

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

NOTICE
REGULAR MEETING OF THE GOVERNING BOARD
TRACY UNIFIED SCHOOL DISTRICT

DATE: TUESDAY, JANUARY 23, 2007

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

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

A G E N D A

1. Call to Order

2. Roll Call – Establish Quorum

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

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

3.1 Educational Services:

3.1.1 Findings of Facts: #FF06-07/86, 91, 92, 94, 98

3.1.2 Application for Reinstatement: #AR06-07/33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52

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

3.1.3 Application for Enrollment: #AFE06-07/3

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

3.1.4 Waiver of Expulsion: #WE06-07/10, 11

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

3.2 Human Resources:

3.2.1 Consider Public Employee/Employment/Discipline/Dismissal/Release

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

3.2.2 Public Employment (G.C. 54957)

- Dare Officer

3.2.3 Conference with Labor Negotiator

Agency Negotiator: Jamie Mousalimas,

Assistant Superintendent of Human Resources

Employee Organization: CSEA, TEA

4. Adjourn to Open Session

5. Call to Order and Pledge of Allegiance

6. Closed Session Issues:

6a Action on Findings of Fact #FF06-07/86, 91, 92, 94, 98

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

6b Report Out of Action Taken on Application for Reinstatement #AR06-07/33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51,52

Action: Vote: Yes ___; No ___; Absent___; Abstain ___

6c Application for Enrollment: #AFE06-07/3

Action: Vote: Yes ___; No ___; Absent___; Abstain ___

6d Report Out of Action Taken on Waiver of Expulsion: #WE06-07/

Action: Vote: Yes ___; No ___; Absent___; Abstain ___

7. Approve Regular Minutes of January 9, 2007.

1-6

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

8. Student Representative Reports: Tracy High: Megan Wingo; West High: Ryan Elwood; Duncan Russell: Milan Dixon; Middle School Reports: George Kelly: Kassandra Bargas, Subham Gupta, Joseph Koide, Haleigh Taylor, Sienna Dunakin, Anthony Aiello, Sierra Davis; North School: Michelle Olivarez, Kaitlin Bennett.

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

9.1 Recognize Retirees

9.2 Recognize the Outstanding Employees of the Winter Term for the 2006-07 School Year

9.3 Delta Island School Site Update on Achievements & Activities

9.4 Monte Vista School Site Update on Achievements & Activities

7

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

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

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

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

Pg. No.

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

11.1 Administrative & Business Services: None.

11.2 Educational Services:

- 11.2.1** Receive Report on AVID (Advancement Via Individualized Determination) Program and Congratulate and Recognize Williams Middle School for Being Named an AVID National Demonstration School for the 2006-2007 school year.

8

12. PUBLIC HEARING:

- 12.1** Receive Public Comments Regarding Negotiations with the Tracy Substitute Teachers Organization for the 2006-2007 School Year

9

- 13. Consent Items:** Actions proposed for consent are consistent with the approved practices of the district and are deemed routine in nature. Trustees receive board agenda background information in advance of scheduled meetings and are prepared to vote with knowledge on the consent items.

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

13.1 Administrative & Business Services:

- 13.1.1** Approve Revolving Cash Fund Reports for December, 2006 **10-13**
- 13.1.2** Approve Accounts Payable Warrants Reports for December, 2006 (Under Separate Cover) **14**
- 13.1.3** Approve Monthly Budget Adjustment Report **15-19**
- 13.1.4** Ratify Routine Expenditures and Notice of Completions Which Meet Criteria for Board Review and Approval **20-22**
- 13.1.5** Accept Donations **23-24**

13.2 Educational Services:

- 13.2.1** Approve Traveling Teacher Program from Modesto Junior College to Teach Science Lessons to 5th Graders at South School **25-27**
- 13.2.2** Approve Service Agreement for Tracy Mental Health Center to Provide Parenting Classes to Spanish Speaking Parents at South/West Park School **28-32**
- 13.2.3** Approve Overnight Travel to Anaheim, California , for the West High Senior Class to Attend Grad Night or Disneyland on May 17-18, 2007 **33**
- 13.2.4** Approve Service Agreement for Fantasy Theatre to Present Three Assemblies at Poet-Christian School on February 21, 2007 **34-40**
- 13.2.5** Approve "Red Panda Acrobats" Assembly at Art Freiler School on March 21, 2007 **41-49**
- 13.2.6** Approve Overnight Travel for Graduating Seniors to Attend West High School All Night Grad Cruise in 'San Francisco on June 2-3, 2007 **50**
- 13.2.7** Approve Contract with Katie Harney, Life First Training Center **51-53**

13.3 Human Resources:

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

54-56

57-58

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

14.1 Administrative & Business Services:

- 14.1.1** Authorize Staff to Enter into a Memorandum of Understanding (MOU) with the City of Tracy for a 25% Joint Use Partnership in the West High School Pool

59

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

- 14.1.2** Authorize Staff to Enter into an Agreement with Rainforth Grau Architects for Architectural Services Related to the West High School Theater Project

60

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

- 14.1.3** Adopt Resolution 06-21 Authorizing the Participation in California School Cash Reserve Program (TRANS)

61-92

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

- 14.1.4** Authorize the Director of Transportation to Bid and Award the Purchase of Three (3) Busses to Accommodate Transportation of Students Gained from Unification with Holt School District

93-94

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

14.2 Educational Services: None.**14.3 Human Resources:**

- 14.3.1** Approve Revised Job Descriptions for the Director of Curriculum and Student Services to the Director of Student Services and Curriculum

95-98

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

- 14.3.2** Acknowledge Receipt of the District's Initial Bargaining Proposal for Certificated Substitute Employees

99

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

- 14.3.3** Approve Salary Placement of the Director of Financial Services on the Management/Classified Salary Schedule From Range 35, 225 days, to Range 47, 225 days

100

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

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

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

17. Board Meeting Calendar:

- 17.1 February 13, 2007**
- 17.2 February 27, 2007**
- 17.3 March 13, 2007**
- 17.4 March 27, 2007**
- 17.5 April 24, 2007**

18. Upcoming Events:

- | | |
|-------------------------------|--|
| 18.1 January 31, 2007 | No School, Staff Dev. Day |
| 18.2 February 12, 2007 | No School, Lincoln's Birthday |
| 18.3 February 19, 2007 | No School, Presidents' Day |
| 18.4 March 8, 2007 | All District Drama & Dance Festival,
Tracy High, EB Theatre (7:00 p.m.) |
| 18.5 March 22, 2007 | All District Music Festival,
West High Gym (7:00 p.m.) |
| 18.6 March 31, 2007 | Teacher Job Fair |
| 18.7 April 6-9, 2007 | YRE Spring Break |
| 18.8 April 6-15, 2007 | Traditional Spring Break |

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, January 9, 2007**

- 5:30 PM:** President Crandall called the meeting to order and adjourned to closed session.
- Roll Call:** Board: G. Crandall J. Feller, T. Guzman, T. Hawkins, K. Lewis, B. Swenson, J. Vaughn.
Staff: J. Franco, J. Mousalimas, C. Goodall, S. Harrison, B. Etcheverry.
- 7:05 PM:** President Crandall called the Tracy Unified School District Board of Education to order and led those present in the Pledge of Allegiance.
- Closed Session:**
- 6a** Report Out of Action Taken on Conference with Legal Counsel – Agreement Regarding North School Expansion
Action: Accepted Mediator's Settlement. **Vote:** Yes-7; No-0.
 - 6b** Action on Findings of Fact #FF06-07/85, 88, 89, 90
Action: Lewis, Swenson. **Vote:** Yes-7; No-0.
 - 6c** Report Out of Action Taken on Application for Reinstatement #AR06-07/31, 32
Action: **Vote:** Yes-7; No-0.
 - 6d** Report Out of Action Taken on Waiver of Expulsion: #WE06-07/7, 8, 9
Action: **Vote:** Yes-7; No-0.
 - 6e** Report Out of Action Taken on Consider Leave of Absence Request for Classified Employee #UCL-90, Pursuant to Article XXIII
Action: Approved. **Vote:** Yes-7; No-0.
- Employees Present:** C. Minter, D. Wakefield, D. Cheeseman, R. Call, J. Wakefield, S. Prioste, B. Maslyar, T. Brown, L. Dopp, D. Contreras, C. Woo, S. Sievers, J. Juarez, R. Rios, K. Fistolera, N. Hopple, P. Errecart, N. Link
- Press:** Tracy Press: B. Brownne; Stockton Record: Z. Johnson
- Visitors Present:** Z. Johnston, J. Trinidad, A. Urquico, B. Prioste, T. Rines, A. Gutierrez, B. Hopple
- Minutes:** **Approve Regular Minutes of December 12, 2006.**
Action: Approved as Amended: Vaughn, Guzman. **Vote:** Yes-7; No-0.
Correction: Page 2, take out Kelly & Tom's names and replace with Joan and Bill. Minutes are public information and available for review in the

Superintendent's Office during regular business hours.

**Student
Representative
Reports:**

None.

**Recognition &
Presentation:**

Item 13.1.1 "Accept Donations" was moved up on the agenda. Plaques were presented to Zane Johnston of the City of Tracy for donating computers and to Tom Hawkins on behalf of the Tracy Breakfast Lions Club for donating \$20,088.08 to the Tracy High and West High Athletic Programs.

9.1 Recognize South West Park Teacher, Joan Juarez, for Being Selected as News 10 Teacher of the Month for December, 2006

The News 10 clip was shown. Assistant Superintendent of Educational Services, Dr. Sheila Harrison congratulated Ms. Juarez who has been teaching at West Park for 6 years. She sees her classroom as an extended family. Eight separate nominations were sent in and made an impression on the Judges. Dr. Franco presented her with a certificate.

9.2 Poet-Christian School Site Update on Achievements & Activities

Principal, Bill Maslyar presented a power point. They met all AYP targets. Their API went from 728 to 743. He also discussed staff development, STAR Testing, Data Teams, ELL Excel and Writing. Feb. 15, 16, and 17th will be their Dance production. Drama dates are May 17, 18th and will be performing Macbeth.

**Hearing of
Delegations**

Denise Cheeseman is the newly elected President of CSEA, Chapter 98. She is here to introduce herself. She has been on the Board for 5 years and on the negotiating team for 2 years. She would like to encourage a yes on the vote on their master agreement.

**Information &
Discussion Items:**

11.1 Administrative & Business Services

11.1.1 Accept Report on 2007-08 Projected Enrollment for Regular Education

Associated Superintendent of Business Services, Dr. Casey Goodall, presented power point and reviewed the enrollment projections.

11.1.2 Receive Status Report on Revised Budget for West High School Pool, Stadium and Theater Projects

Director of Facilities, Denise Wakefield, presented a power point which reviewed new costs estimates. The original amounts were

presented in August and made some assumptions.

Trustee Crandall stated that the sources of extra funding will not be out of the bond money. This will also be presented to the oversight committee and to the City at their next meeting. Trustee Lewis reported that the Parks & Rec Department did support this and recommends it to go to city council.

11.2 Educational Services:

11.2.1 Receive Report on Supplemental Educational Services (SES) Requirements and Providers

Assistant Superintendent of Educational Services, Dr. Sheila Harrison, presented a power point along with Director of Alternative Programs, Linda Dopp. It reviewed NCLB requirements.

Public Hearing: None.

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

Except item 13.1.3 which was voted on separately

13.1 Administrative & Business Services:

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

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

13.1.3 Accept Donations

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

This item was moved up on the agenda.

13.1.4 Approve Budget Development Calendar for 2007-08 Budget Year

13.2 Educational Services:

13.2.1 Ratify Contract with Therapeutic Pathways, Inc. for Consultation Services

13.2.2 Ratify Contract with Therapeutic Pathways, Inc.

13.3.3 Ratify Master Contract and Individual Services Agreement with Keystone Carmichael, NPS

13.2.4 Approve Out of State Travel to Albuquerque, New Mexico for Rebecca Frame, Bill Hopman, Mike Woodward and Bruce Sawyer to Attend the National Service Learning Conference on March 28, 2007

13.2.5 Approve Out of State Travel (Redmond, Washington) for Cindy Minter to Attend Microsoft's US Public Sector CIO Summit February 27-March 1

13.2.6 Approve Special Services Contract with Horizon International, LLC to Conduct an Assembly on Teen Truth Bully Prevention on January 17, 2007

13.2.7 Approve Overnight Travel for Kirk Brown to Attend the IB Teacher Training Workshop at Rice University, Houston, Texas, From

Thursday, March 8 Through Sunday, March 11, 2007

- 13.2.8** Approve Agreement for Special Contract Services with Celemonde! To Facilitate A Towards Equity Seminar at the Beginning Teacher Support and Assessment Induction Program Support Provider/Participating Teacher Meeting on March 15, 2007
- 13.2.9** Ratify the Agreement for Special Contract Services with the San Joaquin County Office of Education/External Technical Assistance Team, and Tracy Unified School District for the Purpose of Serving as the External Entity in the Review, Writing and Monitoring of the TUSD LEA Plan Addendum
- 13.2.10** Approve Service Agreement for Go the Distance Productions to Present Three Assemblies on January 17, 2007 at Poet-Christian School

13.3 Human Resources:

- 13.3.1** Approve Classified, Certificated and/or Management Employment
- 13.3.2** Accept Resignations/Retirements/Leaves of Absence for Classified, Certificated, and/or Management Employment
- 13.3.3** Ratify Hiring of Two Consultants from CSEA to Provide Staff Development Training Opportunities for Classified Employees on September 22, 2006
- 13.3.4** Ratify Agreement for Special Contract Services for Assistant Pep Squad Coach Melanie Doyle for the 2006-07 Season

Action Items:

14.1 Administrative & Business Services:

- 14.1.1** Accept the 2005-06 Independent Annual Financial Audit
Action: Hawkins, Swenson. **Vote:** Yes-7; No-0.
- 14.1.2** Award Bid to Southern Bleacher Construction Company, Inc., for New Stadium and Pool Spectator Seating for West High School
Action: Guzman, Lewis. **Vote:** Yes-7 No-0.

