**
- 17.2 February 11, 2014**
- 17.3 February 25, 2014**
- 17.4 March 11, 2014**
- 17.5 March 25, 2014**

**18. Upcoming Events:**

- |                               |                                      |
|-------------------------------|--------------------------------------|
| <b>18.1 January 20, 2014</b>  | <b>No School, MLK Day</b>            |
| <b>18.2 February 10, 2014</b> | <b>No School, Lincoln's Birthday</b> |
| <b>18.3 February 17, 2014</b> | <b>No School, Presidents' Day</b>    |
| <b>18.4 March 3, 2014</b>     | <b>No School, Staff Buy Back Day</b> |
| <b>18.5 April 18-25, 2014</b> | <b>No School, Spring Break</b>       |

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, December 10, 2013**

- 5:20 PM:** 1-3. President Silva called the meeting to order and adjourned to closed session.
- Roll Call:** 4. Board: J. Costa, G. Crandall, W. Gouveia, T. Guzman, K. Lewis, G. Silva, J. Vaughn  
Staff: J. Franco, S. Harrison, C. Goodall, B. Etcheverry
- 7:10 PM** 5. President Silva called the Tracy Unified School District Board of Education to order and led those present in the Pledge of Allegiance.
- Closed Session:** 6a Report Out of Action Taken on Intra District Attendance Appeal 2013-2014-AA2  
**Vote:** Denied. Yes-4; No-3; Absent-0.  
6b Report Out of Action Taken on Approve Collaboration between New Jerusalem School District and Tracy Unified School District for Implementation of a Settlement Agreement for the 2013-2014 School Year  
**Vote:** Yes-7; No-0; Absent-0.  
6c Report Out of Action Taken on Approve Settlement Agreement between Soler-My, etc. and Tracy Unified School District  
**Vote:** Yes-7; No-0; Absent-0.  
6d Finding of Fact ##13-14/#18,19,20, 21, 22, 23, 24, 25  
Lewis, Gouveia. As amended. **Vote:** Yes-7; No-0; Absent-0.  
6e Report Out of Action Taken on PE Exemptions – WHS#10213282, THS#10328797  
**Vote:** Yes-7; No-0; Absent-0.
- Minutes:** 7. Approve Regular Minutes of November 12, 2013.  
**Action:** Guzman, Vaughn. **Vote:** Yes-7; No-0; Absent-0.
- Board Organization:** **Board Organization:**  
8.1 Elect Officers: President, Vice President, Clerk  
**Action:** President: James Vaughn; Vice-President: Greg Crandall; Clerk: Ted Guzman. Lewis, Gouveia. **Vote:** Yes-7; No-0.  
8.2 Appoint Representatives to the following committees:  
Budget; CALSSD; City Schools Liaison; District Attendance Area; Facilities Advisory; Facility Use Policy Review; Family Life, Legislative Action, SJCSBA; Special Ed; TAPFFA; Tracy Learning Center/Ad Hoc Board Member; Charter Schools; Tracy Parks.  
**Action:** Lewis, Costa. **Vote:** Yes-7; No-0; Absent-0.  
8.3 Approve Board Meeting Calendar  
**Action:** Lewis, Costa. **Vote:** Yes-7; No-0; Absent-0.
- Employees Present:** C. Minter, J. Danoy, M. Chivers, F. Medina, T. Christensen, J. Wilson, A.

Chakraverty, T. Brown, R. Call, J. Carter b. Carter, R. Strong, C. Harvey, M. Chivers, A. Feldman, T. Peterson, B. Huff, J. Gust, L. Flores, D. Cheeseman, L. Cuaresma, L. Pacheco, K. Taylor, D. Doyle, S. O'Hara-Jones

**Press:** None.

President Vaughn thanked Trustee Silva for doing a great job as president for the past year.

**Visitors Present:** Many government class students, L. Huckaba, J. Rasmussen, S. Medina, T. Jackson

**Student Rep Reports:** **9. Tracy High:** Mika Fithian was unable to attend tonight.

**West High:** Jessica Rasmussen reported that the seniors have completed their college applications and are anxiously waiting for acceptance letters. Students are studying for finals very hard. They held their International Feast day and had many cultural foods. It was a very good night. They are currently sponsoring a coat drive. The boys' basketball team won Tracy High and is having their first home game right now.

**Kimball High:** Lindsay Huckaba reported that the boys wrestling team, and girls and boys basketball teams have started their season. A student broke the school records for points, assists number of 3-pointers in one game. The academic rally is for the top 10% and improved students. The winter formal was held on December 7<sup>th</sup> and the attendance was great. They played air hockey, fake poker, etc. They also held their teacher appreciation breakfast. The Kimball High band is performing tonight.

**Stein High:** Steven Medina and Trevon Jackson gave the report on Stein. The students in biology and physic classes are in labs every Monday and on Wednesdays they cover CCSS. Students in Language Arts classes are reading "The Catcher in the Rye". Math students are learning various programs to help students better understand. Key Club is participating in Brighter Christmas events and they are collecting toys, clothes and canned food. They will have a carnival with food and activity booths.

**Recognition & Presentations:** **10.1** Recognize Annette Feldman as the Recipient of the Diversity & Equity Staff Recognition Award for the Fall Term of the 2013-14 School Year

President Vaughn recognized teacher, Annette Feldman. She was hired in 2007 and is currently a math teacher at West High. She promotes awareness and pride in identify and heritage of others. She models acceptance and inclusion of diverse groups. Ms. Feldman was presented with a certificate.

**10.2** North School Update

Principal, Fred Medina, showed a video of comments from teachers about the Common Core. Comments included: "Creates standards that are nationwide holding all students accountable no matter where they go to school; prepares them

better for college; new standards are much different than our other standards; it makes students think; you write down thoughts and explain them out loud; it's more of a problem solving approach with integrating reading, writing and math all in the same test and it gets students more involved in thinking and communicating better with written expression. North School is making sure their staff has a proper understanding as they move toward. They are working on lesson plans and striving to give students as much real world activities as possible. They are providing leaders in reading and math. It involves more collaborative learning and real life learning. Information on Common Core is provided to parents through the website and information is provided in morning announcements and monthly event meetings.

### **10.3 Monte Vista Middle School Update**

Principal, Susan O'Hara Jones, Assistant Principal, David Doyle, and teacher, Arghya Chakraverty presented a power point. They gave each board member and superintendents clickers and had them respond as if they were students to demonstrate student learning.

#### **Hearing of Delegations**

**11.** Mike Chivers presented a power point and spoke on various issues he has concerns with. He doesn't see board members at school sites. He showed an aerial view of Bohn School and circled the placement of campus bathroom. He showed where the locked bathroom is a how many feet away other bathrooms are location from the playground area. He also stated that there were 25 days that the principal was not on campus. He is also concerned that there are days when they can't get subs. He feels that classified staff gets bullied when they are bargaining.

Lulu Flores commented that at her site there are 1140 students. Some of their restrooms have been closed. There used to be 4 secretaries and now there are only two. She feels this is a safety hazard. She has been here 24 years and the morale is very different. She doesn't think our district is good anymore.

Denise Cheeseman is here on behalf of CSEA and is pleased that they have reached an agreement. She's hoping to see that ratified later in the month. She's also here to encourage the board to continue to work with the teachers. CSEA is in support of their efforts. Since the last meeting, she has heard from several members and has been concerned about some of the comments and feels that the school board doesn't understand classified employees. Many CSEA are working more than one job. The ones who would like to be here are not able to because they are working. She wished everyone a Merry Christmas and happy and safe new year.

#### **Information & Discussion Items:**

##### **12.1 Administrative & Business Services:**

##### **12.1.1 Receive Report on Superintendent's Search**

Superintendent, Dr. James Franco, will be retiring at end of June and the board will start looking for a replacement. They will be reviewing qualified groups that specialize in the placement of administration. We are in the process of contacting various companies and they will have

the opportunity to send in their proposals. The process will include talking with board members and contacting public to select criteria. The common practice is to get a professional group to do this. We are hoping to interview and name new superintendent by March so that we can make sure the person is ready to go to work by June.

Trustee Lewis commented that the superintendent is the leader of the vision and mission of the district. The board members are not qualified as individuals to do the necessary screening and find appropriate candidates. It is more than appropriate to bring in a firm to do this.

**12.2 Educational Services:**

**12.2.1** Receive Report on the Giants Community Fund Grant to Assist in the Implementation of the San Joaquin Mediation Center (SJMC), Steps to Respect Program

Principal, Tammy Christensen presented information in place of Paul Hall. The mediation center has seen a lot of information of our anti-bullying efforts. The Giants were looking for an organization to contribute to help fund initiative anti-bullying efforts. Funding will bring back programs that we previously had in TUSD such as the grant for early mental health for PIP services. This will help students develop coping skills, and work on academic and social issues. This will be used at Bohn and Kelly. Teachers will receive webinar training and it will be done for the whole class, not just pull outs. The grant is approximately \$6,000

**Public Hearing:** **13.1 Administrative & Business Services:** None.

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

**14.1 Administrative & Business Services:**

**14.1.1** 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

**14.1.2** Approve Assembly, Service, Business and Food Vendors

**14.1.3** Ratify Routine Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda

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

**14.2 Educational Services:**

**14.2.1** Approve Agreement for Special Contract Services with San Joaquin County Office of Education for the Artist-in-Residence Program at McKinley Elementary School for the 2013 – 2014 School Year

**14.2.2** Approve the Carl D. Perkins Career and Technical Education Improvement Act of 2006 Grant Application for the 2013-2014 School Year

- 14.2.3 Approve the Tracy Unified School District Secondary District Plan and Application for the Work Experience Education (WEE) Program for the 2013-2014 School Year
- 14.2.4 Ratify Agreement for Special Contract Services with Counseling and More (CAM) to Provide Intervention/Conflict Management Services at Villalovoz Elementary School for the 2013-2014 School Year

**14.3 Human Resources:**

- 14.3.1 Accept the Resignations/Retirements/Leaves of Absence for Certificated, Classified and/or Management Employees
- 14.3.2 Approve Classified, Certificated and/or Management Employment

**Action Items:**

**15.1 Administrative & Business Services:**

- 15.1.1 Adopt Resolution No. 13-17 Dedicating Real Property to the City of Tracy and the County of San Joaquin for Public Utility Purposes Relating to Land Adjacent to Kimball High School (Separate Cover Item)

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

- 15.1.2 Adopt Resolution No. 13-18 Approving a Development and Lease Agreement, a Site Lease and a Guaranteed Maximum Price Relating to the Ag Science & E.B. Theater Modernization projects at Tracy High School

**Action:** As amended. Lewis, Guzman. **Vote:** Yes-7; No-0; Absent-0.

- 15.1.3 Certify 2013-2014 Fiscal Year First Interim Report (Separate Cover Item)  
Associate Superintendent of Business Services, Dr. Casey Goodall, presented a power point. This is certifying the financial condition of the school district for the period ending October 31<sup>st</sup>. There is just as much uncertainty now as there has been in the past. The state has dismantled the categorical program with local control, however, they may come back in March and tell us how to spend it. On January 10th the Governor's budget will be presented and in March will be the LCAP. There is a meeting tomorrow in Stockton to see the actual template of the LCAP which will be approved in March, however we need to balance the budget now. We are still in declining enrollment and are looking at a loss of approximately 300 students to Mountain House next year.

