

NOTICE
REGULAR MEETING OF THE GOVERNING BOARD

TRACY UNIFIED SCHOOL DISTRICT

DATE: TUESDAY, FEBRUARY 26, 2008

**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/ 106, 107, 108, 109, 110, 11, 112, 113, 114, 115, 116, 117, 118, 120, 121, 126

3.1.2 PE Exemption Request – WHS #1022522

Action: Motion__; Second___. Vote: Yes __; No __; Absent __; Abstain __.

3.2 Human Resources:

3.2.1 Consider the Non-Reelection of Probationary Certificated Employees: #UC-519, #UC-520, #UC-521, #UC-522, #UC-523, #UC-524, #UC-525, #UC-526, #UC-527, #UC-528, #UC-529, #UC-530, #UC-531, #UC-532, #UC-533, Pursuant to Education Code Section 44929.21(b)

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 # FF07-08/106, 107, 108, 109, 110, 11, 112, 113, 114, 115, 116, 117, 118, 120, 121, 126

Action: Motion___; Second___. **Vote:** Yes ___; No___; Absent___; Abstain ___.

6b Report Out of Action Taken on PE Exemption Request – WHS #1022522

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

6c Report Out of Action Taken on Consider the Non-Reelection of Probationary Certificated Employees: #UC-519, #UC-520, #UC-521, #UC-522, #UC-523, #UC-524, #UC-525, #UC-526, #UC-527, #UC-527, #UC-528, #UC-529, #UC-530, #UC-531, #UC-532, #UC-533, Pursuant to Education Code Section 44929.21(b)

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

7. Approve Regular Minutes of February 12, 2008.

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Action: Motion___; Second___. **Vote:** Yes ___; No___; Absent___; Abstain-___.

8. Student Representative Reports: Tracy High: Alaina Bassett; West High: Naficeh Dastgheyb, Stein: Victoria Bandy; Monte Vista: Celena Carrisosa, Faith Gerhart, Sahar Latifi, Prabjot Kaur; Williams Middle School: Brittany Calmes and Rabaab Mann.

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

9.1 Recognize and Congratulate Tracy High School Mock Trial Team for Capturing Top Honors at the 2008 San Joaquin County Mock Trial Competition.

9.2 Recognize and Congratulate County High School Honor Band, County Middle School Honor Band, County High School Honor Choir, County Middle School Honor Choir, Central Regional Honor Choir, California All-State Honor Choir, Northern California Honor Band and California All-State Honor Band TUSD Students for Their Outstanding Achievements

9.2 Bohn School Site Update on Achievements & Activities

9.3 Monte Vista School Site Update on Achievements & Activities

10. Hearing of Delegations: Anyone wishing to address the Governing Board on a non-agenda item may be heard at this time. Presentations shall be held to a reasonable length, normally not to exceed five (5) minutes. If formal action is required, the item will be placed on a future agenda and action will be taken at a future date. If information or a report is requested, the request for it must also be submitted in writing to the superintendent. (Please complete a speaker's card at the secretary's desk).

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

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

person the right to pursue legal recourse against you, there is a taped record of this meeting. **Pg. No.**
 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:

- | | | |
|--------|---|---|
| 11.1.1 | Receive Update on High School Attendance Boundary | 7 |
| 11.1.2 | Receive Report on Governor's Budget Proposal | 8 |

11.2 Educational Services:

- | | | |
|--------|---|------|
| 11.2.1 | Receive Report on Migrant Education's Experience in Democracy Academy | 9-12 |
|--------|---|------|

12. PUBLIC HEARING:

12.1 Administrative & Business Services:

- | | | |
|--------|---|----|
| 12.1.1 | Open Public Hearing Regarding the Tracy Unified School District Storm Water Management Plan | 13 |
|--------|---|----|

- 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 | 14-15 |
| 13.1.2 | Ratify Measure E Related Expenditures and Notice of Completions Which Meet Criteria for Board Review and Approval | 16-17 |
| 13.1.3 | Approve Accounts Payable Warrants Reports for January, 2008 (Under Separate Cover) | 18 |
| 13.1.4 | Approve Revolving Cash Fund Reports for January, 2008 | 19-22 |
| 13.1.5 | Approve Monthly Budget Adjustment Report-January, 2008 | 23-27 |
| 13.1.6 | Adopt Resolution No. 07-21 to Excuse Meeting Absence of Board Member | 28-29 |

13.2 Educational Services:

- | | | |
|--------|---|-------|
| 13.2.1 | Approve Overnight Travel for Three Tracy High School Science Students and One Chaperone to Participate in the Junior Science and Humanities Symposium in Monterey, CA, on March 13-15, 2008 | 30 |
| 13.2.2 | Ratify Service Agreement with San Joaquin County Office of Education for Artist David Vallejo to Provide Artist in Residence to George Kelly Elementary School First Grade Classes on February 5, 12, 19 and 26, 2008 | 31-34 |
| 13.2.3 | Approve Overnight Travel for West High School Dance Team to Attend USA Nationals Competition, March 6-8, 2008 in Anaheim, California | 35 |

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13.2.4	Approve Overnight Travel for West High School Black Student Union to Attend the United Black Student Unions of California Annual Convention in San Jose, California, March 14-16, 2008	36
13.2.5	Approve Overnight Travel to Concord for West High School Future Business Leaders of America Students to Attend the Central Section Leadership Conference, February 29 – March 1, 2008	37
13.2.6	Approve Service Agreement for Nancy Fetzner to Provide Four Full Days of Coaching for Teachers in Writing Strategies at Central School	38-41
13.2.7	Approve Participation in the State Summer School Program for 2008	42-43
13.3	Human Resources:	
13.3.1	Approve Classified, Certificated and/or Management Employment	44-45
13.3.2	Accept Resignations/Retirements/Leaves of Absence for Classified, Certificated, and/or Management Employment	46
13.3.3	Approve Service Agreement with Damio Towkaniuk (Tracy High) for the 2007-2008 Track Season	47-49
13.3.4	Approve Service Agreement with Dori Simson (West High) for the 2007-2008 Girls' Sophomore Basketball Season	50-52
13.3.5	Approve Service Agreement with Melanie Doyle (Tracy High) for the 2007-2008 Pep Squad	53-55
14.	Action Items: Action items are considered and voted on individually. Trustees receive background information and staff recommendations for each item recommended for action in advance of scheduled meetings and are prepared to vote with knowledge on the action items.	
14.1	Administrative & Business Services:	
14.1.1	Adopt Resolution No. 07-16 Authorizing the Imposition and Collection of Increased Developer Fees	56-63
Action:	Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain___.	
14.1.2	Approve Substitution of Sutter Foam & Coating with a Replacement Contractor as the Roofing Subcontractor for Tracy High School 40 Classroom Building	64-65
Action:	Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain___.	
14.1.3	Cast Ballot for CSBA 2006 Delegate Assembly Election	66-69
Action:	Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain___.	
14.1.4	Adopt Resolution No. 07-17; Intention of Tracy Unified School District Board of Education to Form a School Facilities Improvement District	70-76
Action:	Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain___.	
14.1.5	Authorize the Associate Superintendent for Business Services to Enter Into an Agreement with MyLunchMoney.Com to Allow Online Payment for Meals	77-80
Action:	Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain___.	
14.1.6	Adopt Resolution No. 07-20 on Governor's Proposed 2008-09 Budget	81-83
Action:	Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain___.	
14.2	Educational Services:	
14.2.1	Adopt Resolution No. 07-18 Establishing March as "Arts in Education Month"	84-86
Action:	Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain___.	

14.3 Human Resources:

14.3.1 Adopt Resolution No. 07-14 Authorizing Teachers to Teach Outside Their Major/Minor

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

14.3.2 Adopt Resolution No. 07-19 Authorizing Administrative Reassignments Effective the 2008-09 School Year

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

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87-89

90-92

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 March 11, 2008

17.2 April 8, 2008

17.3 April 22, 2008

17.4 May 13, 2008

17.5 May 27, 2008

17.6 June 10, 2008

17.7 June 24, 2008

18. Upcoming Events:

18.1 March 21-30, 2008

Spring Break, Traditional

18.2 March 21-24, 2008

Spring Break, YRE

18.3 May 26, 2008

No School, Memorial Day

18.4 May 31, 2008

Graduation: THS 8:30 a.m.; WHS 10:30 a.m.

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, February 12, 2008**

- 5:30 PM:** President Vaughn called the meeting to order and adjourned to closed session.
- Roll Call:** Board: G J. Feller, T. Guzman, T. Hawkins, K. Lewis, J. Vaughn
Absent: B. Swenson, C. Crandall
Staff: J. Franco, J. Mousalimas, S. Harrison, C. Goodall, B. Etcheverry.
- 7:09 PM:** President Vaughn called the Tracy Unified School District Board of Education to order and led those present in the Pledge of Allegiance.
- Closed Session:** **6a** Action on Findings of Fact # FF07-08/71, 73, 74, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 98, 99, 100, 101, 103, 104, 105
Action: Lewis, Guzman. **Vote:** Yes-5; No-0; Absent-1(Crandall, Swenson)
6b Report Out of Action Taken on Application for Enrollment – AFE#07-08/4
Action: **Vote:** Yes-5; No-0; Absent-2(Crandall, Swenson)
6c Report Out of Action Taken on Consider Leave of Absence Request for Classified Employee #UCL-109, Pursuant to Article XXIII
Action: Approved. **Vote:** Yes-5; No-0; Absent-2(Crandall, Swenson)
- Employees Present:** J. Cardoza, D. Wakefield, J. Jenson, K. Cowden, J. Wichman, P. Furtado, N. Kettner, G. Wells, L. Villasenor, J. Heerema, K. Fistolera, D. Cheeseman, M. Belasco, J. Viera, C. Johannes, D. Brockett, R. Soto, C. Andersen-Woo, R. Call, J. Carter, S. Sievers, D. Alfaro, J. Baca, M. Batrez, B. Maslyar, C. Wyant, J. Lopez, R. Nicolaysen, K. Inouye, C. Davenport, J. Cornish-Bowden, R. Garcia, M. Silveira, V. Carranza, B. Carter, R. Rios, V. Garcia, K. Walker, P. Hall, J. McVey, G. Krebs, B. Willner
- Press:** J. Eddy, Tracy Press
- Visitors Present:** R. Cole, S. Rivas, D. Rosas, P. Holtz, L. Charles, B. Cortes
- Minutes:** **Approve Regular Minutes of January 22, 2008.**
Action: Guzman, Hawkins. **Vote:** Yes-4; No-0; Absent-2(Crandall, Swenson); Abstain-1(Lewis).

Approve Special Minutes of January 29, 2008.

Action: Lewis, Guzman. **Vote:** Yes-5; No-0; Absent-2(Crandall, Swenson)

**Student
Representative
Reports:**

None.

**Recognition &
Presentation:**

9.1 Recognize Retiree

Dr. Franco and President Vaughn presented Joe Vieira with a certificate. He has been with the district since 1998.

9.2 Recognize Outstanding Employees of the Winter Term for the 2007-08 School Year

The following employees of the term were recognized and presented with a certificate: Lucy Villasenor (K-5 classified); Debbie Brockett (6-8 classified); Jessica Baca (9-12 classified); Molly Batrez (K-5 certificated); Carol Wyant (6-8 certificated); Juan Lopez (9-12 certificated); Gloria Wells (classified management).

9.3 Recognize and Congratulate 2006-2007 Cesar E. Chavez Memorial Student Winners Samantha Rivas, Isidro Rosas and Roxann Cole and their Teachers, Blanca Cortes, Linda Fresquez and Joy Cornish-Bowden.

Assistant Superintendent of Educational Services, Dr. Sheila Harrison recognized Cesar Chavez student winners and their teachers. The purpose of this award is to provide recognition for students and their teachers in honor of the memory of Cesar Chavez. Dr. Franco and President Vaughn presented them with certificates.

9.4 Congratulate and Recognize Stein High School Student Latawni Charles and her English Teacher Carrie Davenport for Winning a Creative Communications Poetry Contest

Latawni Charles and teacher, Carrie Davenport were recognized. Latawni recited her poem "I'm just another sad love song".

Trustee Hawkins left the meeting at 7:45 p.m. and did not return.

9.5 South West Park School Site Update on Achievements & Activities

Principal Ramona Soto presented a DVD about direct instruction coaching. Teachers, Renee Rios, Vanessa Garcia and Kim Walker also contributed to the presented which showed lessons and teachers observing the lessons. A power point was also shown. SWP will become an elementary model school

for direct instruction. Schools from other districts will visit their site and observe.

9.6 Poet Christian School Site Update on Achievements & Activities

Principal, Bill Maslyar, presented power point on Poet Christian. He reviewed their AYP targets and API scores which increased from 738 to 746. He also reviewed their attendance percentages, staff development and school focus. He explained their visual and performing arts program and gave the dates of their upcoming performances. PC focuses on building a positive school community and getting parents involved with activities and assemblies.

Hearing of Delegations

10. TEA President, Steve Sievers, is aware that it takes a village to provide an education. They have come up with a platform of what they feel is appropriate and think they cuts should be as far away from the students as possible. Not one qualified teacher should be given notice. They do not believe in eliminating K-3 CSR, nor should class size be increased in grades 4-12 . He realizes that everyone in the district is important, but they do not want any cuts to affect a teacher or student.

Information & Discussion Items:

11.1 Administrative & Business Services:

11.1.1 Receive Report on Consolidated Application Waiver Request

Associate Superintendent of Business Services, Dr. Casey Goodall, and Director of Finance, Reed Call, reviewed and explained the reasons for this waiver.

11.1.2 Receive Report on 2008-09 District Budget

Superintendent, Dr. James Franco reported that the District is extremely concerned about budget. We are expected to reduce 6-7 million dollars from our budget. We need to approve our budget in June and the state budget probably won't be approved until the fall. We are being as pro active as we can. The District Budget Advisory Committee which includes staff, board members, parents and community and the District Management Team and TEA and CSEA will provide formal input on suggested reductions. The Finance Department will review all suggestions. These decisions are painful as these are challenging times.

Associate Superintendent, Dr. Casey Goodall then presented a power point which reviewed the Governor's budget. He also explained the reduction process they would be implemented over the next few years. He reviewed the Fiscal Review Team's suggested list of reductions. Trustee Feller commented that any

and all reductions will eventually affect the students in some way.

Dr. Franco reviewed a power point showing the budget reduction process and timeline.

11.2 Educational Services:

11.2.1 Receive Update on Quarterly Williams Uniform Complaint Reports for Quarter Ending January 15, 2008

Assistant Superintendent of Educational Services, Dr. Sheila Harrison reviewed the report.

11.2.2 Receive Report on the Valenzuela Settlement Regarding CAHSEE Testing

Director of Curriculum, Accountability and Continuous Improvement, Carol Anderson-Woo and Assistant Superintendent of Educational Services, Dr. Sheila Harrison, presented power point on the background and implementation of this settlement. This will require districts who receive funding for intensive instruction and services to offer services to students who did not pass the CAHSEE by the end of grade 12 and provides for oversight by the county.

Trustee Lewis left the meeting at 9:13 p.m.

Trustee Lewis returned to the meeting at 9:15 p.m.

Public Hearing: 12.1 None.

Consent Items:

Action: Item 13.1.6 was pulled. Lewis, Guzman.
Vote: Yes-4; No-0; Absent-3(Crandall, Hawkins, Swenson)

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 Approve Assembly Vendors and Site Assembly Utilization Calendars

13.1.4 Accept Donations

13.1.5 Accept the Annual Report on the Collection and Expenditure of Development Fees for Fiscal Year 2006-07

13.1.6 Accept the 2006-07 Independent Annual Financial Audit and Performance Audit for Measure E General Obligation Bonds; and Approve and Award the Annual Financial and Performance Audits for the Fiscal Year Ending June 30, 2008

This was pulled from the consent and voted on separately.
Peter Holtz gave a report.

Lewis, Guzman. **Vote:** Yes-4; No-0;

Action: Absent-3(Crandall, Hawkins, Swenson)

13.2 Educational Services:

13.2.1 Approve Service Agreement for Nancy Fetzer to Provide Writing Strategies for Teachers at Poet-Christian School on August 6 or 13, 2008, September 16-19, 2008 and January 20-23, 2009

13.2.2 Approve Overnight Travel for One Tracy High Student to Attend the CBDA All-State Honor Band in Fresno, CA on February 20-23, 2008

13.2.3 Approve Service Agreement for Reverend Kyles to Speak on March 17-18, 2008, in Recognition of Black History Month at Tracy High School, Williams Middle School and ICGC

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. 07-15 Finding That the Theater Complex at West High School Qualifies as a Categorical Exemption from California Environmental Quality Act

Action: Lewis, Guzman. **Vote:** Yes-4; No-0;
Absent-3(Crandall, Hawkins, Swenson)

14.1.2 Approve Permit with San Joaquin Council of Governments for Habitat Mitigation on Kimball High School Site

Action: Guzman, Lewis. **Vote:** Yes-4; No-0;
Absent-3(Crandall, Hawkins, Swenson)

14.1.3 Approve the City of Tracy Public Agenda Offsite Improvement Agreement for Kimball High School on Lammers Road South of 11th Street

Director of Facilities, Denise Wakefield, submitted revised agreements.

