

PLEASE BRING THIS COPY OF THE AGENDA TO THE BOARD MEETING. THANK YOU!

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

**DATE: TUESDAY, SEPTEMBER 11, 2007**

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

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

**A G E N D A**

**1. Call to Order**

**2. Roll Call – Establish Quorum**

Board: G. Crandall, J. Feller, T. Guzman, T. Hawkins, K. Lewis, B. Swenson, J. Vaughn  
Staff: J. Franco, J. Mousalimas, C. Goodall, S. Harrison and B. Etcheverry.

**3. Closed Session: Opportunity to Address the Board Regarding Closed Session Items which follow. Closed session is limited to consideration of items specifically authorized under the Government Code and/or the Education Codes.**

**3.1 Educational Services:**

**3.1.1 Findings of Facts: #FF07-08/4**

**3.1.2 Application for Reinstatement: #AR06-07/74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99**

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

**3.1.3 Application for Enrollment: #AFE06-07/10, 11, 12**

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

**3.2 Human Resources:**

**3.2.1 Consider Leave of Absence Request for Classified Employee #UCL-104, Pursuant to Article XXIII**

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

**3.2.2 Consider Leave of Absence Request for Classified Employee #UCL-105, Pursuant to Article XXIII**

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

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

**3.2.4 Conference with Legal Counsel – Anticipated Litigation  
(G.C. 54956.9(b))**

- Number of Potential Cases: one (1)

**3.2.5 Conference with Labor Negotiator**  
Agency Negotiator: Jamie Mousalimas,  
Assistant Superintendent of Human Resources  
Employee Organization: CSEA, TEA

**Pg. No.**

**4. Adjourn to Open Session**

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

**6. Closed Session Issues:**

**6a** Action on Findings of Fact # FF07-08/4

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

**6b** Report Out of Action Taken on Application for Reinstatement: #AR06-07/74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99

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

**6c** Report Out of Action Taken on Application for Enrollment: #AFE06-07/10, 11, 12

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

**6d** Report Out of Action Taken Consider Leave of Absence Request for Classified Employee #UCL-104, Pursuant to Article XXIII

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

**6e** Report Out of Action Taken Consider Leave of Absence Request for Classified Employee "UCL-105, Pursuant to Article XXIII

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

**7. Approve Regular Minutes of August 28, 2007.**

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

**1-5**

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

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

**9.1** Hirsch Elementary School Site Update on Achievements & Activities

**9.2** Jacobson Elementary School Site Update on Achievements & Activities

**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 speaker's card at the secretary's desk).

This is a period in which members of the public may address the Board on any subject within the Board's jurisdiction that is not on the agenda. The Brown Act does not allow the Board to take action or discuss items which are not on the agenda. This is because other members of the public have not been notified through the agenda that the subject of the statement would be discussed at this Board meeting.

The Board may ask for the item to be placed on a future agenda, direct the speaker to a person who can help, or provide the speaker with the correct procedure to follow to address his/her problem. All speakers have a constitutional right to free speech. As a protective measure, we would like to remind you that if you say something which might give another

person the right to pursue legal recourse against you, there is a taped record of this meeting. This does not mean you cannot criticize employees of the District. However, we would suggest that you do it without using names. We would also suggest that you use the personnel complaint procedures. The board can only hear and address complaints which have been processed in line with the policy. We have copies of the policy and forms here, and staff will help you complete them.

**Pg. No.**

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

**11.1 Administrative & Business Services:**

- |        |  |      |
|--------|--|------|
| 11.1.1 | Receive Second Report on Enrollment  | 6-7  |
| 11.1.2 | Receive Report on Actuarial Study of Post Employment Benefits in Support of Governmental Accounting Standards Board Statement 45 | 8-10 |
| 11.1.3 | Receive Report on Electronic School Board Agenda   | 11   |

**11.2 Educational Services:**

- |        |  |    |
|--------|--|----|
| 11.2.1 | Receive Report on the Accountability Progress Report (APR) for 2006-07 | 12 |
|--------|--|----|

**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:**

- |        |   |       |
|--------|---|-------|
| 13.1.1 | Ratify Routine Expenditures and Notice of Completions Which Meet Criteria for Board Review and Approval           | 13-14 |
| 13.1.2 | Ratify Measure E Related Expenditures and Notice of Completions Which Meet Criteria for Board Review and Approval | 15-16 |
| 13.1.3 | Approve Monthly Budget Adjustment Report for June, July and August 2007   | 17-29 |
| 13.1.4 | Approve Revolving Cash Fund Reports for June, July and August, 2007   | 30-36 |
| 13.1.5 | Approve Accounts Payable Warrants Reports for June, July, August 2007 (Separate Cover Item)                       | 37    |

**13.2 Educational Services:**

- |        |   |       |
|--------|---|-------|
| 13.2.1 | Approve Service Agreement for Sopris West Educational Services to Provide Training in Step Up to Writing to the K-5 Staff of George Kelly Elementary School on January 29, 30, 2008   | 38-42 |
| 13.2.2 | Approve Overnight Field Trip to the San Francisco Maritime National Historic Park for Mrs. Pearlman's Fourth Grade Class at Wanda Hirsch Elementary School on November 15-16, 2007  | 43-51 |
| 13.2.3 | Approve Special Services Contract for Guest Speakers Bruce Murakami and Justin Cabezas to Provide a "Get Real: Teen Choice" Assembly at West and Tracy High Schools on September 18, 2007                                       | 52-55 |
| 13.2.4 | Approve Service Agreement for Cara Bergen From West Coast Center for Educational Excellence to Evaluate and Advise Staff at George Kelly Elementary School on the Implementation of ExCEL in Reading and Math October 2-3, 2007 | 56-60 |

		<b>Pg. No.</b>
13.2.5	Approve Service Agreement for Tracy Mental Health Center Services for the 2007-08 School Year	<b>61-63</b>
13.2.6	Approve Service Agreement for the Culham Writing Company to Provide 6 Trait Writing Training: Introduction 6-8 on January 29-30, 2008 to George Kelly Elementary School's 6-8 Core Teachers	<b>64-67</b>
13.3	<b>Human Resources:</b>	
13.3.1	Approve Classified, Certificated and/or Management Employment	<b>68-70</b>
13.3.2	Accept Resignations/Retirements/Leaves of Absence for Classified, Certificated, and/or Management Employment	<b>71-72</b>
14.	<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.	
14.1	<b>Administrative &amp; Business Services:</b>	
14.1.1	Approve the Acquisition of Property Located at 24606 S. Lammers Road Necessary for the Construction of Kimball High School and Authorize the Associate Superintendent to Execute the Necessary Settlement Documents	<b>73</b>
<b>Action:</b>	Motion___; Second___. <b>Vote:</b> Yes___; No___; Absent___; Abstain___.	
14.1.2	Authorize the Director of Transportation to Bid and Award the Purchase of Three (3) New Busses to Accommodate Growth in the Mountain House Area and the Increase in Curb to Curb Ridership to Tracy High School and Authorize Hiring Four (4) Four-Hour (.50 FTE) Bus Driver/Custodian Grounds Persons to Drive the Related Routes and Accommodate Student Displacement (Report)	<b>74-75</b>
<b>Action:</b>	Motion___; Second___. <b>Vote:</b> Yes___; No___; Absent___; Abstain___.	
14.1.3	Authorize the Associate Superintendent of Business Services to Enter into an Agreement with Bagley Enterprises to Perform an EVR Phase II Upgrade (Enhanced Vapor Recovery) to the Unleaded Fuel Tank	<b>76-78</b>
<b>Action:</b>	Motion___; Second___. <b>Vote:</b> Yes___; No___; Absent___; Abstain___.	
14.1.4	Approve the Unaudited Statement of Receipts and Expenditures for the 2006-2007 Fiscal Year (Separate Cover Item) (Report)	<b>79</b>
<b>Action:</b>	Motion___; Second___. <b>Vote:</b> Yes___; No___; Absent___; Abstain___.	
14.2	<b>Educational Services:</b>	
14.2.1	Approve Adoption of Advanced Placement English Textbook	<b>80</b>
<b>Action:</b>	Motion___; Second___. <b>Vote:</b> Yes___; No___; Absent___; Abstain___.	
14.3	<b>Human Resources:</b>	
14.3.1	Approve Hiring a Consultant from CSEA Educational Programs and Resources Department to Provide a Staff Development Training Opportunity for Classified Employees on January 30, 2008	<b>81-82</b>
<b>Action:</b>	Motion___; Second___. <b>Vote:</b> Yes___; No___; Absent___; Abstain___.	
14.3.2	Approve Variable Term Waiver for Tou Lor, Mathematics Grades 9-12	<b>83-88</b>
<b>Action:</b>	Motion___; Second___. <b>Vote:</b> Yes___; No___; Absent___; Abstain___.	
15.	<b>Board Reports:</b> An opportunity for board members to discuss items of particular importance or interest in the district.	

**16. Superintendent's Report:** An opportunity for the superintendent to share matters of special interest or importance which are not on the board agenda and/or special presentations of district programs or activities.

**17. Board Meeting Calendar:**

- 17.1 September 25, 2007**
- 17.2 October 9, 2007**
- 17.3 October 23, 2007**
- 17.4 November 13, 2007**
- 17.5 November 27, 2007**
- 17.6 December 11, 2007**
- 17.7 January 8, 2008**
- 17.8 January 22, 2008**

**18. Upcoming Events:**

- |  |   |
|--|---|
| <b>18.1 September 28, 2007</b>           | <b>No School, Staff Development Day</b> |
| <b>18.2 October 12, 2007</b>             | <b>Tracy High Homecoming</b>            |
| <b>18.3 October 19, 2007</b>             | <b>West High Homecoming</b>             |
| <b>18.4 October 29, 2007</b>             | <b>No School, Parent Conferences</b>    |
| <b>18.5 November 12, 2007</b>            | <b>No School, Veteran's Day</b>         |
| <b>18.6 November 19-23, 2007</b>         | <b>Thanksgiving Break - Traditional</b> |
| <b>18.7 November 21-23, 2007</b>         | <b>Thanksgiving Break - YRE</b>         |
| <b>18.8 December 22- January 6, 2008</b> | <b>Winter Break</b>                     |
| <b>18.9 January 21, 2008</b>             | <b>No School, Martin Luther King</b>    |
| <b>18.10 January 30, 2008</b>            | <b>No School, Staff Development Day</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, August 28, 2007**

- 5:30 PM:** Vice-President Vaughn called the meeting to order and adjourned to closed session.
- Roll Call:** Board: J. Feller, T. Guzman, T. Hawkins, K. Lewis, B. Swenson, J. Vaughn.  
Absent: G. Crandall  
Staff: J. Franco, J. Mousalimas, C. Goodall, S. Harrison, B. Etcheverry.
- 7:02 PM:** Vice-President Vaughn called the Tracy Unified School District Board of Education to order and led those present in the Pledge of Allegiance.
- Closed Session:** **6a** Action on Findings of Fact # FF06-07/253  
**Action:** Lewis, Guzman. **Vote:** Yes-6; No-0; Absent-1(Crandall).  
**6b** Report Out of Action Taken on Waiver of Expulsion #WE06-07/19  
**Action:** **Vote:** Yes-6; No-0; Absent-1(Crandall).
- Employees Present:** J. Wakefield, C. Minter, D. Wakefield, C. Woo, K. Fistolera, P. Hall, D. Sonnenburg, M. Belasco, A. Duff
- Press:** B. Brownne
- Visitors Present:** N. Dastgheyb, G. Machado
- Minutes:** **Approve Special Minutes of August 7, 2007.**  
**Action:** Swenson, Lewis. **Vote:** Yes-6; No-0; Absent-1(Crandall).  
**Approve Regular Minutes of August 14, 2007.**  
**Action:** Lewis, Guzman. **Vote:** Yes-6; No-0; Absent-1(Crandall).  
**Approve Special Minutes of August 17, 2007.**  
**Action:** Hawkins, Guzman. **Vote:** Yes-6; No-0; Absent-1(Crandall).
- Student Representative Reports:** West High Student, Naficeh Dastgheyb, reported that the leadership class held their summer workshop and it was a success. This year's homecoming theme will be "West Goes to Las Vegas". The annual frosh and friends BBQ was held and the freshman were shown around the campus and had their questions answered. Rush week gives students an opportunity to sign up for club involvement. They have new clubs such as the "Vegetarian" and "Get Real" clubs. They worked on their first community service project at Astoria Gardens.

**Recognition &  
resentation:**

**9.1 Recognize Randy Jones for Allowing the District to Use the Heinz  
Plant for Tracy High Student Parking During Construction**

Mr. Jones was unable to attend tonight. This will be postponed to a later date.

**Hearing of  
Delegations**

None.

**Information &  
Discussion Items:**

**11.1 Administrative & Business Services:**

**11.1.1 Receive Report on Enrollment**

Associate Superintendent of Business Services, Dr. Casey Goodall, presented a power point on enrollment. He reviewed preliminary attendance figures which showed enrollment numbers from last Wednesday compared to previous years and how this would impact the budget. The average decline is 4% in the state of California. Trustee Swenson would like to know how many TUSD students are attending other districts and what the process is. Trustee Feller would like to know the process for approving applications.

**11.1.2 Receive Report on Electronic School Board**

This item was pulled from the agenda and will be put on at a later meeting.

**11.2 Educational Services:**

**11.2.1 Receive Report on Advanced Placement English Textbook**

Director of IMC, Donna Sonnenburg and West High teacher, Ann Duff, presented a power point on AP English materials. Marna Bynum was also on the selection committee but was unable to attend tonight. The current materials are about 13 years old. They reviewed the adoption timeline and will be taking their selection to Curriculum Council for approval. If approved, they will bring it back to the Board on September 11<sup>th</sup> and be ready to distribute materials in October. Cost would be \$4500 which would come from the state instructional materials allotment.

**11.2.2 Receive Report on the District's STAR Results for the 2006-07  
School Year**

Assistant Superintendent of Educational Services, Dr. Sheila Harrison and Director of Continuous Improvement,

Accountability and Curriculum, Carol Anderson-Woo, presented a power point which reviewed the STAR report. They will present a report on API and AYP scores at the next board meeting.

**Public Hearing:**

**12.1 Educational Services:**

**12.1.1 Conduct a Public Hearing to Determine Sufficiency of Textbooks and Instructional Materials for the Students of Tracy Unified School District**

Opened public hearing at 8:32 a.m.

No comments were made.

Closed public hearing at 8:33 a.m.

**Consent Items:**

**Action:** (As amended) Feller, Lewis. **Vote:** Yes-; No-0; Absent-1(Crandall).

**13.1 Administrative & Business Services**

**13.1.1 Accept Donations**

**13.1.2 Ratify Routine Expenditures and Notice of Completions Which Meet Criteria for Board Review and Approval**

**13.1.3 Ratify Measure E Related Expenditures and Notice of Completions Which Meet Criteria for Board Review and Approval**

**13.2 Educational Services:**

**13.2.1 Ratify Contract with Medicsan Staffing Services for Speech/Language Pathologist**

**13.2.2 Ratify Agreement for Special Contract Services with Carol Lehman, SLP**

**13.2.3 Approve Service Agreement for Nancy Fetzner to Provide Nine Full Days of Coaching for Teachers in Writing Strategies at Central School**

**13.2.4 Approve Contract with Dr. Carina Grandison for Independent Educational Evaluation/Psycho-Educational Assessment**

**13.2.5 Approve Contract with Deborah McClosky for Independent Educational Evaluation**

**13.2.6 Approve the Overnight Travel for the Tracy High School Sophomore and Varsity Boys' Basketball Teams to Participate in the Harlan Carter Basketball Tournament in Redding, California, on November 29, 30 and December 1, 2007**

**13.2.7 Approve Service Agreement for Tracy Mental Health Center Services for the 2007-08 School Year**

**13.3 Human Resources:**

**13.3.1 Approve Classified, Certificated and/or Management Employment**



- 13.3.2 Accept Resignations/Retirements/Leaves of Absence for Classified, Certificated, and/or Management Employment

**Action Items:**

- 14.1 Administrative & Business Services:**
- 14.1.1** Authorize the Associate Superintendent for Business Services to Award the Bid for HAZMAT Removal Plan for the 2007-2008 School Year  
**Action:** Lewis, Hawkins. **Vote:** Yes-6; No-0; Absent-1(Crandall)
- 14.1.2** Authorize Associate Superintendent for Business Services to Enter into Agreement to Dispose of Damaged, Obsolete and Surplus Furniture, Computers and Equipment  
**Action:** Guzman, Lewis. **Vote:** Yes-6; No-0; Absent-1(Crandall)
- 14.1.3** Adopt Revised Board Policy 7215(a) and Adopt Revised Citizens' Bond Oversight Committee Bylaws, to Allow Alternate Members to be Recognized as Voting Members and Vote in Order to Create a Quorum, When a Quorum of Voting Members is Not Present (Second Reading, Intent to Adopt)  
**Action:** Hawkins, Swenson. **Vote:** Yes-6; No-0; Absent-1(Crandall)
- 14.1.4** Approve Assembly Vendors and Site Assembly Utilization Calendars  
**Action:** Lewis, Guzman. **Vote:** Yes-6; No-0; Absent-1(Crandall)
- 14.1.5** Adopt Resolution #07-04 of the Board of Trustees of the Tracy Unified School District Adopting a Declaration of Sole Source Products  
**Action:** Lewis, Guzman. **Vote:** Yes-6; No-0; Absent-1(Crandall)
- 14.1.6** Adopt Resolution #07-05 Authorizing an Outside Agency to Write and Process Parking Citations on Tracy Unified School District Property  
**Action:** Lewis, Guzman. **Vote:** Yes-6; No-0; Absent-1(Crandall)
- 14.2 Educational Services:**
- 14.2.1** Adopt Resolution #07-03, A Declaration that there are Sufficient Textbooks and Instructional Materials for the Students of Tracy Unified School District  
**Action:** Guzman, Lewis. **Vote:** Yes-1; No-0; Absent-1(Crandall)  
This item was moved up on the agenda.
- 14.2.2** Approve Contract for Consulting Services of Laura Alviso Hawkins to Train New Tracy High School English Language Development Coordinator  
**Action:** Guzman, Swenson. **Vote:** Yes-6; No-0; Absent-1(Crandall)

**Board Reports:**

Trustee Guzman attended the groundbreaking at Tracy High and it was very nice. Trustee Lewis attended the ground breaking at West High. He would also like to have the school web sites be updated or get rid of old information. Trustee Feller attended a facilities committee meeting and

discussed the West High School theater project. They formed a sub-committee that will start working out the details for the theater. She was happy that Don Bisbee will be on the committee. He will have useful input. Trustee Swenson attended the West High groundbreaking and the city school liaison meeting. It's nice to have a city manager who wants to look at joint ventures. The construction tech meetings are still held periodically. Sam Strube, Dale Cose, and Ellen Gripp have given it a shot in the arm. He also attended the groundbreaking at Tracy High. Denise does a wonderful job behind the scenes. On the 24<sup>th</sup> he attended the County Office where Congressman McNerny was answering questions and talked about NCLB. The Welcome back was great and Jim, Sheila and Jamie did an excellent job. The other night one of our former teachers, Maria McGuire, was honored at the Mexican American Hall of Fame. Trustee Hawkins attended both the Tracy High and West High groundbreakings. Jim did a great job. He feels that the city/schools liaison committee will benefit each other. The Lions Club built a little room next to the snack bar which will be a great addition. Trustee Vaughn attended both groundbreakings and was happy to see some of the community members there. He also attended the facilities meeting. He's glad that all of our projects are on track. He thanked Jessica for organizing all of the events.

**Superintendent  
Report:**

Dr. Franco thanked Jessica for planning the district events. He also acknowledged Denise for all her energy and for everything she has brought to the district. The Lions Club is getting ready for the football games and working on the snack shed. They work hard and sell food and give the money back to the program. He was invited to the Lions Club meeting last Thursday morning to meet the exchange students from Japan. Back to school nights so far have been enthusiastically attended by parents. One of the names he forgot to mention at the groundbreaking was Francis Mizuno, for all of the hard work she did at the bond. She is very much appreciated. The CIT team has started up and met last week to start looking at data. Ruth Miller, the CIT consultant, reflects the true motto of the district this year "relentless" – to focus energy and efforts. Sheila and Jamie did a great job on the Welcome Back program yesterday. We had 93 teachers received tenure. We have several new teachers that came from other districts that were amazed with the new teacher luncheon and welcome back event. The theme was Nascar and we talked about the desire to be successful and how staff has a desire to improve student achievement. We have our support systems in place and we want TUSD to be the district of choice.