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

**15.2 Educational Services:** None.

**15.3 Human Resources:**

- 15.3.1 Adopt Resolution No. 13-16 Authorizing Teachers to Teach Outside Their Credential Authorization

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

**Board Reports:**

Trustee Lewis commented that at some point we have to decide what's appropriate material distribution for hearing of delegations. He's not sure if it's fair to have a power point that the district hasn't approved or for other speakers that don't have

one. He thinks it's okay to hand the board copies of something, but we should have some guidance and as a board bring it back as an agenda item and decide. Trustee Costa commented that the schools and district Facebook pages are very interesting and she learns a lot on the school sites by "liking" their pages. She learned that Kimball High is having a program this Saturday and needs some volunteers to judge. West High is having an orchestra performance. It keeps you up-to-date on what's happening. Trustee Gouveia reported on the Parks and Community Services Commission. Also "Hire Me First" now offer paying positions for the first time in 5 years. He also attended the anti-bullying celebration at Kimball. The Lions Club helped with the concessions for the playoff games at Tracy High. He will also be the senior citizen rep for the senior citizen commission. Trustee Guzman also attended the charter school meeting. They put together a facilities master plan. We will be working with them on that. He congratulated Tracy High School football for making it all the way to the 2<sup>nd</sup> round and they did a good job. He wished everyone a Merry Christmas and Happy New Year. Trustee Crandall thanked the audience for staying around and hearing what we had to say. The board does care whether or not someone gets a raise, we are in the same predicament. He respects that that speakers want to tell the board. With the offer on the table now, the 730 TEA members would be the #1 paid teachers in the county, and right now they are #2. We want everyone to get as much as we can give you... He was a Bohn parent. He put the computer lab on his credit card to help facilitate the purchase. We are not out of the school sites as much as we'd like to be. Merry Christmas to everyone. Trustee Vaughn was unaware of the newspaper article about the last board meeting until today. He felt that some of his comments were taken out of context, however, the analogy regarding bullying was inappropriate. He is a big advocate of anti-bullying. It was offensive to him to hear that. He thought it was out of line. He would like to see all employees receive a raise too. The board has been fiscally responsible in TUSD and over the years we have preserved as many jobs as we could and other districts don't have that. There were many rough years that cuts were made that they did not want to make. Trustee Silva attended meetings on the charter school and we are making progress. We are working on 2 charters up for renewal and hope to have those soon.

**Superintendent  
Report:**

Dr. Franco admires the staff of TUSD for things they are able to do. Saturday is a speech tournament at Kimball High School. There are many pockets of excellent teachers and classified. The board is elected to serve 17,000 students and has to make sure we have an institution that is solvent. He was a little disappointed tonight as some of the comments crossed the line. You can express yourself without being threatening or attacking someone in a public meeting. That's not what we are trying to teach our students. We must monitor our comments and be able to listen to one another. The current state of negotiations is that TEA is at impasse and are in disagreement over issues. We will have mediation and take the next steps. Dr. Franco is always in and about schools sites and if you have a complaint he would hope that someone would let us know. We feel responsible to create a positive environment for students and staff.

We are considering having all 3 high school graduations at the same time to take advantage of the cooler climate. This will be reviewed and we will report back. Another hot topic is that the high schools are looking into having one lunch which

may create more productive class time. Sarah Rockey is working closely with the superintendent's office on a Hero Project. He is having all high school level students identify their hero and write an essay describing them.

9:12 p.m.

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
Date



# BUSINESS SERVICES MEMORANDUM

**TO:** Dr. James Franco, Superintendent  
**FROM:** Dr. Casey Goodall, Assoc. Superintendent of Business Services  
**DATE:** December 12, 2013  
**SUBJECT:** Approve Accounts Payable Warrants (November, 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 (November, 2013).

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



# BUSINESS SERVICES MEMORANDUM

**TO:** Dr. James C. Franco, Superintendent  
**FROM:** Dr. Casey Goodall, Associate Superintendent for Business Services  
**DATE:** December 12, 2013  
**SUBJECT:** Approve Payroll Reports (November, 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 Reports.

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

Pay Date 11/08/2013

## LABOR DISTRIBUTION FOR EMPLOYEE WARRANTS SUMMARY

<b>Fund 01</b>	<b>SACS Object</b>	<b>Amount</b>	
	1100	304,265.58	Teachers' Salaries
	1200	15,962.42	Cert Pupil Support Salaries
	1300	11,887.02	
	1900	3,013.00	Other Certificated Salaries
	2100	66,499.28	Instructional Aides' Salaries
	2200	135,186.40	Classified Support Salaries
	2300	1,141.45	Class Suprvsrs' & Admins' Sal
	2400	24,331.03	Clerical & Office Salaries
	2900	11,895.83	Other Classified Salaries
	<b>Total Labor</b>	<b>574,182.01</b>	
<b>Fund 01</b>	<b>SACS Object</b>	<b>Amount</b>	
	3101	19,317.81	STRS On 1000 Salaries
	3201	221.06	PERS On 1000 Salaries
	3202	5,528.68	PERS On 2000 Salaries
	3301	6,190.90	
	3302	15,963.16	
	3402	57.23	
	3501	167.63	State Unemploy On 1000 Salary
	3502	119.62	State Unemploy On 2000 Salary
	3601	6,729.78	Worker'S Comp Ins On 1000 Sal
	3602	4,803.34	Worker'S Comp Ins On 2000 Sal
	<b>Total Contributions</b>	<b>59,099.21</b>	
<b>Fund 12</b>	<b>SACS Object</b>	<b>Amount</b>	
	2100	290.88	Instructional Aides' Salaries
	2900	228.41	Other Classified Salaries
	<b>Total Labor</b>	<b>519.29</b>	
<b>Fund 12</b>	<b>SACS Object</b>	<b>Amount</b>	
	3302	26.74	
	3502	0.25	State Unemploy On 2000 Salary
	3602	10.43	Worker'S Comp Ins On 2000 Sal
	<b>Total Contributions</b>	<b>37.42</b>	
<b>Fund 13</b>	<b>SACS Object</b>	<b>Amount</b>	
	2200	22,965.23	Classified Support Salaries
	<b>Total Labor</b>	<b>22,965.23</b>	
<b>Fund 13</b>	<b>SACS Object</b>	<b>Amount</b>	
	3202	391.10	PERS On 2000 Salaries
	3302	1,217.05	
	3502	11.48	State Unemploy On 2000 Salary
	3602	461.42	Worker'S Comp Ins On 2000 Sal
	<b>Total Contributions</b>	<b>2,081.05</b>	

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

Pay Date 11/27/2013

## LABOR DISTRIBUTION FOR EMPLOYEE WARRANTS SUMMARY

Fund 01	<u>SACS Object</u>	<u>Amount</u>	
	1100	4,319,037.33	Teachers' Salaries
	1200	246,690.56	Cert Pupil Support Salaries
	1300	386,495.20	Cert Suprvrs' & Admins' Sal
	1900	72,197.50	Other Certificated Salaries
	2100	306,247.28	Instructional Aides' Salaries
	2200	578,521.11	Classified Support Salaries
	2300	120,715.44	Class Suprvrs' & Admins' Sal
	2400	344,441.97	Clerical & Office Salaries
	2900	35,411.01	Other Classified Salaries
	<b>Total Labor</b>	<b>6,409,757.40</b>	
Fund 01	<u>SACS Object</u>	<u>Amount</u>	
	3101	407,670.82	STRS On 1000 Salaries
	3201	9,066.67	PERS On 1000 Salaries
	3202	153,072.90	PERS On 2000 Salaries
	3301	66,400.41	
	3302	94,836.18	
	3401	582,551.86	
	3402	229,962.11	
	3501	2,512.33	State Unemploy On 1000 Salary
	3502	691.34	State Unemploy On 2000 Salary
	3601	100,955.66	Worker'S Comp Ins On 1000 Sal
	3602	27,835.77	Worker'S Comp Ins On 2000 Sal
	3701	82,144.58	
	3702	54,302.43	
	<b>Total Contributions</b>	<b>1,812,003.06</b>	
Fund 12	<u>SACS Object</u>	<u>Amount</u>	
	2100	5,408.26	Instructional Aides' Salaries
	2400	2,141.50	Clerical & Office Salaries
	<b>Total Labor</b>	<b>7,549.76</b>	
Fund 12	<u>SACS Object</u>	<u>Amount</u>	
	3102	161.22	STRS On 2000 Salaries
	3202	507.09	PERS On 2000 Salaries
	3302	337.24	
	3402	655.72	
	3502	3.77	State Unemploy On 2000 Salary
	3602	151.70	Worker'S Comp Ins On 2000 Sal
	<b>Total Contributions</b>	<b>1,816.74</b>	
Fund 13	<u>SACS Object</u>	<u>Amount</u>	
	2200	90,753.42	Classified Support Salaries
	2300	21,947.38	Class Suprvrs' & Admins' Sal
	2400	13,981.54	Clerical & Office Salaries
	<b>Total Labor</b>	<b>126,682.34</b>	
Fund 13	<u>SACS Object</u>	<u>Amount</u>	
	3202	11,388.86	PERS On 2000 Salaries
	3302	8,282.54	
	3402	14,492.12	
	3502	63.36	State Unemploy On 2000 Salary
	3602	2,545.40	Worker'S Comp Ins On 2000 Sal
	<b>Total Contributions</b>	<b>36,772.28</b>	



# BUSINESS SERVICES MEMORANDUM

**TO:** Dr. James Franco, Superintendent  
**FROM:** Dr. Casey Goodall, Assoc. Superintendent of Business Services  
**DATE:** December 12, 2013  
**SUBJECT:** Approve Revolving Cash Fund Reports (November, 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 (November, 2013).

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

12/02/13

**TUSD**  
**REVOLVING CASH FUND**  
November 2013

Date	Num	Name	Memo	Paid Amount
11/6/2013	8897	TRACY AWARDS & EMBROIDERY	PO14-01422	
			01-0000-0-0000-7150-4300-810-1001	-7.59
TOTAL				-7.59
11/12/2013	8898	Siam Cafe	PO14-00954 BOARD DINNER	
			01-0000-0-0000-7150-4300-810-1001	-94.90
TOTAL				-94.90
11/12/2013	8899	CALIFORNIA HIGHWAY PATROL	PO14-01503 FEES	
			01-0000-0-1110-1000-5800-800-9772	-57.00
TOTAL				-57.00
11/12/2013	8900	CALIFORNIA HIGHWAY PATROL	PO14-01503 FEES	
			01-0000-0-1110-1000-5800-800-9772	-57.00
TOTAL				-57.00
11/12/2013	8901	CALIFORNIA HIGHWAY PATROL	PO14-01503 FEES	
			01-0000-0-1110-1000-5800-800-9772	-57.00
TOTAL				-57.00
11/12/2013	8902	CALIFORNIA HIGHWAY PATROL	PO14-01503 FEES	
			01-00000-0-1110-1000-5800-800-9772	-57.00
TOTAL				-57.00
11/12/2013	8903	CALIFORNIA HIGHWAY PATROL	PO14-01503 FEES	
			01-0000-0-1110-1000-5800-800-9772	-57.00
TOTAL				-57.00
11/14/2013	8904	Mark's Donuts & Yogurt	PO14-00431	
			01-0000-0-0000-7150-4300-800-1013	-47.60
TOTAL				-47.60
11/19/2013	8905	UC Regents	Conference 11/20/2013 Valerie McDonald	
			13-5310-0-0000-3700-5200-800-9802	-60.00
TOTAL				-60.00
11/19/2013	8906	Skills USA California Region 5	REQ14-01657 Student Registration	
			01-3550-0-3800-1000-5800-700-2996	-285.00
TOTAL				-285.00
11/21/2013	8907	California Ag Teachers Association	Conference 11/22/2013 Marlene Hepner	
			01-7010-0-1110-1000-5200-700-6512	-105.00
TOTAL				-105.00

12/02/13

TUSD  
REVOLVING CASH FUND  
November 2013

Date	Num	Name	Memo	Paid Amount
11/21/2013	8908	Cross Country Education	Conference 12/5/13 Jones,Ochoa,Dixon,Little	
			01-6512-0-5750-1110-5200-800-2542	-716.00
TOTAL				-716.00



# BUSINESS SERVICES MEMORANDUM

**TO:** Dr. James C. Franco, Superintendent  
**FROM:** Dr. Casey Goodall, Associate Superintendent for Business Services  
**DATE:** December 17, 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:

Tracy High School:

1. Tracy Unified School District/Tracy High School: From the Tracy Breakfast Lions in the amount of \$11,563.80 (ck. #4658). This donation derives from the football concession profits at Tracy High School's home games and will benefit Tracy High School's athletic program.

West High School:

1. Tracy Unified School District/West High School: From Brian Wagner with Tri-Valley Stairs a portable batting cage (bubble style), 2 L screens and 2 batting practice mats with a total combined value of \$5,500.00. These items will benefit West High School's athletic program.
2. Tracy Unified School District/West High School: From Debra Silver with All American Logistics, LLC in the amount of \$4,000.00 (ck. #16627). This donation will be used towards the purchase of WYDY technology for the classrooms.