14.2. Educational Services:

- 14.2.1** Approve High Priority Schools Grant (HPSGP) Application for Central School
Action: Lewis, Feller. **Vote:** Yes-7; No-0.

14.3 Human Resources:

- 14.3.1** Adopt New/Revised Board Policies and Acknowledge New/Revised Administrative Regulations with Minor or No Changes to be Compliant with CSBA Guidelines – 2nd Reading, Intent to Adopt
Action: Feller, Vaughn. **Vote:** Yes-7; No-0.
- 14.3.2** Approve Revised Job Description for Special Education Accounts Secretary
Action: Guzman, Lewis. **Vote:** Yes-7; No-0.
- 14.3.3** Acknowledge Receipt of Tracy Substitute Teachers Organization Sunshine Proposal for the 2006-2007 School Year

Action: Swenson, Hawkins. **Vote:** Yes-7; No-0.

14.3.4 Approve the Tentative Agreement Between California School Employees Association (CSEA) and Tracy Unified School District

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

This item was moved up on the agenda.

Board Reports:

Trustee Guzman attended the Williams Middle School Choir Concert. It was a great program. He also attended the AP awards presentation and there was a very good turnout. Trustee Lewis attended the Parks and Rec meeting. Everyone except one was in support of the pool. There is no guarantee that the water park will come through in the near future. Trustee Feller attended the committee meeting on soft pellet guns. She also attended the facilities committee meeting last week and reviewed the status of all projects. Today, she attended the budget committee meeting and reviewed the audit findings. Congratulations to Jessica on her engagement. Trustee Swenson attended the Tracy Learning Center meeting. Their financial situation is getting straightened out. Casey, Reed and staff did an outstanding job of bringing in a good audit. At the CSBA conference, he attended the CIF class about the policies regarding high school sports. CIF also sent him a power point presentation. Trustee Hawkins reported that the basketball tournament was a success and it was important that Jim came in and helped out in announcing the games. There were 16 teams that got to play in four games each. The experience helps them as the following week league starts. Tokay won the last game against El Camino v. Today was 60-61 and very exciting. He attended a few meetings this morning and he appreciates all of Casey's hard work. Trustee Vaughn reminded everyone that on Monday TUSD and TAAA will be sponsoring the MLK breakfast. There was a good turnout last year. It's not just a black holiday it is an American holiday. He also thanked the Tracy Lions Clubs and City of Tracy for their donations to the school district. He attended the facilities meeting last Friday. He is glad to hear that all projects will be completed. He thanked Denise for her hard work. MLK Breakfast begins at 8:00 a.m. at the Tracy Community Center. The keynote speaker is Evelyn Tolbert and the tickets can be purchased at the door. Trustee Crandall wished everyone a happy new year. He attended the West High football banquet and the Tracy v. West basketball game – both sides were polite and cordial. The City Council meeting is next week. CSBA forecast is next week. The theater interviews will be held tomorrow at 4:00 p.m. Congratulations to the CSEA and their approved contract. There will be a crab feed for the West High School Baseball program on January 20th.

**Superintendent
Report:**

Dr. Franco reported that we have a new face at West High School. Cami is the SRO officer replacing Dave McClanahan. This Saturday at 7:00 p.m. in the Atherton Theater the honors choir and band will perform and Tracy and West High will have several students participating. Cindy checked into the paperless agenda. We are also looking at an emergency call system which would take less than 10 minutes to call all parents in the district. This Thursday, the State Board will hear a waiver request from the county office

to waive the election for Holt's unification with the TUSD. Linda Dopp is chair of the calendar committee and will get feedback on various concepts.

8:56 PM
Adjournment.

Tom Hawkins, Clerk

Date



HUMAN RESOURCES MEMORANDUM

TO: James Franco, Superintendent

FROM: James Mousalimas, Assistant Superintendent

DATE: January 11, 2007

SUBJECT: Recognize the Outstanding Employees of the Winter Term for the 2006-07 School Year

BACKGROUND:

Three times each school year, nominations for outstanding employees are solicited from staff. A selection committee composed of one administrator, one classified/confidential representative, two certificated representatives and three classified representatives review the nominations and make the selections. This is the 23rd year the District has been recognizing outstanding employees.

RATIONALE:

The employees, who are recognized by the School Board, have their picture displayed in the District Education Center and are recognized 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 Strategic Goal #7-Educational Leadership.

FUNDING: N/A

RECOMMENDATION:

Recognize Sunday Borges (K-5), Maria Vogel (6-8), and Doneishia Ligon (9-12) as Outstanding Classified employees; Marietta McLellan (K-5), Randy McMillan (6-8), and Charles Lunetta (9-12) as Outstanding Certificated employees; and Eric Kimball as Outstanding Certificated Management employee for the Winter Term of the 2006-07 school year.

Prepared by: James Mousalimas, Assistant Superintendent for Human Resources



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: ~~AA~~ Dr. Sheila Harrison, Assistant Superintendent of Educational Services
DATE: January 12, 2007
SUBJECT: Receive Report on AVID (Advancement via Individualized Determination) Program

Background: AVID (Advancement via Individualized Determination) is a program that was created in 1980 designed to help average students perform at above-average achievement. AVID objectives are to provide academic instruction and other support to students that prepare them for eligibility to four-year colleges and universities, to give students college level entry skills, to motivate students to seek a college education and to increase students' awareness of careers. In Tracy, AVID started in 2003 with the first graduating class of 47 students in 2006. Currently, AVID classes are at Poet-Christian, Monte Vista, Williams, Tracy High and West High. AVID study skills are taught at Kelly, North and Freiler. Williams Middle School has been recognized as a National Demonstration school.

Rationale: AVID is designed for students who have appropriate behavior, a grade point average between 2.0 and 3.0, good attendance, good work habits and a willingness to commit to a rigorous academic schedule as identified by test scores and teacher input. Potential AVID students are interviewed. Selected candidates and their parents are asked to sign a contract committing to the program. AVID is a voluntary elective class in which skills such as Cornell note taking and Socratic Seminar are taught. This agenda item supports Strategic Goal #1-Provide a Relevant and Meaningful Curriculum and Strategic Goal #4-Develop Responsible Individuals.

Funding: N/A

Recommendation: Receive Report on AVID (Advancement via Individualized Determination) Program.

Prepared by: Rebecca Frame, Director of Student Services and Curriculum



HUMAN RESOURCES MEMORANDUM

TO: Dr. James Franco, Ed.D.
FROM: James Mousalimas, Assistant Superintendent
DATE: January 12, 2006
SUBJECT: Receive Public Comments Regarding Negotiations with the Tracy Substitute Teachers Organization for the 2006-2007 School Year

Background: The contract between the Tracy Substitute Teachers Organization (TSTO) and the Tracy Unified School District expired on June 30, 2002. The TSTO has made public their proposal for 2006-2007. This item is intended to provide an opportunity for the public to comment as provided in Government Code 3547 regarding negotiations.

This agenda item meets Strategic Goal #7 – Educational Leadership

Recommendation: Receive Public Comments Regarding Negotiations with the Tracy Substitute Teachers Organization for the 2006-2007 School Year

Prepared by: James Mousalimas, Assistant Superintendent



BUSINESS SERVICES MEMORANDUM

To: Dr. James Franco, Superintendent

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

Date: January 3, 2007

Subject: Approve Revolving Cash Fund Reports (December, 2006)

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 (December, 2006).

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

Tracy Unified School District
REVOLVING CASH FUND
December 2006

Date	Num	Name	Memo	Paid Amount
12/1/2006	7860	C.E.E.A.	OAKLEY/ DEC 5/ OAKLEY 12/05/06	
			01-7090-0-1110-1000-5200-700-6504	-185.00
TOTAL				-185.00
12/1/2006	7861	C.E.E.A.	LOPEZ/DEC 5/CONF	
			01-7090-0-1110-1000-5200-700-6504	-185.00
TOTAL				-185.00
12/4/2006	7862	LARRY PAYAN	PAYROLL	
			01-0000-0-1110-8200-2200-179-8999	-500.00
			01-0000-0-1110-8200-2200-809-8999	-500.00
TOTAL				-1,000.00
12/4/2006	7863	LARRY PAYAN	PAYROLL	
			01-0000-0-1110-8200-2200-179-8999	-328.62
			01-0000-0-1110-8200-2200-809-8999	-328.63
TOTAL				-657.25
12/7/2006	7864	NANCY VENNER	PAYROLL	
			01-0000-0-1950-1000-1104-806-1396	-508.12
TOTAL				-508.12
12/7/2006	7865	OLD WORLD TRAVEL	WOO/MARCH 17/AIR FARE	
			01-3175-0-1110-1000-5200-800-2744	-283.60
TOTAL				-283.60
12/7/2006	7866	OLD WORLD TRAVEL	HARRISON/MAR 17/AIR FARE	
			01-3175-0-1110-1000-5200-800-2744	-223.60
			LINDA DOPP	-223.60
			JANICE BUSSEY	-223.60
			DONNA SONNENBURG	-223.60
TOTAL				-894.40
12/8/2006	7867	KATHERINE GALEA	PAYROLL	
			01-0000-0-1950-1000-1104-806-1396	-981.49
TOTAL				-981.49
12/8/2006	7868	NANCY VENNER	PAYROLL	
			01-0000-0-1950-1000-1104-806-1396	-508.12
TOTAL				-508.12

Tracy Unified School District
REVOLVING CASH FUND
December 2006

Date	Num	Name	Memo	Paid Amount
12/8/2006	7869	DEBORAH SPENCER	PAYROLL	
			01-0000-0-1131-4200-2100-706-6742	-1,000.00
TOTAL				-1,000.00
12/13/2006	7870	MICHELLE FINNEGAN	PAYROLL	
			01-0000-0-1950-1000-1104-806-1396	-570.46
TOTAL				-570.46
12/13/2006	7871	MONICA HILL	PAYROLL	
			01-0000-0-1950-1000-1104-806-1396	-454.44
TOTAL				-454.44
12/18/2006	7872	DENA EVERETT	PAYROLL	
			01-0000-0-1110-8300-2200-806-9031	-693.20
TOTAL				-693.20
12/18/2006	7873	OLD WORLD TRAVEL	FRACOLLI/MAR 17/AIR FARE	
			01-3175-0-1110-1000-5200-800-2744	-263.60
			NEYLAN	-263.60
			O'HARA-JONES	-263.60
TOTAL				-790.80
12/18/2006	7874	OLD WORLD TRAVEL	MEDINA/MAR 17/ AIR FARE	
			01-3175-0-1110-1000-5200-800-2744	-263.60
			JOHNSON	-263.60
TOTAL				-527.20
12/18/2006	7875	POINT BONITA YMCA CONFERENCE ...	SORGENT/JAN 13/ROOM	
			01-7286-0-1110-1000-5200-600-6216	-565.00
TOTAL				-565.00
12/19/2006	7876	WEST VALLEY MALL	RETIREE CERTIFICATE	
			01-0000-0-0000-7400-4300-800-8001	-102.00
TOTAL				-102.00
12/19/2006	7877	C.C.T.C.	CREDENTIAL FEE	
			01-0000-0-0000-7400-5800-800-8001	-55.00
TOTAL				-55.00
12/21/2006	7878	C.A.E.E.	MEMBERSHIP	
			01-0000-0-0000-7400-5300-800-8002	-50.00
TOTAL				-50.00

Tracy Unified School District
REVOLVING CASH FUND
December 2006

<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Memo</u>	<u>Paid Amount</u>
12/21/2006	7879	C.A.E.E.	REGISTRATION	
			01-0000-0-0000-7400-5811-800-8002	-150.00
TOTAL				-150.00



BUSINESS SERVICES MEMORANDUM

To: Dr. James Franco, Superintendent

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

Date: January 3, 2007

Subject: Approve Accounts Payable Warrants (December, 2006)

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 (December, 2006).

