

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, NOVEMBER 27, 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/ 30, 32, 33, 34, 35, 43, 44, 46
 - 3.1.2 Application for Reinstatement: #AR07-08/7, 8
Action: Motion___; Second___. **Vote:** Yes ___; No___; Absent___; Abstain ___.
 - 3.2 **Human Resources:**
 - 3.2.1 Consider Leave of Absence Request for Classified Employee #UCL-108 Pursuant to Article XXIII
 - 3.2.2 Consider Public Employee/Employment/Discipline/Dismissal/Release
Action: Motion___; Second___. **Vote:** Yes ___; No___; Absent___; Abstain ___.
 - 3.2.3 Conference with Labor Negotiator
Agency Negotiator: Jamie Mousalimas,
Assistant Superintendent of Human Resources
Employee Organization: CSEA, TEA
4. **Adjourn to Open Session**
5. **Call to Order and Pledge of Allegiance**
6. **Closed Session Issues:**

6a Action on Findings of Fact # FF07-08/30, 32, 33, 34, 35, 43, 44, 46

Action: Motion___; Second___. **Vote:** Yes ___; No ___; Absent___; Abstain___.

6b Report Out of Action Taken on Application for Reinstatement: #AR07-08/7, 8

Action: Vote: Yes ___; No___; Absent___; Abstain___

6c Report Out of Action on Consider Leave of Absence Request for Classified Employee
#UCL-108 Pursuant to Article XXIII

Action: Vote: Yes ___; No___; Absent___; Abstain___

7. Approve Regular Minutes of October 23, 2007.

1-6

Action: Motion___; Second __. **Vote:** Yes ___; No ___; Absent ___; Abstain-___.

8. Student Representative Reports: Tracy High: Alaina Bassett; West High: Naficeh Dastgheyb, Stein: Pooja Kaur

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

9.1 Recognize and Congratulate 2007 District Spelling Bee Winners

9.2 Recognize Monte Vista Student Kenneth Williams for Bravery and Quick Thinking

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.

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: None.

11.2 Educational Services:

11.2.1 Receive Report on K-8 Science Program and Proposed Textbook Adoption

7-8

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 | 9-16 |
| 13.1.2 | Ratify Measure E Related Expenditures and Notice of Completions Which Meet Criteria for Board Review and Approval | 17-19 |
| 13.1.3 | Accept Donations | 20 |

13.2 Educational Services:

- | | | |
|--------|---------------------------------------------------------------------------------------------------------------------------------------------------------|----|
| 13.2.1 | Approve Overnight Travel for West High School Cheer Team to Compete at the Aloha International Spirit Competition in Honolulu, Hawaii March 26-31, 2008 | 21 |
|--------|---------------------------------------------------------------------------------------------------------------------------------------------------------|----|

13.3 Human Resources:

- | | | |
|--------|--------------------------------------------------------------------------------------------------------------|-------|
| 13.3.1 | Approve Classified, Certificated and/or Management Employment | 22-24 |
| 13.3.2 | Accept Resignations/Retirements/Leaves of Absence for Classified, Certificated, and/or Management Employment | 25 |
| 13.3.3 | Approve Service Agreement with David Adams (West High) for the 2007-20078 Boys' Basketball Season | 26-28 |
| 13.3.4 | Approve Service Agreement with Tina Afan (West High) for the 2007-2008 Girls' Varsity Basketball Season | 29-31 |

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

14.1 Administrative & Business Services:

Action: Motion___; Second___. **Vote:** Yes___; No___; Absent___; Abstain__.

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|--------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------|
| 14.1.1 | Adopt Board Policy 7310 Naming of Schools, Individual Buildings, or Facilities and Recommend Members to Serve on the Screening Committee (Second Reading, Intent to Adopt) | 32-36 |
|--------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------|

Action: Motion___; Second___. **Vote:** Yes___; No___; Absent___; Abstain__.

- | | | |
|--------|-----------------------------------------------------------------------------------------|-------|
| 14.1.2 | Approve Contract with L & H Airco to Complete the Energy Management Systems Replacement | 37-42 |
|--------|-----------------------------------------------------------------------------------------|-------|

Action: Motion___; Second___. **Vote:** Yes___; No___; Absent___; Abstain__.

- | | | |
|--------|------------------------------------------------------------------------------------------|-------|
| 14.1.3 | Approve Proposal for Architectural Services for Tracy High School Gymnasium HVAC Project | 43-46 |
|--------|------------------------------------------------------------------------------------------|-------|

Action: Motion___; Second___. **Vote:** Yes___; No___; Absent___; Abstain__.

- | | | |
|--------|----------------------------------------------------------------------------|-------|
| 14.1.4 | Approve Proposal for Facility Condition Assessment with RGM and Associates | 47-50 |
|--------|----------------------------------------------------------------------------|-------|

Action: Motion___; Second___. **Vote:** Yes___; No___; Absent___; Abstain__.

- 15. Board Reports:** An opportunity for board members to discuss items of particular importance or interest in the district.

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

17. Board Meeting Calendar:

- 17.1 December 11, 2007**
- 17.2 January 8, 2008**
- 17.3 January 22, 2008**
- 17.4 February 12, 2008**
- 17.5 February 26, 2008**

18. Upcoming Events:

- | | |
|------------------------------------------|--------------------------------------|
| 18.1 December 22- January 6, 2008 | Winter Break |
| 18.2 January 21, 2008 | No School, MLK Day |
| 18.3 January 30, 2008 | No School, Buy Back Day |
| 18.4 February 11, 2008 | No School, Lincoln's Birthday |
| 18.5 February 18, 2009 | No School, Presidents' Day |

If requested, the agenda shall be made available in appropriate alternative formats to persons with a disability. To make this request, please telephone the Superintendent's Office at 209/830-3201. If any person with a disability needs a disability-related modification or accommodation, including auxiliary aids or services, he/she should also contact the Superintendent's Office at least 24 hours prior to the meeting.

**Minutes of
Regular Meeting of the Governing Board
For Tracy Unified School District
Held on Tuesday, November 13, 2007**

- 5:30 PM:** President Crandall called the meeting to order and adjourned to closed session.
- Roll Call:** Board: G. Crandall, J. Feller, T. Guzman, K. Lewis, B. Swenson, J. Vaughn
Absent: T. Hawkins
Staff: J. Franco, J. Mousalimas, C. Goodall, S. Harrison, B. Etcheverry.
- 7:02 PM:** President Crandall 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 # FF07-08/14, 20, 24, 27, 28, 29, 31, 36, 38, 39, 40
Action: Lewis, Vaughn-as amended. **Vote:** Yes-6; No-0; Absent-1(Hawkins)
 - 6b** Report Out of Action Taken on Application for Reinstatement: #AR07-08/ 2, 3, 4, 5, 6
Action: **Vote:** Yes-6; No-0; Absent-1(Hawkins)
 - 6c** Report Out of Action Taken on Early Graduation: WHS #10214658
Action: **Vote:** Yes-6; No-0; Absent-1(Hawkins)
 - 6d** Report Out of Action Taken on Consider Leave of Absence Request for Classified Employee #UCL-107, Pursuant to Article XXIII
Action: Approved. **Vote:** Yes-6; No-0; Absent-1(Hawkins)
 - 6e** Report Out of Action Taken on Consider Leave of Absence Request for Certificated Employee #UC-518, Pursuant to Article XX
Action: Approved. **Vote:** Yes-6; No-0; Absent-1(Hawkins)
- Employees Present:** D. Laven, L. Perry, M. Grove, A. Bowman, C. Minter, N. Kettner, , K. Inouye, A. Datnow, C. San Julian, C. Fitzpatrick, P. Errecart, S. Edmiston, T. Brown, P. Furtado, K. Bacchetti, L. Pepperman, A. Jauregui, N. Hopple, P. Hall, D. Wakefield, J. Neunkirch, K. Fistolera, B. Willner, M. Belasco, M. Camara, P. Pedersen, M. Pedersen, R. Ocampo, B. Pieretti, K. Romney
- Press:** B. Brownne
- Visitors Present:** D. Contreras, M. Bacchetti, P. Pedersen, A. Cooksey, M. Gates, J. Pedersen, A. Covert, G. Herrick, C. Tuley, B. Hopple

Minutes:	<p>Approve Regular Minutes of October 23, 2007.</p> <p>Action: Swenson, Vaughn. Vote: Yes-5; No-0.Absent-1(Hawkins); Abstain-1(Crandall)</p>
Student Representative Reports:	None.
Recognition & Presentation:	<p>9.1 Recognize the Outstanding Employees of the Fall Term for the 2007-08 School Year</p> <p>Superintendent Franco and board members recognized the following outstanding employees of the fall term: Ignacio Rodriguez, 9-12 classified; Marta Camara, K-5 Classified; Kim Bacchetti, 6-8 classified; Maggie Pedersen, Classified Management; Maricella Morelos Bedolla, K-5 Certificated; Amanda Bowman, 9-12 Certificated; and the late Rebecca Herrick who was represented by her husband, Gary Herrick, 6-8 certificated.</p> <p>9.2 George Kelly School Site Update on Achievements & Activities</p> <p>Principal, Dr. Denise Laven, presented a power point showing the various programs available at Kelly, noontime sports, leadership class for 5-8 grades, dances and activities. They also have staff appreciations and annual family reading night to honor Dr. Seuss.</p>
Hearing of Delegations	None.
Information & Discussion Items:	<p>11.1 Administrative & Business Services: None.</p> <p>11.1.1 Receive Update on High School Attendance Boundary Committee</p> <p>Associate Superintendent of Business Services, Dr. Casey Goodall, gave a report on the draft boundary committee process. With the opening of a third high school, there will be a need to change high school boundaries. A committee of 21 members is recommended. The committee will analyze enrollment projections, consider capacities and review school goals and policies. They will commence meeting in January and meet every 2 weeks. Their recommendation will be presented to the Superintendent in late January. They will then visit five schools and review results of the community meetings. A final report will go to the Superintendent and he will make a recommendation to the Board at the May 13th meeting and final approval is scheduled for the May 27th meeting.</p>

11.2 Educational Services: None.

11.3 Human Resources:

11.3.1 Receive Human Resources Department Report for the 2006-2007 School Year

This item was moved up on the agenda. Assistant Superintendent of Human Resources, James Mousalimas, introduced staff and presented a power point of the various duties of the Human Resources Department.