Action: As amended. Lewis, Guzman. **Vote:** Yes-4; No-0;
Absent -3(Crandall, Hawkins, Swenson)

14.1.4 Approve the City of Tracy Public Agency Deferred Improvement Agreement for Kimball High School on Lammers Road South of 11th Street

Director of Facilities, Denise Wakefield, submitted revised agreements.

Action: As amended. Lewis, Guzman. **Vote:** Yes-4; No-0;
Absent-3(Crandall, Hawkins, Swenson)

- 14.1.5** Adopt Resolution No. 07-17 Intention to Form a School Facilities Improvement District
Action: This item was pulled from the agenda. A legal description needs to be added.
- 14.1.6** Approve and Award the Contract for the Hawley Westlake Building Modernization and Classroom Conversion
Lisa Vigil and Don Hughes, both members of the Carpenter Union, Local 25 spoke in support of McFadden Construction.
Action: Lewis, Guzman. **Vote:** Yes-4; No-0; Absent-3(Crandall, Hawkins, Swenson)
- 14.2 Educational Services:**
- 14.2.1** Acknowledge Revisions to Administrative Regulation 1312.4 Williams Uniform Complaint Procedures
Action: Guzman, Lewis. **Vote:** Yes-4; No-0; Absent-3(Crandall, Hawkins, Swenson)

Board Reports:

Trustee Lewis attended the fiscal review team meeting last Friday. There were a lot of ideas thrown around. One that was not on there was an incentive for ADA to generate more money. Trustee Feller appreciates Bill Maslyar for always showing enrollment and attendance and it is always upper most in his mind. Trustee Guzman participated on principal interviews and also attended the Hispanic College and Job Fair. He enjoyed the Tracy Area Honor Band concert and also attended The Learning Center board meeting. Trustee Vaughn participated in the student leadership conference at Tracy High on January 30th. Students met with leaders from the community. There will be a college fair on March 15th at West High put on by the San Joaquin College Exposition Coalition. It will feature some of the historically black colleges as well as some of our local colleges. The keynote speaker is from San Diego and will speak about getting through the application process.

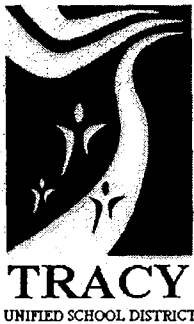
Superintendent Report:

Dr. Franco attended the Every Student Succeeds Breakfast this morning. He thanked Paul Hall who helped recruit six students. He also attended the Latino College Fair and the district middle schools and the county honor band/choir concert. There were 41 participants from Tracy Unified. The Board will be busy reviewing reports from the naming the facilities committee. The Boundary Committee is also working hard on our new high school boundaries. He thanked James for helping with the student leadership conference.

9:43 P.M.
Adjournment.

Clerk

Date



BUSINESS SERVICES MEMORANDUM

To: Jim Franco, Superintendent
From: Casey Goodall, Associate Superintendent for Business Services
Date: February 19, 2008
Subject: Receive Update on High School Attendance Boundary

BACKGROUND: In November of 2007, the Board received a report on the Superintendent's plan to form a High School Attendance Boundary Committee. The purpose of the Committee was to analyze enrollment projections for the high schools and consider school capacity issues when proposing new attendance boundaries for West High School, Tracy High School, and John C. Kimball High School.

RATIONALE: The Boundary Committee is scheduled to finalize a boundary proposal on February 20, 2008. The Committee's recommendation will be presented at the Board meeting. The next step in the boundary development process is for District staff to conduct public meetings to collect feedback and input from the community. These meetings will be conducted at:

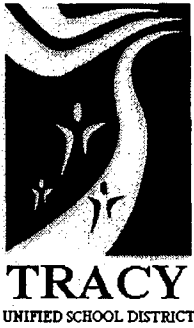
Monte Vista Middle School	March 5	7:00 pm
Williams Middle School	March 12	7:00 pm
Poet-Christian K-8 School	March 19	7:00 pm
Art Freiler K-8 School	April 2	7:00 pm

At the conclusion of these meetings, the Boundary Committee will reconvene to consider input gained at the public meetings. A final proposal will be presented to the Superintendent following the final Committee meeting. The Superintendent will present a proposal to the Board on May 13th. The Board will be asked to adopt High School boundaries on May 27th.

FUNDING: N/A

RECOMMENDATION: Receive Update on High School Attendance Boundary

Prepared by: Casey Goodall – Associate Superintendent for Business Services



BUSINESS SERVICES MEMORANDUM

To: James Franco, Superintendent
From: C. Goodall, Assistant Superintendent for Business
Date: February 19, 2008
SUBJECT: Receive Report on 2008-2009 District Budget

BACKGROUND: At the February 12 Board meeting, staff presented an update on the State budget, and the likely impacts on Tracy Unified School District. A timeline was presented, in which a District Budget Advisory Committee and the District Management Team will hear background, and add ideas to the budget reduction list.

RATIONALE: The Budget development process includes frequent meetings. Updates will be provided at each Board meeting.

FUNDING: The exact impact to the District budget is not yet known. Current estimates are that the proposed changes to the State budget will result in reductions of approximately \$7.2 million.

RECOMMENDATION: Receive Report on 2008-2009 Governor's Budget Proposal



EDUCATIONAL SERVICES MEMORANDUM

To: Dr. James Franco, Superintendent
From: *SH* Dr. Sheila Harrison, Assistant Superintendent of Educational Services
Date: February 12, 2008
Subject: Receive Report on Migrant Education's Experience in Democracy Academy.

BACKGROUND: The Migrant Education Region 23 sponsors an educational program for migrant students where 30 students from our region travel to Washington D.C. to participate in a one week residential leadership academy at the Bert Corona Leadership Institute. Two migrant students from Tracy Unified will be invited to participate. Students will fly to the nation's capitol accompanied by adult chaperones. While there, the students will participate in workshops focused on public policy, grass roots development, labor, business, and advocacy. They will also be expected to take part in individual and group presentations as part of the training. In addition, students will also discuss and debate pertinent social issues and form an agenda that will be developed into speaking points. These speaking points will be presented to congressional representatives of both the House of Representatives and the Senate. The one-week training is intended to teach students the democratic process through a hands-on approach. Migrant Education Region 23 managers and staff will supervise the students through out the entire activity and will maintain a 1:10 adult to student ratio. Student selection will include an application and interview.

RATIONAL: This report highlights the educational opportunities provided to migrant students through Migrant Education Region 23 and the Experience in Democracy Academy. This supports Strategic Goal #1: Provide a variety of learning opportunities in safe, caring learning environments in order to improve student achievement.

FUNDING: Migrant Education Region 23 covers the cost. There is no cost to the District.

RECOMMENDATION: Receive Report on Migrant Education's Experience in Democracy Academy.

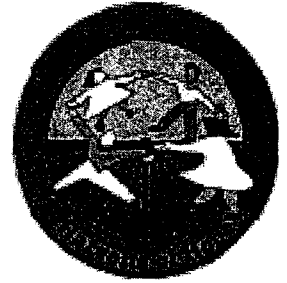
Prepared by: Carol Anderson-Woo, Director of Curriculum, Accountability & Continuous Improvement



FREDRICK A.
WENTWORTH
County Superintendent

**San Joaquin County Office of Education
Migrant Education Program, Region 23**

Olivia Sosa, Director III
Margaret Huerta-Salazar Director II



MEMO

To: All interested parties
Date: 9/26/07
From: Manuel Nuñez
Re: Experience in Democracy Academy

Migrant Education Region 23
San Joaquin County Office of Education
Bert Corona Leadership Institute
Experience in Democracy Academy

Program dates for 2007-2008 School Year:
Session 1 • March 16-22 (Area 1)
Session 2 • June 15-24 (Areas 2-6)

Number of participants per trip:

Thirty migrant students will be accompanied by three chaperones (1 certificated and 2 staff). Students must complete a biographical essay and be nominated by a teacher, counselor or Community organization member and go through a student interview before he or she is selected to attend this activity.

A migrant Education manager will be on call as the primary contact at the region during the duration of this activity.

Cost per student

\$2,300.00

Program fees include tuition, meals, housing, youth tours, supplies, and air travel.

Migrant Education Region 23 covers the cost per student.

Bert Corona Leadership Institute

Carries Liability Insurance up to 1 million dollars

Emergency Medical insurance covers up to \$1000 for injuries that may occur during the program.

Nearest medical center

The Washington Hospital Center
110 Irving Street, NW • Washington, DC 20010
Washington Hospital Center • (202) 877-7000

Program Design

The Experience in Democracy Method

The Experience in Democracy Leadership Program prides itself in teaching American civics by exposing participants to the inner workings of the national government, labor, and business organizations, combined with leadership training and academic enhancement.

The key objectives are:

1. To strengthen civic participation.
2. To teach skills necessary to communicate and advocate effectively to elected officials at the national and local level.
3. To strengthen and enhance academic skills.
4. To develop leadership within migrant and immigrant communities.
5. To increase self esteem.

American Government and Civic Education;

Power to Participate: Civic Education & Democracy

Our program uses modules, workshops, and seminars designed to teach and enhance understanding of: Personal Power, the Political Process, and How Government Works; Leadership and Economic Advancement

Observing, Developing Agendas, and Hands-on Experiential Learning

Students spend a full day developing personal and group agendas that they use to communicate to their own congressional representatives, as well as agency leaders. Agendas represent their community concerns and become their key focus of their week in Washington. Delegates spend a minimum of 3 days interacting and meeting with congressional representatives, US agencies, business, banking, and labor organizations.

Strengthening State and Federal Academic Standards

Reading, Writing, and Public Speaking

Delegates are required to read curriculum materials and prepare letters and agendas in preparation to present to congressional representatives and US agency officials during meetings.

Exploring Mathematics and Science

Students are provided with seminars and hands-on examples of how mathematics and science are used in a real world environment with visits to locations such as the US Department of Agriculture Research Laboratories and the Air and Space Museum.

Computer Literacy and the Digital Divide

Working in partnership with IBM, BCLI's computer center supports the EIDLDP focus on teaching civics and government thru use of the Internet to communicate with Congress via email and the Internet.

Special Sessions

Financial Literacy

Working closely with federal agencies, banking, and community organizations to promote education in financial literacy and encouraging participants to become participants in mainstream banking and financial planning.

Health Education

BCLI Works closely with health educators and organizations to keep participants on the cutting edge of the latest developments in community health.

Labor and Business Development

EIDLDP works with labor, and businesses to provide training and education to our future business leaders.

Also...

- * Bilingual Instruction Available
- * Hands-on Meetings with Congress
- * Academic Skills Enhancement
- * Historic, Educational Tours and Performing Arts
- * Safe Campus Housing
- * Separate Male and Female Dormitories
- * On-site Nursing & Close to Hospitals
- * 24-Hour Supervision
- * Liability Insurance coverage up to 1 million dollars
- * Supplemental Insurance up to \$1000.00 for emergencies.

After graduation:

Program tracking and follow-up for graduates are done through newsletters, special mailings, youth board participation, conferences, email, and local support networks.

Graduates also pledge to begin or participate in community projects and actively become involved in school and civic action.

BCLI's customized approach also includes:

All-inclusive Program: Tuition, Room, Meals, Supplies, Transfers, & Air Travel



BUSINESS SERVICES MEMORANDUM

To: James Franco, Superintendent
From: CW C. Goodall, Assistant Superintendent for Business
Date: February 19, 2008
SUBJECT: Public Hearing Regarding the Tracy Unified School District Storm Water Management Plan

BACKGROUND: The Environmental Protection Agency and the California Regional Water Quality Control Board require that Tracy Unified School District manage the potentially contaminated storm water which runs off our roofs, parking lots, and other property into the drainage system and into local waterways, Old River, and ultimately into the San Joaquin Delta. Potential contaminants include trash, chemical spills, and oil leaked from cars. District control measures include public education and outreach, public involvement and participation, illicit discharge detection and elimination, construction and post-construction site storm water runoff control, and pollution prevention and good housekeeping.

RATIONALE: To be compliant, the district has posted the district's official Storm Water Management on our website for public review, visually inspecting and chemically testing storm run-off, inspecting and labeling drains, distributing information to parents. The web site informs the community that if they would like to know more about storm water run-off compliance, they can contact Bob Corsaro at bcorsaro@tusd.net, documentation of your teaching will help to fulfill district outreach requirements. The next step is to conduct a public hearing to collect comments.

FUNDING: There is not cost impact generated from this public hearing.

RECOMMENDATION: Public Hearing Regarding the Tracy Unified School District Storm Water Management Plan



TRACY
UNIFIED SCHOOL DISTRICT

BUSINESS SERVICES MEMORANDUM

TO: Dr. James C. Franco, Superintendent
FROM: Dr. Casey Goodall, Associate Superintendent for Business Services
DATE: February 15, 2008
SUBJECT: Ratify Routine Expenditures and Notice of Completion Which Meet Criteria for Placement on Consent Agenda.

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

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

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

FUNDING: Per attached summary of requisitions.

RECOMMENDATION: Ratify Routine Expenditures and Notice of Completions Which Meet Criteria for Placement on Consent Agenda.

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

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

A. Vendor: Amtech Building Sciences, Inc.
Site: District Wide
Item: Agreement - Ratify
Services: Consulting Services to investigate and recommend roof
replacements for each school site.
Cost: \$60,875.00
Project Funding: Deferred Maintenance



BUSINESS SERVICES MEMORANDUM

TO: Dr. James C. Franco, Superintendent
FROM: Dr. Casey Goodall, Associate Superintendent for Business Services
DATE: January 15, 2008
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: Dr. Casey Goodall, Associate Superintendent of Business Services.

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

A. Vendor: Brainard Enterprises, Inc.
Site: Measure E Projects
Item: Agreement - Ratify
Services: Provide graduation stage for West High School Stadium
Cost: \$21,150.00
Project Funding: Local Bond Funds and SSBF

B. Vendor: Division of State Architect
Site: Tracy High School – Main Gym & Girls Gym
Item: Agreement - Ratify
Services: Application for Approval of Plans and Specifications for the Tracy High School Main Gym and Girls Gym.
Cost: \$5,300.00
Project Funding: Local Bond Funds and SSBF



BUSINESS SERVICES MEMORANDUM

To: Dr. James Franco, Superintendent

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

Date: February 1, 2008

Subject: Approve Accounts Payable Warrants (January, 2008)

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

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

Funding: N/A.

Recommendation: Approve Accounts Payable Warrants (January, 2008)

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



BUSINESS SERVICES MEMORANDUM

To: Dr. James Franco, Superintendent
From: ^{nc/u} Dr. Casey Goodall, Assoc. Superintendent of Business Services
Date: February 1, 2008
Subject: Approve Revolving Cash Fund Reports (January, 2008)

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

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

Funding: N/A.

Recommendation: Approve Revolving Cash Fund Reports (January, 2008).

