

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

**DATE: TUESDAY, NOVEMBER 12, 2013**

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

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

**A G E N D A**

**1. Call to Order**

**Pg. No.**

**2. Roll Call – Establish Quorum**

Board: J. Costa, G. Crandall, W. Gouveia, T. Guzman, K. Lewis, G. Silva, J. Vaughn  
Staff: J. Franco, C. Goodall, S. Harrison, B. Etcheverry

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

**3.1 Educational Services**

**3.1.1** Finding of Fact #13-14/#14, 15, 16, 17

**3.1.2** Request to Expunge Record #13-14/RTE#2

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

**3.1.3** Early Graduation – THS #10201569

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

**3.1.4** PE Exemption – WHS #10310338

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

**3.2 Human Resources**

**3.2.1** Public Employee Evaluation

Title: Superintendent

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

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

**3.2.3** Conference with Labor Negotiator

Agency Negotiator: Sheila Harrison

Assistant Superintendent of Educational Services & Human Resources

Employee Organization: CSEA, TEA

**4. Adjourn to Open Session**

5. **Call to Order and Pledge of Allegiance**
  
6. **Closed Session Issues:**
  - 6a Finding of Fact #13-14/#14, 15, 16, 17  
**Action:** Motion \_\_; Second \_\_. **Vote:** Yes \_\_; No \_\_; Absent \_\_; Abstain \_\_.
  - 6b Report Out of Action Taken on Request to Expunge Record #13-14/RTE#2  
**Action:** Motion \_\_; Second \_\_. **Vote:** Yes \_\_; No \_\_; Absent \_\_; Abstain \_\_.
  - 6c Report Out of Action Taken on Early Graduation – THS #10201569  
**Action:** Motion \_\_; Second \_\_. **Vote:** Yes \_\_; No \_\_; Absent \_\_; Abstain \_\_.
  - 6d Report Out of Action Taken on PE Exemption – WHS #10310338  
**Action:** Motion \_\_; Second \_\_. **Vote:** Yes \_\_; No \_\_; Absent \_\_; Abstain \_\_.
  
7. **Approve Regular Minutes of October 22, 2013.** 1-5  
**Action:** Motion \_\_; Second \_\_. **Vote:** Yes \_\_; No \_\_; Absent \_\_; Abstain \_\_.
  
8. **Student Representative Reports:** None.
  
9. **Recognition & Presentations:** An opportunity to honor students, employees and community members for outstanding achievement:
  - 9.1 Recognize and Congratulate Terence C. Hall for being named an Outstanding Participant in the 2014 National Achievement Scholarship Program
  - 9.2 Recognize and Congratulate Madison Tessera for Being Named the Inaugural Winner of the “Artists Choice” Category of the California Transplant Donor Network - 2013 Holiday Card Art Contest
  - 9.3 Recognize and Congratulate the Outstanding Employees of the Fall Term for the 2013-2014 School Year 6
  - 9.4 Central Elementary School Update
  
10. **Hearing of Delegations:** Anyone wishing to address the Governing Board on a non-agenda item may be heard at this time. Presentations shall be held to a reasonable length, normally not to exceed five (5) minutes. If formal action is required, the item will be placed on a future agenda and action will be taken at a future date. If information or a report is requested, the request for it must also be submitted in writing to the superintendent. (Please complete a yellow speaker’s card).
  
11. **Information & Discussion Items:** An opportunity to present information or reports concerning items that maybe considered by Trustees at a future meeting.
  - 11.1 **Administrative & Business Services:** None.
  
  - 11.2 **Educational Services:**
    - 11.2.1 Receive Report on District Update on the Transition to the Common Core State Standards (CCSS) 7
  
12. **PUBLIC HEARING:** None.

<b>13.</b>	<b>Consent Items:</b> 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. <b>Action:</b> Motion ___; Second ___. <b>Vote:</b> Yes ___; No ___; Absent ___; Abstain ___.	<b>Pg. No.</b>
<b>13.1</b>	<b>Administrative &amp; Business Services</b>	
<b>13.1.1</b>	Approve Accounts Payable Warrants (October, 2013) (Separate Cover Item)	<b>8</b>
<b>13.1.2</b>	Approve Payroll Reports (October, 2013)	<b>9-11</b>
<b>13.1.3</b>	Approve Revolving Cash Fund Reports (October, 2013)	<b>12-14</b>
<b>13.1.4</b>	Accept the generous donations from the various individuals, businesses, and school site parent teacher associations listed herein with thanks and appreciation from the staff and students of the Tracy Unified School District	<b>15-16</b>
<b>13.1.5</b>	Authorize the Director of Food Services to Enter Into an Agreement with Santa Clarita Valley School Food Services Agency and Gold Star Food (Separate Cover Item)	<b>17-23</b>
<b>13.1.6</b>	Ratify Routine Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda	<b>24-26</b>
<b>13.1.7</b>	Ratify Measure E Related Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda	<b>27-28</b>
<b>13.2</b>	<b>Educational Services</b>	
<b>13.2.1</b>	Approve Agreement for Special Contract Services Between Janice Bussey and Central School for the 2013-2014 School Year	<b>29-31</b>
<b>13.2.2</b>	Ratify Overnight Travel for the West High School Academic Decathlon Team to Attend an Academic Retreat at Angels Camp, November 8-10, 2013	<b>32</b>
<b>13.2.3</b>	Approve Agreement for Special Contract Services with the Boys and Girls Clubs of Tracy and Central School for the 2013-2014 School Year	<b>33-35</b>
<b>13.2.4</b>	Approve Agreement for Special Contract Services with Counseling and More (CAM) to Provide Intervention/Conflict Management Services and Parent Training at Central School for the 2013-2014 School Year	<b>36-38</b>
<b>13.2.5</b>	Approve Agreement for Special Contract Services with Counseling and More to Provide Intervention/Conflict Management Services and Parent Training at Louis Bohn Elementary School for the 2013-2014 School Year	<b>39-41</b>
<b>13.2.6</b>	Ratify Overnight Travel for Tracy High School Mock Trial Team and Advisors to Attend the Providence Cup Mock Trial Finals in Denver, CO on October 17-10, 2013	<b>42</b>
<b>13.2.7</b>	Approve Overnight Travel for Two Teachers in the Teacher-Based Reform Research Group to Attend the National Council of Teachers of English Annual Meeting in Boston, MA on November 20-24, 2013	<b>43</b>
<b>13.2.8</b>	Approve Agreement for Special Contract Services with Parent Institute for Quality Education (PIQE) to Provide Training for Parents at Merrill F. West High School During the 2013-2014 School Year	<b>44-46</b>

	<b>Pg. No.</b>
13.2.9 Approve Agreement for Special Contract Services with Valley Community Counseling and Central School or the 2013-2014 School Year	47-49
<b>13.3 Human Resources</b>	
13.3.1 Accept the Resignations/Retirements/Leaves of Absence for Certificated, Classified and/or Management Employees	50
13.3.2 Approve Classified, Certificated and/or Management Employment	51-53
<b>14. Action Items:</b> Action items are considered and voted on individually. Trustees receive background information and staff recommendations for each item recommended for action in advance of scheduled meetings and are prepared to vote with knowledge on the action items.	
<b>14.1 Administrative &amp; Business Services:</b>	
14.1.1 Adopt Resolution No. 13-11 Accepting the Abandonment of a West Side Irrigation District Easements and Conveying Easements to the West Side Irrigation District Adjacent to Kimball High School <b>Action:</b> Motion___; Second___. <b>Vote:</b> Yes___; No___; Absent___; Abstain__.	54-94
14.1.2 Approve Resolution No. 13-14 Finding that the Reconstruction/Modernization of Tracy High School Ag Science Building, Weight Room and the E.B. Theater Building Qualifies as a Categorical Exemption from California Environmental Quality Act <b>Action:</b> Motion___; Second___. <b>Vote:</b> Yes___; No___; Absent___; Abstain__.	95-97
14.1.3 Approve a List of Geotechnical Engineering Consultants to Perform Required Geotechnical Engineering Services, Special Testing and Special Inspection Services on New Construction, Modernization and Various Projects <b>Action:</b> Motion___; Second___. <b>Vote:</b> Yes___; No___; Absent___; Abstain__.	98
14.1.4 Accept the Annual Report on the Collection and Expenditure of Development Fees for Fiscal Year 2012/2013 <b>Action:</b> Motion___; Second___. <b>Vote:</b> Yes___; No___; Absent___; Abstain__.	99-103
<b>14.2 Educational Services:</b>	
14.2.1 Approve LEA Plan Addendum for the 2013/2014 School Year <b>Action:</b> Motion___; Second___. <b>Vote:</b> Yes___; No___; Absent___; Abstain__.	104-111
14.2.2 Approve School Site Single Plans for Student Achievement and Site Categorical Budgets for the 2013/2014 School Year (Separate Cover Item) <b>Action:</b> Motion___; Second___. <b>Vote:</b> Yes___; No___; Absent___; Abstain__.	112
<b>14.3 Human Resources:</b>	
14.3.1 Adopt Resolution 13-15 Authorizing the District to Enter into an Agreement with PARS to Design and Administrate a Supplementary Retirement Plan for Eligible Certificated Non-Management Employees Provided There is Sufficient Employee Participation <b>Action:</b> Motion___; Second___. <b>Vote:</b> Yes___; No___; Absent___; Abstain__.	113-116

15. **Board Reports:** An opportunity for board members to discuss items of particular importance or interest in the district.
16. **Superintendent's Report:** An opportunity for the superintendent to share matters of special interest or importance which are not on the board agenda and/or special presentations of district programs or activities.
17. **Board Meeting Calendar:**
  - 17.1 **December 10, 2013**
  - 17.2 **January 14, 2014**
  - 17.3 **January 28, 2014**
  - 17.4 **February 11, 2014**
  - 17.5 **February 25, 2014**
18. **Upcoming Events:**

18.1 <b>November 25-29, 2013</b>	<b>No School, Thanksgiving Week</b>
18.2 <b>December 23 – January 3, 2014</b>	<b>No School, Winter Break</b>
18.3 <b>January 20, 2014</b>	<b>No School, MLK Day</b>
18.4 <b>February 10, 2013</b>	<b>No School, Lincoln's Birthday</b>
18.5 <b>February 17, 2014</b>	<b>No School, Presidents' Day</b>

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

**Minutes of  
Regular Meeting of the Governing Board  
For Tracy Unified School District  
Held on Tuesday, October 22, 2013**

**5:30 PM:** President Silva called the meeting to order and adjourned to closed session.

**Roll Call:** Board: G. Crandall, W. Gouveia, T. Guzman, K. Lewis, G. Silva, J. Vaughn  
Absent: J. Costa  
Staff: J. Franco, S. Harrison, C. Goodall, B. Etcheverry

**7:09 PM** President Silva called the Tracy Unified School District Board of Education to order and led those present in the Pledge of Allegiance.

**Closed Session:** **6a** Finding of Fact #13-14/#6, 11, 12, 13  
Lewis, Gouveia. **Vote:** Yes-6; No-0; Absent-1(Costa)  
**6b** Report Out of Action Taken on Application for Reinstatement #13-14/#10  
**Vote:** Yes-6; No-0; Absent-1(Costa)  
**6c** Report Out of Action Taken on Consider Non-Paid Leave of Absence Request  
for Classified Employee #UCL-185, Pursuant to Article XXIII  
Approved. **Vote:** Yes-6; No-0; Absent-1(Costa)

**Employees Present:** C. Minter, J. Anderson, S. Williams, D. Schneider, M. Simas, B. Maslyar, B. Carter, P. Hall A. Contiente, A. Herrington, C. Edmiston, A. Silva

**Press:** None.

**Visitors Present:** None.

**Minutes:** **Approve Regular Minutes of October 8, 2013.**  
**Action:** Guzman, Vaughn.  
**Vote:** Yes-5; No-0; Absent-1(Costa); Abstain-1(Crandall)

**Student Rep Reports:** **Tracy High:** Devra Asah spoke in place of Mika Fithian. Last week was homecoming and it was a lot of fun. The night rally was on Wednesday and there were outstanding performances along with the crowning of the king and queen. The powder puff game was held on Thursday night between the junior and senior girls. Friday was full of float building, the parade, and a win against Lodi. The homecoming dance followed that evening.

**West High:** Asha Birdi and Audrey Romo spoke in place of Jessica Rasmussen. Their homecoming is this week, with the powder puff game being played tonight. The rally will take place on Wednesday and the king and queen will be named then. There will be many performances. Their game will be against St. Mary's. The fall sports are coming to an end. The volleyball team played their annual breast cancer awareness game and winter sports are training hard to begin their season. They will be giving away 1000 free t-shirts to the first in the stadium with



the new logo. They will have an assembly on November 1<sup>st</sup> for first quarter grades with inspirational speaker.

**Kimball High:** Lindsay Huckaba commented that their homecoming was held the week of October 7<sup>th</sup>. The seniors won the powder puff game. At the night rally, students played games and yelled chants and the football team won the game on Friday against West which was the first varsity win at homecoming. The water polo team is second in league and 3 girls are off to playoffs in golf. "Erase the Hate in Schools" campaign will have a speaker on November 1<sup>st</sup> who will talk about the anti-bullying campaign. They will also have their annual pancake breakfast at Applebee's on November 3<sup>rd</sup>.

**Stein High:** Steven Medina commented that the science and history classes are using GLAD with lots of hands on activities. English classes are reading Hamlet at the senior level and learning about American romanticism. There was a field trip to the Gallo Center to see the play about the life of Eleanor Roosevelt. The government class students are doing well. Students in art are busy working on sculptures, mosaics, etc. and will be displayed at the district office. Students are learning using their whiteboards. The Key Club started peace week dedicated to anti-bullying. They will be selling candy for the Breast Cancer Foundation. The Science club is taking part in *Make a Difference Day* by collecting backpacks and donating them to the Boys & Girls Club. STEPS will host a Halloween parade on October 31st.

**Williams Middle School:** Harlie Pribble and Danae Underwood commented on Williams' academics and activities. They have had two successful rallies so far and a great dance last week. Boys and girls have started the basketball season.

**Poet Christian:** Student representatives presented a power point. PC has a strong involvement of family and community and a sense of belonging and dedication to academics. The parent club supports students and staff with activities such as Moms and Muffins and Dads and Donuts. They are also involved in Relay for Life and Unicef. The recycling program continues to grow and the money will help students go to science camp and supplies. Peace Makers help resolve small problems. The Leadership class assists in classes from Kindergarten through Fifth Grade. They help in reading groups and help students take Accelerated Reader tests. They are excited about bringing the arts back to Poet. Academics are a top priority and they enjoy other events such as the spelling bee, science camp, family science nights and the tutoring program.

## Recognition & Presentations:

**9.1 North School Update:** North School will present at a future board meeting.

**9.2 Recognize and Congratulate the Commended Students in the 2014 National Merit® Scholarship Program:** Sarah Y Bai, Yuvraj Grewal, Charles A. Quan, Hilarie Sit, Jamison M. Sloan, Peter B Van Ausdeln and Ahana Dhakal.

Assistant Superintendent of Educational Services & Human Resources, Dr. Sheila Harrison, recognized the commended students in the national merit scholarship program. Student, Charles Quan, was in attendance; however the other students were unable to attend. These students placed among the top 5% of more than 1.5

million students who entered the competition. They were presented with a certificate.

**Hearing of Delegations**

John Anderson is TEA President and is here to remind the board that TEA is seeking a reasonable, non-budgeting busting settlement for the 2013-14 school package. He didn't ask teachers to come back for tonight's meeting, but he has hundreds of signatures in a petition. He's heard rumors that some teachers are leaving the district. With implementation of common core and expenditures of teachers own money on supplies, they need increased compensation beyond what is being offered by the district. With 730 teachers planning and presenting a lesson at least 5 times a day, that equals 3,000 lessons every day. He urged the board to give a commitment to a much higher amount tomorrow.

Samantha Williams is a teacher at Williams Middle School and is in her 17<sup>th</sup> year in the district. She believes that this year is different because the district has additional money. Teachers should not have to choose to put gas in the car or food on table. Classified should not have to work 2 jobs because other staff has been laid off. She understands that management has taken furlough days and cuts in district offices. A raise needs to be the highest priority. Improving morale will help students. They are not asking for 10%, they all need a raise and need it now. She believes that we don't need tablets in every classroom. Technology is important but families are more important.

**Information & Discussion Items:**

**11.1 Administrative & Business Services:**

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

Director of Facilities, Bonny Carter, presented a power point which reviewed Measure E and Measure S bond projects, facilities assessment, financing options and next steps. Measure E was a \$51 million dollar bond passed in 2006 for high school facilities. Most projects are finished and they will be starting work on the EB Theater. Measure S was a \$43.1 million dollar bond passed in 2008 for projects on our older schools, however funding is short for the Central and North sites. Construction manager, Anthony Continate reviewed the facilities assessment which is used as a planning tool. It reviewed schools with greatest need and their costs which is approximately \$79,000,000 of unfunded critical needs. Older schools require more maintenance and our routine repair formulas are not built for older schools. In 2009, the state discontinued providing funds for designated deferred maintenance projects. All TUSD deferred maintenance projects since that time have been funded from the general fund operating dollars.

There is no state funding available and developer fees is only for new growth, therefore, local bonds is the only option left. A bond would cost \$15.00 per \$100,000 of assessed value, not market value. This would only include TUSD elementary boundaries, not adjoining districts. The next step is to determine whether the board wishes to



authorize a school bond election in June of 2014. They will be conducting study sessions with community input/outreach. If the board moves forward, they may call an election by January or February. Trustee Lewis commented that there are not many options and that we need to stay on top of our facilities. This is a good opportunity to finish what we started and keep up with the older schools.

**11.2 Educational Services:**

**11.2.1** Receive District Discipline Review Board Year-End Report for the 2012-2013 School Year

Director of student Services, Paul Hall, introduced a few of his committee members and presented a power point on the DRB results. Their goal is to provide safe and equitable learning environment for all students and staff. He reviewed expulsion numbers from 2006 to the present. There are still a few problems for assault and drugs. With less expulsions, our ADA has increased by 1.4% which is approximately \$1.2 million in revenue.

There will be an anti-bullying event at Kimball High School Theatre on November 14<sup>th</sup> @ 6:30 p.m.

**Public Hearing:**

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

**Consent Items:**

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

**13.1 Administrative & Business Services:**

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

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

**13.1.3** Approve Accounts Payable Warrants (September, 2013)  
Separate Cover Item

**13.1.4** Approve Revolving Cash Fund Reports (September, 2013)

**13.1.5** Approve Payroll Reports (September, 2013)

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

**13.2 Educational Services:**

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

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

**13.2.3** Approve Agreement for Special Contract Services with Valley Community Counseling Services to Provide Counseling at Louis Bohn

Elementary School for the 2013-2014 School Year

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

**13.3 Human Resources:**

- 13.3.1 Accept the Resignations/Retirements/Leaves of Absence for Certificated, Classified and/or Management Employees
- 13.3.2 Approve Classified, Certificated and/or Management Employment
- 13.3.3 Ratify Agreement for Special Contract Services for Eric Chaverri to Provide Filming for West High School Football Teams for the 2013 Season

**Action Items:**

- 14.1 **Administrative & Business Services: NONE.**

**Board Reports:**

All trustees passed.  
 A comment was made that this Saturday is "Make a Difference Day". This is the number one service day in the nation with over three million participants going out into their own communities to try and make a difference. In Tracy, non-profit groups and causes will be located at B & 10<sup>th</sup> Streets during the last Farmer's Market of the season. The ribbon cutting will begin at 8:00 a.m. There will be singing, dancing, music and an evening event at The Grand Theatre.

**Superintendent Report:**

Dr. Franco commented that the high school homecoming weeks are coming to an end and it sounds like they went well. Many tours of the Tracy High campus have been given and it continues to be a site that alumni want to come and visit, especially on reunion weekends. Casey and Bonny have done a great job guiding the tours. High school sports have had some exciting games and the Tracy v. Lincoln football game is Friday night. The teams are currently tied. West High will take on St. Mary's for their homecoming game. The district is proud to have honored the commended students tonight. We are currently working through the school plan presentation process.

8:49 p.m.

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
Date



# HUMAN RESOURCES MEMORANDUM

**TO:** Dr. James Franco, Superintendent  
**FROM:** Dr. Sheila Harrison, Assistant Superintendent for Educational Services and Human Resources  
**DATE:** November 1, 2013  
**SUBJECT:** **Recognize the Outstanding Employees of the Fall Term for the 2013-2014 School Year**

**BACKGROUND:** Three times each school year, nominations for outstanding employees are solicited from staff. A selection committee composed of two administrators; one classified/confidential representative, two certificated representatives and one classified representative review the nominations and make the selections. This is the 30th year the District has been recognizing outstanding employees.

**RATIONALE:** The employees are recognized by the School Board and at their school sites in various ways. At the end of the year, the nominations of the three employees who have received recognition as Outstanding Employees of the Term in each category are reviewed, and one employee in each category is selected as Outstanding Employee of the Year.

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

**FUNDING:** N/A

**RECOMMENDATION:** Recognize Bobbie Akin (6-8), and Leigh Anne Durant (9-12) as Outstanding Classified Employees; Michelle Yano (K-5) and Roger Casillas (9-12) as Outstanding Certificated Employees; and Jill Carter as Outstanding Management Employee for the Fall Term of the 2013-2014 school year.

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



# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. James Franco, Superintendent  
**FROM:** Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources  
**DATE:** November 1, 2013  
**SUBJECT:** Receive Report on District Update on the Transition to the Common Core State Standards (CCSS)

**BACKGROUND:** The Common Core State Standards (CCSS) are rigorous, research-based standards for English-language arts and mathematics for grades K-12. These English language arts and mathematics standards represent a set of expectations for student knowledge and skills that high school graduates need to master to succeed in college and careers. The standards are internationally benchmarked to ensure that our students are able to compete with students around the world and are focused, clear, allowing students, parents and teachers to understand what is expected of them. In August 2010, the California State Board of Education (SBE) voted unanimously to adopt the new standards for both English-language arts and mathematics.

**RATIONALE:** It is important to provide updates to the Board of Education on the District's transition to the CCSS. The report will include an update on the Mathematics curricular adoption, staff development and assessment. This meets District Strategic Goal #1: Prepare all students for college and careers, District Strategic Goal #2: Ensure that all students meet or exceed grade level standards and that the achievement gap is closed and District Strategic Goal #6: Develop and support a high performing workforce.