Public Hearing:

None.

Consent Items:

Action: As amended. Lewis, Guzman. **Vote:** Yes-6; No-0; Absent-1(Hawkins)

Amendment: Item 13.1.3 - The contract should read 07-08, not 03-04. Item 13.2.10 - Poet will revise their categorical budget and will bring that back at a later meeting. Their school plan is approved tonight.

13.1 Administrative & Business Services:

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

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

13.1.3 Authorize the Associate Superintendent for Business Services to Enter Into Agreement with Edward J. McCrary to Provide Bus Driver Trainer Services

13.1.4 Approve Monthly Budget Adjustment Report October, 2007

13.1.5 Approve Revolving Cash Fund Reports for October, 2007

13.1.6 Approve Accounts Payable Warrants Reports for October, 2007(Separate Cover)

13.1.7 Approve Assembly Vendors and Site Assembly Utilization Calendars

13.1.8 Accept Donations

13.2 Educational Services:

13.2.1 Approve Agreement for Special Contract Services with Conscious Teaching LLC to Facilitate a Conscious Classroom Management Workshop at the District Staff Development Buy Back Day on January 30, 2008

13.2.2 Approve Overnight Travel for Williams Middle School 8th Grade Students to Attend Science Camp at Sierra Outdoor School December 17-20, 2007

- 13.2.3 Approve Overnight Travel for Tracy High School Varsity Girls' Basketball Team to Participate in the San Luis Obispo/Morro Bay High School Basketball Tournament in San Luis Obispo
- 13.2.4 Approve Overnight Travel for Tracy High School Virtual Enterprise Students to Attend a Trade Fair in Bakersfield on November 27-28, 2007
- 13.2.5 Ratify Contract with Suzan Allen, OT
- 13.2.6 Ratify Contract with James Wakefield, Ph.D. for Bilingual Assessment
- 13.2.7 Ratify Contract with Therapeutic Pathways, Inc. for Consultation Services
- 13.2.8 Ratify Contract with The Speech Path
- 13.2.9 Approve Out-of-State Travel to Redmond, WA, for Cindy Minter to Attend Microsoft's US Public Section CIO Summit, February 26-29, 2008
- 13.2.10 Approve School Site Single Plans for Student Achievement and Site Categorical Budgets for 2007/2008 School Year
- 13.2.11 Approve Agreement for Special Contract Services with Kendra Willis, CEO, for Career Pro Staffing Services to Provide Five (5) Teen Employment Workshops on November 26, December 3, December 10, December 17 and December 18, 2007, at George and Evelyn Stein High School
- 13.2.12 Receive Annual Williams Report for the Fiscal Year 2007-08
- 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 Adopt Resolution No. 07-12 of the Board of Education of the Tracy Joint Unified School District Relating to Issuance of Tax Allocation bonds by the Tracy Community Development Agency to Finance Improvements to Certain District Schools
Action: Guzman, Lewis. **Vote:** Yes-6; No-0; Absent-1(Hawkins)
 - 14.1.2 Approve Agreement with Rainforth Grau Architects for a Master Plan Study of the Facilities at Tracy High School
Action: Vaughn, Guzman. **Vote:** Yes-6; No-0; Absent-1(Hawkins)
 - 14.1.3 Authorize District Staff to Prepare Jurisdictional Maps for Future School Facilities Improvement District (SFID)
Action: Lewis, Guzman. **Vote:** Yes-5; No-1(Swenson); Absent-1(Hawkins)
 - 14.1.4 Adopt Resolution No. 07-11 Approving a Facilities Lease, a Site Lease and General and Supplementary Construction Conditions

for the Acquisition of the Kimball High School Facility Project (Report)

Action: Feller, Lewis. **Vote:** Yes-6; No-0; Absent-1(Hawkins)

14.1.5 Approve Agreement for Lease of Relocatable Structures by and Between San Joaquin Delta Community College and Tracy Unified School District

Action: Guzman, Swenson. **Vote:** Yes-6; No-0; Absent-1(Hawkins)

14.1.6 Adopt San Joaquin County Office of Emergency Services Hazard Mitigation Plan as the Tracy Unified School District Hazard Mitigation Plan

Action: Lewis, Guzman. **Vote:** Yes-6; No-0; Absent-1(Hawkins)

14.1.7 Authorize the Associate Superintendent for Business Services to Enter into an Agreement with E-Payment Educational Financial Services for Check Return Services

Action: Guzman, Vaughn. **Vote:** Yes-6; No-0; Absent-1(Hawkins)

14.1.8 Adopt Board Policy 5116 School Attendance Boundaries (Second Reading, Intent to Adopt)

Action: Lewis, Vaughn. **Vote:** Yes-6; No-0; Absent-1(Hawkins)

14.1.9 Adopt Board Policy 7310 Naming of Schools Individual Buildings, or Facilities (First Reading)

Action: Vaughn, Guzman. **Vote:** Yes- 6; No-0; Absent-1(Hawkins)

14.2 Educational Services:

14.2.1 Approve 2007-08 Alternative Schools Accountability Model for George and Evelyn Stein Continuation High School

Action: Vaughn, Guzman. **Vote:** Yes-6; No-0; Absent-1(Hawkins)

14.3 Human Resources: None.

Board Reports:

Trustee Guzman attended the George & Evelyn Stein ceremony. It was very nice. He also attended the South/West Park walkathon this weekend. It was a good turnout. The Tracy High played a tough game against Lincoln. Trustee Lewis attended the Poet Christian musical. It was very good. Relay for life kick off mtg. is 6:00 at George Kelly on Thursday. This year's Relay will be held on May 3 & 4. Trustee Feller congratulated Jessica on her marriage. Trustee Swenson attended two construction tech meetings. They are fine tuning the costs and contacting high school counselors to promote the program for August '08. He also attended the CIF board of managers meetings. Stockton Unified is meeting tonight to take action on the MOU. There should be a joint news conference with updated information. Trustee Vaughn passed. Trustee Crandall wished the Tracy High & West High football teams good luck in their playoff games.

Superintendent Report:

Dr. Franco thanked Bill for sitting in the school plan presentations. They do a lot of work to show where they are going. All of it is data based and

drives the process. He also thanked Ted & Gregg for attending the county board dinner and Ted for representing the board at the Stein school opening. Joe Poni, one of our favorite board representatives, did a great job with his speech. He attended the District spelling bee. Jon Fine had his movie night afterwards. Thank you to Carol Anderson-Woo who did a wonderful job as the annunciator. Rechelle Pearlman organized it for the school district. Saturday morning we had Science on Saturday presented by Mr. Reese and a scientist from Lawrence Livermore Lab. They talked about the hydrogen car. It was attended by approximately 400 parents and students. This coming Saturday they will have it again with Mr. Wedel and will be talking about technology, global warming and the environment..

8:47 PM
Adjournment.

Tom Hawkins, Clerk

Date



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: Dr. Sheila Harrison, Assistant Superintendent of Educational Services
DATE: November 14, 2007
SUBJECT: Receive Report on K-8 Science Program and Proposed Textbook Adoption

BACKGROUND: As part of the instructional materials adoption process, K-8 science teachers have been engaged in evaluating textbooks. In 2006-2007, the K-8 Science Committee developed criteria for evaluating instructional materials and reviewed several programs for their alignment with district and state standards. During the first trimester of 2007-2008, the K-8 Science Committee's work focused on: piloting sample lessons from various publishers' materials; seeking input from district teachers, parents, and the public; and recommending materials for adoption. One of the key aspects of this review process was to ensure that the material presented in the text is aligned with the state content standards for science. The following lists the texts that are being recommended for adoption:

Publisher	Title	ISBN#
K		
Houghton Mifflin	<i>California Science Kindergarten Kit</i> (1 per classroom)	0618767479
	<i>Science Independent Books, Science Support Set</i> (1 per classroom)	0618781099
	<i>Science Independent Books, On Level Set</i> (1 per classroom)	0618781161
	<i>Science Independent Books, Challenge Set</i> (1 per classroom)	0618781234
1		
Houghton Mifflin	<i>California Science 1</i>	0618686150
	<i>CA Science Interactive Textbook</i> (consumable)	0547004613
2		
Houghton Mifflin	<i>California Science 2</i>	0618686169
	<i>CA Science Interactive Textbook</i> (consumable)	0547004605
3		
Houghton Mifflin	<i>California Science 3</i>	0618686177
	<i>CA Science Interactive Textbook</i> (consumable)	054700463X
4		
Houghton Mifflin	<i>California Science 4</i>	0618686185
	<i>CA Science Interactive Textbook</i> (consumable)	0547004648
5		
Houghton Mifflin	<i>California Science 5</i>	0618686193
	<i>CA Science Interactive Textbook</i> (consumable)	0547004656
6		
Prentice Hall	<i>Focus on Earth Science 6</i>	013201274X
	<i>Reading & Note-Taking Guide, Level B</i> (consumable)	0132034395
7		
Prentice Hall	<i>Focus on Life Science 7</i>	0132012723
	<i>Reading & Note-Taking Guide, Level B</i> (consumable)	0132034425
8		
Prentice Hall	<i>Focus on Physical Science 8</i>	0132012707
	<i>Reading & Note-Taking Guide, Level B</i> (consumable)	0132034468

RATIONALE: This report is being presented to increase Board and community awareness of the history and activities of the District Science program, and to provide descriptions of and rationale for the upcoming textbook adoption. This agenda item meets Strategic Goal #2: Create a Quality and Effective Learning Environment.

FUNDING: Funding for the purchase of recommended materials in the amount of \$635,000 will be provided by state instructional textbook funds.

RECOMMENDATION: Receive Report on K-8 Science Program and Proposed Textbook Adoption.