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

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

**FUNDING:** Sites and departments of the District will incur responsibilities and costs associated with (some) of the donations which include, but are not limited to, supplies, repairs, maintenance of equipment, disposal/recycling. All items accepted by the Board of Trustees of the Tracy Unified School District are directed to the District's warehouse through

the Materials Management Department for inclusion on the inventory list, marking for distribution and identification prior to site or department use or placement. All items needing inspection prior to installation or use are scheduled through the Materials Management and Operations and/or the Facilities Developments and budgeted accordingly. All technology items are reviewed and approved by the Director of Information Services and Educational Technology, prior to Board presentation.

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

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



# BUSINESS SERVICES MEMORANDUM

**TO:** Dr. James C. Franco, Superintendent  
**FROM:** Dr. Casey Goodall, Associate Superintendent for Business Services  
**DATE:** December 20, 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: Valley Community Counseling Services - Ratify  
Site: District Wide  
Item: Memorandum of Understanding  
Services: Approve the memorandum of understanding between Valley Community Counseling and Tracy Unified School District to provide evidence of shared costs in providing counseling services to students in the Tracy Unified School District  
Cost: In Kind Services  
Project Funding: Prevention and Early Intervention

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# BUSINESS SERVICES MEMORANDUM

**TO:** Dr. James C. Franco, Superintendent  
**FROM:** Dr. Casey Goodall, Associate Superintendent for Business Services  
**DATE:** December 20, 2013  
**SUBJECT:** **Ratify Measure S 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 S 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 S BOND  
SUMMARY OF SERVICES**

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A. Vendor: City of Tracy  
Site: South/West Park Elementary School Modernization  
Item: Application Fee - Ratify  
Services: Fire hydrant flow testing at four (4) locations on the South/West Park campus.  
Cost: \$1,340.00  
Project Funding: Measure S Bond Fund and State School Building Fund (SSBF)

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B. Vendor: Wallace Kuhl & Associates  
Site: South/West Park Elementary School Modernization  
Item: Proposal - Ratify  
Services: Consultant to provide geotechnical engineering services and geologic hazard report.  
Cost: \$11,900.00 Estimate  
Project Funding: Measure S Bond Fund and State School Building Fund (SSBF)

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# BUSINESS SERVICES MEMORANDUM

**TO:** Dr. James Franco, Superintendent  
**FROM:** Dr. Casey Goodall, Associate Superintendent for Business Services  
**DATE:** December 20, 2013  
**SUBJECT:** Accept the Fiscal Year 2012-13 Annual Financial Audit

**BACKGROUND:** Education code 41020.3 requires that the governing body of each local education agency contract for auditing services and review, at a public meeting, the annual audit of the local education agency for the prior year, any audit exceptions identified in that audit, the recommendations or findings of any management letter issued by the auditor, and any description of correction or plans to correct any exceptions or management letter issue. This review shall be placed on the agenda of the meeting pursuant to Section 35145, which requires that the meeting be open to the public, that minutes be taken, and that an agenda be posted within the limitations of other regular board meetings.

**RATIONALE:** The audit for the 2012-13 fiscal year is complete and will be presented to the governing board for approval. The audit document represents the results of work completed in accordance with GASB Statement Number 34. The financial report states that in the auditor's independent opinion, the district's records represent fairly, in all material respects, the financial position of the Tracy Unified School District at June 30, 2013.

The audit confirms that the results of our operations and the cash flow of the district's funds for the year are in conformity with accounting principles generally accepted in the United States of America.

**FUNDING:** This report generates no cost.

**RECOMMENDATION:** Accept the Fiscal Year 2012-13 Annual Financial Audit.

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



# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. James C. Franco, Superintendent  
**FROM:** Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources  
**DATE:** December 16, 2013  
**SUBJECT:** **Ratify Overnight Travel for the Tracy High School Mock Trial Team and Advisors to Attend the NorCal Mock Trial Invitational in Atherton, CA on January 10-12, 2014.**

**BACKGROUND:** Through hard work and determination, the Tracy High School Mock Trial Team has been invited to take part in the NorCal Mock Trial Invitational in Atherton, CA. The Tracy High School Mock Trial Team consisting of twenty students, Advisor, Justin Nunn and Coaches, Maryann Bird and Ron Indran will travel to Atherton, CA for this prestigious event. The Advisor and Coaches will transport the students in private vehicles, all drivers will be District approved prior to the trip. They will stay at the Atherton Park Inn & Suites in Atherton, Ca. Ratification is necessary due to the recent qualification (December 10<sup>th</sup>) to attend the NorCal Mock Trial Invitational.

**RATIONALE:** The Mock Trial competition involves students playing the roles of attorneys and witnesses in a courtroom presentation. This competition involves aspects of drama, debate, and critical thinking. The San Joaquin County Office of Education, in cooperation with other counties throughout the state, organizes and underwrites this program. This aligns with District Strategic Goal #7: Develop and utilize partnerships to achieve District goals.

**FUNDING:** The entrance fee (which includes breakfast and lunch) and the cost of the hotel will be paid out of the Superintendent's account. All other expenses will be funded by donations.

**RECOMMENDATION:** Ratify Overnight Travel for the Tracy High School Mock Trial Team and Advisors to Attend the NorCal Mock Trail Invitational in Atherton, CA on January 10-12, 2014.

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



# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. James C. Franco, Superintendent  
**FROM:** Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources  
**DATE:** December 16, 2013  
**SUBJECT:** **Approve Agreement for Special Contract Services with the Resource Area for Teaching (RAFT) to Facilitate the K-6 Science Curriculum Committee in Learning about Strategies and Instructional Materials for Implementing the Next Generation Science Standards.**

**BACKGROUND:** The K-6 Science Curriculum Committee is leading our efforts to transition to and implement the new Next Generation Science Standards (NGSS) in grades K-6. These teachers will create and use model inquiry lessons that enact the NGSS performance expectations as well as related engineering practices. Resource Area for Teaching (RAFT) will introduce teachers to a wide range of strategies and instructional materials teachers can use to create these model inquiry lessons for all district science teachers.

**RATIONALE:** The Next Generation Science Standards are high quality, college- and career-ready standards that require inquiry strategies and instructional materials for hands-on science inquiry lessons. At RAFT, 15 members of the Science Curriculum Committee will learn inquiry strategies and acquire instructional materials for creating model inquiry lessons to share with TUSD K-6 teachers. This Agenda item meets District Strategic Goal #1: Prepare all students for college and careers, and District Strategic Goal #6: Develop and support a high performing workforce.

**FUNDING:** The cost for this training and support is not to exceed \$1,100 and will be paid out of Common Core State Standards Implementation Funds.

**RECOMMENDATION:** Approve Agreement for Special Contract Services with the Resource Area for Teaching (RAFT) to Facilitate the K-6 Science Curriculum Committee in Learning about Strategies and Instructional Materials for Implementing the Next Generation Science Standards.

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

# 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 Resource Area for Teaching (RAFT), 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 customized training to 15 teachers from the K-6 science committee on STEM activities, hands-on learning strategies and instructional materials, project-based learning, and Next Generation Science Standards; give a tour of RAFT facility; grant \$20 for science inquiry materials and a 1-yr RAFT membership for each teacher

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 \_\_\_\_\_

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

a. District shall pay \$1100 per 1 HOUR 1 DAY ☒ FLAT RATE, not to exceed a total of \$1100. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.

b. District 1 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 1 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 January 15, 2014, and shall terminate on January 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, Debra Schneider at (209) 830-3252 ext. 1353 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.

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:

**KRAFT**

**RESOURCE AREA FOR Teachers**

Consultant Signature (1)

Social Security Number (2)

Title

Address

Tracy Unified School District

Date

01-7405-0-1110-2140-5800-800-2724

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.

#77-0365627

See Attached W-9



# EDUCATIONAL SERVICES MEMORANDUM

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**TO:** Dr. James Franco, Superintendent  
**FROM:** Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources  
**DATE:** December 5, 2013  
**SUBJECT:** Ratify Agreement for Special Contract Services with STEPS, Liz Zastrow and Karen Honkala for the 2013-2014 School Year.

**BACKGROUND:** Special Education Students may require specialized instruction and support services as part of their Individual Education Plan (IEP). Contracting with Liz Zastrow and Karen Honkala of STEPS is necessary in order to provide required assessments for a student with Autism. STEPS has agreed to conduct the assessment for one student attending Stein High School's severely handicapped young adult class. Ratification is necessary at this time due to assessments being conducted, based on current IEP provisions.

**RATIONALE:** School districts must offer a continuum of services including, when necessary, occupational therapy 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 students sub groups is closed, and District Strategic Goal #7: Develop and utilize partnerships to achieve District goals.

**FUNDING:** The contract rate is \$3,500.00 per assessment, with the total not to exceed \$3,500.00. Expenses are budgeted in account #01-6500-0-5770-1110-5800-800-2542.

**RECOMMENDATION:** Ratify Agreement for Special Contract Services with STEPS, Liz Zastrow and Karen Honkala 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 STEPS, Liz Zastrow and Karen Honkala 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: Transition/Vocational Educational Assessment for 1 student.
2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 1 assessment, 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 \$ 3,500.00 per assessment, including IEP attendance. 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 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)

\_\_\_\_\_

\_\_\_\_\_  
Title

\_\_\_\_\_  
Address

\_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_  
Date

Dr. Janet Skulina, Director Special Ed Dept  
Date Title

01-6500-0-5750-1110-5800-800-2542  
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 Services  
**DATE:** December 9, 2013  
**SUBJECT:** **Ratify Agreement for Special Contract Services with Valley Mountain Regional Center from November 21 through December 20, 2013.**

**BACKGROUND:** Special Education students may require specialized instruction and support from outside service providers as part of their Individual Education Plan (IEP). The District has contracted with Valley Mountain Regional Center in previous years to provide specialized educational services to children. One child with significant needs continues to require specialized educational services. The District does not have the program to meet the unique needs of this child. Therefore, we would like to contract with Valley Mountain Regional Center in order to provide the required services. Ratification is necessary so that services specified on the IEP can be provided in a compliant manner.

**RATIONALE:** A school district must provide designated instructional services in order for a child to benefit from his/her special education program. 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 #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 \$72.42 per day. Total contract expenses from November 21, 2013 through December 20, 2013 will not exceed \$1,448.40. Special education contract expenses are funded through 602 funding for special education, budgeted in account #01-6500-0-5750-1180-5800-800-2542.

**RECOMMENDATION:** Ratify Agreement for Special Contract Services with Valley Mountain Regional Center from November 21, 2013 through December 20, 2013.

**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 Mountain Regional Center, 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: **direct contact with pupil for Specialized Academic Services.**
2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of **20 days** under the terms of this agreement at the following location: UCP adult day program located in the City of Tracy.
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
  - a. District shall pay **\$72.42 per day for direct contact; not to exceed a total of \$1,448.40** for this contract. 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 [X] MONTHLY PROGRESS BASIS, [ ☐ ] SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoices 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 21, 2013, and shall terminate on December 20, 2013.
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,

Agreement for Special Contract Services - Page 2

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:**

J. Paul Bullock  
Contractor Signature (1)

See completed W-9  
Social Security Number (2)

12-13-13  
Date

Executive Director  
Title

Valley Mountain Regional Center  
Address

702 N. Aurora Street

Stockton, CA. 95219

Janet Skulina  
Dr. Janet Skulina, Director, Special Education

12-13-13  
Date

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

Cathy Donnell  
Department/State 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:** December 16, 2013  
**SUBJECT:** **Approve Agreement for Special Contract Services with Counseling and More (CAM) to Work with Students at Jacobson Elementary School for the 2013-2014 School Year.**

**BACKGROUND:** Counseling and More (CAM), formerly known as Peacemakers, has been very successful working with students at several TUSD schools. As the prevention of bullying and improving student behavior continue to remain a focus, the staff at Jacobson would like to enlist the services of CAM to provide daily support to students on campus in the area of decision making and discipline, conflict resolution, and, if needed, tutoring.

**RATIONALE:** Jacobson Elementary is a school-wide Title I school. Last year, a therapist was provided one day a week through a grant to work with students. There were enough students needing and qualifying for the service, that the therapist's time was increased to two days a week. Even with the increase, there was still a waiting list. Site goal 2b.17 states: Therapy program for students struggling with home or school issues. This contract also supports District Strategic Goal #3: Provide a safe and equitable learning environment for all students and staff, District Strategic Goal #6: Develop and support a high performing workforce, and District Strategic Goal #7: Develop and utilize partnerships to achieve District goals.