**FUNDING:** N/A

**RECOMMENDATION:** Receive Report on District Update on the Transition to the Common Core State Standards (CCSS)

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



# BUSINESS SERVICES MEMORANDUM

**TO:** Dr. James Franco, Superintendent  
**FROM:** Dr. Casey Goodall, Assoc. Superintendent of Business Services  
**DATE:** November 1, 2013  
**SUBJECT:** **Approve Accounts Payable Warrants (October, 2013)**

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

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

**FUNDING:** N/A.

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

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





# BUSINESS SERVICES MEMORANDUM

**TO:** Dr. James C. Franco, Superintendent  
**FROM:** Dr. Casey Goodall, Associate Superintendent for Business Services  
**DATE:** November 1, 2013  
**SUBJECT:** **Approve Payroll Reports (October, 2013)**

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

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

**FUNDING:** N/A

**RECOMMENDATION:** Approve Payroll Reports (October 2013).

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

Pay Date 10/10/2013

LABOR DISTRIBUTION FOR EMPLOYEE WARRANTS SUMMARY

Fund	SACS Object	Amount	
Fund 01	1100	247,550.15	Teachers' Salaries
	1200	12,124.34	Cert Pupil Support Salaries
	1300	10,004.01	
	1900	200.00	Other Certificated Salaries
	2100	59,942.66	Instructional Aides' Salaries
	2200	120,598.12	Classified Support Salaries
	2300	1,972.87	Class Suprvrs' & Admins' Sal
	2400	23,053.85	Clerical & Office Salaries
	2900	5,337.47	Other Classified Salaries
		<b>Total Labor</b>	<b>480,783.47</b>
Fund 01	3101	14,489.53	STRS On 1000 Salaries
	3201	31.58	PERS On 1000 Salaries
	3202	4,796.29	PERS On 2000 Salaries
	3301	4,564.05	
	3302	14,195.44	
	3402	53.19	
	3501	134.96	State Unemploy On 1000 Salary
	3502	105.59	State Unemploy On 2000 Salary
	3601	5,420.78	Worker'S Comp Ins On 1000 Sal
	3602	4,237.66	Worker'S Comp Ins On 2000 Sal
		<b>Total Contributions</b>	<b>48,029.07</b>
Fund 12	2100	328.51	Instructional Aides' Salaries
	2900	411.14	Other Classified Salaries
		<b>Total Labor</b>	<b>739.65</b>
Fund 12	3102	6.01	STRS On 2000 Salaries
	3202	16.47	PERS On 2000 Salaries
	3302	39.00	
	3502	0.38	State Unemploy On 2000 Salary
	3602	14.86	Worker'S Comp Ins On 2000 Sal
		<b>Total Contributions</b>	<b>76.72</b>
Fund 13	2200	16,709.25	Classified Support Salaries
		<b>Total Labor</b>	<b>16,709.25</b>
Fund 13	3202	266.34	PERS On 2000 Salaries
	3302	919.53	
	3502	8.32	State Unemploy On 2000 Salary
	3602	335.73	Worker'S Comp Ins On 2000 Sal
		<b>Total Contributions</b>	<b>1,529.92</b>

Pay Date 10/31/2013

LABOR DISTRIBUTION FOR EMPLOYEE WARRANTS SUMMARY

Fund	SACS Object	Amount	
Fund 01	1100	4,326,323.19	Teachers' Salaries
	1200	239,059.09	Cert Pupil Support Salaries
	1300	386,495.20	Cert Suprvsrs' & Admins' Sal
	1900	72,197.50	Other Certificated Salaries
	2100	295,376.37	Instructional Aides' Salaries
	2200	570,651.54	Classified Support Salaries
	2300	115,278.92	Class Suprvsrs' & Admins' Sal
	2400	343,888.67	Clerical & Office Salaries
	2900	34,957.65	Other Classified Salaries
		<b>Total Labor</b>	<b>6,384,228.13</b>
Fund 01	3101	407,802.50	STRS On 1000 Salaries
	3201	8,767.72	PERS On 1000 Salaries
	3202	150,165.46	PERS On 2000 Salaries
	3301	66,328.84	
	3302	93,667.85	
	3401	580,103.63	
	3402	228,868.26	
	3501	2,512.13	State Unemploy On 1000 Salary
	3502	679.04	State Unemploy On 2000 Salary
	3601	100,948.70	Worker'S Comp Ins On 1000 Sal
	3602	27,329.79	Worker'S Comp Ins On 2000 Sal
	3701	85,569.10	
	3702	55,536.63	
	<b>Total Contributions</b>	<b>1,808,279.65</b>	
Fund 12	2100	6,027.30	Instructional Aides' Salaries
	2400	2,141.50	Clerical & Office Salaries
		<b>Total Labor</b>	<b>8,168.80</b>
Fund 12	3102	161.22	STRS On 2000 Salaries
	3202	470.41	PERS On 2000 Salaries
	3302	388.95	
	3402	651.93	
	3502	4.08	State Unemploy On 2000 Salary
	3602	164.14	Worker'S Comp Ins On 2000 Sal
		<b>Total Contributions</b>	<b>1,840.73</b>
Fund 13	2200	89,362.64	Classified Support Salaries
	2300	21,947.38	Class Suprvsrs' & Admins' Sal
	2400	13,981.54	Clerical & Office Salaries
		<b>Total Labor</b>	<b>125,291.56</b>
Fund 13	3202	11,274.52	PERS On 2000 Salaries
	3302	8,621.61	
	3402	14,459.39	
	3502	62.67	State Unemploy On 2000 Salary
	3602	2,517.48	Worker'S Comp Ins On 2000 Sal
		<b>Total Contributions</b>	<b>36,935.67</b>



# BUSINESS SERVICES MEMORANDUM

**TO:** Dr. James Franco, Superintendent  
**FROM:** Dr. Casey Goodall, Assoc. Superintendent of Business Services  
**DATE:** November 1, 2013  
**SUBJECT:** Approve Revolving Cash Fund Reports (October, 2013)

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

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

**FUNDING:** N/A.

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

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

11/01/13

**TUSD**  
**REVOLVING CASH FUND**  
 October 2013

Date	Num	Name	Memo	Paid Amount
10/4/2013	8883	Mark's Donuts & Yogurt	PO14-00431	
			01-0000-0-0000-7150-4300-800-1013	-40.80
TOTAL				-40.80
10/8/2013	8884	Siam Cafe	PO14-00954 BOARD DINNER	
			01-0000-0-0000-7150-4300-810-1001	-95.55
TOTAL				-95.55
10/17/2013	8885	HOME ECONOMICS EDUCATION	CONF 11/3-5/2013 K SANFILIPPO; E STROUP	
			CONF 11/3-5/2013 K SANFILIPPO; E STROUP	-490.00
TOTAL				-490.00
10/22/2013	8886	TOGO'S	PO14-00430 BOARD DINNER	
			01-0000-0-0000-7150-4300-810-1001	-104.00
TOTAL				-104.00
10/23/2013	8887	WOW Field Study Trips	PO14-01366 North Elementary Field Trip	
			01-3010-0-1110-1000-4300-340-3502	-375.00
TOTAL				-375.00
10/24/2013	8888	CONFERTEL	po14-01400 Webinar 10/31/13	
			01-0000-0-0000-7200-4300-800-9222	-198.00
TOTAL				-198.00
10/24/2013	8889	CITY OF TRACY	PO14-01393 Tracer Tickets	
			01-6500-0-5750-1110-5200-800-2542	-90.00
TOTAL				-90.00
10/24/2013	8890	CASBO	Conference 10/25/13 L Stiborek,Y Villasenor	
			01-0000-0-1110-2100-5200-800-2001	-430.00
TOTAL				-430.00
10/25/2013	8891	CALCP/CAROCF CONFERENCE	CONFERENCE 11/20-22/13 D.DIXON,K.SANFI...	
			01-3550-0-3800-1000-5200-600-2996	-710.00
TOTAL				-710.00
10/28/2013	8892	TRACY AWARDS & EMBROIDERY	REQ14-01522 INV 4284	
			01-0000-0-0000-7150-4300-810-1001	-22.77
TOTAL				-22.77
10/30/2013	8893	CABE	Conference 4/2-5/2014 Arghya Chakraverty	
			01-7090-0-1110-1000-5200-310-5202	-460.00
TOTAL				-460.00



11/01/13

**TUSD**  
**REVOLVING CASH FUND**  
October 2013

<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Memo</u>	<u>Paid Amount</u>
10/30/2013	8894	CABE	Conference 4/2-5/2014 Ruperto Ruiz	
			01-7090-0-1110-1000-5200-310-5202	-585.00
TOTAL				-585.00
10/30/2013	8895	Northern California CAG Symposi...	Conference 11/2/13 Bryan Kauk	
			01-4035-0-1110-2140-5200-490-5302	-85.00
TOTAL				-85.00
10/31/2013	8896	CARTVERTISING	PO14-00971 ADULT SCHOOL	
			01-0639-0-4150-2700-5800-560-2882	-249.00
TOTAL				-249.00



# BUSINESS SERVICES MEMORANDUM

**TO:** Dr. James C. Franco, Superintendent  
**FROM:** Dr. Casey Goodall, Associate Superintendent for Business Services  
**DATE:** October 23, 2013  
**SUBJECT:** **Accept the Generous Donations From the Various Individuals, Businesses, and School Site Parent Teacher Associations Listed Herein With Thanks and Appreciation From the Staff and Students of the Tracy Unified School District.**

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

Kimball High School:

1. Tracy Unified School District/Kimball High School: From Jostens, Inc. in the amount of \$1,500.00 (ck. #1769786). This donation will pay for a speaker scheduled to visit the school in November and will go towards the RSVP program (Raising Student Voice Through Participation).

Tracy High School:

1. Tracy Unified School District/Tracy High School: From the Tracy High Football Booster Club, an Taylor-Dunn Electric Utility Cart valued at \$1,000.00. The cart will be utilized to transfer supplies throughout the campus.

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

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

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

items are reviewed and approved by the Director of Information Services and Educational Technology, prior to Board presentation.

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

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



**TRACY**  
UNIFIED SCHOOL DISTRICT

# BUSINESS SERVICES MEMORANDUM

**TO:** James Franco, Superintendent  
**FROM:** Valerie McDonald, Director of Food Services  
**DATE:** October 29, 2013  
**SUBJECT:** Authorize the Director of Food Services to Enter Into An Agreement with Santa Clarita Valley School Food Services Agency and Gold Star Food Service, Inc. To Join the D.J. Cooperative for the 2014-15 School Year

**BACKGROUND:** Section 32 of the 1935 Agricultural Act authorized the Secretary of the US Department of Agriculture (USDA) to buy surplus “non-basic” perishable commodities (USDA Foods), normally meats, poultry, vegetables, cheeses, dry and canned beans, fruit juices, vegetable oils, peanut products, rice, pasta, flour, and other grain products, both fresh and processed into end products. The purpose is to support farmers’ income when market prices are down, to encourage exports, and to encourage domestic consumption. By 1982 several states had organized the distribution of commodities through commercial food distributors, who receive the commodities at their warehouses. Because of the enormous purchasing power of the Federal Government, USDA Foods are often lower in cost than similar products a school could purchase on its own.

Multiple agencies at the federal, state, and local level are involved in the purchase and distribution of USDA Foods. In addition to the USDA, there are four different types of state agencies responsible for USDA Foods called Distributing Agencies, including state departments of health and human services, education, agriculture, or general services. Additionally, local school districts, also known as School Food Authorities (SFA) or Recipient Agencies (RA) are responsible for administering the USDA Food Program in their local district.

The complexity of the system often guarantees distribution inefficiencies, where one district will be in possession of large quantities of one commodity, say peanut butter, while a nearby district will need peanut butter but have an excess of ground beef. Overcoming these inefficiencies is often difficult and complex.

**RATIONALE:** The D.J. Cooperative is the largest cooperative in the U.S. and represents over 214 members who have consolidated the USDA Foods in their possession, thus facilitating the transfer and distribution of USDA foods between and among school districts. School districts benefit from reduced purchase prices, lower distribution costs, and the ability to easily and inexpensively exchange one commodity for another.

**FUNDING:** There is startup fee of 10¢ x Average Daily Lunch Participation for joining this cooperative, and an annual fee of \$415.00 for every year after thereafter, but the district must agree to

manage USDA Foods with methods compliant with the cooperative. These management requirements are not significantly different from those already in place. All fees will be paid from the cafeteria fund.

**RECOMMENDATION:** Authorize the Director of Food Services to Enter Into An Agreement with Santa Clarita Valley School Food Services Agency and Gold Star Food Service, Inc. to Join the D.J. Cooperative for the 2014-15 School Year.



## SUPER CO-OP/DJ CO-OPS FEES PAID VS. VOLUME DISCOUNT RECEIVED

DISTRICT LIST: 2011-12 SY SUPER CO-OP Members

ADP: 2011-12 SY Average Daily Participation

COMMODITY CASES PURCHASED: 2010-11 SY cases (most recent complete year)

ADMINISTRATION FEE: 2010-11 SY; Sub Co-Op Leads at \$0.18/commodity case. All other districts at \$0.35/commodity case.

ANNUAL RENEWAL / START UP FEES: 2011-12 SY

ANNUAL RENEWAL: Sub Co-Op Leads \$208. All other districts; ADP 1,499 or less at \$310 / ADP 1,500 or greater at \$415.

START UP: (New members) ADP at \$0.10. (green highlight)

VOLUME DISCOUNT (Rebate) RECEIVED: 2009-10 SY (most current data available). Created by DJ Co-Ops to provide additional discounts (rebates) to SUPER Co-Op members for the purchase of Commodity & Non-Commodity finished end product from participating processors.

NOTE: the greater the participation, the greater the discount (rebate).

AVERAGE NET FEES (positive / negative): Using the available data, listed, approximate 'net' fee as a SUPER Co-Op member.

POSITIVE DOLLARS: Net amount district received to be a SUPER Co-Op member

NEGATIVE DOLLARS: Net amount district paid to be a SUPER Co-Op member.

	1,277,725	1,266,624	\$ 425,347.16	\$ 81,238.90	\$ 646,142.58	\$ 145,007.42
DISTRICT LIST (11-12 SY)	ADP (11-12 SY)	COMMODITY CASES PURCHASED (10-11 SY)	ADMINISTRATION FEE (10-11 SY)	ANNUAL RENEWAL / START UP FEES (11-12 SY)	VOLUME DISCOUNT (Rebate) RECEIVED (09-10 SY)	AVERAGE NET FEES (positive / negative)
ABC UNIFIED SCHOOL DISTRICT	10702	12672	\$ 4,435.20	\$ 415.00	\$ 6,200.65	\$ 1,350.45
ACALANES UNION HIGH SCHOOL DISTRICT	586	865	\$ 302.75	\$ 310.00	\$ -	\$ (612.75)
ADELANTO SCHOOL DISTRICT	6042	5770	\$ 1,038.60	\$ 415.00	\$ 3,101.56	\$ 1,647.96
ALBANY UNIFIED SCHOOL DISTRICT	984	1149	\$ 402.15	\$ 310.00	\$ 1,079.04	\$ 366.89
ALHAMBRA UNIFIED SCHOOL DISTRICT	10366	14765	\$ 2,657.70	\$ 415.00	\$ 3,464.61	\$ 391.91
ALTA LOMA SCHOOL DISTRICT	2970	3041	\$ 1,064.35	\$ 415.00	\$ 2,192.95	\$ 713.60
ANAHEIM UNION HIGH SCHOOL DISTRICT	31182	25992	\$ 9,097.20	\$ 415.00	\$ 19,398.82	\$ 9,886.62
ANTIOCH UNIFIED SCHOOL DISTRICT	10439	0	\$ -	\$ 1,043.90	\$ -	\$ -
ARCADIA UNIFIED SCHOOL DISTRICT	2530	1843	\$ 645.05	\$ 415.00	\$ 2,027.15	\$ 967.10
ARMONA UNION ELEMENTARY SCHOOL DISTRICT	846	757	\$ 264.95	\$ 310.00	\$ 315.83	\$ (259.12)
ATWATER SCHOOL DISTRICT	3846	4392	\$ 1,537.20	\$ 415.00	\$ 3,937.56	\$ 1,985.36
AZUSA UNIFIED SCHOOL DISTRICT	6978	6088	\$ 2,130.80	\$ 415.00	\$ 4,882.34	\$ 2,336.54
BALDWIN PARK UNIFIED SCHOOL DISTRICT	424	13333	\$ 4,666.55	\$ 415.00	\$ 1,719.19	\$ (3,362.36)
BANNING UNIFIED SCHOOL DISTRICT	3373	3413	\$ 1,194.55	\$ 415.00	\$ 1,708.65	\$ 99.10
BASSETT UNIFIED SCHOOL DISTRICT	3087	4910	\$ 1,718.50	\$ 415.00	\$ 2,083.53	\$ (49.97)
BEAR VALLEY UNIFIED SCHOOL DISTRICT	1388	1977	\$ 691.95	\$ 310.00	\$ 636.31	\$ (365.64)
BEAUMONT UNIFIED SCHOOL DISTRICT	4418	4970	\$ 1,739.50	\$ 415.00	\$ 1,935.67	\$ (218.83)
BELLFLOWER UNIFIED SCHOOL DISTRICT	7795	9372	\$ 1,686.96	\$ 415.00	\$ 4,168.25	\$ 2,066.29
BEVERLY HILLS UNIFIED SCHOOL DISTRICT	767	882	\$ 308.70	\$ 310.00	\$ 686.76	\$ 68.00
BONITA UNIFIED SCHOOL DISTRICT	2477	3349	\$ 1,172.15	\$ 415.00	\$ 1,168.06	\$ (419.10)
BREA OLINDA UNIFIED SCHOOL DISTRICT	2434	3217	\$ 1,125.95	\$ 415.00	\$ 2,623.51	\$ 1,082.56
BRENTWOOD UNION SCHOOL DISTRICT	3556	3464	\$ 1,212.40	\$ 415.00	\$ 2,487.95	\$ 860.55
BRITTAN SCHOOL DISTRICT	370	541	\$ 189.35	\$ 310.00	\$ 38.59	\$ (460.85)
BUENA PARK UNIFIED SCHOOL DISTRICT	4010	1996	\$ 698.60	\$ 415.00	\$ 1,245.80	\$ 132.20
BYRON UNION SCHOOL DISTRICT	689	795	\$ 278.25	\$ 310.00	\$ 321.31	\$ (266.94)
CAPISTRANO UNIFIED SCHOOL DISTRICT	14461	9845	\$ 3,445.75	\$ 415.00	\$ 7,906.43	\$ 4,045.68
CENTRAL UNIFIED SCHOOL DISTRICT	8532	9281	\$ 3,248.35	\$ 415.00	\$ 5,956.75	\$ 2,293.40
CENTRAL UNION ELEMENTARY SCHOOL DISTRICT	1192	2120	\$ 742.00	\$ 310.00	\$ 582.83	\$ (469.17)
CENTRALIA SCHOOL DISTRICT	2848	3497	\$ 1,223.95	\$ 415.00	\$ 1,454.20	\$ (184.75)
CERES UNIFIED SCHOOL DISTRICT	8612	12121	\$ 4,242.35	\$ 415.00	\$ 2,616.59	\$ (2,040.85)
CHAFFEY JOINT UNION HIGH SCHOOL DISTRICT	10026	12124	\$ 4,243.40	\$ 415.00	\$ 5,222.29	\$ 563.80
CHARTER OAK UNIFIED SCHOOL DISTRICT	2810	3226	\$ 1,129.10	\$ 415.00	\$ 2,201.08	\$ 656.98
CHINO UNIFIED SCHOOL DISTRICT	11891	12989	\$ 4,546.15	\$ 415.00	\$ 12,810.95	\$ 7,849.80
CHOWCHILLA UNION HIGH SCHOOL DISTRICT	424	413	\$ 144.55	\$ 310.00	\$ 62.32	\$ (392.23)
CLAREMONT UNIFIED SCHOOL DISTRICT	3053	1741	\$ 609.35	\$ 415.00	\$ 1,875.34	\$ 850.99
CLOVIS U S D / CAMPUS CATERING	16007	15487	\$ 5,420.45	\$ 415.00	\$ 1,483.60	\$ (4,351.85)
COALINGA-HURON UNIFIED SCHOOL DISTRICT	2524	3573	\$ 1,250.55	\$ 415.00	\$ 1,976.71	\$ 311.16
COLTON UNIFIED SCHOOL DISTRICT	15033	15149	\$ 5,302.15	\$ 415.00	\$ 5,646.32	\$ (70.83)
CONEJO VALLEY UNIFIED SCHOOL DISTRICT	5303	5619	\$ 1,966.65	\$ 415.00	\$ 3,890.18	\$ 1,508.53

DISTRICT LIST (11-12 SY)	ADP (11-12 SY)	COMMODITY CASES PURCHASED (10-11 SY)	ADMINISTRATION FEE (10-11 SY)	ANNUAL RENEWAL / START UP FEES (11-12 SY)	VOLUME DISCOUNT (Rebate) RECEIVED (09-10 SY)	AVERAGE NET FEES (positive / negative)
CORCORAN UNIFIED SCHOOL DISTRICT	1937	1628	\$ 569.80	\$ 415.00	\$ 816.40	\$ (168.40)
CORNING UNION ELEM. SCHOOL DISTRICT	1652	1885	\$ 659.75	\$ 415.00	\$ 83.00	\$ (991.75)
CORONA-NORCO UNIFIED SCHOOL DISTRICT	28304	23926	\$ 8,374.10	\$ 415.00	\$ 18,158.15	\$ 9,369.05
COVINA VALLEY UNIFIED SCHOOL DISTRICT	7323	11363	\$ 3,977.05	\$ 415.00	\$ 3,525.38	\$ (866.67)
CUCAMONGA SCHOOL DISTRICT	1967	1810	\$ 633.50	\$ 415.00	\$ 1,593.23	\$ 544.73
CULVER CITY UNIFIED SCHOOL DISTRICT	3210	3412	\$ 1,194.20	\$ 415.00	\$ 1,001.58	\$ (607.62)
CUTLER-OROSI SCHOOL DISTRICT	3452	5254	\$ 1,838.90	\$ 415.00	\$ 2,123.06	\$ (130.84)
CYPRESS SCHOOL DISTRICT	2372	1786	\$ 625.10	\$ 415.00	\$ 1,166.00	\$ 125.90
DINUBA SCHOOL DISTRICT	3774	3848	\$ 1,346.80	\$ 415.00	\$ 1,912.35	\$ 150.55
DOWNEY UNIFIED SCHOOL DISTRICT	14075	10487	\$ 1,887.66	\$ 208.00	\$ 6,455.27	\$ 4,359.61
DUARTE UNIFIED SCHOOL DISTRICT	2780	2411	\$ 843.85	\$ 415.00	\$ 1,296.79	\$ 37.94
EAST NICOLAUS HIGH SCHOOL	114	0	\$ -	\$ 11.40	\$ -	---
EAST WHITTIER CITY SCHOOL DISTRICT	5483	9178	\$ 3,212.30	\$ 415.00	\$ 2,044.97	\$ (1,582.33)
EL MONTE CITY SCHOOL DISTRICT	8007	9969	\$ 3,489.15	\$ 415.00	\$ 2,618.47	\$ (1,285.68)
EL MONTE UNION HIGH SCHOOL DISTRICT	6949	9130	\$ 3,195.50	\$ 415.00	\$ 4,906.56	\$ 1,296.06
EL RANCHO UNIFIED SCHOOL DISTRICT	5610	5538	\$ 1,938.30	\$ 415.00	\$ 1,650.40	\$ (702.90)
EL SEGUNDO UNIFIED SCHOOL DISTRICT	810	1126	\$ 394.10	\$ 310.00	\$ 303.87	\$ (400.23)
EXETER PUBLIC SCHOOLS	1136	2262	\$ 791.70	\$ 310.00	\$ 765.78	\$ (335.92)
FONTANA UNIFIED SCHOOL DISTRICT	26999	0	\$ -	\$ 415.00	\$ -	---
FOWLER UNIFIED SCHOOL DISTRICT	1580	1633	\$ 571.55	\$ 415.00	\$ 1,815.63	\$ 829.08
FULLERTON SCHOOL DISTRICT	6864	10776	\$ 3,771.60	\$ 415.00	\$ 5,464.30	\$ 1,277.70
GARDEN GROVE UNIFIED SCHOOL DISTRICT	30550	27131	\$ 9,495.85	\$ 415.00	\$ 20,651.94	\$ 10,741.09
GARVEY SCHOOL DISTRICT	5235	5029	\$ 1,760.15	\$ 415.00	\$ 3,517.53	\$ 1,342.38
GLENDALE UNIFIED SCHOOL DISTRICT	13504	11742	\$ 4,109.70	\$ 415.00	\$ 10,165.47	\$ 5,640.77
GLENDORA UNIFIED SCHOOL DISTRICT	2222	2214	\$ 774.90	\$ 415.00	\$ 1,604.58	\$ 414.68
GOLDEN PLAINS UNIFIED SCHOOL DISTRICT	1621	1566	\$ 548.10	\$ 415.00	\$ -	\$ (963.10)
GRANADA HILLS CHARTER HIGH SCHOOL	967	0	\$ -	\$ 96.70	\$ -	---
HACIENDA LA PUENTE SCHOOL DISTRICT	15355	14577	\$ 5,101.95	\$ 415.00	\$ 7,981.75	\$ 2,464.80
HAMILTON UNIFIED SCHOOL DISTRICT	642	844	\$ 295.40	\$ 200.00	\$ 1,957.05	\$ 1,461.65
HANFORD ELEMENTARY SCHOOL DISTRICT	3871	4087	\$ 1,430.45	\$ 415.00	\$ 3,074.05	\$ 1,228.60
HAWTHORNE SCHOOL DISTRICT	7233	4485	\$ 1,569.75	\$ 415.00	\$ 9,399.67	\$ 7,414.92
HEMET UNIFIED SCHOOL DISTRICT	14935	24255	\$ 8,489.25	\$ 415.00	\$ 4,043.90	\$ (4,860.35)
HICKMAN CHARTER SCHOOL	291	364	\$ 127.40	\$ 310.00	\$ 104.37	\$ (333.03)
HOLLISTER ELEMENTARY SCHOOL DISTRICT	2856	1345	\$ 470.75	\$ 415.00	\$ 1,059.36	\$ 173.61
HUENEME SCHOOL DISTRICT	5766	4581	\$ 1,603.35	\$ 415.00	\$ 2,162.38	\$ 144.03
HUNTINGTON BEACH UNION HIGH SCHOOL DISTRICT	3728	4012	\$ 1,404.20	\$ 415.00	\$ 958.89	\$ (860.31)
IRVINE UNIFIED SCHOOL DISTRICT	5161	3510	\$ 1,228.50	\$ 415.00	\$ 2,534.80	\$ 891.30
JURUPA UNIFIED SCHOOL DISTRICT	12303	11234	\$ 3,931.90	\$ 415.00	\$ 4,463.56	\$ 116.66
KERMAN UNIFIED SCHOOL DISTRICT	2841	4008	\$ 1,402.80	\$ 415.00	\$ 286.30	\$ (1,531.50)
KERN HIGH SCHOOL DISTRICT	17422	23891	\$ 8,361.85	\$ 415.00	\$ 8,849.40	\$ 72.55
KING CITY UNION SCHOOL DISTRICT	1670	1886	\$ 660.10	\$ 415.00	\$ 153.00	\$ (922.10)
KINGS CANYON UNIFIED SCHOOL DISTRICT	6659	6922	\$ 2,422.70	\$ 415.00	\$ 4,398.74	\$ 1,561.04
KINGS RIVER HARDWICH UNIFIED SCHOOL DISTRICT	480	557	\$ 194.95	\$ 310.00	\$ 229.12	\$ (275.83)
KINGSBURG JOINT SCHOOL DISTRICT	1361	1761	\$ 616.35	\$ 310.00	\$ 1,073.20	\$ 146.85
LA HABRA CITY SCHOOL DISTRICT	3656	4266	\$ 1,493.10	\$ 415.00	\$ 3,458.67	\$ 1,550.57
LAKE ELSINORE SCHOOL DISTRICT	11518	14372	\$ 5,030.20	\$ 415.00	\$ 7,072.85	\$ 1,627.65
LAS VIRGENES UNIFIED SCHOOL DISTRICT	1673	1949	\$ 682.15	\$ 415.00	\$ 753.52	\$ (343.63)
LATON UNIFIED SCHOOL DISTRICT	604	748	\$ 261.80	\$ 310.00	\$ 379.70	\$ (192.10)
LAWNDALE SCHOOL DISTRICT	4467	3164	\$ 1,107.40	\$ 415.00	\$ 3,270.17	\$ 1,747.77
LEMOORE UNION ELEMENTARY SCHOOL DISTRICT	2478	2716	\$ 950.60	\$ 415.00	\$ 1,482.34	\$ 116.74
LEMOORE UNION HIGH SCHOOL DISTRICT	533	465	\$ 162.75	\$ 310.00	\$ 79.85	\$ (392.90)
LENNOX SCHOOL DISTRICT	4727	3628	\$ 1,269.80	\$ 415.00	\$ 4,411.47	\$ 2,726.67
LINDSAY SCHOOL DISTRICT	3305	4095	\$ 1,433.25	\$ 415.00	\$ 2,734.60	\$ 886.35
LODI UNIFIED SCHOOL DISTRICT	20496	24974	\$ 8,740.90	\$ 415.00	\$ 14,279.15	\$ 5,123.25