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



BUSINESS SERVICES MEMORANDUM

To: James Franco, Superintendent

From: Casey Goodall, Associate Superintendent for Business

Date: November 16, 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: 1 to 1 Tutor, LLC, aka Tutor Owl
Site: Program Improvement Schools: Central, Delta Island, Monte Vista, North and South/West Park
Item: Agreement – Ratify
Services: Supplemental Educational Services (SES) Providers (Tutoring Services)
As required by the No Child Left Behind Act, for schools that are in Program Improvement (PI) status. The District is required to contract with outside vendors to provide tutoring services in Mathematics and Reading/ Language Arts to eligible students in these five schools. These contracted entities, approved by the California Department of Education, will provide after-school tutoring to approximately 120 students who apply and will qualify for this program, based on financial and academic disadvantage. The Supplemental Educational Services Per Pupil Allocation for TUSD for 2007-2008, as decreed by the CDE, is \$877.69.
Cost: The Supplemental Educational Services Per Pupil Allocation for TUSD for 2007-2008, as decreed by the CDE, is \$877.69.
Project Funding: Categorical Funding/Title 1, Program Improvement

B. Vendor: A+ Educational Centers
Site: Program Improvement Schools: Central, Delta Island, Monte Vista, North and South/West Park
Item: Agreement – Ratify
Services: Supplemental Educational Services (SES) Providers (Tutoring Services)
As required by the No Child Left Behind Act, for schools that are in Program Improvement (PI) status. The District is required to contract with outside vendors to provide tutoring services in Mathematics and Reading/ Language Arts to eligible students in these five schools. These contracted entities, approved by the California Department of Education, will provide after-school tutoring to approximately 120 students who applies and will qualify for this program, based on financial and academic disadvantage. The Supplemental Educational Services Per Pupil Allocation for TUSD for 2007-2008, as decreed by the CDE, is \$877.69.
Cost: The Supplemental Educational Services Per Pupil Allocation for TUSD for 2007-2008, as decreed by the CDE, is \$877.69.
Project Funding: Categorical Funding/Title 1, Program Improvement

C. Vendor: ACE Tutoring Service, Inc.
Site: Program Improvement Schools: Central, Delta Island, Monte Vista, North and South/West Park
Item: Agreement – Ratify
Services: Supplemental Educational Services (SES) Providers (Tutoring Services)
As required by the No Child Left Behind Act, for schools that are in Program Improvement (PI) status. The District is required to contract with outside vendors to provide tutoring services in Mathematics and Reading/ Language Arts to eligible students in these five schools. These contracted entities, approved by the California Department of Education, will provide after-school tutoring to approximately 120 students who apply and will qualify for this program, based on financial disadvantage and academic disadvantage. The Supplemental Educational Services Per Pupil Allocation for TUSD for 2007-2008, as decreed by the CDE, is \$877.69.
Cost: The Supplemental Educational Services Per Pupil Allocation for TUSD for 2007-2008, as decreed by the CDE, is \$877.69.
Project Funding: Categorical Funding/Title 1, Program Improvement

D. Vendor: Brain Hurricane
 Site: Program Improvement Schools: Central, Delta Island, Monte Vista, North and South/West Park
 Item: Agreement – Ratify
 Services: Supplemental Educational Services (SES) Providers (Tutoring Services)
 As required by the No Child Left Behind Act, for schools that are in Program Improvement (PI) status. The District is required to contract with outside vendors to provide tutoring services in Mathematics and Reading/ Language Arts to eligible students in these five schools. These contracted entities, approved by the California Department of Education, will provide after-school tutoring to approximately 120 students who apply and will qualify for this program, based on financial and academic disadvantage. The Supplemental Educational Services Per Pupil Allocation for TUSD for 2007-2008, as decreed by the CDE, is \$877.69.
 Cost: The Supplemental Educational Services Per Pupil Allocation for TUSD for 2007-2008, as decreed by the CDE, is \$877.69.
 Project Funding: Categorical Funding/Title 1, Program Improvement

E. Vendor: Bright Futures Learning
 Site: Program Improvement Schools: Central, Delta Island, Monte Vista, North and South/West Park
 Item: Agreement – Ratify
 Services: Supplemental Educational Services (SES) Providers (Tutoring Services)
 As required by the No Child Left Behind Act, for schools that are in Program Improvement (PI) status. The District is required to contract with outside vendors to provide tutoring services in Mathematics and Reading/ Language Arts to eligible students in these five schools. These contracted entities, approved by the California Department of Education, will provide after-school tutoring to approximately 120 students who apply and will qualify for this program, based on financial and academic disadvantage. The Supplemental Educational Services Per Pupil Allocation for TUSD for 2007-2008, as decreed by the CDE, is \$877.69.
 Cost: The Supplemental Educational Services Per Pupil Allocation for TUSD for 2007-2008, as decreed by the CDE, is \$877.69.
 Project Funding: Categorical Funding/Title 1, Program Improvement

F. Vendor: Club Z! In-Home Tutoring Services, Inc.
 Site: Program Improvement Schools: Central, Delta Island, Monte Vista, North and South/West Park
 Item: Agreement – Ratify
 Services: Supplemental Educational Services (SES) Providers (Tutoring Services)
 As required by the No Child Left Behind Act, for schools that are in Program Improvement (PI) status. The District is required to contract with outside vendors to provide tutoring services in Mathematics and Reading/ Language Arts to eligible students in these five schools. These contracted entities, approved by the California Department of Education, will provide after-school tutoring to approximately 120 students who apply and will qualify for this program, based on financial and academic disadvantage. The Supplemental Educational Services Per Pupil Allocation for TUSD for 2007-2008, as decreed by the CDE, is \$877.69.
 Cost: The Supplemental Educational Services Per Pupil Allocation for TUSD for 2007-2008, as decreed by the CDE, is \$877.69.
 Project Funding: Categorical Funding/Title 1, Program Improvement

G. Vendor: Extreme Learning
 Site: Program Improvement Schools: Central, Delta Island, Monte Vista, North and South/West Park
 Item: Agreement – Ratify
 Services: Supplemental Educational Services (SES) Providers (Tutoring Services)
 As required by the No Child Left Behind Act, for schools that are in Program Improvement (PI) status. The District is required to contract with outside vendors to provide tutoring services in Mathematics and Reading/ Language Arts to eligible students in these five schools. These contracted entities, approved by the California Department of Education, will provide after-school tutoring to approximately 120 students who apply and will qualify for this program, based on financial and academic disadvantage. The Supplemental Educational Services Per Pupil Allocation for TUSD for 2007-2008, as decreed by the CDE, is \$877.69.
 Cost: The Supplemental Educational Services Per Pupil Allocation for TUSD for 2007-2008, as decreed by the CDE, is \$877.69.
 Project Funding: Categorical Funding/Title 1, Program Improvement

H. Vendor: Friendly Community Outreach Center
 Site: Program Improvement Schools: Central, Delta Island, Monte Vista, North and South/West Park
 Item: Agreement – Ratify
 Services: Supplemental Educational Services (SES) Providers (Tutoring Services)
 As required by the No Child Left Behind Act, for schools that are in Program Improvement (PI) status. The District is required to contract with outside vendors to provide tutoring services in Mathematics and Reading/ Language Arts to eligible students in these five schools. These contracted entities, approved by the California Department of Education, will provide after-school tutoring to approximately 120 students who apply and will qualify for this program, based on financial and academic disadvantage. The Supplemental Educational Services Per Pupil Allocation for TUSD for 2007-2008, as decreed by the CDE, is \$877.69.
 Cost: The Supplemental Educational Services Per Pupil Allocation for TUSD for 2007-2008, as decreed by the CDE, is \$877.69.
 Project Funding: Categorical Funding/Title 1, Program Improvement

I. Vendor: Jump into Math, Inc., JIM Enterprises
 Site: Program Improvement Schools: Central, Delta Island, Monte Vista, North and South/West Park
 Item: Agreement – Ratify
 Services: Supplemental Educational Services (SES) Providers (Tutoring Services)
 As required by the No Child Left Behind Act, for schools that are in Program Improvement (PI) status. The District is required to contract with outside vendors to provide tutoring services in Mathematics and Reading/ Language Arts to eligible students in these five schools. These contracted entities, approved by the California Department of Education, will provide after-school tutoring to approximately 120 students who apply and will qualify for this program, based on financial and academic disadvantage. The Supplemental Educational Services Per Pupil Allocation for TUSD for 2007-2008, as decreed by the CDE, is \$877.69.
 Cost: The Supplemental Educational Services Per Pupil Allocation for TUSD for 2007-2008, as decreed by the CDE, is \$877.69.
 Project Funding: Categorical Funding/Title 1, Program Improvement

J. Vendor: Jump into Reading, Inc., JIR Enterprises
Site: Program Improvement Schools: Central, Delta Island, Monte Vista, North and South/West Park
Item: Agreement – Ratify
Services: Supplemental Educational Services (SES) Providers (Tutoring Services)
As required by the No Child Left Behind Act, for schools that are in Program Improvement (PI) status. The District is required to contract with outside vendors to provide tutoring services in Mathematics and Reading/ Language Arts to eligible students in these five schools. These contracted entities, approved by the California Department of Education, will provide after-school tutoring to approximately 120 students who apply and will qualify for this program, based on financial and academic disadvantage. The Supplemental Educational Services Per Pupil Allocation for TUSD for 2007-2008, as decreed by the CDE, is \$877.69.
Cost: The Supplemental Educational Services Per Pupil Allocation for TUSD for 2007-2008, as decreed by the CDE, is \$877.69.
Project Funding: Categorical Funding/Title 1, Program Improvement

K. Vendor: Learning Fun Center
Site: Program Improvement Schools: Central, Delta Island, Monte Vista, North and South/West Park
Item: Agreement – Ratify
Services: Supplemental Educational Services (SES) Providers (Tutoring Services)
As required by the No Child Left Behind Act, for schools that are in Program Improvement (PI) status. The District is required to contract with outside vendors to provide tutoring services in Mathematics and Reading/ Language Arts to eligible students in these five schools. These contracted entities, approved by the California Department of Education, will provide after-school tutoring to approximately 120 students who apply and will qualify for this program, based on financial and academic disadvantage. The Supplemental Educational Services Per Pupil Allocation for TUSD for 2007-2008, as decreed by the CDE, is \$877.69.
Cost: The Supplemental Educational Services Per Pupil Allocation for TUSD for 2007-2008, as decreed by the CDE, is \$877.69.
Project Funding: Categorical Funding/Title 1, Program Improvement