**8:56 PM  
Adjournment.**

---

Tom Hawkins, Clerk

Date



# BUSINESS SERVICES MEMORANDUM

**TO:** Dr. James C. Franco, Superintendent  
**FROM:** Dr. Casey Goodall, Associate Superintendent for Business Services  
**DATE:** August 21, 2007  
**SUBJECT:** Receive Second Report on Enrollment

**BACKGROUND:** One of the key variables in district decision making is student enrollment. Teacher staffing, facilities construction, class size, transportation, and funding are all planned with enrollment as the primary consideration. In January through February of each year the district projects enrollment. During the first two to three weeks, enrollment is monitored to see how closely enrollment matches the projections, what trends are occurring, and how plans should be modified to reflect the actual enrollment.

**RATIONALE:** On August 14<sup>th</sup> the Board was presented a preliminary enrollment report. The report showed three different enrollment comparison figures:

1. Decline from 2006-07 total enrollment: 82 students
2. Shortfall from revenue limit projection: 280 students
3. Shortfall from projected enrollment: 409 students

Since that report, sites have dis-enrolled students who have not yet reported to school, and enrollment figures at all grade levels and sites have been formalized.

The result is an updated enrollment report. The new report shows updates of the same variables reported earlier:

1. Decline from 2006-07 total enrollment: 174 students
2. Shortfall from revenue limit projection: 372 students
3. Shortfall from projected enrollment: 564 students

As summary of the full report follows:

## District Enrollment Sheet Count

Grade	05/06	Growth	06/07	Growth	07/08	Projection	Shortfall	
K	1,100	-24	1,076	-21	1,055	1,079	24	
1	1,106	46	1,152	-63	1,089	1,088	-1	
2	1,195	-70	1,125	12	1,137	1,175	38	
3	1,194	23	1,217	-130	1,087	1,131	44	
4	1,166	6	1,172	-27	1,145	1,204	59	
5	1,186	-68	1,118	-28	1,090	1,167	77	241
6	1,187	-31	1,156	-47	1,109	1,145	36	
7	1,157	27	1,184	-65	1,119	1,179	60	
8	1,171	1	1,172	-8	1,164	1,185	21	117
9	1,565	65	1,630	5	1,635	1,641	6	
10	1,449	48	1,497	57	1,554	1,608	54	
11	1,373	-7	1,366	86	1,452	1,454	2	
12	1,248	-62	1,186	124	1,310	1,220	-90	-28
	<u>16,097</u>	<u>-46</u>	<u>16,051</u>	<u>-105</u>	<u>15,946</u>	<u>16,276</u>	<u>330</u>	
K-5 SDC	110	53	163	4	167	179	12	
6-8 SDC	146	-36	110	1	111	114	3	
9-12 SDC	74	66	140	45	185	143	-42	
Independent Study	34	5	39	-17	22	59	37	
Success/Excel	36	-12	24	0	24	41	17	
Duncan Russell	116	-19	97	-79	18	197	179	
Willow	32	-8	24	11	35	30	-5	
STEPS	40	-6	34	-34	0	33	33	234
	<u>16,685</u>	<u>-3</u>	<u>16,682</u>	<u>-174</u>	<u>16,508</u>	<u>17,072</u>	<u>564</u>	
Budget Comparison						<u>16,880</u>	<u>372</u>	

Attributable to Charter School  
Non Charter Decline

111  
-63

As stated earlier, teacher staffing, facilities construction, class size, transportation, and funding are all planned with enrollment as the primary consideration. Declining enrollment impacts all four of these variables, to some degree in the short-term, but to a large degree in longer-term planning. One immediate impact is in district funding.

**FUNDING:** The district receives \$6,120.29 per student average daily attendance (ADA) in revenue limit funding. ADA in Tracy Unified School District has tended to be approximately 93.15% of the enrollment of early September or late August. Consequently, a decrease in enrollment will lead to a decrease in funding.

However, state funding rules contain a mechanism to “cushion the blow” of declining enrollment by allowing districts to calculate funding based on current year ADA or prior year ADA, whichever is larger. However, if a loss of enrollment is attributable to a local charter school attracting attendance away from a district, this decrease can not be included as part of the “cushion.”

The actual impact of TUSD declining enrollment and charter school enrollment growth requires an exact accounting, by name, of students transferring in and out of the district to and from the various charter schools. Details will be provided at the board meeting.

**RECOMMENDATION:** Receive Second Report on Enrollment.

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



# BUSINESS SERVICES MEMORANDUM

**To:** James Franco, Superintendent

**From:** C. Goodall, Assistant Superintendent for Business

**Date:** August 31, 2007

**SUBJECT:** Receive Report on Actuarial Study of Post Employment Benefits In Support of Governmental Accounting Standards Board Statement 45

**Background:** In August of 2004, the Governmental Accounting Standards Board (GASB) issued Statement Number 45, *Accounting and Financial Reporting by Employers for Postemployment Benefits Other Than Pensions*, which addressed how state and local governments should account for and report their costs and obligations related to postemployment healthcare and other nonpension benefits. Collectively, these benefits are commonly referred to as Other Postemployment Benefits (OPEB), and the statement is commonly referred to as "GASB 45."

The GASB is the independent, not-for-profit organization formed in 1984 that establishes and improves financial accounting and reporting standards for state and local governments. Its seven members are drawn from the Board's diverse constituency, including preparers and auditors of government financial statements, users of those statements and members of the academic community.

GASB 45 generally requires that state and local governmental employers account for and report the annual cost of OPEB and the outstanding obligations and commitments related to OPEB in essentially the same manner as they currently do for pensions. Annual OPEB cost for most employers will be based on actuarially determined amounts that, if paid on an ongoing basis, generally would provide sufficient resources to pay benefits as they come due. The provisions of Statement 45 may be applied prospectively and do not require governments to fund their OPEB plans. An employer may establish its OPEB liability at zero as of the beginning of the initial year of implementation; however, the unfunded actuarial liability is required to be amortized over future periods.

Statement 45 also establishes disclosure requirements for information about the plans in which an employer participates, the funding policy followed, the actuarial valuation process and assumptions, and, for certain employers, the extent to which the plan has been funded over time.

Like most other state and local governmental agencies, Tracy Unified has followed a “pay-as-you-go” accounting approach in which the cost of benefits is not reported until after employees retire. According to the GASB 45 approach, this approach is not comprehensive—only revealing a limited amount of data and failing to account for costs and obligations incurred as governments receive employee services each year for which they have promised future benefit payments in exchange. Tracy Unified School District is required to implement the provisions of GASB 45 on July 1, 2008.

Implementation of GASB 45 will report, for the first time, annual OPEB cost and their unfunded actuarial accrued liabilities for past service costs.

The Governmental Accounting Standards Board believes, this will foster improved accountability and a better foundation for informed policy decisions about, for example, the level and types of benefits provided and potential methods of financing those benefits. The Standard also:

- Results in reporting the estimated cost of the benefits as expense each year *during the years that employees are providing services* to the government and its constituents in exchange for those benefits.
- Provides, to the diverse users of a government’s financial reports, more accurate information about the *total cost of the services* that a government provides to its constituents.
- Clarifies whether the amount a government has paid or contributed for OPEB during the report year has covered its annual OPEB cost. Generally, the more of its annual OPEB cost that a government chooses to defer, the higher will be (a) its unfunded actuarial accrued liability and (b) the cash flow demands on the government and its tax or rate payers in future years.
- Provides better information to report to users about a government’s *unfunded actuarial accrued liabilities* (the difference between a government’s total obligation for OPEB and any assets it has set aside for financing the benefits) and changes in the *funded status of the benefits* over time.

Some common misconceptions of GASB 45 include:

- That it requires governments to fund OPEB. Statement 45 establishes standards for *accounting and financial reporting*. How a government actually finances benefits is a policy decision made by government officials. The objective of Statement 45 is to more accurately reflect the financial effects of OPEB transactions, including the amounts paid or contributed by the government, whatever those amounts may be.
- That it requires immediate reporting of a financial-statement liability for the entire unfunded actuarial accrued liability. Statement 45 does not require immediate recognition of the unfunded actuarial accrued liability (UAAL) as a financial-statement liability. The requirements regarding the reporting of an OPEB liability on the face of the financial statements work as follows:
  - Governments may apply Statement 45 prospectively. At the beginning of the year of implementation, nearly all governments will start with zero financial-statement liability.

- From that point forward, a government will accumulate a liability called the *net OPEB obligation*, if and to the extent its actual OPEB contributions are less than its annual OPEB cost, or expense.
- The net OPEB obligation (not the same as the UAAL) will increase rapidly over time if, for example, a government's OPEB financing policy is pay-as-you-go, and the amounts paid for current premiums are much less than the annual OPEB cost.
- Statement 45 does, however, also require the *disclosure* of information about the *funded status* of the plan, including the UAAL, in the notes to the financial statements—and the presentation of multi-year funding progress trend information as a required supplementary schedule.
- That it requires governments to report “future costs” for OPEB. It is misleading and incorrect to describe accrual accounting for OPEB as requiring the expensing of “future costs.” From an accrual accounting standpoint (the basis of accounting required for all transactions in the government-wide financial statements), the reported expenses relate entirely to transactions (exchanges of employee services for the promised future benefits) that *already have occurred*. Statement 45 requires governments to report costs and obligations incurred as a consequence of receiving employee services, for which benefits are owed in exchange. The *normal cost* component of annual expense is the portion of the present value of estimated total benefits that is attributed to services received in the current year. The annual expense also includes an amortization component representing a portion of the UAAL, which relates to past service costs. Estimated benefit costs associated with *projected future years of service are not reported*.

**Rationale:** During the 2006-07 fiscal year, the District contracted with Total Compensation Systems, Inc. to conduct an actuarial study. The study was conducted as of February 1, 2007. A report, dated July 12, 2007 was recently received with the following results:

- \$42,366,873 – Actuarial Present Value of Total Projected Benefits. This amount represents the projected amount of all OPEB benefits to be paid to current and future retirees discounted back to valuation date (February 1, 2007)
- \$4,478,204 – Actuarial Present Value of Current Retiree Total Projected Benefits.

**Funding:** As is noted in the District's Unaudited Actuals report for the fiscal year ended June 30, 2007, 474,500 was transferred to the Special Reserve Fund (Fund 17) and added to the existing amount which is reserved for Retiree Benefits (OPEB). This brings the total amount designated for Retiree Benefits to \$4,500,000. In addition to acknowledging that these different levels of liability exist, and that the District has funded the \$4.5 million Actuarial Present Value of Current Retiree Total Projected Benefits, staff also recommends exploring a mechanism to finance the remaining liability.

**Recommendation:** Receive Report on Actuarial Study of Post Employment Benefits In Support of Governmental Accounting Standards Board Statement 45



# ADMINISTRATIVE SERVICES MEMORANDUM

**TO:** Board of Education  
**FROM:** Dr. James C. Franco, Superintendent  
**DATE:** September 4, 2007  
**SUBJECT:** Receive Report on Electronic School Board Agenda

**BACKGROUND:** The Tracy Unified School District holds Board meetings twice a month. Currently, the agenda is prepared manually, by compiling hard copies of agenda items and formatting them into a complete board agenda that may contain 100-200 pages. At Board meetings, discussions are held, votes are taken manually and minutes are transcribed to reflect the outcome of the meetings. Electronic School Board is a web-based automated process that, among other things, allows agenda items to be submitted electronically, votes to be taken electronically, and portions of minutes to be prepared automatically.

**RATIONALE:** A demonstration of Electronic School Board was presented to two board members who thought it would be beneficial to explore this concept further by presenting this information to the Board.

**FUNDING:** N/A

**RECOMMENDATION:** Receive Report on Electronic School Board Agenda

**Prepared by:** Dr. James C. Franco, Superintendent





# EDUCATIONAL SERVICES MEMORANDUM

---

**TO:** Dr. James Franco, Superintendent  
**FROM:** ~~Dr. James Franco~~ Dr. Sheila Harrison, Assistant Superintendent for Educational Services  
**DATE:** August 29, 2007  
**SUBJECT:** Receive Report on the Accountability Progress Report (APR) for 2006-07.

**BACKGROUND:** The California Department of Education recently released the Accountability Progress Report (APR) for 2006-07. The APR includes the state accountability system, Academic Performance Index (API), and the federal accountability measure of Adequate Yearly Progress (AYP).

**RATIONALE:** The report includes information on district and individual school site scores on the API and AYP from testing that occurred during the 2006/07 school year. An update on the Program Improvement status of the district and school sites will be included. The report also outlines a number of district initiatives in place to improve student achievement K-12, with emphasis on targeting our at-risk student groups. This supports Strategic Goal #1: Raise Achievement of all Students and Goal #2: Provide a variety of learning opportunities.

**FUNDING:** No funds are involved.

**RECOMMENDATION:** Receive Report on the Accountability Progress Report (APR) for 2006-07

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



# BUSINESS SERVICES MEMORANDUM

**To:** James Franco, Superintendent

**From:** Casey Goodall, Associate Superintendent for Business

**Date:** August 31, 2007

**SUBJECT:** Ratify Routine Expenditures and Notice of Completions Which Meet Criteria for Board review and Approval

**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 Criteria for Placement on Consent Agenda

Prepared by: Casey Goodall, Associate Superintendent of Business Services

**BUSINESS SERVICES  
FACILITIES DEVELOPMENT DEPARTMENT  
SUMMARY OF SERVICES**

---

A. Vendor: Finney's Flooring, Inc.  
Site: West High School  
Item: Proposal  
Services: Supply and install carpet for Room P 1 and Room P10 at West High School.  
Cost: \$7,219.00  
Project Funding: Deferred Maintenance Fund

---

B. Vendor: Finney's Flooring, Inc.  
Site: West High School  
Item: Proposal  
Services: Supply and install carpet for Room P4 and Weight Room Repair.  
Cost: \$1,910.25  
Project Funding: Deferred Maintenance Fund

---

C. Vendor: Finney's Flooring, Inc.  
Site: West High School  
Item: Proposal  
Services: Supply and install VCT flooring in the Break Room, Copy Room, and Hallway.  
Cost: \$4,572.20  
Project Funding: Deferred Maintenance Fund

---

D. Vendor: PMC  
Site: Kimball High School  
Item: Proposal  
Services: Preparation of Addendum to the Kimball High School Final Environmental Impact Report. Due to change in conditions, City has included signal at the Lammers/Schulte Roads intersection in their Capital Improvement Plan (CIP). Previously, TUSD was to complete the intersection improvements.  
Cost: \$5,990.00  
Project Funding: Developer Fee Fund and State School Building Fund (SSBF)

---



# BUSINESS SERVICES MEMORANDUM

**To:** James Franco, Superintendent

**From:** Casey Goodall, Associate Superintendent for Business

**Date:** August 31, 2007

**SUBJECT:** Ratify Measure E Related Expenditures and Notice of Completions Which Meet Criteria for Board Review and Approval

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

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

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

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

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

Prepared by: Casey Goodall, Associate Superintendent of Business Services

**BUSINESS SERVICES  
FACILITIES DEVELOPMENT DEPARTMENT  
SUMMARY OF SERVICES**

---

A. Vendor: Conestoga-Rovers & Associates, Inc.  
Site: Tracy High School – 40 Classroom Building  
Item: Increase in Scope of Work – Ratify  
Services: Consultant to provide increased scope of work as required by County Environmental Health Department.  
Cost: \$26,243.00  
Project Funding: Local Bond Funds and State School Building Fund (SSBF)

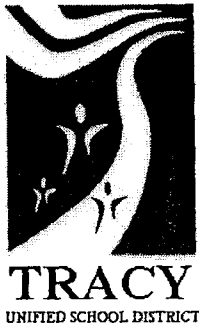
---

B. Vendor: Pacific Power & Systems, Inc.  
Site: Tracy High School – Modernization  
Item: Agreement  
Services: Contractor to provide upgrade to intrusion alarm system at Tracy High School site.  
Cost: \$64,400.00  
Project Funding: Local Bond Funds and State School Building Fund (SSBF)

---

C. Vendor: Fisher Athletics  
Site: West High School – Stadium/Pool  
Item: Requisition  
Services: Interim equipment necessary for the continuity of Athletic Programs during construction.  
Cost: \$1,467.61  
Project Funding: Local Bond Funds and State School Building Fund (SSBF)

---



# BUSINESS SERVICES MEMORANDUM

---

**TO:** Dr. James Franco, Superintendent

**FROM:** Dr. Casey Goodall, Assoc. Superintendent for Business Services

**DATE:** September 4, 2007

**SUBJECT:** Approve Monthly Budget Adjustment Report-June, July, August 2007

**BACKGROUND:** Each month the Financial Services Department submits a Budget Adjustment Report summarizing changes of amounts in object codes.

**RATIONALE:** These monthly reports include estimated revenues, expenditures, adjustments, and transfers and facilitate timely monitoring of the budget.

**FUNDING:** N/A

**RECOMMENDATION:** Approve Monthly Budget Adjustment Report

75 Tracy Jt. Unified School Dist.

Restricted and Unrestricted

FISCAL YR: 07

APPROVED			07/24/2006	06/01/2007	BUDGET	06/30/2007
FUND	OBJECT	DESCRIPTION	ADOPTED BUDGET	REVISED BUDGET	ADJUSTMENTS	REVISED BUDGET
01	1100	TEACHERS' SALARIES	48,825,790.00	50,353,934.25	50,637.00	50,404,571.25
	1200	CERT PUPIL SUPPORT SALARIES	2,283,590.00	2,516,246.00	.00	2,516,246.00
	1300	CERT SUPRVSRs' & ADMINS' SAL	4,368,840.00	4,597,108.00	951.00	4,598,059.00
	1900	OTHER CERTIFICATED SALARIES	998,932.00	1,173,481.00	88,379.00	1,261,860.00
	2100	INSTRUCTIONAL AIDES' SALARIES	3,415,573.00	3,741,871.00	93,057.00	3,834,928.00
	2200	CLASSIFIED SUPPORT SALARIES	6,293,838.00	6,535,932.07	31,820.61	6,567,752.68
	2300	CLASS SUPRVSRs' & ADMINS' SAL	1,241,344.00	1,558,955.00	-3,125.00	1,555,830.00
	2400	CLERICAL & OFFICE SALARIES	4,204,793.00	4,461,183.40	5,973.66	4,467,157.06
	2900	OTHER CLASSIFIED SALARIES	456,527.00	515,248.00	8,812.00	524,060.00
	3101	STRS ON 1000 SALARIES	4,652,965.00	4,823,778.74	5,691.00	4,829,469.74
	3102	STRS ON 2000 SALARIES	6,863.00	7,268.00	.00	7,268.00
	3201	PERS ON 1000 SALARIES	17,187.00	43,224.00	.00	43,224.00
	3202	PERS ON 2000 SALARIES	1,340,731.00	1,461,443.00	-7,105.00	1,454,338.00
	3311	OASDI ON 1000 SALARIES	29,357.00	45,259.00	12.00	45,271.00
	3312	OASDI ON 2000 SALARIES	843,372.00	906,839.00	-4,272.00	902,567.00
	3321	FICA-MED ON 1000 SALARIES	712,788.00	745,631.69	756.00	746,387.69
	3322	FICA-MED ON 2000 SALARIES	209,238.00	226,646.40	1,682.00	228,328.40
	3331	ALTER. RETIREMENT ON 1000 SAL	.00	10,037.00	246.00	10,283.00
	3332	ALTER. RETIREMENT ON 2000 SAL	31,742.00	46,247.70	6,711.00	52,958.70
	3411	HEALTH & WELFARE ON 1000 SALS	7,675,311.00	7,595,561.00	.00	7,595,561.00
	3412	HEALTH & WELFARE ON 2000 SALS	3,030,281.00	3,170,930.00	.00	3,170,930.00
	3501	STATE UNEMPLOY ON 1000 SALARY	28,246.00	29,220.62	34.25	29,254.87
	3502	STATE UNEMPLOY ON 2000 SALARY	7,839.00	8,634.90	7.00	8,641.90
	3601	WORKER'S COMP INS ON 1000 SAL	1,524,713.00	1,581,659.49	1,907.00	1,583,566.49
	3602	WORKER'S COMP INS ON 2000 SAL	422,611.00	452,996.00	3,424.00	456,420.00
	3711	H & W CURRENT RETIREES ON 1000	609,198.00	733,551.00	.00	733,551.00
	3712	H 7 W CURRENT RETIREES ON 2000	381,449.00	538,972.00	.00	538,972.00
	3801	PERS REDUCTION ON 1000 SALARY	7,339.00	10,552.00	.00	10,552.00
	3802	PERS REDUCTION ON 2000 SALARY	438,373.00	440,867.00	.00	440,867.00
	3911	TAXABLE FRINGE BEN ON 1000 SAL	6,000.00	6,000.00	.00	6,000.00
	3912	TAXABLE FRINGE BEN ON 2000 SAL	4,000.00	6,480.00	.00	6,480.00
	3999	BENEFIT PAYROLL ERRORS	.00	.00	.00	.00
	4100	TEXTBOOKS	1,001,556.00	1,214,724.00	6,856.00	1,221,579.00
	4200	BOOKS OTHER THAN TEXTBOOKS	168,862.00	548,120.00	6,718.75	554,838.75
	4300	MATERIALS & SUPPLIES	5,669,002.00	12,041,866.57	114,835.62	12,156,702.19
	4400	NON-CAPITALIZED EQUIPMENT	426,879.00	2,337,011.95	-27,865.00	2,309,146.95
	5200	TRAVEL & CONFERENCES	202,162.00	447,577.71	29,109.00	476,686.71
	5300	DUES & MEMBERSHIPS	32,283.00	50,093.00	-345.00	49,748.00
	5400	INSURANCE	459,109.00	499,037.00	.00	499,037.00
	5500	OPERATIONS & HOUSEKEEPING SRVC	2,479,588.00	3,006,356.87	93,376.08	3,099,732.95
	5600	RENTS,LEASES,REPAIRS,IMPRVMTS	717,635.00	1,102,057.44	30,052.00	1,132,109.44
	5710	DIR COSTS FOR INTRPRG SERVICES	.00	.00	.00	.00
	5750	DIR COSTS FOR INTERFUND SVCS	.00	17,094.50	1,084.00	18,178.50
	5800	OTHER SVCS & OPER EXPENDITURES	3,025,225.00	5,295,386.82	200,749.00	5,496,135.82
	5900	INTERGOVERNMENTAL FEES	598,052.00	428,165.00	61,974.00	490,139.00
	6170	LAND IMPROVEMENTS	36,000.00	140,111.00	6,000.00	146,111.00
	6200	BLDGS & IMPROVEMENT OF BLDGS	1,518,371.00	1,414,990.00	-3,600.00	1,411,390.00
	6400	EQUIPMENT	118,000.00	546,666.00	.00	546,666.00
	6500	EQUIPMENT REPLACEMENT	2,500.00	2,500.00	.00	2,500.00