**FUNDING:** CAM training will be funded through Site Categorical Funds -- Title 1 and EIA. Total not to exceed \$5,000.00.

**RECOMMENDATION:** Approve Agreement for Special Contract Services with Counseling and More (CAM) to Work with Students at Jacobson Elementary School for the 2013-2014 School Year.

**Prepared by:** Mrs. Cindy Sasser, Principal, Jacobson 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 Counseling and More, 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: The Counseling and More program will provide daily support to students on the Jacobson campus in the areas of decision making and discipline, conflict resolution, and tutoring. The trained mentor will work with students Tuesday through Friday from 12:00-2:30.
2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of Tuesday through Friday from 12:00-2:30 ( ) **HOURS/DAY(s)** (circle one), under the terms of this agreement at the following location Jacobson Elementary School.
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
  - a. District shall pay \$ 5,000.00 **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**; [ **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 January 15, 2014, and shall terminate on May 30, 2014.
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, Cindy Sasser at ( 209 ) 830-3315 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)

Tracy Unified School District

Fed # 27-1011677

Social Security Number (2)

Date

12-17-13

Date

Title

President

Title

Account Number to be Charged

68 East 11th Street Ste 119

Address

Department/Site Approval

Tracy CA 95376

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.

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# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. James C. Franco, Superintendent  
**FROM:** Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources  
**DATE:** December 19, 2013  
**SUBJECT:** **Approve Overnight Travel for the Tracy High School Cheer Team to Participate in the JAMZ Nationals Competition in Las Vegas, Nevada on February 19-22, 2014.**

**BACKGROUND:** The Tracy High Cheer team has qualified and has been invited to attend JAMZ Nationals in Las Vegas on February 19-22, 2014. The Tracy High team qualified for the JAMZ Nationals by participating in two local competitions taking first place in both competitions. Sixteen (16) students, two (2) coaches, and four (4) parent volunteers will attend this event. The team will be staying at the Orleans Resort Hotel in Las Vegas. The team will be driven by the coaches, and parent volunteers that have been District cleared. Supervision will be provided by the coaches, parent volunteers, and JAMZ Nationals event staff.

**RATIONALE:** The team has worked very hard to qualify for this event. This event will give the team a great opportunity to represent Tracy High at the national competition. This aligns 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 and Goal #7: Develop and utilize partnerships to achieve District goals.

**FUNDING:** The cost per member has been funded through fundraising activities, which includes entry fees, competition fees, hotel accommodations; combined costs will not exceed \$5,000. The cost will be paid from the ASB Cheer Account.

**RECOMMENDATION:** Approve Overnight Travel for the Tracy High School Cheer Team to Participate in the JAMZ Nationals Competition in Las Vegas, Nevada on February 19-22, 2014.

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



# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. James Franco, Superintendent  
**FROM:** Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources  
**DATE:** December 19, 2013  
**SUBJECT:** **Approve Agreement for Special Contract Services with San Joaquin County Office of Education to Provide Project WRITE Training to ALAS Teachers at a January 23, 2014 In-Service.**

**BACKGROUND:** During the 2011-12 school year, San Joaquin County Office of Education provided three days of training on Project WRITE for the teachers who were piloting the ALAS (Academic Language and Support) classes. These are classes that provide academic language and literacy development for long-term English learners at middle school and high school. Project WRITE has genre specific units with a wealth of strategies specifically designed to support English Learners in developing high levels of academic writing.

**RATIONALE:** The ALAS teachers have been using the Project Write units, but have expressed a need for a review of the strategies and support for planning as they incorporate these strategies into the other curriculum they use (Scholastic English 3D), as well as into their Holt English curriculum. This one day training will provide the teachers with this refresher, along with new information that ties the Project WRITE materials to the Common Core writing standards and the new state English Language Development (ELD) standards.

**FUNDING:** Total not to exceed \$1,000 and will be paid out of state EIA funds (already allocated to support ALAS).

**RECOMMENDATION:** Approve Agreement for Special Contract Services with San Joaquin County Office of Education to Provide Project WRITE Training to ALAS Teachers at a January 23, 2014 In-Service.

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

# 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, 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 inservice on Project WRITE on January 23, 2014.
2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 1 **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 \$1000 per HOUR/DAY/FLAT RATE (circle one), not to exceed a total of \$ 1000. 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 January 11, 2014, and shall terminate on January 24 2014.
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, Dr. Sheila Harrison at (209) 830-3202 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

Mamie Starr or designee, Division Director

Title

SJCOE

Address

PO Box 213030

Stockton, CA

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.

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# HUMAN RESOURCES MEMORANDUM

**TO:** Dr. James Franco, Superintendent  
**FROM:** Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources  
**DATE:** December 19, 2013  
**SUBJECT:** Accept Resignations/Retirements/Leave of Absence for Classified, Certificated, and/or Management Employment

## BACKGROUND:

## CLASSIFIED CONFIDENTIAL RESIGNATION

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
Martin, Susan/ Personnel Analyst for Certificated Employees	Human Resources	12/30/13	Personal

## BACKGROUND:

## CERTIFICATED MANAGEMENT RESIGNATION

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
Hanks, Patrick/ School Psychologist	Williams Middle School	12/20/13	Personal

## BACKGROUND:

## CLASSIFIED RESIGNATION

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
Fox, Kelly/ Career Education Technician	WHS	12/20/13	Personal
Garcia, Gina/ Para Educator I	McKinley	12/6/13	Accepted a 6 hour IEP Para Educator I position At Bohn
Gonzalez, Idalia/ Food Service Worker	Stein HS	11/29/13	Personal

Hutton, Brenda/ Special Education Para Educator I	Central	12/2/13	Accepted a 6 hour Special Education Para Educator I position at Central
Keogh, Lisa/ School Supervision Assistant	Jacobson	12/3/13	Personal
Munira, Qurat/ School Supervision Assistant	S/WP	12/20/13	Personal
Nolan, James/ Utility Person II	Central	12/13/13	Personal
Pulido, Marbella/ School Supervision Assistant	Bohn	12/20/13	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



# HUMAN RESOURCES MEMORANDUM

**TO:** Dr. James Franco, Superintendent  
**FROM:** Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources  
**DATE:** December 20, 2013  
**SUBJECT:** Approve Classified, Certificated, and/or Management Employment

**BACKGROUND:**

Mitchell, Traci

**CERTIFICATED MANAGEMENT**

Counselor (Replacement)  
Kimball High School  
Range 7, Step A - \$34,280.67  
Funding: General

**BACKGROUND:**

Bennion, Oretta

**CLASSIFIED**

Para Educator I (New)  
South/West Park  
Range 24, Step A - \$12.51 per hour  
3 hours per day  
Funding: Restricted

Chong, Christine

IEP Para Educator I (New)  
Bohn  
Range 24, Step B - \$13.11 per hour  
6 hours per day  
Funding: Restricted

Fularczyk, Sherie

Food Service Worker (Replacement)  
Monte Vista Middle School  
Range 22, Step C - \$13.11 per hour  
4 hours per day  
Funding: Restricted

Garcia, Gina

IEP Para Educator I (New)  
\*Filled by current TUSD employee  
Range 24, Step E - \$15.07 per hour  
6 hours per day  
Funding: Restricted

Hutton, Brenda

Special Education Para Educator I (New)  
\*Filled by current TUSD employee  
Central  
Range 24, Step D - \$14.37 per hour  
6 hours per day  
Funding: Restricted

Keogh, Lisa	School Supervision Assistant (Replacement) Jacobson Range 21, Step A - \$11.69 per hour 2 hours per day Funding: General
Mileo, Jennifer	School Supervision Assistant (Replacement) Villalovo Range 21, Step A - \$11.69 per hour 1.5 hours per day Funding: General
Ontiveros, Eusebio	Utility Person II (New) Tracy High Range 35, Step A - \$16.16 per hour 8 hours per day Funding: General
Phelps, Lindsey	Special Education Para Educator I (Replacement) Hirsch Range 24, Step A - \$12.51 per hour 4 hours per day Funding: Restricted
Scheuerlein, Robyn	IEP Para Educator I (New) Tracy High Range 24, Step A - \$12.51 per hour 6.5 hours per day Funding: Restricted
Valencia, Ana	Special Education Para Educator I (Replacement) Jacobson Range 24, Step A - \$12.51 per hour 4 hours per day Funding: Restricted
Villarreal, Teresa	School Supervision Assistant (Replacement) George Kelly Range 21, Step A - \$11.69 per hour 1 hour per day Funding: General

**BACKGROUND:**

**COACHES**

**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 for Business Services  
**DATE:** December 3, 2013  
**SUBJECT:** Approve the Education Protection Account (EPA) Spending Plan

**BACKGROUND:** After the passage of Proposition 30, the *Schools and Local Public Safety Protection Act of 2012*, schools and community college campuses across California have begun receiving funds through a new Education Protection Account (EPA) that was established by the voter initiative.

**RATIONALE:** During the campaign, voters were assured that these funds would be spent to stabilize school budgets and restore educational opportunities, and would not be used for administration. Each district is required to develop an EPA spending plan, submit that plan for board approval, and post the plan on the district website.

**FUNDING:** In Tracy Unified School District, EPA funds have been used exclusively to stabilize a budget that has shown planned deficit spending since the inception of the recession of 2007. The dollars have been budgeted to teacher, para-professional, and custodial positions to forestall budget reductions that would have been required had EPA funds not been made available.

**RECOMMENDATION:** Approve the Education Protection Account (EPA) Spending Plan.

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

**Tracy Unified School District  
2013-14 Education Protection Account (EPA) Spending Plan**

Proposition 30, The Schools and Local Public Safety Protection Act of 2012, approved by the voters on November 6, 2012, temporarily increases the state's sales tax rate for all taxpayers and the personal income tax rates for upper-income taxpayers.

The new revenues generated from the Proposition 30 are deposited into a newly created state account called the Education Protection Account (EPA). School districts, county offices of education, and charter schools (LEAs) will receive funds from the EPA based on their proportionate share of the statewide revenue limit amount. A corresponding reduction is made to an LEA's revenue limit EPA entitlement. LEAs will receive EPA payments quarterly beginning with the 2013-14 Fiscal Year.

Proposition 30 provides that all K-14 local agencies have the sole authority to determine how the funds received from the EPA are spent, but with these provisions:

- The spending plan must be approved by the governing board during a public meeting.
- EPA funds cannot be used for the salaries or benefits of administrators or any other administrative costs.
- Refer to the attached list of functions for which EPA funds may be used.
- Each year, the local agency must publish on its website an accounting of how much money was received from the EPA and how the funds were expended.

Tracy Unified School District estimated 2013-2014 EPA Entitlement:                      \$ 18,150,086

It is proposed that the EPA funds be used to cover salary and benefit costs of non-administrative certificated and classified staff, and the costs of instructional materials. The percentage of funds used per group is determined by its share of the costs to the general fund. Any difference in revenue and/or expenditures will be adjusted in teacher salaries.