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



BUSINESS SERVICES MEMORANDUM

TO: Dr. James Franco, Superintendent

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

DATE: January 5, 2006

SUBJECT: Approve Monthly Budget Adjustment Report

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

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

FUNDING: N/A

RECOMMENDATION: Approve Monthly Budget Adjustment Report

FOR270
DECEMBER BUDGET ADJ REPORT

SAN JOAQUIN COUNTY OFFICE OF EDUCATION
BUDGET ADJUSTMENT REPORT
FROM DATE 12/01/2006 TO DATE 12/31/2006

#J7405

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75 Tracy Jt. Unified School Dist.		Restricted and Unrestricted		FISCAL YR: 07	
APPROVED		07/24/2006		12/01/2006	
FUND	OBJECT	DESCRIPTION	ADOPTED BUDGET	REVISED BUDGET	BUDGET ADJUSTMENTS
01					
1100		TEACHERS' SALARIES	48,825,790.00	48,314,505.00	61,891.25
1200		CERT PUPIL SUPPORT SALARIES	2,283,590.00	2,298,996.00	.00
1300		CERT SUPRVRSRS' & ADMINS' SAL	4,368,840.00	4,321,116.00	.00
1900		OTHER CERTIFICATED SALARIES	998,932.00	1,223,540.00	381.00
2100		INSTRUCTIONAL AIDES' SALARIES	3,415,573.00	3,693,338.00	-3,471.00
2200		CLASSIFIED SUPPORT SALARIES	6,293,838.00	6,465,609.45	-21,451.28
2300		CLASS SUPRVRSRS' & ADMINS' SAL	1,241,344.00	1,342,029.00	.00
2400		CLERICAL & OFFICE SALARIES	4,204,793.00	4,266,717.38	6,058.52
2900		OTHER CLASSIFIED SALARIES	4,562,527.00	4,483,884.00	3,228.00
3101		STRS ON 1000 SALARIES	4,652,965.00	4,683,070.00	4,689.74
3102		STRS ON 2000 SALARIES	6,863.00	7,226.00	.00
3201		PERS ON 1000 SALARIES	17,187.00	45,296.00	39.00
3202		PERS ON 2000 SALARIES	1,340,731.00	1,393,652.00	-524.00
3311		OASDI ON 1000 SALARIES	29,357.00	44,857.00	48.00
3312		OASDI ON 2000 SALARIES	843,372.00	877,444.00	-2,468.00
3321		FICA-MED ON 1000 SALARIES	712,788.00	708,796.00	816.69
3322		FICA-MED ON 2000 SALARIES	209,238.00	217,946.40	-184.00
3331		ALTER. RETIREMENT ON 1000 SAL	.00	3,086.00	317.00
3332		ALTER. RETIREMENT ON 2000 SAL	31,742.00	41,270.70	549.00
3411		HEALTH & WELFARE ON 1000 SAL	7,675,311.00	7,682,831.00	.00
3412		HEALTH & WELFARE ON 2000 SAL	3,030,281.00	3,197,943.00	1,553.00
3501		STATE UNEMPLOY ON 1000 SALARY	28,246.00	27,913.00	35.62
3502		STATE UNEMPLOY ON 2000 SALARY	7,839.00	8,234.90	21.00
3601		WORKER'S COMP INS ON 1000 SAL	1,524,713.00	1,512,407.00	1,681.49
3602		WORKER'S COMP INS ON 2000 SAL	422,611.00	438,015.00	-495.00
3711		H & W CURRENT RETIREES ON 1000	609,198.00	733,551.00	.00
3712		H & W CURRENT RETIREES ON 2000	381,449.00	538,972.00	.00
3801		PERS REDUCTION ON 1000 SALARY	7,339.00	10,552.00	.00
3802		PERS REDUCTION ON 2000 SALARY	438,373.00	419,689.00	-400.00
3911		TAXABLE FRINGE BEN ON 1000 SAL	6,000.00	6,000.00	.00
3912		TAXABLE FRINGE BEN ON 2000 SAL	4,000.00	6,460.00	.00
3999		BENEFIT PAYROLL ERRORS	.00	.00	.00
4100		TEXTBOOKS	1,001,556.00	1,088,893.00	375.00
4200		BOOKS OTHER THAN TEXTBOOKS	168,862.00	294,737.00	9,248.00
4300		MATERIALS & SUPPLIES	5,669,002.00	9,916,656.91	1,307,308.08
4400		NON-CAPITALIZED EQUIPMENT	426,879.00	1,479,148.00	26,534.00
5200		TRAVEL & CONFERENCES	202,162.00	321,543.00	13,069.21
5300		DUES & MEMBERSHIPS	32,293.00	50,766.00	1,555.00
5400		INSURANCE	459,109.00	499,109.00	.00
5500		OPERATIONS & HOUSEKEEPING SVC	2,479,568.00	2,494,660.08	3,321.04
5600		RENTS, LEASES, REPAIRS, IMPRVNMTS	717,635.00	855,431.00	-23,931.00
5710		DIR COSTS FOR INTRPRG SERVICES	.00	.00	.00
5750		DIR COSTS FOR INTERFUND SVCS	3,025,225.00	4,167.00	4,843.00
5800		OTHER SVCS & OPER EXPENDITURES	598,062.00	4,048,165.00	198,638.00
5900		INTERGOVERNMENTAL FEES	36,000.00	608,704.00	16,554.00
6170		LAND IMPROVEMENTS	1,518,371.00	862,706.00	215,153.00
6200		BLDG & IMPROVEMENT OF BLDGS	118,000.00	367,814.00	25,564.00
6400		EQUIPMENT	2,500.00	2,500.00	.00
6500		EQUIPMENT REPLACEMENT	2,500.00	2,500.00	.00

FCR270
DECEMBER BUDGET ADJ REPORT

SAN JOAQUIN COUNTY OFFICE OF EDUCATION
BUDGET ADJUSTMENT REPORT
FROM DATE 12/01/2006 TO DATE 12/31/2006

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75 Tracy Jt. Unified School Dist.		Restricted and Unrestricted		FISCAL YR: 07	
=====		=====		=====	
FUND	APPROVED	07/24/2006	12/01/2006	BUDGET	12/31/2006
OBJECT	DESCRIPTION	ADOPTED BUDGET	REVISED BUDGET	ADJUSTMENTS	REVISED BUDGET
=====		=====		=====	
01	STATE SPECIAL SCHOOLS	40,000.00	40,000.00	.00	40,000.00
7130	TUITION, EXCESS COSTS TO COE	303,609.00	303,609.00	.00	303,609.00
7142	TRANS TO CHARTERS IN LIEU PROP	977,617.00	1,007,017.00	.00	1,007,017.00
7280	TRANSFERS OF INDIRECT COSTS	-200,724.00	-200,724.00	.00	-200,724.00
7310	TRANS OF INDIRECT - INTERFUND	-59,500.00	17,561.00	.00	17,561.00
7350	TRANSFERS OF DIR SUPP-INTERFUND	17,561.00	132,726.00	.00	132,726.00
7380	DEBT SERVICE - INTEREST	90,777.00	28,700.00	.00	28,700.00
7438	DEBT SERVICE - PRINCIPAL	28,700.00	472,051.00	.00	472,051.00
7439	BETWEEN GEN FND & SP RSERVE FND	.00	677,116.00	.00	677,116.00
7612	ST SCH BLD FND OTH FND OF DIST	561,716.00	59,292.00	.00	59,292.00
7613	FROM GEN/SPC/BLDG TO DEF MAINT	59,292.00	120,531,443.82	.00	122,380,991.18
7615	OTHER AUTH INTRFND TRANSFRS OUT	112,343,102.00		1,849,547.36	
7619					
TOTAL EXPENSE					

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75 Tracy Ut. Unified School Dist.

Restricted and Unrestricted

FISCAL YR: 07

FUND	OBJECT	DESCRIPTION	ADOPTED BUDGET	REVISED BUDGET	BUDGET ADJUSTMENTS	REVISED BUDGET
01	8011	REVENUE LIMIT ST AID-CURR YEAR	65,397,936.00	65,203,723.00	.00	65,203,723.00
	8019	REVENUE LIMIT ST AID-PRIOR YRS	.00	.00	.00	.00
	8021	HOMES OWNERS EXEMPTION	129,463.00	129,463.00	.00	129,463.00
	8040	COUNTY & DISTRICT TAXES	19,744,207.00	19,987,567.00	.00	19,987,567.00
	8042	UNSECURED ROLL TAXES	658,702.00	658,702.00	.00	658,702.00
	8043	PRIOR YEARS' TAXES	59,656.00	59,656.00	.00	59,656.00
	8044	SUPPLEMENTAL TAXES	134,169.00	134,169.00	.00	134,169.00
	8045	ED REVENUE AUGMENT FUND (ERAF)	6,641,534.00	6,641,534.00	.00	6,641,534.00
	8091	REVENUE LIMIT TRANSFERS	1.00	1.00	-1.00	.00
	8092	PERS REDUCTION TRANSFER	463,803.00	442,117.00	.00	442,117.00
	8181	SP-ED-ENTITLEMENT	2,051,302.00	2,051,302.00	.00	2,051,302.00
	8182	SP-ED-DISCRETIONARY GRANTS	255,850.00	255,850.00	.00	255,850.00
	8290	ALL OTHER FEDERAL REVENUES	1,678,512.00	2,130,325.00	11,779.00	2,142,104.00
	8311	OTH ST APPORTIONMENTS-CURR YR	1,569,968.00	1,826,214.00	247,308.00	2,073,522.00
	8434	CLASS SIZE REDUCTION K-3	3,121,206.00	3,121,206.00	.00	3,121,206.00
	8550	MANDATED COST REIMBURSEMENTS	.00	603,053.00	.00	603,053.00
	8560	STATE LOTTERY REVENUE	2,172,388.00	2,201,060.00	.00	2,201,060.00
	8590	ALL OTHER STATE REVENUES	4,372,863.00	5,248,136.00	.00	5,829,768.00
	8660	INTEREST	500,000.00	600,000.00	.00	600,000.00
	8675	TRANSPORTATION FEES FROM INDIV	55,000.00	55,000.00	.00	55,000.00
	8677	INTERAGENCY SVCS BETWEEN LEA'S	1,104,516.00	1,129,481.00	.00	1,135,116.00
	8689	ALL OTHER LOCAL REVENUES	28,700.00	28,700.00	.00	28,700.00
	8699	TRANS OF APPORTION FROM CO OFF	1,635,073.00	1,956,854.82	277,563.36	2,234,418.18
	8792	OTH AUTH INTERFUND TRANS IN	3,464,525.00	3,464,856.00	.00	3,464,856.00
	8919	PROCEEDS FROM CAPITAL LEASES	523,000.00	386,150.00	.00	386,150.00
	8972	CONTRIBUTE FROM UNSTRUCTD REV	.00	183,022.00	.00	183,022.00
	8980	CONTRIBUT/TRANS FRM RSTR/UNREST	.00	.00	.00	.00
	8990		.00	.00	.00	.00
		TOTAL REVENUE	115,762,374.00	118,498,141.82	1,123,916.36	119,622,058.18

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75 Tracy Jt. Unified School Dist.

Restricted and Unrestricted

FISCAL YR: 07

FUND	OBJECT	DESCRIPTION	BEGINNING BALANCE	REVISED BALANCE 12/01/2006	ADJUSTMENTS	REVISED BALANCE 12/31/2006
01	9770	DESIGNATED FOR ECON UNCERTAIN	-3,328,815.00	-3,328,815.00	.00	-3,328,815.00
	9780	OTHER DESIGNATIONS	.00	.00	.00	.00
	9790	UNDESIGNATED/UNAPPROPRIATED	-9,645,799.35	-4,193,225.35	725,631.00	-3,467,594.35
	9791	BEGINNING BALANCE	-9,791,342.35	-9,791,342.35	.00	-9,791,342.35
	9793	AUDIT ADJUSTMENTS	.00	.00	.00	.00
	9795	OTHER RESTATEMENTS	.00	.00	.00	.00
	9798	BUDGET FUND BALANCE OFFSET	13,210,614.35	7,758,040.35	-725,631.00	7,032,409.35
	9799	K12 NET GAIN OR LOSS	.00	2,033,302.00	725,631.00	2,758,933.00



BUSINESS SERVICES MEMORANDUM

To: James Franco, Superintendent
From: *Casey* Casey Goodall, Associate Superintendent for Business
Date: January 12, 2007

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

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

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

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

This agenda item meets Strategic Goal #8 – Provide Modern and Safe Facilities

FUNDING: Per attached summary of requisitions.