75 Tracy Jt. Unified School Dist.

Restricted and Unrestricted

FISCAL YR: 07

APPROVED			07/24/2006	06/01/2007	BUDGET	06/30/2007
FUND	OBJECT	DESCRIPTION	ADOPTED BUDGET	REVISED BUDGET	ADJUSTMENTS	REVISED BUDGET
01	7130	STATE SPECIAL SCHOOLS	40,000.00	40,000.00	.00	40,000.00
	7142	TUITION, EXCESS COSTS TO COE	303,609.00	360,914.00	.00	360,914.00
	7280	TRANS TO CHARTERS IN LIEU PROP	977,617.00	1,270,260.00	.00	1,270,260.00
	7310	TRANSFERS OF INDIRECT COSTS	.00	.00	.00	.00
	7350	TRANS OF INDIRECT - INTERFUND	-200,724.00	-210,973.00	.00	-210,973.00
	7380	TRANSFERS OF DIR SUPP-INTERFND	-59,500.00	.00	.00	.00
	7438	DEBT SERVICE - INTEREST	17,561.00	17,561.00	.00	17,561.00
	7439	DEBT SERVICE - PRINCIPAL	90,777.00	132,726.00	.00	132,726.00
	7612	BETWEEN GEN FND & SP RSRVE FND	28,700.00	28,700.00	.00	28,700.00
	7613	ST SCH BLD FND OTH FND OF DIST	.00	400,000.00	.00	400,000.00
	7615	FROM GEN/SPC/BLDG TO DEF MAINT	561,716.00	792,516.00	.00	792,516.00
	7619	OTHER AUTH INTRFND TRANSFRS OUT	59,292.00	78,700.00	.00	78,700.00
TOTAL EXPENSE			112,343,102.00	130,347,919.12	804,541.97	131,152,461.09



75 Tracy Jt. Unified School Dist.

Restricted and Unrestricted

FISCAL YR: 07

APPROVED			07/24/2006	06/01/2007	BUDGET	06/30/2007
FUND	OBJECT	DESCRIPTION	ADOPTED BUDGET	REVISED BUDGET	ADJUSTMENTS	REVISED BUDGET
01	8011	REVENUE LIMIT ST AID-CURR YEAR	65,397,936.00	63,082,874.00	.00	63,082,874.00
	8019	REVENUE LIMIT ST AID-PRIOR YRS	.00	.00	.00	.00
	8021	HOME OWNERS EXEMPTION	129,463.00	129,463.00	.00	129,463.00
	8040	COUNTY & DISTRICT TAXES	19,744,207.00	22,163,041.00	.00	22,163,041.00
	8042	UNSECURED ROLL TAXES	658,702.00	658,702.00	.00	658,702.00
	8043	PRIOR YEARS' TAXES	59,656.00	59,656.00	.00	59,656.00
	8044	SUPPLEMENTAL TAXES	134,169.00	134,169.00	.00	134,169.00
	8045	ED REVENUE AUGMENT FUND (ERAF)	6,641,534.00	6,641,534.00	.00	6,641,534.00
	8091	REVENUE LIMIT TRANSFERS	1.00	.00	.00	.00
	8092	PERS REDUCTION TRANSFER	463,803.00	464,305.00	.00	464,305.00
	8181	SP ED-ENTITLEMENT	2,051,302.00	2,041,314.00	.00	2,041,314.00
	8182	SP ED-DISCRETIONARY GRANTS	255,850.00	264,527.00	.00	264,527.00
	8290	ALL OTHER FEDERAL REVENUES	1,678,512.00	2,116,656.00	-1,837.00	2,114,819.00
	8311	OTH ST APPORTIONMENTS-CURR YR	1,569,968.00	2,507,391.00	-3,411.00	2,503,980.00
	8434	CLASS SIZE REDUCTION K-3	3,121,206.00	2,938,336.00	.00	2,938,336.00
	8435	CLASS SIZE REDUCTION 9-12	.00	.00	.00	.00
	8550	MANDATED COST REIMBURSEMENTS	.00	620,123.00	.00	620,123.00
	8560	STATE LOTTERY REVENUE	2,172,388.00	2,306,297.00	.00	2,306,297.00
	8590	ALL OTHER STATE REVENUES	4,372,863.00	7,898,201.53	162,917.00	8,061,118.53
	8660	INTEREST	500,000.00	600,000.00	.00	600,000.00
	8675	TRANSPORTATION FEES FROM INDIV	55,000.00	78,711.00	.00	78,711.00
	8677	INTERAGENCY SVCS BETWEEN LEA'S	1,104,516.00	1,643,190.00	75,077.00	1,718,267.00
	8689	ALL OTHER FEES & CONTRACTS	28,700.00	28,700.00	.00	28,700.00
	8699	ALL OTHER LOCAL REVENUES	1,635,073.00	2,730,870.21	268,375.97	2,999,246.18
	8792	TRANS OF APPORTION FROM CO OFF	3,464,525.00	3,677,218.00	.00	3,677,218.00
	8919	OTH AUTH INTERFUND TRANS IN	523,000.00	495,544.00	300.00	495,844.00
	8972	PROCEEDS FROM CAPITAL LEASES	.00	183,022.00	.00	183,022.00
	8980	CONTRIBUTE FROM UNRSTRCTD REV	.00	.00	.00	.00
	8990	CNTRIBUT/TRANS FRM RSTR/UNREST	.00	.00	.00	.00
TOTAL REVENUE			115,762,374.00	123,463,844.74	501,421.97	123,965,266.71

FCR270  
06/07 JUN BUDGET ADJ REPORT

SAN JOAQUIN COUNTY OFFICE OF EDUCATION  
BUDGET ADJUSTMENT REPORT  
FROM DATE 06/01/2007 TO DATE 06/30/2007

#J3024

PAGE: 4  
07/02/2007

75 Tracy Jt. Unified School Dist.

Restricted and Unrestricted

FISCAL YR: 07

FUND	OBJECT	DESCRIPTION	BEGINNING BALANCE	06/01/2007 REVISED BALANCE	ADJUSTMENTS	06/30/2007 REVISED BALANCE
01	9770	DESIGNATED FOR ECON UNCERTAIN	-3,328,815.00	-3,328,815.00	.00	-3,328,815.00
	9780	OTHER DESIGNATIONS	.00	.00	.00	.00
	9790	UNDESIGNATED/UNAPPROPRIATED	-9,645,799.35	657,547.03	303,120.00	960,667.03
	9791	BEGINNING BALANCE	-9,791,342.35	-9,791,342.35	.00	-9,791,342.35
	9793	AUDIT ADJUSTMENTS	.00	-192,131.81	.00	-192,131.81
	9795	OTHER RESTATEMENTS	.00	.00	.00	.00
	9798	BUDGET FUND BALANCE OFFSET	13,210,614.35	2,907,267.97	-303,120.00	2,604,147.97
	9799	K12 NET GAIN OR LOSS	.00	6,884,074.38	303,120.00	7,187,194.38

75 Tracy Jt. Unified School Dist.			Restricted and Unrestricted		FISCAL YR: 08	
FUND	APPROVED OBJECT	DESCRIPTION	07/18/2007 ADOPTED BUDGET	07/01/2007 REVISED BUDGET	BUDGET ADJUSTMENTS	07/31/2007 REVISED BUDGET
01	1100	TEACHERS' SALARIES	54,337,474.00	54,337,474.00	.00	54,337,474.00
	1200	CERT PUPIL SUPPORT SALARIES	2,765,709.00	2,765,709.00	.00	2,765,709.00
	1300	CERT SUPRVRS' & ADMINS' SAL	5,165,242.00	5,165,242.00	.00	5,165,242.00
	1900	OTHER CERTIFICATED SALARIES	1,172,025.00	1,172,025.00	.00	1,172,025.00
	2100	INSTRUCTIONAL AIDES' SALARIES	3,816,042.00	3,816,042.00	.00	3,816,042.00
	2200	CLASSIFIED SUPPORT SALARIES	7,083,336.00	7,083,336.00	.00	7,083,336.00
	2300	CLASS SUPRVRS' & ADMINS' SAL	1,640,825.00	1,640,825.00	.00	1,640,825.00
	2400	CLERICAL & OFFICE SALARIES	4,642,331.00	4,642,331.00	.00	4,642,331.00
	2900	OTHER CLASSIFIED SALARIES	517,243.00	517,243.00	.00	517,243.00
	3101	STRS ON 1000 SALARIES	5,181,701.00	5,181,701.00	.00	5,181,701.00
	3102	STRS ON 2000 SALARIES	7,422.00	7,422.00	.00	7,422.00
	3201	PERS ON 1000 SALARIES	60,428.00	60,428.00	.00	60,428.00
	3202	PERS ON 2000 SALARIES	1,542,496.00	1,542,496.00	.00	1,542,496.00
	3311	OASDI ON 1000 SALARIES	36,879.00	36,879.00	.00	36,879.00
	3312	OASDI ON 2000 SALARIES	953,327.00	953,327.00	.00	953,327.00
	3321	FICA-MED ON 1000 SALARIES	823,629.00	823,629.00	.00	823,629.00
	3322	FICA-MED ON 2000 SALARIES	237,627.00	237,627.00	.00	237,627.00
	3332	ALTER. RETIREMENT ON 2000 SAL	35,094.00	35,094.00	.00	35,094.00
	3411	HEALTH & WELFARE ON 1000 SALS	7,828,609.00	7,828,609.00	.00	7,828,609.00
	3412	HEALTH & WELFARE ON 2000 SALS	3,181,541.00	3,181,541.00	.00	3,181,541.00
	3501	STATE UNEMPLOY ON 1000 SALARY	31,753.00	31,753.00	.00	31,753.00
	3502	STATE UNEMPLOY ON 2000 SALARY	8,865.00	8,865.00	.00	8,865.00
	3601	WORKER'S COMP INS ON 1000 SAL	1,712,960.00	1,712,960.00	.00	1,712,960.00
	3602	WORKER'S COMP INS ON 2000 SAL	477,312.00	477,312.00	.00	477,312.00
	3711	OPEB,ALLOCATED, CERTIFICATED	620,966.00	620,966.00	.00	620,966.00
	3712	OPEB,ALLOCATED, CLASSIFIED	447,341.00	447,341.00	.00	447,341.00
	3801	PERS REDUCTION ON 1000 SALARY	24,118.00	24,118.00	.00	24,118.00
	3802	PERS REDUCTION ON 2000 SALARY	416,178.00	416,178.00	.00	416,178.00
	3911	TAXABLE FRINGE BEN ON 1000 SAL	10,320.00	10,320.00	.00	10,320.00
	3912	TAXABLE FRINGE BEN ON 2000 SAL	11,560.00	11,560.00	.00	11,560.00
	4100	TEXTBOOKS	901,274.00	901,274.00	.00	901,274.00
	4200	BOOKS OTHER THAN TEXTBOOKS	411,850.00	411,850.00	7,167.00	419,017.00
	4300	MATERIALS & SUPPLIES	9,037,559.00	9,037,559.00	443,042.00	9,480,601.00
	4400	NON-CAPITALIZED EQUIPMENT	685,976.00	685,976.00	121,636.00	807,612.00
	5200	TRAVEL & CONFERENCES	194,453.00	194,453.00	-1,822.00	192,631.00
	5300	DUES & MEMBERSHIPS	37,915.00	37,915.00	3,926.00	41,841.00
	5400	INSURANCE	502,141.00	502,141.00	93,500.00	595,641.00
	5500	OPERATIONS & HOUSEKEEPING SRVC	2,966,017.00	2,966,017.00	2,500.00	2,968,517.00
	5600	RENTS,LEASES,REPAIRS,IMPRVMTS	745,997.00	745,997.00	-11,909.00	734,088.00
	5710	DIR COSTS FOR INTRPRG SERVICES	.00	.00	.00	.00
	5800	OTHER SVCS & OPER EXPENDITURES	3,643,205.00	3,643,205.00	238,125.00	3,881,330.00
	5900	INTERGOVERNMENTAL FEES	510,038.00	510,038.00	241.00	510,279.00
	6200	BLDGS & IMPROVEMENT OF BLDGS	1,425,934.00	1,425,934.00	-1,680.00	1,424,254.00
	6400	EQUIPMENT	56,500.00	56,500.00	.00	56,500.00
	6500	EQUIPMENT REPLACEMENT	2,500.00	2,500.00	.00	2,500.00
	7130	STATE SPECIAL SCHOOLS	40,000.00	40,000.00	.00	40,000.00
	7142	TUITION, EXCESS COSTS TO COE	550,726.00	550,726.00	.00	550,726.00
	7310	TRANSFERS OF INDIRECT COSTS	.00	.00	.00	.00
	7350	TRANS OF INDIRECT - INTERFUND	-200,951.00	-200,951.00	-1,277.00	-202,228.00

FCR270  
07/08 JUL BUDGET ADJ REPORT

SAN JOAQUIN COUNTY OFFICE OF EDUCATION  
BUDGET ADJUSTMENT REPORT  
FROM DATE 07/01/2007 TO DATE 07/31/2007

#J8382

PAGE: 2  
08/01/2007

75 Tracy Jt. Unified School Dist.

Restricted and Unrestricted

FISCAL YR: 08

FUND	APPROVED OBJECT	DESCRIPTION	07/18/2007 ADOPTED BUDGET	07/01/2007 REVISED BUDGET	BUDGET ADJUSTMENTS	07/31/2007 REVISED BUDGET
01	7438	DEBT SERVICE - INTEREST	13,267.00	13,267.00	.00	13,267.00
	7439	DEBT SERVICE - PRINCIPAL	131,304.00	131,304.00	5,716.00	137,020.00
	7612	BETWEEN GEN FND & SP RSRVE FND	28,700.00	28,700.00	.00	28,700.00
	7613	ST SCH BLD FND OTH FND OF DIST	50,000.00	50,000.00	.00	50,000.00
	7615	FROM GEN/SPC/BLDG TO DEF MAINT	633,761.00	633,761.00	.00	633,761.00
	7619	OTHER AUTH INTRFND TRANSFRS OUT	63,869.00	63,869.00	.00	63,869.00
TOTAL	EXPENSE		127,222,388.00	127,222,388.00	899,165.00	128,121,553.00

75 Tracy Jt. Unified School Dist.

Restricted and Unrestricted

FISCAL YR: 08

APPROVED		07/18/2007	07/01/2007	BUDGET	07/31/2007
FUND	OBJECT	ADOPTED BUDGET	REVISED BUDGET	ADJUSTMENTS	REVISED BUDGET
01	8011	REVENUE LIMIT ST AID-CURR YEAR	67,033,230.00	.00	67,033,230.00
	8040	COUNTY & DISTRICT TAXES	22,947,117.00	.00	22,947,117.00
	8042	UNSECURED ROLL TAXES	658,702.00	.00	658,702.00
	8043	PRIOR YEARS' TAXES	59,656.00	.00	59,656.00
	8044	SUPPLEMENTAL TAXES	134,169.00	.00	134,169.00
	8045	ED REVENUE AUGMENT FUND (ERAF)	6,641,534.00	.00	6,641,534.00
	8091	REVENUE LIMIT TRANSFERS	.00	.00	.00
	8092	PERS REDUCTION TRANSFER	453,295.00	.00	453,295.00
	8096	TRANSFERS TO CHARTERS, IN LIEU	-1,350,171.00	.00	-1,350,171.00
	8181	SP ED-ENTITLEMENT	1,985,750.00	.00	1,985,750.00
	8182	SP ED-DISCRETIONARY GRANTS	217,225.00	.00	217,225.00
	8290	ALL OTHER FEDERAL REVENUES	1,691,350.00	99,416.00	1,790,766.00
	8311	OTH ST APPORTIONMENTS-CURR YR	2,257,588.00	.00	2,257,588.00
	8434	CLASS SIZE REDUCTION K-3	3,121,206.00	.00	3,121,206.00
	8560	STATE LOTTERY REVENUE	2,290,094.00	.00	2,290,094.00
	8590	ALL OTHER STATE REVENUES	7,577,476.00	558,206.00	8,135,682.00
	8660	INTEREST	800,000.00	.00	800,000.00
	8675	TRANSPORTATION FEES FROM INDIV	82,260.00	.00	82,260.00
	8677	INTERAGENCY SVCS BETWEEN LEA'S	1,245,631.00	.00	1,245,631.00
	8689	ALL OTHER FEES & CONTRACTS	28,700.00	.00	28,700.00
	8699	ALL OTHER LOCAL REVENUES	3,271,970.00	102,270.00	3,374,240.00
	8792	TRANS OF APPORTION FROM CO OFF	3,725,425.00	.00	3,725,425.00
	8919	OTH AUTH INTERFUND TRANS IN	45,500.00	.00	45,500.00
	8980	CONTRIBUTE FROM UNRSTRCTD REV	.00	.00	.00
	8990	CNTRIBUT/TRANS FRM RSTR/UNREST	.00	.00	.00
TOTAL REVENUE		124,917,707.00	124,917,707.00	759,892.00	125,677,599.00

FCR270  
07/08 JUL BUDGET ADJ REPORT

SAN JOAQUIN COUNTY OFFICE OF EDUCATION  
BUDGET ADJUSTMENT REPORT  
FROM DATE 07/01/2007 TO DATE 07/31/2007

#J8382

PAGE: 4  
08/01/2007

75 Tracy Jt. Unified School Dist.			Restricted and Unrestricted		FISCAL YR: 08	
FUND	OBJECT	DESCRIPTION	BEGINNING BALANCE	07/01/2007 REVISED BALANCE	ADJUSTMENTS	07/31/2007 REVISED BALANCE
01	9770	DESIGNATED FOR ECON UNCERTAIN	-3,328,815.00	-3,328,815.00	.00	-3,328,815.00
	9780	OTHER DESIGNATIONS	.00	.00	.00	.00
	9790	UNDESIGNATED/UNAPPROPRIATED	-1,666,852.42	-1,666,852.42	139,273.00	-1,527,579.42
	9791	BEGINNING BALANCE	-11,101,163.42	-11,101,163.42	.00	-11,101,163.42
	9793	AUDIT ADJUSTMENTS	.00	.00	.00	.00
	9795	OTHER RESTATEMENTS	.00	.00	.00	.00
	9798	BUDGET FUND BALANCE OFFSET	5,231,667.42	5,231,667.42	-139,273.00	5,092,394.42
	9799	K12 NET GAIN OR LOSS	.00	2,304,681.00	139,273.00	2,443,954.00