Group	Percentage of GF cost per group	Percentage applied to EPA funds	Amount
Certificated	65.73%	86.44%	\$ 15,688,124
Classified	26.91%	11.40%	2,070,009
Management	7.36%	Not Eligible	-
Materials & Supplies	Not Applicable	2.16%	391,953
Total	100.00%	100.00%	\$ 18,150,086

Certificated Positions			
Position	Number of Employee FTEs	SACS Function	Approximate Cost
Classroom Teachers	Up to 178	1000	\$ 14,998,110
High School Counselors	Up to 4	3110	653,183
Classroom Teachers	Up to 1	4100	16,339
Classroom Teachers	Up to 1	4200	20,492
Total	Up to 184		\$ 15,688,124

Classified Positions			
Position	Number of Employee FTEs	SACS Function	Approximate Cost
Instructional Aides	Up to 5	1000	\$ 164,551
School Supervision	Up to 5	2490	113,482
Assessment Specialist	Up to 1	3160	66,971
Transportation Mechanics	Up to 2	3600	132,822
School Office Support	Up to 2	3900	124,101
Maintenance	Up to 25	8200	1,468,082
Total	Up to 40		\$ 2,070,009

Materials and Supplies	SACS Function - 1000	\$ 391,953
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Tracy Unified School District  
2013-14 Education Protection Account  
Program by Resource Report  
Expenditures by Function - Detail

**Expenditures through: June 30, 2014**  
**For Fund 01, Resource 1400 Education Protection Account**

Description	Object Codes	Amount
<b>AMOUNT AVAILABLE FOR THIS FISCAL YEAR</b>		
Adjusted Beginning Fund Balance	9791-9795	\$ -
Revenue Limit Sources	8010-8099	18,150,086
Federal Revenue	8100-8299	-
Other State Revenue	8300-8599	-
Other Local Revenue	8600-8799	-
All Other Financing Sources and Contributions	8900-8999	-
Deferred Revenue	9650	-
<b>TOTAL AVAILABLE</b>		<b>\$ 18,150,086</b>
<b>EXPENDITURES AND OTHER FINANCING USES</b>		
<b>(Objects 1000-7999)</b>		
Instruction	1000-1999	\$ 15,554,614
Instruction-Related Services		-
Instructional Supervision and Administration	2100-2150	-
AU of a Multidistrict SELPA	2200	-
Instructional Library, Media, and Technology	2420	-
Other Instructional Resources	2490-2495	113,482
School Administration	2700	-
Pupil Services		-
Guidance and Counseling Services	3110	653,183
Psychological Services	3120	-
Attendance and Social Work Services	3130	-
Health Services	3140	-
Speech Pathology and Audiology Services	3150	-
Pupil Testing Services	3160	66,971
Pupil Transportation	3600	132,822
Food Services	3700	-
Other Pupil Services	3900	124,101
Ancillary Services	4000-4999	36,831
Community Services	5000-5999	-
Enterprise	6000-6999	-
General Administration	7000-7999	-
Plant Services	8000-8999	1,468,082
Other Outgo	9000-9999	-
<b>TOTAL EXPENDITURES AND OTHER FINANCING USES</b>		<b>\$ 18,150,086</b>



# EDUCATIONAL SERVICES MEMORANDUM

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**TO:** Dr. James Franco, Superintendent  
**FROM:** Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources  
**DATE:** December 11, 2013  
**SUBJECT:** Approve Resolution No. 13-12 Establishing March 2014 as “Arts in Education Month.”

**BACKGROUND:** Many national and state professional education associations hold celebrations in March focused on art in education. The District has worked to develop standards in the areas of Visual and Performing Arts, as well as a variety of programs. The District has continued to promote and offer a strong Visual and Performing Arts program while maintaining a focus on core curriculum, student achievement, and closing the achievement gap.

**RATIONALE:** This resolution recognizes the importance of the arts in education and in our society. It advocates for school districts to continue offering a comprehensive Visual and Performing Arts program for all students. 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.

**FUNDING:** N/A

**RECOMMENDATION:** Approve Resolution No. 13-12 Establishing March 2014 as “Arts in Education Month.”

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



**TRACY UNIFIED SCHOOL DISTRICT  
RESOLUTION No. 13-12  
RESOLUTION AUTHORIZING MARCH 2014 AS  
“ARTS IN EDUCATION MONTH”**

**WHEREAS**, Arts Education, which includes dance, music, theatre, and the visual arts, is an essential part of basic education for all students, kindergarten through grade twelve; and

**WHEREAS**, through well-planned instruction and activities in the arts, children develop initiative, creative ability, self-expression, self-reflection, thinking skills, discipline, a heightened appreciation of beauty and cross-cultural understanding; and

**WHEREAS**, many national and state professional education associations hold celebrations in March focused on students’ participation in the arts; and

**WHEREAS**, experience in the arts develops insights and abilities central to the experience of life, and the arts are collectively one of the most important repositories of culture; and

**WHEREAS**, these celebrations give Tracy schools a unique opportunity to focus on the value of the arts for all students, to foster cross-cultural understanding, to give recognition to our outstanding young artists to focus on careers in the arts available to students, and to enhance public support for this important part of our curriculum; and

**WHEREAS**, the Tracy Unified School District Board of Education states in its Board Policy 6142.6 adopted in September 1997 that a comprehensive arts education program should be an integral part of the basic education offered to all students in all grades; and

**THEREFORE BE IT RESOLVED**, on January 14, 2014 that the Tracy Unified School District Board of Education joins the California State Board of Education in proclaiming the Month of March 2014 as Arts Education Month and encourages all schools in the Tracy Unified School District to celebrate the arts with meaningful student activities and programs that demonstrate learning and understanding in the visual and performing arts; and be it further;

**PASSED AND ADOPTED** this the 14<sup>th</sup> day of January, 2014, by the Board of Trustees of the Tracy Unified School District the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

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**Board Member  
Board of Trustees  
Tracy Unified School District**

Attested:

I certify that the foregoing resolution was adopted by the Board of Trustees of the Tracy Unified School District, County of San Joaquin, on the date shown above.

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**Board Member  
Board of Trustees  
Tracy Unified School District**



# HUMAN RESOURCES MEMORANDUM

**TO:** Dr. James C. Franco, Superintendent  
**FROM:** Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources  
**DATE:** December 20, 2013  
**SUBJECT:** Approve New Job Description for Food Service Worker II

**BACKGROUND:** The new position of Food Service Worker II will provide the opportunity to aspiring employees to take on additional responsibilities and become familiar with managerial tasks. This position will create a potential career step between a Food Service Worker, Range 22, and a Food Service Supervisor, Range 34. Staff in this new position will be able to assist the Food Service Supervisor in overseeing complex and large kitchen operations. The Food Service Worker II position will also allow Food Service Supervisors more time to oversee the satellite school sites and ensure quality product and services to students.

**RATIONALE:** In the absence of the Food Service Supervisor, the Food Service Worker II will be able to temporarily serve in a supervisory position. They will be able to provide guidance to staff, thus ensuring no interruption in food safety procedures, food quality and customer service. In addition, this position will be instrumental in keeping food and equipment costs to a minimum while maintaining a viable operation.

This agenda item meets District Strategic Goal #5: Continuously improve fiscal, facilities and operational processes, and District Strategic Goal #6: Develop and support a high performing workforce.

**FUNDING:** The additional annual cost of a Food Service Worker II will be \$20,455.67 at a Classified Salary Range 24 (Step C + Benefits). The increase will be funded by Cafeteria Fund 13.

**RECOMMENDATION:** Approve New Job Description for Food Service Worker II

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

## **TRACY UNIFIED SCHOOL DISTRICT JOB DESCRIPTION**

**POSITION TITLE:** Food Service Worker II

**DEPARTMENT:** Food Services

**POSITION SUMMARY:** Under general supervision of the Director of Food Services or designee the Food Service Worker II assists with and monitors the preparation, serving and transporting of hot and cold foods to school sites and/or on-site cafeterias, snack bars, central kitchens or schools. In the absence of the Food Service Supervisor, the Food Service Worker II acts as designee to ensure the safe and effective operation of all kitchen areas. The Food Service Worker II supports kitchen staff to ensure that all kitchen areas are maintained in a clean and sanitary environment, and that all food service equipment and supplies are maintained, stored and cleaned in a sanitary manner. This is a ten month position.

### **ESSENTIAL FUNCTIONS:**

1. Assists in the preparation of food and serving or packaging of food to food service customers.
2. Sets up and serves hot and cold food, beverages and other foodstuffs at serving lines in accordance with the meal pattern requirements for the National School meal and snack programs.
3. Coordinates kitchen work activity to ensure that all equipment and supplies are available to production staff to meet customer needs and meal program requirements.
4. Assists in ordering, cleaning, and storing of cafeteria food and non-food supplies.
5. Cleans pots, pans, and other equipment and maintains food preparation and kitchen work areas in a safe and sanitary environment.
6. Arranges for proper storage and use of all food and non-food supplies, and that all foods are served and stored in compliance with safe and sanitary regulations per local and state health codes.
7. Completes all documents required by State, Federal and Food Service guidelines including but not limited to meal production sheets, transportation records, inventories and other related records.
8. Operates and maintains food service equipment.
9. Cleans and sanitizes tables and chairs in the cafeterias.
10. Follows standardized recipes and adjusts amounts to meet daily meal participation requirements.
11. Attends Food Service Department meetings and training sessions as required.
12. Assists Food Service Supervisors to monitor serving kitchens and maintain standards required by the United States Department of Agriculture and the California Department of Education.
13. Assists with organizing the tasks of student workers that provide services in the school cafeterias.
14. Collects and counts all monies generated at points-of-sale at sites, and assists with deposits and daily summaries.
15. Transports food and supplies as needed.
16. Maintains regular and prompt attendance in the workplace.
17. Performs other related duties as assigned.

### **EDUCATION AND EXPERIENCE:**

The ability to carry out oral and written directions, read, write and speak at a level sufficient to fulfill the duties to be performed for the position described. High school diploma or equivalent required. One year of successful work experience in food service institutional meal preparation

preferred. College credit in related course work preferred. Have, or be able to obtain a Food Service Sanitation Certificate within six months of employment. Must pass District pre-employment physical. Valid California driver's license required.

**SKILLS AND QUALIFICATIONS:**

1. Knowledge of principles and methods of quantity food preparation, proper food handling and storage techniques for hot and cold foods and related food items.
2. Knowledge of sanitation principles applicable to serving and storing of food.
3. Ability to operate and maintain food service equipment to health and safety standards.
4. Ability to coordinate the work of Food Service Worker staff to maintain a safe and effective kitchen.
5. Ability to estimate quantities of supplies needed to meet customer demands and keep the Food Service program functioning economically.
6. Ability to develop and maintain cooperative working relationships with those contacted in the course of work.
7. Ability to operate standard office equipment and perform basic computer skills needed at point-of-sale.
8. Ability to assist with Food Service Department record keeping.

**PHYSICAL REQUIREMENTS:**

Employees in this position must have the ability to:

1. Sit for extended periods of time.
2. Stand and/or walk on hard and/or uneven surfaces for extended periods of time.
3. Reach overhead, grasp, push/pull up to 50 pounds for short distances.
4. Bend, squat, stoop and/or climb for extended periods of time.
5. Lift and/ or carry up to 50 pounds to waist height for short distances.
6. Enter data into a computer terminal and operate standard office equipment for extended periods of time.
7. See and read a computer screen and printed matter with or without vision aids.
8. Speak so that others may understand at normal levels and on the telephone with or without hearing aids.
9. Hear and understand at normal levels and on the telephone with or without hearing aids.

**WORK ENVIRONMENT:**

The Food Service Worker II will be required to work indoors in a standard office or kitchen environment and may come in direct contact with District staff, students, parents and the public. In addition, employees in this position may occasionally perform duties and responsibilities that occur outside school buildings and facilities in serving lines that may be indoor and/or outdoor at school related activities and events. Employees in this position will be exposed to moderate noise levels from food service equipment, cafeterias and/or exhaust fans. Must wear closed toe shoes, meet uniform requirements, and as required by a particular assignment wear protective and/or hygienic equipment or clothing as required.

**DAYS OF SERVICE:** 181

**SALARY:** Classified Range 24

**BOARD APPROVED:**



# HUMAN RESOURCES MEMORANDUM

**TO:** Dr. James C. Franco, Superintendent  
**FROM:** Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources  
**DATE:** December 20, 2013  
**SUBJECT:** Approve the New Job Description for Driver/Dispatcher

**BACKGROUND:** In the last several years, the Transportation Department has continued to grow. Currently, the Transportation Department has 75 buses and approximately 90 staff members. In addition to daily routes, the Transportation Department provided service for 855 activity trips in school buses during the 2012-2013 school year. For the 2013-2014 school year, this could potentially increase to over 1000 activity trips during the 180-day school year.

During the 2012-2013 school year, staff in the Transportation Department received citations from the California Highway Patrol due to exceeding the number of hours to be worked during specific time periods. The District was not cited; however, the California Highway Patrol met with the Superintendent and informed him that we needed to more accurately control and track the hours of our Transportation employees or the District Superintendent could be cited.

This position is critical to ensure that the Transportation Department remains compliant with all laws and regulations.

**RATIONALE:** Due to continuous growth within the Transportation Department, this position will help ensure that we are meeting the needs of our students and community. By shifting the dispatch duties away from the driver trainer, new drivers can be trained more quickly. This position will also help to ensure that we remain compliant with all current laws and regulations, and that drivers have route information that is updated and correct.