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

02/01/08

Tracy Unified School District
REVOLVING CASH FUND
 January 2008

Date	Num	Name	Memo	Paid Amount
1/4/2008	8204	THEATREWORKS	PLAY TICKETS PO 82739	
			01-7140-0-1110-1000-5800-800-2522	-397.50
TOTAL				-397.50
1/4/2008	8205	CITY OF STOCKTON	ADMISSION JAN 18	
			12-6055-0-7110-1000-5800-400-2744	-253.50
TOTAL				-253.50
1/7/2008	8206	VOID	VOID PRINTER ERROR	
TOTAL				0.00
1/7/2008	8207	WEST VALLEY MALL	RETIREE CETIFICATE PO81329	
			01-0000-0-0000-7400-4300-800-8001	-102.00
TOTAL				-102.00
1/8/2008	8208	C.A.S.H.	CARTER/FEB 26/CONF FEE	
			01-0000-0-0000-7200-5220-911-7250	-827.00
TOTAL				-827.00
1/8/2008	8209	C.A.S.H.	WAKEFIELD/FEB 27/CONF FEE	
			01-0000-0-0000-7200-5220-911-7250	-440.00
TOTAL				-440.00
1/8/2008	8210	YOUTH SERVICE CALIFORNIA	CITY/MARCH 4/CONF FEE	
			01-5575-0-1110-2100-5800-800-2054	-125.00
TOTAL				-125.00
1/8/2008	8211	NAEYC	MEMBERSHIP/PO 82757	
			12-6055-0-7110-1000-5300-400-2744	-180.00
TOTAL				-180.00
1/8/2008	8212	DRISCOLL & ASSOCIATES	ATTORNEY	
			01-0000-0-0000-7200-5800-800-9112	-574.20
TOTAL				-574.20
1/15/2008	8213	SJC ENVIRORMENTAL HEALTH DEPT	PERMIT	
			14-6205-0-0000-8500-6218-170-7228	-294.00
TOTAL				-294.00

02/01/08

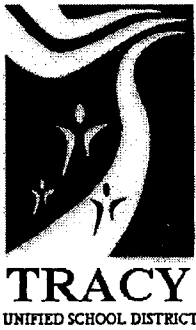
Tracy Unified School District
REVOLVING CASH FUND
 January 2008

Date	Num	Name	Memo	Paid Amount
1/16/2008	8214	OLD WORLD TRAVEL	WRENN/FEB 25/AIR FARE	
			01-7090-0-1110-1000-5200-600-6104	-322.60
TOTAL				-322.60
1/16/2008	8215	JENSEN LEARNING CORP	JOHANNAS/AN 19/CONF	
			01-3010-0-1110-1000-5200-550-6954	-425.00
TOTAL				-425.00
1/16/2008	8216	WESTIN	JOHANNOS/JAN 19/HOTEL	
			01-3010-0-1110-1000-5200-550-6954	-385.59
TOTAL				-385.59
1/16/2008	8217	YOUTH SERVICE CALIFORNIA	HALL/MARCH 3/BAL CONF	
			01-5575-0-1110-2100-5200-800-2054	-50.00
			BILL HOPMAN	-50.00
TOTAL				-100.00
1/16/2008	8218	DEBORAH LIDDY	PAYROLL	
			01-3010-0-1110-1000-2100-139-3104	-36.97
			01-0000-0-1110-1000-2105-806-2090	-19.57
			01-0000-0-1110-1000-2105-806-2070	-160.92
TOTAL				-217.46
1/22/2008	8219	SCCOE LEARNING MULTIMEDIA CE...	PERRY/JAN 24/CONF FEE	
			01-0000-0-1110-2420-5200-700-6772	-40.00
TOTAL				-40.00
1/22/2008	8220	SCCOE LEARNING MULTIMEDIA CE...	ROCK/JAN 24/CONF FEE	
			01-0000-0-1110-2420-5200-600-6232	-40.00
TOTAL				-40.00
1/22/2008	8221	DEXTER	ASSEMBLY JAN 25 PO82842	
			01-7090-0-1110-1000-5800-170-4104	-600.00
TOTAL				-600.00
1/24/2008	8222	PLAZMA LTD	WELDING CERTIFICATE	
			01-8150-0-0000-8110-5800-800-9402	-500.00
TOTAL				-500.00
1/28/2008	8223	HOMEWOOD SUITES	GOUVEIA/FEB 24/HOTEL	
			01-0110-0-1110-1000-5200-800-2982	-673.48
TOTAL				-673.48

02/01/08

Tracy Unified School District
REVOLVING CASH FUND
 January 2008

Date	Num	Name	Memo	Paid Amount
1/28/2008	8224	OLD WORLD TRAVEL	GOUVEIA/FEB 24/AIR FARE	
			01-0110-1110-1000-5200-800-2982	-476.00
TOTAL				-476.00
1/29/2008	8225	TJUSD	CANCEL RCF 8221	
			01-7090-0-1110-1000-5800-170-4104	-600.00
TOTAL				-600.00
1/30/2008	8226	DEXTER	ASSEMBLY DI	
			01-7090-0-1110-1000-5800-170-4104	-500.00
TOTAL				-500.00
1/31/2008	8227	TONYA WRIGHT GAMBLE	REFUND PO82929	
			01-0000-0-0000-0000-8699-600-6173	-20.00
TOTAL				-20.00
1/31/2008	8228	ROBERT BEM	PAYROLL INS REFUND	
			01-0000-0-1110-8200-3412-229-8999	-339.72
TOTAL				-339.72
1/31/2008	8229	KINSLEY & ASSOCIATES, LLC	JOHANNES/FEB 24/CONF FEE	
			01-1100-0-1110-1000-5200-550-1182	-350.00
TOTAL				-350.00
1/31/2008	8230	GRAND HYATT	JOHANNES/FEB 24/HOTEL	
			01-1100-0-1110-1000-5200-550-1182	-451.70
TOTAL				-451.70
1/31/2008	8231	HEIDI TOLLE	PAYROLL	
			01-0000-0-1110-1000-1100-499-8999	-743.11
TOTAL				-743.11
1/31/2008	8232	NATIONAL YOUTH LEADERSHIP CO...	HALL/APRIL 4/CONF BAL OWED	
			01-5575-0-1110-2100-5200-800-2054	-75.00
TOTAL				-75.00



BUSINESS SERVICES MEMORANDUM

TO: Dr. James Franco, Superintendent

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

DATE: February 1, 2008

SUBJECT: Approve Monthly Budget Adjustment Report-January, 2008

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

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

FUNDING: N/A

RECOMMENDATION: Approve Monthly Budget Adjustment Report

75 Tracy Jt. Unified School Dist.

Restricted and Unrestricted

FISCAL YR: 08

APPROVED			07/18/2007	01/01/2008	BUDGET	01/31/2008
FUND	OBJECT	DESCRIPTION	ADOPTED BUDGET	REVISED BUDGET	ADJUSTMENTS	REVISED BUDGET
01	1100	TEACHERS' SALARIES	54,337,474.00	54,198,254.00	139,154.00	54,337,408.00
	1200	CERT PUPIL SUPPORT SALARIES	2,765,709.00	2,894,413.00	-31,090.00	2,863,323.00
	1300	CERT SUPRVSRs' & ADMINS' SAL	5,165,242.00	5,249,602.00	-91,941.00	5,157,661.00
	1900	OTHER CERTIFICATED SALARIES	1,172,025.00	1,379,859.00	15,169.00	1,395,028.00
	2100	INSTRUCTIONAL AIDES' SALARIES	3,816,042.00	3,809,390.00	-3,581.00	3,805,809.00
	2200	CLASSIFIED SUPPORT SALARIES	7,083,336.00	7,107,766.57	113,946.59	7,221,713.16
	2300	CLASS SUPRVSRs' & ADMINS' SAL	1,640,825.00	1,647,242.00	10,524.00	1,657,766.00
	2400	CLERICAL & OFFICE SALARIES	4,642,331.00	4,688,533.56	-67,341.02	4,621,192.54
	2900	OTHER CLASSIFIED SALARIES	517,243.00	534,831.00	-12,362.00	522,469.00
	3101	STRS ON 1000 SALARIES	5,181,701.00	5,231,351.00	-3,160.00	5,228,191.00
	3102	STRS ON 2000 SALARIES	7,422.00	7,422.00	.00	7,422.00
	3201	PERS ON 1000 SALARIES	60,428.00	61,034.00	4,151.00	65,185.00
	3202	PERS ON 2000 SALARIES	1,542,496.00	1,550,495.10	-1,003.00	1,549,492.10
	3311	OASDI ON 1000 SALARIES	36,879.00	40,715.00	2,508.00	43,223.00
	3312	OASDI ON 2000 SALARIES	953,327.00	950,899.47	806.00	951,705.47
	3321	FICA-MED ON 1000 SALARIES	823,629.00	824,005.00	580.00	824,585.00
	3322	FICA-MED ON 2000 SALARIES	237,627.00	237,668.41	376.00	238,044.41
	3331	ALTER. RETIREMENT ON 1000 SAL	.00	1,467.00	259.00	1,726.00
	3332	ALTER. RETIREMENT ON 2000 SAL	35,094.00	39,238.00	404.00	39,642.00
	3411	HEALTH & WELFARE ON 1000 SALS	7,828,609.00	7,887,616.00	.00	7,887,616.00
	3412	HEALTH & WELFARE ON 2000 SALS	3,181,541.00	3,190,542.12	-2,426.00	3,188,116.12
	3501	STATE UNEMPLOY ON 1000 SALARY	31,753.00	32,059.00	32.00	32,091.00
	3502	STATE UNEMPLOY ON 2000 SALARY	8,865.00	9,169.76	16.00	9,185.76
	3601	WORKER'S COMP INS ON 1000 SAL	1,712,960.00	1,705,477.00	795.00	1,706,272.00
	3602	WORKER'S COMP INS ON 2000 SAL	477,312.00	460,287.86	723.00	461,010.86
	3711	OPEB,ALLOCATED, CERTIFICATED	620,966.00	620,966.00	.00	620,966.00
	3712	OPEB,ALLOCATED, CLASSIFIED	447,341.00	447,341.00	.00	447,341.00
	3801	PERS REDUCTION ON 1000 SALARY	24,118.00	24,118.00	1,632.00	25,750.00
	3802	PERS REDUCTION ON 2000 SALARY	416,178.00	415,385.00	543.00	415,928.00
	3911	TAXABLE FRINGE BEN ON 1000 SAL	10,320.00	10,320.00	.00	10,320.00
	3912	TAXABLE FRINGE BEN ON 2000 SAL	11,560.00	11,560.00	.00	11,560.00
	3999	BENEFIT PAYROLL ERRORS	.00	.00	.00	.00
	4100	TEXTBOOKS	901,274.00	1,039,697.00	-5,100.00	1,034,597.00
	4200	BOOKS OTHER THAN TEXTBOOKS	411,850.00	567,421.00	9,357.00	576,778.00
	4300	MATERIALS & SUPPLIES	9,037,559.00	14,304,812.45	262,642.64	14,567,455.09
	4400	NON-CAPITALIZED EQUIPMENT	685,976.00	1,651,023.00	51,106.00	1,702,129.00
	5100	SUBAGREEMENTS FOR SERVICES	.00	.00	.00	.00
	5200	TRAVEL & CONFERENCES	194,453.00	360,850.00	27,295.00	388,145.00
	5300	DUES & MEMBERSHIPS	37,915.00	53,845.00	-78.00	53,767.00
	5400	INSURANCE	502,141.00	595,641.00	.00	595,641.00
	5500	OPERATIONS & HOUSEKEEPING SRVC	2,966,017.00	2,973,753.46	3,935.24	2,977,688.70
	5600	RENTS,LEASES,REPAIRS,IMPRVMTS	745,997.00	853,706.00	37,024.00	890,730.00
	5710	DIR COSTS FOR INTRPRG SERVICES	.00	382.00	-382.00	.00
	5750	DIR COSTS FOR INTERFUND SVCS	.00	2,480.00	866.00	3,346.00
	5800	OTHER SVCS & OPER EXPENDITURES	3,643,205.00	5,775,333.00	149,416.00	5,924,749.00
	5900	INTERGOVERNMENTAL FEES	510,038.00	527,164.00	5,963.00	533,127.00
	6200	BLDGS & IMPROVEMENT OF BLDGS	1,425,934.00	1,810,883.00	-68,928.00	1,741,955.00
	6400	EQUIPMENT	56,500.00	159,692.00	.00	159,692.00
	6500	EQUIPMENT REPLACEMENT	2,500.00	71,020.00	6,500.00	77,520.00

FCR270
07/08 JANUARY BUDGET ADJ REP

SAN JOAQUIN COUNTY OFFICE OF EDUCATION
BUDGET ADJUSTMENT REPORT
FROM DATE 01/01/2008 TO DATE 01/31/2008

#J358

PAGE: 2
02/01/2008

75 Tracy Jt. Unified School Dist.

Restricted and Unrestricted

FISCAL YR: 08

APPROVED			07/18/2007	01/01/2008	BUDGET	01/31/2008
FUND	OBJECT	DESCRIPTION	ADOPTED BUDGET	REVISED BUDGET	ADJUSTMENTS	REVISED BUDGET
01	7130	STATE SPECIAL SCHOOLS	40,000.00	40,000.00	.00	40,000.00
	7142	TUITION, EXCESS COSTS TO COE	550,726.00	550,726.00	.00	550,726.00
	7310	TRANSFERS OF INDIRECT COSTS	.00	988.00	-988.00	.00
	7350	TRANS OF INDIRECT - INTERFUND	-200,951.00	-216,106.00	.00	-216,106.00
	7438	DEBT SERVICE - INTEREST	13,267.00	13,267.00	70.00	13,337.00
	7439	DEBT SERVICE - PRINCIPAL	131,304.00	138,773.00	.00	138,773.00
	7611	FROM GEN FUND TO CHLD DEV FUND	.00	25,000.00	-25,000.00	.00
	7612	BETWEEN GEN FND & SP RSRVE FND	28,700.00	28,700.00	.00	28,700.00
	7613	ST SCH BLD FND OTH FND OF DIST	50,000.00	50,000.00	.00	50,000.00
	7615	FROM GEN/SPC/BLDG TO DEF MAINT	633,761.00	633,761.00	.00	633,761.00
	7619	OTHER AUTH INTRFND TRNSFRS OUT	63,869.00	514,279.00	.00	514,279.00
TOTAL EXPENSE			127,222,388.00	137,796,118.76	532,413.45	138,328,532.21

75 Tracy Jt. Unified School Dist.

Restricted and Unrestricted

FISCAL YR: 08

APPROVED			07/18/2007	01/01/2008	BUDGET	01/31/2008
FUND	OBJECT	DESCRIPTION	ADOPTED BUDGET	REVISED BUDGET	ADJUSTMENTS	REVISED BUDGET
01	8011	REVENUE LIMIT ST AID-CURR YEAR	67,033,230.00	66,885,149.00	.00	66,885,149.00
	8021	HOME OWNERS EXEMPTION	.00	.00	.00	.00
	8040	COUNTY & DISTRICT TAXES	22,947,117.00	23,006,753.00	.00	23,006,753.00
	8042	UNSECURED ROLL TAXES	658,702.00	658,702.00	.00	658,702.00
	8043	PRIOR YEARS' TAXES	59,656.00	59,656.00	.00	59,656.00
	8044	SUPPLEMENTAL TAXES	134,169.00	134,169.00	.00	134,169.00
	8045	ED REVENUE AUGMENT FUND (ERAF)	6,641,534.00	6,641,534.00	.00	6,641,534.00
	8091	REVENUE LIMIT TRANSFERS	.00	.00	.00	.00
	8092	PERS REDUCTION TRANSFER	453,295.00	453,621.00	.00	453,621.00
	8096	TRANSFERS TO CHARTERS, IN LIEU	-1,350,171.00	-1,300,923.00	.00	-1,300,923.00
	8181	SP ED-ENTITLEMENT	1,985,750.00	1,985,750.00	.00	1,985,750.00
	8182	SP ED-DISCRETIONARY GRANTS	217,225.00	217,227.25	-686.00	216,541.25
	8290	ALL OTHER FEDERAL REVENUES	1,691,350.00	2,455,188.00	-20,424.00	2,434,764.00
	8311	OTH ST APPORTIONMENTS-CURR YR	2,257,588.00	2,795,922.00	.00	2,795,922.00
	8434	CLASS SIZE REDUCTION K-3	3,121,206.00	3,130,310.00	.00	3,130,310.00
	8435	CLASS SIZE REDUCTION 9-12	.00	.00	.00	.00
	8560	STATE LOTTERY REVENUE	2,290,094.00	2,307,903.00	.00	2,307,903.00
	8590	ALL OTHER STATE REVENUES	7,577,476.00	7,382,359.00	-2,173.00	7,380,186.00
	8660	INTEREST	800,000.00	811,608.00	.00	811,608.00
	8675	TRANSPORTATION FEES FROM INDIV	82,260.00	82,260.00	.00	82,260.00
	8677	INTERAGENCY SVCS BETWEEN LEA'S	1,245,631.00	1,261,261.00	.00	1,261,261.00
	8689	ALL OTHER FEES & CONTRACTS	28,700.00	28,700.00	.00	28,700.00
	8699	ALL OTHER LOCAL REVENUES	3,271,970.00	3,854,853.88	67,119.45	3,921,973.33
	8792	TRANS OF APPORTION FROM CO OFF	3,725,425.00	3,725,481.00	4,664.00	3,730,145.00
	8919	OTH AUTH INTERFUND TRANS IN	45,500.00	443,097.00	.00	443,097.00
	8965	TRANS FROM FND OF LAPSED/REORG	.00	953,225.00	.00	953,225.00
	8972	PROCEEDS FROM CAPITAL LEASES	.00	4,380.00	.00	4,380.00
	8980	CONTRIBUTE FROM UNRSTRCTD REV	.00	.00	.00	.00
	8990	CNTRIBUT/TRANS FRM RSTR/UNREST	.00	.00	.00	.00
TOTAL REVENUE			124,917,707.00	127,978,186.13	48,500.45	128,026,686.58

FCR270
07/08 JANUARY BUDGET ADJ REP

SAN JOAQUIN COUNTY OFFICE OF EDUCATION
BUDGET ADJUSTMENT REPORT
FROM DATE 01/01/2008 TO DATE 01/31/2008

#J358

PAGE: 4
02/01/2008

75 Tracy Jt. Unified School Dist.

Restricted and Unrestricted

FISCAL YR: 08

FUND	OBJECT	DESCRIPTION	BEGINNING BALANCE	01/01/2008 REVISED BALANCE	ADJUSTMENTS	01/31/2008 REVISED BALANCE
01	9770	DESIGNATED FOR ECON UNCERTAIN	-3,328,815.00	-3,328,815.00	.00	-3,328,815.00
	9780	OTHER DESIGNATIONS	.00	.00	.00	.00
	9790	UNDESIGNATED/UNAPPROPRIATED	-9,576,074.32	-2,062,822.69	483,913.00	-1,578,909.69
	9791	BEGINNING BALANCE	-15,445,570.32	-15,445,570.32	.00	-15,445,570.32
	9793	AUDIT ADJUSTMENTS	.00	.00	.00	.00
	9795	OTHER RESTATEMENTS	.00	.00	.00	.00
	9798	BUDGET FUND BALANCE OFFSET	13,140,889.32	5,627,637.69	-483,913.00	5,143,724.69
	9799	K12 NET GAIN OR LOSS	.00	9,817,932.63	483,913.00	10,301,845.63



**TRACY UNIFIED SCHOOL DISTRICT
RESOLUTION NO. 07-21
Resolution to Excuse Meeting Absence of Board Member**

WHEREAS, Board Bylaw 9250 and Education Code §35120 provide that a Board "...member may be paid for any meeting when absent if the board by resolution duly adopted and included in its minutes finds that at the time of the meeting...the absence was due to a hardship deemed acceptable by the board;"

WHEREAS, Board of Education member Gregg Crandall was absent for a meeting held February 12, 2008, due to illness;

NOW, THEREFORE, BE IT RESOLVED that the Board of Education finds that Gregg Crandall's absence from the meeting of February 12, 2008, was due to hardship deemed acceptable by the Board of Education;

BE IT FURTHER RESOLVED that the Board of Education therefore determines that Mr. Crandall shall be paid for his absence from the meeting of February 12, 2008, and further directs that the adoption of this Resolution shall be recorded in the minutes of this meeting of February 26, 2008.