75 Tracy Jt. Unified School Dist.

Restricted and Unrestricted

FISCAL YR: 08

APPROVED			07/18/2007	08/01/2007	BUDGET	08/31/2007
FUND	OBJECT	DESCRIPTION	ADOPTED BUDGET	REVISED BUDGET	ADJUSTMENTS	REVISED BUDGET
01	1100	TEACHERS' SALARIES	54,337,474.00	54,337,474.00	168,485.00	54,505,959.00
	1200	CERT PUPIL SUPPORT SALARIES	2,765,709.00	2,765,709.00	.00	2,765,709.00
	1300	CERT SUPRVRS' & ADMINS' SAL	5,165,242.00	5,165,242.00	.00	5,165,242.00
	1900	OTHER CERTIFICATED SALARIES	1,172,025.00	1,172,025.00	1,557.00	1,173,582.00
	2100	INSTRUCTIONAL AIDES' SALARIES	3,816,042.00	3,816,042.00	1,246.00	3,817,288.00
	2200	CLASSIFIED SUPPORT SALARIES	7,083,336.00	7,083,336.00	2,143.00	7,085,479.00
	2300	CLASS SUPRVRS' & ADMINS' SAL	1,640,825.00	1,640,825.00	54,846.00	1,695,671.00
	2400	CLERICAL & OFFICE SALARIES	4,642,331.00	4,642,331.00	1,306.00	4,643,637.00
	2900	OTHER CLASSIFIED SALARIES	517,243.00	517,243.00	366.00	517,609.00
	3101	STRS ON 1000 SALARIES	5,181,701.00	5,181,701.00	13,893.00	5,195,594.00
	3102	STRS ON 2000 SALARIES	7,422.00	7,422.00	.00	7,422.00
	3201	PERS ON 1000 SALARIES	60,428.00	60,428.00	.00	60,428.00
	3202	PERS ON 2000 SALARIES	1,542,496.00	1,542,496.00	5,421.00	1,547,917.00
	3311	OASDI ON 1000 SALARIES	36,879.00	36,879.00	31.00	36,910.00
	3312	OASDI ON 2000 SALARIES	953,327.00	953,327.00	3,658.00	956,985.00
	3321	FICA-MED ON 1000 SALARIES	823,629.00	823,629.00	2,339.00	825,968.00
	3322	FICA-MED ON 2000 SALARIES	237,627.00	237,627.00	880.00	238,507.00
	3331	ALTER. RETIREMENT ON 1000 SAL	.00	.00	50.00	50.00
	3332	ALTER. RETIREMENT ON 2000 SAL	35,094.00	35,094.00	39.00	35,133.00
	3411	HEALTH & WELFARE ON 1000 SALS	7,828,609.00	7,828,609.00	8,483.00	7,837,092.00
	3412	HEALTH & WELFARE ON 2000 SALS	3,181,541.00	3,181,541.00	8,809.00	3,190,350.00
	3501	STATE UNEMPLOY ON 1000 SALARY	31,753.00	31,753.00	99.00	31,852.00
	3502	STATE UNEMPLOY ON 2000 SALARY	8,865.00	8,865.00	45.00	8,910.00
	3601	WORKER'S COMP INS ON 1000 SAL	1,712,960.00	1,712,960.00	2,828.00	1,715,788.00
	3602	WORKER'S COMP INS ON 2000 SAL	477,312.00	477,312.00	1,594.00	478,906.00
	3711	OPEB,ALLOCATED, CERTIFICATED	620,966.00	620,966.00	.00	620,966.00
	3712	OPEB,ALLOCATED, CLASSIFIED	447,341.00	447,341.00	.00	447,341.00
	3801	PERS REDUCTION ON 1000 SALARY	24,118.00	24,118.00	.00	24,118.00
	3802	PERS REDUCTION ON 2000 SALARY	416,178.00	416,178.00	.00	416,178.00
	3911	TAXABLE FRINGE BEN ON 1000 SAL	10,320.00	10,320.00	.00	10,320.00
	3912	TAXABLE FRINGE BEN ON 2000 SAL	11,560.00	11,560.00	.00	11,560.00
	3999	BENEFIT PAYROLL ERRORS	.00	.00	.00	.00
	4100	TEXTBOOKS	901,274.00	901,274.00	24,652.00	925,926.00
	4200	BOOKS OTHER THAN TEXTBOOKS	411,850.00	419,017.00	28,196.00	447,213.00
	4300	MATERIALS & SUPPLIES	9,037,559.00	9,480,601.00	3,186,470.00	12,667,071.00
	4400	NON-CAPITALIZED EQUIPMENT	685,976.00	807,612.00	149,609.00	957,221.00
	5100	SUBAGREEMENTS FOR SERVICES	.00	.00	.00	.00
	5200	TRAVEL & CONFERENCES	194,453.00	192,631.00	16,832.00	209,463.00
	5300	DUES & MEMBERSHIPS	37,915.00	41,841.00	-123.00	41,718.00
	5400	INSURANCE	502,141.00	595,641.00	.00	595,641.00
	5500	OPERATIONS & HOUSEKEEPING SRVC	2,966,017.00	2,968,517.00	800.00	2,969,317.00
	5600	RENTS,LEASES,REPAIRS,IMPRVMTS	745,997.00	734,088.00	13,047.00	747,135.00
	5710	DIR COSTS FOR INTRPRG SERVICES	.00	.00	.00	.00
	5750	DIR COSTS FOR INTERFUND SVCS	.00	.00	6,705.00	6,705.00
	5800	OTHER SVCS & OPER EXPENDITURES	3,643,205.00	3,881,330.00	660,303.00	4,541,633.00
	5900	INTERGOVERNMENTAL FEES	510,038.00	510,279.00	3,084.00	513,363.00
	6200	BLDGS & IMPROVEMENT OF BLDGS	1,425,934.00	1,424,254.00	.00	1,424,254.00
	6400	EQUIPMENT	56,500.00	56,500.00	.00	56,500.00
	6500	EQUIPMENT REPLACEMENT	2,500.00	2,500.00	.00	2,500.00

FCR270  
AUG 07/08 BUDGET ADJ REPORT

SAN JOAQUIN COUNTY OFFICE OF EDUCATION  
BUDGET ADJUSTMENT REPORT  
FROM DATE 08/01/2007 TO DATE 08/31/2007

#J361

PAGE: 2  
09/04/2007

75 Tracy Jt. Unified School Dist.

Restricted and Unrestricted

FISCAL YR: 08

=====			=====			
APPROVED			07/18/2007	08/01/2007	BUDGET	08/31/2007
FUND	OBJECT	DESCRIPTION	ADOPTED BUDGET	REVISED BUDGET	ADJUSTMENTS	REVISED BUDGET
=====						
01	7130	STATE SPECIAL SCHOOLS	40,000.00	40,000.00	.00	40,000.00
	7142	TUITION, EXCESS COSTS TO COE	550,726.00	550,726.00	.00	550,726.00
	7310	TRANSFERS OF INDIRECT COSTS	.00	.00	.00	.00
	7350	TRANS OF INDIRECT - INTERFUND	-200,951.00	-202,228.00	.00	-202,228.00
	7438	DEBT SERVICE - INTEREST	13,267.00	13,267.00	.00	13,267.00
	7439	DEBT SERVICE - PRINCIPAL	131,304.00	137,020.00	.00	137,020.00
	7612	BETWEEN GEN FND & SP RSERVE FND	28,700.00	28,700.00	.00	28,700.00
	7613	ST SCH BLD FND OTH FND OF DIST	50,000.00	50,000.00	.00	50,000.00
	7615	FROM GEN/SPC/BLDG TO DEF MAINT	633,761.00	633,761.00	.00	633,761.00
	7619	OTHER AUTH INTRFND TRANSFRS OUT	63,869.00	63,869.00	.00	63,869.00
TOTAL EXPENSE			127,222,388.00	128,121,553.00	4,367,693.00	132,489,246.00



FCR270  
AUG 07/08 BUDGET ADJ REPORT

SAN JOAQUIN COUNTY OFFICE OF EDUCATION  
BUDGET ADJUSTMENT REPORT  
FROM DATE 08/01/2007 TO DATE 08/31/2007

#J361

PAGE: 3  
09/04/2007

75 Tracy Jt. Unified School Dist.

Restricted and Unrestricted

FISCAL YR: 08

APPROVED			07/18/2007	08/01/2007	BUDGET	08/31/2007
FUND	OBJECT	DESCRIPTION	ADOPTED BUDGET	REVISED BUDGET	ADJUSTMENTS	REVISED BUDGET
01	8011	REVENUE LIMIT ST AID-CURR YEAR	67,033,230.00	67,033,230.00	-1,762,644.00	65,270,586.00
	8040	COUNTY & DISTRICT TAXES	22,947,117.00	22,947,117.00	.00	22,947,117.00
	8042	UNSECURED ROLL TAXES	658,702.00	658,702.00	.00	658,702.00
	8043	PRIOR YEARS' TAXES	59,656.00	59,656.00	.00	59,656.00
	8044	SUPPLEMENTAL TAXES	134,169.00	134,169.00	.00	134,169.00
	8045	ED REVENUE AUGMENT FUND (ERAF)	6,641,534.00	6,641,534.00	.00	6,641,534.00
	8091	REVENUE LIMIT TRANSFERS	.00	.00	.00	.00
	8092	PERS REDUCTION TRANSFER	453,295.00	453,295.00	.00	453,295.00
	8096	TRANSFERS TO CHARTERS, IN LIEU	-1,350,171.00	-1,350,171.00	.00	-1,350,171.00
	8181	SP ED-ENTITLEMENT	1,985,750.00	1,985,750.00	.00	1,985,750.00
	8182	SP ED-DISCRETIONARY GRANTS	217,225.00	217,225.00	.00	217,225.00
	8290	ALL OTHER FEDERAL REVENUES	1,691,350.00	1,790,766.00	.00	1,790,766.00
	8311	OTH ST APPORTIONMENTS-CURR YR	2,257,588.00	2,257,588.00	.00	2,257,588.00
	8434	CLASS SIZE REDUCTION K-3	3,121,206.00	3,121,206.00	.00	3,121,206.00
	8560	STATE LOTTERY REVENUE	2,290,094.00	2,290,094.00	.00	2,290,094.00
	8590	ALL OTHER STATE REVENUES	7,577,476.00	8,135,682.00	930,264.00	9,065,946.00
	8660	INTEREST	800,000.00	800,000.00	.00	800,000.00
	8675	TRANSPORTATION FEES FROM INDIV	82,260.00	82,260.00	.00	82,260.00
	8677	INTERAGENCY SVCS BETWEEN LEA'S	1,245,631.00	1,245,631.00	.00	1,245,631.00
	8689	ALL OTHER FEES & CONTRACTS	28,700.00	28,700.00	.00	28,700.00
	8699	ALL OTHER LOCAL REVENUES	3,271,970.00	3,374,240.00	14,750.00	3,388,990.00
	8792	TRANS OF APPORTION FROM CO OFF	3,725,425.00	3,725,425.00	.00	3,725,425.00
	8919	OTH AUTH INTERFUND TRANS IN	45,500.00	45,500.00	5,700.00	51,200.00
	8980	CONTRIBUTE FROM UNRSTRCTD REV	.00	.00	.00	.00
	8990	CNTRIBUT/TRANS FRM RSTR/UNREST	.00	.00	.00	.00
TOTAL	REVENUE		124,917,707.00	125,677,599.00	-811,930.00	124,865,669.00

FCR270  
AUG 07/08 BUDGET ADJ REPORT

SAN JOAQUIN COUNTY OFFICE OF EDUCATION  
BUDGET ADJUSTMENT REPORT  
FROM DATE 08/01/2007 TO DATE 08/31/2007

#J361

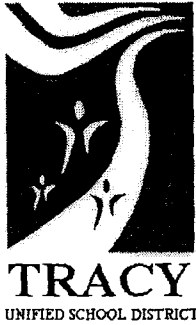
PAGE: 4  
09/04/2007

75 Tracy Jt. Unified School Dist.

Restricted and Unrestricted

FISCAL YR: 08

FUND	OBJECT	DESCRIPTION	BEGINNING BALANCE	08/01/2007 REVISED BALANCE	ADJUSTMENTS	08/31/2007 REVISED BALANCE
01	9770	DESIGNATED FOR ECON UNCERTAIN	-3,328,815.00	-3,328,815.00	.00	-3,328,815.00
	9780	OTHER DESIGNATIONS	.00	.00	.00	.00
	9790	UNDESIGNATED/UNAPPROPRIATED	-6,011,259.32	-5,871,986.32	5,179,623.00	-692,363.32
	9791	BEGINNING BALANCE	-15,445,570.32	-15,445,570.32	.00	-15,445,570.32
	9793	AUDIT ADJUSTMENTS	.00	.00	.00	.00
	9795	OTHER RESTATEMENTS	.00	.00	.00	.00
	9798	BUDGET FUND BALANCE OFFSET	9,576,074.32	9,436,801.32	-5,179,623.00	4,257,178.32
	9799	K12 NET GAIN OR LOSS	.00	2,443,954.00	5,179,623.00	7,623,577.00



# BUSINESS SERVICES MEMORANDUM

---

**To:** Dr. James Franco, Superintendent  
**From:** Dr. Casey Goodall, Assoc. Superintendent of Business Services  
**Date:** September 4, 2007  
**Subject:** Approve Revolving Cash Fund Reports (June, July, August 2007)

**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 (June, July, August 2007).

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

**Tracy Unified School District  
REVOLVING CASH FUND**

June 2007

Date	Num	Name	Memo	Paid Amount
6/4/2007	8022	US POSTMASTER	100 POSTCARDS	
			01-0000-0-1110-2700-5900-260-4802	-26.00
TOTAL				-26.00
6/6/2007	8023	LYNAE BROWN	CONTRACTED SERV 1099 DONE	
			01-7286-0-1110-1000-5800-600-6216	-750.00
TOTAL				-750.00
6/7/2007	8024	MICHEAL QUINTANA	PAYROLL	
			01-0000-0-1131-4200-2100-706-6742	-497.03
TOTAL				-497.03
6/7/2007	8025	GREAT VALLEY MUSEUM	FIELD TRIP FREILER	
			01-7395-0-1110-1000-5800-190-3904	-940.00
TOTAL				-940.00
6/8/2007	8026	SIAM CAFE	DINNER BOARD MEETING PO 70296	
			01-0000-0-0000-7110-4300-800-1101	-87.50
TOTAL				-87.50
6/11/2007	8027	MSDS SOLUTION	CLIENT ACCOUNT #95209 SHEETS PO74004	
			01-0000-0-0000-7300-4300-800-9202	-39.95
TOTAL				-39.95
6/11/2007	8028	LORI SCHOONOVER	TRANSPORTATION	
			01-6405-0-1110-2100-5800-800-2208	-168.25
TOTAL				-168.25
6/11/2007	8029	WEST VALLEY MALL	GIFT CERTIFICATE	
			01-0000-0-0000-7400-4300-800-8001	-100.00
			WEEKS	-1.00
TOTAL				-101.00
6/11/2007	8030	WEST VALLEY MALL	GIFT CERTIFICATES	
			01-0000-0-0000-7400-4300-800-8001	-200.00
			AUCHARD	-2.00
			PROCTOR, E	-2.00
TOTAL				-204.00
6/14/2007	8031	ACSA FOUNDATION FOR ED ADMIN	FRANCO/JUNE 27/CONF FEE	
			01-0000-0-0000-7150-5200-800-1001	-325.00
TOTAL				-325.00

**Tracy Unified School District**  
**REVOLVING CASH FUND**  
June 2007

<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Memo</u>	<u>Paid Amount</u>
6/14/2007	8032	SHERATON SUITE	FRANCO/JUNE 27/HOTEL	
			01-0000-0-0000-7150-5200-800-1001	-506.42
TOTAL				-506.42
6/14/2007	8033	AIRCRAFT SPRUCE AND SPECIALTY	FILTERS	
			01-0000-0-1110-8200-4300-800-9602	-79.25
TOTAL				-79.25
6/14/2007	8034	TIMELINE MEMORIES	REPAIR	
			01-6405-0-1110-2100-5600-800-2208	-20.00
TOTAL				-20.00
6/21/2007	8035	WEST VALLEY MALL	GIFT CERTIFICATE	
			01-0000-0-0000-7400-4300-800-8001	-102.00
TOTAL				-102.00
6/21/2007	8036	JOSE SALCEDO	MUSIC	
			01-6405-0-1110-2100-5800-800-2208	-100.00
TOTAL				-100.00

08/01/07

**Tracy Unified School District**  
**REVOLVING CASH FUND**  
 July 2007

Date	Num	Name	Memo	Paid Amount
7/2/2007	8038	WINDMILL SEPTIC	CLEAN TOILTES	
			01-0000-0-8100-5900-5600-700-9622	-70.00
TOTAL				-70.00
7/2/2007	8039	CCTC	CREDENTIALING	
			01-0000-0-0000-7400-5800-800-8001	-55.00
TOTAL				-55.00
7/3/2007	8040	WEST HIGH ASB	LOST BAG/NOV 17 69692	
			01-0000-0-1110-1000-4300-700-6502	-735.21
TOTAL				-735.21
7/3/2007	8041	OLD WORLD TRAVEL	WAKEFIELD/JULY 15/AIR FARE	
			01-0000-0-0000-7180-5200-800-1021	-319.80
TOTAL				-319.80
7/6/2007	8042	COMPUTER-USING EDUCATORS INC	MEMBERSHIP	
			01-7110-0-1110-2420-5300-800-1202	-40.00
TOTAL				-40.00
7/10/2007	8043	STATE WATER RESOURCES	PROCESSING FEES	
			35-7776-0-0000-8500-6214-700-7121	-213.50
			35-7777-0-0000-8500-6214-700-7123	-213.50
TOTAL				-427.00
7/11/2007	8044	LINDA YRIGOYEN	FINGERPRINT REIMB C/L	
			01-0000-0-0000-7400-5844-800-8906	-56.00
TOTAL				-56.00
7/16/2007	8045	US POSTMASTER	2 ROLLS STAMPS PO80389	
			01-0000-0-1110-2700-5900-400-3602	-82.00
TOTAL				-82.00
7/17/2007	8046	JIMMY TOVA	REIMBURSEMENT	
			01-0000-0-1110-100-4300-600-6102	-300.00
TOTAL				-300.00
7/19/2007	8047	SCHOOL SERVICES OF CA	CARTER/AUG 13/CONF FEE	
			01-0000-0-0000-7300-5200-800-9202	-235.00
TOTAL				-235.00
7/19/2007	8048	CAL/OSHA	PENALTIES PO80513	

08/01/07

**Tracy Unified School District**  
**REVOLVING CASH FUND**  
 July 2007

<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Memo</u>	<u>Paid Amount</u>
			01-8150-0-0000-8110-5800-800-9302	-210.00
TOTAL				-210.00
7/20/2007	8049	DATAWISE INC	HUFFMAN/AUG 9/CONF FEE	
			01-4035-0-1110-1000-5200-800-2702	-275.00
TOTAL				-275.00
7/20/2007	8050	NIKKI MADDUX	CONF FEE/JUNE 28	
			01-7010-0-1110-1000-5200-600-6114	-325.00
TOTAL				-325.00
7/27/2007	8051	NANCY FORMELLA	CONF JULY 16 BAL OWED	
			01-7090-0-1110-1000-5200-600-6104	-57.71
TOTAL				-57.71
7/31/2007	8052	US POSTMASTER	BULK MAIL PO80805	
			01-0000-0-1110-2700-5900-490-5302	-295.00
TOTAL				-295.00
7/31/2007	8053	US POSTMASTER	100 STAMPS PO80661	
			01-7395-0-1110-7200-5900-800-2744	-41.00
TOTAL				-41.00
7/31/2007	8054	JOSE BARAJAS	LOST CHECK J939385	
			01-3010-0-1110-1000-5200-310-5204	-908.24
TOTAL				-908.24
7/31/2007	8055	LULAC	AWARD DINNER	
			01-0000-0-0000-7150-5200-800-1001	-400.00
TOTAL				-400.00