DISTRICT LIST (11-12 SY)	ADP (11-12 SY)	COMMODITY CASES PURCHASED (10-11 SY)	ADMINISTRATION FEE (10-11 SY)	ANNUAL RENEWAL / START UP FEES (11-12 SY)	VOLUME DISCOUNT (Rebate) RECEIVED (09-10 SY)	AVERAGE NET FEES (positive / negative)
LOMPOC UNIFIED SCHOOL DISTRICT	5084	4176	\$ 1,461.60	\$ 415.00	\$ -	\$ (1,876.60)
LOS ALAMITOS UNIFIED SCHOOL DISTRICT	2877	3989	\$ 1,396.15	\$ 415.00	\$ 1,845.13	\$ 33.98
LOS BANOS UNIFIED SCHOOL DISTRICT	4894	3825	\$ 1,338.75	\$ 415.00	\$ 1,123.30	\$ (630.45)
LOWELL JOINT SCHOOL DISTRICT	1093	1138	\$ 398.30	\$ 310.00	\$ 690.46	\$ (17.84)
LYNWOOD UNIFIED SCHOOL DISTRICT	12110	13338	\$ 4,668.30	\$ 415.00	\$ 9,224.29	\$ 4,140.99
MADERA UNIFIED SCHOOL DISTRICT	13440	11505	\$ 4,026.75	\$ 415.00	\$ 7,296.07	\$ 2,854.32
MARCUM-ILLINOIS UNION SCHOOL DISTRICT	103	0	\$ -	\$ 10.30	\$ -	---
MARIPOSA COUNTY UNIFIED SCHOOL DISTRICT	962	1613	\$ 564.55	\$ 310.00	\$ -	\$ (874.55)
McSWAIN UNION ELEMENTARY SCHOOL DISTRICT	470	683	\$ 239.05	\$ 310.00	\$ 146.50	\$ (402.55)
MENDOTA UNIFIED SCHOOL DISTRICT	2163	3042	\$ 1,064.70	\$ 415.00	\$ 14.50	\$ (1,465.20)
MERCED UNION HIGH SCHOOL DISTRICT	5544	8777	\$ 3,071.95	\$ 415.00	\$ 3,002.97	\$ (483.98)
MODESTO CITY SCHOOL DISTRICT	14192	12059	\$ 4,220.65	\$ 415.00	\$ 4,538.55	\$ (97.10)
MONROVIA UNIFIED SCHOOL DISTRICT	3051	5397	\$ 1,888.95	\$ 415.00	\$ 3,105.84	\$ 801.89
MONSON-SULTANA SCHOOL DISTRICT	397	0	\$ -	\$ 39.70	\$ -	---
MONTEREY PENINSULA UNIFIED SCHOOL DISTRICT	5153	3604	\$ 1,261.40	\$ 415.00	\$ 2,894.05	\$ 1,217.65
MOORPARK UNIFIED SCHOOL DISTRICT	2188	1948	\$ 681.80	\$ 415.00	\$ 1,561.62	\$ 464.82
MORENO VALLEY UNIFIED SCHOOL DISTRICT	23808	19835	\$ 6,942.25	\$ 415.00	\$ 15,291.62	\$ 7,934.37
MORGAN HILL UNIFIED SCHOOL DISTRICT	3425	3710	\$ 1,298.50	\$ 415.00	\$ 2,225.98	\$ 512.48
MORONGO UNIFIED SCHOOL DISTRICT	5342	4736	\$ 1,657.60	\$ 415.00	\$ -	\$ (2,072.60)
MOUNT DIABLO UNIFIED SCHOOL DISTRICT	14188	12661	\$ 4,431.35	\$ 415.00	\$ 9,257.11	\$ 4,410.76
MOUNTAIN VIEW ELEMENTARY SCHOOL DISTRICT	7749	8347	\$ 1,502.46	\$ 208.00	\$ 4,513.90	\$ 2,803.44
MURRIETA VALLEY UNIFIED SCHOOL DISTRICT	6467	7799	\$ 2,729.65	\$ 415.00	\$ 6,816.87	\$ 3,672.22
NEWPORT-MESA UNIFIED SCHOOL DISTRICT	10605	11328	\$ 3,964.80	\$ 415.00	\$ 5,033.55	\$ 653.75
NORTH MONTEREY COUNTY UNIFIED SCHOOL DISTRICT	2884	1934	\$ 676.90	\$ 415.00	\$ 1,783.73	\$ 691.83
NORWALK-LA MIRADA UNIFIED SCHOOL DISTRICT	1764	13831	\$ 4,840.85	\$ 415.00	\$ 7,868.89	\$ 2,613.04
OAK PARK SCHOOL DISTRICT	472	485	\$ 169.75	\$ 310.00	\$ 361.85	\$ (117.90)
OCEAN VIEW SCHOOL DISTRICT	2009	1757	\$ 614.95	\$ 415.00	\$ 388.02	\$ (641.93)
OJAI UNIFIED SCHOOL DISTRICT	939	1446	\$ 506.10	\$ 310.00	\$ 834.05	\$ 17.95
ONTARIO-MONTCLAIR SCHOOL DISTRICT	17144	12303	\$ 4,306.05	\$ 415.00	\$ 6,166.47	\$ 1,445.42
ORANGE COUNTY DEPARTMENT OF EDUCATION	485	837	\$ 292.95	\$ 310.00	\$ 52.05	\$ (550.90)
ORANGE UNIFIED SCHOOL DISTRICT	10696	16167	\$ 5,658.45	\$ 415.00	\$ 5,929.61	\$ (143.84)
ORCUTT UNION SCHOOL DISTRICT	2820	3231	\$ 1,130.85	\$ 415.00	\$ 1,265.22	\$ (280.63)
ORO GRANDE SCHOOL DISTRICT	537	887	\$ 310.45	\$ 310.00	\$ 302.65	\$ (317.80)
OROVILLE UNION HIGH SCHOOL DISTRICT	1229	1030	\$ 360.50	\$ 310.00	\$ 1,011.35	\$ 340.85
OXNARD ELEMENTARY SCHOOL DISTRICT	10565	13676	\$ 4,786.60	\$ 415.00	\$ 3,984.59	\$ (1,217.01)
OXNARD UNION HIGH SCHOOL DISTRICT	4783	6811	\$ 2,383.85	\$ 415.00	\$ 3,855.79	\$ 1,056.94
PAJARO VALLEY UNIFIED SCHOOL DISTRICT	9794	0	\$ -	\$ 979.40	\$ -	---
PALM SPRINGS UNIFIED SCHOOL DISTRICT	15288	13932	\$ 4,876.20	\$ 415.00	\$ 5,641.05	\$ 349.85
PALO VERDE UNIFIED SCHOOL DISTRICT	2182	2946	\$ 1,031.10	\$ 415.00	\$ 823.69	\$ (622.41)
PALOS VERDES PENINSULA UNIFIED SCHOOL DISTRICT	2996	2244	\$ 785.40	\$ 415.00	\$ 1,584.87	\$ 384.47
PARADISE UNIFIED SCHOOL DISTRICT	2090	2484	\$ 869.40	\$ 415.00	\$ 1,340.25	\$ 55.85
PARLIER UNIFIED SCHOOL DISTRICT	2550	1952	\$ 683.20	\$ 415.00	\$ 2,557.93	\$ 1,459.73
PASADENA UNIFIED SCHOOL DISTRICT	11182	13192	\$ 4,617.20	\$ 415.00	\$ 6,806.76	\$ 1,774.56
PASO ROBLES JOINT UNIFIED SCHOOL DISTRICT	2582	3287	\$ 1,150.45	\$ 415.00	\$ 1,851.86	\$ 286.41
PERRIS ELEMENTARY SCHOOL DISTRICT	4914	5221	\$ 1,827.35	\$ 415.00	\$ 3,461.16	\$ 1,218.81
PERRIS UNION HIGH SCHOOL DISTRICT	4536	5573	\$ 1,950.55	\$ 415.00	\$ 544.49	\$ (1,821.06)
PETALUMA CITY SCHOOL	2420	2905	\$ 1,016.75	\$ 415.00	\$ -	\$ (1,431.75)
PITTSBURG UNIFIED SCHOOL DISTRICT	5790	0	\$ -	\$ 579.00	\$ -	---
PIXLEY UNION SCHOOL DISTRICT	960	1528	\$ 534.80	\$ 310.00	\$ -	\$ (844.80)
PLACENTIA YORBA LINDA UNIFIED SCHOOL DISTRICT	9964	8754	\$ 3,063.90	\$ 415.00	\$ 3,804.70	\$ 325.80
PLUMAS LAKE ELEMENTARY	724	0	\$ -	\$ 72.40	\$ -	---
PLUMAS UNIFIED SCHOOL DISTRICT	835	811	\$ 145.98	\$ 310.00	\$ 905.54	\$ 449.56
POMONA UNIFIED SCHOOL DISTRICT	21016	21604	\$ 7,561.40	\$ 208.00	\$ 12,585.43	\$ 4,816.03
PORTERVILLE UNIFIED SCHOOL DISTRICT	8194	9921	\$ 3,472.35	\$ 415.00	\$ 7,750.90	\$ 3,863.55

DISTRICT LIST (11-12 SY)	ADP (11-12 SY)	COMMODITY CASES PURCHASED (10-11 SY)	ADMINISTRATION FEE (10-11 SY)	ANNUAL RENEWAL / START UP FEES (11-12 SY)	VOLUME DISCOUNT (Rebate) RECEIVED (09-10 SY)	AVERAGE NET FEES (positive / negative)
RED BLUFF ELEMENTARY SCHOOL DISTRICT	1487	1983	\$ 694.05	\$ 415.00	\$ -	\$ (1,109.05)
REDONDO BEACH UNIFIED SCHOOL DISTRICT	2888	2752	\$ 963.20	\$ 415.00	\$ -	\$ (1,378.20)
REEF-SUNSET UNIFIED SCHOOL DISTRICT	2258	844	\$ 295.40	\$ 415.00	\$ 255.94	\$ (454.46)
RIALTO UNIFIED SCHOOL DISTRICT	22011	25594	\$ 8,957.90	\$ 415.00	\$ 3,907.92	\$ (5,464.98)
RIVER DELTA UNIFIED SCHOOL DISTRICT	1068	1312	\$ 459.20	\$ 310.00	\$ 1,138.61	\$ 369.41
RIVERDALE JOINT UNION SCHOOL DIST.	1291	2039	\$ 713.65	\$ 310.00	\$ 766.71	\$ (256.94)
RIVERSIDE UNIFIED SCHOOL DISTRICT	26438	29500	\$ 10,325.00	\$ 415.00	\$ 11,177.50	\$ 437.50
ROMOLAND SCHOOL DISTRICT	2118	2330	\$ 815.50	\$ 415.00	\$ 1,597.61	\$ 367.11
ROSEMEAD SCHOOL DISTRICT	2561	3458	\$ 1,210.30	\$ 415.00	\$ 1,239.84	\$ (385.46)
ROSEVILLE JOINT UNION HIGH SCHOOL DISTRICT	3603	0	\$ -	\$ 360.30	\$ -	---
ROWLAND UNIFIED SCHOOL DISTRICT	10625	10712	\$ 1,928.16	\$ 208.00	\$ 5,654.42	\$ 3,518.26
SADDLEBACK UNIFIED SCHOOL DISTRICT	8705	7935	\$ 2,777.25	\$ 415.00	\$ 4,987.35	\$ 1,795.10
SALINAS CITY ELEMENTARY SCHOOL DISTRICT	6112	6538	\$ 2,288.30	\$ 415.00	\$ -	\$ (2,703.30)
SALINAS UNION HIGH SCHOOL DISTRICT	8107	7806	\$ 2,732.10	\$ 415.00	\$ -	\$ (3,147.10)
SAN BENITO HIGH SCHOOL DISTRICT	778	740	\$ 259.00	\$ 310.00	\$ -	\$ (569.00)
SAN GABRIEL UNIFIED SCHOOL DISTRICT	3471	3338	\$ 1,168.30	\$ 415.00	\$ 2,187.14	\$ 603.84
SAN JUAN UNIFIED SCHOOL DISTRICT	17276	12992	\$ 4,547.20	\$ 415.00	\$ 6,986.57	\$ 2,024.37
SAN LEANDRO UNIFIED SCHOOL DISTRICT	4405	3898	\$ 1,364.30	\$ 415.00	\$ 3,509.29	\$ 1,729.99
SAN LORENZO UNIFIED SCHOOL DISTRICT	11684	8468	\$ 2,963.80	\$ 415.00	\$ 3,441.29	\$ 62.49
SAN MARINO UNIFIED SCHOOL DISTRICT	798	592	\$ 207.20	\$ 310.00	\$ 527.29	\$ 10.09
SAN MATEO-FOSTER CITY SCHOOL DISTRICT	3562	3478	\$ 626.04	\$ 208.00	\$ 4,475.23	\$ 3,641.19
SAN RAFAEL SCHOOL DISTRICT	2695	3230	\$ 1,130.50	\$ 415.00	\$ 1,247.39	\$ (298.11)
SANTA ANA UNIFIED SCHOOL DISTRICT	40226	33775	\$ 11,821.25	\$ 415.00	\$ 24,161.15	\$ 11,924.90
SANTA CLARA COUNTY PROBATION DEPARTMENT	694	661	\$ 231.35	\$ 310.00	\$ -	\$ (541.35)
SANTA CLARA UNIFIED SCHOOL DISTRICT	7800	5443	\$ 1,905.05	\$ 415.00	\$ 1,019.85	\$ (1,300.20)
SANTA CLARITA VALLEY SCHOOL FOOD SERVICES AGENCY	11120	20386	\$ -	\$ -	\$ 5,335.85	\$ 5,335.85
SANTA CRUZ CITY SCHOOLS	1525	1867	\$ 653.45	\$ 415.00	\$ 754.22	\$ (314.23)
SANTA MARIA - BONITA SCHOOL DISTRICT	11875	8287	\$ 2,900.45	\$ 415.00	\$ 6,463.62	\$ 3,148.17
SANTA MONICA-MALIBU UNIFIED SCHOOL DISTRICT	3485	4553	\$ 1,593.55	\$ 415.00	\$ 5,245.71	\$ 3,237.16
SANTA PAULA ELEMENTARY SCHOOL DISTRICT	3216	2791	\$ 976.85	\$ 415.00	\$ 1,973.14	\$ 581.29
SANTA ROSA CITY SCHOOLS	7580	0	\$ -	\$ 594.80	\$ -	---
SELMA UNIFIED SCHOOL DISTRICT	4347	5925	\$ 2,073.75	\$ 415.00	\$ 3,830.46	\$ 1,341.71
SIERRA UNIFIED SCHOOL DISTRICT	828	1203	\$ 421.05	\$ 310.00	\$ 467.79	\$ (263.26)
SIMI VALLEY UNIFIED SCHOOL DISTRICT	8035	8908	\$ 3,117.80	\$ 415.00	\$ 4,207.50	\$ 674.70
SONOMA VALLEY UNIFIED SCHOOL DISTRICT	1896	2091	\$ 731.85	\$ 415.00	\$ 968.20	\$ (178.65)
SOUTH BAY UNION SCHOOL DISTRICT	6395	0	\$ -	\$ -	\$ -	---
SOUTH PASADENA UNIFIED SCHOOL DISTRICT	1317	1391	\$ 486.85	\$ 310.00	\$ 1,062.66	\$ 265.81
SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT	3938	3829	\$ 1,340.15	\$ 415.00	\$ 3,655.95	\$ 1,900.80
SOUTH WHITTIER SCHOOL DISTRICT	2833	3240	\$ 1,134.00	\$ 415.00	\$ 1,315.20	\$ (233.80)
SWEETWATER UNION HIGH SCHOOL DISTRICT	16987	15403	\$ 5,391.05	\$ 415.00	\$ 6,327.00	\$ 520.95
SYLVAN UNION SCHOOL DISTRICT	4256	0	\$ -	\$ 425.60	\$ -	---
TAMALPAIS UNION HIGH SCHOOL DISTRICT	457	953	\$ 333.55	\$ 310.00	\$ 465.96	\$ (177.59)
TEMPLE CITY UNIFIED SCHOOL DISTRICT	2630	2991	\$ 1,046.85	\$ 415.00	\$ 1,377.35	\$ (84.50)
THERMALITO UNION SCHOOL DISTRICT	1032	0	\$ -	\$ 310.00	\$ -	---
TIPTON ELEMENTARY SCHOOL DISTRICT	565	453	\$ 158.55	\$ 310.00	\$ 38.60	\$ (429.95)
TORRANCE UNIFIED SCHOOL DISTRICT	7495	7907	\$ 2,767.45	\$ 415.00	\$ 4,743.52	\$ 1,561.07
TULARE CITY SCHOOL DISTRICT	7061	6289	\$ 2,201.15	\$ 415.00	\$ 2,246.45	\$ (369.70)
TULARE JOINT UNION HIGH SCHOOL DISTRICT	2054	1621	\$ 567.35	\$ 415.00	\$ 934.25	\$ (48.10)
TURLOCK UNIFIED SCHOOL DISTRICT	8392	9290	\$ 3,251.50	\$ 415.00	\$ 122.70	\$ (3,543.80)
TUSTIN UNIFIED SCHOOL DISTRICT	7663	6515	\$ 2,280.25	\$ 415.00	\$ 3,096.50	\$ 401.25
UPLAND UNIFIED SCHOOL DISTRICT	6237	5845	\$ 2,045.75	\$ 415.00	\$ 3,842.49	\$ 1,381.74
VAL VERDE UNIFIED SCHOOL DISTRICT	12411	10240	\$ 3,584.00	\$ 415.00	\$ 5,803.73	\$ 1,804.73
VICTOR VALLEY UNION HIGH SCHOOL DISTRICT	6090	6707	\$ 2,347.45	\$ 415.00	\$ 2,795.03	\$ 32.58
VISALIA UNIFIED SCHOOL DISTRICT	13109	18712	\$ 6,549.20	\$ 208.00	\$ 11,485.95	\$ 4,728.75



DISTRICT LIST (11-12 SY)	ADP (11-12 SY)	COMMODITY CASES PURCHASED (10-11 SY)	ADMINISTRATION FEE (10-11 SY)	ANNUAL RENEWAL / START UP FEES (11-12 SY)	VOLUME DISCOUNT (Rebate) RECEIVED (09-10 SY)	AVERAGE NET FEES (positive / negative)
WALNUT VALLEY UNIFIED SCHOOL DISTRICT	5531	5281	\$ 1,848.35	\$ 415.00	\$ 5,040.23	\$ 2,776.88
WASHINGTON UNIFIED SCHOOL DISTRICT	5124	0	\$ -	\$ 512.40	\$ -	---
WEST COVINA UNIFIED SCHOOL DISTRICT	7024	8505	\$ 2,976.75	\$ 415.00	\$ 4,202.79	\$ 811.04
WEST FRESNO SCHOOL DISTRICT	940	0	\$ -	\$ 310.00	\$ 611.82	\$ 301.82
WESTMINSTER ELEMENTARY SCHOOL DISTRICT	7815	8365	\$ 2,927.75	\$ 415.00	\$ 3,665.02	\$ 322.27
WHITTIER CITY ELEMENTARY SCHOOL DISTRICT	3350	3653	\$ 1,278.55	\$ 415.00	\$ 2,137.48	\$ 443.93
WHITTIER UNION HIGH SCHOOL DISTRICT	3804	4743	\$ 1,660.05	\$ 415.00	\$ 2,617.61	\$ 542.56
WOODLAKE UNION ELEMENTARY SCHOOL DISTRICT	1385	1813	\$ 634.55	\$ 310.00	\$ 799.60	\$ (144.95)
WOODLAKE UNION HIGH SCHOOL DISTRICT	469	543	\$ 190.05	\$ 310.00	\$ 70.30	\$ (429.75)
YOSEMITE UNIFIED SCHOOL DISTRICT	870	1573	\$ 550.55	\$ 310.00	\$ 370.33	\$ (490.22)
YUCAIPA-CALIMESA JOINT UNIFIED SCHOOL DISTRICT	4771	6536	\$ 2,287.60	\$ 415.00	\$ 2,339.35	\$ (363.25)
TOTAL	1,277,725	1,266,624	\$ 425,347.16	\$ 81,238.90	\$ 646,142.58	\$ 145,007.42





# BUSINESS SERVICES MEMORANDUM

**TO:** Dr. James C. Franco, Superintendent  
**FROM:** Dr. Casey Goodall, Associate Superintendent for Business Services  
**DATE:** November 1, 2013  
**SUBJECT:** **Ratify Routine Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda**

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

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

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

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

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

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

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

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A. Vendor: # 1 Touch-Screen Tablet Computer Tutoring (will provide tablets)  
 1 to 1 Study Buddy  
 1<sup>st</sup> Choice Android Smart Phone Tutoring (will provide smart phone)  
 A+ CAT (Computer Assisted Tutoring)  
 A+ Grades Up Tutoring  
 ACE IT! Tutoring (Sylvan Learning)  
 ACE Tutoring Services, Inc.  
 Achievement Matters  
 ALPHA! Innovation through Education  
 ATS Project Success (Laptop provided if needed)  
 Carter, Reddy and Associates  
 Children Be Good Foundation  
 Community College Foundation  
 DataMatics/Achieve HighPoints (tablet provided if needed)  
 Future Stars Tutoring  
 Healthy Families  
 Jump into Math  
 Jump into Reading  
 J-Vision, Inc.  
 Keep Hope Alive Project  
 Professional Tutors of America  
 StudentNest.com  
 SurePrep Learning  
 The Learning Curve  
 Total Education Solutions  
 TutoringOne (tablet provided if needed)  
 TutorWorks, Inc. (laptop provided if needed)

Site: Program Improvement Schools: Central, Jacobson, McKinley, Monte Vista, North and South/West Park

Item: Master Services Agreements

Services: Supplemental Educational Services (SES) Providers (Tutoring Services) as required by the No Child Left Behind Act, for schools that are in Program Improvement (PI) Year 2+ status. The District is required to contract with State approved outside vendors to provide tutoring services in Mathematics and Reading/Language Arts to eligible students in these six schools. These contracted entities, approved by the California Department of Education (CDE), will provide after-school tutoring to approximately 430 students who apply and will qualify for this program based on financial disadvantage and academic disadvantage.