L. Vendor: Professional Tutors of America
Site: Program Improvement Schools: Central, Delta Island, Monte Vista, North and South/West Park
Item: Agreement – Ratify
Services: Supplemental Educational Services (SES) Providers (Tutoring Services)
As required by the No Child Left Behind Act, for schools that are in Program Improvement (PI) status. The District is required to contract with outside vendors to provide tutoring services in Mathematics and Reading/ Language Arts to eligible students in these five schools. These contracted entities, approved by the California Department of Education, will provide after-school tutoring to approximately 120 students who apply and will qualify for this program, based on financial and academic disadvantage. The Supplemental Educational Services Per Pupil Allocation for TUSD for 2007-2008, as decreed by the CDE, is \$877.69.
Cost: The Supplemental Educational Services Per Pupil Allocation for TUSD for 2007-2008, as decreed by the CDE, is \$877.69.
Project Funding: Categorical Funding/Title 1, Program Improvement

M. Vendor: REACH Learning Center
 Site: Program Improvement Schools: Central, Delta Island, Monte Vista, North and South/West Park
 Item: Agreement – Ratify
 Services: Supplemental Educational Services (SES) Providers (Tutoring Services)
 As required by the No Child Left Behind Act, for schools that are in Program Improvement (PI) status. The District is required to contract with outside vendors to provide tutoring services in Mathematics and Reading/ Language Arts to eligible students in these five schools. These contracted entities, approved by the California Department of Education, will provide after-school tutoring to approximately 120 students who apply and will qualify for this program, based on financial and academic disadvantage. The Supplemental Educational Services Per Pupil Allocation for TUSD for 2007-2008, as decreed by the CDE, is \$877.69.
 Cost: The Supplemental Educational Services Per Pupil Allocation for TUSD for 2007-2008, as decreed by the CDE, is \$877.69.
 Project Funding: Categorical Funding/Title 1, Program Improvement

N. Vendor: Ready for America Learning Services
 Site: Program Improvement Schools: Central, Delta Island, Monte Vista, North and South/West Park
 Item: Agreement – Ratify
 Services: Supplemental Educational Services (SES) Providers (Tutoring Services)
 As required by the No Child Left Behind Act, for schools that are in Program Improvement (PI) status. The District is required to contract with outside vendors to provide tutoring services in Mathematics and Reading/ Language Arts to eligible students in these five schools. These contracted entities, approved by the California Department of Education, will provide after-school tutoring to approximately 120 students who apply and will qualify for this program, based on financial and academic disadvantage. The Supplemental Educational Services Per Pupil Allocation for TUSD for 2007-2008, as decreed by the CDE, is \$877.69.
 Cost: The Supplemental Educational Services Per Pupil Allocation for TUSD for 2007-2008, as decreed by the CDE, is \$877.69.
 Project Funding: Categorical Funding/Title 1, Program Improvement

O. Vendor: SkyLearn (HEK and Associates, Inc.)
 Site: Program Improvement Schools: Central, Delta Island, Monte Vista, North and South/West Park
 Item: Agreement – Ratify
 Services: Supplemental Educational Services (SES) Providers (Tutoring Services)
 As required by the No Child Left Behind Act, for schools that are in Program Improvement (PI) status. The District is required to contract with outside vendors to provide tutoring services in Mathematics and Reading/ Language Arts to eligible students in these five schools. These contracted entities, approved by the California Department of Education, will provide after-school tutoring to approximately 120 students who apply and will qualify for this program, based on financial and academic disadvantage. The Supplemental Educational Services Per Pupil Allocation for TUSD for 2007-2008, as decreed by the CDE, is \$877.69.
 Cost: The Supplemental Educational Services Per Pupil Allocation for TUSD for 2007-2008, as decreed by the CDE, is \$877.69.
 Project Funding: Categorical Funding/Title 1, Program Improvement

P. Vendor:	Smart Kids Tutoring and Learning Center, Inc.
Site:	Program Improvement Schools: Central, Delta Island, Monte Vista, North and South/West Park
Item:	Agreement – Ratify
Services:	Supplemental Educational Services (SES) Providers (Tutoring Services) As required by the No Child Left Behind Act, for schools that are in Program Improvement (PI) status. The District is required to contract with outside vendors to provide tutoring services in Mathematics and Reading/ Language Arts to eligible students in these five schools. These contracted entities, approved by the California Department of Education, will provide after-school tutoring to approximately 120 students who apply and will qualify for this program, based on financial and academic disadvantage. The Supplemental Educational Services Per Pupil Allocation for TUSD for 2007-2008, as decreed by the CDE, is \$877.69.
Cost:	The Supplemental Educational Services <u>Per Pupil Allocation</u> for TUSD for 2007-2008, as decreed by the CDE, is \$877.69.
Project Funding:	Categorical Funding/Title 1, Program Improvement

Q. Vendor:	VETO's – A Teacher Promoting Learning in the Community
Site:	Program Improvement Schools: Central, Delta Island, Monte Vista, North and South/West Park
Item:	Agreement – Ratify
Services:	Supplemental Educational Services (SES) Providers (Tutoring Services) As required by the No Child Left Behind Act, for schools that are in Program Improvement (PI) status. The District is required to contract with outside vendors to provide tutoring services in Mathematics and Reading/ Language Arts to eligible students in these five schools. These contracted entities, approved by the California Department of Education, will provide after-school tutoring to approximately 120 students who apply and will qualify for this program, based on financial and academic disadvantage. The Supplemental Educational Services Per Pupil Allocation for TUSD for 2007-2008, as decreed by the CDE, is \$877.69.
Cost:	The Supplemental Educational Services <u>Per Pupil Allocation</u> for TUSD for 2007-2008, as decreed by the CDE, is \$877.69.
Project Funding:	Categorical Funding/Title 1, Program Improvement

R. Vendor:	JC Rego Refrigeration, Commercial Appliance Service, Inc. Purcell Refrigeration
Site:	Various Sites
Item:	Agreement – Ratify
Services:	Provide repair services for machinery and refrigeration equipment. Three responses to a "Request for Proposal" were received and ranked according to various criteria. The proposals were "split awarded" in the following order: 1) JC Rego Refrigeration, 2) Commercial Appliance Service, Inc. 3) Purcell Refrigeration.
Cost:	NTE \$60,000.00
Project Funding:	Cafeteria Fund

S. Vendor: Office Depot
Site: Tracy Adult School
Item: Quotations
Services: Purchase, delivery, and installation of furniture for three classrooms and two offices; including tables, chairs, and teachers and office workstations.
Cost: \$58,200.00
Project Funding: Adult Education Fund

T. Vendor: School Specialty
Site: Williams Middle School
Item: Quotation
Services: Vendor to provide and install partitions in restroom facility at Williams MS.
Cost: \$10,650.00
Project Funding: Deferred Maintenance Fund

U. Vendor: Wilson Architect
Site: Delta Island School
Item: Proposal/Agreement – Ratify
Services: Architect to develop bid documents, attend project meetings, coordinate submittals to permit jurisdictions, and perform site observations and reviews. Engineering, permits, fees, topographical and boundary surveys, soils and material reporting and testing will be additional fee as needed.
Cost: \$18,650.00 + \$1,865.00 Estimated Reimbursable
Project Funding: Deferred Maintenance Fund; Williams Emergency Repair



BUSINESS SERVICES MEMORANDUM

To: James Franco, Superintendent

From: Casey Goodall, Associate Superintendent for Business

Date: November 16, 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: AMS.NET, Inc.
Site: Tracy High School – New Classroom Building
Item: Agreement
Services: Contractor to implement VBrick System to support video distribution.
Cost: \$535,928.97
Project Funding: Local Bond Funds and State School Building Fund (SSBF)

B. Vendor: Preston Pipelines, Inc.
Site: Tracy High School – New Classroom Building
Item: Change Order
Services: Change Order # 1 for unknown underground conditions and installing conduits in storm drain trench for upcoming improvement projects.
Cost: \$84,338.95*
Project Funding: Local Bond Funds and State School Building Fund (SSBF)
*Over 10% Change Order Limit see attached legal opinion letter for explanation.

Vendor:

C. Vendor: Rodgers Construction & Engineering, Inc.
Site: Tracy High School – Modernization
Item: Notice of Completion
Services: Contractor provided building pad for interim housing at Tracy High School.
Original Contract: \$8,430.00 Change Order: \$0.00 Total Contract \$8,430.00
Project Funding: Local Bond Funds and State School Building Fund (SSBF)

D. Vendor: Division of State Architect
Site: West High School – Pool and Stadium Complex
Item: Fee
Services: Additional DSA fees for access compliance and structural review of plans and specifications.
Cost: \$12,723.14
Project Funding: Local Bond Funds and State School Building Fund (SSBF)

E. Vendor: Wallace Kuhl & Associates
Site: West High School – Theater
Item: Agreement
Services: Geotechnical engineer to provide geotechnical engineering services for West High School Theater and Future Parking Lot locations.
Cost: \$8,600.00
Project Funding: Local Bond Funds and State School Building Fund (SSBF)

F. Vendor: City of Tracy
Site: Measure E Bond Administration
Item: Mailing costs
Services: Reimbursement to City of Tracy for additional mailing costs incurred due to including Bond Oversight Committee Annual Report in the City of Tracy water bill.
Cost: \$2,667.14
Project Funding: Local Bond Funds



BUSINESS SERVICES MEMORANDUM

TO: Dr. James C. Franco, Superintendent
FROM: Dr. Casey Goodall, Associate Superintendent for Business
DATE: November 14, 2007
SUBJECT: Accept Donations

BACKGROUND: In order to assist the various school sites and departments in the District with the continued effort to enhance the educational, technological, health, and environmental needs of our students and staff, the following funds, materials, supplies, and/or equipment are to be considered for acceptance as donations:

1. Tracy Unified School District/Art Freiler Elementary School: From: Roche Palo Alto, LLC, 3431 Hillview Avenue, Palo Alto, CA 94304. Donation: (20) HP D510 computers with keyboards and power cords. Assessed value: \$350./ea. Total value: \$7,000.00. This donation was reviewed and approved by ISET department, Cindy Minter, Director.