Resolved this 26th day of February, 2008, at a regular meeting of the Board of Education of the Tracy Unified School District by the following vote:

AYES:

NOES:

ABSENT:

ABSTENTION:

PRESIDENT, BOARD OF EDUCATION
TRACY UNIFIED SCHOOL DISTRICT

Attest:

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

Clerk
Board of Education
Tracy Unified School District



ADMINISTRATIVE SERVICES MEMORANDUM

TO: Board of Education
FROM: Dr. James C. Franco, Superintendent
DATE: February 20, 2008
SUBJECT: Adopt Resolution No. 07-21 to Excuse Meeting Absence of Board Member

BACKGROUND: Board Bylaw 9250 and Education Code §35120 provide that a Board "...member may be paid for any meeting when absent if the board by resolution duly adopted and included in its minutes finds that at the time of the meeting...the absence was due to a hardship deemed acceptable by the board;"

RATIONALE: Board of Education member Gregg Crandall was absent for a meeting held February 12, 2008, due to illness. The Board of Education finds that Gregg Crandall's absence from the meeting of February 12, 2008, was due to hardship deemed acceptable by the Board of Education;

FUNDING: Unrestricted General Fund, Previously Budgeted.

RECOMMENDATION: Adopt Resolution No. 07-21 to Excuse Meeting Absence of Board Member.

Prepared by: Dr. James C. Franco, Superintendent



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. James Franco Superintendent
FROM: *[Signature]* Dr. Sheila Harrison,
Assistant Superintendent of Educational Services
DATE: February 15, 2008
SUBJECT: **Approve Overnight Travel for Three Tracy High School Science Students and One Chaperone to Participate in the Junior Science and Humanities Symposium in Monterey, CA on March 13-15, 2008**

BACKGROUND: The San Francisco Bay Area Science Fair has been inviting Tracy High School students to present research at the Junior Science and Humanities Symposium for many years. Three students will be chaperoned by Mr. Kirk Brown and will be observing this event in preparation of competing themselves next year. Mr. Brown and the students will be staying at the Best Western Inn and Suites in Seaside, CA. The students who will be attending are Mary Shi, Eric Zhou, and Kristin Holtz.

RATIONALE: Finalists are selected through a rigorous screening process and this provides the student with a valuable opportunity to compete regionally in the scientific field. This aligns with Strategic Goal #2 (Quality Learning Environment) and Goal #4 (Developing the Whole Student).

FUNDING: There will be two days of sub costs to the high school. The San Francisco Bay Area Science Fair and Junior Science and Humanities Symposium will incur all costs for the three students and the advisor for accommodations, meals, and competition event expenses. There is a \$100 fee that the THS Science Department will fund.

RECOMMENDATION: Approve Overnight Travel for Three Tracy High School Science Students and One Chaperone to Participate in the Junior Science and Humanities Symposium in Monterey, CA on March 13-15, 2008

PREPARED BY: Mr. Pat Anastasio, Principal



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: Dr. Sheila Harrison, Assistant Superintendent of Educational Services
DATE: February 4, 2008
SUBJECT: Ratify Service Agreement with San Joaquin County Office of Education for Artist David Vallejo to Provide Artist in Residence to George Kelly Elementary School First Grade Classes on February 5, 12, 19 and 26, 2008

BACKGROUND: An integral part of students' educational experience is artist knowledge. To enhance classroom activities, the first grade will have an actual artist come in and provide modeling and information on the artistic process and elements of art. This agenda item needs to be ratified because the teacher initiating the request was unaware of the School Board procedures when student body funds were utilized for consultants.

RATIONALE: In order to provide a balanced, student-centered curriculum, our first grade will have an Artist in Residence come to our site. The artist will help the students expand their understanding of art in a variety of areas: line, shape, form, color and texture. This supports Strategic Goal #1 – Provide a meaningful and relevant curriculum that includes systemic assessment, accountability and enables students to meet high standards.

FUNDING: The cost of \$618 will be paid by the first grade Spell-a-thon fundraiser from their student body account.

RECOMMENDATION: Ratify Service Agreement with San Joaquin County Office of Education for Artist David Vallejo to Provide Artist in Residence to George Kelly Elementary School First Grade Classes on February 5, 12, 19 and 26, 2008.

Prepared by: Denise L. Laven, Principal, George Kelly School.

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Avenue, Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and David Vallejo, 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: Art classes for first grade classes on 2/5, 2/12,
2/19, 2/26
2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of FOUR HOURS/DAY(s) (circle one), under the terms of this agreement at the following location George Kelly School, 535 Mabel Josephine Drive, Tracy, CA 95377
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
 - a. District shall pay \$ 618.00 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; [X] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the district rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ _____ for the term of this agreement.
 - c. District shall make payment on a [] MONTHLY PROGRESS BASIS, [X] SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.
4. The terms of the agreement shall commence on February 5, 2008, and shall terminate on February 26, 2008.
5. This agreement may be terminated at any time during the term by either party upon 30 day's written notice.
6. Contractor shall contact the District's designee, Denise L. Laven, Principal at (209) 831-5000 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.
7. The parties intend that an independent contractor relationship be created by this contract and District assumes no responsibility for workers' compensation liability. District likewise assumes no responsibility for liability for loss, damage, or injury to person(s) or property resulting from, or caused by, the contractor's activities during or relating to the performance of service under this Agreement.

Contractor agrees to hold harmless and to indemnify District for:

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

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

AGREED:

Consultant Signature (1)

Social Security Number (2)

Date

Title

Address

Denise L. Laven

Tracy Unified School District
February 5, 2008

Date
Principal

Title
Student Body Account

Account Number to be Charged

Department/Site Approval

Budget Approval

Date Approved by the Board

Send all copies to the Business Office:

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



MEMORANDUM OF UNDERSTANDING
(George Kelly School/ David)

This Agreement by and between the San Joaquin County Office of Education, hereinafter referred to as "SJCOE" and George Kelly School for the Artists-in-Schools (AIS) department to provide instruction on behalf of SJCOE. The two parties, SJCOE and George Kelly School, mutually agree to the following terms and conditions:

I. CONSULTANT AND/OR SERVICE DEFINED

This Agreement calls for David Vallejo Artist-in-Residence, who is an employee of SJCOE, to provide instruction for San Joaquin County Office of Education and other duties as may be assigned under the direction of Sandra Wendell, Coordinator, Artists-in-Schools. AIS program agrees to: 1) Expedite selection of AIS artist. 2) Schedule and facilitate interview between artist and school site personnel. 3) Monitor progress of residency. 4) Invoice school for AIS program services. 5) Oversee evaluation of residency.

This Agreement calls for George Kelly School to: 1) Provide supplies for artists in residence. 2) Appoint staff liaison to arrange the artist's schedule and provide information regarding school site. 3) Give 72-hour notice to SJCOE for cancelled classes due to planned school activities. Failure to give notice may result in the artist being unable to re-schedule classes. 4) Require that the teachers remain in the classroom during the AIS class and be responsible for needed class control and discipline. 5) Expedite timely payment to SJCOE.

II. TERM OF AGREEMENT

Services to SJCOE will begin: February 5, 2008 and include the following dates See Calendar

Number of classes: (3) three classes, first grade 4-Week Session

Staff Contact at site: Heather Nielson, 831-5000 hnielson@tusd.net

Artist Contact: David Vallejo 642-0863 Home: 946-9590 valleyjo@softcom.net

This employment is temporary in nature and may be terminated by the San Joaquin County Office of Education at any time.

III. COMPENSATION

In consideration of the services provided, George Kelly School will pay SJCOE the sum of \$618.00

Payment to SJCOE for these services will be made upon written request. The school agrees that it will not employ the aforementioned Artist-in-Residence for a period of one year after this assignment expires.

IV. SAN JOAQUIN COUNTY OFFICE OF EDUCATION RIGHT OF RETENTION

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

V. EXTENSION OF TERM

By mutual consent of the parties hereto the term of service described herein in Article I may be extended by reformation of this Agreement and attachment hereto of an addendum mutually executed setting forth the extended term.

George Kelly School, Tracy Ca

SANDRA WENDELL, COORDINATOR
Artists-in-Schools

01-08-09
Date

Date



TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: ~~Dr. James Franco~~ Dr. Sheila Harrison, Assistant Superintendent of Educational Services
DATE: February 13, 2008
SUBJECT: Approve Overnight Travel for West High School Dance Team to Attend USA Nationals Competition, March 6 – 8, 2008, in Anaheim, California

BACKGROUND: The USA Nationals Dance Competition is a two day Annual event that encourages teams to develop and present their best routines in a fun and challenging environment. Teams from all around California, Arizona and Nevada participate. Our team will stay at the Marriott Hotel near the Anaheim Convention Center.

RATIONALE: The dance team will have the opportunity to spend quality time together as a team while they compete against other dance teams from all over California, Nevada, and Arizona. The team has worked hard all year to develop their skill levels in dance performance in order to compete at this event. They will attend proudly looking forward to representing their school and community. This meets Strategic Goal #4, Developing the Whole Student.

FUNDING: There will be 11 students attending, and the cost per student is \$409.00, which includes hotel, meals, and registration fees. The cost will be paid by students attending and funds earned from fundraising efforts. Students will be transported to and from the event by their parents, and chaperoned by their coach Xochilt Garcia, and her assistant, Rosie Gutierrez.

RECOMMENDATION: Approve Overnight Travel for West High School Dance Team to Attend USA Nationals Competition, March 6-8, 2008, in Anaheim, California.

PREPARED BY: Herman Calad, Principal - West High School



TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: ~~Dr. James Franco~~ Dr. Sheila Harrison, Assistant Superintendent of Educational Services
DATE: February 13, 2008
SUBJECT: Approve Overnight Travel for West High School Black Student Union to Attend the United Black Student Unions of California Annual Convention in San Jose, CA March 14 – 16, 2008

Background: The United Black Student Unions of California host a leadership convention every year for all Black Student Union affiliate schools. The organization works to bring about improved racial relations on campuses by promoting mutual respect for all cultures. The Annual Convention provides panel discussions, workshops and distinguished lecturers to enrich the learning experience of the attendees.

Rationale: The West High Black Student Union members learn how to be strong community and campus leaders at this conference. This should be an enriching experience for our students, exposing them to a professional environment and allowing them an opportunity to network with other students from schools around California. This meets Strategic Goal # 4, Developing the Whole Student.

Funding: There will be a total of 4 students from West High and 2 chaperones. TUSD employees attending the conference are Audrey Harrison, and Mary Gary. The cost will be an estimated \$285.00 per person for transportation, accommodations, meals and registration fees. The cost will be paid by the students attending and funds earned from fundraising efforts. We will stay at the Doubletree Hotel 2050 Gateway Place, San Jose. We will travel in a District van driven by Audrey Harrison.

Recommendation: Approve Overnight Travel for West High School Black Student Union to Attend the United Black Student Unions of California Annual Convention in San Jose, CA March 14 – 16, 2008

Prepared by: Herman Calad, Principal - West High School



EDUCATIONAL SERVICES MEMORANDUM

To: Dr. James Franco, Superintendent
From: *SH* Dr. Sheila Harrison, Assistant Superintendent of Educational Services
Date: February 13, 2008
Subject: Approve Overnight Travel to Concord for West High School Future Business Leaders of America Students to Attend the Central Section Leadership Conference, February 29 - March 1, 2008.

Background: Future Business Leaders of America Central Section Leadership Conference provides an opportunity for students to participate in competitive events, attend workshops and listen to speakers that will give them exposure to the business environment. Mrs. Burns, the WHS FBLA advisor and (7) seven students will attend this conference in Concord, California. The students will travel in personal vehicles, driven by Mrs. Burns and Mr. Hunter, both business teachers here at West High. The appropriate releases will be obtained from their parents and insurance information is on file with the school secretary.

Rationale: This training and fellowship opportunity will allow our students to become exposed to business networking procedures, training in presentation of ideas/concepts, and practical methods of conducting business in our world. It meets Strategic Goal #5, Preparing Students to Become Citizens of the World Community.

Funding: The cost for the conference will be divided between FBLA club funds and attendees, an estimated \$730.00 total. Incidental expenses and meals are the students' responsibility. We will stay overnight at the Best Western Hotel, Concord.

Recommendation: Approve Overnight Travel to Concord for West High School Future Business Leaders of America Students to Attend the Central Section Leadership Conference, February 29- March 1, 2008.

Prepared by: Herman Calad, Merrill F. West High School, Principal



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: JKH Dr. Sheila Harrison, Assistant Superintendent of Educational Services
DATE: January 30, 2008
SUBJECT: **Approve Service Agreement for Nancy Fetzer
to Provide Nine Full Days of Coaching for Teachers in Writing Strategies at
Central School on November 17-21, 2008 and February 23-27, 2009.**

BACKGROUND: Through program evaluation and the results of District and State assessments, we have identified the need to work on building a more comprehensive writing program. Ms. Fetzer has been providing Central teachers coaching in building language and writing strategies for the past three years. The staff found her suggestions for building language and instructional strategies very useful and requested that Ms. Fetzer model writing lessons for new teachers and provide critical feedback to previously trained teachers. In addition, she will continue to work with grade-level teams to plan and sequence their writing curriculum for the year.

RATIONALE: Central is a Title I school and is in the third year of not meeting API and AYP goals. The students routinely perform below District standards on writing assessments. However, after having Nancy Fetzer work with the staff, the writing scores have improved. Ms. Fetzer has presented at state-wide conferences and is a highly respected writing coach. Central School requests approval to bring this consultant in to work with Central teachers. This supports Strategic Goal #1 – Quality Curriculum and/or Strategic Goal #7 – Educational Leadership.

FUNDING: Central's High Priority Grant will provide \$16,200.00 to cover the cost of coaching.

RECOMMENDATION: Approve Service Agreement for Nancy Fetzer to Provide Nine Full Days of Coaching for Teachers in Writing Strategies at Central School on November 17-21 and February 23-27, 2009.

Prepared by: Nancy Link, Principal, Central School.

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Avenue, Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

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

1. Contractor shall perform the following duties: Provide nine full days of coaching for teachers in writing strategies at Central School on November 17-21, 2008 and February 23-27, 2009.
2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 9 days, under the terms of this agreement at the following location: Central School in Tracy, CA.
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
 - a. District shall pay \$16,200.00 flat rate, not to exceed a total of \$16,200.00. 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 is included in the contractors flat rate fee agreement for the term of this agreement.
 - c. District shall make payment on a ☒ MONTHLY PROGRESS BASIS, ☐ SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.
4. The terms of the agreement shall commence on November 17, 2008, and shall terminate on February 27, 2009.
5. This agreement may be terminated at any time during the term by either party upon 30 days written notice.
6. Contractor shall contact the District's designee, Nancy Link at (209) 830-3303 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.
7. The parties intend that an independent contractor relationship be created by this contract and District assumes no responsibility for workers' compensation liability. District likewise assumes no responsibility for liability for loss, damage, or injury to person(s) or property resulting from, or caused by, the contractor's activities during or relating to the performance of service under this Agreement.

Contractor agrees to hold harmless and to indemnify District for:

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

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

WITNESSED:

Consultant Signature (1)

Social Security Number (2)/Tax ID #

Date

Title

Address & Phone #

Tracy Unified School District

Date

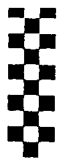
Title

Account Number to be Charged

Department/Site Approval

Budget Approval

Date Approved by the Board



Nancy Fetzter's



Literacy Connections

January 23, 2008

Central Elementary
FAX: 209-831-5309

Dear Nancy,

Thank you for the opportunity to continue working with your dynamic teachers. Below is information regarding the inservice days.