09/04/07

**Tracy Unified School District**  
**REVOLVING CASH FUND**  
 August 2007

Date	Num	Name	Memo	Paid Amount
8/24/2007				
TOTAL				0.00
8/2/2007	8056	US POSTMASTER	PERMIT	
			11-6390-0-4150-2700-5800-560-2882	-22.00
TOTAL				-22.00
8/2/2007	8057	US POSTMASTER	PERMIT PO 80805	
			01-0000-0-1110-2700-5800-490-5302	-175.00
TOTAL				-175.00
8/3/2007	8058	SAN JOAQUIN COUNTY	SERVICE FEE	
			13-5310-0-0000-3700-5800-800-9802	-98.00
TOTAL				-98.00
8/15/2007	8059	PICADILLY INN UNIVERSITY HOTEL	CONF 8/21 HARRISON/SONNENBU...	
			01-4035-0-1110-1000-5200-800-2001	-257.60
TOTAL				-257.60
8/16/2007	8060	DEANNA MARLIN	PAYROLL/TIMESHEETS	
			01-0000-0-1110-2490-2905-806-8101	-115.75
			01-7395-0-1110-1000-2100-340-3504	-17.30
TOTAL				-133.05
8/20/2007	8061	SAN JOAQUIN COUNTY RECORDER	FEES PO81021	
			01-0000-0-0000-7200-5884-911-7250	-7.00
			23@3	-69.00
TOTAL				-76.00
8/21/2007	8062	NORTHERN CA CHAPTER STMA	FARRINGTON/8-22/CONF FEE	
			01-8150-0-0000-8110-5200-800-9402	-20.00
			BYGOYTIA	-20.00
			RODRIGO	-20.00
			WESSON	-20.00
TOTAL				-80.00
8/23/2007	8063	TRACY POLICE DEPARTMENT	ALARM PERMIT FEE	
			01-8150-0-0000-8110-5800-800-9302	-540.00
TOTAL				-540.00
8/24/2007	8064	PAULA WEEKS	PAYROLL	
			13-5310-0-0000-3700-2320-809-9802	-430.74
TOTAL				-430.74



09/04/07

**Tracy Unified School District**  
**REVOLVING CASH FUND**  
 August 2007

<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Memo</u>	<u>Paid Amount</u>
8/27/2007	8065	SIAM CAFE	BOARD DINNER	
			01-0000-0-0000-7110-4300-800-1101	-87.50
TOTAL				-87.50
8/27/2007	8066	CCAC	MARTIN/OCT 9/CONF FEE	
			01-0000-0-0000-7400-5200-800-8001	-290.00
TOTAL				-290.00
8/29/2007	8067	WEST VALLEY MALL	VOID: 2 GIFT CERTIFICATES	
TOTAL				0.00
8/29/2007	8068	VALLA'S AUTO SHOP	REPAIR PO81330	
			01-7230-0-1110-3600-5600-800-9702	-776.34
TOTAL				-776.34
8/30/2007	8069	WEST VALLEY MALL	GIFT CERTIFICATE PO81329	
			01-0000-0-0000-7400-4300-800-8001	-102.00
TOTAL				-102.00
8/30/2007	8070	WEST VALLEY MALL	GIFT CERTIFICATES PO 81329	
			01-0000-0-0000-7400-4300-800-8001	-204.00
TOTAL				-204.00
8/30/2007	8071	CARINA M GRANDISON, PHD	SERVICES PO81356	
			01-6500-0-5750-1180-5800-800-2842	-950.00
TOTAL				-950.00



# BUSINESS SERVICES MEMORANDUM

---

**To:** Dr. James Franco, Superintendent

**From:** Dr. Casey Goodall, Assoc. Superintendent of Business Services

**Date:** September 4, 2007

**Subject:** Approve Accounts Payable Warrants (June, July, August 2007)

**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 (June, July, August 2007)

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



# EDUCATIONAL SERVICES MEMORANDUM

---

**TO:** Dr. James Franco, Superintendent  
**FROM:** ~~Dr.~~ Sheila Harrison, Assistant Superintendent of Educational Services  
**DATE:** August 20, 2007  
**SUBJECT:** Approve Service Agreement for Sopris West Educational Services to Provide Training in Step Up to Writing to the K-5 Staff of George Kelly Elementary School on January 29 – 30, 2008

**BACKGROUND:** On January 29, 2008 and January 30, 2008 all K-5 teachers will receive training in Step Up to Writing from Sopris West Educational Services Trainers. This will enable the teachers to implement a writing program that will support the Open Court Language Arts Program.

**RATIONALE:** In order to effectively implement the writing program at George Kelly Elementary, teachers will need to be trained. The producers of Step Up to Writing offer training. This will meet Strategic Goal #1 – To provide a meaningful and relevant curriculum that includes systemic assessment, accountability and enables students to meet high standards.

**FUNDING:** Funding will come from one time Block Grant monies in the amount of \$4600.00.

**RECOMMENDATION:** Approve Service Agreement for Sopris West Educational Services to Provide Training in Step Up to Writing to the K-5 Staff of George Kelly Elementary School on January 29 – 30, 2008.

**Prepared by:** Denise L. Laven, Ed.D., Principal, George Kelly 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 Sopris West Educational Services, hereinafter referred to as "Contractor," is for consultant or special services to be performed by a non-employee of the District. District and Contractor, herein named, do mutually agree to the following terms and conditions:

1. Contractor shall perform the following duties: Step Up to Writing Training for K-5 Teachers
2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 2 ( two ) **HOURS/DAY(s)** (circle one), under the terms of this agreement at the following location George Kelly School, 535 Mabel Josephine Drive, Tracy, CA 95377
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
  - a. District shall pay \$4600.00 per HOUR/DAY/FLAT RATE (circle one), not to exceed a total of \$\_\_\_\_\_. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
  - b. District [ ☐ ] **SHALL**; [ ☒ ] **SHALL NOT** reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the district rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$\_\_\_\_\_ for the term of this agreement.
  - c. District shall make payment on a [ ☐ ] **MONTHLY PROGRESS BASIS**, [ ☒ ] **SINGLE PAYMENT UPON COMPLETION OF THE DUTIES** and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.
4. The terms of the agreement shall commence on January 29, 2008, and shall terminate on January 30, 2008.
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, Denise L. Laven at (209) 831-5000 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.
7. The parties intend that an independent contractor relationship be created by this contract and District assumes no responsibility for workers' compensation liability. District likewise assumes no responsibility for liability for loss, damage, or injury to person(s) or property resulting from, or caused by, the contractor's activities during or relating to the performance of service under this Agreement.

Contractor agrees to hold harmless and to indemnify District for:

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

8. This Agreement is for the personal services of the Contractor and Contractor may not assign the performance of the services to any person or persons who are not parties to this Agreement except for employees of Contractor.
9. Contractor certifies that his or her current employer, if any, is fully cognizant of this Agreement and that payments hereunder are not in conflict with any federal, state, or local statutes, rules or regulations or with any policies of Contractor's current employer.
10. District shall become the owner or, and entitled to, exclusive possession of all records, documents, graphs, photographic or other reproductions of any kind produced in the scope of services performed and no other uses thereof will be permitted except by permission of the District. Proprietary materials will be exempted from this clause.

**AGREED:**

\_\_\_\_\_  
Consultant Signature (1)

\_\_\_\_\_  
Social Security Number (2)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Address

\_\_\_\_\_

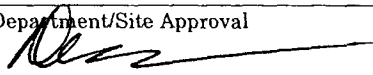
**Denise L. Laven**

\_\_\_\_\_  
Tracy Unified School District  
August 20, 2007

\_\_\_\_\_  
Date  
Principal

\_\_\_\_\_  
Title  
Block Grant

\_\_\_\_\_  
Account Number to be Charged  
01 7395 0 1110 1000 5800 260 4804

\_\_\_\_\_  
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.

File: CntrctSrvcs.dot

Disk: S:\shared

Products

Programs

Professional Development

Consultation Services

Contract for Services with Tracy Unified School District  
*Step Up to Writing* Professional Development Course

SOPRIS WEST, A CAMBIUM LEARNING COMPANY, AGREES TO:

Assign a *Step Up to Writing* Trainer to prepare for and conduct a professional development course designed to provide participants with an understanding of the *Step Up to Writing* program and the knowledge on how to implement *Step Up to Writing* strategies in their own classrooms. This course will be offered:

Date: January 29-30, 2008  
(Sessions are scheduled from 3:30 – 7:30 on January 29  
and 8:00 – 3:00, 3:30 – 7:30 on January 30)

Tracy Unified School District AGREES TO:

I. **Provide the Step Up to Writing 3<sup>rd</sup> Edition course materials for each participant to include:**

1. Primary Teacher's Manual and Primary Tools (grades K-3)
2. Intermediate Teacher's Manual and Intermediate Tools (grades 3-6)
3. Secondary Teacher's Manual and Secondary Tools (grades 6-12)
4. Training Supply Packet for each participant
5. Notebook paper – 15 sheets for each participant

**To order materials, see enclosed catalog.  
Thirty days advance notice is required.**

II. Provide copies of course handouts for all participants. Originals will be provided no later than two weeks prior to the course date.

III. Provide necessary audiovisual and support materials.

1. LCD projector
2. Large screen for projection
3. overhead projector with extra bulb
4. dry erase board with markers
5. flip chart
6. lapel microphone

IV. Provide appropriate site for the course. Participation is limited to 40 people. Participants should be seated at tables so that they have room to use materials and to write. Auditorium type seating is inadequate.

V. Pay Sopris West the sum of \$2,300 per day as payment for the training.

**A signed Purchase Order must be attached to the fully executed contract. Please attach invoicing instructions.**

VI. In the event the training must be cancelled or rescheduled, the District/County agrees to pay:

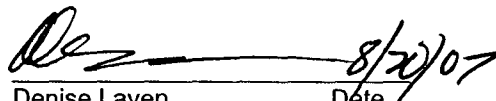
- 1) A cancellation fee equal to one day of training (\$2,300)
- 2) All expenses incurred by the trainer that are non refundable
- 3) Any cancellation fees for expenses incurred by trainers

VII. Sopris West may, at its sole discretion, cancel all arrangements for the above proposed training, if this contract (and all appropriate attachments and/or purchase order) is not received, fully executed, in our offices at 4093 Specialty Place, Longmont, CO 80504 **30 days prior to the scheduled start of said training.** Such cancellations, delivered by Sopris West in writing, by letter, fax, or email, will cause this contract to be null and void.

VIII. No kind of video- or audio-recording of this training session is permitted. The educational agency acknowledges that all trainings delivered, all training materials, and all content within them are the sole property of Sopris West Educational Services, a Cambium Learning Company.

IX. It is the responsibility of the district/county to notify Sopris West if a permit is required to conduct this training. If so, please contact the Sopris West Tax Department at 800-547-6747 Ext. 230.

\_\_\_\_\_  
Cindy L Nichols                      Date  
Training Coordinator  
Sopris West Educational Services  
A Cambium Learning Company  
4093 Specialty Place  
Longmont, CO 80504  
1-800-547-6747 x107

 8/22/07  
\_\_\_\_\_  
Denise Laven                      Date  
Principal  
Tracy Unified School District  
1875 W Lowell Avenue  
Tracy, CA 95376  
209-831-5000



# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. James Franco, Superintendent  
**FROM:** Dr. Sheila Harrison, Assistant Superintendent of Educational Services  
**DATE:** August 13, 2007  
**SUBJECT:** **Approve Overnight Field Trip to the San Francisco Maritime National Historic Park for Mrs. Pearlman's Fourth Grade Class at Wanda Hirsch Elementary School on November 15 and 16, 2007.**

**BACKGROUND:** Maritime Programs is a private non-profit organization that operates through the San Francisco Maritime National Historic Park. Their goal is to provide thoughtful, compelling and accurate maritime education programs for the children of Northern California, through an experience that will mirror the life of a 1906 sailor.

They strive to increase the awareness of San Francisco and California history, and to introduce to the participants the similarities and differences between their lives and those of the historic sailors. Through this learning they help children better understand the continuum of history so that they will see themselves as a part of history, not as an observer.

The program moves from the traditional classroom setting to an overnight stay on a real tall ship. Throughout the entire experience, emphasis is placed on building self-esteem, a sense of responsibility, respect and cooperative learning skills. These are skills not just useful in the classroom, but skills that will be useful for their entire lives. There will be approximately 32 students attending. Mrs. Pearlman and 6 parents will chaperone. All chaperones are cleared through the District to work with children. The trip takes place November 15-16, 2007.

**RATIONALE:** This program meets the California State History Social Science framework standards numbers 4.3.2, 4.3.3, and 4.4.2- 4.4.5 for fourth grade. The Maritime program also supports the District's character education program, as the pillars of character are emphasized throughout. This supports Strategic Goal #1 – Quality Curriculum.

**FUNDING:** The cost is \$67.00 per student. Students will have the opportunity to pay for their trip through the participation in a cookie dough fundraiser. Over the past five years 85% of the students have funded their trip, in its entirety, through this fundraiser. Students still needing financial assistance after the fundraiser will be able to participate in the trip. The teacher has applied for financial aid from the Maritime Park. No substitute costs are incurred to the school, as the teacher will attend with her class. Transportation is applied for through the District and charter buses are used. Transportation is expected to cost \$1600.00 for the class, this cost is covered by the teacher's HPSA account as well as by the cookie dough sales and parent contributions.



**RECOMMENDATION:** To approve the Overnight Field Trip to the San Francisco Maritime National Historic Park for Mrs. Pearlman's Fourth Grade Class at Wanda Hirsch Elementary School on November 15-16, 2007.

**Prepared by:** Jon Fine, Principal, Wanda Hirsch Elementary School



August 30, 2007

Attention: Rechelle Pearlman  
Wanda Hirsch School

To whom it may concern:

This letter certifies that all education program conducted by the San Francisco Maritime National Park Association at the Hyde Street Pier (including the Age of Sail Program) are covered by an extensive insurance policy purchased from Farallone Pacific Insurance Services in Novato, California. There is no need for participating schools to purchase additional insurance. Please let me know if you have any further questions or would like a copy of our policy.

Thank you,

MJ Harris  
Age of Sail Program Manager  
San Francisco Maritime National Park Association  
(415) 215-6291  
[mjharris@maritime.org](mailto:mjharris@maritime.org)  
[www.maritime.org](http://www.maritime.org)

**TRACY UNIFIED SCHOOL DISTRICT****Facility Use Dept.**

1875 W. Lowell Ave.

830-3200 x 1133 or 830-3265

Tracy, CA 95376

Fax# 830-3259

**APPLICATION FOR OUTSIDE FACILITY USE**

**Attention:** School Employees and/or parents are prohibited from entering into any contractual agreement without prior approval from the district office. Copies of the proposed contract or agreement must accompany this request. Insurance requests are required 30 days prior to the date of the event. Fax this request to the Facility Use Department-830-3259.

School Name: Wanda Hirsch SchoolEvent Name: Age of Sail ProgramDescription: Overnight to S.F. Maritime ProgramContact Name: Rechelle Pearlman Phone# 209-831-5110 x     Cell#: 814-5453 Fax#: 831-5118 Email: rpearlman@tUSD.netEstimated Attendance:      Is TUSD Providing Transportation: Yes ☒ No: ☐If you answered yes, what is the method: Charter bus*If TUSD is providing transportation-Parental Permission Slips are required for each participant*Name of Requesting Facility: S.F. Maritime AssociationAddress: P.O. Box 470310City: San Francisco Zip: 94147 Phone#: 415-561-6662Contact Name: Lucas Lineback Fax#: 415-561-6660Email address: llineback@maritime.org

Date of Event:	Start Time:	End Time:
<u>November 15-16</u>	<u>10:00 am</u>	<u>1:00 pm</u>

**Signature Approvals:**School Contact: Rechelle Pearlman Date: 8-14-07Activity Director:      Date:     Principal: Jon Juie Date: 8-14-07District:      Date:     *Bob Corsaro/Director of Risk Management/Facility Use*

## AGE OF SAIL PROGRAMS

SAN FRANCISCO MARITIME  
NATIONAL PARK ASSOCIATION  
P.O. BOX 470310  
SAN FRANCISCO, CA 94147-0310



Phone: (415) 561-6662 ext. 30  
Fax: (415) 561-6660  
E-mail: llineback@maritime.org

=====

**Wanda Hirsch Elementary**  
1280 Dove Drive  
Tracy, CA 95376

**Date: 4/20/2007**  
**Program I.D.: 4976**  
**Attention: Ms. Rechelle Pearlman**

### Program Application and Contract

PLEASE READ THE FOLLOWING CAREFULLY. Thoroughly review the terms, conditions, and cancellation procedures indicated on the back of this form.

1. Please sign immediately and return one copy to: Maritime Park Association, P.O. Box 470310, San Francisco, CA 94147-0310. A \$200.00 non-refundable deposit or purchase order MUST be included. Your \$200.00 deposit is applicable to the total fee, which is due and payable on the date of the field trip in the form of ONE CHECK only.
2. Your reservation is not confirmed until this signed CONTRACT is returned with deposit. YOUR DATE MAY BE REASSIGNED IF CONTRACT IS NOT RECEIVED BY THE DUE DATE OF 5/20/2007.
3. Please be sure we have your correct school and home telephone numbers for rescheduling purposes.
4. 90-DAY CANCELLATION CLAUSE: THE MARITIME PARK ASSOCIATION MUST RECEIVE WRITTEN NOTICE OF CANCELLATION OF YOUR PROGRAM NO LATER THAN 8/15/2007. WITHOUT ABOVE NOTICE OF CANCELLATION IN WRITING POSTMARKED ON OR BEFORE 8/15/2007, YOUR SCHOOL WILL BE CHARGED THE FULL COST OF THE SCHEDULED PROGRAM. A NOTICE BY FAX IS NOT ACCEPTABLE NOTIFICATION.
5. ►FIRST TIME TEACHERS are required to buy the Hyde Street Pier Sea Chanteys CD. If you are a first time teacher in our programs, you must include \$10.00 for the CD with your deposit.
6. ►FIRST TIME TEACHERS and parents are STRONGLY encouraged to attend ONE of the monthly Teacher/Parent Training Workshops offered on scheduled Saturdays. Please contact the office for specific dates and reservations.

Program Name: Age of Sail

Student Count: Non-negotiable 27 student, 6 paid-adult minimums; 45 students, 7 paid-adult maximum \*The Teacher, one Tall Sailor and one adult photographer are free of charge after Adult Minimum is met.

Date and Time: Thursday, 11/15/2007, 2:00 p.m.

Responsible Party: Ms. Rechelle Pearlman (Wanda Hirsch Elementary)

Contact Phone: (209) 831-5110 (School)

Evening Phone: (209) 832-5454

Estimated Participant Count: 22/9

Cost: \$64.00 per child; \$36.00 per adult\*; \$10.00 per CD

Additional \$250.00 fee for classes over 35 students to cover cost of additional instructor for a 6<sup>th</sup> crew.

Reservation Notes:

**THE DEPOSIT AMOUNT IS \$200.00** AND IS DUE ON OR BEFORE 5/20/2007. MAKE DEPOSIT CHECK PAYABLE TO/MAIL TO:

I have a rolled deposit from  
a previous program ☒

MARITIME PARK ASSOCIATION,  
PO BOX 470310  
SAN FRANCISCO, CA 94147-0310

Please see back for Terms and Conditions and Contractual Obligations

## Terms and Conditions

1. Each school group shall provide a certificated employee to participate in the education programs of the Maritime Park Association with each group.
2. The school district or organization shall be responsible for the supervision and care of its pupils from the time of departure to the time of arrival and back to home or school. The school district or organization is responsible for the actions of its pupils and employees while participating in a Maritime Park Association education program.
3. The school district or organization agrees to indemnify and hold harmless and to defend at its own cost the Maritime Park Association, its officers, agents and employees from any and all liability or claims of liability arising out of the actions of the school district's employees, officers, agents and pupils.
4. Notice of cancellation MUST be RECEIVED IN WRITING by the Maritime Programs' office at least 90 days prior to the scheduled program date. WITHOUT A 90-DAY NOTICE OF CANCELLATION IN WRITING, YOUR GROUP WILL BE CHARGED THE FULL COST OF THE SCHEDULED PROGRAM.
5. CANCELLATION OF A PROGRAM DUE TO INCLEMENT WEATHER CONDITIONS SHALL BE MADE MUTUALLY BETWEEN THE SCHOOL AND THE MARITIME PARK ASSOCIATION PROGRAM DIRECTOR. UNILATERAL CANCELLATION ON ANY PROGRAM BY A SCHOOL OR GROUP MAY BE CONSIDERED A "NO SHOW" AND BILLED ACCORDINGLY.
6. Full payment of the fee for the program MUST be received on the day of the program. If a purchase order is being used for payment, the Maritime Park Association's office must receive it with adequate time for billing so that the check will arrive prior to the day of the program.
7. BILLING IS BASED ON THE INFORMATION ON THIS FORM. Changes may be made to the number of students within the minimum and maximum required up to 48 hours prior to arrival, with the minimum being 27 students and 5 adults. After that time, the school group or organization will be charged despite any decrease in the number of students who actually arrive. Any increase to the number confirmed will be charged additionally.
8. ALL CONTRACTS FOR THE EXPLORERS PROGRAM ARE ENTERED INTO WITH THE EXPRESS UNDERSTANDING THAT FINAL CERTIFICATION OF THE SCHOONER, ALMA, BY THE UNITED STATES COAST GUARD IS REQUIRED FOR THE PROGRAM TO TAKE PLACE.