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

This agenda item meets Strategic Goal #2.

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

RECOMMENDATION: Accept the very generous donations from the individuals and businesses mentioned above, with thanks and appreciation from the staff and students of Tracy Unified School District.

Prepared by: Catherine Lyons, Administrative Assistant to the Associate Superintendent for Business Services.



TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: *JS* Dr. Sheila Harrison, Assistant Superintendent of Educational Services
DATE: November 14, 2007
SUBJECT: **Approve Overnight Travel for West High School Cheer Team to Compete at the Aloha International Spirit Competition in Honolulu, Hawaii March 26 – 31, 2008**

BACKGROUND: The West High Cheer Team has been invited to compete in Hawaii at the Aloha International Spirit Competition. This is a once in a lifetime competition for some of our cheerleaders, and a great way for the team to gain exposure and experience. The team consists of 27 girls and they will compete against some of the top teams in the U. S. and from around the world. The team will travel with the head coach, Michael Campos, two cheer assistants, Tiffany Vargas and Rae Lynn Lagadon, as well as 7 parent volunteers. Students would miss only 1 day of school as this trip coincides with Spring Break

RATIONALE: The cheer team will have the opportunity to spend quality time together as a team and gain experience competing on an international level. They will have an opportunity to test their ability and utilize their skills as responsible students representing our city and District. This meets Strategic Goal #4, Developing the Whole Student.

FUNDING: The cost per student is \$750.00 which includes hotel accommodations at the Waikiki Marriott, air fare, competition fees, and ground transportation. Each student will be responsible for paying their own way. Additionally, the cheer team will sponsor fundraising events to help defray the cost of the trip.

RECOMMENDATION: **Approve Overnight Travel for West High School Cheer Team to Compete at the Aloha International Spirit Competition in Honolulu, Hawaii March 26 – 31, 2008**

PREPARED BY: Herman Calad, Principal - West High School



HUMAN RESOURCES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: James Mousalimas, Assistant Superintendent of Human Resources *JM*
DATE: November 27, 2007
SUBJECT: Approve Classified, Certificated, and/or Management Employment

BACKGROUND:

Angel, Nora

Bourassa, Jenell

Brown, Pat

Carrera, Virginia

Lamoste, Lisa

CLASSIFIED

Elementary Attendance Clerk (Replacement)
Jacobson Elementary School
8 hours per day
Range 28, Step B - \$14.37 per hour
Funding: General Fund

Clerk Typist II (Replacement)
Facilities/DEC
8 hours per day
Range 27, Step C - \$14.73 per hour
Funding: General Fund

I.E.P. Para Educator I (Replacement)
West High School
5 hours per day
Range 24, Step E - \$15.07 per hour
Funding: Special Ed -- IDEA Grant

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

I.E.P. Para Educator I (New)
Art Freiler School -- Yellow Track
3.75 hours per day
Range 24, Step A - \$12.51 per hour
Funding: Special Education

Lo, Mary

I.E.P. Para Educator I (New)
Williams Middle School
6 hours per day
Range 24, Step D - \$14.37 per hour
Funding: Special Education

Mahedy, Olivia

Payroll Technician (New)
Finance/DEC
8 hours per day
Range 40, Step C - \$19.94 per hour
Funding: General Fund

Ortiz De Pineda, Carmen

Special Ed Para Educator I (Replacement)
Delta Island School
4 hours per day
Range 24, Step D - \$14.37 per hour
Funding: IASA-Title I Grant-1 hour-100%
Special Education-3 hours-100%

Sterritt, Michelle

Clerk Typist I (Replacement)
Curriculum Accountability/Continuous
Improvement/DEC
8 hours per day
Range 23, Step C - \$13.43 per hour
Funding: General Fund – 50%; School & Library
Grant-50%

BACKGROUND:

Inouye, Kitty

CONFIDENTIAL/MANAGEMENT

Human Resources Assistant (New)
Human Resources/DEC
8 hours per day
Range 5, Step B - \$18.72 per hour
Funding: General Fund

Ocampo, Roxanne

Personnel Technician for Certificated Employees
(Replacement)
Human Resources/DEC
8 hours per day
Range 13, Step C - \$24.99 per hour

BACKGROUND:

Boyd, Jake

COACHES

Assistant Wrestling Coach
Tracy High School
Stipend of \$3,245.36

Brown, Troy

Sophomore Girls' Basketball Coach
Tracy High School
Stipend of \$3,896.19

Kuks, Bob

Boys' Varsity Water Polo Coach
West High School
Stipend of \$4,868.03

Stromer, Russ

Assistant Wrestling Coach
West High School
Stipend of \$3,245.36

Webb, Justine

Assistant Varsity Swim Coach
Tracy High School
Stipend of \$3,245.36

RECOMMENDATION: Approve Classified, Certificated and/or Management Employment

Prepared by: James Mousalimas, Assistant Superintendent of Human Resources



TRACY
UNIFIED SCHOOL DISTRICT

HUMAN RESOURCES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: James Mousalimas, Assistant Superintendent of Human Resources
DATE: November 27, 2007
SUBJECT: Accept Resignations/Retirements/Leave of Absence for Classified, Certificated, and/or Management Employment

BACKGROUND:

CERTIFICATED RESIGNATION

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
Aten, Susan Math	Kelly	11/20/2007	Personal
Hansen, Nancy RSP	Delta Island/ Discovery	11/06/2007	Relocating
Miller, Charla Science	Monte Vista	12/21/2007	Personal

BACKGROUND:

CLASSIFIED RESIGNATIONS

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
Angel, Nora Clerk Typist II	Jacobson	11/13/2007	Accepted Attendance Clerk Position
Lo, Mary I.E.P. Para Ed I	Monte Vista	11/09/2007	Accepted Para Position at Williams Middle School
Ortiz De Pineda, Carmen School Supervision Assist.	George Kelly	11/12/2007	Accepted Para Position at Delta Island School

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

Prepared by: James Mousalimas, Assistant Superintendent of Human Resources



HUMAN RESOURCES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: James Mousalimas, Assistant Superintendent
DATE: November 16, 2007
SUBJECT: Approve Service Agreement with David Adams (West High) for the 2007-2008 Boys' Basketball Season

Background: There is a need in the boys' basketball program at West High School for volunteer coaches to assist with supervision to ensure the players have a safe, educational and positive experience. Having exceptionally qualified staff is the primary aim of the program.

Rationale: West High School would like to contract the services of a former West High School basketball coach to assist the head coach. David Adams is uniquely qualified to assist and enhance the basketball program at West High School. David Adams has extensive basketball experience as a player and also as a coach. The experience and enthusiasm he brings to the players will ensure the overall success and safety of the program. His duties will consist of assisting with daily practice, scouting, and driving the District vans to tournaments.

This agenda item aligns with Strategic Goal #2, Creating and Maintaining a Safe and Supportive Learning Environment.

Funding: Expenses for the contracted basketball coach will be paid by the District. The District will be reimbursed for this expense, paid out of the West High School ASB account. Expenses will be paid at a flat rate of \$1,500 and will not exceed \$1,500 for the 2007-08 basketball season.

Recommendation: Approve Service Agreement with David Adams (West High) for the 2007-2008 Boys' Basketball Season

Prepared by: James Mousalimas, Assistant Superintendent for Human Resources

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 DAVID ADAMS, 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: ASSISTANT BASKETBALL COACH
2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of _____ () HOURS/DAY(S) (circle one), under the terms of this agreement at the following location Merrill West H.S.
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
 - a. District shall pay \$ 1,500.00 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 Dec. 1, ²⁰⁰⁷~~2002~~, and shall terminate on MARCH 1, ~~2003~~ ²⁰⁰⁸.
5. This agreement may be terminated at any time during the term by either party upon _____ day's written notice.
6. Contractor shall contact the District's designee, Steve Thornton at (209) 836-3370 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.

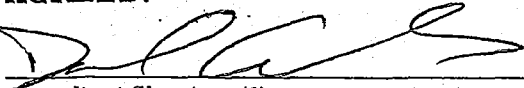
Agreement for Special Contract Services - Page 2

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)
11/13/07

Date

Title
2940 DESCANSO CT

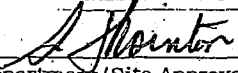
Address
TRACY, CA 95376

Tracy Unified School District

Date

Title

Account Number to be Charged



Department/Site Approval

Budget Approval

Date Approved by the Board

Send all copies to the Business Office:



HUMAN RESOURCES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: James Mousalimas, Assistant Superintendent
DATE: November 12, 2007
SUBJECT: Approve Service Agreement with Tina Afan (West High)
for the 2007-2008 Girls' Varsity Basketball Season

Background: There is a need in the girls' basketball program at West High School for volunteer coaches to assist with supervision to ensure the players have a safe, educational and positive experience. Having exceptionally qualified staff is the primary aim of the program.

Rationale: West High School would like to contract the services of its current volunteer volleyball coach to assist the head coach. Tina Afan is uniquely qualified to assist and enhance the basketball program at West High School. Tina Afan has extensive basketball experience as a player and also as a coach. The experience and enthusiasm she brings to the players will ensure the overall success and safety of the program. Her duties will consist of assisting with daily practice, scouting, and driving the District vans to tournaments.

This agenda item aligns with Strategic Goal #2, Creating and Maintaining a Safe and Supportive Learning Environment.

Funding: Expenses for the contracted basketball coach will be paid by the District. The District will be reimbursed for this expense, paid out of the West High School ASB account. Expenses will be paid at a flat rate of \$1,500 and will not exceed \$1,500 for the 2007-08 basketball season.

Recommendation: Approve Service Agreement with Tina Afan (West High) for the 2007-2008 Girls' Varsity Basketball Season

Prepared by: James Mousalimas, Assistant Superintendent for Human Resources

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 TINA AFAN, 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: ASSISTANT GIRL'S BASKETBALL
Coach

2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of _____ () HOURS/DAY(s) (circle one), under the terms of this agreement at the following location Merrill West H.S.