Dates of Inservices: Ten days: November 17-21, 2008
February 23-27, 2009

Inservice Topic: Language Arts Strategies

Consultant Fee: \$1,500/day (10 days = \$15,000)

Expenses: Ten nights of lodging at a rate of \$100 per night for a hotel (10 nights = \$1,000). The hotel bill will be submitted with the invoice. Two round trips to Tracy from Southern California at a rate of \$100 per trip (\$200).

Please mail or FAX (prior to scheduled days): All paperwork and the Purchase Order for \$16,200 for consulting and expenses.

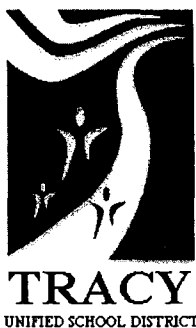
Best regards,

Nancy
Nancy Fetzter

40500 Valle Vista
Murrieta, CA 92562

Phone: (951) 698-9556

Fax: (951) 698-7616



EDUCATIONAL SERVICES MEMORANDUM

To: Dr. James C. Franco, Superintendent
From: ~~AA~~ Dr. Sheila Harrison, Assistant Superintendent for Educational Services
Date: February 14, 2008
Subject: Approve Participation in the State Summer School Program for 2008

BACKGROUND: The state will fund Summer School for districts offering Core, Mandated and Special Education programs. In order to qualify for funding, the Board of Trustees must approve the Summer School Program. Summer School will be offered at the K-4, Middle School (5-8) and High School (9-12) levels. The proposed program will include the following classes:

Core Program:

- World History
- US History
- Physical Education
- GATE Classes
- Art I
- Space & Engineering Academy Boot Camp (tentative)
- Career Technology
- Trigonometry

Mandated Program

- Algebra I/Remediation
- Algebra Readiness/Remediation
- English 9/Remediation
- English 10/Remediation
- Biology/Remediation
- CAHSEE English/LA Remediation
- CAHSEE Math Remediation
- ELA Strand (K-12)
- IMP I/Remediation
- Geometry/Remediation
- Earth Science/Remediation
- Spanish I Remediation
- K-8 Remediation/Math and ELA
- 5-8 Remediation/Science and Social Studies
- K-4 Bilingual
- ELD Institute

Special Education Program

- Special Day Class/LH
- Speech Therapy
- Special Day Class/SH

The number of classes will be determined by student needs. Students who are in need of remediation will receive first priority for enrollment in Summer School.

All programs will be under the direction of the Summer School principals.

Summer School for current kindergarten through eighth grade students will begin on June 9 and continue through July 3. The high school summer program will begin on June 9 and end on July 11. The Summer School sites will be: K-4 – Villalovoz Elementary School; 5-8 – Williams Middle School; and 9-12 – West High School

July 4 is a holiday for High School students, and is not applicable to the K – 8 students.

RATIONALE: This agenda item meets Strategic Goal # 2 – Quality Learning Environment

FUNDING: All funding will be provided by State Summer School (Supplemental Instructional Hourly Funding), GATE and Special Education program entitlements, and State and Federal Categorical Program Funding where appropriate and applicable.

RECOMMENDATIONS: Approve Participation in the State Summer School Program for 2008.

Prepared by: Linda T. Boragno-Dopp, Director of Alternative Programs



HUMAN RESOURCES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: James Mousalimas, Assistant Superintendent of Human Resources *DM*
DATE: February 15, 2008
SUBJECT: Approve Classified, Certificated, and/or Management Employment

BACKGROUND:

Lopez, Juan

BACKGROUND:

McDonald, Layton

Karst, Krystin

Baker, Jeff

BACKGROUND:

Lopez, Ben

Patterson, Justin

MANAGEMENT

Interim Assistant Principal (replacement)
South/West Park
(through the end of the 2007-08 school year)
Funding: General Fund

CERTIFICATED

6th Grade (replacement)
Monte Vista
Class III, Step 1
Funding: General Fund

6th Grade 50% Job Share (replacement)
Kelly, Blue Track
Class III, Step 1
Funding: General Fund

6-8th Science (replacement)
Monte Vista
Class I, Step 1
Funding: General Fund

COACHES

Sophomore Baseball Coach (Replacement)
West High School
Stipend: \$3,896.00

Varsity Swim Coach (Replacement)
Tracy High School
Season: Feb-June
Stipend: \$4,221.00

Webb, Justine

Assistant Varsity Swim Coach (Replacement)

Tracy High School

Season: Feb-June

Stipend: \$3,245.00

RECOMMENDATION: Approve Classified, Certificated and/or Management Employment

Prepared by: James Mousalimas, Assistant Superintendent of Human Resources



HUMAN RESOURCES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: James Mousalimas, Assistant Superintendent of Human Resources
DATE: February 15, 2008
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>
Reynoso, Sylvia Bilingual 2 nd grade	S/W Park	02/06/08	Relocating

BACKGROUND:

CLASSIFIED RESIGNATIONS


<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
Armellino, Connie Special Ed Para Ed I	Jacobson	02/25/08	Other Employment Opportunities
Bautista, Catherine Special Ed Para Ed I	Special Ed	02/22/08	Personal
Mahedy, Olivia Payroll Technician	Payroll/DEC	02/25/08	Personal

RECOMMENDATION: Accept the Resignations/Retirements/Leaves of Absence for Certificated, Classified 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: February 15, 2008
SUBJECT: Approve Service Agreement with Damio Towkaniuk
(Tracy High) for the 2007-2008 Track Season

Background: There is a need in the track program at Tracy 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: Tracy High School would like to contract the services of Damio Towkaniuk, a teacher at Tracy High and a former conditioning coach. Mr. Towkaniuk is uniquely qualified to assist and enhance the track program at Tracy High School. 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 weight training and conditioning and will also help with the long-distance runners and throwers.

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

Funding: Expenses for the contracted track coach will be paid by the District. The District will be reimbursed for this expense, paid out of the Tracy 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 track season.

Recommendation: Approve Service Agreement with Damio Towkaniuk
(Tracy High) for the 2007-2008 Track Season

Prepared by: James Mousalimas, Assistant Superintendent for Human Resources

Tracy Unified School District
1875 W. Lowell Avenue, Tracy California 95376-4095

AGREEMENT FOR SPECIAL CONTRACT SERVICES

This Agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and DAMIO TOWKANIAN L., 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: HELP INSTRUCT WEIGHT TRAINING & COND. TRAINING TO TRACK TEAM. ALSO HELP WITH DISTANCE RUNNERS AND THROWERS.
2. Contractor will provide the above service(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 _____.
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
 - A. District shall pay \$ 1500 - per HOUR / DAY FLAT RATE (circle one), not to exceed a total of \$ 1500 -. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
 - B. District [] SHALL; [☒] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals, and lodging at rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ _____ for the term of this agreement.
 - C. District shall make payment on a [] MONTHLY PROGRESS BASIS, [] SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a "Invoice of Non-Employee Consultant Services". Original paid receipts are required for lodging, airfare (passenger coupon or ticket stub), automobile rental and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.
4. The term of this agreement shall commence on FEB 10th 2008, and shall terminate on MAY 10th 2008.
5. This agreement may be terminated at any time during the term by either party upon _____ () days written notice.
6. Contractor shall contact the District's designee, _____ at (209) 830-3360, with any questions regarding performance of the service outline above. District's designee shall determine if and when Contractor has completed the services described.

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

Contractor agrees to hold harmless and to indemnify district for:

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

8. This Agreement is for the personal services of the Contractor and Contractor may not assign the performance of the services to any persons who are not parties to this Agreement except for employees of Contractor.
9. Contractor certifies that his or her current employer, if any, is fully cognizant of this Agreement and that payments hereunder are not in conflict with any federal, state or local statutes, rules or regulations, or with any policies of Contractor's current employer.
10. District shall become the owner of, and entitled to, exclusive possession of all records, documents, graphs, photographic or other reproductions of any kind produced in the scope of services performed and no other uses thereof will be permitted except by permission of the District. Proprietary materials will be exempted from this clause.
11. Consultant/Contractor certifies that he or she is not an employee of the District and is self-employed in the performance of the services specified. Consultant agrees that he or she assumes all responsibility in relation to providing the District with an Employer Identification number or Social Security number as required by IRS regulations in relation to the conduct of his or her business.

AGREED:



Consultant Signature (1)

Social Security Number or TIN number (2)

1/28/08

Date

ASST. Track Coach.

Title

Address

Tracy, CA 95376

City/State/Zip

Phone Number

Tracy Unified School District

Date

HEAD COACH - TRACK.

Title

THS ASB

Account Number to be charged

Mark D. Sharp

Department/Site Approval

Budget Approval

Date Approved by the Board

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



HUMAN RESOURCES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: James Mousalimas, Assistant Superintendent
DATE: February 19, 2008
SUBJECT: Approve Service Agreement with Dori Simson (West High) for the 2007-2008 Girls' Sophomore 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 coach to assist the sophomore coach. Dori Simson is uniquely qualified to assist and enhance the basketball program at West High School. Dori Simson has extensive basketball experience as a former middle school coach. The experience and enthusiasm she brings to the players will ensure the overall success and safety of the program.

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 directly from the West High School ASB account. Expenses will be paid at a flat rate of \$500 and will not exceed \$500 for the 2007-08 basketball season.

Recommendation: Approve Service Agreement with Dori Simson (West High) for the 2007-2008 Girls' Sophomore 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 Oeri Simson, 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: Sophomore Girls Basketball
Assistant at West High
2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 100 () **HOURS/DAYS** (circle one), under the terms of this agreement at the following location Merrill West High
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
 - a. District shall pay \$ 500 per **HOUR/DAY/FLAT RATE** (circle one), not to exceed a total of \$ 500. 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, and shall terminate on Feb. 15th, 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, _____ at (209) 83 _____ 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:

Dori Simson
Consultant Signature (1)

Social Security Number (2)

Date

Title

450 W. Central #206
Address

Tracy, CA 95376

Tracy Unified School District

2/13/08
Date

Title

West High Girls Basketball
Account Number to be Charged

[Signature]
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: February 15, 2008
SUBJECT: Approve Service Agreement with Melanie Doyle (Tracy High) for the 2007-2008 Pep Squad Season

Background: There is a need in the pep squad program at Tracy 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: Tracy High School would like to contract the services of Melanie Doyle, a current volunteer coach at Tracy High. Ms. Doyle is uniquely qualified to assist and enhance the pep squad program at Tracy High School. The experience and enthusiasm she brings to the squad will ensure the overall success and safety of the program. Her duties will consist of assisting the pep squad advisor and/or assistant coach at practices and/or games.

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

Funding: Expenses for the contracted track coach will be paid by the District. The District will be reimbursed for this expense, paid out of the Tracy High School ASB account. Expenses will be paid at a flat rate of \$600 and will not exceed \$600 for the 2007-08 pep squad season.

Recommendation: Approve Service Agreement with Melanie Doyle (Tracy High) for the 2007-2008 Pep Squad Season

Prepared by: James Mousalimas, Assistant Superintendent for Human Resources

Tracy Unified School District
1875 W. Lowell Avenue, Tracy California 95376-4095

AGREEMENT FOR SPECIAL CONTRACT SERVICES

This Agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and Melanie Doyle, 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: Assist Pep Squad advisor and/or coaches in the roles of coaching and/or supervising at practices and/or games.
2. Contractor will provide the above service(s), as outlined in Paragraph 1, for a period of up to a total of 4⁺ hrs./wk () HOURS/DAY(s) (circle one), under the terms of this agreement at the following location THS facilities.
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
 - A. District shall pay \$ 600.00 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; [X] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals, and lodging at rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ n/a for the term of this agreement.
 - C. District shall make payment on a [] MONTHLY PROGRESS BASIS, [] SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a "Invoice of Non-Employee Consultant Services". Original paid receipts are required for lodging, airfare (passenger coupon or ticket stub), automobile rental and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.
4. The term of this agreement shall commence on 2/28, 2008, and shall terminate on 3/19, 1992008.
5. This agreement may be terminated at any time during the term by either party upon fourteen (14) days written notice.
6. Contractor shall contact the District's designee, Jamie Wilson at (209) 815 - 3925, with any questions regarding performance of the service outline above. District's designee shall determine if and when Contractor has completed the services described.

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

Contractor agrees to hold harmless and to indemnify district for:

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

8. This Agreement is for the personal services of the Contractor and Contractor may not assign the performance of the services to any persons who are not parties to this Agreement except for employees of Contractor.
9. Contractor certifies that his or her current employer, if any, is fully cognizant of this Agreement and that payments hereunder are not in conflict with any federal, state or local statutes, rules or regulations, or with any policies of Contractor's current employer.
10. District shall become the owner of, and entitled to, exclusive possession of all records, documents, graphs, photographic or other reproductions of any kind produced in the scope of services performed and no other uses thereof will be permitted except by permission of the District. Proprietary materials will be exempted from this clause.
11. Consultant/Contractor certifies that he or she is not an employee of the District and is self-employed in the performance of the services specified. Consultant agrees that he or she assumes all responsibility in relation to providing the District with an Employer Identification number or Social Security number as required by IRS regulations in relation to the conduct of his or her business.

AGREED:

[Signature]
Consultant Signature (1)

Social Security Number or TIN number (2)
1-26-08
Date
Assistant to Advisor
Title

Address
Tracy, CA 95377
City/State/Zip

Phone Number

[Signature]
Tracy Unified School District
1-26-08
Date
Pep Squad Advisor
Title
Pep Squad
Account Number to be charged
Mark Sharp
Department/Site Approval

Budget Approval

Date Approved by the Board

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

C:\WINNT\Profiles\gborejko\Personal\Agreement for Special Contract Services.doc

Glenda Borejko Page 2 03/10/1998 rvsd 08/25/2005



BUSINESS SERVICES MEMORANDUM

TO: James C. Franco, Superintendent
FROM: C. Goodall, Associate Superintendent for Business
DATE: February 4, 2008
SUBJECT: Adopt Resolution No. 07-16 Authorizing the Imposition and Collection of Increased Developer Fees

BACKGROUND: At its January 30, 2008 meeting, the State Allocation Board authorized a new maximum developer fee. This action allowed the fee on residential construction to increase from \$2.63 to \$2.97 per square foot, and the fee on commercial/industrial construction to increase from \$0.42 to \$0.47 per square foot.

RATIONALE: These increases were anticipated in the District's Comprehensive School Facilities Capital Improvement and Finance Plan. It is, therefore, critical that these increases be implemented in order to ensure that the integrity of the financial plan is maintained and adequate revenues are available to continue the planned facility projects.

Fees collected in the feeder elementary school district areas will be split in the same ratio as in the past – 75% elementary and 25% high school area, but allowing the high school area to charge the difference in the fee up to the maximum rate.

TIMING: The increase in developer fees takes effect 60 days after enactment. April 28, 2008 will be the first date the increased developer fee can be charged.