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

Prepared by: Casey Goodall, Associate Superintendent of Business Services

BUSINESS SERVICES
FACILITIES DEVELOPMENT DEPARTMENT
SUMMARY OF SERVICES

-
- A. Vendor: Midnight Sun Construction Company
Site: Tracy High School – Relocatable Classroom
Item: Agreement - Ratify
Services: Inspection services for one relocatable classroom being placed.
Cost: \$1,750.00
Project Funding: Developer Fees
-
- B. Vendor: Wilson Architecture
Site: North School – Library Remodel
Item: Agreement - Ratify
Services: Architectural services to renovate the old multi-purpose and kitchen building into a library facility.
Cost: \$5,200.00
Project Funding: Redevelopment
-
- C. Vendor: Amtech Roofing Consultants
Site: Various School Sites
Item: Agreement - Ratify
Services: Consultant to investigate the roofs of 20 campuses and provide a roof plan and report.
Cost: \$41,600.00
Project Funding: Deferred Maintenance
-
- D. Vendor: Gowan Construction Company
Site: TLC (Clover)
Item: Proposal
Services: Additional services to install a closure between two state relocatable buildings to make one classroom.
Cost: \$2,254.00
Project Funding: Developer/State School Building Fund (SSBF)
-
- E. Vendor: G & G Builders, Inc.
Site: North School – San Joaquin First 5 Daycare
Item: Change Order #1
Services: Modification to irrigation to improve turf coverage and save water; removed concrete along existing concrete sidewalk and deduct for reduced electrical scope.
Cost: \$3,324.00
Project Funding: Unrestricted Facilities Fund/Reimbursement from First 5 of San Joaquin
-

F. Vendor: Gowan Construction Company
Site: Stein School/TARP – Kitchen Remodel
Item: Change Order #1
Services: Modified various electrical items, changed sink to double compartment, install garbage disposal and add receptacles; provide credit for metal railing not needed.
Cost: \$4,524.00
Project Funding: Adult School

G. Vendor: G & G Builders, Inc.
Site: North School – San Joaquin First 5 Daycare
Item: Notice of Completion
Services: Contractor provided site work, landscape/irrigation and installed owner furnished playground structure.
Original Contract: \$94,255.00 Change Order: \$3,324.00 Total Amount: \$97,579.00
Completion Date: January 19, 2007
Project Funding: Unrestricted Facilities Fund/Reimbursement from First 5 of San Joaquin

H. Vendor: Gowan Construction Company
Site: Stein School/TARP – Kitchen Remodel
Item: Notice of Completion
Services: Contractor remodeled portable classroom to include a kitchen which included electrical, carpentry and plumbing.
Original Contract: \$70,687.00 Change Order: \$4,524.00 Total Amount: \$75,211.00
Completion Date: January 5, 2007
Project Funding: Adult School

I. Vendor: Gowan Construction Company
Site: TLC (Clover) – Sink Installation
Item: Notice of Completion
Services: Contractor installed two sinks in recently placed state relocatable classrooms.
Original Contract: \$21,823.00 Change Order: \$0.00 Total Amount: \$21,823.00
Completion Date: January 5, 2007
Project Funding: Developer/SSBF



BUSINESS SERVICES MEMORANDUM

TO: James C. Franco, Superintendent
FROM: Casey Goodall, Associate Superintendent for Business
DATE: January 16, 2007
SUBJECT: Accept Donations

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

1. Tracy Unified School District/Monte Vista Middle School: From: CV Theraputics, Attn: Lauia Telsky, 3172 Porter Drive, Palo Alto, CA 94304. Donation: (5) Dell Dimension Desktops and (4) Amax Desktops. As reviewed and recommendations from the TUSD ISET department, these desktop computers are to be used as replacement parts only to the existing District owned computers. The estimated total value of these computers: \$1,150.00.
2. Tracy Unified School District/Monte Vista Middle School: From: ASB Music Club of Monte Vista Middle School; c/o MVMS, 751 West Lowell Avenue, Tracy, CA 95376. Donation: (1) Korg 888 Digital Recording Studio. This item was purchased by the ASB Music Club of MVMS and donated to replace equipment stolen from the site/classroom. The value of the equipment: \$748.86.

The entire students and staff of the Tracy Unified School District, Monte Vista Middle School, would like to thank the various donors mentioned above. The supplies, equipment, and funds donated are greatly appreciated and will enhance the educational quality and learning environment for all students.

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/re-cycling. All items accepted by the Board of Trustees of the Tracy Unified School District are directed to the District's warehouse through the Materials Management Department for inclusion on the inventory list, marking for distribution and identification prior to site or department use or placement. All items needing inspection prior to installation or use are scheduled through the Materials Management and Operations and/or the Facilities Development Departments and budgeted accordingly. All technology items are reviewed and approved by the Director of Information Services and Educational Technology, prior to Board presentation.

RECOMMENDATION: Accept donations.

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



TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

To: Dr. Jim Franco, Superintendent
From: ~~Dr. Jim Franco~~ Dr. Sheila Harrison, Assistant Superintendent of Educational Services
Date: January 9, 2007
Re: Approve Traveling Teacher Program from Modesto Junior College to Teach Science Lessons to 5th Graders at South School

BACKGROUND: The Great Valley Museum of Modesto Junior College offers a traveling teacher program to California students. The science lessons that they will be teaching to South students are *Electricity, Make the Lights Go On* and *Rocks & Minerals*. Both workshops are 60 minute sessions that include hands on activities where students will conduct investigation on 4th & 5th grade science standards. Topics discussed include wires, batteries, bulbs, magnetic field, conductivity, circuits, the formation of rocks, and the differences between igneous, metamorphic, and sedimentary rocks.

RATIONALE: The California Standardized test assesses 5th grade students on both 4th and 5th grade science standards. The lessons provided by Great Valley Museum will help prepare 5th graders for the state test by providing a review of 4th grade science curriculum. This is in addition to the regular lessons taught by the classroom teachers on a weekly basis to educate our students on 5th grade science standards. Also, the 5th grade team at South/West Park has made the decision to invite outside guests to our school site in lieu of the regular school field trip as funding for field trips is limited. Our 5th grade team has searched for other ways of providing our students with valuable learning experiences from outside our community. Traveling teacher programs are one cost effective solution to enhancing our students' science education. This supports Strategic Goal #2, Quality Learning Environment.

FUNDING: Funding not to exceed \$1,290.00. Funded by Block Grant 2.4b.

RECOMMENDATION: Approve Traveling Teacher Program from Modesto Junior College to teach science lessons to 5th graders at South School

Prepared by: Stephanie Prioste, South School Principal

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 Great Valley Museum of Natural History at Modesto Junior College, 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: Teach the following workshops in approximately 60 minute sessions to seven 5th grade classes over the course of 4 days: Rocks & Minerals and Electricity, Make the Lights Go On.
2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of **14 HOURS** under the terms of this agreement at the following location: South/West Park Elementary: 500 W. Mt. Diablo, Tracy, CA.
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
 - a. District shall pay \$~~5290~~ per HOUR/DAY/FLAT RATE (circle one), not to exceed a total of \$1290. 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 \$ n/a for the term of this agreement.
 - c. District shall make payment on a [] **MONTHLY PROGRESS BASIS**, [**x**] **SINGLE PAYMENT UPON COMPLETION OF THE DUTIES** and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.
4. The terms of the agreement shall commence on January 29, 2007, and shall terminate on February 3, 2007.
5. This agreement may be terminated at any time during the term by either party upon 1 day's written notice.
6. Contractor shall contact the District's designee, Cindy Womack at (209) 831-5214 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.
7. The parties intend that an independent contractor relationship be created by this contract and District assumes no responsibility for workers' compensation liability. District likewise assumes no responsibility for liability for loss, damage, or injury to person(s) or property resulting from, or caused by, the contractor's activities during or relating to the performance of service under this Agreement.

Agreement for Special Contract Services - Page 2

Contractor agrees to hold harmless and to indemnify District for:

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

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

AGREED:

Tracy Unified School District
 Consultant Signature (1) 77-0085880

[Redacted]
 Social Security Number (2) (TAX ID)

1-10-07
 Date

Great Valley Museum, Modesto
Junior College
1100 Standard Ave.
 Address

Modesto, CA 95350-5818

Tracy Unified School District

1-10-07
 Date

Title

01-7395-01110-1000-5800-400
 Account Number to be Charged

3604
Emily W. [Signature]
 Department/Site Approval

SP [Signature]
 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 for Educational Services
Date: January 3, 2007
Subject: Approve Service Agreement for Tracy Mental Health Center to Provide Parenting Classes to Spanish Speaking Parents at South/West Park School

BACKGROUND: As part of our school plan evaluation last year, the staff determined that there is a critical need for parenting classes for Spanish speaking parents. During the 2006/07 school year the School Site Council approved \$5,000 of Title 1 funds to be used to provide parenting classes for Spanish speaking parents. The Tracy Mental Health Center will provide up to 12 sessions of parenting classes.

RATIONALE: The Title 1 program requires a parent education component to the school plan. A needs survey completed by parents also indicates that there is an interest in parenting classes which include information on discipline, family health, drug and alcohol prevention and community resource and referral services. This supports Strategic Goal #4 – Developing the Whole Student.

FUNDING: Title I - \$5000.00

RECOMMENDATION: Approve Service Agreement for Tracy Mental Health Center to Provide Parenting Classes to Spanish Speaking Parents at South/West Park School.

Prepared by: Dora Contreras, West Park School Principal

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

AGREEMENT FOR SPECIAL CONTRACT SERVICES

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

1. Contractor shall perform the following duties: Provide up to 12 sessions of Parenting Classes to Spanish Speaking parents at South/West Park Elementary School.
2. Contractor will provide the above service(s) as outlined in Paragraph 1, for a period of up to a total of twelve (12) sessions under the terms of this agreement at the following location: South/West Park Elementary School.
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
 - a. District shall pay \$ 5,000.00 FLAT RATE (circle one), not to exceed a total of \$5,000.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
 - b. District [] SHALL; [X] SHALL NOT reimburse Contractor for out of pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the district. Reimbursement of expenses shall not exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$n/a for the term of the agreement.
 - c. District shall make payment on a [] MONTHLY PROGRESS BASIS, [X] SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by the District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.
4. The term of the agreement shall commence on Febrúary 1, 2007 and shall terminate on May 24, 2007.
5. This agreement may be terminated at any time during the term by either party upon thirty (30) days written notice.
6. Contractor shall contact the District's designee, Dora L. Contreras at (209) 831-5320 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.
7. The parties intend that an independent contractor relationship be created by this contract and District assumes no responsibility for workers' compensation liability. District likewise assumes no responsibility for liability of loss, damage or injury to person(s) or property resulting from, or caused by, contractor's services during or relating to the performance of service under this Agreement.

Contractor agrees to hold harmless and to indemnify District for:

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

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

AGREED:

Consultant Signature (1) (Regina Nordman)

Social Security Number (2)

Date

Executive Director

Title

Tracy Mental Health Center

Address

35 East 10th Street, Suite L

Tracy, Ca. 95376

Tracy Unified School District

January 3, 2007

Date

Principal

Title

01-3010-0-1110-1000-5800-400-3604 (\$5,000)

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.

REGINA NORMAN

MARRIAGE & FAMILY THERAPIST

OBJECTIVE: To secure a challenging position as a clinical therapist and to facilitate collaborative efforts to afford greater access to mental health services by underserved populations in the Tracy Community.

EDUCATION

2003	California Board of Behavioral Sciences	
	<i>Licensed Marriage and Family Therapist</i>	
1998-2000	National University	Stockton, CA.
	<i>Master of Arts-Counseling Psychology</i>	
1984-1986	San Diego State University	San Diego, CA.
	<i>Bachelor of Science-Business Administration-Management</i>	

EXPERIENCE

2001 – Present	Tracy Mental Health Center	Tracy, CA.
	<i>Executive Director</i>	
	<ul style="list-style-type: none">Facilitated the opening of a mental health clinic for charitable purposes in collaboration with a fully functioning board.Secured contracts and foundation health grants to deliver mental health services and provided mental health education and resources to community members and professionals.Collaborated with outside agencies in ongoing efforts to integrate behavioral health and health systems and developed community mental health information website.Responsible for the provision of individual, group, child and adolescent and family therapy services in a variety of settings.Obtained continuing education coursework in Personality Disorders, Post Traumatic Stress Disorder, Behavior Disorders and received Cultural Competency Certification.	

2000-2001	Valley Community Counseling	Stockton, CA.
	<i>Mental Health Clinician</i>	
	<ul style="list-style-type: none">Provided mental health services for children and families suffering from mental disorders and abuse and neglect in a variety of settings.Maintained documentation to satisfy Medi-Cal requirements for reimbursement under EPSDT funding.Collaborated with community agencies to optimize treatment outcomes for minors obtaining services.	

- In addition to regular clinical supervision attended clinical trainings in the areas of Traumatic Child Abuse, Family Therapy, Play Therapy and Cultural Competency.

1999-2000 FICS/Delta Healthcare

Stockton, CA

Mental Health Clinician

- Implemented psychological treatment for individuals and families in a medical clinic setting.
- Consulted with physicians and nurse practitioners concerning mental health diagnosis and treatment plans for clients.
- Collaborated with crisis team to provide intensive services for clients if needed.
- Maintained high client retention rates and on-site referrals.
- Provided advocacy for increasing awareness of mental health issues in children and their families and offered supportive counseling services to professional staff.
- In addition to regular clinical supervision, attended clinical trainings in the areas of Crisis Management, Family Therapy, and Adolescent Therapy.