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

a. District shall pay \$ 1,500.00 per ~~HOUR/DAY~~ **FLAT RATE** (circle one), not to exceed a total of \$ 1,500.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.

b. District [] **SHALL**; [] **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 NOV. 10th, ²⁰⁰⁷~~2002~~, and shall terminate on MARCH 1, 2003-2008

5. This agreement may be terminated at any time during the term by either party upon _____ day's written notice.

6. Contractor shall contact the District's designee, Steve Thornton at (209) 830-3370 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.

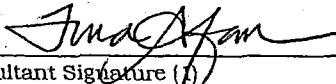
Agreement for Special Contract Services - Page 2

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)

11/8/07

Date

Title

799 S. L ST. #3

Address

LIVERMORE, CA 94550

Tracy Unified School District

Date

Title

WHS ASB

Account Number to be Charged

Department/Site Approval

Budget Approval

Date Approved by the Board

Send all copies to the Business Office:



TRACY
UNIFIED SCHOOL DISTRICT

BUSINESS SERVICES MEMORANDUM

To: James Franco, Superintendent
From: C. Goodall, Assistant Superintendent for Business
Date: May 11, 2007
SUBJECT: Adopt Board Policy 7310 Naming of Schools, Individual Buildings, or Facilities
and Recommend Members to Serve on the Screening Committee
(Second Reading, Intent to Adopt)

BACKGROUND: Board Policy 7310 was adopted by the Board in 1998 and provides guidance for naming new schools. However, the policy does not provide guidance for naming individual buildings or facilities.

RATIONALE: BP 7310 includes language which was approved earlier but is modified to provide additional guidance to address naming individual buildings or facilities. Additions are highlighted in bold lettering. Deletions are marked with a strikethrough.

FUNDING: Not Applicable.

RECOMMENDATION: Adopt Board Policy 7310 Naming of Schools, Individual Buildings, or Facilities and Recommend Members to Serve on the Screening Committee (Second Reading, Intent to Adopt).

NAMING OF SCHOOLS, INDIVIDUAL BUILDINGS, OR FACILITIES

When a school, **individual building, or facility** is to be named, the Superintendent shall appoint a screening committee that will be comprised of the Superintendent, or his representative, as chairperson, a principal, and at least five other citizens and students, two of whom are to be recommended by the Board of Education. Citizens, board members, students, and school personnel may submit names for consideration by the committee. Such submission shall be publicly noticed. The committee will recommend names for schools, individual buildings or facilities to the Board of Education from those submitted. The Board of Education will consider the names recommended by the committee for the school, **individual building or facility** prior to making the final decision.

Criteria for Naming Schools

Schools may be named for a person and may include presidents or governors, statesmen and heroes of national and state fame; national and local educators, community and civic leaders who have been retired from public service for at least three years. In addition, schools may be named for geographic locations.

No two schools in the district shall be given the same name.

Renaming of Schools

Schools named for a person will retain that person's name as part of the site's name as long as the **site facility** is used for instructional purposes by the district. Exceptions to this policy may ~~be made~~ **occur only under extraordinary circumstances and after thorough study** by the Board of Education.

Timing of Names

A new school facility may be named as soon as the need for a school is known and verified.

Criteria for Naming Individual Buildings or Facilities

Individual buildings or facilities may be named for a person and may include local educators, community and civic leaders who have made long-term, outstanding contributions to the school district, county or community.

NAMING OF SCHOOLS, INDIVIDUAL BUILDINGS, OR FACILITIES

Renaming of Individual Buildings or Facilities

Individual buildings or facilities named for a person will retain that person's name as long as the building or facility is used for instructional purposes by the district. Exceptions to this policy may occur only under extraordinary circumstances and after thorough study by the Board of Education.

Timing of Naming Individual Buildings or Facilities

Schools or sites may seek approval from the Board to name a new building or facility as soon as the plans and funding for the facility have been approved by the Board. Schools or sites wishing to name an existing unnamed facility must first seek the approval of the Board to begin the naming process as outlined in Administrative Regulation 7310.

If a community member chooses to make a substantial contribution for a building or program at a school, the Board may consider recognizing the contribution by naming the school, building, or facility after the benefactor.

Legal Reference:

EDUCATION CODE

35160

Programs, activities of governing board

Adopted: 9/8/98

NAMING OF SCHOOLS

A. Purpose and Scope

To provide a procedure and guidance for naming schools, **individual buildings and facilities**. This regulation does not include the naming of individual buildings within a school.

B. General

When a school, **individual building or facility** is to be named, the Superintendent shall appoint a screening committee.

C. Forms Used and Additional References

N/A

D. Procedure1. Screening Committee

The Superintendent shall appoint a screening committee that will be comprised of the Superintendent, or his representative, as chairperson, a principal, and at least five other **community members** citizens and students, two of whom are to be recommended by the Board of Education.

For purposes of naming individual buildings or facilities, multiple committees may be operating at the same time.

2. Notification of Name Submission

The Screening Committee shall publicly notice, not less than thirty (30) days prior to making its final recommendation to the Board, its intent to accept names for schools, **individual buildings or facilities** by having submission requirements and criteria published in a local newspaper of general circulation, and by posting the same at two (minimum) public locations (for instance, the public library, City Hall, or School District main office).

Such notification shall state the following:

- a. The purpose of the notification
- b. The criteria by which the names will be reviewed and considered
- c. The date and time by which names are to be submitted
- d. The address to which the submissions are to be delivered
- e. The date, time, and location of the Board meeting at which the committee's recommendation will be presented for Board consideration

NAMING OF SCHOOLS**3.. Committee Recommendation**

The Screening Committee shall review the submitted names and letters, and using the selection criteria, reach consensus and make recommendations to the Board at a regularly scheduled public meeting for the Board's consideration.

Any names not approved by the Board may be resubmitted for consideration during the next school, **individual building or facility** naming process.

5. Approval of Names

The Board of Education will make the final determination of the name of schools, **individual buildings or facilities**.

E. Reports Required

A letter that explains the attributes of the name being submitted must accompany each submitted name. The Screening Committee shall submit a report to the Board with their recommendation for the Board's consideration.

F. Record Retention

All letters submitted suggesting names and the Screening Committee's report shall be retained for a period of two years

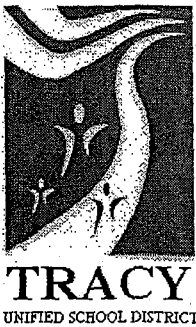
G. Responsible Administrative Unit

Business Services

H. Approved By

Assistant Superintendent for Business Services

TUSD Revised:



BUSINESS SERVICES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: Dr. Casey Goodall, Associate Superintendent for Business
DATE: November 15, 2007
SUBJECT: Approve Contract with L&H Airco to Complete the Energy Management Systems Replacement

BACKGROUND: An Energy Management Systems (EMS) allows staff to control and monitor the temperature and outside air, by classroom or support space. The new EMS system replaces the old and antiquated Honeywell System. The new system will: alert staff of HVAC systems are not working and/or need adjustments; allow staff service equipment and maintain an inventory of EMS supplies and repair parts; improve our ability to monitor and control facilities when not in use; provide the District with standards for use in new facilities construction and to provide significant reductions in our annual operating costs.

Honeywell Inc. was contracted by the District in 1996 to add Energy Management Systems (EMS) at all of the District's existing facilities. The terms of their equipment and service agreements expired in June, 2006. As the District went on to construct new facilities or acquire additional portable classrooms either: new Honeywell equipment was installed and added to the existing maintenance agreement; another brands of EMS were installed; or no EMS controls were added at all.

Most new facilities built within the past 10 years have been designed with the Alerton EMS controllers and software. Maintenance can service and maintain the Alerton equipment and for this reason, the Board approved the request for standardizing Alerton products when it was determined to replace the aging Honeywell equipment.

RATIONALE: The Board adopted the use of Alerton EMS products as our District standard EMS system. Staff has been working together to replace the old Honeywell equipment with Alerton products. The ultimate goal is to install a uniform EMS system that can be maintained and serviced by District maintenance staff and will include monitoring software. Last year the District had only enough resources to replace the EMS equipment at 6 schools. Funds have been identified in the current year to replace the equipment at the balance of schools which include: Bohn; Central; Jacobson; McKinley; North; Poet; Villalovoz; and Ducan-Russell.

FUNDING: Funding in the amount of \$666,766.00 comes from a combination of sources which include: Deferred Maintenance; General Fund; and Redevelopment Revenue.

RECOMMENDATION: Approve Contract with L&H Airco to Complete the Energy Management Systems Replacement.

Prepared by: Denise Wakefield, Director of Facilities

AGREEMENT

THIS AGREEMENT, dated the _____ day of _____, 200_, in the County of San Joaquin, California, (representing the State Allocation Board, State of California) by and between the Tracy Joint Unified School District, hereinafter referred to as "DISTRICT" or "OWNER" and Sacramento Cooling Systems, Inc. dba L&H Airco, hereinafter referred to as "CONTRACTOR

WITNESSETH:

That the DISTRICT and the CONTRACTOR, for the consideration stated herein, agree as follows:

1. Contract:

The complete contract includes all of the contract documents, including the Notice to Contractors Calling For Bids, Information for Bidders, Bid Form, Designation of Subcontractors, Information Required of Bidder, Contractor Pre qualification Documents if required, Contractor's Certificate Regarding Workers' Compensation, Change Order Form, Shop Drawing Transmittal Form, Non-collusion Affidavit, Drug-Free Workplace Certification, Criminal History Clearance Certificate, Disabled Veteran Business Enterprises Documentation, Guarantee, Performance Bond, Payment Bond, Insurance Policies, General Conditions, Special Conditions if any, Plans, Drawings, Specifications, this Agreement, and all modifications and Addenda thereto, and by this reference are incorporated herein. The contract documents are complementary, and what is called for by any one shall be as binding as if called for by all.