RECOMMENDATIONS: Adopt Resolution No. 07-16 Authorizing the Imposition and Collection of Increased Developer Fees

Prepared by: Bonny Carter, Facilities Planner



RESOLUTION NO. 07-16

**RESOLUTION OF THE BOARD OF EDUCATION OF THE TRACY JOINT
UNIFIED SCHOOL DISTRICT AUTHORIZING THE IMPOSITION AND
COLLECTION OF INCREASED DEVELOPER FEES IN ALAMEDA AND SAN
JOAQUIN COUNTIES, CALIFORNIA**

February 26, 2008

WHEREAS, the Tracy Joint Unified School District (hereinafter "District") adopted Resolution 05-20 in March 2006 ("Resolution No. 05-20"), pursuant to authority granted the District through Government Code Section 65995 and Education Code Section 17620, et seq.; and

WHEREAS, Resolution No. 05-20 established a combined fee of Two Dollars and Sixty Three Cents (\$2.63) per square foot of assessable space on any new residential development, and Forty Two Cents (\$.42) per square foot of assessable space on commercial/industrial development allocated proportionately as allowed by Education Code 17623; and

WHEREAS, Resolution No. 05-20 remains in full force and effect; and

WHEREAS, the terms of Assembly Bill 1600 (hereinafter "AB 1600"), Chapter 927 of the Statutes of 1988, became effective on January 1, 1989, and are codified at Government Code Section 66000, et seq.; and

WHEREAS, AB 1600 requires that any local agency which establishes, increases or imposes a fee as a condition of approval of a development project on or after January 1, 1989, shall make specified findings relating to the purpose and use of the fee and relating to the reasonable relationship between the fee's use and the type of development, and the need for the public facility and the type of development; and

WHEREAS, any local agency imposing a fee as a condition of approval of a development project after January 1, 1989, must also determine a reasonable relationship between the amount of the fee and cost of the public facility or portion of the public facility attributable to the development on which the fee is imposed; and

WHEREAS, Government Code Section 66018 requires that prior to levying a new fee or service charge, or prior to approving an increase in an existing fee or service charge, a local agency must hold at least one public hearing at a regularly scheduled meeting, at which time oral or written presentations may be made, and the local agency must publish the time and place of the meeting, as well as a general explanation of the matter to be considered, in accordance with Government Code Section 6062a; and

WHEREAS, on June 13, 1995 the Tracy Joint Union High School District and the Tracy School District, as the predecessors to the District, adopted a study of the impact of new residential development on existing school facilities and the need for additional school facilities which will result from new development within the boundaries of the District, which study sets forth the relationship between new development and school facilities, the needed school facilities, and the estimated cost of those facilities. Said study is entitled "Comprehensive School Facilities Capital Improvement and Finance Plan" with the two addenda entitled "Residential Statutory Development Fee Justification" (June 1995) and "Non-Residential Statutory Development Fee Justification" (August 1995) (hereinafter collectively the "Study"); and

WHEREAS, the Tracy Joint Union High School District, through Resolution No. H96-19 and the Tracy School District through Resolution No. 96-25 approved an addendum to the Study on March 25, 1997, (the "First Addendum"); and

WHEREAS, the District has undertaken an update to the Study entitled "Updated Comprehensive School Facilities Capital Improvement and Finance Plan" (the "Updated Study") which was adopted on June 23, 1998; and

WHEREAS, the District has undertaken a review and update of the school facilities policies contained in the 1998 "Updated Comprehensive School Facilities Capital Improvement and Finance Plan" which were adopted on November 26, 2001; and

WHEREAS, the Updated Study and the "Non-Residential Statutory Development Fee Justification" were available for public inspection and review ten (10) days before the public hearing held prior to adoption of this Resolution; and

WHEREAS, the Updated Study demonstrates an expected increase in residential housing of over 25,000 units by the year 2012 within the District's boundaries based upon the projections from the City of Tracy Urban management Plan and the Counties of Alameda and San Joaquin; and

WHEREAS, the District must impose development fees at the maximum amount allowed by law upon new residential development in order to provide sufficient revenues to construct and reconstruct school facilities needed to house students generated by new development within the District; and

WHEREAS, the District does not have available to it other sources of sufficient funds to construct facilities to house students generated by such development.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. The Board hereby finds that notice of the public hearing on adoption of this Resolution 07-16 was published in accordance with Government Code Section 6062a, and that the public was given the opportunity to comment at the public hearing held prior to adoption of this Resolution No.07-15.

2. The Board hereby reaffirms the findings made as part of Resolution No. 05-20, and specifically authorizes continuance of the fees imposed by that Resolution on new residential and commercial/industrial development until this Resolution No. 07-15 becomes effective.

3. The levy of the fees as described below is not subject to the California Environmental Quality Act ("CEQA") pursuant to Education Code Section 17621(a).

4. The Board hereby adopts and levies the following statutory school fees, to be effective sixty (60) days after adoption of this Resolution 07-15, and to be levied against all new residential construction and development within the boundaries of the District, which is not: (1) already covered by a separate agreement or Memorandum of Understanding between the District and a developer; (2) already part of CFD 97-1, which includes the statutory developer fee; or (3) otherwise conditioned through a legally binding agreement to provide full school impact mitigation by the City of Tracy or Counties of Alameda or San Joaquin.

a. Two Dollars and Ninety Seven Cents (\$2.97) per square foot of assessable space on all new residential construction (including mobile homes under Education Code Section 17625) and other residential construction which adds more than 500 net square feet of assessable space to an existing residential structure unless exempted under Revenue and Taxation Code Section 74.3.

b. Forty Seven Cents (\$.47) per square foot of assessable space for commercial/industrial development and Senior Citizen housing in accordance with Government Code Sections 65995.1 and 65995.2.

c. In areas of the District where there are feeder elementary school districts, the District shall levy the difference between the residential or commercial/industrial fee levied by the elementary school district and \$2.97 per square foot or \$.47 per square foot respectively.

d. The District may expend fees collected under this Resolution to pay for the cost of any updated study and in addition may expend up to three percent (3%) of the fees collected in any fiscal year for reimbursement of the administrative costs incurred in collecting the fees (Education Code Section 17620(a)(5)).

5. The District has previously adopted the Study, the Updated Study, the review of the 1998 Study, and the "Non-Residential Statutory Development Fee

Justification" with their findings and conclusions, and incorporates them by reference into this Resolution, and specifically finds:

a. The purpose of the fees authorized by this Resolution and by Resolution 05-20 is to finance public school facilities to house and provide educational services for increased student enrollment caused by new development within District boundaries. The Study shows an estimated enrollment increase of over 7,000 new students, causing the need for approximately 3 new elementary schools, 1 middle school and 3 high schools by the year 2012.

b. Development fees collected pursuant to this Resolution and Resolution No. 05-20 shall be used to finance new public school facilities (including additions to existing campuses) to house the additional students to be generated from new development as described in the Updated Study.

c. Pursuant to Government Code Section 66007(b), development fees shall be charged upon issuance of a building permit, and shall be paid prior to receiving a certificate of compliance from the District. The District designates the Assistant Superintendent, Business Services as the official responsible for collection and determination of the fee.

d. There is a reasonable relationship between the use of the fees imposed by this Resolution and Resolution No. 05-20, and the type of development project upon which the fees are imposed in that the fees will be used to construct school facilities necessary to house additional students generated by residential development projects within the District, as set forth in the above-mentioned Updated Study.

e. There is a reasonable relationship between the need for additional school facilities and the type of project on which the fee is imposed in that new residential development within the District burdens the District's existing facilities by providing housing for additional school-age children who must be educated, creating a need for new school facilities and reconstructed school facilities to

house these students and provide other educational services to them. New commercial/industrial development within the District provides employment opportunities for individuals with school age children who may move into older homes within the District not subject to the Development Fee, or who may request that the District educate their school age children as a solution to transportation and childcare problems, although they may not reside within the boundaries of the District. Either situation will create a need for additional new school facilities or reconstructed school facilities to house students and provide other educational services to them. The District finds that the Non-Residential Statutory Development Fee Justification meets the requirement of Education Code Section 17621(e) with regard to the levy of fees on a commercial/industrial property.

6. The District finds that there is a reasonable relationship between the amount of the fee and the cost of the public facilities in that the cost of the necessary educational facilities resulting from each individual development exceeds the amount which would be generated through the development fees on each project, as set forth in the Updated Study. The Updated Study shows that the actual costs of the School facilities needed by the year 2012 on a per dwelling unit basis is approximately four and a half times the amount generated by the fees approved by this Resolution.

7. The District shall comply with the accounting and reporting requirements of Government Code Section 66001 (c) through (f).

8. The District has established an account for school facilities fees, appropriated funds for school facilities, and adopted a proposed plan for the expenditure of these funds.

9. Pursuant to Education Code Section 17624, the District will repay any fee levied after January 1, 1990 against a development project for which the building permit expires without the commencement of construction, less the amount of actual administrative costs incurred in repaying the fee.

10. Pursuant to Education Code Section 17621(e)(2) the governing board hereby delegates authority to the Assistant Superintendent, Business Services to hear appeals regarding the levying of developer fees on a commercial or industrial development. The party appealing imposition of the fee shall bear the burden of establishing that the fee is improper.

11. The Board directs that the Assistant Superintendent, Business Services shall transmit copies of this Resolution to the City of Tracy and to the Counties of Alameda and San Joaquin.

[illegible]

I, _____, Clerk of the Board of Education of the Tracy Joint Unified School District, do hereby certify that the foregoing resolution was duly adopted by the Board of Education of said District at a regular meeting thereof held on February 26, 2008 and that it was so adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Clerk, Board of Education



BUSINESS SERVICES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: Dr. Casey Goodall, Associate Superintendent for Business Services
DATE: February 15, 2008
SUBJECT: Approve Substitution of Sutter Foam & Coating with a replacement Contractor as the Roofing Subcontractor for Tracy High School 40 Classroom Building

BACKGROUND: On July 10, 2007, Roebbelen Contracting submitted the apparent low bid for the Tracy High School 40 Classroom Building Project; an agreement was signed on 8/20/07 awarding the project to Sutter Foam & Coating.

On February 4, 2008, the District received a letter from Roebbelen Construction requesting substitution of the subcontractor listed for roofing, Sutter Foam & Coating. Sutter Foam & Coating was unable to complete their contractual duties and are in violation of Public Contract Code 4107.a.3 and 4107.a.7.

RATIONALE: The Prime Contractor can request substitution based on the Public Contract Codes 4107.a.3; the subcontractor listed in the bid fails or refuses to perform his/her subcontract; 4107.a.7; when the work performed by the listed subcontractor is substantially unsatisfactory and not in substantial accordance with the plans/specs, or the subcontractor is substantially delaying or disrupting the progress of the work.

This agenda item supports the Strategic Goal #8, Modern and Safe Facilities

FUNDING: Project funded by Bond

TIMING: The proposed changes will become effective upon approval of the Board.

RECOMMENDED ACTION: Approve Substitution of Sutter Foam & Coating with a replacement contractor as the Roofing Subcontractor for Roebbelen Construction; Tracy High School 40 Classroom Building. Replacement contractor information will be provided at the 3/11/08 Board meeting.

Prepared by: Denise Wakefield, Director of Facilities Development

Roebbelen

February 4, 2008

To: Tom Crites
RGM and Associates
3230 Monument Way
Concord, CA 94518

RE: Tracy High School 40 Classroom Building
315 East 11th Street
Tracy, CA 95376
Our Job No: 30-07-207

Subject: Request for the substitution of a Subcontractor

Dear Mr. Crites:

Pursuant to Section 4107(a) (1) of the California Public Contract Code, we are hereby requesting the substitution of a subcontractor for the performance of the roofing at the 40 Classroom Building at Tracy High School.

Sutter Foam and Coating, Inc. originally bid the project and was listed as a subcontractor in our original bid. Sutter Foam and Coating has been unresponsive to our requests for submittals and the return of a signed contract. As a result we request that a subcontractor to be determined this week be substituted for Sutter Foam and Coating, Inc.

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

Sincerely,

ROEBBELEN CONTRACTING, INC.



Bill Sheets
Project Manager

Cc: Sutter Foam and Coating, Inc.

- Roebbelen Management, Inc.
- Roebbelen Contracting, Inc. CA License #734124
- Roebbelen Contracting, Inc. NV License #0056512
- Roebbelen Construction Management Services, Inc. CA License #808764

ISO 9001: 2000 Certified

1241 Hawks Flight Court
El Dorado Hills, CA 95762

phone: 916.939.4000
fax: 916.939.4028

www.roebbelen.com



TRACY
UNIFIED SCHOOL DISTRICT

ADMINISTRATIVE SERVICES MEMORANDUM

TO: Board of Trustees
FROM: Dr. James Franco, Superintendent
DATE: February 19, 2008
SUBJECT: Cast Ballot for CSBA 2008 Delegate Assembly Election

BACKGROUND: There are three vacancies to be filled in Subregion 8-A, however there are two candidates.

RATIONALE: The official ballot for Subregion 8-A has been received for the CASBA Delegate Assembly election. Each member board submits one ballot. Each Board may vote for up to three candidates. A biographical sketch for each candidate is enclosed. The ballot for subregion 8-A also allows spaces for write-in candidates. The positions will be filled by the candidates receiving the highest number of votes. The candidates are:

____ Diana Machado (Linden USD)
____ Evelyn Moore (Manteca USD)

FUNDING: N/A

RECOMMENDATION: Cast Ballot for CSBA 2008 Delegate Assembly Election

Prepared by: Dr. James Franco, Superintendent

This complete, **ORIGINAL** Ballot must be **SIGNED** by the Superintendent or Board Clerk and returned in the enclosed envelope postmarked by the post office No Later Than **MONDAY, MARCH 17, 2008**. Only ONE Ballot per Board. Be sure to mark your vote "X" in the box. *A PARTIAL, UNSIGNED, PHOTOCOPIED, OR LATE BALLOT WILL NOT BE VALID.*

OFFICIAL 2008 DELEGATE ASSEMBLY BALLOT
SUBREGION 8-A
(San Joaquin County)

Number of vacancies: 3 (Vote for no more than 3 candidates)

Delegates will serve two-year terms beginning April 1, 2008 – March 31, 2010

**denotes incumbent*

☐ Diana Machado (Linden USD)*

☐ Evelyn Moore (Manteca USD)*

Provision for Write-in Candidate Name *School District/COE*

Provision for Write-in Candidate Name *School District/COE*

Provision for Write-in Candidate Name *School District/COE*

Signature of Superintendent or Board Clerk

TITLE

School District/COE Name

See reverse side for a current list of all Delegates in your Region.

**CSBA****2008 Delegate Assembly Biographical Sketch Form****Due: Monday, January 7, 2008** (U.S. Postmark or fax – 916.669.3305 or 916.371.3407)

This **required**, one-page, single-sided, biographical sketch form must be completed in the spaces provided. An optional, single-sided, one-page résumé may also be submitted. This required form and **optional** résumé will be copied exactly as received. Please **do not** state "See résumé."

Any page(s) exceeding this one page, single-sided requirement for the bio sketch and the optional résumé will **not** be accepted.

Name <u>Diana Machado</u>		Region/Subregion <u>8/A</u>	
Address <u>P.O. Box 676</u>		City <u>Linden</u>	Zip <u>95236</u>
Res. Ph. <u>209 931-6768</u>	Bus. Ph. <u>2500</u>	E-mail <u>HATRACK@aol</u>	
District <u>Linden Unified</u>	ADA	Years on board <u>17</u>	
Are you a continuing CSBA Delegate? <u>yes</u>		If yes, how long have you served as a Delegate? <u>4 yrs.</u>	

Please describe your activities/involvement or interests in your local district.

I served as President of the Board several times. I worked on the district's long range planning, curriculum council, writing assessments and many other curriculum committees.

Please describe any other education-related activities/involvement.

I am a teacher.

Please describe your activities/involvement in CSBA and explain why you are interested in serving as a CSBA Delegate.

I am interested in keeping up with what is going in education on all levels.

Your signature indicates your consent to have your name placed on the ballot and to serve as a Delegate if elected.

Signature Diana Machado Date 11/14/07

**CSBA****2008 Delegate Assembly Biographical Sketch Form****Due: Monday, January 7, 2008** (U.S. Postmark or fax – 916.669.3305 or 916.371.3407)

This **required**, one-page, single-sided, biographical sketch form must be completed in the spaces provided. An optional, single-sided, one-page résumé may also be submitted. This required form and **optional** résumé will be copied exactly as received. Please **do not** state "See résumé."

Any page(s) exceeding this one page, single-sided requirement for the bio sketch and the optional résumé will **not** be accepted.

Evelyn Moore		8/A
Name	Region/Subregion	
703 Sierra Street	Manteca	95336
Address	City	Zip
(209) 823-5160	(209) 835-3200	revlynmr@aol.com
Res. Ph.	Bus. Ph.	E-mail
Manteca Unified	23,000 - plus	13
District	ADA	Years on board
Are you a continuing CSBA Delegate? <u>Yes</u>		If yes, how long have you served as a Delegate? <u>12</u>

Please describe your activities/involvement or interests in your local district. Give Every Child A Chance (Board of Directors and Literacy Tutor); South County Crisis Center; Manteca Historical Society, Director and Docent; Member of Manteca Federated Women's Club; Member San Joaquin County Children's Commission; and Friends of the Library. Worked for community non-profit fund-raising activities with Boys & Girls Club, Give Every Child A Chance, and semi-annual community events for Historical Society.

Please describe any other education-related activities/involvement. Visits to the schools; Attend school activities when invited and available; School to Career advisory committee; Chair of essay contest for Give Every Child A Chance allowing students to earn money for scholarships; Member San Joaquin County School Boards Association 13 years and Past President two years; Member Manteca 2x2 Committee; Member Student Achievement Ad Hoc Committee; Current Wellness Policy Committee; and MHS WASC Committee. Serve on MUSD Executive Committees: Student Achievement, Finance, Facilities, and Cultural Proficiency.

Please describe your activities/involvement in CSBA and explain why you are interested in serving as a CSBA Delegate. Attend CSBA's Annual Conference, Completed CSBA Boardmanship Training and Masters of Governance, Delegate Assembly 12 years, and on-site school validator four times for Golden Bell nominees for four schools and counted votes for Delegate elections in Sacramento. I have enjoyed serving on the Delegate Assembly and the chance to share knowledge with other delegates. It has been a natural extension of my career as a teacher. The training offered by CSBA has been valuable for the management and political perspective.

Your signature indicates your consent to have your name placed on the ballot and to serve as a Delegate if elected.

Signature Evelyn Moore

December 13, 2007

Date



TRACY
UNIFIED SCHOOL DISTRICT

BUSINESS SERVICES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: Dr. Casey Goodall, Associate Superintendent for Business
DATE: February 19, 2008
SUBJECT: Approve Resolution 07-17; Intention of Tracy Unified School District Board of Education to Form a School Facilities Improvement District

BACKGROUND: Proposition 39 Bond Elections, which need a 55% approval rate, can only be held in conjunction with a regularly scheduled local election or a general election date. The upcoming election dates are June 3, 2008 and November 4, 2008. The next available election date will not be until June 2010 which will be the next State-wide primary.