This agenda item meets District Strategic Goal #5: Continuously improve fiscal, facilities and operational processes, and District Strategic Goal #6: Develop and support a high performing workforce.

**FUNDING:** The additional annual cost for a Driver/Dispatcher will be approximately \$41,427.19 at Classified Salary Range 36 (Step C + Benefits). The position will be funded by the District's General Fund.

**RECOMMENDATION:** Approve the New Job Description for Driver/Dispatcher

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

## TRACY UNIFIED SCHOOL DISTRICT JOB DESCRIPTION

**POSITION TITLE:** Driver /Dispatcher

**DEPARTMENT/DIVISION:** Transportation Department

### **POSITION SUMMARY:**

Under general supervision of the Director of Transportation, oversees the daily bus route assignments to ensure adequate coverage of bus routes and field trips. Assists in maintaining bus operator records and safely operates a school bus transporting students to and from school and school-sponsored events. This is a twelve month position with a flexible schedule.

### **ESSENTIAL FUNCTIONS:**

1. Dispatches bus drivers.
2. Performs a wide variety of clerical work including word processing, data entry, filing and maintaining Transportation records.
3. Responds to inquiries via telephone, mail, email, in person and through other formats, and answers questions regarding Transportation issues such as field trip requests, District vehicle requests, vehicle repair procedures and bus pass applications.
4. Operates standard office equipment and maintains records required by local, County, State and Federal agencies.
5. Contacts parents and/or school sites regarding student discipline issues.
6. Maintains records for bus passes including applications and monies due to District.
7. Types and prepares letters, reports, memoranda, bulletins or other material from oral direction, rough draft, or notes.
8. May receive, sort and distribute mail.
9. Facilitates communication between bus drivers in the absence of the Director and the Driver Trainer/Dispatcher using electronic communication devices.
10. Confers with bus drivers regarding route issues.
11. Rides on school buses and District vehicles to check routes and route schedules for the most efficient fleet operation.
12. Makes alternative transportation arrangements when a District vehicle breaks down.
13. Assists in preparing computerized bus routes and assigning drivers to routes and buses; prepares route schedules, maps and location of appropriate bus stops.
14. Confers with principals and parents regarding transportation concerns, bus routes, school boundaries and complaints as necessary.
15. Drives all District owned vehicles and reviews driver Time/Count sheets.
16. Assists in maintaining Transportation Department records.
17. Drives and operates a school bus and District owned vehicles as necessary.
18. Drives a school bus and District owned vehicles over designated routes in accordance with time schedules.
19. Maintains regular and prompt attendance in the workplace.
20. Performs other related duties as required.

### **EDUCATION AND EXPERIENCE:**

Ability to carry out oral and written directions. Ability to read, write and speak at a level sufficient to fulfill the duties to be performed for the position described. Must possess a valid Class B California Driver's License, Medical Examiner's Certificate, California Special Driver's Certificate and First Aid Card. High School diploma or equivalency preferred.

**SKILLS AND QUALIFICATIONS:**

1. Knowledge of all laws, rules and regulations pertaining to the transportation of students including provisions of the California Motor Vehicle Highway Patrol Passenger Transportation Safety Handbook (HPH 82.7) and all revisions thereof.
2. Knowledge of the Education Code applicable to the operation of vehicles transporting school students.
3. Knowledge of methods, practices and procedures used in first aid and emergency conditions.
4. Knowledge of the geography and boundaries of the District.
5. Ability to read and develop a variety of bus routes, schedules, reports and maps.
6. Demonstrates effective methods of student supervision and discipline.
7. Ability to coordinate the work of others within the Department in situations that involve responsibilities and assignments of drivers.
8. Ability to operate a variety of District vehicles safely and efficiently.
9. Ability to effectively supervise students and apply District discipline policies to students on a school bus.
10. Ability to operate a variety of electronic communication devices and dispatch appropriately.
11. Ability to develop and maintain cooperative working relationships with those contacted in the course of work.

**PHYSICAL REQUIREMENTS:**

Employees in this position must have the ability to:

1. Sit for extended periods of time.
2. Stand, walk, bend, squat, stoop and/or climb for extended periods of time.
3. Right and left foot movements such as operating foot controls for extended periods of time.
4. Reach above shoulder level for extended periods of time.
5. Push/pull up to 50 lbs. for extended periods of time
6. Lift and/or support up to 50 lbs. for extended periods of time.
7. Lift and carry up to 50 lbs. at waist height for short periods of time.
8. Repetitive foot and/or hand/arm movements (grasp/pinch, etc.) for extended periods of time.
9. Speak so that others may understand at normal levels and on the telephone.
10. Hear and understand at normal levels and on the telephone with or without hearing aids.

**WORK ENVIRONMENT:**

Employees in this position will be required to work indoors and outside under various temperatures and weather conditions. Employees will also be required to work on uneven ground. Employees may be exposed to dust, fumes, gases and smoke. As required, must wear protective devices such as gloves and dust mask. Employees will be exposed to vibrations.

**SALARY:** Classified Range 36

Board Approved:



# HUMAN RESOURCES MEMORANDUM

**TO:** Dr. James C. Franco, Superintendent  
**FROM:** Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources  
**DATE:** December 20, 2013  
**SUBJECT:** Approve New Job Description for Para Educator for Therapeutic Behavior

**BACKGROUND:** The responsibility for the provision of Individual Education Plan (I.E.P.) specific mental health services was transferred from county mental health agencies to local educational agencies in 2010. Funding was released to school districts beginning with the 2010-2011 school year for providing mental health services. Tracy Unified School District immediately began building the infrastructure for the provision of mental health services for our students with disabilities (I.E.P. specific). It became apparent that there is the need for therapeutic behavior para educators to support individual students and their families in ways that had not been previously a district responsibility. There were no job descriptions within the CSEA bargaining unit that described the position accurately for the staff necessary to provide these services. The Tracy Unified School District Mental Health Team supports the new job description for Para Educator for Therapeutic Behavior in order to complete very specific tasks related to student needs.

**RATIONALE:** This new position will expand the ability of both our Behavior Specialists and Mental Health Coordinator to reach students with specific needs. The employees in the Para Educators for Therapeutic Behavior positions will support teachers and other Para Educators, mitigating the need for additional staff in certain circumstances.

This agenda item meets District Strategic Goal #5: Continuously improve fiscal, facilities and operational processes, and District Strategic Goal #6: Develop and support a high performing workforce.

**FUNDING:** The additional annual cost for one position is approximately \$23,508.69 (Classified Salary Range 31 - Step C plus benefits). The funding source will be Mental Health (6512).

**RECOMMENDATION:** Approve New Job Description for Para Educator for Therapeutic Behavior

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

## TRACY UNIFIED SCHOOL DISTRICT JOB DESCRIPTION

**POSITION TITLE:** Para Educator for Therapeutic Behavior

**DEPARTMENT/DIVISION:** Special Education

**POSITION SUMMARY:** Under the general supervision of the special education administrator, curriculum/behavior specialist, and/or mental health coordinator provides assistance to students with behavior and social/emotional needs based on individual student's programs. The Para Educator for Therapeutic Behavior additionally provides District wide coaching and training as directed and developed by the Mental Health Coordinator and/or Behavior Intervention Specialist to other Para Educators in the Special Education Department. This is a ten month position which may require up to ten additional work days.

### **ESSENTIAL FUNCTIONS:**

1. Regularly performs tasks requiring the application of unique skills with minimal teacher supervision.
2. May possess expertise or knowledge which permits exercise of personal initiative.
3. Assists teachers with the supervision and training of students at school campus environments and other unique environments such as the school bus.
4. Performs liaison duties for staff, parents, and students including enhancing mental health support services.
5. Prepares instructional materials as they relate to behavior or the provision of mental health therapy.
6. Assists individual students with mental health and / or behavioral needs.
7. Assists supervisors in the implementation of educational and social/emotional/behavioral programs.
8. Prepares graphic and written teaching and intervention materials.
9. Operates various technological devices including tablets, copy machines, computers, printers, assistive technology equipment and augmented communication devices or other technology.
10. Enters, analyzes, synthesizes, and creates graphic representations of data with specific programs.
11. Maintains records and designated files.
12. Prepares a wide variety of materials including correspondence, memos, reports and notices which may require data entry and consultation with staff.
13. Orders and distributes supplies.
14. Provides support and instruction to classified Special Education staff regarding the behavioral or emotional needs of students including, but not limited to, data collection, coaching, modeling, direct instruction and behavior intervention strategies as developed and directed by the Mental Health Coordinator and/or the Behavior Specialist.
15. Intervenes and responds to students in behavioral crisis.
16. Attends required trainings to build skills related to students' social/emotional/behavioral needs.
17. Maintains regular and prompt attendance in the workplace.
18. Performs other related duties as assigned.

### **EDUCATION AND EXPERIENCE:**

Ability to carry out oral and written directions, read, write, and speak at a level sufficient to fulfill the duties to be performed. High school diploma or equivalent required. Completion of the fourteenth grade with an A.A. degree from an accredited community college, equivalent certificate, or equivalent experience in an appropriate discipline desired; expertise in specific

program requirements may serve in lieu of education requirement; two years experience in the care and supervision of children, preferably in a school environment. Must hold valid CPR and First Aid certifications, and pass the District proficiency test.

#### **SKILLS AND QUALIFICATIONS:**

1. Knowledge of English usage, grammar, spelling, punctuation, and vocabulary.
2. Knowledge of school schedules, routines, and procedures for general and special education programs.
3. Additional qualifications may be required dependent upon specific student needs and program requirements (e.g., bilingual, sign language for the deaf, or specialization in a prescribed educational program); training and experience in preventing, managing, and responding to students in crisis.
4. Ability to assist with supervising the learning activities in a school district setting
5. Ability to work independently on own initiative
6. Ability to operate standard office and instructional equipment (those with clerical assignments may be required to type at a speed of 45 words per minute from clear copy)
7. Ability to maintain cooperative working relationships with those contacted in the course of work
8. Knowledge of positive behavior support planning and implementation of effective strategies for addressing student behavior
9. Knowledge and experience in working with students with autism-spectrum disorder and emotional disturbance.
10. Experience with data collection for behavioral and emotional issues.

#### **PHYSICAL REQUIREMENTS:**

Employees in this position must have the ability to:

1. Sit for extended periods of time.
2. Enter data/information into a computer terminal/typewriter, operate standard office equipment for extended periods of time, and use a telephone.
3. See and read a computer screen and printed matter with or without vision aids.
4. Hear and understand speech at normal levels and on the telephone with or without hearing aids.
5. Speak so that others may understand at normal levels and on the telephone.
6. Squat, stoop and/or bend over.
7. Reach overhead, grasp, push/pull up to 75 pounds for short distances.
8. Lift and/or carry up to 75 pounds at shoulder height for short distances.
9. Stand and/or walk on hard and/or uneven surfaces for extended periods of time.

#### **WORK ENVIRONMENT:**

Employees in this position will be required to work indoors and outdoors in various weather conditions during the course of the daily work schedule. Employees in this position will be required to travel to District school sites and come in direct contact with district/school staff, students, parents and the public.

**SALARY:** Classified Range 31

Board Approved:



# HUMAN RESOURCES MEMORANDUM

**TO:** Dr. James Franco, Superintendent  
**FROM:** Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources  
**DATE:** December 18, 2013  
**SUBJECT:** **Approve Tentative Agreements with the California School Employees Association**

**BACKGROUND:** Pursuant to Article XLIV in the Master Agreement between Tracy Unified School District and California School Employees Association (2011-2012, 2012-2013, 2013-2014), the Agreement shall be in full force and effect from July 1, 2011 through June 30, 2014, with two (2) re-openers each year plus Article VIII, Pay and Allowances, and Article X, Fringe Benefits.

Pursuant to Article XLIV, CSEA chose to open Article XI, Hours and Overtime, and Article XLIII, Transportation. The District chose to open Article XIX, Sick Leave, and Article XXVI, Vacation Leave. The parties have concluded the negotiation process and have signed tentative agreements (attached) on the following articles:

Article VIII, Pay and Allowances  
Article X, Fringe Benefits  
Article XI, Hours and Overtime  
Article XIX, Sick Leave  
Article XXVI, Vacation Leave  
Article XLIII, Transportation

To remain in compliance with AB 1200 and Government Codes 3547.5 and 3540.2, Salary Settlement Agreement forms will be made available for public disclosure and are attached.