2. Statement of Work:

CONTRACTOR shall perform that work designated in CONTRACTOR's Bid Form that constitutes at least 15% of the total work, exclusive of supervisory and clerical work, without the services of any subcontractor. CONTRACTOR shall perform within the time set forth in Paragraph 4 of this Agreement everything required to be performed, and shall provide and furnish all the labor, materials, necessary tools, expendable equipment, and all utility and transportation services as described in the complete contract and required for the public works project described as follows: New Energy Management System at Various School Sites Phase II, in accordance with drawings prepared by Axiom Engineers dated September 26, 2006 and specifications prepared by Tracy Unified School District dated October 20, 2007. All of said work to be performed and materials to be furnished shall be completed in a good workmanlike manner in strict accordance with the Plans, Drawings, Specifications and provisions of the complete contract as herein above defined. The CONTRACTOR shall be liable to the DISTRICT for any damages arising as a result of a failure to fully comply with this obligation, and the CONTRACTOR shall not be excused with respect to any failure to so comply by any act or omission of the Architect, Engineer, Inspector, Division of the State Architect, or representative of any of them, unless such act or omission actually prevents the CONTRACTOR from fully complying with the requirements of the documents, and unless the CONTRACTOR protests at the time of such alleged prevention that the act or omission is preventing the CONTRACTOR from fully complying with the contract documents. Such protest shall not be effective unless reduced to writing and filed with the DISTRICT office within three (3) working days of the date of occurrence of the act or omission preventing the CONTRACTOR from fully complying with the contract

documents. Each subcontract shall contain all of the termination provisions set forth in the Contract, which shall be applicable to all work performed by subcontractors.

3. Compensation:

DISTRICT shall pay to the CONTRACTOR, as full consideration for the faithful performance of the contract, subject to any additions or deductions as provided in the contract documents, the sum of Six Hundred Sixty Six Thousand Seven Hundred Sixty Six Dollars, (\$666,766.00) said sum being the total amount of the following amounts stipulated in the bid.

4. Time for Completion:

The Contractor shall prosecute the Work in a prompt, diligent and workmanlike manner. The work shall be commenced on or about the date stated in the DISTRICT's Notice to Proceed and shall be completed no later than 210 calendar days after the Notice to Proceed date. Said Notice shall not require that work be commenced less than five (5) calendar days from the date of issuance and receipt of said notice.

5. Project Hours/Instructions:

All classroom work must be done after school hours, on weekends and/or holidays. All HVAC Systems shall remain operable during the course of installation.

6. Liquidated Damages:

Time is of the essence. If the work is not completed in accordance with Paragraph 4 above, it is understood that the DISTRICT will suffer damage. It being impractical and infeasible to determine the amount of actual damage, in accordance with Government Code section 53069.85 it is agreed that CONTRACTOR shall pay to DISTRICT as fixed and liquidated damages, and not as a penalty, the sum of Five Hundred Dollars (\$500.00) for each calendar day of delay until work is completed and accepted. This amount shall be deducted from any payments due to or to become due to CONTRACTOR. Contractor and CONTRACTOR's surety shall be liable for the amount thereof. Time extensions may be granted by the DISTRICT as provided in Article 63 of the General Conditions.

7. Indemnification:

The CONTRACTOR agrees to and does hereby indemnify and hold harmless the DISTRICT, its officers, agents, and employees from every claim or demand made, and every liability, loss, damage, or expense, of any nature whatsoever, which may be incurred by reason of:

- (a) Liability for damages for (1) death or bodily injury to person; (2) injury to, loss or theft of property; or (3) any other loss, damage or expense arising under either (1) or (2) above, sustained by the CONTRACTOR or any person, firm or corporation employed by the CONTRACTOR upon or in connection with the work called for in this Agreement, except for liability resulting from the sole negligence or willful misconduct of the DISTRICT, its officers, employees, agents or independent contractors who are directly employed by the DISTRICT, and except for liability resulting from the active negligence of the DISTRICT.

- (b) Any injury to or death of persons or damage to property caused by any act, neglect, default or omission of the CONTRACTOR, or any person, firm, or corporation employed by the CONTRACTOR, either directly or by independent contract, including all damages due to loss or theft, sustained by any person, firm or corporation, including the DISTRICT arising out of, or in any way connected with the work covered by this Agreement, whether said injury or damage occurs either on or off school district property, if the liability arose from the negligence or willful misconduct of anyone employed by the CONTRACTOR, either directly or by independent contract, and not by the active negligence of the DISTRICT.

The CONTRACTOR, at CONTRACTOR's own expense, cost, and risk shall defend any and all actions, suits, or other proceedings that may be brought or instituted against the DISTRICT, its officers, agents or employees, or any such claim, demand or liability, and shall pay or satisfy any judgment that may be rendered against the DISTRICT, its officers, agents or employees in any action, suit or other proceedings as a result thereof.

8. Insurance:

CONTRACTOR shall take out, prior to commencing the work, and maintain, during the life of this contract, and shall require all subcontractors, if any, whether primary or secondary, to take out and maintain:

Public Liability Insurance
for injuries including
accidental death, to any
one person in an amount
not less than

\$ 1,000,000

and,

Subject to the same limit
for each person on account of
one accident, in an amount
not less than

\$ 1,000,000

Property Damage Insurance
in an amount not less than

\$ 1,000,000

Insurance Covering Special Hazards: The following special hazards shall be covered by rider or riders to above-mentioned public liability insurance or property damage insurance policy or policies of insurance, or by special policies of insurance in amounts as follows:

Automotive and truck where
operated in amounts as above.

Material hoist where used in
amounts as above.

9. Copies of Drawings and Specifications:

The number of copies of drawings and specifications to be furnished to CONTRACTOR free of charge, as provided in the General Conditions, is one (1) Additional copies may be obtained at cost of reproduction.

10. Required Number of Executed Copies:

The number of executed copies of the Agreement, the Contractor's Certificate, the Performance Bond and the Payment Bond required is two.

11. Inspector's Field Office is (none) square feet of floor area.

12. Substitution of Securities:

Pursuant to Section 22300 of the Public Contract Code, this Contract permits the substitution of securities for any monies withheld by the DISTRICT to ensure performance under this Contract. At the request and expense of the CONTRACTOR, securities equivalent to the amount withheld shall be deposited with the DISTRICT, or with a state or federally chartered bank in California as the escrow agent, who shall then pay such monies to the CONTRACTOR. Upon satisfactory completion of the Contract, the securities shall be returned to the CONTRACTOR. Alternatively, the CONTRACTOR may request and the DISTRICT shall make payment of retention earned directly to the escrow agent at the expense of the CONTRACTOR.

Securities eligible for investment under this section shall include those listed in section 16430 of the Government Code, or bank or savings and loan certificates of deposit. The CONTRACTOR shall be the beneficial owner of any securities substituted for monies withheld and shall receive any interest thereon.

13. Corporate Status:

If CONTRACTOR is a corporation, the undersigned hereby represents and warrants that the corporation is duly incorporated and in good standing in the State of _____, and that _____ whose title is _____ authorized to act for and bind the corporation.

14. Required Provisions:

Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon application of either party the Contract shall forthwith be physically amended to make such insertion or correction.

15. Entire Agreement.

The complete contract as set forth in Paragraph 1 of this Agreement constitutes the entire Agreement of the parties. No other agreements, oral or written, pertaining to the work to be performed under this contract, exists between the parties. This contract can be modified only by an agreement in writing, signed by both parties and pursuant to action of the Governing Board.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed.

DISTRICT

CONTRACTOR

By: _____

By: _____

Its: _____

Its: _____

Date: _____

Date: _____

Contractor's License No.

[Attach Notary Acknowledgment]

CORPORATE SEAL OF CONTRACTOR, (if corporation)



BUSINESS SERVICES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: Dr. Casey Goodall, Associate Superintendent for Business
DATE: November 15, 2007
SUBJECT: Approve Proposal for Architectural Services for Tracy High School Gymnasium HVAC Project

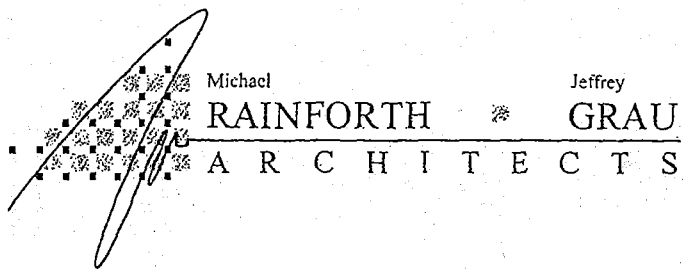
BACKGROUND: At the August 8, 2006 Board Meeting, the Board authorized the Assistant Superintendent of Business Services to enter into an Agreement with Rainforth Grau Architects to provide architectural services for the modernization of Tracy High School. As part of the modernization projects listed under Tracy High School in the voter approved Measure E which passed in June 2006, was renovation of heating, ventilation and air conditioning (HVAC) systems.

RATIONALE: There has always been a need at Tracy High School to install air conditioning in the Gymnasiums. Improving the HVAC systems was an important component of the modernization projects designated for Tracy High School. It has been determined that the HVAC renovation in the gymnasiums could be accomplished early on in the modernization phasing. This work could occur during summer break and not cause any disruptions to programs during the regular school year. Attached for approval is a proposal to begin developing the HVAC renovation plans and specifications as a separate project outside the full scope of modernization planning.

FUNDING: Funding for the architectural and engineering services in the amount of \$87,150 associated with HVAC renovation at the THS gymnasiums, will come from Measure E bond funds in addition to State School Facility Program modernization grants.

RECOMMENDATION: Approve Proposal for Architectural Services for Tracy High School Gymnasium HVAC Project

Prepared by: Denise Wakefield, Director of Facilities



Architecture & Planning ■

November 6, 2007

2407 J Street, Suite 202 ■

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

Sacramento, CA 95816-5020 ■

Attention: Denise Wakefield
Director, Facilities and Planning

(916) 368-7990 ■

Subject: Proposal for Architectural Services
Tracy High School Gymnasium HVAC Project

FAX: (916) 368-7996 ■

Dear Denise:

It was a pleasure meeting with Bill Willner, Tom Crites and members of your maintenance staff on October 24, 2007 to discuss the Tracy High School Gymnasium HVAC Project. Rainforth▪Grau▪Architects is pleased to respond with the following proposal:

I. Project Description:

The existing large gymnasium at Tracy High School was constructed circa 1950 and heated with a hot water boiler system. The girls' and boys' sub-gyms were constructed circa 1974 and connected to the boiler system. The boiler system was abandoned and ceiling-hung gas-fired heaters were installed. The large gymnasium has operable vents at each end but does not have air conditioning. The girls' sub-gym has ceiling exhaust fans. Approximately seven years ago a heating and air conditioning unit was installed at the boys' sub-gym.