Although staff is not recommending another bond measure at this time, we have started the formation of a SFID in the event the Board decides to pursue a bond measure for only those schools in the K-12 boundaries of the District.

RATIONALE: Legal council has prepared the attached resolution of the Board of Trustees of the Tracy Joint Unified School District with the intention to form a school facilities improvement district.

FUNDING: Funding for the SFID will come from developer fees or unrestricted facilities funds, but could be reimbursed from the proceeds of a successful bond measure.

RECOMMENDATION: Approve Resolution 07-17; Intention of Tracy Unified School District Board of Education to Form a School Facilities Improvement District

Prepared by: Denise Wakefield, Director of Facilities



**TRACY JOINT UNIFIED SCHOOL DISTRICT
RESOLUTION NO. 07-17**

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE
TRACY JOINT UNIFIED SCHOOL DISTRICT OF
INTENTION TO FORM A SCHOOL FACILITIES
IMPROVEMENT DISTRICT**

WHEREAS, the Board of Trustees (the "Board") of the Tracy Joint Unified School District (the "School District"), located within the County of San Joaquin ("San Joaquin County") and the County of Alameda, desires to form a school facilities improvement district in the portion of the territory within the School District in which the elementary and high school districts have unified (the "School Facilities Improvement District") for the purpose of financing the construction, reconstruction, improvement, rehabilitation, or replacement of school facilities for K through eighth grade students served by the School District, including the furnishing and equipping of such school facilities, and the acquisition or lease of real property for such school facilities, for the benefit of the area of land proposed to be included within the School Facilities Improvement District; and

WHEREAS, the Board anticipates that it will be necessary and desirable to place a ballot measure for approval of bonds before the voters of the School District residing in the School Facilities Improvement District to finance the construction, reconstruction, improvement, rehabilitation, or replacement of school facilities for K through eighth grade students served by the School District, including the furnishing and equipping of such school facilities, and the acquisition or lease of real property for such school facilities; and

WHEREAS, Chapter 2 (the "SFID Chapter") of Part 10 of Division 1 of Title 1 of the California Education Code (the "Education Code") provides a method for (a) the formation of school facilities improvement districts consisting of a portion of the territory within a school district, (b) the conduct of bond elections within such school facilities improvement districts, and (c) the issuance of general obligation bonds by school districts for such school facilities improvement districts; and

WHEREAS, subdivision (a) of Education Code Section 15301 provides that a school district that has a community facilities district formed pursuant to the Mello-Roos Community Facilities

Act of 1982 (the "Mello-Roos Act") for the purposes of financing the construction of school facilities within a portion of the territory of the school district, may proceed under the SFID Chapter; and

WHEREAS, subdivision (b) of Education Code Section 15301 provides that the boundaries of such a school facilities improvement district shall include all of the portion of the territory within the boundaries of the school district that is not located within the boundaries of any such community facilities district; and

WHEREAS, subdivision (c) of Education Code Section 15301 provides that a school district may conduct proceedings under the SFID Chapter without meeting the requirements of subdivisions (a) and (b) of Education Code Section 15301 if the governing board of the school district determines that it is necessary and in the best interest of the school district to form a school facilities improvement district to finance school facilities and purposes authorized pursuant to Education Code Section 15100; and

WHEREAS, subdivision (c) of Education Code Section 15301 also provides that, as a part of such determination, the governing board of the school district shall make a finding that the overall cost of financing the bonds issued pursuant to Part 10 of Division 1 of Title 1 of the Education Code would be less than the overall cost of other school facilities financing options available to the school district, including, but not limited to, issuing bonds pursuant to the Mello-Roos Act; and

WHEREAS, Section 15303 of the Education Code provides that the SFID Chapter shall not be operative in a county or counties until the board of supervisors of the county in which the county superintendent of schools having jurisdiction over the school district in which the school facilities improvement district is located, and the board of supervisors of any county in which the school facilities improvement district is located, by resolution adopted by a majority vote of each affected board of supervisors, makes the SFID Chapter applicable in the county or counties; and

WHEREAS, the School District's financial advisor has advised the Board that the overall cost of financing the construction, reconstruction, improvement, rehabilitation, or replacement of school facilities for K through eighth grade students served by the School District, including the furnishing and equipping of such school facilities, and the acquisition or lease of real property for such school facilities, with bonds issued pursuant to Part 10 of Division 1 of Title 1 of the Education Code would be less than the overall cost of other school facilities financing options available to the School District, including, but not limited to, issuing bonds pursuant to the Mello-Roos Act; and

WHEREAS, the Superintendent of Schools of San Joaquin County has jurisdiction over the District and the School Facilities Improvement District is located entirely within San Joaquin County; and

WHEREAS, the Board of Supervisors of San Joaquin County by its Resolution No. R-99-538, adopted on September 21, 1999, approved the use of the SFIID Chapter by school districts within San Joaquin County;

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of the Tracy Joint Unified School District as follows:

Section 1. All of the above recitals are true and correct.

Section 2. The Board hereby finds that the overall cost of financing the construction, reconstruction, improvement, rehabilitation, or replacement of school facilities for K through eighth grade students served by the School District, including the furnishing and equipping of such school facilities, and the acquisition or lease of real property for such school facilities, with bonds issued pursuant to Part 10 of Division 1 of Title 1 of the Education Code would be less than the overall cost of other school facilities financing options available to the School District, including, but not limited to, issuing bonds pursuant to the Mello-Roos Act.

Section 3. The Board hereby determines that it necessary and in the best interest of the School District to form the School Facilities Improvement District in order to finance school facilities and purposes authorized pursuant to Education Code Section 15100.

Section 4. The Board proposes to establish the School Facilities Improvement District under the terms of the SFID Chapter. The boundaries of the territory proposed for inclusion in the School Facilities Improvement District are described in the map (the "Boundary Map") showing the exterior boundaries of the territory proposed for inclusion in the School Facilities Improvement District on file with the Clerk of the Board, and the Boundary Map is and shall be available for inspection by the public at the offices of the School District during regular business hours.

Section 5. The name proposed for the School Facilities Improvement District is "School Facilities Improvement District No. 3 of the Tracy Joint Unified School District."

Section 6. The School Facilities Improvement District shall be formed for the purpose of conducting an election and issuing bonds of the School Facilities Improvement District in order to finance the construction, reconstruction, improvement, rehabilitation, or replacement of school facilities for K through eighth grade students served by the School District, including the furnishing and equipping of such school facilities, and the acquisition or lease of real property for such school facilities, for the benefit of the area of land proposed to be included within the School Facilities Improvement District, consistent with the requirements set forth in the SFID Chapter, as the Board may hereafter further define in a resolution calling a bond election pursuant to said law.

Section 7. The estimated cost of the school facilities, furniture and equipment, and land proposed to be financed from bonds of the School Facilities Improvement District is \$75,000,000, including costs incidental to the creation of the School Facilities Improvement District, the conduct of a bond election and the issuance of the bonds.

Section 8. The proposed bonds shall be payable from the proceeds of *ad valorem* taxes to be levied exclusively upon the lands within the School Facilities Improvement District.

Section 9. The Board hereby fixes Tuesday, April 8, 2008 at 7:00 p.m., or as soon thereafter as the Board may reach the matter, at 1875 West Lowell Avenue, Tracy, California, as

the time and place when and where the Board will conduct a public hearing on the formation of the School Facilities Improvement District. All interested persons, including any persons owning lands within the School District, or in the proposed School Facilities Improvement District, are hereby notified that they may appear at the hearing and be heard on the matter of this Resolution, or any matters set forth herein.

Section 10. The Clerk of the Board is hereby authorized and directed to publish a notice of the hearing in a newspaper of general circulation published in the County, two times, the first being at least 14 days prior to the hearing and the second at least five days following the first. Said notice shall contain the information prescribed by Education Code Section 15321.

Section 11. This Resolution shall be effective from and after its date of adoption.

PASSED AND ADOPTED this day, February 26, 2008, by the following vote:

AYES:

NOES:

ABSTAIN

ABSENT:

President of the Board of Trustees
Tracy Joint Unified School District

Attest:

Clerk of the Board of Trustees

CLERK'S CERTIFICATE

I, _____, Clerk of the Board of Trustees of the Tracy Joint Unified School District, hereby certify that the foregoing is a full, true and correct copy of a resolution duly adopted at a regular meeting of said Board of Trustees duly and regularly held on February 26, 2008, of which meeting all of the members of said Board of Trustees had due notice and at which a majority thereof were present; and that at said meeting said resolution was adopted by the following vote:

AYES:

NOES:

ABSENT OR NOT VOTING:

An agenda of said meeting was posted at least 72 hours before said meeting at 1875 West Lowell Avenue, Tracy, California, a location freely accessible to members of the public, and a brief general description of said resolution appeared on said agenda.

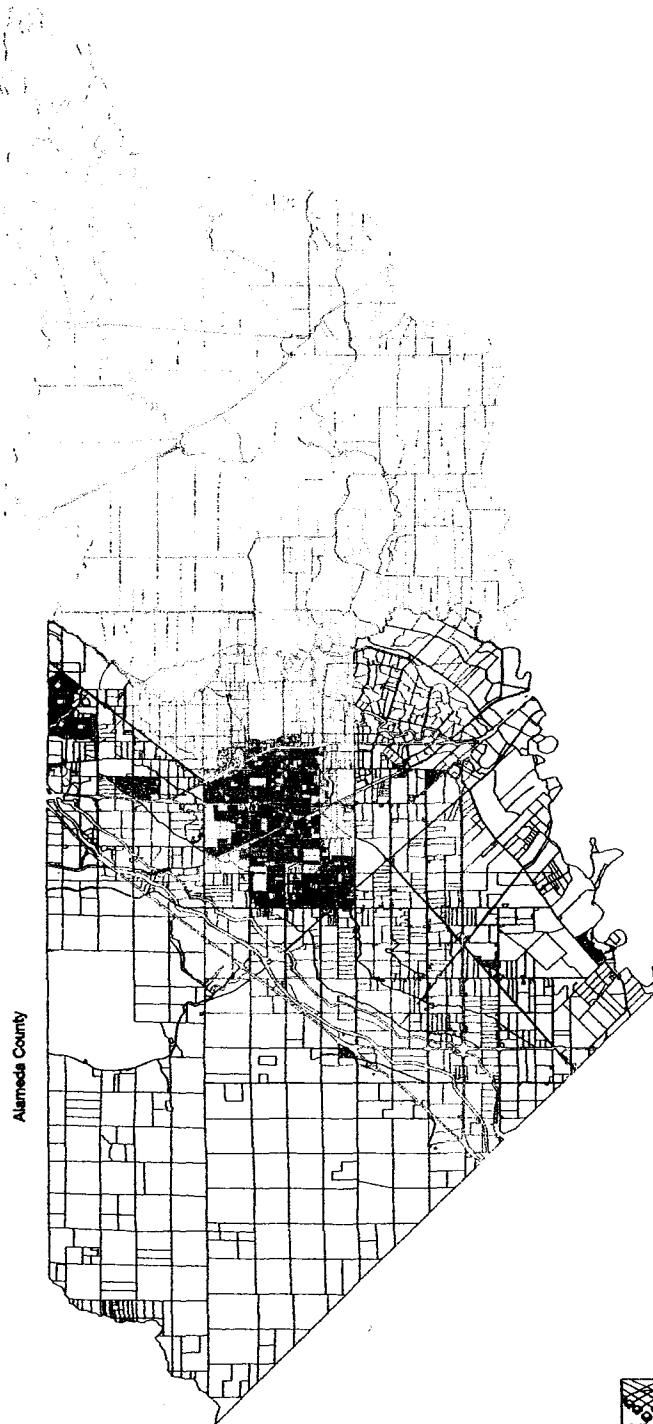
I further certify that I have carefully compared the same with the original minutes of said meeting on file and of record in my office; that the foregoing resolution is a full, true and correct copy of the original resolution adopted at said meeting and entered in said minutes; and that said resolution has not been amended, modified or rescinded since the date of its adoption, and the same is now in full force and effect.

Dated: _____, 2008

Clerk of the Board of Trustees
Tracy Joint Unified School District

**TRACY UNIFIED SCHOOL DISTRICT
SCHOOL FACILITIES IMPROVEMENT DISTRICT NO. 3**

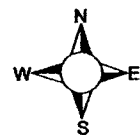
**COUNTY OF SAN JOAQUIN
STATE OF CALIFORNIA**



Legend



SFID NO. 3 BOUNDARIES



MuniFinancial

27200 Via Industriale
Suite 120
Tracy, California 95390-2927
Phone (951) 897-3500 Fax (951) 897-3510



BUSINESS SERVICES MEMORANDUM

To: James Franco, Superintendent
From: C. Goodall, Assistant Superintendent for Business
Date: February 19, 2008
SUBJECT: Authorize the Associate Superintendent for Business Services to Enter Into an Agreement with MyLunchMoney.Com To Allow Online Payment for Meals

BACKGROUND: Students who purchase meals from the Tracy Unified School District Food Services program, make payments in a variety of ways, all of which are time consuming, difficult to track, and require a complex process for handling cash and checks. Parents find it difficult to monitor their child's balance.

RATIONALE: School Link Technologies, Inc., in partnership with First of Omaha Merchant Processing and Payment Processing Inc. has teamed to create a new service for school lunch programs called myLunchMoney.com. The proposed system would allow parents to create a secure online account. Parents could manage their student's account easily and conveniently, whether by utilizing the "Smart Pay" option to add money to the account, or simply by viewing the student's meals purchases. Long lines of students making payments, and complex cash handling procedures, could be reduced or eliminated. Lunch lines could be processed faster.

The attached documents describe the program more fully.

FUNDING: There is not cost to the District. The program is options, but parents who chose to participate would pay a \$1.95 flat fee.

RECOMMENDATION: Authorize the Associate Superintendent for Business Services to Enter Into an Agreement with MyLunchMoney.Com To Allow Online Payment for Meals

Introduction to . . .



School-Link Technologies, Inc., in partnership with First of Omaha Merchant Processing and Payment Processing Inc. have teamed to create a new service for school lunch programs called myLunchMoney.com™.

Parents can say goodbye to sending cash and checks to the school cafeteria, by creating a secure online account, parents can manage their student's life easily and conveniently. Whether it's utilizing our "Smart Pay" option that adds money to your student's account when it gets low or whether it's simply viewing what your child's meal purchases for the week, myLunchMoney.com provides you with a direct link to your student's school wherever you have internet access. Now parents can experience the benefits of using myLunchMoney.com by taking advantage of some of our popular features:

Districts and cafeterias can experience less labor filled days because myLunchMoney.com does all the work for you. Payments are processed quickly and easily which helps to increase cafeteria productivity and efficiency. School-Link Technologies, Inc. provides you with the software necessary to implement myLunchMoney.com in your schools.

myLunchMoney.com benefits ...**Your Parents, Your Students, Your Business, Your Day, and Your Life.**

YOUR PARENTS

- ✓ Convenience – Eliminates the need for parents to write checks or get cash. With our "Smart Pay" payment option, parents can make their first payment their last.
- ✓ Peace of Mind – Parents know that their child will always have money available for meals through our secure payment environment.
- ✓ Account Information – Once registered, parents can check their child's balance at any time.

YOUR STUDENTS:

- ✓ Lunch Money is Always Available – Students need not worry about forgetting lunch money.
- ✓ Faster Lunch Lines – Eliminating cash sales in the line speeds up lines, giving students more time to eat and you more time to serve additional students.

YOUR BUSINESS:

- ✓ Increased Sales- More money in the accounts means greater sales and more profit.
- ✓ Better Cash Flow Management – Credit Card prepayments are in larger amounts and more quickly accessible (transfer to your bank account within 48-72 hours).
- ✓ Reduced Bad Checks – Reduce the fees of processing and time of collecting insufficient funds checks. Credit Cards mean guaranteed payment.
- ✓ Reduce Pilferage – Eliminate the cash handled and reduce the opportunity for theft.

YOUR DAY

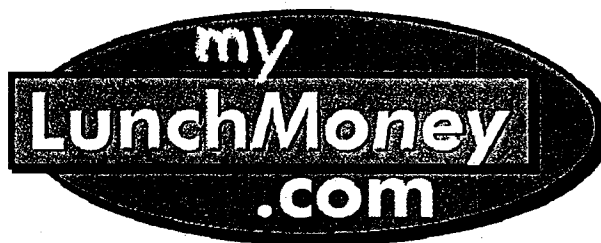
- ✓ Refocus Resources – Eliminate payment entry and allow your staff to perform other more productive tasks.
- ✓ Automatic Updating – Prepayments are automatically processed and updated in the WinSNAP system.
- ✓ Communications to Parents – Parents receive confirmations of payments and can receive emails when balances are low. We remove the burden of supporting parents. Calling the toll-free number, parents can ask questions, get help, and make payments.
- ✓ System Management – We manage and maintain the site and systems, 24/7 so you don't have to.