Cost: The Supplemental Educational Services per Pupil Allocation for TUSD for 2013-2014, as decreed by the CDE, is \$1043.85 per eligible student

Project Funding: Categorical Funding/NCLB Title I, Program Improvement

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B. Vendor: American Technologies, Inc  
 Site: South/West Park Elementary School  
 Item: Notice of Completion  
 Services: Contractor demolished and removed the existing modular restroom building that was recently destroyed by a fire.

Cost: \$29,803.51 Change Orders: \$0.00 Total Contract: \$29,803.51

Project Funding: General Fund – Insurance Fire Loss

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C. Vendor: - DK Enterprises Inc. dba King's Roofing  
Site: West High School  
Item: Change Order #2-Final  
Services: Scope of work documented on the change order summary.  
Cost: \$8,000.34  
Project Funding: General Fund -- Deferred Maintenance

---

D. Vendor: DK Enterprises Inc. dba King's Roofing  
Site: West High School  
Item: Notice of Completion  
Services: Contractor provided and installed a PVC/single ply roofing system to the main gym, sub-gym & administration building.  
Cost: \$241,481.00 Change Orders: \$13,084.34 Total Contract: \$244,565.34  
Project Funding: General Fund -- Deferred Maintenance

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# BUSINESS SERVICES MEMORANDUM

**TO:** Dr. James C. Franco, Superintendent  
**FROM:** Dr. Casey Goodall, Associate Superintendent for Business Services  
**DATE:** November 1, 2013  
**SUBJECT:** **Ratify Measure E Related Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda**

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

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

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

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

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

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

**BUSINESS SERVICES**  
**FACILITIES DEVELOPMENT DEPARTMENT**  
**MEASURE E BOND**  
**SUMMARY OF SERVICES**

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A. Vendor: Judge Netting, Inc.  
Site: Monte Vista Middle School – Tracy High School Baseball Fields  
Item: Notice of Completion  
Services: Contractor provided and installed a 60’ tall netting barrier for the ball fields located at Monte Vista Middle School for the Tracy High School JV and Varsity teams.  
Cost: \$89,700.00 Change Orders: \$0.00 Total Contract: \$89,700.00  
Project Funding: Measure E Bond Funds

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B. Vendor: Charles Walker Inspection Services  
Site: Tracy High School – E. B. Theater Modernization  
Item: Agreement  
Services: DSA inspection services for the E. B. Theater renovation project.  
Cost: \$6,500 per month NTE; \$75 per hour/8hrs. per day + reimbursables  
Project Funding: Measure E Bond Funds

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C. Vendor: Charles Walker Inspection Services  
Site: Tracy High School – AG Science CTE Modernization  
Item: Agreement  
Services: DSA inspection services for the AG Science CTE renovation project.  
Cost: \$6,500 per month NTE; \$75 per hour/8hrs. per day + reimbursables  
Project Funding: Measure E Bond Funds and State School Building Fund

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# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. James C. Franco, Superintendent  
**FROM:** Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources  
**DATE:** October 30, 2013  
**SUBJECT:** **Approve Agreement for Special Contract Services between Janice Bussey and Central School for the 2013- 2014 School Year.**

**BACKGROUND:** Central School professional development has been centered for many years on Explicit Direct Instruction. While teachers at Central School feel there is a need to continue to use these teaching strategies, they recognize there is a need for professional development on inquiry based teaching to deepen learning and meet the rigorous demands of the Common Core State Standards (CCSS). Lesson studies are incredibly helpful as teachers work and learn collaboratively to develop CCSS lessons. With the adoption of the Common Core State Standards, teachers have numerous questions regarding how effective lessons will look in their classrooms.

**RATIONALE:** Central School teachers want to be prepared for the Common Core State Standards. Janice Bussey, former TUSD Director of Staff Development, will train all staff on ways to utilize methods of inquiry in their lessons to deepen students learning and thinking. She will also work with kindergarten, first grade and second grade teachers to develop CCSS lessons. The teachers will teach these lessons to their students while observed by Janice Bussey and team members in the classroom. During the follow-up sessions this team of teachers will discuss and reflect upon the lesson, sharing ways to enhance learning for students and teachers. This supports District Strategic Goal #1: Prepare all students for college and careers, and District Strategic Goal #6: Develop and support a high performing workforce.

**FUNDING:** This contract will be paid from Categorical Funding; Site Title I (\$5,500) and Title II (\$1,500) not to exceed \$7,000.

**RECOMMENDATION:** Approve Service for Special Contract Services between Janice Bussey and Central School for the 2013-14 School Year.

**Prepared by:** Mrs. Nancy Morgan Link, Principal, Central Elementary School



# TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

## AGREEMENT FOR SPECIAL CONTRACT SERVICES

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and Janice Bussey, 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 Common Core State Standards professional development to Central School staff. Work with kindergarten, first and second grade teachers on Common Core lesson studies.
2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 14 ( X ) DAY(s) (circle one), under the terms of this agreement at the following location Central School.
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
  - a. District shall pay \$ 7,000 per **HOUR/DAY/FLAT RATE** (circle one), not to exceed a total of \$ 7,000. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
  - b. District [  ] SHALL; [  ] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the district rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ 0 for the term of this agreement.
  - c. District shall make payment on a [  ] MONTHLY PROGRESS BASIS, [  ] SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.
4. The terms of the agreement shall commence on January 1, 2014, and shall terminate on May 30, 2014.
5. This agreement may be terminated at any time during the term by either party upon 30 days written notice.
6. Contractor shall contact the District's designee, Nancy Morgan 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.

**AGREED:**

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

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

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

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Address

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Department/Site Approval

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

\_\_\_\_\_

\_\_\_\_\_  
Date Approved by the Board

**Send all copies to the Business Office:**

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

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# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. James Franco, Superintendent  
**FROM:** Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources  
**DATE:** November 1, 2013  
**SUBJECT:** Ratify Overnight Travel for the West High School Academic Decathlon Team to Attend an Academic Retreat at Angels Camp, November 8-10, 2013

**Background:** The West High Academic Decathlon Team has found it profitable to get students away from their daily environment to prepare for the yearly competitions. It takes a team effort to make meaningful progress towards achieving our District goal for students to meet or exceed grade level standards and close the achievement gap. The teachers and support staff work hard to provide the academic decathlon students the quality learning experience envisioned in our strategic plan. The coaches are Special Education teachers Bernadete Tavares and Tida Khuon, they were assisted in supervision of this weekend trip by District employees Maribel Manzo, Carmine Sousa, and Nina Juarez. There were 12 students who attended and they stayed at Worldmark Resort, 123 Selkirk Ranch Road, Angels Camp, California. Ratification is necessary due to the late submission by the school site.

**Rationale:** The West High Academic Decathlon overnight field trip gave students an opportunity to receive rigorous training in all academic subjects, speech preparation and delivery, and public speaking skill development. Students had the opportunity to build their team relationships through team building activities. Having student's get away from their daily environment promotes excitement in the endeavor of rigorous study. This activity aligns with District Strategic Goal #1: Prepare all students for college and careers.

**Funding:** There was no cost for room and board for students. The rooms were donated by Bernadete Tavares through a time share and all food was donated by the adult chaperones attending the event. Transportation was provided by the chaperones personal vehicles and all district employees driving have provided the appropriate verifications to the West High School site designated personnel.

**Recommendation:** Ratify Overnight Travel for the West High School Academic Decathlon Team to Attend an Academic Retreat at Angels Camp, November 8-10, 2013

**Prepared by:** Troy Brown, Principal - West High School





# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. James C. Franco, Superintendent  
**FROM:** Dr. Sheila Harrison, Assistant Superintendent of Educational Services & Human Resources  
**DATE:** October 30, 2013  
**SUBJECT:** Approve Agreement for Special Contract Services with the Boys and Girls Clubs of Tracy and Central School for the 2013- 2014 School Year.

**BACKGROUND:** The Boys & Girl Club of Tracy has been providing after school services in the community at school sites for twenty years. Central School was awarded the After School Education and Safety (ASES) and the 21st Century Community Learning Centers (CCLC) grants. For the last several years, the Boys & Girls Club of Tracy has operated an after school program at Central School with these grant funds. Due to the success of the program, we wish to continue and expand on our association with the Boys & Girls Club at Central School as they can provide after school services the regular school program cannot.

**RATIONALE:** Central students are bombarded with many peer social issues and often have no safe place to go to or positive activity to be involved with after the school day is done. As a result, student academics and behavior often manifest student misbehavior. The Central School Staff believe that it is critical to provide a safe environment where students can learn, in order for them to discover and reach their full potential. The partnership with the Boys & Girls Club provides a wealth of after school activities that promote positive interactions with peers and staff, enhance academics, provide tutoring, and reading programs for students. This supports District Strategic Goal #2: Ensure that all students meet or exceed grade level standards and that the achievement gap between the identified student subgroups is closed, District Strategic Goal #3: Provide a safe and equitable learning environment for all students and staff and District Strategic Goal #7: Develop and utilize partnerships to achieve District goals.

**FUNDING:** Expenses to be paid from Categorical Funds; Site Title 1, \$8000 and EIA \$9,000. Funding not to exceed \$17,000.

**RECOMMENDATION:** Approve Agreement for Special Contract Services with the Boys and Girls Clubs of Tracy and Central School for the 2013- 2014 School Year.

**Prepared by:** Mrs. Nancy Morgan Link, Principal, Central Elementary School

# TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

## AGREEMENT FOR SPECIAL CONTRACT SERVICES

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and Boys and Girls Clubs of Tracy, 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: Boys & Girls Club shall provide after school activities that promote positive interactions with peers and staff, enhance academics, provide tutoring, and reading programs for students.
2. Contractor will provide the ~~above services(s)~~, as outlined in Paragraph 1, for a period of up to a total of 7 ( ) **HOURS/DAY**/~~MONTHS(s)~~ (circle one), under the terms of this agreement at the following location Central Elementary School.
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
  - a. District shall pay \$17,000 per **HOUR/DAY/FLAT RATE** (circle one), not to exceed a total of \$17,000. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
  - b. District  **SHALL**;  **SHALL NOT** reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the district rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ 0 for the term of this agreement.
  - c. District shall make payment on a  **MONTHLY PROGRESS BASIS**,  **SINGLE PAYMENT UPON COMPLETION OF THE DUTIES** and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.
4. The terms of the agreement shall commence on November 13, 2013, and shall terminate on June 30, 2014.
5. This agreement may be terminated at any time during the term by either party upon 30 days written notice.
6. Contractor shall contact the District's designee, Nancy Morgan 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.

**AGREED:**

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

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

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

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Date

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Title

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Account Number to be Charged:

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Address

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Department/Site Approval

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Budget Approval

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Date Approved by the Board

**Send all copies to the Business Office:**

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

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**TRACY**  
UNIFIED SCHOOL DISTRICT

# EDUCATIONAL SERVICES MEMORANDUM

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**TO:** Dr. James Franco, Superintendent  
**FROM:** Dr. Sheila Harrison, Assistant Superintendent for Educational Services and Human Resources  
**DATE:** October 30, 2013  
**SUBJECT:** **Approve Agreement for Special Contract Services with Counseling and More (CAM) to Provide Intervention/Conflict Management Services and Parent Training at Central School for the 2013- 2014 School Year.**

**BACKGROUND:** Central School families face economic, as well as social challenges with over 80% of students on free or reduced lunch. Many students come from homes of poverty with multiple families living together, unemployment and part time employment. The need for social assistance from agencies has manifested itself through student behaviors.

**RATIONALE:** Counseling and More (CAM) offers group awareness counseling, tools for conflict management, anger management, tutoring and parent education and outreach. Central School Staff is requesting an intervention coordinator Tuesdays through Fridays (full days) to provide these services and serve as a parent/teacher liaison. This supports District Strategic Goal #2: Ensure that all students meet or exceed grade level standards and that the achievement gap between the identified student subgroups is closed; District Strategic Goal #3: Provide a safe and equitable learning environment for all students and staff; and District Strategic Goal #7: Develop and utilize partnerships to achieve District goals.

**FUNDING:** Fees for services are \$18 per hour. The total expected cost for 2013-2014 school year is \$20,000. The fees will be paid through Site Categorical Funds - \$5,000 Title I and \$15,000 EIA.

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

**Prepared by:** Nancy Morgan Link, Principal, Central Elementary School

# TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

## AGREEMENT FOR SPECIAL CONTRACT SERVICES

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

1. Contractor shall perform the following duties: Counseling and working with distressed students, teaching anger and conflict management, and providing parent outreach and education.

2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of \$20,000 ( ) **HOURS/DAY(s)** (circle one), under the terms of this agreement at the following location Central School.

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

a. District shall pay \$ 18.00 per **(HOUR/DAY/FLAT RATE)** (circle one), not to exceed a total of \$ 20,000 Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.

b. District [ ] **SHALL**; [ X ] **SHALL NOT** reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the district rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ 0 for the term of this agreement.

c. District shall make payment on a [ X ] **MONTHLY PROGRESS BASIS**, [ ] **SINGLE PAYMENT UPON COMPLETION OF THE DUTIES** and within thirty (30) working days from Contractor's presentation of a detailed 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 13, 2013, and shall terminate on May 30, 2014.

5. This agreement may be terminated at any time during the term by either party upon 30 days written notice.

6. Contractor shall contact the District's designee, Nancy Morgan 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.

**AGREED:**

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

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

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

\_\_\_\_\_  
Date

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Title

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Account Number to be Charged:

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Address

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

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

\_\_\_\_\_  
Date Approved by the Board

**Send all copies to the Business Office:**

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

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**TRACY**  
UNIFIED SCHOOL DISTRICT

# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. James C. Franco, Superintendent  
**FROM:** Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources  
**DATE:** October 29, 2013  
**SUBJECT:** Approve Agreement for Special Contract Services with Counseling and More to Provide Intervention/Conflict Management Services and Parent Training at Louis Bohn Elementary School for the 2013-2014 School Year.

**BACKGROUND:** As part of the Title I needs identification survey and planning process, stakeholders at Louis Bohn Elementary School identified a need to provide academic intervention and counseling support to our students. Providing parent involvement and parent education activities are a requirement tied to receiving Title I funding.

**RATIONALE:** The Louis Bohn School Staff are requesting the services of Counseling and More. A full-time intervention coordinator and part-time counselor will be on the campus daily, with the exception of district-scheduled early release days (12:30p.m. dismissal). The intervention coordinator will work with staff and the part-time counselor to provide academic intervention services to students, as well as conflict management services as needed. The coordinator and part-time counselor will also serve as a liaison between the school and the families of the students they serve. In addition, Counseling and More, (CAM) will provide a 10-week parent education program, "The Parent Project." This training will focus on providing families with the skills they need to support their students' academic success in the home. This supports District Strategic Goal #2: Ensure that all students meet or exceed grade level standards and that the achievement gap between the identified student subgroups is closed; District Strategic Goal #3: Provide a safe and equitable learning environment for all students and staff; and District Strategic Goal #7: Develop and utilize partnerships to achieve District Goals.

**FUNDING:** Program costs are as follows: Intervention and conflict management services for students, \$21,780; Parent Project (2 classes, 10 sessions each), \$7,780. Total cost: \$29,560 to be paid out of site Title I funds.

**RECOMMENDATION:** Approve Agreement for Special Contract Services with Counseling and More to Provide Intervention/Conflict Management Services and Parent Training at Louis Bohn Elementary School for the 2013-2014 School Year.

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



# Tracy Unified School District

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

## AGREEMENT FOR SPECIAL CONTRACT SERVICES

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

1. Contractor shall perform the following duties: Provide academic intervention and conflict management services to students at a rate of \$18/hr. Provide Parent Project parent education classes, 10 session per class, at a rate of \$3,980/class.
2. Contractor will provide the above intervention service(s), as outlined in Paragraph 1, for a period of up to a total of 1,210 HOURS/DAY(s) (circle one), and Parent Project classes, as outlined in Paragraph 1 for a period of 10 HOURS/DAY(s) under the terms of this agreement at the following location Louis Bohn Elementary School, 350 E. Mt. Diablo Ave., Tracy, California.
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
  - A. District shall pay \$18/hr per HOUR DAY / FLAT RATE (circle one), not to exceed a total of \$21,780 for student intervention and conflict management services. District shall pay \$3,890 per HOUR / DAY / FLAT RATE (circle one), not to exceed a total of \$7,780 for Parent Project parent education services. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
  - B. District [  ] SHALL; [  ] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals, and lodging at rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ 0 for the term of this agreement.
  - C. District shall make payment on a [  ] MONTHLY PROGRESS BASIS, [  ] SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a "Invoice of Non-Employee Consultant Services". Original paid receipts are required for lodging, airfare (passenger coupon or ticket stub), automobile rental and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.
4. The term of this agreement shall commence on November 18, 2013, and shall terminate on May 30, 2014.
5. This agreement may be terminated at any time during the term by either party upon (30) days written notice.
6. Contractor shall contact the District's designee, Tammy Christensen at (209) 830-3300, with any questions regarding performance of the service outline above. District's designee shall determine if and when Contractor has completed the services described.

- 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.

- 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.
- 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.
- 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.
- 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)  
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 Date  
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 Title  
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 Address  
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 City/State/Zip  
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 Tracy Unified School District  
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 Title  
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 Account Number to be charged  
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 Department/Site Approval  
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 Budget Approval  
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 Date Approved by the Board

**Send All Copies to the Business Office**

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



# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. James C. Franco, Superintendent  
**FROM:** Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources  
**DATE:** October 15, 2013  
**SUBJECT:** **Ratify Overnight Travel for Tracy High School Mock Trial Team and Advisors to Attend the Providence Cup Mock Trial Finals in Denver, CO on October 17-19, 2013.**

**BACKGROUND:** The Tracy High School Mock Trial Team consisting of eight students, Advisor, Justin Nunn, and Coach, Ron Indran traveled by airplane to Denver, CO for the Providence Cup Mock Trial Invitational. Through hard work and determination the Tracy High School team was invited to the Competition in Denver. Students were driven to the airport and picked up at the airport by their own parents, and were transported to the hotel by the Yellow Cab Company of Denver, CO. The team stayed at the Residence Inn in Denver City. It is necessary to ratify this Agenda item due the late submission of the request by the Advisor.

**RATIONALE:** The Mock Trial competition was comprised of students playing the roles of attorneys and witnesses in a courtroom presentation. This competition encompassed aspects of drama, debate, and critical thinking. The Providence Foundation of Law and Leadership of Colorado, in cooperation with other counties throughout the state, organized and underwrote the program. This aligns with District Strategic Goal #7: Develop and utilize partnerships that contribute to the achievement of District goals.

**FUNDING:** There was no cost to the District. The cost per student was \$650.00 which included flight, meals, hotel accommodations, and transportation to and from the hotel. All funding for this trip was paid through a combination of fundraising opportunities and personal funding for the students electing to participate in this competition.

**RECOMMENDATION:** Ratify Overnight Travel for Tracy High School Mock Trial Team and Advisors to Attend the Providence Cup Mock Trial Finals in Denver, CO on October 17-19, 2013.

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



# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. James C. Franco, Superintendent  
**FROM:** Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources  
**DATE:** November 1, 2013  
**SUBJECT:** **Approve Overnight Travel for Two Members of the Teacher-Based Reform Research Group to Attend the National Council of Teachers of English Annual Meeting in Boston, MA on November 20-24, 2013.**

**BACKGROUND:** The Teacher-Based Reform (T-BAR) research group at West High School is funded by a two-year grant from the University of California Office of the President (UCOP) to research Common Core State Standards (CCSS) aligned disciplinary writing practices in History/Social Science. This five-member group was recognized in 2012-13 by the National Center for Literacy Education (NCLE) as a model Center for Literacy Education. In October, 2013, T-BAR's work was recognized by the Gates Foundation, an NCLE stakeholder, as a promising research project and the team was invited to send two members to attend the National Council of Teachers of English (NCTE) annual meeting in Boston on November 20 – 24, 2013. As the grant team leaders, Debra Schneider and Maureen Riley were invited to attend an NCLE-Gates Scholars meeting and to participate in a presentation about the team's action-research at NCTE's annual meeting.

**RATIONALE:** The T-BAR grant team studies effective methods for teaching CCSS-aligned disciplinary writing practices in History/Social Science. This aligns with District Strategic Goal #1: Prepare all students for college and careers. The T-BAR team provides professional development for content area secondary teachers in the District. This aligns with District Strategic Goal #6: Develop and support a high performing workforce. The UCOP, NCLE and Gates Foundation are covering all costs. This aligns with District Strategic Goal #7: Develop and utilize partnerships to achieve District goals.

**FUNDING:** The Gates Foundation will reimburse transportation, lodging, and meal costs to Debra Schneider and Maureen Riley, the two invited T-BAR members. The T-BAR grant will reimburse the District for substitute teacher costs. There is no cost to Tracy Unified School District.

**RECOMMENDATION:** Approve Overnight Travel for Two Teachers in the Teacher-Based Reform Research Group to Attend the National Council of Teachers of English Annual Meeting in Boston, MA on November 20-24, 2013.

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





# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. James Franco, Superintendent  
**FROM:** Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources  
**DATE:** November 12, 2013  
**SUBJECT:** **Approve Agreement for Special Contract Services with Parent Institute for Quality Education (PIQE) to Provide Training for Parents at Merrill F. West High School during the 2013 – 2014 School Year.**

**BACKGROUND:** Parent Institute for Quality Education (PIQE) is an organization committed to connecting families, schools, and community as partners to advance the education of every child through parent engagement. Their vision is to create a community in which parents and educators collaborate to transform every child's educational environment, both at home and at school, so that all children can achieve their greatest academic potential.

**RATIONALE:** The focus of PIQE is to encourage and support low-income, ethnically-diverse parents of K–12 school children to take a participatory role in their children's education. Providing PIQE at Merrill F. West High School will support site efforts to encourage parents to participate in school activities and provide programs to develop a positive, supportive relationship with the school, home, and community and to facilitate a partnership to support student achievement. This supports District Strategic Goal #7: Develop and utilize partnerships to achieve District goals.

**FUNDING:** The District shall pay \$5,000 for the first class, and \$2,000 for 1 additional class running concurrently, not to exceed a total of \$7,000. The cost of these classes will be paid out of EIA designated funds.

**RECOMMENDATION:** Approve Agreement for Special Contract Services with Parent Institute for Quality Education (PIQE) to Provide Training for Parents at Merrill F. West High School during the 2013 – 2014 School Year.

**Prepared by:** Troy Brown, Principal of Merrill F. West High School



# TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Avenue, Tracy, California 95376

## AGREEMENT FOR SPECIAL CONTRACT SERVICES

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

1. Contractor shall perform the following duties: Provide a Parent Training Course for the parents of the students enrolled at Merrill F. West High School. The training is designed to develop skills and techniques which will enable parents to address the educational needs of their school-aged children.
2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of \_\_\_\_\_ HOURS/DAY(s) 9 (circle one), under the terms of this agreement at the following location: Merrill F. West High School.
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
  - a. District shall pay \$ 5,000.00 per HOUR/DAY/FLAT RATE (circle one), not to exceed a total of \$ 7,000.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
  - b. District [  ] SHALL; ~~[  ] SHALL NOT~~ reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging 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 February 18, 2014, and shall terminate on April 15, 2014
5. This agreement may be terminated at any time during the term by either party upon 30 days written notice.
6. Contractor shall contact the District's designee, Troy Brown at (209) 830-3370 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.
7. The parties intend that an independent contractor relationship be created by this contract and District assumes no responsibility for workers' compensation liability. District likewise assumes no responsibility for liability for loss, damage, or injury to person(s) or property resulting from, or caused by, the contractor's activities during or relating to the performance of service under this Agreement.