The scope of this project is to install roof-mounted forced air systems that include both heating and air conditioning at the large gym, girls' sub-gym and large gym foyer. Two units are proposed at the large gym with ducting running east-west under the ridge. The girls' sub-gym and foyer will require one unit each.

Dave Weston of Weston & Associates proposes using fabric ducting that would be more economical and lighter than traditional metal ducting. In addition the fabric can be removed and cleaned by unzipping portions. For a little extra, the fabric can be ordered in green with yellow THS logos. Bill indicated that this

system has been used very successfully at his church but he would like additional information on its durability in a gym prior to approval.

The scope will also include the removal of abandoned equipment, piping, etc. in both gyms, the foyer and the boiler room. It was stated that all hazardous materials requiring abatement have been removed from the boiler with the exception of the bricks in the two boilers. The district will provide a report of all areas included in this project and handle the removal of the bricks separate from this work.

Also included in this contract is the removal of failing plaster at the soffits of the large gym. An alternative material will replace the plaster.

The project will be submitted to DSA for approval.

The budget for this project is approximately \$800,000, including all costs.

II. Observations / Thoughts:

The project scope appears to be reasonable within the proposed budget. However, additional discovery will be required to determine if assumptions made regarding structural and electrical work are valid.

III. Service Scope:

Our services will include the standard professional architectural services for the Tracy High School Gymnasium HVAC Project including planning, design, engineering, documents, DSA approval, bidding and construction administration.

Rainforth•Grau•Architects will utilize the services of the following consultants:

Structural Engineering	Colby Anderson of Anderson & Doig
Mechanical Engineering	David Weston of Weston & Associates
Electrical Engineering	Pete Johanson of Charles A. Martin & Associates

IV. Fees:

Architectural services will be provided for a lump sum of \$87,150. Reimbursable expenses will be billed per the attached Fee Schedule "U".

V. Exclusions From Services:

1. Topographic or boundary surveys
2. Seismic or lateral structural evaluations of entire existing buildings
3. Geohazards investigation and reporting
4. Storm Water Prevention Pollution Plans
5. Exhaustive evaluation of utility services and distribution/collection systems
6. Landscape architectural services

November 6, 2007
Proposal for Architectural Services
Tracy High School Gymnasium HVAC Project
Page 3

7. Updating of SP-1A Diagrams of Facilities Forms
8. Extraordinary efforts to search for facility data on existing sites and buildings
9. Assessment, testing or removal of hazardous materials (other than lead paint)
10. Services or activities not specifically noted above

VI. Proposed Schedule:

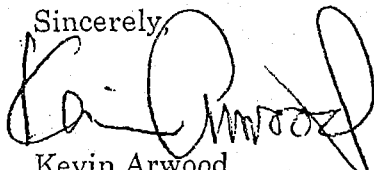
While it is unreasonable to predict every event of a project, we have outlined a schedule as indicated below. Critical to this process will be the participation of the parties (owner, users, etc.) and their ability to make timely and decisive decisions.

Programming / Schematic Design	October 24 – November 23, 2007
Preliminary Approval of Agreement	November 12, 2007
District Approval of Agreement	November, 2007
Construction Documents:	November 26, 2007 – January 4, 2008
DSA Approval:	January 9 – April 25, 2008
Bidding:	May, 2008
Construction:	June - August, 2008
Project Close-out	August 19 - 28, 2008
Occupancy:	August 29, 2008

If the preceding proposal is acceptable then please sign the enclosed Agreements and return one original to our office.

We appreciate the continuance of our relationship with you and the Tracy Unified School District and once again look forward to this exciting project.

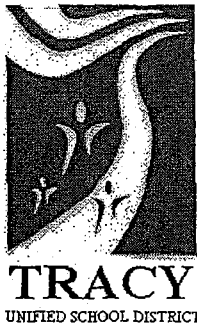
Sincerely,



Kevin Arwood
Architect, Studio Leader

Enclosures

pc: Bill Willner, Tracy Unified School District
Tom Crites, RGM Associates
Colby Anderson, Anderson & Doig
Dave Weston, Weston & Associates
Pete Johanson, Charles A. Martin & Associates
Michael Rainforth, Rainforth Grau Architects
Jeffrey A. Grau, Rainforth Grau Architects
Stefanie Barroga, Rainforth Grau Architects



BUSINESS SERVICES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: Dr. Casey Goodall, Associate Superintendent for Business
DATE: November 19, 2007
SUBJECT: Approve Proposal for Facility Condition Assessment with RGM and Associates

BACKGROUND: In 1997 a comprehensive facilities assessment was completed for all TUSD schools by Rainforth Grau and Associates with the assistance of a planning and engineering firm, Associated Professions Inc. At that time, the purpose of the assessment was to identify the projects that would be included in the project lists for subsequent bond measures. Unfortunately these bond measures failed to gain local support. The documents were then used to help identify serious facilities deficiencies that could be addressed with limited deferred maintenance funds.

Although some of the items in the 1997 assessments have been completed, a revised assessment is necessary to identify those items that have not complete and also indicate any new deficiencies that need to be added to the list.

RATIONALE: As most of TUSD's capital resources will be depleted with the construction of Kimball High School, and new information suggests there may be potential budget cuts that could impact the State's matching contribution to the Deferred Maintenance Program, staff would like to identify and prioritize our facilities needs to be completed with the limited funds we have available. Since RGM and Associates has assisted the District with a number of projects at almost all of our school sites, they have considerable knowledge of our current needs and would provide a more in depth assessment to assist District staff with identifying high priority projects.

FUNDING: Funding for the proposed Needs Assessment will come from a combination of funds including: Developer Fees, General Fund Facilities accounts, Redevelopment Revenue and reimbursement from future facilities bond measures.

RECOMMENDATION: Approve Proposal for Facility Condition Assessment with RGM and Associates.

Prepared by: Denise Wakefield, Director of Facilities

November 15, 2007



Denise Wakefield
Director of Facilities
Tracy Unified School District
1875 W. Lowell Ave
Tracy, CA 95376

CONSTRUCTION
MANAGERS

CONTRACTORS

BUILDERS

Re: Facility Condition Assessments

Dear Denise:

We are pleased to provide the following proposal for a Facility Condition Assessment at 21 school sites for the Tracy Unified School District. The purpose of this Facility Condition Assessment is to provide a general overview of each school's site's current and future needs, as well as a general cost estimate with respect to those needs. The school sites to be included in the Facility Condition Assessment are: Bohn Elementary, Central Elementary, Delta Island, Duncan-Russell Continuation High, Freiler, Hirsch Elementary, Jacobson Elementary, Kelly, McKinley, Monte Vista Middle, North Poet-Christian, South/West Park Elementary, Stein Continuation High, Villalovoz Elementary, West High, Institute for Global Commerce & Government, Williams Middle, Willow Community Day and Tracy Learning Center (Clover).

Scope of Services:

- 1.0 Perform site assessments that review existing facility conditions. Evaluate sites for infrastructure and modernization needs.
- 2.0 Review specific facilities related district documents to assist with the evaluation of infrastructure and modernization needs (Roofing reports, AHEA reports, previous site assessment reports from Rainforth/Grau etc.)
- 3.0 Meet with Maintenance personnel to review any new standards for building systems.
- 4.0 Meet with ISET personnel to review any new standards for Security Systems, video distribution, data and other

RGM and ASSOCIATES
3230 Monument Way
Concord, CA 94518

Phone: (925) 671-7717
Fax: (925) 671-7788

Email: acontinente@earthlink.net
CSL# 509513

5.0 Prepare a report that identifies items that need modernization or will require work due to ADA, DSA requirements, building system upgrades and technology upgrades as requested by the District.

6.0 Provide cost estimate associated with modernization work items.

Compensation:

Time and expense billing of a Not to Exceed amount of \$64,928.00 at the rates shown in the attached Budget Estimate dated November 15, 2007.

Should you have any questions, please feel free to contact me at 925.766.4107.

Sincerely,



Anthony Contiente
Project Manager

Attachment: November 15, 2007 Budget Estimate

Tracy Unified School District
 Facilities Assessment
 Budget Estimate
 15-Nov-07

Site Assessments:

	Days	Hours	Rate	Cost
Bohn Elementary School (K-5)	1	8	\$115	\$920
Central Elementary School (K-5)	1	8	\$115	\$920
Delta Island School (K-5)	1	8	\$115	\$920
Duncan-Russell Continuation High School (10-12)	1	8	\$115	\$920
Freiler School (K-8)	1	8	\$115	\$920
Hirsch Elementary School (K-5)	1	8	\$115	\$920
Jacobson Elementary School (K-5)	1	8	\$115	\$920
Kelly School (K-8)	0.5	4	\$115	\$460
McKinley Elementary School (K-5)	1	8	\$115	\$920
Monte Vista Middle School (6-8)	1	8	\$115	\$920
North School (K-8)	1	8	\$115	\$920
Poet-Christian School (K-8)	1	8	\$115	\$920
South/West Park Elementary (K-2)	0.5	4	\$115	\$460
South/West Park Elementary (3-5)	0.5	4	\$115	\$460
Stein Continuation High School (11-12)	1	8	\$115	\$920
Villalovoz Elementary School (K-5)	1	8	\$115	\$920
West High School (9-12)	1.5	12	\$115	\$1,380
Institute for Global Commerce & Government	0.5	4	\$115	\$460
Williams Middle School (6-8)	1	8	\$115	\$920
Willow Community Day School (7-10)	1	8	\$115	\$920
Tracy Learning Center (Clover) (K-12)	1	8	\$115	\$920

Sub Totals \$17,940

District Document Review:

Roofing Reports
 Rainforth/Grau Reports
 AHRA Reports

21 Sites @ 6 Hours Each 126 \$115 \$14,490 \$14,490

Estimating-Cost Opinions:

21 Sites @ 10 Hours Each 210 \$115 \$24,150 \$24,150

Report Writing

52.5 Hours @ \$115 \$6,038
 42 Hours @ \$55 \$2,310

Sub Totals \$8,348

Project Total: \$64,928