1993-1999 Smith Kline Beecham

Philadelphia, PA

Medical Sales Specialist

- Provided education for physicians, nurses and hospital staff on prescription drug therapies including psychotropics.
- Provided field training for new representatives.
- Acted as convention coordinator in 1998 and obtained Director's award for superior sales for three consecutive years.

1987-1993 Wyeth-Ayerst Laboratories

Pittsburgh, PA

Territory Manager~Medical Sales

- Marketed hospital products in institutional settings to hospital staff
- Increased nutritional sales by 100 percent over a two-year period in San Joaquin County.
- Assisted marketing team with developing marketing strategy for new product launches.
- Provided patient education on infant nutrition and care.

Member ~ California Association of Marriage and Family Therapists, California Association of Non-Profits, Mental Health Association of California



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: ~~Dr. James Franco~~ Dr. Sheila Harrison, Assistant Superintendent of Educational Services
DATE: January 4, 2007
SUBJECT: Approve Overnight Travel to Anaheim, CA. for the West High Senior Class to Attend Grad Night at Disneyland on May 17 - 18, 2007

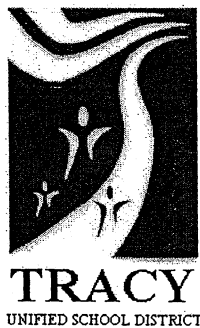
BACKGROUND: West High School would like permission to attend Grad Night at Disneyland in Anaheim, California. The seniors will be accompanied by 12 chaperones; Assistant Principal, Amy Lowery, parents and teachers from West High. We will leave West High School at approximately 1:00 p.m. on Thursday and arrive at Disneyland at approximately 9:30 p.m. Grad Night ends at 6:00 a.m. on Friday at which time the students and chaperones will load the buses and return to Tracy. Transportation will be provided by charter buses.

RATIONALE: It is a long-standing tradition that the Senior Class of West High School attends the Grad Night festivities sponsored by Disneyland; as a celebration of all that they have accomplished in their four years of high school. This aligns with Strategic Goal #4, Developing the Whole Student.

FUNDING: The students pay for park admission, dinner and round trip transportation to Disneyland. The cost per student is \$110.00 and there are approximately 200 students signed up to attend.

RECOMMENDATION: Approve Overnight Travel to Anaheim, CA. for the West High Senior Class to Attend Grad Night at Disneyland on May 17 - 18, 2007

PREPARED BY: Herman Calad, Principal, West High School



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Jim Franco, Superintendent
FROM: ~~Dr. Jim Franco~~ Dr. Sheila Harrison, Assistant Superintendent, Educational Services
DATE: January 10, 2007
Subject: Approve Service Agreement for Fantasy Theatre to Present Three Assemblies at Poet-Christian School on February 21, 2007

Background: The Fantasy Theatre School Tour brings professional live theatre to schools in Northern California to provide a forum for the dramatic voice of youth and to assist children in developing literary skills, problem solving techniques, and a mode of artistic expression.

Rationale: The Poet-Christian Parent-Teacher-Student Association wishes to provide this experience for the staff and students at Poet-Christian School. This experience supports Strategic Goal #2, Quality Learning Environment, providing students with real learning opportunities and exposure to the performing arts.

Funding: The total cost of the three assemblies is \$1,300. The Poet-Christian Parent Teacher Student Club will provide the funding.

Recommendation: Approve Service Agreement for Fantasy Theatre to Present Three Assemblies at Poet-Christian School on February 21, 2007

Prepared by: William Maslyar, Principal, Gladys Poet-Christian 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," Go The Distance Productions, 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: Fantasy Theatre will perform three assemblies on February 21, 2007. The shows are scheduled for 9 am, 10 am, and 1:30 pm.

2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 1 day (one day) HOURS/DAY(s) (circle one), under the terms of this agreement at the following location Post Christian School 1701 South Central Avenue, Tracy CA.

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

a. District shall pay \$ 1,300 (FLAT RATE) (circle one), not to exceed a total of \$1,300. 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 \$ 0.00 for the term of this agreement.

c. District shall make payment on a [☐] MONTHLY PROGRESS BASIS; [☒] SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.

4. The terms of the agreement shall commence on February 21, 2007, and shall terminate on February 22, 2007.

5. This agreement may be terminated at any time during the term by either party upon 10 day's written notice.

6. Contractor shall contact the District's designee, William Maalyar at (209) 831-5252 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, expenses, 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:

Valerie Harston
 Officer

Tracy Unified School District

Social Security Number (S)

1-9-07

Date

Date

Fantasy Theatre Admin

Title

2711 B Street

Account Number to be Charged

Sacramento, CA

Department/Unit Approval

Budget Approval

Date Approved by the Board

Send all copies to the Business Office:

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

File: ContractSrvcs.doc
 Date: 3/1/2007

INVOICE

NOT A CARBON

Please sign and return PINK invoice prior to payment

Invoice Date
10/10/2006

Poet-Christian (Gladys) Elementary
1701 S. Central Ave.
Tracy CA 95376
Attention: Bill Maslyar

Make Checks Payable To:
Fantasy Theatre
P.O. Box 19206
Sacramento, CA 95819
(916) 442-5635

ATTN
Fantasy

916-443-0874

Date of performance	Show Title	# of Shows	\$ each	Total*
2/21/07	The Best Of Burroughs	3	9:0010:001:30	\$ 1300

*Early Bird Special - \$1,150 if paid before 1/21/07

The school/sponsor shall pay performance fee on the date of the performance. Signature of this invoice acknowledges a binding contractual agreement between the school and The Fantasy Theatre.

If cancellation of performance by the school/sponsor is necessary, the school/sponsor shall notify

THE FANTASY THEATRE by 1/21/07

or pay a cancellation fee amounting to 50% of the above fee. The cancellation fee shall be waived if an alternate school/sponsor is found by the school/sponsor before the performance date and time(s).

No more than 450 students shall attend any one performance.

The performance shall be played indoors.

The school/sponsor shall abide by Rule 51 (stated below) of the Actors Equity Association Agreement and Rules Governing Employment in Theatre For Young Audiences.

RULE 51: SCHOOLS

"The Sponsor recognizes that the Producer is a party to a collective bargaining agreement between the Producers of Theatre for Young Audiences and Actor's Equity Association, known as the Agreement and Rules Governing Employment in Theatre For Young Audiences, and therefore must comply with said Agreement and Rules which including the following:

1. Separate adult dressing room/s/ restrooms will be provided for male and female actors.
2. Restrooms and stage shall be comfortably heated and ventilated at all times from the time the first Actor arrives for a call.
3. Dressing room/ restroom entrances and windows shall be properly masked from the view of the audience or public to insure the Actor's privacy.
4. Toilets and lavatories will be clean and sanitary, and shall be separate facilities from those persons under the age of 18.
5. Sinks with hot and cold running water shall be available in or reasonably convenient to the dressing rooms. 'Reasonably convenient' shall mean those facilities nearest to the dressing rooms/ restrooms.
6. In compliance with Education Code section 45125.1, the actors will not come into contact with pupils or work in the proximity of pupils at any time except under the direct supervision of District employees. The actors shall only use restroom facilities reserved for District employees, and shall not use student restrooms at any time.

"All pertinent rules and regulations contained herein shall be attached to, and become part of the Producer's contract with each Sponsor.

Fantasy Theatre Representative

Date

School/Sponsor Representative

Date

Write-For Your Records

Mail Return to THE FANTASY THEATRE

B Street Theatre

- How it Works
- The Season
- Book a Show
- Sponsor a School
- Share your story
- Home
- »Fantasy Theatre

20th Annual School Tour
Get More Information Today!

Fantasy Theatre

The **Fantasy Theatre School Tour** brings professional live theatre to schools and other venues in Northern California, including the counties of Amador, Calaveras, Contra Costa, El Dorado, Nevada, Placer, Sacramento, San Joaquin, Solano, Sutter, Yolo and Yuba. In addition to producing professional touring productions, Fantasy Theatre holds an **annual playwriting festival and contest**. The festival was created to provide a forum for the dramatic voice of youth and to assist children in developing literary skills, problem solving techniques, and a mode of artistic expression. This process stimulates the intellect and enhances self-esteem by providing validation of creative ideas and work efforts. Selected plays are performed during the Fantasy Theatre Spring Tour and at a special show-case performance at the B Street Theatre in Sacramento.

Founded in 1986, the Fantasy Theatre School Tour performs 12 times per week, 38 weeks per year in schools, hospitals and public places reaching approximately 200,000 children each year. Since it's inception, The Fantasy Theatre has played for over three million Northern California children.

We make a concerted effort to take the rich experience of theatre into underserved communities throughout the region. In Sacramento and San Joaquin counties alone, Fantasy Theatre has played to more than 130 Title I schools just in the last couple of years.

If you would like more information about the Fantasy Theatre School Tour and Playwriting Festival, please give us a call at **916.442.5635**.

Best of Burroughs Synopsis

Fantasy Theatre lampoons one of the world's most popular authors, Edgar Rice Burroughs. In the thirty-eight year span of his career, Burroughs wrote 91 books and a host of short stories. As the creator of Tarzan of the Apes and The Land that Time Forgot, it is thought that the number of his books published around the world must be in the hundreds of millions!

Capitalizing on Burroughs' penchant for outlandish fantasy and adventure, *The Best of Burroughs* will take the audience from the American West to the depths of Africa to the surface of Mars in a fast and funny romp through some of this author's most beloved stories.

ACORD CERTIFICATE OF LIABILITY INSURANCEOP ID S2
THEAT-1DATE (MM/DD/YYYY)
11/02/06

PRODUCER
 Warren G. Bender Co.
 1350 Auburn Blvd. #100
 P.O. Box 417458
 Sacramento CA 95841-7458
 Phone: 916-978-8558

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION
 ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE
 HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR
 ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED

Theatre for Children, Inc.
 Fantasy Theatre
 2711 B Street
 Sacramento CA 95816

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A:	Fireman's Fund Ins. Co.	21873
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	MZXR80847003	08/28/06	08/28/07	EACH OCCURRENCE \$1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$5,000
					PERSONAL & ADV INJURY \$1,000,000
					GENERAL AGGREGATE \$2,000,000
					PRODUCTS - COMP/OP AGG \$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				
A	AUTOMOBILE LIABILITY	MZXR80847003	08/28/06	08/28/07	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000
	<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (For person) \$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (For accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS				
	<input type="checkbox"/> NON-OWNED AUTOS				
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				(OTHER THAN EA ACC \$
					AUTO ONLY: AGG \$
	EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE \$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$
	<input type="checkbox"/> DEDUCTIBLE				\$
	RETENTION \$				\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATU-TORY LIMITS OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT \$
	If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE \$
	OTHER				E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

10 Day Notice of Cancellation applies for non-payment of premium. RE:
 Performance at Art Freiler School / Tracy Joint Unified School District is
 included as an additional insured per endorsement CG7158 1/03.

CERTIFICATE HOLDER

TRACTR5

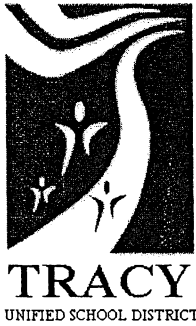
Tracy Joint Unified School
 District
 1875 W. Lowell Avenue
 Tracy CA 95376

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVE.

AUTHORIZED REPRESENTATIVE

Warren G. Bender Inc.



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: ~~Dr. James Franco~~ Dr. Sheila Harrison, Assistant Superintendent of Educational Services
DATE: January 11, 2007
SUBJECT: Approve "Red Panda Acrobats" Assembly at Art Freiler School on March 21, 2007

BACKGROUND: Red Panda Acrobats was formed in 1990 in Shanghai, China. The group is now based in San Francisco and perform throughout the nation for school assemblies and companies.

RATIONALE: Red Panda Acrobats will provide the students with a spectacular cultural performance. Students will be exposed to Chinese music, culture, and tradition. Red Panda will also teach the students about hard work, concentration, saying "no" to drugs, discipline, and just being good students in school and in the community. This supports Strategic Goal #2, Quality Learning Environment, providing students with real-world learning opportunities.

FUNDING: Freiler Staff Parent Association will cover the \$1,025 cost.

RECOMMENDATION: Approve "Red Panda Acrobats" Assembly at Art Freiler School on March 21, 2007

Prepared by: Marylee Barron, Principal of Art Freiler 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 Wayne Huey, 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: Two performances (assemblies)
Red Panda Acrobats, March 21, 2007, 8:45 a.m. to 10:30 a.m.
2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 1 (One) ~~HOURS~~ DAY(s) (circle one), under the terms of this agreement at the following location Art Freiler School, 2421 W. Lowell Ave, Tracy, CA 95376
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
 - a. District shall pay \$ 1,025 per ~~HOUR/DAY~~ FLAT RATE (circle one), not to exceed a total of \$ 1,025. 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 March 21, ²⁰⁰⁷~~2002~~, and shall terminate on March 21, 2007.
5. This agreement may be terminated at any time during the term by either party upon _____ day's written notice.
6. Contractor shall contact the District's designee, Diann McCannon at (209) 831-5170 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:



Contractor Signature (1)

Social Security Number (2)
NOV 16 - 2006

Date
OWNER

Title
1583-27th Ave

Address
SF, CA. 94122

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.