SIGNATORY AGREES TO TERMS AND CONDITIONS. PLEASE BE ADVISED THAT POLICIES REGARDING CANCELLATION (ITEM # 4) AND CHARGES (ITEMS # 6 AND # 7) ARE STRICTLY ENFORCED.

Signature of Teacher Rebecca Pearlman

REQUIRED: Signature of Principal or Other Authorized Administrator Jon Fine

Title of Administrator Principal

YOUR BILLING ADDRESS (IF DIFFERENT FROM ABOVE ADDRESS) \_\_\_\_\_

# AGE OF SAIL PROGRAMS

SAN FRANCISCO MARITIME  
NATIONAL PARK ASSOCIATION  
P.O. Box 470310  
San Francisco, CA 94147-0310



Phone: (415) 561-6662 ext. 30  
Fax: (415) 561-6660  
llineback@maritime.org

Wanda Hirsch Elementary  
1280 Dove Drive  
Tracy, CA 95376

Date: 4/20/2007  
Program I.D.: 4908  
ATTN: Ms. Rechelle Pearlman

## EXPLOREERS Program Application and Contract

Thank you for your participation in our education programs on Hyde Street Pier.  
**PLEASE READ THE FOLLOWING CAREFULLY.**

1. Thoroughly review the terms, conditions, and cancellation procedures indicated on the back of this form.
2. Please sign immediately and return one copy to: Maritime Park Association, P.O. Box 470310, San Francisco, CA 94147-0310. A \$100.00 non-refundable deposit or purchase order **MUST** be included. Your \$100.00 deposit is applicable to the total fee, which is due and payable on the date of the field trip in the form of **ONE CHECK** only.
3. **YOUR RESERVATION IS NOT CONFIRMED UNTIL THIS SIGNED CONTRACT IS RETURNED WITH DEPOSIT. YOUR DATE MAY BE REASSIGNED IF CONTRACT IS NOT RECEIVED BY THE DUE DATE OF 5/20/2007.**
4. Please be sure we have your correct school and home telephone numbers for rescheduling and emergency purposes.
5. **90-DAY CANCELLATION CLAUSE: THE MARITIME PARK ASSOCIATION MUST RECEIVE WRITTEN NOTICE OF CANCELLATION OF YOUR PROGRAM NO LATER THAN 8/16/2007. WITHOUT ABOVE NOTICE OF CANCELLATION IN WRITING POSTMARKED ON OR BEFORE 8/16/2007, YOUR SCHOOL WILL BE CHARGED THE FULL COST OF THE SCHEDULED PROGRAM. A NOTICE BY FAX IS NOT ACCEPTABLE NOTIFICATION.**
6. PROGRAM NAME: Explorers AM

**PARTICIPANT REQUIREMENTS:** Non-negotiable 27 student, 5 paid-adult minimum and 10 TOTAL ADULT MAXIMUM (this adult maximum INCLUDES THE TEACHER AND THE HISTORIAN); 36 student maximum. Coast Guard regulations require a 43 person maximum for your entire group; teacher and historian are free after minimums are met.

**DAY, DATE AND TIME:** Friday, 11/16/2007 8:30 A.M. or 12:30 P.M.

**RESPONSIBLE PARTY:** Ms. Rechelle Pearlman (Wanda Hirsch Elementary)

**CONTACT PHONE:** (209) 831-5110 (School)

**EVENING PHONE:** (209) 832-5454

**Email:** rpearlman@tUSD.net

**PLEASE COMPLETE THIS LINE - Grade 4th Grade # of Students 22/9 # of Adults**

**Cost:** \$38.00 per student; \$22.00 per paid adult\*

\*The Teacher and one adult photographer/Historian are free of charge.

**THE DEPOSIT AMOUNT IS \$100.00 AND IS DUE ON OR BEFORE 5/20/2007.  
MAKE DEPOSIT CHECK PAYABLE TO/MAIL TO: MARITIME PARK ASSOCIATION,  
PO BOX 470310, SAN FRANCISCO, CA 94147-0310**

**Please see back for Terms and Conditions  
And Contractual Obligations**

\* I have a rolled deposit.

## Terms and Conditions

1. Each school group shall provide a certificated employee to participate in the education programs of the Maritime Park Association with each group.
2. The school district or organization shall be responsible for the supervision and care of its pupils from the time of departure to the time of arrival and back to home or school. The school district or organization is responsible for the actions of its pupils and employees while participating in a Maritime Park Association education program.
3. The school district or organization agrees to indemnify and hold harmless and to defend at its own cost the Maritime Park Association, its officers, agents and employees from any and all liability or claims of liability arising out of the actions of the school district's or organization's employees, officers, agents and pupils. No group will be allowed to participate in the programs of the Maritime Park Association without this signed form.

4. Notice of cancellation **MUST** be **RECEIVED IN WRITING** by the Maritime Park Association's office at least 90 days prior to the scheduled program date. **WITHOUT A 90-DAY NOTICE OF CANCELLATION IN WRITING, YOUR SCHOOL/GROUP WILL BE CHARGED THE FULL COST OF THE SCHEDULED PROGRAM(S).**

5. Cancellation of a program due to inclement weather conditions shall be made mutually between the school and the Maritime Park Association Program Manager. Unilateral cancellation of any program by a school or group may be considered a "NO SHOW" and billed accordingly.

6. Full payment of the fee for the program **MUST** be received on the day of the program. If a purchase order is being used for payment, the Maritime Park Association's office must receive it with adequate time for billing so that the check will arrive prior to the day of the program.

BILLING IS BASED ON THE INFORMATION ON THIS FORM. Changes may be made to the number of students within the minimum and maximum required up to 48 hours prior to arrival, with the minimum being 27 students and 6 adults. After that time, the school group or organization will be charged despite any decrease in the number of students who actually arrive. Any increase to the number confirmed will be charged additionally.

SIGNATORY AGREES TO TERMS AND CONDITIONS. PLEASE BE ADVISED THAT POLICIES REGARDING CANCELLATION (ITEM # 4) AND CHARGES (ITEMS # 6 AND # 7) ARE STRICTLY ENFORCED.

Signature of Teacher Rechelle Pearlman

**REQUIRED:** Signature of Principal or Other Authorized Administrator Jon Jini

Title of Administrator Principal

YOUR BILLING ADDRESS (IF DIFFERENT FROM ABOVE ADDRESS) \_\_\_\_\_

## Maritime Park Association Student Aid Fund

Thank you for your interest in attending one of the Maritime Park Association's Education Programs. If you believe that some children in your class may not be able to attend the field trip due to financial restrictions, the Education Programs' Student Aid Fund may be able to help.

To apply for Student Aid, please complete the enclosed form. **Priority will be given to applications submitted at least 60 days in advance of the program.** Also, our fund is extremely limited; therefore we strongly encourage you to pursue alternative funding sources. Our hope is that no student ever be denied the opportunity to join his or her classmates for their unique experience with Maritime Programs. You will be notified by telephone and/or mail of the results.

The Education Programs' Student Aid Fund was established to make possible the visit of children whose families could not otherwise afford to send them. **It is designed only to cover the cost of children participating in the program.** If properly used, Student Aid will guarantee that all members of a class may participate in our environmental living programs regardless of parental contributions.

The Student Aid Fund was created to ensure that no student is denied access to Maritime Park Association Programs for lack of ability to pay the tuition involved.

Please note that to be eligible to receive student Aid, you must be a public school or a private school that is Title I qualified, and you must be seeking a portion of the program fees from the parents of participating students.

- ♦ Priority is given to schools from economically depressed areas.
- ♦ No more than one Student Aid grant per year may be given to a single class.
- ♦ Student Aid applications must be received at least 60 days prior to the date the program is scheduled.
- ♦ **A copy of your letter to parents requesting financial support must accompany your application.**
- ♦ **Student Aid may not be applied to transportation.**





# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. James Franco, Superintendent  
**FROM:** Dr. Sheila Harrison, Assistant Superintendent of Educational Services  
**DATE:** August 14, 2007  
**SUBJECT:** Approve Special Services Contract for Guest Speakers Bruce Murakami and Justin Cabezas to Provide a "Get Real: Teen Choice" Assembly at West and Tracy High Schools on September 18, 2007

**BACKGROUND:** West High has established a new Associated Student Body Club named "Get Real: Teen Choices." This club was developed and approved after the tragic accident that killed one WHS student and injured 3 others in front of the school. The mission of the club is to promote good choices, motivate students to solve problems with a positive attitude, and through various activities, provide educational awareness for all students. Their motto is "Personal Choices, Positive Futures."

**RATIONALE:** The WHS "Get Real: Teen Choices" club is focusing on the topic Get Real Behind the Wheel. With the passionate determination to help other students, Ken Ucci and Steve Clifton have contacted and invited Bruce Murakami, who lost his wife and daughter in a high speed accident, and Justin Cabezas, the young man that was responsible for the deaths, to visit and speak in Tracy, CA. Part of the visit includes a school wide assembly on Tuesday, September 18th. Justin will share his personal story. Bruce will speak about the latest safe teen driving techniques. This assembly is for all students, because even the student riding with another who has their driver's license has choices to make. We wanted to include Tracy High students in this experience so the speakers will hold an assembly at Tracy High for one period in the morning on Sept. 18<sup>th</sup>. This will be offered to juniors and seniors at Tracy High. Tracy High is not responsible for any part of the payment for this event. Note: The last Hallmark program aired on television a few months ago was about Bruce Murakami's story. Also, Bruce Murakami has appeared on Oprah and speaks to schools around the nation. Their website is [www.safeteedriver.org](http://www.safeteedriver.org). This supports Strategic Goal #2, Quality Learning Environment, providing students with real-world learning opportunities.

**FUNDING:** The Get Real Teen Choice Club will pay \$1400 from their account for traveling expenses. There is no charge for the assembly.

**RECOMMENDATION:** Approve Special Services Contract for Guest Speakers Bruce Murakami and Justin Cabezas to Provide a "Get Real: Teen Choice" Assembly at West High School on September 18, 2007.

**Prepared by:** Herman Calad, Principal, West High 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 West High School Get Real Teen Choices Club 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: Payment of \$1400 for guest speakers Bruce Murakami & Justin Cabezas traveling expenses only.
2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 1 Day ( ) HOURS/DAY(s) (circle one), under the terms of this agreement at the following location WHS Double Assembly 1775 W Lowell Ave Tracy CA 95376  
THS Morning Assembly 315 E 11th St, Tracy, CA 95376
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
  - a. District shall pay \$ 0 per ~~HOUR/DAY~~ FLAT RATE (circle one), not to exceed a total of \$     . 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 \$ 1400 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 Sept. 18, 2007, 2007 and shall terminate on Sept. 18, 2007.
5. This agreement may be terminated at any time during the term by either party upon 24 hrs. day's written notice.
6. Contractor shall contact the District's designee, Kristen Thornton at (209) 830-7730 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.
7. The parties intend that an independent contractor relationship be created by this contract and District assumes no responsibility for workers' compensation liability. District likewise assumes no responsibility for liability for loss, damage, or injury to person(s) or property resulting from, or caused by, the contractor's activities during or relating to the performance of service under this Agreement.

Contractor agrees to hold harmless and to indemnify District for:

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

8. This Agreement is for the personal services of the Contractor and Contractor may not assign the performance of the services to any person or persons who are not parties to this Agreement except for employees of Contractor.
9. Contractor certifies that his or her current employer, if any, is fully cognizant of this Agreement and that payments hereunder are not in conflict with any federal, state, or local statutes, rules or regulations or with any policies of Contractor's current employer.
10. District shall become the owner or, and entitled to, exclusive possession of all records, documents, graphs, photographic or other reproductions of any kind produced in the scope of services performed and no other uses thereof will be permitted except by permission of the District. Proprietary materials will be exempted from this clause.

**AGREED:**

\_\_\_\_\_  
Consultant Signature (1)

\_\_\_\_\_  
Social Security Number (2)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Address

Kristi Thornto  
Tracy Unified School District

August 31, 2007  
Date

WHS Activities Director  
Title

West High School ASB  
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.

## **Attention: Parents with Teenage Drivers!!**

*Every hour of every day a teenage  
driver is tragically killed !!*

### **Consider These Facts:**

- Car crashes are the leading cause of deaths for American teens – more than drugs, guns or cancer.
- Approximately 500,000 teenage drivers are injured or killed in auto accidents in the U.S. each year. (2005 Data).
- 1 in 7 teen drivers will have an auto accident during their first year of driving.
- For every 20 teenagers in the U.S, one will die or be seriously injured in an automobile accident this year.
- **SPEED and LACK OF JUDGEMENT** are the two most common factors involved in a teen auto crash with injuries.

(Sources: National institute of health, National institute for highway safety)



*Today, Bruce and Justin travel the country with the safe teen driver program, talking and reaching out to thousands of young drivers and teenagers. Their heartfelt message resonates with teens and gets them thinking about the consequences of their actions. It also challenges teens and drives home the importance of making good choices in the car and in life. The impact of the program is profound with young drivers moved and committed to taking responsibility for their actions.*

**WWW.SAFETEENDRIVER.ORG** (Source: Bruce Murakami – Safe Teen Driving Program)

***Mission Statement: The "Get Real Behind The Wheel" committee is committed to promoting both parent and teen driving accountability and to heighten community awareness by promoting educational training programs. At the same time implementing and utilizing current state of the art technologies designed to save lives. Our goal is to continually evaluate effective strategies regarding safe teen driving.***



# EDUCATIONAL SERVICES MEMORANDUM

---

**TO:** Dr. James Franco, Superintendent  
**FROM:** *SK* Dr. Sheila Harrison, Assistant Superintendent of Educational Services  
**DATE:** August 20, 2007  
**SUBJECT:** Approve Service Agreement for Cara Bergen From West Coast Center for Educational Excellence to Evaluate and Advise Staff at George Kelly Elementary School on the Implementation of ExCEL in Reading and Math October 2-3, 2007

**BACKGROUND:** George Kelly has successfully implemented ExCEL for our reading and math instruction. Cara Bergen, Director of West Coast Center for Educational Excellence, will provide expert advice in the areas of math and reading. Cara will be at George Kelly Elementary October 2-3, 2007 to provide guidance for the continued effective implementation of ExCEL.

**RATIONALE:** In order to continue to implement the ExCEL Program in reading and math at George Kelly, the staff needs to meet with Cara Bergen from West Coast Center for Educational Excellence to evaluate the current status and make recommendations for improvement. This will meet Strategic Goal #1 – Provide a meaningful and relevant curriculum that includes systemic assessment, accountability and enables students to meet high standards.

**FUNDING:** The cost for expenses is not to exceed \$5,000 and will be funded by Site Block Grant.

**RECOMMENDATION:** Approve Service Agreement for Cara Bergen From West Coast Center for Educational Excellence to Evaluate and Advise Staff at George Kelly Elementary School on the Implementation of ExCEL in Reading and Math October 2-3, 2007.

**Prepared by:** Denise L. Laven, Ed.D., Principal, George Kelly 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 Cara Bergen, 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 advice in the continuing implementation of ExCEL for reading and math
2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 2 ( two ) **HOURS/DAY(s)** (circle one), under the terms of this agreement at the following location George Kelly School, 535 Mabel Josephine Drive, Tracy, CA 95377
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
  - a. District shall pay \$        per **HOUR/DAY/FLAT RATE** (circle one), not to exceed a total of \$       . 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 \$ 5,000.00 for the term of this agreement.
  - c. District shall make payment on a [ ☐ ] **MONTHLY PROGRESS BASIS**, [ ☒ ] **SINGLE PAYMENT UPON COMPLETION OF THE DUTIES** and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.
4. The terms of the agreement shall commence on October 2, 2007, and shall terminate on October 3, 2007.
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, Denise L. Laven at (209) 831-5000 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.
- The parties intend that an independent contractor relationship be created by this contract and District assumes no responsibility for workers' compensation liability. District likewise assumes no responsibility for liability for loss, damage, or injury to person(s) or property resulting from, or caused by, the contractor's activities during or relating to the performance of service under this Agreement.

Contractor agrees to hold harmless and to indemnify District for:

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

8. This Agreement is for the personal services of the Contractor and Contractor may not assign the performance of the services to any person or persons who are not parties to this Agreement except for employees of Contractor.
9. Contractor certifies that his or her current employer, if any, is fully cognizant of this Agreement and that payments hereunder are not in conflict with any federal, state, or local statutes, rules or regulations or with any policies of Contractor's current employer.
10. District shall become the owner or, and entitled to, exclusive possession of all records, documents, graphs, photographic or other reproductions of any kind produced in the scope of services performed and no other uses thereof will be permitted except by permission of the District. Proprietary materials will be exempted from this clause.

**AGREED:**

\_\_\_\_\_  
Consultant Signature (1)

\_\_\_\_\_  
Social Security Number (2)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Address

**Denise L. Laven**

\_\_\_\_\_  
Tracy Unified School District  
August 20, 2007

\_\_\_\_\_  
Date  
Principal

\_\_\_\_\_  
Title  
Block Grant

\_\_\_\_\_  
Account Number to be Charged  
01 7395 0 1110 1000 5800 260 4804

\_\_\_\_\_  
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.

**WEST COAST CENTER FOR EDUCATIONAL EXCELLENCE**  
**5050 BARRANCA PARKWAY**  
**IRVINE, CA., 92604**

**AGREEMENT FOR SERVICES**

This Agreement is made this 14th day of August, 2007, between West Coast Center for Educational Excellence, hereafter known as WCCEE, and the Tracy Joint Unified School District hereafter known as District

a) **Agreement for Services.** The District operates a public school district, and agrees to engage WCCEE to provide the following training or other described services:

Date(s) of Service: Oct, 2-3, 2007.

Location of Services: George Kelly Elementary School

Description of Services: Two day review and staff development training of Response To Instruction, model implemented at the school site.

WCCEE agrees to perform such services under the terms and conditions set forth in this Agreement.

b) **Cancellation.** The District reserves the right in good faith to cancel the services to be provided should the District determine that the services are no longer needed or are not economically justified. In that event, the District shall notify WCCEE by facsimile at the earliest opportunity. In such an event, the District shall not be obligated to pay WCCEE any compensation or any sum for any purpose.

c) **Compensation.** As compensation for services performed under this Agreement, the District agrees to pay WCCEE the amount of \$ 5,000.00 per school site for a total sum of \$ 5,000.00 payable as follows: Within 30 days of Invoice date.

In addition, District agrees to reimburse WCCEE for actual travel and accommodation expenses, if any, for WCCEE trainers. Said expenses shall be invoiced to District by WCCEE within ten (10) days following the training dates set forth above. District agrees to pay said costs and expenses no later than thirty (30) days from the invoice date.



d) WCCEE shall be responsible for performing the services pursuant to this Agreement and shall be liable for its own negligence and the negligent acts of its employees. The District shall have no right of control over the manner in which the work is to be done and shall therefore not be charged with the responsibility of preventing risk to WCCEE or its employees.

e) WCCEE shall maintain all necessary and required insurance coverage, including but not limited to workers compensation, as required by law.

f) This Agreement has been negotiated and executed in the State of California and shall be governed by and construed under the laws of the State of California.

For WCCEE

By Cara Bergen

Date Aug. 14, 2007

For the District

By Mark S. Z

Date: August 20, 2007



# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. James Franco, Superintendent  
**FROM:** Dr. Sheila Harrison, Assistant Superintendent of Educational Services  
**DATE:** August 15, 2007  
**SUBJECT:** Approve Service Agreement for Tracy Mental Health Center Services at North School for the 2007-2008 School Year

**BACKGROUND:** At the August 28, 2007 Board Meeting an agenda item and contract for Tracy Mental Health Services was approved for \$7,500. This agenda item replaces the previous contract. From information collected through North School grade K-4 teachers, we have found students with mild to moderate school adjustment concerns. These students will benefit from additional services provide through limited direct one-to-one services. We plan to buy "service hours" that provide one-to-one service, as well as the screening of students, evaluation of program and program coordination.

**RATIONALE:** North School is a Title 1 school with 70% of students from a Latino background. Many are second language learners and they as well as their families must adapt to a new culture. In addition, over 54% of our students receive free or reduced food services indicating a lack of economic resources. We have a high number of multiple families living together, grandparents raising grandchildren and single parent families. These factors directly influence student behavior as well as academic cusses. This agenda item supports Strategic Goal #4 Developing the Whole Student and Strategic Goal #5 Partnerships.

**FUNDING:** 380 hours at \$31.50 per hour not to exceed \$11,970. Paid from School Site Categorical Funds – Title 1.

**RECOMMENDATION:** Approve Service Agreement for Tracy Mental Health Center Services at North School for the 2007-2008 School Year.