This agenda item meets District Strategic Goal #6: Develop and support a high performing workforce and District Strategic Goal #7: Develop and utilize partnerships to achieve District goals.

**FUNDING:** Pay increases described in the tentative agreement for Article VIII, Pay and Allowances (see attached) will be paid from a variety of funds.

**RECOMMENDATION:** Approve Tentative Agreements with the California School Employees Association

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

**CSEA and TUSD  
TENTATIVE AGREEMENT  
December 5, 2013**

The California School Employees Association (hereafter "CSEA") and the Tracy Unified School District (hereafter "District") do hereby agree to the following:

**ARTICLE VIII  
PAY AND ALLOWANCES**

- A. Status quo on Article VIII, Pay & Allowances and defined in Appendix A of the current Master Agreement between the Tracy Unified School District (TUSD) and California School Employees Association (CSEA) (2011-2012, 2012-2013, 2013-2014) for the 2012-2013 school year.
- B. 2.35% increase to each step and range cell of the salary schedule described in Article VIII, Pay & Allowances and defined in Appendix A of the current Master Agreement between the Tracy Unified School District (TUSD) and California School Employees Association (CSEA) (2011-2012, 2012-2013, 2013-2014) for the 2013-2014 school year, retroactive to July 1, 2013, with no reopeners on Article VIII, Pay & Allowances for the 2013-2014 school year.
- C. If any other employee group in the Tracy Unified School District negotiates an increase in total ongoing compensation (i.e. increase to salary and/or benefits) for the 2012-2013 and/or 2013-2014 school years combined that is different than a 2.35% increase to salary schedules applicable to their employee groups, then a "Me-Too" clause shall be implemented. The "Me-Too" clause shall be calculated as follows:

1. Calculate the cost of a 1% increase to all applicable salary schedules for each of the three exclusive employee bargaining groups. In this case, the cost of 1% has been calculated to be:

TEA (Exclusive bargaining group):	\$	703,241
CSEA (Exclusive bargaining group):	\$	287,903
TSMA (Non-exclusive, non-bargaining employee group):	\$	78,773
Total:	\$	1,069,917

2. Multiply by the figures calculated in step 1 by 2.35 to determine the cost of a 2.35% increase to total compensation. In this case, the cost of 2.35% has been calculated to be:

TEA (Exclusive bargaining group):	\$	703,241 x 2.35 =	\$	1,652,616.35
CSEA (Exclusive bargaining group):	\$	287,903 x 2.35 =	\$	676,572.05
TSMA (Non-exclusive, non-bargaining employee group):	\$	78,773 x 2.35 =	\$	185,116.55
Total:	\$	1,069,917 x 2.35 =	\$	2,514,304.95


3. If any other recognized employee groups in the Tracy Unified School District negotiate an increase in total compensation (including salary and capitation for health, vision, or dental insurance) greater than that calculated in step 2, the employees in the CSEA bargaining unit shall then receive an additional amount for equalization equal to the percentage above 2.35% obtained by the other employee groups.
4. Determine the actual cost of increased compensation for each of the three employee groups.
5. Subtract the amount calculated for each employee group in step 2 from the amount calculated in step 3. The difference shall be called the Surplus Amount.
6. The Surplus Amount calculated for each employee group in step 5 shall be divided by the amount calculated for each employee group in step 2 to determine the percentage increase called the "Me-Too" percentage increase.

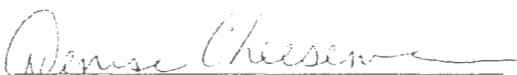
7. Multiply the "Me-Too" percentage increase calculated in step 6 times the cost of 1% for CSEA calculated in step 1. This amount shall be called the "Me-Too" dollars to be distributed among CSEA unit members.
  8. If the "Me-Too" dollars to be distributed among CSEA unit members are less than or equal to zero dollars, the "Me-Too" clause will not be implemented.
  9. If the "Me-Too" dollars to be distributed among CSEA unit members are greater than zero dollars, they shall be added to Article VIII, Pay & Allowances, Appendix A, of the current Master Agreement between Tracy Unified School District (TUSD) and California School Employees Association (CSEA) (2011-2012, 2012-2013, 2013-2014) for the 2013-2014 school year.
- D. A one-time bonus of 1.65% for each unit member based on the unit member's step and range placement on the Classified Salary Schedule in Appendix A of the current Master Agreement between the Tracy Unified School District (TUSD) and California School Employees Association (CSEA) (2011-2012, 2012-2013, 2013-2014) for the 2013-2014 school year only. If any other employee group in the Tracy Unified School District negotiates a one-time bonus for the 2012-2013 and/or 2013-2014 school years that is greater than a 1.65% one-time bonus, then CSEA shall receive the difference between 1.65% and the higher negotiated one-time bonus percentage for each unit member based on the unit member's step and range placement on the Classified Salary Schedule in Appendix A of the current Master Agreement between the Tracy Unified School District (TUSD) and California School Employees Association (CSEA) (2011-2012, 2012-2013, 2013-2014) for the 2013-2014 school year only.
  - E. This total compensation agreement shall only apply to CSEA unit members who are currently employed by the Tracy Unified School District as of the date the Tracy Unified School Board approves this compensation agreement.
  - F. Increase standby time in Appendix A of the current Master Agreement between Tracy Unified School District (TUSD) and California School Employees Association (CSEA) (2011-2012, 2012-2013, 2013-2014) to \$5.00 per hour, effective on the date the Tracy Unified School Board approves this agreement and will not be retroactive.
  - G. Add Section F in Article VIII (8.9) of the current Master Agreement between Tracy Unified School District (TUSD) and California School Employees Association (CSEA) (2011-2012, 2012-2013, 2013-2014) to reflect 34 years of service, beginning July 1, 2013. The new contract language in Section F will state the following:

(New)

On July 1 of the year after which 34 years of service have been completed, and thereafter, the employee shall receive an additional longevity pay of 2 ½% above the employee's established pay range, beginning July 1, 2013.

Agreed to this 5 day of December 2013 in Tracy, California.

  
 Sheila Harrison, Ed.D., Asst. Supt. for  
 Educational Services and  
 Human Resources

  
 Denise Cheeseman,  
 CSEA Tracy Chapter #98

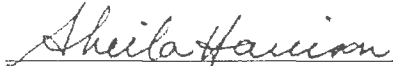
**CSEA and TUSD  
TENTATIVE AGREEMENT  
December 5, 2013**


The California School Employees Association (hereafter "CSEA") and the Tracy Unified School District (hereafter "District") do hereby agree to the following:

**ARTICLE X  
FRINGE BENEFITS**

- A. Status quo on Article X, Fringe Benefits, of the current Master Agreement between Tracy Unified School District (TUSD) and California School Employees Association (CSEA) (2011-2012, 2012-2013, 2013-2014) for the 2012-2013 school year.
- B. Status quo on Article X, Fringe Benefits, of the current Master Agreement between Tracy Unified School District (TUSD) and California School Employees Association (CSEA) (2011-2012, 2012-2013, 2013-2014) for the 2013-2014 school year, with no reopeners on Article X, Fringe Benefits, for the 2013-2014 school year.

Agreed to this 5<sup>th</sup> day of December, 2013 in Tracy California.

  
Sheila Harrison, Ed.D., Asst. Supt. for  
Educational Services and  
Human Resources

  
Denise Cheeseman,  
CSEA Tracy Chapter #98

## **TENTATIVE AGREEMENT**

October 23, 2012

The California School Employees Association (hereafter "CSEA") and the Tracy Unified School District (hereafter "District") do hereby agree to a tentative agreement to the following changes in the Master Agreement:

### **ARTICLE XI** **HOURS AND OVERTIME**

- 11.1 Workweek and Workday: The normal workweek for employees in this unit shall consist of five (5) consecutive days, Monday through Friday, eight (8) hours per day and forty (40) hours per week. When mutually agreeable between affected employees, CSEA, and the District, some employees' normal workweek may consist of four (4) consecutive days, ten (10) hours per day, and forty- (40) hour week. The regular workday or workweek may be extended, however, on an overtime basis. The length of the workday shall be designated by the District for each classified position. Each bargaining unit employee shall be assigned a fixed, regular and ascertainable number of hours. Nothing contained herein shall be deemed to bar the District from establishing a workday of less than eight (8) hours or a workweek of less than forty (40) hours.
- 11.2 Work Year: The District shall establish the normal work year for each bargaining unit employee.
- 11.3 Work Year for 12-month Bargaining Unit Employees: The work year for 12-month bargaining unit employees shall be defined by the following terms:
- Calendar Year = 365 days from July 1 through June 30, except leap year (366 days)
  - Basic Days = 260 days (calendar year less weekends and variable non-work/non-paid days)
  - Variable Non-Work/Non-Paid Day(s) = Calendar year less weekends and basic days (normally varies between 0-3 days)
  - Work Days = 246 days (260 basic days less 14 paid holidays; does not include floating holiday)
  - Non-Work Day = Weekends and variable non-work/non-paid days

12-month bargaining unit employees shall be paid for 260 basic days per calendar year with 246 actual work days. Consistent with other articles in this Master Agreement, the District reserves the right to determine the date(s) when the variable non-work/non-paid day(s) shall occur.

Pursuant to Article XXVI, Vacation Leave, the District shall establish variable non-paid/non-work days for each employee prior to requiring employees to

submit vacation day requests. To the extent possible, it is the intent of this Article to have all 12-month bargaining unit employees assigned the same non-work/non-paid days. However, the parties recognize that some variation may be required to meet the needs of different departments. Therefore, to meet the critical needs of the District, the supervisor, with prior approval from the Assistant Superintendent of Human Resources or his/her designee, may determine an alternate variable non-work/non paid day(s).

No 12-month bargaining unit employee shall be allowed to work on a variable non-work/non-paid day, with the exception of an emergency, as defined in Article 11.12.A.

No 12-month bargaining unit employee shall be permitted to claim any type of leave on a variable non-work/non-paid day.

#### 11.4 Overtime:

- A. Each employee performing overtime shall be compensated in wages or granted compensatory time off at a rate of time and one-half the regular rate of pay of the employee designated and authorized to perform the overtime work. Overtime is defined to include any time worked in excess of eight (8) hours in any day or in any one shift, or in excess of forty (40) hours in any week, whether such hours are worked prior to the commencement of a regularly assigned starting time or subsequent to the assigned quitting time. For employees with a normal workweek consisting of four (4) consecutive days and ten (10) hours per day, overtime is defined to include any time worked in excess of ten (10) hours per day or forty (40) hours per week.
- B. A District manager/administrator may approve time off in lieu of cash compensation provided it does not impair the services of the District. Such time off shall be referred to as "compensatory time off." Such compensatory time off shall be taken within twelve (12) calendar months following the month in which the overtime was worked otherwise it will be paid in the next ensuing payroll period. The maximum accumulation of compensatory time off standing to an employee's credit at any time shall be forty (40) hours and overtime worked which would exceed such maximum, if credited to an employee at the time worked, shall be paid in cash.
- C. A request for cash payment of approved overtime shall be submitted to the District payroll office by the first working day after the 15<sup>th</sup> of the month in which the overtime was worked and shall be signed by the employee and supervisor who authorized the overtime.
- D. The manager may, within the number of hours of the normal workday and workweek (as defined in Article 11.1), and with the mutual agreement of the employee, authorize variations in the daily schedule of the employee provided it does not impair the services of the District.