Wayne Huey
415-724-0500 rpacrobats@yahoo.com
San Francisco

Invoice # 5112

1. show date March 20,21, or 22nd , 2007
- 2 School: Art Freiler School, in Tracy, CA
- 3 fee for show \$985 and \$40 for gas
4. payment on day of show, payable to Wayne Huey
- 5 length of show- 35-40 mins each, two shows total
6. Time of show 8:45am and 9:45am
7. Place of show: inside the school
8. Any dispute will be handled in the State of California

Requirements provided by client: pa system, microphone, parking, , directions,

Contact person: Diann McCannon , Assemblies Committee
Art Freiler School (209) 831-5170

Note: please contact me 2 weeks prior to shows to go over any last min details, thanks.
have read and accept the above terms

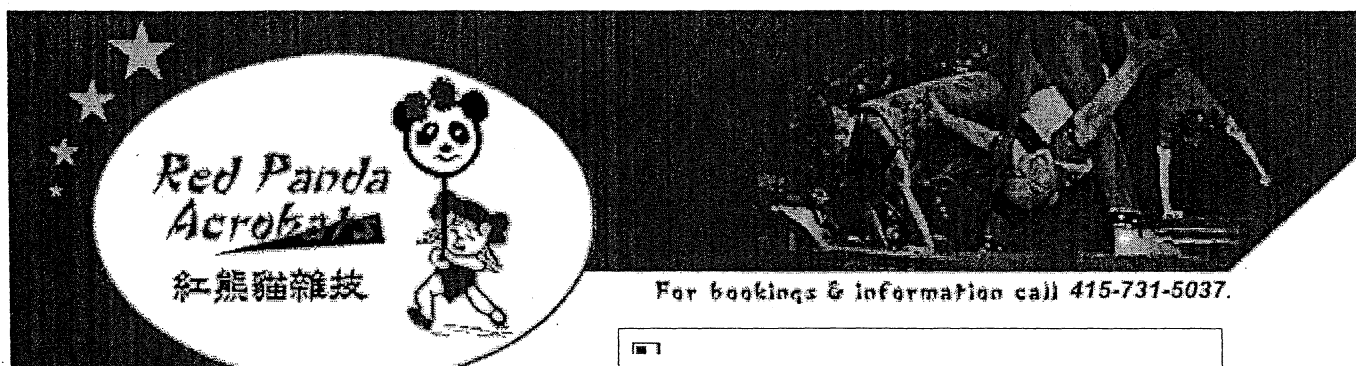
Signature: _____ **dated** _____
Authorized signature

Please download and mail back to:
Wayne Huey / Red Panda Acrobats
1583-27th ave
SF, Ca. 94122

School's phone and address :

School directions: _____

**** no correction or change can be make to this invoice without consent in writing from the Red Panda Acrobats.**



About Us

History of Red Panda Acrobats, San Francisco

The Red Panda Acrobats was formed in 1990 in Shanghai, China. The members are professionally trained from China. Since their first performance in the United States in 1991, the troupe continues to perform year-round in a variety of venues, including corporate and company events, fairs, festivals, sporting events, school assemblies, and TV shows. Although the group is based in the San Francisco Bay area, the Red Panda Acrobats have traveled throughout the nation and overseas performing for well known companies such as Disney World, EPCOT Center, Apple Computer, and Las Vegas Casinos. They have appeared on various television shows internationally, including the Incredible Acrobats, London Television; China's Best Acrobats, Shanghai Television; the Crook & Chase Show; Mornings Live on 2, KTVU-Channel 2, San Francisco; and many more.

Featured Artist : Wayne Huey

Wayne Huey professionally trained with the Fu Hsing Acrobatic Academy in Taiwan, the Tai Yuan Acrobatic Troupe, and Shanghai Circus Schools in China. He spent seven years training at the three acrobatic schools, learning and perfecting his craft while pursuing his passions in the Chinese performance arts.

Wayne's acrobatic skills include juggling, balancing objects, unicycling, and handstands. His master teacher in China is the well known artist Mr. Niu Gui Zhang of the Tai Yuan Acrobatic Troupe in Shannxi Province. He is based in San Francisco and performs year round for the Red Panda Acrobats in a variety of venues and events.



Wayne's family is from Kaiping City, located in the province of Canton, China. His various hobbies include practicing Tai Chi and martial arts, baking, and newsletter desktop publishing.

([About Us](#) | [Corporate](#) | [School Shows](#) | [News](#) | [Gallery](#) | [History](#) | [Merchandise](#) | [Guestbook](#) | [Booking](#))

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DESIGNED & HOSTED BY: SCOJA

"...Wayne Huey of the Red Panda Acrobats was truly a spectacular assembly. We would be happy to recommend it to any school."

-Dr. Cheryl Lynn De Werff, Principal, Snow Elementary, Napa, CA

"Thank you so much for your wonderful performance. To be honest, in the beginning I had trouble convincing my school that we should book you because of the cost. But after seeing you in action, everybody is delighted! And everyone has said that you were worth every penny and more. We all really appreciated the connections you made to life lessons throughout your performance, as well as to school subjects.

It was truly inspiring both for the kids and the staff."

-Tanya Finley, Presidio Hill School, San Francisco, CA

"...Many children wrote thank you letters to our PTA expressing their gratitude for funding your visit. You also received rave reviews from each staff member. One teacher stated, 'was the best assembly we've ever had.' Applause to you!"

-Coleen R. Henry, Principal, Walt Disney Elementary, San Ramon, CA

"Students and teachers were amazed and captivated for the entire program. Wayne related to the children in a positive way ... best assembly we have ever had at our school!"

-Marty Lux, Principal, Athenour Elementary, San Jose, CA

(About Us | Corporate | School Shows | News | Gallery | History | Merchandise | Guestbook | Booking)

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DESIGNED & HOSTED BY: SCOJA

ACORD		CERTIFICATE OF LIABILITY INSURANCE		OP ID CLOWN-1	DATE (MM/DD/YYYY) 12/07/06
PRODUCER RJF Agencies, Inc. Plymouth 6000 Nathan Lane N., Suite 400 Minneapolis MN 55442 Phone: 763-746-8000		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW			
INSURED Clowns of the U.S. Attn: Stephanie Weiss 715-246-8908 - Telephone 715-246-4257 - Fax PO Box 24 New Richmond WI 54017		INSURERS AFFORDING COVERAGE		NAIC #	
		INSURER A: First Specialty Insurance Corp			
		INSURER B:			
		INSURER C:			
		INSURER D:			
		INSURER E:			

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY	IRG49158-2	04/25/06	04/25/07	EACH OCCURRENCE	\$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 50,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	\$ 5,000
	<input checked="" type="checkbox"/> CG2010 11-85				PERSONAL & ADV INJURY	\$ 1,000,000
	<input checked="" type="checkbox"/> CG2002 11-85				GENERAL AGGREGATE	\$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG	\$ 2,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS					
	<input type="checkbox"/> NON-OWNED AUTOS					
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$
	<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC	\$
					AUTO ONLY: AGG	\$
A	EXCESS/UMBRELLA LIABILITY	IRE49159-2	04/25/06	04/25/07	EACH OCCURRENCE	\$ 2,000,000
	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$ 2,000,000
	<input type="checkbox"/> DEDUCTIBLE					\$
	<input type="checkbox"/> RETENTION \$					\$
						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATUTORY LIMITS	OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	\$
	If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	\$
					E.L. DISEASE - POLICY LIMIT	\$
	OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

PERFORMER IS AN INSURED AS A MEMBER OF CLOWNS OF THE U.S. (Form CG2002

11-85): Wayne Huey dba Red Panda Acrobat

Additional Insured: Tracy Unified School District


Event dates: March 20-22, 2007

Fax: (209) 830-3259 Attn: Cindy Everhart

APPROVED
DEC 18 2006
Cindy Everhart

CERTIFICATE HOLDER

CANCELLATION

TRAUTRA Tracy Unified School District 1875 West Lowell Avenue Tracy CA 95376	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. 
---	---

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – (FORM B)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

Name of Person or Organization:

Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of “your work” for that insured by or for you.

Wayne Huey
415-724-0500 rpacrobats@yahoo.com
San Francisco

Invoice # 5112

1. show date **March 20,21, or 22nd , 2007**
2. School: **Art Freiler School, in Tracy, CA**
3. fee for show **\$985 and \$40 for gas**
4. payment **on day of show, payable to Wayne Huey**
5. length of show- **35-40 mins each, two shows total**
6. Time of show **8:45am and 9:45am**
7. Place of show: **inside the school**
8. Any dispute will be handled in the State of California

Requirements provided by client: pa system, microphone, parking, , directions,

Contact person: Diann McCannon , Assemblies Committee
Art Freiler School (209) 831-5170

**Note: please contact me 2 weeks prior to shows to go over any last min details, thanks.
have read and accept the above terms**

Signature: _____ **dated** _____
Authorized signature

Please download and mail back to:
Wayne Huey / Red Panda Acrobats
1583-27th ave
SF, Ca. 94122

School's phone and address :

School directions: _____

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EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: ~~Dr. James Franco~~ Dr. Sheila Harrison, Asst. Superintendent Educational Services
DATE: January 4, 2007
SUBJECT: Approve Overnight Travel for Graduating Seniors to Attend West High School All Night Grad Cruise in San Francisco on June 2 – 3, 2007

BACKGROUND: West High School will send 125 students and 10 chaperones, including a WHS administrator, to San Francisco to participate in the All Night Grad Cruise on June 2 – 3, 2007. Transportation will be provided by chartered buses which will leave West High School at 10:00 p.m. and return at 6:00 a.m.

RATIONALE: This extra-curricular activity was originated to promote and provide the means for a safe and sober graduation. It is a long-standing tradition that the Senior Class of West High School attends the Safe and Sober Cruise sponsored by the Senior Parents Club; as a celebration of their accomplishments in their four years of high school. This aligns with Strategic Goal #4, Developing the Whole Student.

FUNDING: All funding will be provided by the students of the senior class and Senior Parents Fund-Raising Group. The cost is \$75.00 per person for this trip.

RECOMMENDATION: Approve Overnight Travel for Graduating Seniors to Attend West High School All Night Grad Cruise in San Francisco on June 2-3, 2007

PREPARED BY: Herman Calad, Principal West High School



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: ~~Dr. James Franco~~ Dr. Sheila Harrison, Assistant Superintendent of Educational Services
DATE: January 4, 2007
SUBJECT: Approve Contract with Katie Harney, Life First Training Center

BACKGROUND: Katie Harney is the Director and instructor that provides CPR and First Aid training to school employees. Currently 40 Special Education Staff members need to renew their CPR and First Aid certificates. Staff members working with preschool children are required to keep CPR and First Aid certificates current.

RATIONALE: Districts must offer a continuum of services to students with special needs. As part of a requirement, staff members working with children are to keep CPR and First Aid certificates current. This request supports Strategic Goal # 2, "Create Quality Learning Environments."

FUNDING: Contract expenses for training are \$55.00 per person. Invoice charges for the contract will not exceed \$2,200.00. Expenses are budgeted in account #01-6500-0-5750-1180-5800-800-2542.

RECOMMENDATION: Approve Contract with Katie Harney, Life First Training Center

Prepared by: Nancy E. Hopple, Director of Special Education.

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

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

1. Contractor shall perform the following duties: Present a workshop on CPR Training.
2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of **1 DAY**, under the terms of this agreement at the following location
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
 - a. District shall pay \$55.00 per Student not to exceed a total of \$2,200.00 . Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
 - b. District [☐] **SHALL**; [☒] **SHALL NOT** reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the district rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$_____ for the term of this agreement.
 - c. District shall make payment on a [☐] **MONTHLY PROGRESS BASIS**, [☒] **SINGLE PAYMENT UPON COMPLETION OF THE DUTIES** and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.
4. The terms of the agreement shall commence on January 5, 2007, and shall terminate on July 31, 2007.
5. This agreement may be terminated at any time during the term by either party upon thirty (30) days written notice.
6. Contractor shall contact the District's designee, Nancy E. Hopple (209) 830-3270 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.
7. The parties intend that an independent contractor relationship be created by this contract and District assumes no responsibility for workers' compensation liability. District likewise assumes no responsibility for liability for loss, damage, or injury to person(s) or property resulting from, or caused by, the contractor's activities during or relating to the performance of service under this Agreement.