**Prepared by:** Frederick A. Medina, North School Principal.

**TRACY UNIFIED SCHOOL DISTRICT**  
1875 W. Lowell Ave., Tracy, California, 95376

**AGREEMENT FOR SPECIAL CONTRACT SERVICES**

This agreement, by and between the Tracy Unified School District, hereinafter referred to as "District", and Tracy Mental Health 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: The Primary Intervention Program (IP) for systematically screened and selected students in grades k-3 with mild to moderate school adjustment problems. Child aide provides time limited direct one-to-one services for students in a specially equipped activity room. Services also include hiring, retention, supervision and training of the child aide and consultation for families of students who have been identified to have needs for services beyond scope of program. Service provides for screening of students, evaluation of program and program coordination.
2. Contractor will provide the above service(s) as outlined in Paragraph 1, for a period of up to a total of 380 (HOURS)/DAY(s) (circle one), under the terms of this agreement at the following location:  
North 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 \$ 31.50 per (HOUR)/DAY/FLAT RATE (circle one), not to exceed a total of \$11,970. 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. 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 the 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 the 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 term of the agreement shall commence on JUL 5, 2007 and shall terminate on JUNE 1, 2008.
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, Fred Medina at (209) 831-5275 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 of loss,


damage or injury to person(s) or property resulting from, or caused by, contractor's services 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, 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 in any such action, suit of legal proceedings or the result thereof. Nothing herein provide shall be construed to require Contract 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 the Contractor.
9. Contractor certifies that his or her current employee, if any, is fully cognizant of this Agreement and that payments hereunder are not in conflict with any federal, state or local statues, 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

\_\_\_\_\_  
Social Security Number (2)

\_\_\_\_\_  
Date

5/17/07  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Executive Director  
Title

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

\_\_\_\_\_  
Tracy Mental Health Center  
Address

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

\_\_\_\_\_  
35 East 10<sup>th</sup> Street, Suite J-1

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

\_\_\_\_\_  
Tracy, Ca. 95376

\_\_\_\_\_  
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. James Franco~~ Dr. Sheila Harrison, Assistant Superintendent of Educational Services  
**DATE:** August 20, 2007  
**SUBJECT:** Approve Service Agreement for the Culham Writing Company to Provide 6 Trait Writing Training: Introduction 6-8 on January 29 – 30, 2008 to George Kelly Elementary School's 6-8 Core Teachers

**BACKGROUND:** On January 29, 2008 and January 30, 2008 George Kelly Elementary 6-8 grade teachers will receive training in 6 Trait Writing Training: Introduction 6-8. This program will enable the teachers to further expand the writing program in the District adopted Holt curriculum.

**RATIONALE:** The teachers at George Kelly Elementary School will require training to effectively implement the 6 Traits Writing Program. The Culham Writing Company offers training to enable teachers to more appropriately implement the program. This will support Strategic Goal #1 –To provide a meaningful and relevant curriculum that includes systemic assessment, accountability and enables students to meet high standards.

**FUNDING:** Funding will come from one time Block Grant monies in the amount of \$5650.00.

**RECOMMENDATION:** Approve Service Agreement for the Culham Writing Company to Provide 6 Trait Writing Training: Introduction 6-8 on January 29 – 30, 2008 to George Kelly Elementary School's 6-8 Core Teachers.

**Prepared by:** Denise L. Laven, Ed.D. Principal, George Kelly 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 Culham Writing Company, 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: 6 Trait Writing Training: Introduction 6-8
2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 2 ( two ) **HOURS/DAY(s)** (circle one), under the terms of this agreement at the following location George Kelly School, 535 Mabel Josephine Drive, Tracy, CA 95377
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
  - a. District shall pay \$5650.00 per HOUR/DAY/FLAT RATE (circle one), not to exceed a total of \$\_\_\_\_\_. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
  - b. District [ ☐ ] **SHALL**; [ ☒ ] **SHALL NOT** reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the district rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$\_\_\_\_\_ for the term of this agreement.
  - c. District shall make payment on a [ ☐ ] **MONTHLY PROGRESS BASIS**, [ ☒ ] **SINGLE PAYMENT UPON COMPLETION OF THE DUTIES** and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.
4. The terms of the agreement shall commence on January 29, 2008, and shall terminate on January 30, 2008.
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, Denise L. Laven at (209) 831-5000 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.

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

Contractor agrees to hold harmless and to indemnify District for:

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

8. This Agreement is for the personal services of the Contractor and Contractor may not assign the performance of the services to any person or persons who are not parties to this Agreement except for employees of Contractor.
9. Contractor certifies that his or her current employer, if any, is fully cognizant of this Agreement and that payments hereunder are not in conflict with any federal, state, or local statutes, rules or regulations or with any policies of Contractor's current employer.
10. District shall become the owner or, and entitled to, exclusive possession of all records, documents, graphs, photographic or other reproductions of any kind produced in the scope of services performed and no other uses thereof will be permitted except by permission of the District. Proprietary materials will be exempted from this clause.

**AGREED:**

\_\_\_\_\_  
Consultant Signature (1)

\_\_\_\_\_  
Social Security Number (2)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Address

**Denise L. Laven**

\_\_\_\_\_  
Tracy Unified School District  
August 20, 2008

\_\_\_\_\_  
Date  
Principal

\_\_\_\_\_  
Title  
Block Grant

\_\_\_\_\_  
Account Number to be Charged  
01 7395 0 1110 1000 5800 260 4804

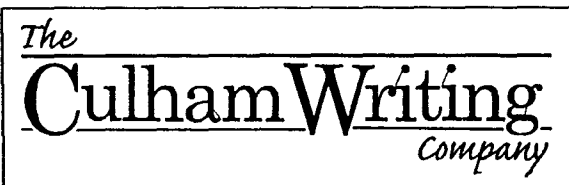
\_\_\_\_\_  
Department/Site Approval

\_\_\_\_\_  
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.



14247 SW Barrows Rd  
Beaverton OR 97007  
503.372.0600 (tel.)  
503.372.9848 (fax)

## **AGREEMENT FOR PROFESSIONAL/CONSULTANT SERVICES**

This agreement made and entered into this 2nd day of August, 2007, between George Kelly Elementary School, hereinafter referred to as "District" and Janice Wright, hereinafter referred to as Janice Wright. For consideration of mutual promises and agreements herein contained, IT IS AGREED by and between the parties hereto as follows:

District hereby hires Janice Wright as a consultant for The Culham Writing Company to provide 2 day(s) of professional development for District, content 6 Trait Writing Training: Introduction 6-8 on January 29-30, 2008, in accordance with the plans developed with Denise Lavin, from the District.

Said scope of work may be amended with the approval of both the District and Janice Wright.

In exchange District agrees to compensate The Culham Writing Company the following fee: \$5,650. Half of the fee for service and expenses, \$2825.00 is due upon signing this agreement. The other half of the payment for services is due upon completion of the work \$2825.00 on January 30, 2008. The District will provide copies of the **6 + 1 Traits of Writing: The Complete Guide (Grades 3 and Up) (Scholastic, 2003)** and/or **6+1 Traits of Writing: The Complete Guide for the Primary Grades (Scholastic, 2005)**. This agreement may be canceled by the District or Janice Wright upon giving 30 days notice prior to beginning work date. In the event District cancels 14 days or less before the scheduled work, District agrees to pay for all non-refundable expenses related to canceled event incurred by Janice Wright.

The parties hereto have executed this agreement the day, month, and year written above.

A handwritten signature in black ink, appearing to read "Denise L. Laven".

Denise L. Laven, Principal  
George Kelly Elementary School  
535 Mabel Josephine Drive  
Tracy, CA 95377

A handwritten signature in black ink, appearing to read "Ruth Culham".

Dr. Ruth Culham, President, The Culham Writing Company, LLC (EIN# 54-2084420)  
ruth@culhamwriting.com

Please sign both copies, keep one for your records, return one to Ruth Culham at the above address.





# HUMAN RESOURCES MEMORANDUM

**TO:** Dr. James C. Franco, Superintendent  
**FROM:** James Mousalimas, Assistant Superintendent of Human Resources *JM*  
**DATE:** September 4, 2007  
**SUBJECT:** Approve Classified, Certificated, and/or Management Employment

## BACKGROUND:

Franklin, David

Karim, Shameram

Villanueva, Gabino

## CERTIFICATED

1<sup>st</sup> Grade (Replacement)  
Poet-Christian School  
Class VI, Step 1 \$48,727  
Funding: General Fund

1<sup>st</sup> Grade (Replacement)  
Kelly School  
Class III, Step 1 \$42,004  
Funding: General Fund

RSP (Replacement)  
McKinley Elementary School  
Class I, Step 1 \$42,004  
Funding: Special Education

**BACKGROUND:**

Alexander, Sharon

Atienza, Adrianna

Fuentes, Melinda

Gonzales, Felipe

Rockey, Barbara

Tarnowski, Deborah

**BACKGROUND:**

Britt, Keith

Shrout, Matt

**CLASSIFIED**

Special Ed Para Educator I (New)  
Villalovoz Elementary School  
6.5 hours per day  
Range 24, Step E - \$14.45 per hour  
Funding: Special Education

I.E.P. Para Educator I (New)  
Art Freiler School (Blue Track)  
4 hours per day  
Range 24, Step A - \$12.00 per hour  
Funding: Special Education-IDEA Grant

I.E.P. Para Educator I (Replacement)  
Tracy High School  
5 hours per day  
Range 24, Step A - \$12.00 per hour  
Funding: Special Education

Custodian I (Replacement)  
George Kelly School  
8 hours per day  
Range 31, Step E - \$17.01 per hour + ND  
Funding: General Fund

Para Educator I (Replacement)  
Stein High School  
5 hours per day  
Range 24, Step A - \$12.00 per hour  
Funding: General Fund

Para Educator I (New)  
Central Elementary School  
3.75 hours per day  
Range 24, Step E - \$14.45 per hour  
Funding: English Language Program-30%;  
IASA Title I Grant-70%

**COACHES**

Boy's Water Polo Coach (Replacement)  
Tracy High School  
Stipend: \$4,668.00

Assistant Freshman Football Coach (Replacement)  
Tracy High School  
Stipend: \$3,735.91

Speer, Mike

Assistant Varsity Football Coach (Replacement)  
Tracy High School  
Stipend: \$4,048.00

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

**Prepared by:** James Mousalimas, Assist. Supt. of Human Resources



TRACY  
UNIFIED SCHOOL DISTRICT

# HUMAN RESOURCES MEMORANDUM

**TO:** Dr. James C. Franco, Superintendent  
**FROM:** James Mousalimas, Assistant Superintendent of Human Resources  
**DATE:** September 4, 2007  
**SUBJECT:** Accept Resignations/Retirements/Leaves of Absence for Classified, Certificated, and/or Management Employment

## BACKGROUND:

## CERTIFICATED RESIGNATION

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
Kagehiro, Jeanmarie 1 <sup>st</sup> Grade	Kelly	09/07/2007	Accepted Another Position
Quindimil, Mary 4 <sup>th</sup> Grade	McKinley	09/07/2007	Personal

## BACKGROUND:

## MANAGEMENT RESIGNATION

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
Calvin, Teri Counselor	Tracy High	08/21/2007	Personal
Stephens, Laura School Nurse	DEC/Special Ed	09/01/2007	None Given

**BACKGROUND****CLASSIFIED RESIGNATIONS**

<b><u>NAME/TITLE</u></b>	<b><u>SITE</u></b>	<b><u>EFFECTIVE DATE</u></b>	<b><u>REASON</u></b>
Alexander, Sharon Special Ed Para Educator I	George Kelly	08/24/2007	Accepted another Para Educator position at Villa
Gibson, Margo Para Educator I	North School	09/04/2007	Relocating
Karst, Krystin Para Educator I	Louis Bohn	09/04/2007	Beginning Student Teaching
Spencer, Deborah School Supervision Assist.	Jacobson	08/24/2007	None Given
Tarnowski, Deborah Kindergarten Para Ed I	Central	08/24/2007	Accepted another Para Educator position at Central

**BACKGROUND****CLASSIFIED RETIREMENTS**

<b><u>NAME</u></b>	<b><u>SITE</u></b>	<b><u>EFFECTIVE DATE</u></b>
Diaz, Cynthia Bus Driver	Transportation	09/07/2007

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

**Prepared by:** James Mousalimas, Assist. Supt. of Human Resources



# BUSINESS SERVICES MEMORANDUM

**TO:** Dr. James Franco, Superintendent  
**FROM:** Dr. Casey Goodall, Assistant Superintendent for Business  
**DATE:** August 30, 2007  
**SUBJECT:** **Approve the Acquisition of Property Located 24606 S. Lammers Road Necessary for the Construction of Kimball High School and Authorize the Associate Superintendent to Execute the Necessary Settlement Documents.**

**BACKGROUND:** Over the past several years the District has been planning for a new school along Lammers Road south of 11<sup>th</sup> Street. TUSD does not currently own the property for Kimball High School and made an offer to the existing landowners based on the market value obtained from an appraisal that was conducted within the past six months. A letter was sent to property owners on March 30, 2007 notifying them of the District's intent to purchase the property. Owners had until May 11, 2007 at 4:30 pm to accept our offer and proceed with the acquisition. At that time, the owners did not accept the District's offer.

On May 3, 2007 another letter was sent notifying the property owners that the Board will be presented with a Resolution of Necessity at the May 22, 2007 Board meeting. If adopted, the Resolution will allow the Board to move forward with eminent domain proceedings. The District filed the legal documents with the San Joaquin Superior Court to begin court proceedings and obtain possession of the property. Even though the District filed the eminent domain action, negotiations with the owner have continued. The owners have proposed an out of court settlement in the amount of approximately \$450,000. The District will also incur limited escrow and closing costs as required by statute.

**RATIONALE:** While the litigation documents have been served by the court on the landowners, they have proposed an out of court settlement in the amount of \$450,000 plus appropriate escrow and closing costs. The appraisal value of the property is \$400,000. The landowners request is based on a \$425,000 for the property, \$12,500 for pre-payment interest penalties and \$12,500 for their real estate agent's commission. The settlement as proposed would therefore avoid the cost and uncertainty of future litigation and insure that the District acquire the property on a timely basis.

Based on the advice of our attorney, this amount is fair and reasonable as the cost to pursue a lower amount in court would entail court and legal fees and the timing of the court date may not coincide with our need to begin construction.

**FUNDING:** This project will be funded with Developer Fee Funds and State School Building Fund grants.

**RECOMMENDATION:** **Approve the Acquisition of Property Located 24606 S. Lammers Road Necessary for the Construction of Kimball High School and Authorize the Associate Superintendent to Execute the Necessary Settlement Documents.**

Prepared by: Denise Wakefield, Director of Facilities<sup>73</sup>



# BUSINESS SERVICES MEMORANDUM

**TO:** Dr. James C. Franco, Superintendent  
**FROM:** Dr. Casey Goodall, Associate Superintendent for Business Services  
**DATE:** August 29, 2007  
**SUBJECT:** **Authorize the Director of Transportation to Bid and Award the Purchase of Three (3) New Busses to Accommodate Growth in the Mountain House Area and the Increase in Curb-To-Curb Ridership to Tracy High School and Authorize Hiring Five (5) Four-Hour (.50 FTE) Bus Driver/ Custodian/ Grounds Persons to Drive the Related Routes and Accommodate Student Displacement**

**BACKGROUND:** While Tracy Unified School District is experiencing declining enrollment overall, growth in bus ridership has continued to grow in specific areas and programs of the district.

Enrollment from the Mountain House area has increased from 78 last year, to 115 in 2007-08. The number of riders is increasing daily. One new bus was added at the beginning of the school year to accommodate an anticipated increased ridership from that area, however ridership has increased from 115 to 137. At the same time, busses which have traditionally been designed to hold 84 students without lap/shoulder belts, are now designed with only 62 lap/shoulder belts. New busses do not have as much capacity as older busses. The purchase of one additional bus and one four-hour driver will allow the capacity to comfortably transport the Mountain House students. Another consideration that impacts bus ridership numbers at the high school level is that the students are generally larger than the 16 inch seat designed into the bus capacity. While the bus is rated for 84 passengers, the bus can not comfortably seat that many students.

The district also experienced a dramatic increase in the curb-to-curb ridership to Tracy High School, from 13 students last year, to 21 riders in 2007-08. In addition to the increased numbers, the students tend to live further from the core of the city, leading to longer routes. The purchase of one additional bus and one four-hour driver will allow the capacity to transport the additional curb-to-curb students.

In addition, student displacement is occurring at a number of sites. High School ridership is increasing in all bus areas. Hiring three additional four-hour drivers will allow enough staffing to transport these students.

Because these positions are being requested for twelve months, they will supplement the grounds and custodial crews during the summer months. Four-hour positions are being sought to limit costs. If qualified applicants are not available, an alternate plan will be developed and presented to the Board.

**RATIONALE:** Current District policies governing walking distances, IEP's, and class sizes require these students to be transported. Additional staff is necessary to transport students on these new routes.

**FUNDING:** The total cost of three busses is \$330,000. \$260,000 will be paid from Mountain House Developer Fees. \$70,000 will be paid from the undesignated ending balance of the unrestricted general fund.

\$30,000 per year will be required to operate the additional busses. The cost of five four-hour drivers will be \$133,345 per year. These ongoing costs will be increased costs to the unrestricted general fund.

**RECOMMENDATION:** Authorize the Director of Transportation to Bid and Award the Purchase of Three (3) New Busses to Accommodate Growth in the Mountain House Area and the Increase in Curb-To-Curb Ridership to Tracy High School and Authorize Hiring Five (5) Four-Hour (.50 FTE) Bus Driver/ Custodian/ Grounds Persons to Drive the Related Routes and Accommodate Student Displacement

**Prepared by:** John Heerema, Director of Transportation, and 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:** August 29, 2007  
**SUBJECT:** **Authorize the Associate Superintendent of Business Services to Enter into an Agreement with Bagley Enterprises to Perform an EVR Phase II Upgrade (Enhanced Vapor Recovery) to the Unleaded Fuel Tank**

**BACKGROUND:** On August 24, 2007, TUSD received notice from the California Environmental Protection Agency, that by April 1, 2009 all gasoline dispensing systems must be upgraded to remain compliant with changing regulations known as Phase II Enhanced Vapor Recovery (EVR) requirements. This change applies to over 13,000 gasoline dispensing systems in California.

TUSD owns and operates two underground fuel storage tanks, one for diesel, and one for unleaded gasoline. The new vapor recovery requirements apply only to the unleaded system.

**RATIONALE:** The EPA reports that only one EVR Phase II system, the Franklin Fueling/Healy system, is currently certified for use. Installation must be conducted by a contractor certified by the California Air Resources Board. Bagley Enterprises of Lodi are certified to perform this work.

**FUNDING:** The total cost of this project will not exceed \$30,000, to be funded from the undesignated unrestricted ending balance of the general fund.

**RECOMMENDATION:** Authorize the Associate Superintendent of Business Services to Enter into an Agreement with Bagley Enterprises to Perform an EVR Phase II Upgrade (Enhanced Vapor Recovery) to the Unleaded Fuel Tank

**Prepared by:** John Heerema, Director of Transportation, and Dr. Casey Goodall, Associate Superintendent for Business Services.



Number 359

February 13, 2007

This advisory pertains to gasoline dispensing facilities (GDFs) with underground storage tanks subject to Phase II vapor recovery requirements. These GDFs will need to upgrade to Enhanced Vapor Recovery (EVR) Phase II vapor recovery by **April 1, 2009**.

### **NOW IS THE TIME TO PLAN FOR EVR PHASE II UPGRADES**

Approximately 13,000 GDFs will need to obtain permits, purchase EVR Phase II equipment and arrange for installation by a certified contractor in the next two years. One EVR Phase II system is currently certified (Franklin Fueling/Healy). Franklin Fueling is prepared to meet the equipment demand; however, there is a potential shortage of certified contractors if GDF operators wait too long to install EVR systems.

Other EVR Phase II systems are under test and could be available by the end of 2007; but there is no guarantee that any system currently in the certification process will successfully complete all performance testing and legal requirements to obtain EVR certification.

### **CONTRACTOR TRAINING/CERTIFICATION REQUIREMENTS**

Contractors who install EVR systems must receive required manufacturer training and/or certification. In addition, contractors may be required to obtain air district training or ICC certification as an approved vapor recovery installer. Contractors should verify training/certification requirements with air district staff before beginning installation of EVR systems.