- E. The manager will monitor compensatory time owed to each employee under his/her supervision. Each month the manager will determine the number of compensatory time hours owed to the employee. These hours are owed to the employee because they have not been used within twelve (12) months of the original date the compensatory time was incurred. These compensatory hours shall be converted to overtime hours and submitted to the District payroll office by the first working day following the 15<sup>th</sup> of the month which the compensatory time became owed.
  - F. For purposes of computing the number of hours worked, time during which an employee is excused from work because of holidays, sick leave, vacation, compensatory time off or other paid leave shall be considered as time worked by the employee.
  - G. Notwithstanding the provisions of Paragraph 1 of this Article, the workweek shall consist of not more than five (5) consecutive working days for any employee having an average workday of four (4) hours or more during the workweek. Such employee shall be compensated for any work required to be performed on the sixth and seventh day following commencement of the workweek at a rate equal to 1-1/2 times the regular hourly rate of pay of the employee designated and authorized to perform the work. An employee having an average workday of less than four (4) hours during a workweek shall, for any work required to be performed on the seventh day following commencement of his workweek, be compensated at a rate equal to 1-1/2 times the regular rate of pay of the employee designated and authorized to perform the work.
- 11.5 Adjustment of Assigned Time: An employee in the unit who works a minimum of thirty (30) minutes per day in excess of his part-time assignment for a period of twenty (20) consecutive working days or more shall have his basic assignment changed temporarily for that period only to reflect the temporary longer hours in order to acquire health benefits and sick leave on a properly prorated basis. This provision does not preclude the District's right to return the employee so affected to the amount of assigned hours per day as provided in that employee's original part time assignment. However, an employee who works the longer hours for seventy-five (75) percent or more of a work year (75% = 195 days) shall have his/her basic assignment changed.
- 11.6 Lunch Periods: All employees covered by this agreement working five (5) or more hours per day, shall be entitled to an uninterrupted lunch period. The length of time for such lunch period shall be for a period of no longer than one (1) hour nor less than one-half (1/2) hour and shall be scheduled for full time employees at or about the mid-point of each work shift consistent with the operational needs of the District. Lunch periods are considered to be advantageous to both the employee and the District and should not be substituted for "extra time worked beyond the regular daily or weekly schedule". Under unusual circumstances, exceptions to this may be approved in advance by the immediate supervisor.

11.7 Rest Periods:

- A. All bargaining unit employees shall be granted rest periods which, insofar as practicable, shall be in the middle of each work period and shall be at the rate of fifteen (15) minutes per four (4) hours assignment. After six (6) hours, employees shall be entitled to a second 15 minute rest period. For every additional four (4) hours beyond eight (8) hours worked, the employee shall be entitled to an additional fifteen (15) minute rest period.
- B. Bargaining unit members shall not leave the site, or an appropriate adjacent area, at which they are assigned to be working at the time the authorized rest period occurs. Before taking a rest period, unit members shall secure their materials, supplies and equipment.
- C. Before leaving a work location for an authorized rest period and upon return from said break, an employee shall make a good faith effort to communicate with his/her immediate supervisor or a prescribed designee.
- D. Rest periods are part of the regular workday and shall be compensated at the regular rate of pay of the employee.
- E. Rest periods may be scheduled and/or combined by a supervisor with the consent of the employee involved.
- F. Rest periods are considered to be advantageous to both the employee and the District and should not be substituted for "extra time worked beyond the regular daily or weekly schedule". Under unusual circumstances, exceptions to this may be approved in advance by the immediate supervisor.

11.8 Overtime-Equal Distribution: All overtime to be performed by bargaining unit employees shall be distributed and rotated as equally as is practicable within each department, site or kitchen. The District retains the right to remove a bargaining unit member from overtime work rotation based on his or her performance during overtime assignments.

11.9 Standby Time: The District may offer standby time. Standby time is defined as compensated time in addition to the normal workday or workweek, but substantially differs from normal work in that:

- 1. The employee is relatively free to engage in personal activities.
- 2. Participation is voluntary.
- 3. The employee on standby is compensated at the standby rate listed in Appendix A, unless required to respond to emergencies.
- 4. Once the employee is required to respond, the actual response time is governed by Article 11.10.
- 5. Once the employee is no longer on call back status (see Article 11.10), the employee's compensation will return to the standby rate.

6. Standby duty is assigned on a rotational basis.

Employees who are placed on standby status will be required to:

1. Respond in one hour to the Tracy Unified School District.
2. Remain fit to respond and perform duties as required.
3. Respond to all emergency calls in the District.
4. Maintain a list of emergency contacts.

11.10 Call Back Time: Call back status is defined as an employee's physical presence at a work site in response to one or more emergency events within a two (2) hour period of time after completion of his regular assignment. An employee responding to a call back to work will be compensated at the overtime rate for a minimum of two (2) hours. If the work exceeds two (2) hours, the employee will then be compensated at the overtime rate for actual hours worked.

11.11 Additional Hours/Extra Time/Stipends:

- A. Additional hour(s) which do not meet the criteria of overtime in Article XI (11.4.A Overtime) and are in the same classification assigned to an employee, will be paid at the employee's current hourly rate.
- B. CSEA unit members will be paid a stipend at the same per game night rate listed in Appendix D. For future school years, CSEA unit members will be paid a stipend at the same game night rate for services listed in the TEA Master Agreement that is in effect at the time extra services are provided.
- C. A CSEA unit member who accepts a facilities use assignment on New Year's Day, Christmas Day, Thanksgiving Day, Easter Day or July 4<sup>th</sup> shall be paid a stipend in addition to regular and/or overtime pay for each open-and-close as listed in Appendix D.

11.12 Right of Refusal:

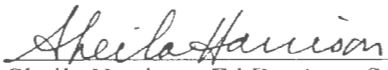
- A. Any employee shall have the right to refuse overtime/extra time except in emergency situations. The existence of an emergency situation shall be determined by district supervisory or administrative personnel. For purposes of this article, the word "emergency" is defined as a temporary, unforeseen condition, which, without immediate action, would pose a threat to human life, health, safety or property.
- B. Notwithstanding the provisions contained in ~~11.10~~ 11.11 A, parties agree that any individual employed as School Security Person on or after October 19, 1997, will be required to provide security at a reasonable number of night time activities as determined by the school principal or designee. However, employees who work in excess of eight (8) hours in any day or in excess of forty (40) hours in any week, will be paid overtime for providing security at night time activities.

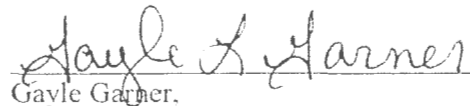
11.13 Approved Appointments: Before leaving a work location for an authorized appointment and upon return from said appointment, an employee shall make a

good faith effort to communicate with his immediate supervisor or a prescribed designee.

- 11.14 ~~Bus Drivers:~~ **Bus drivers Transportation Department employees scheduled to make activity trips shall receive two (2) hours pay at their hourly rate or overtime rate, if applicable, if the trip is cancelled after the employee reports to work.** ~~scheduled to make extra assignment trips shall receive two (2) hours pay, overtime rate of pay, if the trip is canceled after the driver reports to work.~~ **District bus drivers Transportation Department employees** are paid for the actual number of hours worked per day, including bus inspection and cleaning time.

Tentatively agreed to this 23rd day of October , 2012, in Tracy California.

  
Sheila Harrison, Ed.D., Asst. Supt. for  
Educational Services and  
Human Resources

  
Gayle Garner,  
CSEA Tracy Chapter #98 President


## AGREEMENT

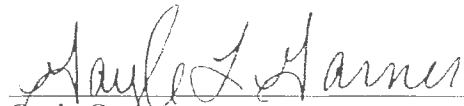
January 30, 2013

The California School Employees Association (hereafter "CSEA") and the Tracy Unified School District (hereafter "District") do hereby agree to the following:

Pursuant to the current Master Agreement between CSEA and the District, the District opened Article XIX, Sick Leave, for the 2012-2013 school year. The District is withdrawing Article XIX, Sick Leave, from negotiations with CSEA for the 2012-2013 school year. CSEA has decided not to negotiate any section of Article XIX, Sick Leave, for the 2012-2013 school year as well.

Agreed to this 30th day of January, 2013 in Tracy California.

  
Sheila Harrison, Ed.D., Asst. Supt. for  
Educational Services and  
Human Resources

  
Gayle Garner,  
CSEA Tracy Chapter #98

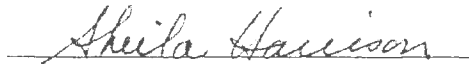
**CSEA and TUSD  
TENTATIVE AGREEMENT  
December 5, 2013**

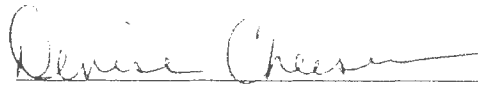
The California School Employees Association (hereafter "CSEA") and the Tracy Unified School District (hereafter "District") do hereby agree to the following:

**ARTICLE XXVI  
VACATION LEAVE**

Status quo on Article XXVI, Vacation Leave, of the current Master Agreement between Tracy Unified School District (TUSD) and California School Employees Association (CSEA) (2011-2012, 2012-2013, 2013-2014) for the 2012-2013 school year.

Agreed to this 5<sup>th</sup> day of December, 2013 in Tracy California.

  
Sheila Harrison, Ed.D., Asst. Supt. for  
Educational Services and  
Human Resources

  
Denise Cheeseman,  
CSEA Tracy Chapter #98


## AGREEMENT

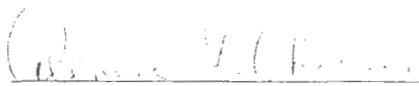
May 23, 2013

The California School Employees Association (hereafter "CSEA") and the Tracy Unified School District (hereafter "District") do hereby agree to the following:

Pursuant to the current Master Agreement between CSEA and the District, CSEA opened Article XLIII, Transportation, for negotiations for the 2012-2013 school year. A Tentative Agreement for Article XLIII, Transportation, was signed by the parties on October 23, 2012; however, the parties hereby agree to withdraw the signed Tentative Agreement for Article XLIII, Transportation, dated October 23, 2012. In addition, CSEA is withdrawing Article XLIII, Transportation, from negotiations with the District for the 2012-2013 school year. The District has decided not to negotiate any section of Article XLIII, Transportation for the 2012-2013 school year as well.

Agreed to this 23<sup>rd</sup> day of May, 2013, in Tracy California.

  
Sheila Harrison, Ed.D., Asst. Supt. for  
Educational Services and  
Human Resources

  
Denise Cheeseman,  
CSEA Tracy Chapter #98

## PUBLIC DISCLOSURE FORM

In Accordance with AB 1200 (Statutes of 1991, Chapter 1213) and GC 3547.5 and 3540.2

Name of School District: Tracy Unified School District

Name of Bargaining/Represented Unit: California School Employess Association

Certificated, Classified, Other: Classified

The proposed agreement covers the period beginning: July 1, 2011 and ending: June 30, 2014  
(date) (date)

The Governing Board will act upon this agreement on: January 14, 2014  
(date)

### A. Proposed Change in Compensation

Compensation		Annual Cost Prior to Proposed Agreement FY -	Fiscal Impact of Proposed Agreement		
			Current Year Increase/Decrease FY -	Year 2 Increase/Decrease FY -	Year 3 Increase/Decrease FY -
1.	<b>Salary Schedule</b> (This is to include Step and Column, which is also reported separately in Item 6)	\$ 18,477,096	\$ 438,858	\$ 449,281	\$ 459,952
	Annual Settlement %:		2.35%	0.00%	0.00%
	Cummulative Settlement On-going %:		2.35%	2.38%	2.46%
	Step & Column % Cost:		0.03%	0.03%	0.03%
2.	<b>Other Compensation</b> Stipends, Bonuses, Longevity, Overtime, Differential, etc.	\$ -	\$ 304,872	\$ -	\$ -
	<b>Description of other compensation</b>				
3.	<b>Statutory Benefits</b> STRS, PERS, FICA, WC, UI, Medicare, etc.	\$ 3,908,146	\$ 154,233	\$ 93,171	\$ 95,384
			3.95%	2.29%	2.38%
4.	<b>Health/Welfare Plans</b>	\$ 4,577,766	\$ -	\$ -	\$ -
			0.00%	0.00%	0.00%
5.	<b>Total Compensation</b> Add Items 1 thru 4 to equal 5	\$ 26,963,007	\$ 897,963	\$ 542,452	\$ 555,336
			3.33%	1.95%	2.02%
6.	<b>Step and Column</b> Due to movement plus any changes due to settlement. Included in Item No. 1 above.	\$ 194,330	\$ 4,646	\$ 4,756	\$ 4,869
7.	<b>Total Number of Represented Employees</b> (Use FTE's if appropriate)	725.9			
8.	<b>Total Compensation Cost for Average Employee</b>	\$ 37,144	\$ 1,237	\$ 747	\$ 765
			3.33%	1.95%	1.96%