Contractor agrees to hold harmless and to indemnify District for:

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

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

**AGREED:**

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

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

Send all copies to the Business Office:

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



# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. James Franco, Superintendent  
**FROM:** Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources  
**DATE:** October 30, 2013  
**SUBJECT:** Approve Agreement for Special Contract Services with Valley Community Counseling and Central School for the 2013- 2014 School Year.

**BACKGROUND:** For the past three years, Valley Community Counseling has provided limited mental health services for Central School students. These free services have included crisis intervention, onsite counseling, and off-site referrals. There have been limitations to the number of students Valley Community Counseling can see due to their state funding limitations. Central School has many other students that need counseling. By utilizing site categorical funding, it allows counseling for all students that have a need. In addition, during the 2013-2014 school year professional development will educate staff on bullying, and how to best identify students in stress and what to do to help them.

**RATIONALE:** Students experiencing mental health issues are at risk for depression, suicidal behaviors or self-harm. During the 2012-2013 school year, over fifty students were referred for mental health services yet only twelve met Valley Community Counseling's funding criteria. The teachers at Central School feel there is great need among our students and many students would benefit from counseling. This supports District Strategic Goal #1: Prepare all students for college and careers, District Strategic Goal #3: Provide a safe and equitable learning environment for all students and staff and District Strategic Goal #7: Develop and utilize partnerships to achieve District goals.

**FUNDING:** Cost not to exceed \$5,000. Expenses paid from Categorical Funds; Site Title I (\$2,500) and EIA; (\$2,500).

**RECOMMENDATION:** Approve Agreement for Special Contract Services with Valley Community Counseling and Central School for the 2013- 2014 School Year.

**Prepared by:** Nancy Morgan Link, Principal, Central Elementary School

# TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

## AGREEMENT FOR SPECIAL CONTRACT SERVICES

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and Valley Community Counseling, 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: Valley Community Counseling will work with students to help deal with conflict, as well as parent outreach.
2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 82 ( X ) HOURS/DAY(s) (circle one), under the terms of this agreement at the following location Central Elementary School.
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
  - a. District shall pay \$60.00 per HOUR/DAY/FLAT RATE (circle one), not to exceed a total of \$5,000. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
  - b. District [ ] SHALL; [ X ] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the district rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ 0 for the term of this agreement.
  - c. District shall make payment on a [ X ] MONTHLY PROGRESS BASIS, [ ] SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed 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 13, 2013, and shall terminate on May 30, 2014.
5. This agreement may be terminated at any time during the term by either party upon 30 days written notice.
6. Contractor shall contact the District's designee, Nancy Morgan 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.

**AGREED:**

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

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

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

\_\_\_\_\_  
Address

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

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

\_\_\_\_\_  
Date Approved by the Board

**Send all copies to the Business Office:**

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

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# HUMAN RESOURCES MEMORANDUM

**TO:** Dr. James Franco, Superintendent  
**FROM:** Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources  
**DATE:** November 1, 2013  
**SUBJECT:** Accept Resignations/Retirements/Leave of Absence for Classified, Certificated, and/or Management Employment

**BACKGROUND:**

**CERTIFICATED MANAGEMENT RESIGNATION**

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
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**BACKGROUND:**

**CERTIFICATED RESIGNATION**

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
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**BACKGROUND:**

**CLASSIFIED RESIGNATION**

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
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Clark, Yvonne Para Educator I	Bohn	10/22/13	Accepted a Special Education Para Ed position at Freiler
Del Rio Renta, Virgen Bilingual Pre School Para	South/ West Park	11/1/13	Accepted a Bilingual Para Educator position at Tracy High School
Estrada, Ricardo Utility Person III	DSC	10/31/13	Accepted Mechanic position
Reyes, Elicia Para Educator I	North	10/31/13	Accepted a Para Educator I position at Hirsch
Rheinor, Miriam Special Ed Para Educator I	Freiler	10/25/13	Accepted a Special Education Para Educator I position at Freiler (6 hours/day)

**RECOMMENDATION:** Accept Resignations/Retirements/Leave of Absence for Classified, Certificated, and/or Management Employment

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



# HUMAN RESOURCES MEMORANDUM

**TO:** Dr. James Franco, Superintendent  
**FROM:** Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources  
**DATE:** November 1, 2013  
**SUBJECT:** Approve Classified, Certificated, and/or Management Employment

**BACKGROUND:**

Beeson, Jodiann

**MANAGEMENT**

Counselor (Replacement)  
Kimball High School  
Class 7, Step A  
\$43,748.32  
Funding: General Fund

Danoy, Joel

Communications Specialist (Replacement)  
Superintendent's Office  
Range 25, Step A  
\$272.52 per day  
Funding: General Fund

**BACKGROUND:**

Hunter, Stefanie

**CERTIFICATED**

English Teacher (Replacement)  
West High School  
Class III, Step 1, "B"  
\$31,376.40  
Funding: General Fund

**BACKGROUND:**

Anderson, Maiga

**CLASSIFIED**

Para Educator I (Replacement)  
McKinley School  
Range 24, Step C - \$13.73 per hour  
3 hours per day  
Funding: Restricted Funds

Brandt, Lorrie	School Supervision Assistant (Replacement) George Kelly Elementary Range 21, Step A - \$11.69 per hour 1.5 hours per day Funding: General Fund
Clark, Yvonne	Special Education Para Educator I (Replacement) *Filled by current TUSD employee Freiler School Range 24, Step E - \$ 15.07 per hour 6.5 hours per day Funding: Restricted Funds
Del Rio Renta, Virgen	Bilingual Para Educator I (New) *Filled by current TUSD employee Tracy High School Range 24, Step E - \$15.07 per hour 4.5 hours per day Funding: Restricted Funds
Dominguez, Ellen	Para Educator I (Replacement) Williams Middle School Range 24, Step A - \$12.51 per hour 6 hours per day Funding: General Fund
Estrada, Ricardo	Mechanic (Replacement) *Filled by current TUSD employee Transportation Range 49, Step A - \$22.43 per hour 8 hours per day Funding: 70% Restricted Funds, 30% General Fund
Gordon, Daniel	Utility Person III (Replacement) Transportation/M.M.&O. Range 36, Step A - \$16.53 per hour 8 hours per day Funding: 50% Restricted Funds, 50% General Fund
Ordonez, Brenda	Special Education Para Educator I (Replacement) Jacobson School Range 24, Step C - \$13.73 per hour 6 hours per day Funding: Restricted Funds

Pereira, Jennifer	Para Educator I (Replacement) Bohn School Range 24, Step A - \$12.51 per hour 3 hours per day Funding: Restricted Funds
Plascencia, Sandra	Elementary Attendance Clerk (Replacement) South/West Park School Range 28, Step C - \$15.07 per hour 8 hours per day Funding: General Fund
Reyes, Elicia	Para Educator I (New) *Filled by current TUSD employee Hirsch School Range 24, Step E - \$15.07 per hour 6 hours per day Funding: Restricted Funds
Rheinor, Miriam	Special Education Para Educator I (New) *Filled by current TUSD employee Freiler School Range 24, Step E - \$15.07 per hour 6 hours per day Funding: Restricted Funds
Williams, Robert	Utility Person III (Replacement) Bohn School Range 36, Step A - \$16.53 per hour 8 hours per day Funding: 75% Restricted Funds, 25% General Fund

**BACKGROUND:**

Hernandez, Joe

**COACHES**

Freshman Boys Basketball  
Kimball High School  
Stipend: \$3,245.36

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

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



# BUSINESS SERVICES MEMORANDUM

**TO:** Dr. James C. Franco, Superintendent  
**FROM:** Dr. Casey Goodall, Associate Superintendent of Business Services  
**DATE:** October 28, 2013  
**SUBJECT:** **Adopt Resolution No. 13-11 Accepting the Abandonment of a West Side Irrigation District Easement and Conveying Easements to the West Side Irrigation District Adjacent to Kimball High School**

**BACKGROUND:** On August 9, 2011, the Board of Education adopted Resolution 11-01 accepting the abandonment of West Side Irrigation District (WSID) easements and conveying easements to the WSID. The quitclaim documents for the abandonment and the conveying easements were not executed. The developer for Gateway, who was responsible to construct Lammers Road, has since paid the irrigation district a lump sum of money to cover warranty of the irrigation pipeline constructed along Lammers Road; and, the City of Tracy, the County of San Joaquin and WSID have agreed upon easement language.

In order for the school district to dedicate the street west of Kimball High School (the eastern portion of Lammers Road) to the City of Tracy and to the County of San Joaquin, the school district must first convey and abandon WSID easements.

The West Side Irrigation District (WSID) owns irrigation easements located within the Kimball property; and, the District owns property on the western boundary of the Kimball property adjacent to Lammers Road sufficient to provide 6 cfs flows of irrigation water to the property north of the Kimball High School. It is the desire of the school district and WSID to abandon the current WSID easements of approximately 75,467 square feet and provide easements of approximately 34,185 square feet so that WSID may continue to provide irrigation water to properties north of Kimball High School.

As agreed in property discussions in 2007, TUSD will pay half the purchase price value for the difference in Abandonment Easement No. 1 and Proposed Easement No. 1 and Proposed Easement No. 2, approximately \$31,055.04 for the exchange of the northern and east/west easements (approximately .54 acres); however, no compensation shall be paid on the exchange of southern easements. During the construction of Kimball High School, the district completed WSID pipeline and ditch installations in order to continue WSID irrigation flows to the northern boundary of the Kimball property as agreed in property discussions. TUSD will separately convey title to WSID for the existing Irrigation Facilities that were constructed by the District within the Proposed WSID Easements.

**RATIONALE:** Education Code Sections 17556-17561 authorize the conveyance of real property. Once Board approval is received for the conveyance and abandonment of easements, the Grant Deed and Quitclaim Deed will be duly executed.

**FUNDING:** Developer/Mitigation Fees and the State School Building Program Funds.



**RECOMMENDATIONS:** Adopt Resolution No. 13-11 Accepting the Abandonment of a West Side Irrigation District Easements and Conveying Easements to the West Side Irrigation District Adjacent to Kimball High School.

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



**TRACY UNIFIED SCHOOL DISTRICT  
RESOLUTION NO. 13-11**

**Accept the Abandonment of a West Side Irrigation District Easement and Convey Easements to  
the West Side Irrigation District Adjacent to Kimball High School**

**WHEREAS**, the Tracy Unified School District (“District”) owns the real property upon which the District’s Kimball High School is located (“Kimball Property”), within the County of San Joaquin, State of California;

**WHEREAS**, the West Side Irrigation District (“WSID”) owns an irrigation easement, as legally described and depicted on the attached Exhibit A-4 (“Proposed Abandonment Easement No. 1”), running east to west and located within the Kimball Property and comprising approximately 43,704 square feet;

**WHEREAS**, the WSID owns an irrigation easement, as legally described and depicted on the attached Exhibit A-5 (“Proposed Abandonment Easement No. 2”), located on the western boundary of the Kimball Property, adjacent to the Lammers Road and comprising approximately 24,843 square feet;

**WHEREAS**, the WSID owns an irrigation easement, as legally described and depicted on the attached Exhibit A-6 (“Proposed Abandonment Easement No. 3”), located on the western boundary of the Kimball Property, adjacent to the Lammers Road and comprising approximately 1,920 square feet;

**WHEREAS**, the WSID owns an irrigation easement, as legally described and depicted on the attached Exhibit A-8 (“Proposed Abandonment Easement No. 4”), located on the western boundary of the Kimball Property, adjacent to the Lammers Road and comprising approximately 5,000 square feet;

**WHEREAS**, it is the intent of the WSID to abandon and release all interest in the Proposed Abandonment Easement No. 1, Proposed Abandonment Easement No. 2, Proposed Abandonment Easement No. 3 and Proposed Abandonment Easement No. 4 through execution of a Quitclaim Deed, attached hereto as Exhibit B;

**WHEREAS**, WSID’s board is taking action to approve the Quitclaim Deed in exchange for the District transferring to WSID title to irrigation facilities sufficient to provide 6 cfs flows of irrigation water to the property north of the Kimball Property;

**WHEREAS**, WSID’s board is further taking action to approve the Quitclaim Deed pursuant to the District paying 50 percent of the purchase price of the difference between the Proposed Abandonment Easement No. 1 and the WSID Easements No. 1 and Easement No. 2, which is approximately 23,321 square feet or .54 acres;

**WHEREAS**, the District shall not incur costs or pay fees for WSID’s abandonment of the Proposed Abandonment Easement No. 2, Proposed Abandonment Easement No. 3 and Proposed Abandonment Easement No. 4;

**WHEREAS**, on the western boundary of the Kimball Property, adjacent to Lammers Road, is property owned by the District and sufficient to accommodate a proposed easement area for irrigation facilities comprising approximately 2,000 square feet, as legally described and depicted on the attached Exhibit A-1 (“Proposed WSID Easement No. 1”);

**WHEREAS**, located on the western boundary of the Kimball Property, adjacent to Lammers Road, is property sufficient to accommodate an irrigation/pipeline easement held as legally described and depicted on the attached Exhibit A-2 (“Proposed WSID Easement No. 2”) and comprising approximately 18,383 square feet;

**WHEREAS**, on the western boundary of the Kimball Property, adjacent to Lammers Road, is property owned by the District and sufficient to accommodate a proposed 20 foot wide easement area for irrigation facilities comprising approximately 10,422 square feet, as legally described and depicted on the attached Exhibit A-3 (“Proposed WSID Easement No. 3”);

**WHEREAS**, on the western boundary of the Kimball Property, adjacent to Lammers Road, is property owned by the District and sufficient to accommodate a proposed 20 foot wide easement area for irrigation facilities comprising approximately 3,380 square feet, as legally described and depicted on the attached Exhibit A-7 (“Proposed WSID Easement No. 4”);

**WHEREAS**, Proposed WSID Easement No. 1, Proposed WSID Easement No. 2, Proposed Easement No. 3 and Proposed Easement No. 4 (“Proposed WSID Easements”) constitute one complete continuous easement along the western edge of the Kimball Property, adjacent to Lammers Road;

**WHEREAS**, it is the intent of the District to grant the Proposed WSID Easements by way of Grant of Easement, attached hereto as Exhibit C; and

**WHEREAS**, it is the intent of the WSID to further abandon any property interest at Kimball Property not otherwise expressly authorized in the Proposed WSID Easements.

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

1. Recitals. The Board finds and determines that the above recitals are true and correct.
2. Abandonment. The Board hereby provides its final authorization for approval of the Quitclaim Deed, providing for the abandonment and release of WSID’s interest in the Proposed Abandonment Easement No. 1, Proposed Abandonment Easement No. 2, Proposed Abandonment Easement No. 3 and Proposed Abandonment Easement No. 4 as described in Exhibit A-4, Exhibit A-5, Exhibit A-6 and Exhibit A-8, in substantially similar form as the attached Exhibit B.
3. Conveyance of Proposed WSID Easement No. 1, Proposed WSID Easement No. 2, Proposed WSID Easement No. 3, and Proposed WSID Easement No. 4. The Board hereby provides its final authorization for approval of the Grant of Easement, providing WSID with non-exclusive property rights for access and maintenance purposes of the Proposed WSID Easements as described in Exhibit A-1, Exhibit A-2, Exhibit A-3 and Exhibit A-7, in substantially similar form as the attached Exhibit C.
4. Payment to WSID.
  - a. The District will pay to WSID, the difference in value between the Proposed Abandonment Easement No. 1 to be conveyed to the District, and the Proposed WSID Easements No. 1 and Proposed WSID Easement No. 2 to be conveyed to WSID, that is anticipated to be a difference

of approximately 23,321 feet of property to be exchanged.

b. The District agrees to pay to WSID, the rate of fifty (50) percent of the purchase price to be paid by School District for the Proposed WSID Easement No. 1 and Easement No. 2. Such purchase price will be determined prior to such payment being made by the District to WSID.

c. The District will not incur costs or pay any fees for WSID’s abandonment of Proposed Abandonment Easement No. 2, Proposed Abandonment No. 3 and Proposed Abandonment Easement No. 4.

d. The District also agrees to reimburse WSID for reasonable legal fees and engineering costs incurred by WSID in connection with the engineering work necessary to complete the transactions described herein. Such engineering work shall be that work relating to document preparation and review, review of plans and maps, and on-site inspections for the property. In no event however, shall such reimbursement exceed \$3,000.00.

5. Additional Authorization. The Board authorizes and directs the Superintendent, or his authorized signatory, to execute such documents, and to take all actions necessary to carry out the purposes and intent of this Resolution as specified above.

**APPROVED, PASSED AND ADOPTED** this 12th day of November, 2013 by the Board of Trustees of the Tracy Unified School District, by the following vote.

**AYES:**

**NOES:**

**ABSENT:**

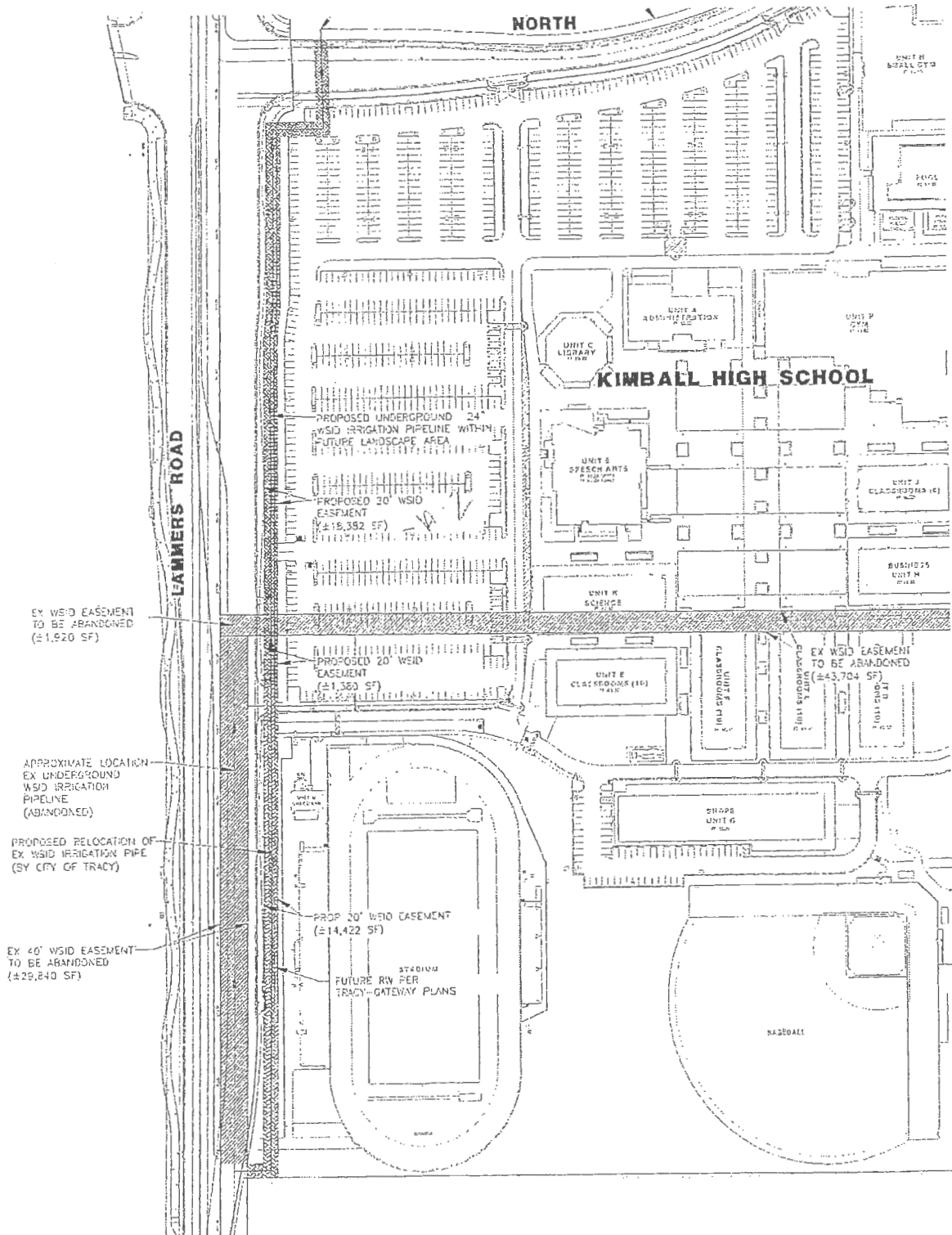
**ABSTAIN:**

---

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

---

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





**EXHIBIT A-1**

Proposed WSID Easement No. 1

**EXHIBIT "A-1"**  
**LEGAL DESCRIPTION**  
**IRRIGATION EASEMENT**

Being a portion of Government Lot 2 in the South 1/2 of Section 30, Township 2 South, Range 5 East, M.D.B.&M. as shown on that particular Record of Survey filed in Book 34 of Surveys, at Page 81, Official Records of San Joaquin, and also being a portion of that certain property as described in that certain Deed recorded in Document No. 2007-179968, Official Records of San Joaquin County, being more particularly described as follows:

COMMENCING at the southwest corner of said Section 30; thence northerly along the west line of Section 30 North 00° 26'39" East, 2645.56 feet to the southerly line of Parcel 2 of that certain Final Order of Condemnation recorded in Document No. 2011-035124, Official Records of San Joaquin County; thence along said southerly line, South 89° 37'44" East, 64.00 feet to the **POINT OF BEGINNING**; thence, along said Southerly line South 89°37'44" East 20.00 feet; thence leaving said southerly line, South 00°26'39" West 100.00 feet to a point on the southerly line of that parcel described in said Document No. 2007-179968; thence along the southerly line of said parcel, North 89°37'44" West 20.00 feet; thence leaving said southerly line, North 00°26'39" East 100.00 feet to POINT OF BEGINNING.

Containing 2,000 square feet, more or less.

End of Description

The Basis of Bearings for the above Legal Description is identical to the West line of Section 30 as shown on that particular Record of Survey filed in Book 34 of Surveys, at Page 81, Official San Joaquin County Records, which bears North 00°26'39" East.

See Exhibit "B-1", plat to accompany description, attached hereto and made a part hereof.

This legal description was prepared by me or under my direct supervision pursuant to section 8729(2) of the Professional Land Surveyors Act.

Richard A. Marino  
Richard A. Marino L.S. 6376

Date 06-08-11



S89°37'44"E  
64.00'

POINT OF BEGINNING

L1

TRACY JOINT UNIFIED  
SCHOOL DISTRICT  
PARCEL TWO  
FINAL ORDER OF CONDEMNATION  
DOC. # 2011-035124

TRACY JOINT UNIFIED  
SCHOOL DISTRICT  
2007-179968  
OFFICIAL RECORDS  
APN: 240-040-001

TRACY JOINT UNIFIED  
SCHOOL DISTRICT  
PARCEL ONE  
FINAL ORDER OF CONDEMNATION  
DOC. # 2011-035124

SECTION LINE

LAMMERS ROAD

N00°26'39"E 2645.56'

LINE TABLE		
LINE	BEARING	LENGTH
L1	S89°37'44"E	20.00'
L2	S00°26'39"W	100.00'
L3	N89°37'44"W	20.00'
L4	N00°26'39"E	100.00'

POINT OF COMMENCEMENT  
SW COR SEC. 30

25

30

31

EXHIBIT "B-1"

PRECISION LAND SURVEYING, INC.  
8850 AUBURN FOLSOM ROAD, GRANITE BAY, CA.  
P.O. BOX 1042 FOLSOM, CA. 95763-1042  
(916) 789-2006

DRAWN BY: RAM	DATE: 06/07/11
DESIGNED BY:	FILE: EASEMENT
APPROVED BY: RAM	SCALE: 1" = 100'
REVISED:	JOB NO. 0544

**EXHIBIT A-2**

Proposed WSID Easement No. 2

**EXHIBIT "A-2"**  
**LEGAL DESCRIPTION**  
**IRRIGATION EASEMENT**

Being a portion of Government Lot 3 in the Northwest 1/4 of Section 30, Township 2 South, Range 5 East, M.D.B.&M., as shown on that particular Record of Survey filed in Book 34 of Surveys, at Page 81, Official Records of San Joaquin County, and also being a portion of Parcel Two as described in that certain Final Order of Condemnation recorded in Document No. 2011-035124, Official Records of San Joaquin County, being more particularly described as follows:

COMMENCING at the southwest corner of said Section 30; thence northerly along the west line of Section 30 North 00° 26'39" East, 2645.56 feet to the southwest corner of said Parcel Two, being a point on the southerly line of the 30 foot wide West Side Irrigation District easement called out as Parcel A, Reservation B, and recorded in Book 666 at Page 11, Official Records of San Joaquin County; thence along said southerly line, South 89° 37'44" East, 64.00 feet to the **POINT OF BEGINNING**; thence, leaving said southerly line the following eleven (11) courses: (1) North 00°26'39" West 418.78 feet; (2) North 06°08'12" East 40.33 feet; (3) North 00°26'39" East 267.27 feet; (4) North 89°47'44" East 75.84 feet; (5) North 01°18'46" West 116.85 feet; (6) South 89°33'18" East 20.01 feet; (7) South 01°18'46" East 136.36 feet; (8) South 89°28'38" West 76.46 feet; (9) South 00°26'39" West 248.33 feet; (10) South 06°08'12" West 40.33 feet; and (11) South 00°26'39" West 417.74 feet to a point located in said southerly line of the West Side Irrigation District easement; thence along said southerly line North 89°37'44" West 20.00 feet to the **POINT OF BEGINNING**.