Contractor agrees to hold harmless and to indemnify District for:

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

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

AGREED:

Consultant Signature (1)

Social Security Number (2)

Date

Title

Address

Tracy Unified School District

Date

Title

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

Department/Site Approval

Budget Approval

Date Approved by the Board

Send all copies to the Business Office:

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



HUMAN RESOURCES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: James Mousalimas, Assistant Superintendent of Human Resources
DATE: January 10, 2007
SUBJECT: Approve Classified, Certificated, and/or Management Employment

BACKGROUND:

Rivera, Tracy

Tomlin, Laurie

BACKGROUND:

Wegner, Jennifer

MANAGEMENT

High School Counselor (New) (Temporary)
West High School
LMP/007/A; \$56,320
Funding: General Fund

High School Counselor (New) (Temporary)
Tracy High School
LMP/007/A; \$56,320
Funding: General Fund

CERTIFICATED

7th Grade Core (Replacement) (Temporary)
Monte Vista Middle School
Class III, Step 1 \$42,166
Funding: General Fund

BACKGROUND:

Ali, Nishath

Avila, Nancy

Bennett, Kelley

Deanda, Dominick

Eaton, Elizabeth

Faria, Al

Kouda, Marika

Ramirez-Osorio, Rosa

CLASSIFIED

School Supervision Assistant (Replacement)

Monte Vista

2 hours per day

Range 21, Step A - \$11.21 per hour

Funding: General Fund

Clerk Typist II (New)

Tracy Adult School ROP Program

6 hours per day

Range 27, Step E - \$15.50 per hour

Funding: ROP Apportionment

Elementary Attendance Clerk (Replacement)

Art Freiler School

8 hours per day

Range 28, Step E - \$15.85 per hour

Funding: General Fund

Custodian I (Replacement)

George Kelly

5 hours per day

Range 31, Step B - \$14.78 per hour + ND

Funding: General Fund

Food Service Worker (New)

Duncan Russell/Stein School

3 hours per day

Range 22, Step A - \$11.46 per hour

Funding: Child Nutrition School Program

Custodial Supervisor/Maintenance Mechanic (New)

Tracy High School

8 hours per day

Range 50, Step E - \$26.58 per hour

Funding: General Fund

I.E.P. Para Educator I (New)

Monte Vista

6.5 hours per day

Range, 24, Step B - \$12.57 per hour

Funding: Special Education

Food Service Worker (Replacement)

South School

2.5 hours per day

Range 22, Step A - \$11.46 per hour

Funding: Child Nutrition-School Program

Pautynsky-Loayza, Tanya

Special Ed Para Educator I (Replacement)
Hirsch Elementary School
4 hours per day
Range 24, Step A - \$12.00 per hour
Funding: Special Ed-IDEA Grant

Thakore, Rashmika

I.E.P. Para Educator I (New)
Hirsch Elementary School
5.5 hours per day
Range 24, Step C - \$13.17 per hour
Funding: Special Education

BACKGROUND:

Garay, Jennifer

COACHES

Gymnastics Coach (Replacement)
West High School
Stipend: \$3,111.85

Hermann, Rachel

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

Miller, Martin

Sophomore Softball Coach (Replacement)
West High School
Stipend: \$3,735.91

Spencer, Deborah

Freshman Softball Coach (Replacement)
West High School
Stipend: \$3,111.85

States, Brett

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

RECOMMENDATION: Approve Classified, Certificated and/or Management Employment

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



HUMAN RESOURCES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: James Mousalimas, Assistant Superintendent of Human Resources
DATE: January 10, 2007
SUBJECT: Accept the Resignations/Retirements/Leaves of Absence for Classified, Certificated, and/or Management Employment

BACKGROUND:

MANAGEMENT RETIREMENT

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
Frame, Rebecca	DEC	June 22, 2007	

CLASSIFIED RESIGNATIONS

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
Albornoz, Betty Preschool Para Educator	North School PLAY Program	12/29/2006	Accepted another position
Carrera, Virginia School Supervision Assist.	Hirsch Elementary	01/19/2007	Personal
Silva, Rebecca Para Educator II	STEPS Program	12/18/2006	Accepted another position with TUSD
West, Patricia Para Educator II	West High School	01/19/2007	Personal

CLASSIFIED RETIREMENTS

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>
Riddle, Lanelle	Student Services-DEC	02/08/2007

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

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



BUSINESS SERVICES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: Dr. Casey Goodall, Associate Superintendent for Business
DATE: January 12, 2007
SUBJECT: Authorize Staff to Enter into a Memorandum of Understanding (MOU) with the City of Tracy for a 25% Joint Use Partnership in the West High School Pool

BACKGROUND: As part of the Measure E project list as approved by voters in June 2006 was the pool facility at West High School. Soon after the school bond measure passed the City of Tracy expressed an interest in being able to use the pool at WHS for recreational purposes during the summer break and other non-school hours. The pool as currently planned for construction at WHS is as a "special purpose" pool used specifically for either instructional purposes or used for competitive events. In order to use the pool for recreation, the facilities must comply with San Joaquin County Health Department and Division of the State Architects criteria and include a certain number of restroom and shower facilities within 200 feet of the pool.

RATIONALE: City staff has been working with the District to create a Memorandum of Understanding (MOU) for a joint use partnership stipulating terms and conditions that are mutually beneficial. The MOU is based on the City's 25% contribution for the initial capital cost of the pool in addition to a 25% contribution to the maintenance and operations of the pool over a 30 year period. The MOU also contains the option to commit to two (2) 10 year period extensions. The actual dollar amount of the City's contribution to the pool construction costs will be determined after the project has been bid. The City will pay for 100% for an additional building that will contain public restrooms, storage and office space exclusively for their use.

The MOU stipulates that the City will have priority use of the pool during the summer on the weekends from Memorial Day through Labor Day and weekdays following the final regular school day at West High School up to the first day of scheduled instruction for the next school year. The City will have the ability to request additional days of pool use during the school year and will be required to coordinate their request with the District's use of the pool.

Entering into the Agreement with the City at this time allows the District to move forward with developing construction documents for review and approval by the required State and local agencies. It also allows the District to construct the pool facility in a timely manner and in accordance with our desire to have the pool completed by spring of 2008. The revised plans will take into consideration the adjustments to pool's configuration that allows the pool to be used for recreational use. The revised plan will also contain the site work required for the acquisition and installation of the City's pool buildings.

RECOMMENDATION: Authorize Staff to Enter into a Memorandum of Understanding (MOU) with the City of Tracy for a 25% Joint Use Partnership in the West High School Pool

FUNDING: State School Building Program and Bond Funds.

Prepared by: Denise Wakefield, Director of Facilities



TRACY
UNIFIED SCHOOL DISTRICT

BUSINESS SERVICES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: Dr. Casey Goodall, Associate Superintendent for Business
DATE: January 12, 2007
SUBJECT: Authorize Staff to Enter into an Agreement with Rainforth Grau Architects for Architectural Services Related to the West High School Theater Project.

BACKGROUND: The theater project at West High School was one of the completion projects voters approved as part of the June 2006 bond measure. The District sent invitations to architect firms that were previously approved by the Board and maintained on a "short list" for use on future projects. These firms were invited to interview for the opportunity to plan and design the new West High School theater complex. Firms were asked to present their designs of facilities that they had done at other schools and/or present their experience in designing performing arts facilities that would meet the desired criteria in the location of a theater and the budget allocated for this project.

RATIONALE: The District interview panel selected the firm Rainforth Grau Architects to plan and design the theater. Staff and the interview panel feel confident that the firm will design a facility that will meet the education needs of our students and stay within the budgeted amount for this project. Staff is asking the Board to allow staff to negotiate an agreement subject to legal council review. Final plans will be reviewed by the facilities committee and presented to the Board for approval.

FUNDING: State School Building Program and Bond Funds.

Prepared by: Denise Wakefield, Director of Facilities



TRACY
UNIFIED SCHOOL DISTRICT

BUSINESS SERVICES MEMORANDUM

To: James Franco, Superintendent
From: Casey Goodall, Assistant Superintendent of Business Services
Date: January 23, 2007
Subject: Adopt Resolution 06-21; Authorizing the Participation in California School Cash Reserve Program (TRANS).

BACKGROUND: By passing the Resolution before the Board, our District will have the opportunity to participate in the Cash Reserve Program sponsored by the California School Boards Association Finance Corporation. In 2006-2007, 150 districts, community college districts, and county offices of education were involved in the issuance of over \$400 million of notes issued through the Program. This participation represents a significant majority of schools that issue TRANS. The 2007-2008 Program will be the 20th year of the Program.

Through participation in the Cash Reserve Program, our District will be able to issue a tax and revenue anticipation note as part of this cost-effective pooled structure. An overview of this cash management concept and the Program is provided below:

1. ***Tax and Revenue Anticipation Notes (TRANS):*** TRANS are short-term debt instruments issued by school districts throughout the State to create an additional reserve to the general fund. In our District, this reserve will act as a cushion to the general fund in the event that we experience temporary cash flow needs. These cash flow needs may occur as a result of the timing mismatch between the receipt of revenues (generally received in an uneven fashion) and the expenditure of general fund monies (generally paid out in a more level fashion).
2. ***TRANS Economics:*** Through our participation in the Program, our District will issue tax-exempt note. The proceeds from the sale of this note, while not needed for cash flow, are invested in a taxable investment. This may result in a positive spread between the borrowing rate and the investment return on the TRANS proceeds.
3. ***Cash Reserve Program Background:*** The first Cash Reserve Program was issued in June of 1988 for six districts with an aggregate issue amount of \$9.6 million. Since that time the Program has grown dramatically in size, servicing the majority of California school district TRANS issuers, issuing

nearly \$400 million for the 2006-2007 fiscal year. Each year the Program has resulted in a significant benefit to the participants. The highlights of the Program are as follows:

- Participants benefit from a cost-effective and administratively simple method to issue their TRANs.
 - Documentation is streamlined for governing board approval.
 - Participants benefit year-round administrative assistance.
4. **Cash Reserve Program Process:** The Cash Reserve Program involves the following key steps in order to participate:
- a. ***Adoption of Resolution:*** Adoption of Resolution 60-21 does not obligate the District to participate in the Program. The resolution simply delegates to the administration the right to decide on participation.
 - b. ***Cash Flow and Credit Background Process:*** Participants submit a completed credit questionnaire and financial information (including audits, budget, and second period interim cash flow report) that is used to develop their individual pro-forma cash flow statement for 2007-2008. Participants review and revise their cash flow statement. The cash flows are reviewed by Orrick, Herrington & Sutcliffe, the Program's Bond Counsel.
 - c. ***Pricing:*** The pricing of the issue is anticipated to occur in early June. At that time the interest rate on the notes will be locked-in. The Program will offer us the option of a fixed-rate investment for the Note proceeds. Our District is not obligated to participate until it acknowledges issuance prior to the sale of notes.
 - d. ***Closing:*** Closing of the issue will occur in early July. Our District will have access to the proceeds of the TRAN available to meet our temporary cash flow needs.

RATIONALE: Adoption of Resolution 06-21 will allow administration to proceed to the next step in the process and take part in this beneficial Program for schools. Once again, our District is not obligated to participate as a result of resolution adoption. The Resolution simply delegates to the administration the right to decide on participation prior to the time of TRAN issuance.

FUNDING: Funding requirements will vary with TRANs dollar amount requirements and the prevailing interest rate secured in July.

RECOMMENDATION: Approve Resolution 06-21; Authorizing the Participation in California School Cash Reserve Program (TRANs).

Prepared by: Jill Carter, Budget Analyst

THIS RESOLUTION MUST BE DISCUSSED, CONSIDERED AND DELIBERATED BY THE GOVERNING BOARD AS A SEPARATE ITEM OF BUSINESS ON THE GOVERNING BOARD'S AGENDA IN ACCORDANCE WITH CALIFORNIA GOVERNMENT CODE SECTION 53635.7.

NO. 06-21

DISTRICT RESOLUTION

NAME OF DISTRICT: TRACY JOINT UNIFIED SCHOOL DISTRICT*

LOCATED IN: COUNTY OF SAN JOAQUIN

MAXIMUM AMOUNT OF BORROWING: \$10,000,000

RESOLUTION OF THE GOVERNING BOARD AUTHORIZING THE BORROWING OF FUNDS FOR FISCAL YEAR 2007-2008 AND THE ISSUANCE AND SALE OF A 2007-2008 TAX AND REVENUE ANTICIPATION NOTE THEREFOR AND PARTICIPATION IN THE CALIFORNIA SCHOOL CASH RESERVE PROGRAM AND REQUESTING THE BOARD OF SUPERVISORS OF THE COUNTY TO ISSUE AND SELL THE NOTE

WHEREAS, school districts, community college districts and county boards of education are authorized by Sections 53850 to 53858, both inclusive, of the Government Code of the State of California (the "Act") (being Article 7.6, Chapter 4, Part 1, Division 2, Title 5 of the Government Code) to borrow money by the issuance of temporary notes;

WHEREAS, the governing board (the "Board") has determined that, in order to satisfy certain obligations and requirements of the school district, community college district or county board of education specified above (the "District"), a public body corporate and politic located in the County designated above (the "County"), it is desirable that a sum (the "Principal Amount"), not to exceed the Maximum Amount of Borrowing designated above, be borrowed for such purpose during the District's fiscal year ending June 30, 2008 ("Fiscal Year 2007-2008") by the issuance of a note therefor in anticipation of the receipt of taxes, income, revenue, cash receipts and other moneys to be received by the District for the general fund and, if so indicated in a Pricing Confirmation (as defined in Section 4 hereof), capital fund and/or special revenue fund

* If the Name of the District indicated on the face hereof is not the correct legal name of the District which adopted this Resolution, it shall nevertheless be deemed to refer to the District which adopted this Resolution, and the Name of the District indicated on the face hereof shall be treated as the correct legal name of said District for all purposes in connection with the Program (as hereinafter defined).