### **AIR POLLUTION CONTROL DISTRICTS/AIR QUALITY MANAGEMENT DISTRICTS**

Air pollution control districts have primary authority for regulating GDFs under vapor recovery rules. **GDF operators should contact the local air district for specific information on local vapor recovery requirements before modifying the facility.** Contact information for local air pollution control districts is available on the air district permit to operate and/or the California Air Pollution Control Officers Association (CAPCOA) website at <http://www.capcoa.org>.

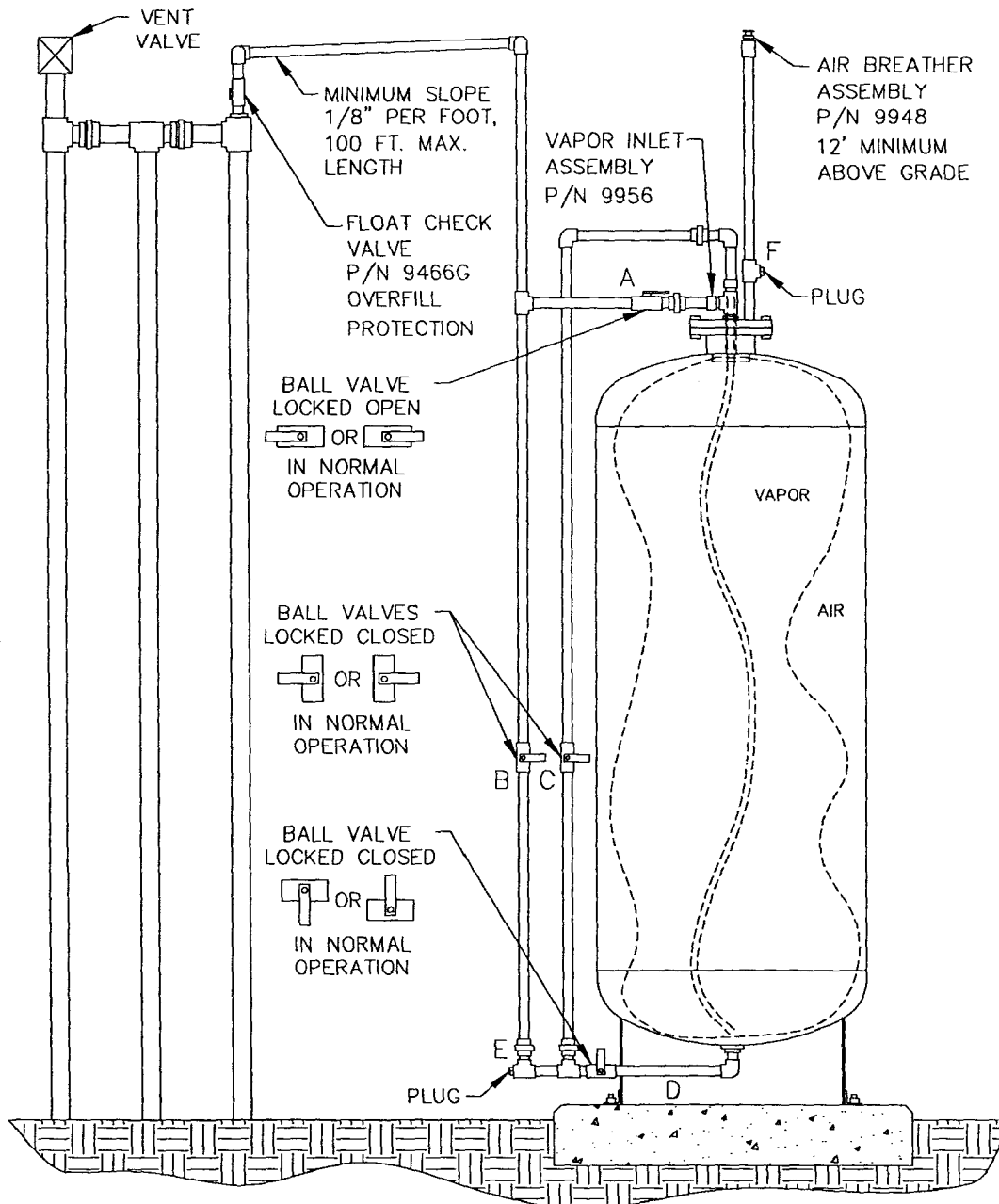
### **FOR MORE INFORMATION...**

Detailed information on the Vapor Recovery program can be found at the Air Resources Board vapor recovery web site at <http://www.arb.ca.gov/vapor/vapor.htm> or by contacting the ARB Engineering and Certification Branch at (916) 327-0900.

*The energy challenge facing California is real. Every Californian needs to take immediate action to reduce energy consumption. For a list of simple ways you can reduce demand and cut your energy costs, see our website: <http://www.arb.ca.gov>.*

**Executive Order VR-201-C  
Healy Phase II EVR System  
Not Including ISD**

**Exhibit 1  
Figure 1A-2  
Healy Model 9961 Clean Air Separator**





# BUSINESS SERVICES MEMORANDUM

**TO:** Dr. James C. Franco, Superintendent  
**FROM:** Dr. Casey Goodall, Associate Superintendent for Business Services  
**DATE:** August 30, 2007  
**SUBJECT:** *CG* Approve the Unaudited Statement of Receipts and Expenditures for the 2006-2007 Fiscal Year

**BACKGROUND:** Education Code Section 42100 requires that the governing board, on a form prescribed by the Superintendent of Public Instruction, submit an annual statement of all receipts and expenditures of the district for the preceding year and file that statement with the county superintendent of schools. This document is commonly known as the “unaudited actuals.”

**RATIONALE:** The information compiled in this report is the basis for the annual financial audit. The county superintendent of schools is required to verify the mathematical accuracy of the unaudited actual statement and transmit a copy to the Superintendent of Public Instruction.

**FUNDING:** The unaudited actuals report has no direct impact on funding, however, the information about past year revenues and expenses establishes an increased beginning balance for the 2007-08 budget.

**RECOMMENDATION:** Approve the Unaudited Statement of Receipts and Expenditures for the 2006-2007 Fiscal Year

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



**TRACY**  
UNIFIED SCHOOL DISTRICT

# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Jim Franco, Superintendent  
**FROM:** ~~Dr.~~ Sheila Harrison, Assistant Superintendent of Educational Services  
**DATE:** August 28, 2007  
**SUBJECT:** Approve Adoption of Advanced Placement English Textbook

**BACKGROUND:** The College Board establishes curriculum for all Advanced Placement courses. The current district-adopted textbook for the Advanced Placement (AP) English class at West High School has been found to be outdated, and does not adequately prepare students for the AP exam. It is critical that instructional materials align with the curriculum. Therefore, it is the recommendation of the district AP English Committee that a new textbook be considered for adoption. The Committee developed criteria for evaluating instructional materials and reviewed several programs. Community members have been made aware of the adoption process through newspaper announcements and public review of materials at West High School.

The following textbook is being recommended for adoption for the West High School Advanced Placement English program:

- *The Language of Composition; Reading, Writing, Rhetoric*, by Renee H. Shea, Lawrence Scanlon, Robin Aufses, copyright 2008 by Bedford/St. Martin's Publishing

**RATIONALE:** The textbook being recommended for adoption demonstrates the highest correlation to the following evaluation criteria:

- Alignment with College Board AP English Alignment with College Board AP English Language and Composition curriculum - including recent changes reflected in the AP English Language examination beginning with the 2007 administration
- Instructional Planning and support
- Universal Access
- Higher order thinking skills
- Integration of technology/web based learning

This agenda item meets Strategic Goal #2: Create a Quality and Effective Learning Environment for all Students by providing materials for all staff to maximize the success of diverse learners (2.1.4).


**FUNDING:** Funding for the purchase of recommended materials in the amount of \$4,500.00 will be provided by State textbook funds.

**RECOMMENDATION:** Approve Adoption of Advanced Placement English Textbook.

**PREPARED BY:** Donna Sonnenburg, Director of Instructional Media Services and Curriculum



# HUMAN RESOURCES MEMORANDUM

**TO:** James Franco, Superintendent  
**FROM:** James Mousalimas, Asst. Supt., Human Resources   
**DATE:** September 4, 2007  
**SUBJ:** Approve Hiring a Consultant from CSEA Educational Programs and Resources Department to Provide a Staff Development Training Opportunity for Classified Employees on January 30, 2008

## **BACKGROUND:**

The goal of strategic goal #7, Educational Leadership, Gateway to Tomorrow, is to develop powerful educational leaders. One of the ways to accomplish this is to provide staff development opportunities for classified employees.

## **RATIONALE:**

During the 2001-2002 school year, the District formed a committee to review professional growth opportunities for classified employees. The committee recommended that we offer staff development opportunities for classified employees that would be useful and encourage them to continue in professional growth endeavors. Since that time, the classified employees were offered staff development opportunities in the areas such as Time Management, Team Building, Safety in the Workplace, True Colors, Conflict Management, Dealing with Difficult People and Workplace Violence Prevention.

This year, the committee recommended that we have FISH! for Fun in the Workplace workshop presented to classified employees that is offered through the CSEA Educational Programs and Resources Department. Through the FISH! For Fun in the Workplace workshop, employees will learn the FISH! Philosophy for building a workplace where energy, enthusiasm, and creativity will flourish throughout the District. This workshop will be packed with practical tips, real-life examples, and hands-on exercises. Classified employees will leave the workshop with a better sense of how their attitude and the rapport they build can affect their workplace.

Employees will earn professional growth credit pursuant to Article XXXV, Professional Growth Program, of the Master Agreement between CSEA and TUSD.

This agenda item meets strategic goal #7, Educational Leadership.

**COST:**

California School Employees Association Educational Programs and Resources Department – Nominal fee of \$5.00 per participant, per workshop with a minimum cost of \$100.

**RECOMMENDATION:**

Approve Hiring a Consultant from CSEA Educational Programs and Resources Department to Provide a Staff Development Training Opportunity for Classified Employees on January 30, 2008

**PREPARED BY:**

Nancy Kettner, Director of Personnel



# HUMAN RESOURCES MEMORANDUM

---

**TO:** Dr. James Franco, Superintendent

**FROM:** James Mousalimas, Assistant Superintendent, H.R.

**DATE:** August 29, 2007

**SUBJECT:** Approve Variable Term Waiver for Tou Lor – Math 9-12

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

**RATIONALE:** In reviewing staffing for the 2007-08 school year it has been determined that TUSD has a need for a Variable term waiver in the area of Math.

This agenda item meets strategic goal #7, Educational Leadership.

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

**RECOMMENDATION:** Approve Variable Term Waiver for Tou Lor - Math, 9-12.





State of California  
COMMISSION ON TEACHER CREDENTIALING  
P.O. Box 1559  
Sacramento, CA 95812-1559

### VARIABLE TERM WAIVER REQUEST

Requests must be prepared by the employing agency, not the applicant. All materials must be clear enough to photocopy.

<b>1. EMPLOYING AGENCY</b> (include mailing address) Tracy Unified School District 1875 W. Lowell Ave. Tracy CA 95376	County/District CDS Code 39/75499	Contact Person James Mousalimas Telephone #: 209-830-3260 FAX #: 209-830-3264 E-Mail: jmousalimas@tusd.net
--	---	--

☐ NPS/NPA (list county code \_\_\_\_\_)

### 2. APPLICANT FOR THE WAIVER

Social Security Number

--	--	--	--	--	--	--	--	--	--

If fingerprint clearance is not on file at CCTC, include an application for a Certificate of Clearance.  
Review by the Division of Professional Practices, if needed, will be concluded before a waiver approval letter will be issued.

Full Legal Name \_\_\_\_\_ LOR \_\_\_\_\_ TOU \_\_\_\_\_  
Last First Middle

Former Name(s) \_\_\_\_\_ Birth Date \_\_\_\_\_

Applicant's Mailing Address \_\_\_\_\_

Credential Needed for Waiver Single Subject Math

*(Specific title and subject area of the credential that authorizes the assignment. Note that the subject must be one that is available under current regulations.)*

Assignment Math 9-12

*[Specific position and grade level (e.g. chemistry teacher, grades 11-12), not location]*

For bilingual assignment list LANGUAGE: \_\_\_\_\_

Is this for a non-Title I assignment? Yes ☐ No ☒

Is this a full time position? Yes ☒ No ☐

If not, indicate how many periods a day the individual will be teaching the waiver assignment(s) \_\_\_\_\_

Is this for a class size reduction assignment? Yes ☐ No ☒

Is this a Subsequent Waiver? (See #9 for additional information) Yes ☒ No ☐

### 3. EDUCATION CODE OR TITLE 5 SECTION TO BE WAIVED

Specific section(s) covering the assignment: 44252(b)

### 4. EFFECTIVE DATES

8 / 2 / 07 to 5 / 30 / 08

Waivers are dated effective the beginning date of service. Provide the ending date of your school term, track or year below. A justification MUST be included if the expiration date extends beyond the term, track or year.

**5. SHORTAGE AREA WAIVER REQUESTS:**

**a. IS THE POSITION IN A STATEWIDE SHORTAGE AREA?**

- ☐ Special Education including resource setting
- ☐ Clinical/Rehabilitative Services
- ☐ Teacher of English learner students
- ☒ Teacher of math or science
- ☐ Reading Specialist/Certificate (Miller-Unruh)
- ☐ Driver Education and Training
- ☐ Library Media Services
- ☐ Multiple Subject Teaching
- ☐ School Nurse
- ☐ 30-Day Substitute

**b. WHAT HAVE YOU DONE THIS YEAR TO LOCATE AND RECRUIT INDIVIDUALS TO FILL THIS POSITION?**

No copies are necessary if this is a recognized shortage area.

- ☒ Advertised in local/national newspapers
- ☐ Advertised in professional journals
- ☒ Attended job fairs in California
- ☒ Attended recruitment out of state
- ☒ Contacted California Teacher Recruitment Center
- ☒ Contacted IHE placement centers
- ☒ Distributed job announcements
- ☒ Internet
- ☐ Other \_\_\_\_\_

**c. IF THIS IS AN INITIAL WAIVER REQUEST FOR THIS INDIVIDUAL IN THIS ASSIGNMENT, WHAT MAKES THE APPLICANT THE BEST CANDIDATE?**

Include detailed information about the individual's professional preparation and expertise in the subject/area requested and attach appropriate documentation including transcripts, examination score reports, and verification of experience.

-Graduated 1/06 from Simpson University with B.A. Degree in Mathematics

-Enrolled in a Commission-approved Single Subject Math Prep Program.  
The requirements to complete by Mr. Lor are: CBEST (writing section only) and Student Teaching.

**6. NON-SHORTAGE AREA WAIVER REQUESTS:**

**a. IS THE POSITION IN A NONSTATEWIDE SHORTAGE AREA?**

- ☐ Administrative Services
- ☐ Pupil Personnel Services: Counseling, Psychology, Social Work
- ☐ All secondary teaching areas—except math and science
- ☐ Designated Subjects – except driver education and training

**b. WHAT HAVE YOU DONE THIS YEAR TO LOCATE AND RECRUIT INDIVIDUALS TO FILL THIS POSITION?**

Copies of announcements, advertisements, web site registration, etc. **must** be attached.

The employer must verify **all** of the following:

- ☐ Distributed job announcements
- ☐ Contacted IHE placement centers
- ☐ Internet (www.edjoin.org)

Optional recruitment methods:

- ☐ Advertised in local/national newspaper
- ☐ Attended job fairs in California
- ☐ Attended recruitment out of state
- ☐ Advertised in professional journals
- ☐ Other \_\_\_\_\_

**c. WHAT ARE THE SPECIFIC EMPLOYMENT CRITERIA FOR THE POSITION?**

What special skills and knowledge are needed to successfully perform in this position? These should also be described in your recruitment advertisements and announcements.

**d. PROVIDE DETAILED INFORMATION ABOUT THE RESULTS OF YOUR RECRUITMENT EFFORTS. BE SURE TO ANSWER EACH OF THE FOLLOWING QUESTIONS:**

How many individuals credentialed in the authorization of the waiver request applied for the position? \_\_\_\_\_

How many were interviewed? \_\_\_\_\_

What were the results of those interviews? (Please indicate answers in numbers)

- \_\_\_\_\_ Applicant(s) withdrew
- \_\_\_\_\_ Candidate(s) declined job offer
- \_\_\_\_\_ Candidate(s) was/were found to be unsuitable for the assignment

**e. IF THIS IS AN INITIAL WAIVER REQUEST FOR THIS INDIVIDUAL IN THIS ASSIGNMENT, WHAT MAKES THE APPLICANT THE BEST CANDIDATE?**

Include detailed information about the individual's professional preparation and expertise in the subject/area requested and attach appropriate documentation including transcripts, examination score reports, and verification of experience.

**7. REQUIREMENTS AND TARGET COMPLETION DATES FOR REACHING CREDENTIAL GOAL**

List the requirements that the applicant must complete to be eligible for the document named above as the credential goal and a target date by which he or she plans to complete those requirements

PROGRAM, COURSE, EXAMINATION, EXPERIENCE	TARGET COMPLETION DATE
CBEST - Writing Section Only	12/07

**8. LIST THE NAME AND POSITION OF THE PERSON ASSIGNED TO PROVIDE SUPPORT AND ASSISTANCE TO THE APPLICANT DURING THE TERM OF THIS WAIVER.**

By assigning this individual, the employing agency makes a commitment to support and assist the applicant, as feasible, in completing the requirement(s) listed above.

Name Perry Farrens Position Dept. Head

**9. SUBSEQUENT WAIVER REQUESTS**

- ☒ Attached is a copy of a personnel evaluation that verifies the applicant served satisfactorily in the position authorized by the previous waiver.

**10. IS THIS EMPLOYING AGENCY GEOGRAPHICALLY ISOLATED?**

Would the applicant have to travel more than 1 1/2 hours one-way to attend an institution with an approved program for the credential identified as the credential goal?

- ☐ Yes ☐ No ☒ Not applicable (program completion is not a requirement)

**11. PUBLIC NOTICE -- CHECK THE BOX THAT APPLIES**

- ☒ Public School District: Attached is a copy of the agenda item presented to the governing board of the school district in a public meeting showing the name of the applicant, the specific assignment including subject and grade level, and the fact that employment will be on the basis of a credential waiver. With the signature of the Superintendent or his or her designee in item #13 below, the person signing verifies that the board acted upon the item favorably.

By submitting this waiver request the district is certifying that reasonable efforts to recruit a fully prepared teacher for the assignment(s) were made. If a suitable fully prepared teacher is not available to the school district, the district made reasonable efforts to recruit an individual for the assignment, in the following order:

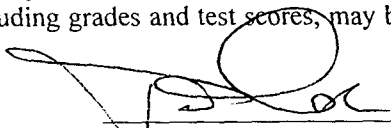
1. an individual who is scheduled to complete initial preparation requirements within six months
2. a candidate who is qualified to participate in an approved internship program in the region of the school district

- ☐ County Office of Education, State Agency, or Nonpublic, Nonsectarian School or Agency: Attached is a dated copy of the notice that was posted at least 72 hours before the position was filled showing the name of the applicant, the specific assignment including subject and grade level, and the fact that employment will be on the basis of a credential waiver. With the signature of the Superintendent or Administrator or his or her designee in item #13 below, the person signing verifies that there were no objections to this waiver request.

## 12. APPLICANT'S CERTIFICATION

I understand that in order to receive a subsequent waiver for this assignment I must pursue the completion of requirements to obtain full certification in the subject or area covered by this waiver request as specified in #7 above.

I understand that if my case is heard in a public meeting, all materials submitted to the Commission regarding my suitability, including grades and test scores, may be published in a Commission Agenda and discussed in an open meeting.

  
\_\_\_\_\_  
*Signature of Applicant*  
(Sign full legal name as listed in #2 above)

8/27/07  
\_\_\_\_\_  
*Date*

## 13. EMPLOYING AGENCY CERTIFICATION

The person for whom this waiver is requested will not be employed until he or she has been cleared by the Department of Justice under the provisions of Education Code Section 44332.6 and Section 44830.1 (AB1612). The employer acknowledges that the Commission's final approval of this individual's waiver will be determined by a fitness review covering, in part, criminal activity, including certain in-state and/or out-of-state convictions.

If this waiver request is for service to special education children, the Special Education Local Planning Area (SELPA) has been notified of our intent to request this waiver.

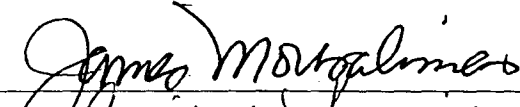
I certify under penalty of perjury that the information provided in this report is accurate and complete.

District/County Superintendent, Personnel Administrator, NPS/NPA Administrator, or Designee:

Signature

Title

Date

  
\_\_\_\_\_  
*Assistant Superintendent - HR*  
\_\_\_\_\_  
8.29.07