Containing 18,383 square feet, more or less.

End of Description

The Basis of Bearings for the above Legal Description is identical to the West line of Section 30 as shown on that particular Record of Survey filed in Book 34 of Surveys, at Page 81, Official San Joaquin County Records, which bears North 00°26'39" East.

See Exhibit "B-2", plat to accompany description, attached hereto and made a part hereof.

This legal description was prepared by me or under my direct supervision pursuant to section 8729(2) of the Professional Land Surveyors Act.

  
Richard A. Marino L.S. 6376

Date 06-08-11





LAMMERS ROAD

LINE TABLE		
LINE	BEARING	LENGTH
L1	N06°08'12"E	40.33'
L2	N00°26'39"E	267.27'
L3	N89°47'44"E	75.84'
L4	N01°18'46"W	116.85'
L5	S89°33'18"E	20.01'
L6	S01°18'46"E	136.36'
L7	S89°28'38"W	76.46'
L8	S00°26'39"W	248.33'
L9	S06°08'12"W	40.33'
L10	N89°37'44"W	20.00'

TRACY JOINT UNIFIED  
SCHOOL DISTRICT  
PARCEL TWO  
FINAL ORDER OF CONDEMNATION  
DOC. # 2011-035124

S89°37'44"E  
64.00'

SECTION  
LINE

N00°26'39"E 418.78'  
S00°26'39"W 417.74'

POINT OF  
BEGINNING  
TRACY JOINT UNIFIED  
SCHOOL DISTRICT  
2007-179968  
OFFICIAL RECORDS  
APN: 240-040-001

TRACY JOINT UNIFIED  
SCHOOL DISTRICT  
FINAL ORDER OF CONDEMNATION  
DOC. # 2011-035124

POINT OF  
COMMENCEMENT  
SW COR SEC. 30

N00°26'39"E  
2645.56'

EXHIBIT "B-2"

PRECISION LAND SURVEYING, INC. 8850 AUBURN FOLSOM ROAD, GRANITE BAY, CA. P.O. BOX 1042 FOLSOM, CA. 95763-1042 (916) 789-2006	DRAWN BY: BT	DATE: 06/07/11
	DESIGNED BY:	FILE: EASEMENT
	APPROVED BY: RAM	SCALE: 1" = 200'
	REVISED:	JOB NO. 0544

**EXHIBIT A-3**

Proposed WSID Easement No. 3

**EXHIBIT "A-3"**  
**LEGAL DESCRIPTION**  
**IRRIGATION EASEMENT**

Being a portion of Government Lot 3 in Section 30, Township 2 South, Range 5 East, M.D.B.&M., as shown on that particular Record of Survey filed in Book 34 of Surveys, at Page 81, Official Records of San Joaquin County, and also being a portion of Parcel One as described in that certain Final Order of Condemnation recorded in Document No. 2011-035124, Official Records of San Joaquin County, being more particularly described as follows:

COMMENCING at the southwest corner of said Section 30; thence northerly along the west line of Section 30 North  $00^{\circ} 26'39''$  East, 2645.56 feet to the northwest corner of said Parcel One, being a point on the southerly line of the 30 foot wide West Side Irrigation District easement called out as Parcel One, Reservation B, and recorded in Book 666 at Page 11, Official Records of San Joaquin County; thence along said southerly line, South  $89^{\circ}37'44''$  East, 64.00 feet; thence South  $00^{\circ}26'39''$  West 100.00 feet to a point on the southerly line of that certain parcel described in Document No. 2007-179968, Official Records of San Joaquin County and the **POINT OF BEGINNING**; thence, along said southerly line South  $89^{\circ}37'44''$  East 20.00 feet; thence, leaving said southerly line South  $00^{\circ}26'39''$  West 521.07 feet to a point located on the south line of said Parcel One; thence, along said south line North  $89^{\circ}39'51''$  West 20.00 feet; thence North  $00^{\circ}26'39''$  East 521.08 feet to the POINT OF BEGINNING.


Containing 10,422 square feet, more or less.

End of Description

The Basis of Bearings for the above Legal Description is identical to the West line of Section 30 as shown on that particular Record of Survey filed in Book 34 of Surveys, at Page 81, Official San Joaquin County Records, which bears North  $00^{\circ}26'39''$  East.

See Exhibit "B-3", plat to accompany description, attached hereto and made a part hereof.

This legal description was prepared by me or under my direct supervision pursuant to section 8729(2) of the Professional Land Surveyors Act.

  
Richard A. Marino L.S. 6376

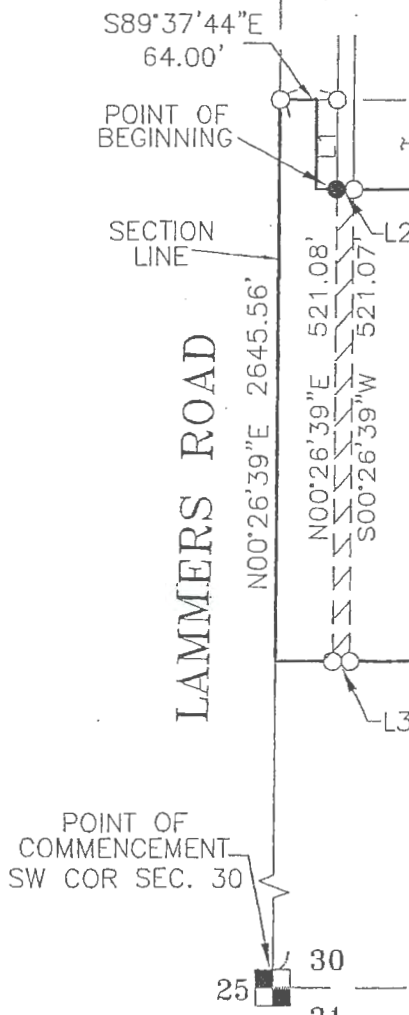
Date 06-08-11



TRACY JOINT UNIFIED  
SCHOOL DISTRICT  
PARCEL TWO  
FINAL ORDER OF CONDEMNATION  
DOC. # 2011-035124

TRACY JOINT UNIFIED  
SCHOOL DISTRICT  
2007-179968  
OFFICIAL RECORDS  
APN: 240-040-001

TRACY JOINT UNIFIED  
SCHOOL DISTRICT  
PARCEL ONE  
FINAL ORDER OF CONDEMNATION  
DOC. # 2011-035124



LINE TABLE		
LINE	BEARING	LENGTH
L1	$S00^{\circ}26'39''W$	$100.00'$
L2	$S89^{\circ}37'44''E$	$20.00'$
L3	$N89^{\circ}39'51''W$	$20.00'$

EXHIBIT "B-3"

PRECISION LAND SURVEYING, INC.  
8850 AUBURN FOLSOM ROAD, GRANITE BAY, CA.  
P.O. BOX 1042 FOLSOM, CA. 95763-1042  
(916) 789-2006

DRAWN BY: RAM

DATE: 06/07/11

DESIGNED BY:

FILE: EASEMENT

APPROVED BY: RAM

SCALE: 1" = 200'

REVISED:

JOB NO. 0544

EXHIBIT A-7

Proposed WSID Easement No. 4



**EXHIBIT "A-7"**  
**LEGAL DESCRIPTION**  
**IRRIGATION EASEMENT**

Being a portion of Government Lot 3 in Section 30, Township 2 South, Range 5 East, M.D.B.&M., as shown on that particular Record of Survey filed in Book 34 of Surveys, at Page 81, Official Records of San Joaquin County, and also being a portion of Parcel One as described in that certain Final Order of Condemnation recorded in Document No. 2011-035124, Official Records of San Joaquin County, being more particularly described as follows:

COMMENCING at the southwest corner of said Section 30; thence northerly along the west line of Section 30 North 00° 26'39" East, 2,024.46 feet to the northwest corner of said Exhibit 'A-1'; thence along the northerly line of said Exhibit 'A-1', South 89°39'51" East, 64.00 feet to the **POINT OF BEGINNING**; thence continuing along said north line South 89°39'51" East 20.00 feet; thence, leaving said north line South 00°26'39" West 145.00 feet to a point on the south line of said Exhibit 'A-1'; thence along said south line North 89°39'51" West 44.00 feet; thence leaving said south line the following three courses: 1) North 00°26'39" East 20.00 feet; 2) South 89°39'51" East 24.00 feet and 3) North 00°26'39" East 125.00 feet to the POINT OF BEGINNING.

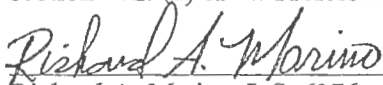
Containing 3,380 square feet, more or less.

End of Description

The Basis of Bearings for the above Legal Description is identical to the West line of Section 30 as shown on that particular Record of Survey filed in Book 34 of Surveys, at Page 81, Official San Joaquin County Records, which bears North 00°26'39" East.

See Exhibit "B-3", plat to accompany description, attached hereto and made a part hereof.

This legal description was prepared by me or under my direct supervision pursuant to section 8729(2) of the Professional Land Surveyors Act.

  
Richard A. Marino L.S. 6376

Date 06-08-11



TRACY JOINT UNIFIED  
SCHOOL DISTRICT  
2007-179968  
OFFICIAL RECORDS  
APN: 240-040-001

TRACY JOINT UNIFIED  
SCHOOL DISTRICT  
PARCEL ONE  
FINAL ORDER OF CONDEMNATION  
DOC. # 2011-035124

TRACY JOINT UNIFIED  
SCHOOL DISTRICT  
EXHIBIT "A-1"  
FINAL ORDER OF CONDEMNATION  
DOC. # 2011-035124

SECTION  
LINE

POINT OF  
BEGINNING

LAMMERS ROAD

N00°26'39"E 2024.46'

40' WIDE WSID  
EASEMENT  
666 OR 11 &  
4428 OR 669

POINT OF  
COMMENCEMENT  
SW COR SEC. 30

25 30  
31

LINE TABLE		
LINE	BEARING	LENGTH
L1	S89°39'51"E	64.00'
L2	S89°39'51"E	20.00'
L3	S00°26'39"W	145.00'
L4	N89°39'51"W	44.00'
L5	N00°26'39"E	20.00'
L6	S89°39'51"E	24.00'
L7	N00°26'39"E	125.00'



EXHIBIT "B-7"

PRECISION LAND SURVEYING, INC.  
8850 AUBURN FOLSOM ROAD, GRANITE BAY, CA.  
P.O. BOX 1042 FOLSOM, CA. 95763-1042  
(916) 789-2006

DRAWN BY: RAM

DATE: 06/07/11

DESIGNED BY:

FILE: EASEMENT

APPROVED BY: RAM

SCALE: 1" = 200'

REVISED:

JOB NO. 0544

**EXHIBIT A-4**

Proposed Abandonment Easement No. 1

**EXHIBIT "A-4"**  
**LEGAL DESCRIPTION**  
**IRRIGATION EASEMENT ABANDONMENT**

Being a portion of Government Lot 3 in the Northwest 1/4 of Section 30, Township 2 South, Range 5 East, M.D.B.&M., as shown on that particular Record of Survey filed in Book 34 of Surveys, at Page 81, Official Records of San Joaquin County, and also being a portion of Parcel Two as described in that certain Final Order of Condemnation recorded in Document No. 2011-035124, being more particularly described as follows:

COMMENCING at the southwest corner of said Section 30; thence northerly along the west line of Section 30 North 00° 26'39" East, 2645.56 feet to the southwest corner of said Parcel Two, also being a point on the southerly line of the 30 foot wide West Side Irrigation District easement called out as Parcel One, Reservation B, and recorded in Book 666 at Page 11, Official Records of San Joaquin County; thence along said southerly line, South 89° 37'44" East, 64.00 feet to the **POINT OF BEGINNING**; thence, continuing along said southerly line South 89°37'44" East 1456.84 feet to the East line of said Parcel Two; thence leaving said southerly line North 00°20'09" East 30.00 feet to a point on the northerly line of said West Side Irrigation District easement; thence along said northerly line North 89°37'44" West 1456.78 feet; thence, leaving said northerly line South 00°20'09" West 30.00 feet to the **POINT OF BEGINNING**.

Containing 43,704 square feet, more or less.

End of Description

The Basis of Bearings for the above Legal Description is identical to the West line of Section 30 as shown on that particular Record of Survey filed in Book 34 of Surveys, at Page 81, Official San Joaquin County Records, which bears North 00°26'39" East.

See Exhibit "B", plat to accompany description, attached hereto and made a part hereof.

This legal description was prepared by me or under my direct supervision pursuant to section 8729(2) of the Professional Land Surveyors Act.

Richard A. Marino  
Richard A. Marino L.S. 6376

Date 06-08-11



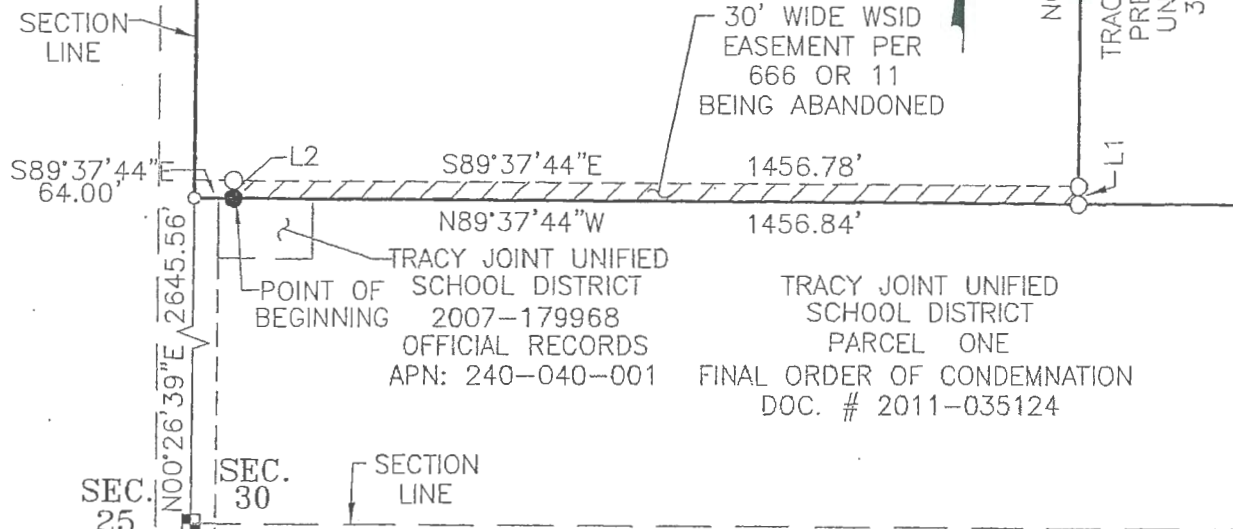
LAMMERS ROAD

TRACY JOINT UNIFIED  
SCHOOL DISTRICT  
PARCEL TWO  
FINAL ORDER OF CONDEMNATION  
DOC. # 2011-035124

TRACT NO. 3108  
PRESIDIO PUD  
UNIT NO. 2A  
36 PM 34

TRACT NO. 3109  
PRESIDIO PUD  
UNIT NO. 2B  
37 PM 20

PORTION OF  
30' WIDE WSID  
EASEMENT PER  
666 OR 11  
BEING ABANDONED



S89°37'44"E  
64.00'

N00°26'39"E  
2645.56'

SEC. 25

L2

S89°37'44"E  
1456.78'

N89°37'44"W  
1456.84'

POINT OF SCHOOL DISTRICT  
BEGINNING 2007-179968  
OFFICIAL RECORDS  
APN: 240-040-001

TRACY JOINT UNIFIED  
SCHOOL DISTRICT  
PARCEL ONE  
FINAL ORDER OF CONDEMNATION  
DOC. # 2011-035124

L1

N00°20'09"E  
2458.77'

SECTION LINE

SEC. 30

SEC. 31

POINT OF COMMENCEMENT  
SW COR SEC. 30

LINE TABLE		
LINE	BEARING	LENGTH
L1	N00°20'09"E	30.00'
L2	S00°26'39"W	30.00'

EXHIBIT "B-4"

PRECISION LAND SURVEYING, INC. 8850 AUBURN FOLSOM ROAD, GRANITE BAY, CA. P.O. BOX 1042 FOLSOM, CA. 95763-1042 (916) 789-2006	DRAWN BY: RAM	DATE: 06/07/11
	DESIGNED BY:	FILE: EASEMENT
	APPROVED BY: RAM	SCALE: 1" = 300'
	REVISED:	JOB NO. 0544



**EXHIBIT A-5**

Proposed Abandonment Easement No. 2

**EXHIBIT "A-5"**  
**LEGAL DESCRIPTION**  
**IRRIGATION EASEMENT ABANDONMENT**

Being a portion of Government Lot 3 in Section 30, Township 2 South, Range 5 East, M.D.B. &M., as shown on that particular Record of Survey filed in Book 34 of Surveys, at Page 81, Official Records of San Joaquin County, also being a portion of Parcel One as described in that certain Final Order of Condemnation recorded in Document No. 2011-035124, Official Records of San Joaquin County, and also being a portion of the 40 foot wide West Side Irrigation District easement called out as Parcel One, Reservation B, and recorded in Book 666 at Page 11, Official Records of San Joaquin County more particularly described as follows:

COMMENCING at the southwest corner of said Section 30; thence northerly along the west line of Section 30 North  $00^{\circ} 26'39''$  East 2024.46 feet to the southwest corner of said Condemnation Parcel One and the **POINT OF BEGINNING**; thence, continuing along said Section line North  $00^{\circ} 26'39''$  East 621.10 feet to the northwest corner of said Condemnation Parcel One; thence, along the northerly line of said Condemnation Parcel South  $89^{\circ} 37'44''$  East, 40.00 feet; thence South  $00^{\circ}26'39''$  East 601.08 feet to a point on the south line of said Condemnation Parcel One; thence North  $89^{\circ}39'51''$  West 40.00 feet to the POINT OF BEGINNING.

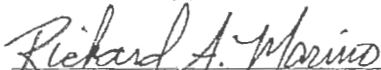
Containing 24,843 square feet, more or less.

End of Description

The Basis of Bearings for the above Legal Description is identical to the West line of Section 30 as shown on that particular Record of Survey filed in Book 34 of Surveys, at Page 81, Official San Joaquin County Records, which bears North  $00^{\circ}26'39''$  East.

See Exhibit "B-5", plat to accompany description, attached hereto and made a part hereof.

This legal description was prepared by me or under my direct supervision pursuant to section 8729(2) of the Professional Land Surveyors Act.

  
Richard A. Marino L.S. 6376

Date 06-08-11



LAMMERS ROAD

TRACY JOINT UNIFIED  
SCHOOL DISTRICT  
PARCEL TWO  
FINAL ORDER OF CONDEMNATION  
DOC. # 2011-035124

TRACY JOINT UNIFIED  
SCHOOL DISTRICT  
2007-179968  
OFFICIAL RECORDS  
APN: 240-040-001

TRACY JOINT UNIFIED  
SCHOOL DISTRICT  
PARCEL ONE  
FINAL ORDER OF CONDEMNATION  
DOC. # 2011-035124

SECTION  
LINE  
PORTION OF  
40' WIDE WSID  
EASEMENT  
666 OR 11  
PARCEL ONE  
RESERVATION B  
TO BE ABANDONDED

POINT OF  
BEGINNING

POINT OF  
COMMENCEMENT  
SW COR SEC. 30

40' WIDE WSID  
EASEMENT  
666 OR 11 &  
4428 OR 669

LINE TABLE		
LINE	BEARING	LENGTH
L1	S89°37'44"E	40.00'
L2	N89°39'51"W	40.00'

2024.46'  
30  
25  
31

621.10'  
N00°26'39"E  
621.08'  
N00°26'39"E

EXHIBIT "B-5"

PRECISION LAND SURVEYING, INC.  
8850 AUBURN FOLSOM ROAD, GRANITE BAY, CA.  
P.O. BOX 1042 FOLSOM, CA. 95763-1042  
(916) 789-2006

DRAWN BY: RAM

DATE: 06/07/11

DESIGNED BY:

FILE: EASEMENT

APPROVED BY: RAM

SCALE: 1" = 200'

REVISED:

JOB NO. 0544

EXHIBIT A-6

Proposed Abandonment Easement No. 3

**EXHIBIT "A-6"**  
**LEGAL DESCRIPTION**  
**IRRIGATION EASEMENT ABANDONMENT**

Being a portion of Government Lot 3 in the Northwest 1/4 of Section 30, Township 2 South, Range 5 East, M.D.B. &M., as shown on that particular Record of Survey filed in Book 34 of Surveys, at Page 81, Official Records of San Joaquin County, also being a portion of Parcel Two as described in that certain Final Order of Condemnation recorded in Document No. 2011-035124, Official Records of San Joaquin County, and also being a portion of the 30 foot wide West Side Irrigation District easement called out as Parcel One, Reservation B, and recorded in Book 666 at Page 11, Official Records of San Joaquin County more particularly described as follows:

COMMENCING at the southwest corner of said Section 30; thence northerly along the west line of Section 30 North 00° 26'39" East 2,645.56 feet to the southwest corner of said Parcel Two and the **POINT OF BEGINNING**; thence, continuing along said Section line North 00° 26'39" East 30.00 feet to the northwest corner of said Reservation B; thence, along the northerly line of said Reservation B, South 89°37'44" East, 64.00 feet; thence South 00°26'39" East 30.00 feet to a point located on the south line of said Parcel Two; thence, along said south line North 89°37'44" West 64.00 feet to the **POINT OF BEGINNING**.

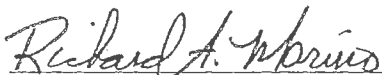
Containing 1,920 square feet, more or less.

End of Description

The Basis of Bearings for the above Legal Description is identical to the West line of Section 30 as shown on that particular Record of Survey filed in Book 34 of Surveys, at Page 81, Official San Joaquin County Records, which bears North 00°26'39" East.

See Exhibit "B-5", plat to accompany description, attached hereto and made a part hereof.

This legal description was prepared by me or under my direct supervision pursuant to section 8729(2) of the Professional Land Surveyors Act.

  
Richard A. Marino L.S. 6376



Date 06-08-11



PORTION OF  
30' WIDE WSID  
EASEMENT  
666 OR 11  
BEING ABANDONDED

TRACY JOINT UNIFIED  
SCHOOL DISTRICT  
PARCEL TWO  
FINAL ORDER OF CONDEMNATION  
DOC. # 2011-035124

POINT OF  
BEGINNING

TRACY JOINT UNIFIED  
SCHOOL DISTRICT  
2007-179968  
OFFICIAL RECORDS  
APN: 240-040-001

SECTION  
LINE

TRACY JOINT UNIFIED  
PARCEL ONE  
SCHOOL DISTRICT  
FINAL ORDER OF CONDEMNATION  
DOC. # 2011-035124

LAMMERS ROAD

2645.56'

N00°26'39"E

LINE TABLE		
LINE	BEARING	LENGTH
L1	N00°26'39"E	30.00'
L2	S89°37'44"E	64.00'
L3	S00°26'39"W	30.00'
L4	N89°37'44"W	64.00'

POINT OF  
COMMENCEMENT  
SW COR SEC. 30

25 30  
31

EXHIBIT "B-6"

PRECISION LAND SURVEYING, INC.  
8850 AUBURN FOLSOM ROAD, GRANITE BAY, CA.  
P.O. BOX 1042 FOLSOM, CA. 95763-1042  
(916) 789-2006

DRAWN BY: RAM

DATE: 06/07/11

DESIGNED BY:

FILE: EASEMENT

APPROVED BY: RAM

SCALE: 1" = 100'

REVISED:

JOB NO. 0544

**EXHIBIT A-8**

Proposed Abandonment Easement No. 4

**EXHIBIT "A-8"**  
**LEGAL DESCRIPTION**  
**IRRIGATION EASEMENT ABANDONMENT**

Being a portion of Government Lot 3 in Section 30, Township 2 South, Range 5 East, M.D.B.&M., as shown on that particular Record of Survey filed in Book 34 of Surveys, at Page 81, Official Records of San Joaquin County, also being a portion of that certain Parcel as described in Exhibit 'A-1' in that certain Final Order of Condemnation recorded in Document No. 2011-035124, Official Records of San Joaquin County, and also being a portion of the 40 foot wide West Side Irrigation District easement called out as Parcel One, Reservation B, and recorded in Book 666 at Page 11, Official Records of San Joaquin County more particularly described as follows:

COMMENCING at the southwest corner of said Section 30; thence northerly along the west line of Section 30 North 00° 26'39" East, 2,024.46 feet to the northwest corner of said Exhibit 'A-1' and the **POINT OF BEGINNING**; thence along the north line of said Exhibit A-1 South 89°39'51" East 40.00 feet to a point on the east side of said Irrigation Easement; thence leaving said north line, and along said east line, South 00°26'39" West 125.00 feet to a point 20.00 feet north of the south line of said Exhibit A-1; thence North 89°39'51: West 40.00 feet to said section line; thence along said section line North 00°26'39" East 125.00 feet to the POINT OF BEGINNING.