YOUR LIFE

- ✓ Less management of systems means more time to improve your operations and manage your staff.
- ✓ Convenience for Parents, Faster Payment, Increased Sales, Streamlined Management, More Time.

YOUR COST

- ✓ No start up fee, no licensing fees
- ✓ District Pay Model – District pays 3.95% of total transaction amount plus \$0.25 per transaction
- ✓ Parent Pay Model – Parent pays a flat \$1.95 fee for each transaction (transaction based on per school site basis)



myLunchMoney.com

Implementation

The deployment of myLunchMoney.com is designed to be both convenient and efficient for District Administrators. School-Link Technologies and its partners complete the majority of the setup. The entire setup can be completed in 10 working days. Before the deployment of myLunchMoney.com can take place Districts must complete the set up forms provided to them by myLunchMoney.com staff. Once these forms are complete, they can be faxed to our office and the implementation process can begin. The documents are listed below:

1. **Credit Card Addendum** – Agreement to accept credit cards, including the fee schedule
2. **myLunchMoney.com Account Setup Form** – Used to collect basic information about the district and each school site, used in setting up individual accounts
3. **ACH Form with Attached Voided Check or Bank Letter** – Authorizes the transfer of funds into your district's bank

After we have received this information, we will forward the necessary documents to Payment Processing, Inc. to set up individual district/school accounts. Once the merchant numbers have been sent to us by PPI you will be contacted by our technical support center to schedule your client installation.

MERCHANT APPLICATION

Once your paperwork has been submitted to First National Bank of Omaha, you will receive a Merchant Application which requires the signature of an official within your district. The Merchant Application explains the rules and guidelines associated with credit card processing and keep businesses informed of standard processing procedures. This part of the enrollment process is mandated by Visa and MasterCard Card Associations and requires all merchants to sign a Merchant Application prior to processing credit card transactions

***This document must be signed and returned to FNBO, prior to processing transactions through myLunchMoney.com.**

CLIENT INSTALLATION

Once an Administrator has received Administrative username and passwords (this will be provided to you by myLunchMoney.com staff upon receipt of the set up documents) they will be directed to the myLunchMoney.com website to begin the installation process. This is a simple process that is not technically challenging. However, myLunchMoney.com staff will assist with the implementation of this software by remote or phone access. Should you require specific client installation instructions, please feel free to refer to the instructions posted on the mLM website in the Admin pages section.

CUSTOMER SUPPORT

To ensure a successful launch of the program, myLunchMoney.com will provide Customer and technical support. All parent accounts will be managed and maintained by myLunchMoney.com support staff. MyLunchMoney.com will provide customer support to all parents

will assist parents with account set-ups and address any issues related to myLunchMoney.com. Parents may contact myLunchMoney.com support staff by calling 1-800-479-3531.

TECHNICAL SUPPORT

Technical Support will be provided to Districts at no charge for all myLunchMoney.com related matters. Administrators may contact myLunchMoney.com technical support staff by calling 1-800-748-9631.

MARKETING

MyLunchMoney.com will provide Districts with marketing materials, including flyers, magnets, posters, etc. The marketing materials will be distributed to parents along with the suggested Parent Letter to introduce this program to parents. Parent letters (now available in Spanish) can be downloaded from the myLunchMoney.com website as well.

REPORTS

myLunchMoney.com is completely integrated with our POS software, for this reason, the reporting process does not change. In addition, credit card prepayments are easily tracked by Sales and Meal Count Report, Sales History, and Prepayment Summary reports, easily accessed through Win Snap. The Merchant Reconciliation located on the myLunchMoney.com website, can be used by Administrators to do monthly reconciliation or track individual payments. This feature provides the ability to locate payments by school or dates making the reconciliation process much easier for administrators.

MISCELLANEOUS

No additional resources will be needed, as myLunchMoney.com will perform most of the groundwork needed to implement this program. However, District Administrators are encouraged to inform their staff and provide them with a basic overview of the service. MyLunchMoney.com staff will assist in this process as well.

RECAP OF ENROLLMENT PROCESS

Step 1. Sign and Complete Set up Documents

Step 2. Client Installation (this will be done when merchant accounts are received by Payment Processing Inc.)

Step 3. Distribute Flyers- Parent and Staff Letters can be distributed.

Step 4. Promote! Promote! Promote! Aside from flyers, districts have used the following marketing tools to promote myLunchMoney.com:

- **Online links**
- **Website Banners**
- **Newsletters**
- **Press release**
- **School Menus**
- **School marquis**
- **Radio Public Service Announcements**
- **In-school contest and promotions**

Step 5. Go live



EDUCATIONAL SERVICES MEMORANDUM

TO: Board of Education
FROM: Dr. James Franco, Superintendent
DATE: February 19, 2008
SUBJECT: Adopt Resolution No. 07-20 on Governor's Proposed 2008-09 Budget

BACKGROUND: Governor Schwarzenegger's 2008-09 budget proposal and the Legislative Analyst Office's review calls for massive and devastating cuts to K-12 students and schools by reducing Proposition 98 in the current year and for 2008-09. The proposed \$4.4 billion cut to Proposition 98 funding could result in laying off tens of thousands of teachers statewide and would also result in increases in class size, not to mention a further erosion of the support system for students provided by classified and paraprofessional staff.

RATIONALE: The Governor's proposed budget reductions are fundamentally inconsistent with the state's goal of improving student achievement, at a time when our students are making progress toward meeting rigorous state and federal education standards. Tracy Unified School District strongly opposes the Governor's 2008-09 budget and urges the Governor and Legislature to discuss all possibilities to solve the budget crisis including new revenue sources.

FUNDING: N/A

RECOMMENDATION: Adopt Resolution No. 07-20 on Governor's Proposed 2008-09 Budget.

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



**TRACY UNIFIED SCHOOL DISTRICT
RESOLUTION NO. 07-20**

Resolution on Governor's Proposed 2008-09 Budget

WHEREAS, California's more than 6 million students deserve high-quality schools with well-trained educators, small class sizes, quality instructional materials, up-to-date textbooks and dynamic parental support; and

WHEREAS, Governor Schwarzenegger's 2008–09 budget proposal and the Legislative Analyst Office's review calls for massive and devastating cuts to K–12 students and schools by reducing Proposition 98 in the current year and for 2008–09; and

WHEREAS, A \$4.4 billion cut to Proposition 98 funding could result in laying off tens of thousands of teachers statewide and would also result in increases in class size, not to mention a further erosion of the support system for students provided by classified and paraprofessional staff; and

WHEREAS, Under the governor's proposed budget, Tracy Unified School District would lose approximately \$880,000 in the current fiscal year due to mid-year cuts and \$7.2 million in 2008–09 due to the suspension of Proposition 98; and

WHEREAS, Tracy Unified School District has suffered more than \$4 million in cuts in the last several years, damaging local efforts to ensure up-to-date textbooks and ongoing teacher training, and guarantee small class sizes; and

WHEREAS, According to recently released reports and studies, California spends \$1,900 less per student than the national average — seriously underfunding its public schools; and

WHEREAS, The governor's proposed budget reductions are fundamentally inconsistent with the state's goal of improving student achievement, at a time when our students are making progress toward meeting rigorous state and federal education standards; and

WHEREAS, The "Getting Down to Facts" studies show that billions more need to be invested in education in California to ensure the opportunity for all students succeed now and in the future; and

WHEREAS, The \$14 billion budget problem was not created by our students and fixing the problem should not come at the expense of their educational progress and success; and

WHEREAS, California voters approved — and continue to strongly support — Proposition 98 to protect schools and students from harmful budget cuts and to establish a minimum level of education funding; and

WHEREAS, The governor's budget proposal goes against the will of California voters; now therefore,

BE IT RESOLVED that Tracy Unified School District strongly opposes the governor's 2008–09 budget proposal and urges the governor and Legislature to discuss all possibilities to solve the budget crisis including new revenue sources.

Resolved this 26th day of February, 2008 at a regular meeting of the Board of Education of the Tracy Unified School District by the following vote:

AYES:

NOES:

ABSENT:

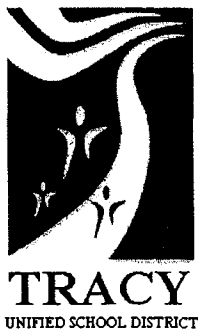
ABSTENTION:

PRESIDENT, BOARD OF EDUCATION
TRACY UNIFIED SCHOOL DISTRICT

Attest:

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

Clerk
Board of Education
Tracy Unified School District



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: *SH* Dr. Sheila Harrison, Assistant Superintendent of Educational Services
DATE: February 26, 2008
SUBJECT: Approve Resolution #07-18 Establishing March as “Arts in Education Month”

BACKGROUND: Many national and state professional education associations hold celebrations in March focused on art in education. Our District has worked to develop standards in the areas of Visual and Performing Arts as well as a variety of programs. While it is a constant struggle to offer a quality Visual and Performing Arts program due to demands placed on the curriculum by an increased number of standards that need to be addressed in state adopted curriculum, our District has continued to promote and offer a strong Visual and Performing Arts program.

RATIONALE: This resolution recognizes the importance of the arts in education and our society. It advocates for school districts to continue offering a comprehensive Visual and Performing Arts program for all students. This supports Strategic Goal #4 – Developing the Whole Student.

FUNDING: N/A

RECOMMENDATION: Approve Resolution #07-18 Establishing March as “Arts in Education Month”

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



**TRACY UNIFIED SCHOOL DISTRICT
RESOLUTION #07-18
RESOLUTION AUTHORIZING MARCH AS
“ARTS IN EDUCATION MONTH”**

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

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

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

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

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

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

THEREFORE BE IT RESOLVED, on February 26, 2008 that the Tracy Unified School District Board of Education joins the California State Board of Education in proclaiming the Month of March 2008 as Arts Education Month and encourages all schools in the Tracy Unified School District to celebrate the arts with meaningful student activities and programs that demonstrate learning and understanding in the visual and performing arts; and be it further;

PASSED AND ADOPTED this the 26th day of February, 2008, by the Board of Trustees of the Tracy Unified School District the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

**James Vaughn, President
Board of Trustees
Tracy Unified School District**

Attested:

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

**Bill Swenson, Clerk
Board of Trustees
Tracy Unified School District**



HUMAN RESOURCES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: James Mousalimas, Assistant Superintendent of Human Resources
DATE: February 11, 2008
SUBJECT: Adopt Resolution No. 07-14 Authorizing Teachers to Teach Outside of their Major/Minor

BACKGROUND: Education Code Section **44263** authorizes teaching outside major and minor provided that the teacher has eighteen (18) semester hours of coursework, or nine (9) semester hours of upper division or graduate coursework in the subject area to be taught. The Tracy Unified School District currently has two (2) teachers teaching subjects outside of their majors and minors.

Education Code Section **44256(b)** authorizes the holder of a multiple subject teaching credential or a standard elementary credential to teach any subject in departmentalized classes to a given class or group of students below grade 9, provided that the teacher has completed at least 12 semester units, or six upper division or graduate units of coursework at an accredited institution in each subject to be taught. The authorization shall be with the teacher's consent. The Tracy Unified School District currently has seven (7) teachers with Multiple Subject credentials who are teaching departmentalized classes.

Education Code Section **44258.2** states, the holder of a single subject teaching credential or a standard secondary credential may, with his or her consent, be assigned by action of the governing board to teach classes in grades 5 to 8, inclusive, in a middle school, if he or she has a minimum of twelve semester units, or six upper division or graduate units of coursework at an accredited institution in the subject to which he or she is assigned. The Tracy Unified School District currently has one (1) teacher on this educational code.

RATIONALE: In all the above instances the teacher involved must give their consent and the Board must adopt a resolution (see attached) authorizing these assignments.

RECOMMENDATION: Adopt Resolution No. 07-14, authorizing teachers to teach outside their major and minor.

Prepared by: James Mousalimas, Assistant Superintendent of Human Resources.



TRACY
UNIFIED SCHOOL DISTRICT

**TRACY UNIFIED SCHOOL DISTRICT
RESOLUTION NO. 07-14**

**AUTHORIZING TEACHERS TO TEACH
OUTSIDE OF THEIR MAJOR/MINOR
2007-2008**

BE IT RESOLVED that the Governing Board pursuant to Education Code Sections **44263, 44256(b) and 44258.2** hereby authorizes assignment of a teacher licensed pursuant to the provisions of these sections, with his or her consent, to

Teach outside major and minor provided that the teacher has eighteen (18) semester hours of coursework, or nine (9) semester hours of upper division or graduate coursework in the subject area to be taught, and

Teach any subject in departmentalized classes to a given class or group of students below grade 9, provided that the teacher has completed at least twelve (12) semester units, or six upper division or graduate units of coursework.

Teach classes in grades 5 to 8, inclusive, in a middle school, if he or she has a minimum of twelve semester units, or six upper division or graduate units of coursework at an accredited institution in the subject to which he or she is assigned.

Authorization shall remain valid for one year.

PASSED and ADOPTED by the Board of Trustees of the Tracy Unified School District, San Joaquin and Alameda Counties, State of California, this 26th day of February, 2008, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

President, Board of Education

ATTESTED:

I hereby certify that the foregoing resolution was adopted by the Board of Trustees of the Tracy Unified School District of San Joaquin and Alameda Counties on the date shown above

Clerk, Board of Education

Name	Site	Assignment	Credential	Ed Code
Stephen Anastasio	WHS	PE	Professional Clear MS	44263
Matthew Loggins	WHS	PE	Professional Clear SS: Math w/SA: Intro Science	44263
Lisa Mendez	FR	Math	Prof Clear MS w/SA: Art	44256(b)
Ferne Martin	FR	Math	Prof Clear MS	44256(b)
Nelly Baretta	MV	Math	Life Multiple Subject	44256(b)
Jolene Azevedo	MV	PE	Professional Clear Multiple Subject	44256(b)
Kristi Basacker	KE	Science	Professional Clear Multiple Subject	44256(b)
Karen Kelly	KE	Math	Professional Clear Multiple Subject w/SA: Science	44256(b)
Kathleen Teixeira	THS	Math	Professional Clear Multiple Subject	44256(b)
Jessica Fresco	NO	Social Science	Prof Clear SS: English	44258.2



HUMAN RESOURCES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: James Mousalimas, Assistant Superintendent of Human Resources
DATE: February 19, 2008
SUBJECT: Approve Resolution 07-19, Authorizing Administrative Reassignments Effective the 2008-09 School Year

BACKGROUND: Due to the State budget crisis, the District administration is making budget recommendations that may require the reassignment of certificated administrators. Pursuant to Education Code 44951, the Governing Board of the Tracy Unified School District must approve Resolution 07-19 authorizing the reassignment of certificated administrators.

RATIONALE: Due to the State budget crisis, the District may have to reassign certificated administrators effective the 2008-09 school year to balance the District's budget. In order to reassign certificated administrators, the Governing Board must approve Resolution 07-19 per the requirements of Education Code 44951.

FUNDING: None.

RECOMMENDATION: Approve Resolution 07-19, Authorizing Administrative Reassignments Effective the 2008-09 School Year

Prepared by: James Mousalimas, Assistant Superintendent of Human Resources.



TRACY
UNIFIED SCHOOL DISTRICT

**TRACY UNIFIED SCHOOL DISTRICT
RESOLUTION NO. 07-19**

RESOLUTION REGARDING ADMINISTRATIVE REASSIGNMENT

WHEREAS, the Superintendent and Governing Board of a school district may, pursuant to state law, choose to release or reassign properly notified certificated administrators and supervisors for the next school year;

WHEREAS, pursuant to Education Code section 44951, all certificated employees holding a position requiring an administrative or supervisory credential will be continued in their present positions unless notified in writing prior to March 15 that they may be released from their position for the following year; and

WHEREAS, it is possible that the Superintendent will recommend and that the Board will choose to reassign administrators holding the following assignments listed effective the 2008-2009 school year:

Assistant Principal, YRE K-8 (3)

Assistant Principal, K-8 (1)

Assistant Principal K-5 (1)

High School Assistant Principal (2)

Continuation High School Principal (1)

GATE Coordinator (1)

Principal, Delta Island (1)

NOW, THEREFORE, BE IT RESOLVED THAT the Governing Board of the Tracy Unified School District hereby determines that the above-listed administrative positions may be reassigned for the 2008-2009 school year;

AND BE IT FURTHER RESOLVED THAT the Superintendent is directed before March 15, 2008, to send a written notice to each of them which shall either be deposited in the United States registered or certified mail, return receipt requested, with postage prepaid addressed to the last known address of each, or shall be personally delivered to each and for which each shall sign indicating receipt, and which shall notify each of the possible above-referenced reassignment for the 2008-2009 school year.

ADOPTED by the Governing Board of the Tracy Unified School District on February 26, 2008, by the following vote:

AYES:

NOES:

ABSENT:

President of the Board, James Vaughn

Clerk of the Board, Bill Swenson