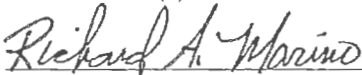
Containing 5,000 square feet, more or less.

End of Description

The Basis of Bearings for the above Legal Description is identical to the West line of Section 30 as shown on that particular Record of Survey filed in Book 34 of Surveys, at Page 81, Official San Joaquin County Records, which bears North 00°26'39" East.

See Exhibit "B-8", plat to accompany description, attached hereto and made a part hereof.

This legal description was prepared by me or under my direct supervision pursuant to section 8729(2) of the Professional Land Surveyors Act.

  
Richard A. Marino L.S. 6376

Date 06-08-11



TRACY JOINT UNIFIED  
SCHOOL DISTRICT  
2007-179968  
OFFICIAL RECORDS  
APN: 240-040-001

TRACY JOINT UNIFIED  
SCHOOL DISTRICT  
PARCEL ONE  
FINAL ORDER OF CONDEMNATION  
DOC. # 2011-035124

PORTION OF  
40' WIDE WSID  
EASEMENT  
666 OR 11  
PARCEL ONE  
RESERVATION B  
TO BE ABANDONED

TRACY JOINT UNIFIED  
SCHOOL DISTRICT  
EXHIBIT "A-1"  
FINAL ORDER OF CONDEMNATION  
DOC. # 2011-035124

SECTION  
LINE  
POINT OF  
BEGINNING

LAMMERS ROAD

N00°26'39"E 2024.46'

40' WIDE WSID  
EASEMENT  
666 OR 11 &  
4428 OR 669

LINE TABLE		
LINE	BEARING	LENGTH
L1	S89°39'51"E	40.00'
L2	S00°26'39"W	125.00'
L3	N89°39'51"W	40.00'
L4	N00°26'39"E	125.00'

POINT OF  
COMMENCEMENT  
SW COR SEC. 30

25 30  
31

EXHIBIT "B-8"

PRECISION LAND SURVEYING, INC.  
8850 AUBURN FOLSOM ROAD, GRANITE BAY, CA.  
P.O. BOX 1042 FOLSOM, CA. 95763-1042  
(916) 789-2006

DRAWN BY: RAM

DATE: 06/07/11

DESIGNED BY:

FILE: EASEMENT

APPROVED BY: RAM

SCALE: 1" = 200'

REVISED:

JOB NO. 0544

**EXHIBIT B**

**OFFICIAL BUSINESS:**

Document entitled to free recording  
Per Government Code section 27383.

Recording requested by and  
When recorded mail to:

Tracy Unified School District  
1875 W. Lowell Avenue  
Tracy, California 95376  
Attn: Facilities Director

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**QUITCLAIM DEED**

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**TITLE ORDER NO.**

**ESCROW NO.**

**APN:**

THIS TRANSACTION IS EXEMPT FROM CALIFORNIA DOCUMENTARY TRANSFER TAX PURSUANT TO SECTION 11922 OF THE CALIFORNIA REVENUE AND TAXATION CODE. THIS DOCUMENT IS EXEMPT FROM RECORDING FEES PURSUANT TO SECTION 27383 OF THE CALIFORNIA GOVERNMENT CODE.

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

**West Side Irrigation District**, a California irrigation district,

does remise, release, and forever quitclaim to

**Tracy Unified School District**, a California public school district,

all right, title and interest in the Real Property described as Proposed Abandonment Easement No 1. located in the County of San Joaquin, State of California as described and depicted on the attached Exhibit A-4, and

all right, title and interest in the Real Property described as Proposed Abandonment Easement No 2. located in the County of San Joaquin, State of California as described and depicted on the attached Exhibit A-5, and

all right, title and interest in the Real Property described as Proposed Abandonment Easement No 3. located in the County of San Joaquin, State of California as described and depicted on the attached Exhibit A-6, and



all right, title and interest in the Real Property described as Proposed Abandonment Easement No 4. located in the County of San Joaquin, State of California as described and depicted on the attached Exhibit A-8.

Dated: \_\_\_\_\_

West Side Irrigation District,  
a California irrigation district

By: \_\_\_\_\_  
Jack Alvarez, President

Attest:

\_\_\_\_\_  
Carol Petz, Secretary

STATE OF CALIFORNIA                    )  
  )  
COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_, 2013 before me, \_\_\_\_\_, Notary Public, personally appeared Jack Alvarez, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

\_\_\_\_\_  
NOTARY PUBLIC

[SEAL]

STATE OF CALIFORNIA )

)  
COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_, 2013 before me, \_\_\_\_\_,  
Notary Public, personally appeared Carol Petz, who proved to me on the basis of  
satisfactory evidence to be the person whose name is subscribed to the within  
instrument and acknowledged to me that he/she executed the same in his/her  
authorized capacity, and that by his/her signature on the instrument, the person, or  
the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of  
California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

\_\_\_\_\_  
NOTARY PUBLIC

[SEAL]

EXHIBIT C

Grant of Easement.

NO FEE DOCUMENT  
Government Code § 6103

Recording Requested By And  
When Recorded, Return to:

Tracy Unified School District  
1875 W. Lowell Avenue  
Tracy, California 95376  
Attn: Director of Facilities

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GRANT OF EASEMENT

This GRANT OF EASEMENT is made and entered into on \_\_\_\_\_ (“Effective Date”), by and between **Tracy Unified School District**, a California public school district (“Grantor”), and **West Side Irrigation District**, a California irrigation district (“Grantee”).

RECITALS

A. Grantor owns the real property as legally described and depicted on the attached Exhibit A-1, Exhibit A-2, and Exhibit A-3 (“Easement”) located in the County of San Joaquin, State of California.

B. Grantor has constructed, at its sole cost, irrigation facilities within the Easement to provide 6 cfs flows of irrigation water, and has agreed to transfer title to the irrigation facilities to Grantee.

C. Grantee now requires an easement for maintenance and operation of the irrigation facilities within the Easement.

AGREEMENT

In consideration of the mutual promises contained in this Grant of Easement and of other valuable consideration, the receipt and sufficiency of which are expressly acknowledged, Grantor and Grantee agree to the following:

1. Grant of Easement.

Grantor hereby grants to Grantee a non-exclusive easement for underground public utility purposes. The Easement includes the right to maintain, inspect, install, repair, relocate and replace said public utilities. The Easement includes all incidental and appurtenant surface and subsurface rights of maintenance, inspection, installation, connection, repair and replacement necessary and appropriate to the uses of the Easement and rights of ingress and egress over and

across Grantor's property to the extent necessary to use the Easement. Grantee will obtain an encroachment permit from the City of Tracy for any work within the City of Tracy right-of-way, including payment of standard fees. Grantee will replace or restore to the City of Tracy standards, as applicable, all improvements damaged or disturbed as a result of their work at Grantee expense.

2. Grant of Title.

Grantee hereby accepts the Irrigation Facilities constructed by Grantor. Upon execution of this Grant of Easement, Grantor shall deliver to Grantee a valid bill of sale granting title to the irrigation facilities to Grantee.

3. Status of Title.

This Grant of Easement is made subject to all conditions, covenants, restrictions, leases, easements, licenses, liens, encumbrances and claims of title which may affect the Easement, whether or not of record.

4. Binding on Heirs.

The rights and the obligations set forth herein shall bind and inure to the benefit of all heirs, successors and assigns of Grantor and Grantee.

5. Complete Agreement.

This Grant of Easement constitutes the entire agreement and understanding between the parties and supersedes all other offers, negotiations and agreements. There are no representations or understandings of any kind not set forth in this document. Any amendment or modification of this document shall be in writing and duly executed by the parties.

6. Authority to Execute.

Each signatory below represents and warrants that it has full authority to execute this Grant of Easement and bind its organization to its terms and conditions.

7. Attorney's Fees and Costs.

Should any litigation or other proceedings commence between parties to this Agreement or their successors or assigns concerning the rights and duties of any party pursuant to, related to, or arising from this Agreement, the prevailing party in such litigation or other proceedings shall be entitled, in addition to such other relief as may be granted, to a reasonable sum as and for his attorney's fees and costs of such litigation as shall be determined in such litigation or other proceedings, or in a separate action brought for such purpose.

8. Counterparts.

This Grant of Easement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

Grantor and Grantee have executed this Grant of Easement as of the dates set forth below, but to be effective as of the Effective Date.

Dated: \_\_\_\_\_

GRANTOR:

**Tracy Unified School District**, a California public school district

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

GRANTEE:

**West Side Irrigation District**, a California irrigation district

By: \_\_\_\_\_

Jack Alvarez, President

ATTEST:

By: \_\_\_\_\_

Carol Petz, Secretary

**PUBLIC AGENCY DEED ACCEPTANCE**

This is to certify that the interest in real property conveyed by this Grant of Easement is hereby accepted by order of the Board of Directors on \_\_\_\_\_, and the grantee consents to recordation thereof by its duly authorized officer.

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Carol Petz, Secretary





**EXHIBIT D**

Grant of Easement.

NO FEE DOCUMENT  
Government Code § 6103

Recording Requested By And  
When Recorded, Return to:

Tracy Unified School District  
1875 W. Lowell Avenue  
Tracy, California 95376  
Attn: Director of Facilities

---

**GRANT OF EASEMENT**

This GRANT OF EASEMENT is made and entered into on \_\_\_\_\_ (“Effective Date”), by and between **Tracy Unified School District**, a California public school district (“Grantor”), and **West Side Irrigation District**, a California irrigation district (“Grantee”).

RECITALS

- A. Grantor owns the real property as legally described and depicted on the attached Exhibit A-7 (“Easement”) located in the County of San Joaquin, State of California.
- B. Grantor has constructed, at its sole cost, irrigation facilities within the Easement to provide 6 cfs flows of irrigation water, and has agreed to transfer title to the irrigation facilities to Grantee.
- C. Grantee now requires an easement for maintenance and operation of the irrigation facilities within the Easement.

AGREEMENT

In consideration of the mutual promises contained in this Grant of Easement and of other valuable consideration, the receipt and sufficiency of which are expressly acknowledged, Grantor and Grantee agree to the following:

1. Grant of Easement.

Grantor hereby grants to Grantee a non-exclusive easement for underground public utility purposes. The Easement includes the right to maintain, inspect, install, repair, relocate and replace said public utilities. The Easement includes all incidental and appurtenant surface and subsurface rights of maintenance, inspection, installation, connection, repair and replacement necessary and appropriate to the uses of the Easement and rights of ingress and egress over and across Grantor’s property to the extent necessary to use the Easement. Grantee will obtain an encroachment permit from the County of San Joaquin for any work within the County right-of-way, including payment of standard fees. Grantee will replace or restore to the County standards, as applicable, all improvements damaged or disturbed as a result of their work at Grantee expense.

4. Grant of Title.

Grantee hereby accepts the Irrigation Facilities constructed by Grantor. Upon execution of this Grant of Easement, Grantor shall deliver to Grantee a valid bill of sale granting title to the irrigation facilities to Grantee.

5. Status of Title.

This Grant of Easement is made subject to all conditions, covenants, restrictions, leases, easements, licenses, liens, encumbrances and claims of title which may affect the Easement, whether or not of record.

4. Binding on Heirs.

The rights and the obligations set forth herein shall bind and inure to the benefit of all heirs, successors and assigns of Grantor and Grantee.

5. Complete Agreement.

This Grant of Easement constitutes the entire agreement and understanding between the parties and supersedes all other offers, negotiations and agreements. There are no representations or understandings of any kind not set forth in this document. Any amendment or modification of this document shall be in writing and duly executed by the parties.

6. Authority to Execute.

Each signatory below represents and warrants that it has full authority to execute this Grant of Easement and bind its organization to its terms and conditions.

7. Attorney's Fees and Costs.

Should any litigation or other proceedings commence between parties to this Agreement or their successors or assigns concerning the rights and duties of any party pursuant to, related to, or arising from this Agreement, the prevailing party in such litigation or other proceedings shall be entitled, in addition to such other relief as may be granted, to a reasonable sum as and for his attorney's fees and costs of such litigation as shall be determined in such litigation or other proceedings, or in a separate action brought for such purpose.

8. Counterparts.

This Grant of Easement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

Grantor and Grantee have executed this Grant of Easement as of the dates set forth below, but to be effective as of the Effective Date.

Dated: \_\_\_\_\_

GRANTOR:

**Tracy Unified School District**, a California public school district

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

GRANTEE:

**West Side Irrigation District**, a California irrigation district

By: \_\_\_\_\_

Jack Alvarez, President

ATTEST:

By: \_\_\_\_\_

Carol Petz, Secretary

### **PUBLIC AGENCY DEED ACCEPTANCE**

This is to certify that the interest in real property conveyed by this Grant of Easement is hereby accepted by order of the Board of Directors on \_\_\_\_\_, and the grantee consents to recordation thereof by its duly authorized officer.

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Carol Petz, Secretary





# BUSINESS SERVICES MEMORANDUM

**TO:** Dr. James C. Franco, Superintendent  
**FROM:** Dr. Casey Goodall, Associate Superintendent of Business Services  
**DATE:** October 28, 2013  
**SUBJECT:** **Approve Resolution No. 13-14 Finding that the Reconstruction/Modernization of Tracy High School Ag Science Building, Weight Room and the E.B. Theater Building Qualifies as a Categorical Exemption from California Environmental Quality Act**

**BACKGROUND:** As part of the California Department of Education's (CDE) process for obtaining approval to participate in the State School Building Program, the District must certify that it has completed all actions required pursuant to CEQA. If it is determined the project to be completed is exempt from the preparation of CEQA environmental documents by statutory, categorical or general rules of exemption, the District must indicate to CDE the date the Notice of Exemption was filed with the County Clerk.

**RATIONALE:** The District has completed the planning process for the modernization of the E. B. Theater Building and for the modernization of the AG Science Building and Weight Room Building at Tracy High School; based upon the assessment and recommendations of Rainforth Grau Architects, the modernization plans will include the renovation/modernization of the older classrooms in the buildings as well as upgrades for ADA compliance, including the addition of restrooms in the Theater. Therefore, the necessary Resolution calling out these findings and the Notice of Exemption are attached to this agenda item for board approval.

**FUNDING:** Not applicable

**RECOMMENDATIONS:** Approve Resolution No. 13-14 Finding that the Reconstruction / Modernization of Tracy High School Ag Science Building, Weight Room and E. B. Theater Building Qualifies as a Categorical Exemption from California Environmental Quality Act

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



**TRACY UNIFIED SCHOOL DISTRICT  
RESOLUTION NO. 13-14**

**Approve the Reconstruction/Modernization of Tracy High School, AG Science Building, Weight Room Building and E.B. Theatre Qualifies as a Categorical Exemption from California Environmental Quality Act**

**WHEREAS**, the California Environmental Quality Act (CEQA) is a statute that requires state and local agencies to identify the significant environmental impacts of their actions to avoid or mitigate those impacts;

**WHEREAS**, a public agency must comply with CEQA when it undertakes an activity defined by CEQA as a "project;"

**WHEREAS**, a project is an activity undertaken by a public agency or a private activity which must receive some discretionary approval from a government agency which may cause either a direct physical change in the environment or a reasonably foreseeable indirect change in the environment;

**WHEREAS**, a public agency is required to examine a project to determine whether the project is subject to CEQA or if the project is exempt;

**WHEREAS**, if the public agency has determined the project is exempt from CEQA, it is required to prepare a Notice of Exemption;

**WHEREAS**, Article 19, Section 15302 of the CEQA Guidelines, categorizes the replacement/reconstruction of a school building as categorically exempt from CEQA if the replacement/reconstruction of the new structure will be located on the same site as the structure replaced, will have substantially the same purpose as the structure replaced, will provide an earthquake resistant structure, and will not increase the capacity of the school by more than fifty (50) percent;

**NOW, THEREFORE BE IT RESOLVED** that the *Tracy Unified School District Board of Education* finds that the replacement/reconstruction/modernization at Tracy High School, AG Science Building, Weight Room and E.B. Theater meets the CEQA exemption criteria because the replacement/reconstruction/modernization of the new structures will be located on the same site as the structures replaced, will have substantially the same purpose as the structures replaced, will provide an earthquake resistant structure, and will not increase the capacity of Tracy High School by more than fifty (50) percent;



**BE IT FUTHER RESOLVED** that the District Board authorizes the Superintendent to file a Notice of Exemption with the County Clerk of San Joaquin County.

**PASSED AND ADOPTED** by the Board of Trustees of the Tracy Unified School District, County of San Joaquin, State of California this 12th day of November, 2013 by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

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

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



# BUSINESS SERVICES MEMORANDUM

**TO:** Dr. James C. Franco, Superintendent  
**FROM:** Dr. Casey Goodall, Associate Superintendent of Business Services  
**DATE:** November 2, 2013  
**SUBJECT:** Approve a List of Geotechnical Engineering Consultants to Perform Required Geotechnical Engineering Services, Special Testing and Special Inspection Services on New Construction, Modernization and Various Projects

**BACKGROUND:** The District is required to hire geotechnical engineers to provide reports regarding the soil composition and seismic design criteria for new construction, modernization as well as other miscellaneous projects within the district. These firms also provide special testing and inspection services applicable during the construction phases of a project. Reports for geotechnical and engineering services may include but are not limited to: investigations of structural foundations, slope stability, liquefaction, seismic settlement, slab floors, seepage drainage, soil stabilization, etc. Special testing and inspection services include but are not limited to: concrete design mix, concrete compression, masonry mortar, and grout compression, asphalt flash points, steel welding, tensile and pipe bend and stress testing, bolt testing, pipe welding tests, etc. Due to the number of projects that require these services, staff advertised in the Stockton Record and requested a "Statement of Qualifications" from firms and individuals that conduct business within our region that can be contacted as needed to perform the necessary studies and professional construction consultant services.

**RATIONALE:** A total of fourteen firms responded to the District's Request for Qualifications (RFQ). Each of the firms was ranked in various categories, including: location; hourly rates; relevant school experience, etc. Ranking was conducted by the District's staff and the District's construction management firm, RGM & Associates; ranking also took into consideration past experience working with the inspectors/firms. There are several projects that will require these services in the next several months/years; therefore, the top four ranked respondents are being recommended for a District "shortlist" from which the District may contact for a "Request for Proposal" on an as needed basis. The firm's recommended for the shortlist are:

- Wallace Kuhl & Associates
- Neil O. Anderson & Associates
- BSK Associates Engineers & Laboratories
- Kleinfelder

**FUNDING:** Project funding may come from a number of resources, including: Measure S and Measure E Bond Funds, State School Building Funds, Redevelopment Funds, Deferred Maintenance Funds, General Fund.

**RECOMMENDATIONS:** Approve a List of Geotechnical Engineering Consultants to Perform Required Geotechnical Engineering Services, Special Testing and Special Inspection Services on New Construction, Modernization and Various Projects.

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



# BUSINESS SERVICES MEMORANDUM

**TRACY**  
UNIFIED SCHOOL DISTRICT

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**TO:** Dr. James C. Franco, Superintendent  
**FROM:** Dr. Casey Goodall, Associate Superintendent of Business Services  
**DATE:** October 30, 2013  
**SUBJECT:** **Accept the Annual Report on the Collection and Expenditure of Development Fees for Fiscal Year 2012/2013**

**BACKGROUND:** Effective January 1, 1997, SB 1693 amended the Government Code to add additional reporting requirements regarding development fees which are assessed on new development to mitigate the impact of that development on school facilities.

**RATIONALE:** The attached reports reflect the status of Development Fee funds in accordance with SB 1693.

Although it appears that mitigation payments are exempt from the annual reporting requirements of GC 66006(b)(1), since they are special taxes and not a "fee", they are included in the report in order to show a complete picture.

**FUNDING:** Fund 25-9019: Developer Fees; Fund 25-9011: Mitigation.

**RECOMMENDATIONS:** Accept the Annual Report on the Collection and Expenditure of Development Fees for Fiscal Year 2012/2013.

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

**Tracy Unified School District  
Mitigation Fund  
25-9011  
June 30, 2013**

<b>Beginning Balance</b>	<b>\$ 2,320,191.09</b>
<b>Revenue</b>	
Fees Collected	\$ 691,553.00
Interest Earned/Misc.	<u>59,467.90</u>
<b>Total Revenue</b>	<b>\$ 751,020.90</b>
<b>Expenditures</b>	
Building Improvements	
Relocatables	
<b>Total Expenditures</b>	<b>\$ -</b>
<b>Ending Fund Balance</b>	<b><u>\$ 3,071,211.99</u></b>

**Tracy Unified School District  
Developer Fee Fund  
25-9019  
June 30, 2013**

<b>Beginning Balance</b>	<b>\$ 152,600.20</b>
<b>Revenue</b>	
Fees Collected	\$ 565,616.54
Interest Earned/Misc.	<u>1,041.10</u>
<b>Total Revenue</b>	<b>\$ 566,657.64</b>
<b>Expenditures</b>	
Building Improvements	\$
Relocatables	
Administrative/Master Planning	<u>51,219.08</u>
<b>Total Expenditures</b>	<b>\$ 51,219.08</b>
<b>Ending Fund Balance</b>	<b><u>\$ 668,038.76</u></b>

Tracy Unified School District  
 Summary of Cash Flow  
 Facilities Planning-Developer Fees  
 (2013 \$'s)

Sources of Cash	Prior	2012/13	2013/14	2014/15	2015/16+	TOTAL
Interest		\$ 7,416	\$ 7,500	\$ 12,000	\$ 25,000	\$ 51,916
Misc. Revenue		\$ 53,093	\$ -	\$ -	\$ -	\$ 53,093
State Bond Revenue	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Unrestricted Facilities Fund			\$ -	\$ -	\$ -	\$ -
Mitigation/Developer Fees	\$ -	\$ 1,257,170	\$ 350,000	\$ 500,000	\$ 1,500,000	\$ 3,607,170
<b>Total Sources</b>	\$ -	\$ 1,317,679	\$ 357,500	\$ 512,000	\$ 1,525,000	\$ 3,712,179
<b>Uses of Cash</b>						
Capital Project Expd	\$ -	\$ -	\$ 375,000	\$ 500,000	\$ 5,006,751	\$ 5,881,751
Administration/Misc	\$ -	\$ 51,219	\$ 75,000	\$ 77,000	\$ 100,000	\$ 303,219
<b>Total Uses</b>	\$ -	\$ 51,219	\$ 450,000	\$ 577,000	\$ 5,106,751	\$ 6,184,970
<b>NET CASH FLOW</b>	\$ -	\$ 1,266,459	\$ (92,500)	\$ (65,000)	\$ (3,581,751)	\$ (2,472,792)
*Beginning Balance	\$ -	\$ 2,472,791	\$ 3,739,251	\$ 3,646,751	\$ 3,581,751	\$ 3,581,751
Ending Balance	\$ 2,472,791	\$ 3,739,251	\$ 3,646,751	\$ 3,581,751	\$ (0)	\$ (0)



Tracy Unified School District  
 Summary of Projected Capital Projects-Developer Fees  
 (2013 \$'s)  
 TUSD District Facilities

PROJECTS	Prior Years	2012/13	2013/14	2014/15	2015/16+	TOTAL
New Construction						
Kimball Classroom Conversion	\$ 13,260	\$ -	\$ 125,000		\$ -	\$ 138,260
Housing K-8	\$ -	\$ -	\$ -	\$ 500,000	\$ 5,006,751	\$ 5,506,751
Kimball High School	\$ 84,955,796	\$ -	\$ 250,000	\$ -		\$ 85,205,796
<b>TOTAL NEW CONSTRUCTION</b>	<b>\$ 84,969,056.48</b>	<b>\$ -</b>	<b>\$ 375,000.00</b>	<b>\$ 500,000.00</b>	<b>\$ 5,006,751.00</b>	<b>\$ 90,850,807.48</b>
Administration	\$ -	\$ 51,219	\$ 75,000	\$ 50,000	\$ 50,000	\$ 226,219
Misc./Interim Housing	\$ -	\$ -	\$ -	\$ 27,000	\$ 50,000	\$ 77,000
<b>TOTAL MISC/ADMINISTRATION</b>	<b>\$ -</b>	<b>\$ 51,219.08</b>	<b>\$ 75,000.00</b>	<b>\$ 77,000.00</b>	<b>\$ 100,000.00</b>	<b>\$ 303,219.08</b>
<b>TOTAL PROJECTS</b>	<b>\$ 84,969,056</b>	<b>\$ 51,219</b>	<b>\$ 450,000</b>	<b>\$ 577,000</b>	<b>\$ 5,106,751</b>	<b>\$ 91,154,027</b>



# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. James Franco, Superintendent  
**FROM:** Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources  
**DATE:** November 1, 2013  
**SUBJECT:** **Approve LEA Plan Addendum for the 2013/2014 School Year.**

**BACKGROUND:** The District develops an LEA Plan annually. This plan uses a template developed by the California Department of Education to summarize achievement data and outline the major initiatives of the District to improve student achievement. The process of developing the LEA Plan Addendum begins with the June Management meeting where District and Site administrators review action steps from the prior year and provide feedback on these initiatives. The data collected at that meeting is used by members of the Continuous Improvement Team, and various district administrators, to develop Action Plans for the seven District Strategic Goals. The LEA Plan Addendum is then developed by pulling the action steps that relate to improving student achievement from these Action Plans.

**RATIONALE:** State law requires local Governing Board approval of the District's LEA Plan Addendum. This report supports District Strategic Goal #1: Prepare all students for college and careers and Strategic Goal #2: Ensure that all students meet or exceed grade level standards and that the achievement gap between the identified student subgroups is closed.

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

**RECOMMENDATION:** Approve LEA Plan Addendum for the 2013/2014 School Year.

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

District Name: Tracy Joint Unified SD

CD Code: 39-75499

LOCAL EDUCATIONAL AGENCY PROGRAM IMPROVEMENT PLAN ADDENDUM  
2013-14

**1. Identify fundamental teaching and learning needs in the schools of the LEA and the specific academic problems of low-achieving students, including a determination of why the prior LEA Plan failed to bring about increased academic achievement for all student groups.**

Please provide a summary analysis of the needs assessment used to identify student learning needs (especially the academic problems of low achieving students). Include an analysis of why the prior LEA Plan was not successful.

1. Discuss the results of the assessments used to determine the teaching and learning needs of the schools and the district.
2. Identify academic priorities.
3. Discuss why the prior LEA Plan was not successful.

AYP – On the measure of Adequate Yearly Progress the District entered Program Improvement as a result of English Learners and Students with Disabilities not meeting AYP targets. Since entering PI, all subgroups have continued to show gains in the percent scoring proficient on state assessments, though they have not made sufficient gains to meet the increasing AYP targets. English Learners and Students with Disabilities continue to be the lowest scoring subgroups, though they are also the groups that have made the greatest gains in AYP in both ELA and Math, along with the SES Disadvantaged subgroups. The achievement gap has closed for these subgroups in both ELA and Math, as these groups have made gains greater than those made by the White subgroup. Despite these gains, these subgroups continue to be District priorities.

AMAO – The Title III accountability measures of English language development (AMAO1 and 2) have been met by the District every year. These measures include students moving up a level on the CELDT test and students scoring CELDT proficient. Despite these successes, we have identified a significant percentage of our English Learner students who do not meet re-designation criteria and who become Long Term English learners. Preventing long-term ELs and meeting the needs of those students who are long-term EL are District priorities.

Prior LEA Plans have been successful to a certain degree as they have resulted in continuous academic improvement over the years. Additionally, the achievement gap between lower achieving subgroups and the white subgroup has been reduced. The gains made in academic achievement have not been sufficient to meet increasing targets. The District continues to focus on the consistent implementation of improvement efforts along with purposeful monitoring of student progress. As we have begun the shift to meet the demands of Common Core State Standards (CCSS), our focus needs to shift as well. The CCSS requires a greater emphasis on the development of academic literacy and critical thinking skills as students apply the learned knowledge and skills to solve real-world problems. Instructional practices and curriculum need to change to meet these needs.

**2. Include specific, measurable achievement goals and targets for student groups identified as not making Adequate Yearly Progress (AYP), including students with disabilities and English learners, as appropriate.**

Please describe specific, measurable academic goals and targets for student achievement for student groups identified as not making AYP. (Refer to the CDE AYP Reports Web page at <http://www.cde.ca.gov/ta/ac/ay/aypreports.asp>.)

With the suspension of STAR testing for the 2013-14 school year, the following goals will be based on available state assessment data (CELDT and CAHSEE) as well as on available district assessment data.

Goal 1: Ensure that standards-aligned curriculum in R/LA, ELD and Math is fully implemented in all classrooms in the district.

Goal 2: 100% of students will meet or exceed graduation requirements by completing one of the four following options. This includes students in underperforming subgroups (African-American, Hispanic, EL, SES Disadvantaged, Students with Disabilities):

- Standard High School Diploma
- Complete program as defined by IEP
- General Education Designated Certificate (GED)
- California High School Proficiency Exam (CHSPE)

Goal 3: The percent of English Learners classified as long-term EL in grades 6-12 will be reduced.

Goal 4: The percent of English Learners classified as potential long-term EL in grades 4-5 will be reduced.

Goal 5: The percent of EL students meeting AMAO1 and 2 of the Title III Accountability measures will increase.

Goal 6: The percent of 10<sup>th</sup> grade students passing the CAHSEE will increase. This includes students in underperforming subgroups (African-American, Hispanic, EL, SES Disadvantaged, Students with Disabilities)

Goal 7: The percent of students meeting expectations on District assessments in ELA and Math will increase.

**3. Incorporate research-based strategies to strengthen the core academic program for identified student groups in schools served by the LEA, including students with disabilities and English learners, as appropriate.**

Please describe the specific strategies that the district will use and how those strategies will be implemented and monitored to strengthen the core academic program.

1. Transition to Common Core – For all students, the District will be identifying changes that need to be made to curriculum, instructional practices, and assessment to align to new standards (Common Core, new ELD Standards, NGSS). Some changes will be made for the 2012-13 school year. Additional changes will be identified for implementation for the 2014-15 school year.

2. English Learners – The District will expand on efforts begun in the 2011-12 and 2012-13 school years that focus on a) preventing the development of long-term English learners by providing higher quality language and literacy development; b) supporting the academic literacy development of long term ELs in grades 6-12; and c) supporting the development of academic language of ELs in content classes in grades 6-12.

3. Students with Disabilities – The District will expand on past efforts to ensure that Students with Disabilities receive effective instruction on grade level standards

4. Specify actions to implement the identified strategies that have the greatest likelihood of improving student achievement in meeting state standards.

Please identify actions to be implemented to accomplish the identified strategies and how they will be supported and monitored. (See examples of full implementation descriptions in the Academic Program Survey [APS] and the District Assistance Survey [DAS] on the CDE State Assessment Tools Web page at <a href="http://www.cde.ca.gov/ta/ac/ti/stateassesspi.asp">http://www.cde.ca.gov/ta/ac/ti/stateassesspi.asp</a> .)	Person(s) Responsible	Specific Timeline	Estimated Cost/ Funding Source
4. 1. Transition to Common Core (and other new State Standards)			
4.1.a Review, pilot and adopt new mathematics curriculum that is aligned to CCSS.	Voloshin Math Cadre	Review/pilot – fall 2013 Adopt/Purchase spring 2014	\$1,000,000 CCSS support
4.1.b Revise District formative math assessments for 2013-14 and identify new math assessments for 2014-15	Voloshin Woo Math Cadre	Revise – fall 2013 New assess by June 2014	Title 1 \$25,000 (Math Cadre)
4.1.c Provide professional development to teachers on CCSS Math standards and new curriculum (if adopted)	Voloshin Math Cadre	Spring/Summer 2014	Title I \$32,000 (Math PD)
4.1.d. Develop revised pacing guide for ELA that aligns existing curriculum to CCSS	Schneider ELA Committees	By spring 2014	Title I \$38,000 (ELA Committees)
4.1.e Revise District ELA benchmark assessments for 2013-14 and identify new ELA assessments for 2014-15	Schneider Woo ELA Committees	Revise – fall 2013 New assess by June 2014	See 4.1.d Title II \$8500 (Writing Comm)
4.1.f Identify and purchase technology to support new curriculum and new standards	Minter Tech Committee Math Cadre	Identify – fall 2013 Purchase – Jan 2014	\$2,000,000 CCSS Support \$4,000,000 unrestricted

4.2. Supporting English Learners	Person(s) Responsible	Specific Timeline	Estimated Cost/ Funding Source
4.2.a Expand implementation of Project GLAD (Guided Language Acquisition Design) to 25 additional primary grade teachers (grades K-3) and to 24 middle/high school teachers. Project GLAD promotes development of academic language and literacy in content areas.	Dopp Woo EL Coaches	2 day training – Summer 2013 4 day demo – during 2013-14 school year	EIA \$70,000 Title I 14,800
4.2.b Continue to support ALAS (Academic Language and Support) classes for grades 6-10 for long-term EL students using Interdisciplinary Vocabulary (Gr. 6) and Scholastic English 3D (gr. 7-10)	Woo EL Coach	4 release days during 2013-14	EIA \$20,300
4.2.e Continue to provide two teachers on special assignment as Coaches for EL Strategies to support ALAS, GLAD and other instructional practices that support EL students	Voloshin EL Coaches	Throughout 2013-14 school year	Title III \$182,531
4.2.c Develop proposal for newcomer program to consolidate the small numbers of newcomer EL students and maximize resources to support them. If approved, develop implementation plan to begin program Fall 2014.	Woo	Proposal Fall 2013 Implementation Plan – Spring 2014	Title II \$4000
4.2.d Continue to work with ELD Steering Committee to provide PD to all teachers on new ELD standards (at Dec. 9 ERM) and to revise policies/procedures as needed to improve services to English Learners	Woo Dopp ELD Steering Comm	Throughout 2013-14 school year	EIA \$12,000 (ELD Steer. Com)
4.3 Supporting Students with Disabilities	Person(s) Responsible	Specific Timeline	Estimated Cost/ Funding Source
4.3.a Work with teachers to develop curriculum maps that align current curriculum with Common Core Standards	Skulina Alaniz	Fall 2013	0
4.3.b Monitor implementation of grade level standards in SpEd classrooms through walk-throughs or instructional tours.	Skulina Alaniz Principals	Throughout school year 2013- 14	0
4.4 Supporting SES Disadvantaged students	Person(s) Responsible	Specific Timeline	Estimated Cost/ Funding Source
4.4.a Continue to offer extended day at PI schools to support EL students and other at-risk students	Dopp Principals	Throughout 2013-14 school year	
4.4.b Support reduced class sizes and elimination of combo classes at PI schools in order to better support at-risk students.	Dopp Principals	Throughout 2013-14 school year	



**5. Provide high-quality professional development for the instructional staff that focuses on instructional improvement and supports the strategies and actions described above.**

Please describe the professional development the LEA will provide to instructional staff to address the identified strategies and actions.	Person(s) Responsible	Specific Timeline	Estimated Cost/ Funding Source (including 10% set-aside from Title I, Part A)
5.1. Transition to Common Core (and other new State Standards)			
5.1.a Provide training for all teachers on new standards (CCSS, NGSS, ELD Standards)	ES Directors Curriculum Committees	ERMs throughout 2013-14; summer institute 2014	\$336,628 unrestricted
5.1.b Provide training to site administrators on new standards (CCSS etc.)and next generation assessments	ES Directors	Monthly ECAM and SCAM meetings	0
5.1.c Provide training for all teachers on new technology	ISET Teacher Trainers	Summer institute 2014	\$600,000 CCSS Support
5.1.d Provide professional development to all teachers in transition from Data Teams to Professional Learning Communities with focus on supporting transition to CCSS.	ES Directors CISCs	Throughout 2013-14 school year	Title I \$15,000 (Curr Council)
5.1.e Provide opportunities for instructional staff and students to experience sample tests/field tests for SBAC assessments	Woo Principals	Throughout 2013-14 school year	0
5.1.f Provide PD to Science Teachers (multiple subject teachers and single subject Science) on the Next Generation Science Standards	Schneider	Throughout 2013-14 school year	Title II \$14,000
5.1.g Provide PD to non-English teachers on CCSS Literacy Standards at Early Release Mondays (ERMs) and Buy Back Days	ES Directors Curric. Committees	Throughout 2013-14 school year	Title II \$2,200 (GVWP) Also see 5.1.f

5.2. Supporting English Learners	Person(s) Responsible	Specific Timeline	Estimated Cost/ Funding Source
5.2.a Expand implementation of Project GLAD (Guided Language Acquisition Design) to __ additional primary grade teachers (grades K-3) and to 24 middle/high school teachers	Dopp Woo EL Coaches	2 day training – Summer 2013 4 day demo – during 2013-14 school year	See 4.2.a
5.2.b Continue to provide two teachers on special assignment as Coaches for EL Strategies to support ALAS, GLAD and other instructional practices that support EL students	Voloshin EL Coaches	Throughout 2013-14 school year	See 4.2.f
5.2.c Expand Spanish for Native Speaker program and improve placement to ensure that LTELs with home language of Spanish are enrolled.	Woo Teachers	Release days during 2013-14	EIA \$4000

**6. Incorporate, as appropriate, activities before school, after school, during the summer, and/or during an extension of the school year.**

Please describe those activities and how the LEA will incorporate them.	Person(s) Responsible	Specific Timeline	Estimated Cost	Funding Source
6.1. Supporting English Learners				
6.1.a Implement summer program for at-risk EL students in grades 4-5 with focus on social studies and science (Braniac Academy)	Dopp	June/July 2014	\$30,170 \$27,733	Title I Migrant
6.1.b Explore possibility of summer program for gr. 8 LTEL to prepare them for gr. 9 (perhaps focus on Biology frontloading)	Dopp Woo	June/July 2014		

**7. Include strategies to promote effective parental involvement in the school.**

Please describe parental involvement strategies and how the LEA will support them across the LEA.	Person(s) Responsible	Specific Timeline	Estimated Cost	Funding Source
7.1 Continue to support DELAC and site ELAC committees to promote involvement of parents of ELs.	Woo Principals	Throughout 2013-14 school year	0	
7.2 Continue to support District Title I parent committee to promote Involvement of parents of SES Disadvantaged students	Dopp	Throughout 2013-14 school year	0	
7.3 Continue to support parent education and parent involvement activities at school sites (PIQE, The Parent Project, Latino Family Literacy Project, etc.)	Dopp Principals	Throughout 2013-14 school year	\$95,400 \$41574	Title I EIA

**LOCAL EDUCATIONAL AGENCY PROGRAM IMPROVEMENT PLAN ADDENDUM  
ASSURANCE PAGE**

**Local Educational Agency (LEA) Plan Information:**

**Name of LEA:** Tracy Joint Unified School District

**County District Code:** 39-75499

**Date of Local Governing Board Approval:** November 12, 2013

**District Superintendent:** Dr. James Franco

**Address:** 1875 W. Lowell Ave

**City:** Tracy

**Zip Code:** 95376

**Phone:** (209) 830-3200

**FAX:** (209) 830-3204

**E-mail:** jfranco@tusd.net

**Signatures:**

**On behalf of LEAs, participants included in the preparation of this LEA Program Improvement Plan Addendum:**

	<b>Dr. James Franco</b>	
_____ Signature of Superintendent	_____ Printed Name of Superintendent	_____ Date

	<b>Mr. Greg Silva</b>	
_____ Signature of Board President	_____ Printed Name of Board President	_____ Date

By submission of the local board approved LEA PI Plan Addendum (in lieu of the original signature assurance page in hard copy), the LEA certifies that the plan has been locally adopted and original signed copies of the assurances are on file in the LEA. The certification reads:

**Certification:** I hereby certify that all of the applicable state and federal rules and regulations will be observed by this LEA and that, to the best of my knowledge, information contained in this Plan is correct and complete. Legal assurances for all programs are accepted as the basic legal condition for the operation of selected projects and programs and copies of assurances are retained onsite. I certify that we accept all general and program specific assurances for Titles I, II, and/or III as appropriate, except for those for which a waiver has been obtained. A copy of all waivers will remain on file. I certify that actual ink signatures for this LEA Plan/Plan Addendum/Action Plan are on file, including signatures of any required external providers.



# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. James Franco, Superintendent  
**FROM:** Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources  
**DATE:** November 1, 2013  
**SUBJECT:** **Approve School Site Single Plans for Student Achievement and Site Categorical Budgets for the 2013/2014 School Year.**

**BACKGROUND:** Annually each school site is required to develop a school plan (Single Plan for Student Achievement) which includes an analysis of the prior year's assessment data, evaluates the progress toward meeting the goals for that year, establishes goals for the new school year, and develops a budget to support the successful implementation of the goals. The school plans are developed in a collaborative effort of the site administration, school staff, and parents. Each school's plan is approved by their School Site Council. Additionally, the principal from each school meets with a review team made up of the Superintendent, Assistant Superintendent of Educational Services and Human Resources, and various Educational Services Directors. The review team discusses the school plan with the site administrator and the plan may be revised to provide for greater clarification or to reflect changes recommended by the review team. The development of a quality school plan requires sufficient time for all stakeholders to be involved in the process and it is this final product which is submitted to the Board for approval.

**RATIONALE:** State law requires local Governing Board approval of each site's Single Plan for Student Achievement. This report supports District Strategic Goal #1: Prepare all students for college and careers and District Strategic Goal #2: Ensure that all students meet or exceed grade level standards and that the achievement gap between the identified student subgroups is closed.

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

**RECOMMENDATION:** Approve School Site Single Plans for Student Achievement and Site Categorical Budgets for the 2013/2014 School Year.

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



# HUMAN RESOURCES MEMORANDUM

**TO:** Dr. James C. Franco, Superintendent  
**FROM:** Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources  
**DATE:** October 30, 2013  
**SUBJECT:** **Adopt Resolution 13-15 Authorizing the District to Enter into an Agreement with PARS to Design and Administrate a Supplementary Retirement Plan for Eligible Certificated Non-Management Employees Provided there is Sufficient Employee Participation.**

**BACKGROUND:** The Tracy Unified School District has worked with Public Agency Retirement Services (PARS) to design a Supplementary Retirement Plan (SRP), a retirement incentive that may encourage senior Certificated Non-Management employees to retire early. The goal of the program is to generate savings, or at a minimum, no cost to the District by increasing the numbers of retirements in the 2013-14 school year. The PARS Breakeven Analysis shows the plan is projected to save the District approximately \$514,405.00 or more in 2014-15 and approximately \$2.01 Million or more cumulative over 5 years. The program allows the District to offer the plan, conduct enrollments, analyze the participation, and elect to move forward or cancel the program depending on the participation and overall projected savings or cost of the program.

As the administrator of the Supplementary Retirement Plan (SRP), PARS will assist the District in the initial design, perform plan communication and enrollment, and conduct all ongoing administration of the program. PARS will hold orientation meetings at District locations to provide information regarding the program to eligible employees and will be available for questions and additional information throughout the enrollment period. Pacific Life Insurance Company will serve as the plan insurer. Pacific Life is rated excellent, very strong and superior by the Rating Agencies.

PARS administers the third largest multiple employer public retirement system in California. Currently, there are 650 member agencies with more than 375,000 plan participants. Over 250 California school districts such as the Los Angeles Unified School District, San Diego Unified School District, and Long Beach Unified School District are members of PARS. Tracy Unified School District previously worked with PARS on retirement incentives in the 2008-2009 and 2009-2010 school years.

**HOW THE PROGRAM WORKS:** The Supplementary Retirement Plan (SRP) would provide participating senior Certificated Non-Management employees with a monthly benefit provided

by a 75% incentive; paid into the plan over a five-year period. The program requires all employees to retire from the District on or before June 30, 2014.

To be eligible for the program, all employees must be:

- 1) Certificated Non-Management employees employed by the District as of November 12, 2013 (Date of Board Adoption);
- 2) Certificated Non-Management employees must be 55 years of age with 10 years of District service as of June 30, 2014

The following is the proposed implementation timeline:

- 1) Board adopts resolution to approve Plan (November 12, 2013);
- 2) Enrollment window opens (November 13, 2013);
- 3) Employee orientation meetings w/benefit Packets (Week of November 18, 2013);
- 5) Enrollment window closes (January 17, 2014);
- 6) District announces whether Supplementary Retirement Plan (SRP) goes forward (no later than January 29, 2014);
- 7) Employees resign from District employment (no later than June 30, 2014); and
- 8) Benefits commence (August 1, 2014).

**FINANCIAL IMPACT:** Based on the initial fiscal analysis, the PARS Breakeven Analysis shows the plan is projected to save the District approximately \$514,405.00 or more in 2014-2015 and approximately \$2.01 Million or more cumulative over 5 years. The ultimate savings or cost of the program will be determined based on the actual number of enrolled employees and the final assumptions used. A final analysis based on the actual enrolled employees will be presented to the District after the close of the enrollment window. A one-time fee of \$5,000.00 will apply, if the District cancels the plan due to insufficient participation.

**RATIONALE:** The District Administration believes that the PARS program may provide the District with a substantial savings and may work as a retirement incentive for the Certificated Non-Management employees.

**RECOMMENDATION:** Adopt Resolution 13-15 Authorizing the District to Enter into an Agreement with PARS to Design and Administrate a Supplementary Retirement Plan for Eligible Certificated Non-Management Employees Provided there is Sufficient Employee Participation.

**Prepared by:** Nancy Kettner, Director of Human Resources and Employee Relations





**TRACY UNIFIED SCHOOL DISTRICT  
RESOLUTION NO. 13-15  
AGREEMENT WITH THE PUBLIC EMPLOYEES RETIREMENT SERVICES (PARS)  
FOR SUPPLEMENTARY RETIREMENT PLAN**

**WHEREAS** it is determined to be in the best fiscal interest of the District and its employees to provide a retirement incentive offer to eligible Certificated Non-Management employees who wish to voluntarily exercise their option to separate from District Service;

**WHEREAS** there is no cash option available to employees in lieu of this retirement incentive offer;

**WHEREAS** Public Agency Retirement Services (PARS) has made available to the District a Supplementary Retirement Plan, a retirement incentive program supplementing STRS, and qualifying under the relevant sections of Section 403(b) of the Internal Revenue Code;

**WHEREAS** the District, pursuant to applicable policy and/or a collective bargaining agreement, desires to adopt the Supplementary Retirement Plan and to fund the incentive through nonelective employer, post-employment contributions to the PARS designated 403(b) provider.

**NOW THEREFORE, BE IT RESOLVED THAT:**

1. The Governing Board of Trustees of the District hereby adopts the PARS Supplementary Retirement Plan for Certificated Non-Management employees, as part of the District Retirement Program, effective November 12, 2013; and
2. In order for the District to reach stated fiscal goals, a minimum number of participants must enroll in the retirement incentive plan. If a minimum is not reached, the District may withdraw the retirement incentive. If the District withdraws the retirement incentive, resignations may be rescinded; and
3. The Board of Trustees of the District hereby appoints the Associate Superintendent of Business Services or his/her successor or his/her designee as the District's Plan Administrator; and

4. The District's PARS Plan Administrator is hereby authorized to execute the contracts, custodial agreement facilitating the payment of contributions to the 403(b) arrangement, and other legal documents related to a trust or the plan on behalf of the District and to take whatever additional actions are necessary to maintain the District's participation in the plan and to maintain compliance of any relevant regulations issued.

PASSED AND ADOPTED this 12<sup>th</sup> day of November, 2013 by the Board of Trustees of the Tracy Unified School District by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

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Greg Silva, 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.

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Gregg Crandall, Clerk  
Board of Trustees  
Tracy Unified School District