(or similarly named fund or funds as indicated in such Pricing Confirmation) of the District attributable to Fiscal Year 2007-2008;

WHEREAS, the District hereby determines to borrow, for the purposes set forth above, the Principal Amount by the issuance of the Note, as hereinafter defined;

WHEREAS, because the District does not have fiscal accountability status pursuant to Section 42650 or Section 85266 of the Education Code of the State of California, it requests the Board of Supervisors of the County to borrow, on the District's behalf, the Principal Amount by the issuance of the Note;

WHEREAS, pursuant to Section 53853 of the Act, if the Board of Supervisors of the County fails or refuses to authorize the issuance of the Note within the time period specified in said Section 53853, following receipt of this Resolution, and the Note is issued in conjunction with tax and revenue anticipation notes, in one or more series, of other Issuers (as hereinafter defined), the District may issue the Note in its name pursuant to the terms stated herein;

WHEREAS, the Principal Amount is to be confirmed and set forth in the Pricing Confirmation;

WHEREAS, it appears, and this Board hereby finds and determines, that the Principal Amount, when added to the interest payable thereon, does not exceed eighty-five percent (85%) of the estimated amount of the uncollected taxes, income, revenue (including, but not limited to, revenue from the state and federal governments), cash receipts and other moneys of the District attributable to Fiscal Year 2007-2008 and available for the payment of the principal of the Note and the interest thereon;

WHEREAS, no money has heretofore been borrowed by or on behalf of the District through the issuance of tax anticipation notes or temporary notes in anticipation of the receipt of, or payable from or secured by, taxes, income, revenue, cash receipts or other moneys for Fiscal Year 2007-2008;

WHEREAS, pursuant to Section 53856 of the Act, certain moneys which will be received by the District during and attributable to Fiscal Year 2007-2008 can be pledged for the payment of the principal of the Note and the interest thereon (as hereinafter provided);

WHEREAS, the District has determined that it is in the best interests of the District to participate in the California School Cash Reserve Program (the "Program") organized by the California School Cash Reserve Program Authority (the "Authority"), whereby participating school districts, community college districts and county boards of education (collectively, the "Issuers") will simultaneously issue tax and revenue anticipation notes;

WHEREAS, the District desires to have its Note marketed together with some or all of the notes issued by other school districts, community college districts and county boards of education participating in the Program;

WHEREAS, Piper Jaffray & Co., on behalf itself and on behalf of George K. Baum & Company (the "Underwriter"), will form one or more pools of notes or series of certificates (the

"Certificates") of participation (the "Series of Certificates") distinguished by (i) whether and what type(s) of Credit Instrument (as hereinafter defined) secures notes comprising each Series, and (ii) possibly other features, all of which the District hereby authorizes the Underwriter to determine;

WHEREAS, the Program requires the Issuers participating in any particular Series of Certificates to deposit their tax and revenue anticipation notes with U.S. Bank National Association, as trustee (the "Trustee"), pursuant to a trust agreement between such Issuers and the Trustee (such trust agreement, in the form presented to this meeting, with such changes, insertions and omissions as are made pursuant to this Resolution, being referred to herein as the "Trust Agreement");

WHEREAS, the Program requires the Trustee, pursuant to the Trust Agreement, to execute and deliver the Certificates evidencing and representing proportionate undivided interests in the payments of principal of and interest on the tax and revenue anticipation notes issued by the Issuers comprising such Series of Certificates;

WHEREAS, the District desires to have the Trustee execute and deliver a Series of Certificates which evidences and represents interests of the owners thereof in the Note and the notes issued by other Issuers comprising such Series of Certificates;

WHEREAS, as additional security for the owners of the Certificates, all or a portion of the payments by all of the Issuers of their respective notes may or may not be secured by an irrevocable letter (or letters) of credit or policy (or policies) of insurance or other credit instrument (or instruments) (collectively, the "Credit Instrument") issued by the credit provider (or credit providers) (collectively, the "Credit Provider") designated in the Trust Agreement, as finally executed, pursuant to a credit agreement (or agreements) or commitment letter (or letters) (such credit agreement (or agreements) or commitment letter (or letters), if any, in the forms presented to this meeting, with such changes, insertions and omissions as are made pursuant to this Resolution, being referred to herein collectively as, the "Credit Agreement") identified in the Trust Agreement, as finally executed, between, in the case of an irrevocable letter (or letters) of credit or policy (or policies) of insurance, the Issuers and the respective Credit Provider;

WHEREAS, all or portions of the net proceeds of the Note may be invested in one or more Permitted Investments (as defined in the Trust Agreement), including under one or more investment agreements with one or more investment providers (if any), which investment agreements and provisions are to be determined in the Pricing Confirmation related to the Note;

WHEREAS, the Program requires that each participating Issuer approve the Trust Agreement and the alternative Credit Instruments, if any, in substantially the forms presented to the Board, with the final form of Trust Agreement, type of Credit Instrument and corresponding Credit Agreement determined in the Pricing Confirmation;

WHEREAS, pursuant to the Program each participating Issuer will be responsible for its share of (a) the fees of the Trustee and the costs of issuing the applicable Series of Certificates, and (b), if applicable, the fees of the Credit Provider, the Issuer's allocable share of all Predefault

Obligations and the Issuer's Reimbursement Obligations, if any (each as defined in the Trust Agreement);

WHEREAS, pursuant to the Program, the Underwriter will submit an offer to purchase the Note and the notes issued by other Issuers participating in the same Series of Certificates all as evidenced and represented by such Series of Certificates (which offer will specify, as designated in the Pricing Confirmation, the Principal Amount, interest rate and credit instrument (if any)), and has submitted a form of certificate purchase agreement (such certificate purchase agreement, in the form presented to this meeting, with such changes, insertions and omissions as are made pursuant to this Resolution, being referred to herein as the "Certificate Purchase Agreement") to the Board; and

WHEREAS, it is necessary to engage the services of certain professionals to assist the District in its participation in the Program;

NOW, THEREFORE, the Board hereby finds, determines, declares and resolves as follows:

Section 1. Recitals. All the above recitals are true and correct and this Board so finds and determines.

Section 2. Issuance of Note. This Board hereby determines to borrow, and hereby requests the Board of Supervisors of the County to borrow for the District, solely for the purpose of anticipating taxes, income, revenue, cash receipts and other moneys to be received by the District for the general fund and, if so indicated in the Pricing Confirmation, the capital fund and/or special revenue fund (or similarly named fund or funds as indicated in the Pricing Confirmation)* of the District attributable to Fiscal Year 2007-2008, and not pursuant to any common plan of financing of the District, by the issuance by the Board of Supervisors of the County, in the name of the District, of a note in the Principal Amount under Sections 53850 *et seq.* of the Act, designated the District's "2007-2008 Tax and Revenue Anticipation Note" (the "Note"), to be issued in the form of one fully registered note at the principal amount thereof as set forth in the Pricing Confirmation, to be dated the date of its delivery to the initial purchaser thereof, to mature (without option of prior redemption) not more than thirteen (13) months thereafter on a date indicated on the face thereof and determined in the Pricing Confirmation (the "Maturity Date"), and to bear interest, payable at maturity (and, if the maturity is longer than twelve (12) months, an additional interest payment shall be payable within twelve (12) months of the issue date, as determined in the Pricing Confirmation) and computed upon the basis of a 360-day year consisting of twelve 30-day months, at a rate not to exceed twelve percent (12%) per annum as determined in the Pricing Confirmation and indicated on the face of the Note (the "Note Rate"). If the Note as evidenced and represented by the Series of Certificates is secured in whole or in part by a Credit Instrument and is not paid at maturity or is paid (in whole or in part) by a draw under or claim upon a Credit Instrument which draw or claim is not fully reimbursed on such date, it shall become a Defaulted Note (as defined in the Trust Agreement), and the unpaid portion thereof (or the portion thereof with respect to which a Credit Instrument applies for which reimbursement on a draw, payment or claim has not been fully made) shall be deemed

* For purposes of this Resolution, such funds shall be referred to as the "capital fund" and "special revenue fund."

outstanding and shall continue to bear interest thereafter until paid at the Default Rate (as defined in the Trust Agreement); provided, however, that if the draw on, payment request under or claim on the Credit Instrument is due solely, in the District's case, to a loss on the Permitted Investment applicable to the Proceeds Subaccount or the Payment Account, the Note shall not be a Defaulted Note if the Credit Provider has so agreed at the time of issuance of the Credit Instrument. If the Note as evidenced and represented by the Series of Certificates is unsecured in whole or in part and is not fully paid at maturity, the unpaid portion thereof (or the portion thereof to which no Credit Instrument applies which is unpaid) shall be deemed outstanding and shall continue to bear interest thereafter until paid at the Default Rate. In each case set forth in the preceding two sentences, the obligation of the District with respect to such Defaulted Note or unpaid Note shall not be a debt or liability of the District prohibited by Article XVI, Section 18 of the California Constitution and the District shall not be liable thereon except to the extent of any available revenues attributable to Fiscal Year 2007-2008, as provided in Section 8 hereof.

The percentage of the Note as evidenced and represented by the Series of Certificates to which a Credit Instrument, if any, applies (the "Secured Percentage") shall be (i) equal to 100%, if the size of the Credit Instrument is greater than or equal to the aggregate amount of principal of and interest on unpaid notes (or unpaid portions thereof) comprising such Series or (ii) equal to the amount of the Credit Instrument divided by the aggregate amount of unpaid principal of and interest on notes (or portions thereof), expressed as a percentage, if the size of the Credit Instrument is less than the aggregate amount of unpaid principal of and interest on notes (or unpaid portions thereof) as of the maturity date. Both the principal of and interest on the Note shall be payable in lawful money of the United States of America, but only upon surrender thereof, at the corporate trust office of U.S. Bank National Association in Los Angeles, California.

The principal amount of the Note shall, prior to the issuance thereof, be reduced from the Maximum Amount of Borrowing specified above if and to the extent necessary to obtain an approving legal opinion of Orrick, Herrington & Sutcliffe ("Bond Counsel") as to the legality thereof and the exclusion from gross income for federal tax purposes of interest thereon.

In the event the Board of Supervisors of the County fails or refuses to authorize the issuance of the Note within the time period specified in Section 53853 of the Act, following receipt of this Resolution, this Board hereby authorizes issuance of such Note, in the District's name, in one series, pursuant to the terms stated in this Section 2 and this Resolution. The Note shall be issued in conjunction with the note or notes of one or more other Issuers as part of the Program and within the meaning of Section 53853 of the Act.

Section 3. Form of Note. The Note shall be issued in fully registered form without coupons and shall be substantially in the form and substance set forth in Exhibit A, as attached hereto and by reference incorporated herein, the blanks in said form to be filled in with appropriate words and figures.

Section 4. Sale of Note; Delegation. Any one of the President or Chairperson of the Board, the Superintendent, the Assistant Superintendent for Business, the Assistant Superintendent for Administrative Services, the business manager, director of business or fiscal services or chief financial/business officer of the District, as the case may be, or, in the absence

of said officer, his or her duly appointed assistant (each an "Authorized Officer"), is hereby authorized and directed to negotiate with the Underwriter an interest rate on the Note to the stated maturity thereof, which shall not exceed twelve percent (12%) per annum, and the purchase price to be paid by the Underwriter for the Note, which purchase price shall be at a discount which when added to the District's share of the costs of issuance shall not be more than one percent (1%) of the Principal Amount of the Note. If such interest rate and price and other terms of the sale of the Note set out in the Pricing Confirmation are acceptable to said Authorized Officer, said Authorized Officer is hereby further authorized and directed to execute and deliver the pricing confirmation supplement to be delivered by the Underwriter to the District on a date within five (5) days, or such longer period of time as agreed by the Underwriter of said negotiation of interest rate and purchase price during the period from May 1, 2007 through March 1, 2008 (the "Pricing Confirmation"), substantially in the form presented to this meeting as Schedule I to the Certificate Purchase Agreement, with such changes therein as said Authorized Officer shall require or approve, and such other documents or certificates required to be executed and delivered thereunder or to consummate the transactions contemplated hereby or thereby, for and in the name and on behalf of the District, such approval by this Board and such officer to be conclusively evidenced by such execution and delivery. Any Authorized Officer is hereby further authorized to execute and deliver, prior to the execution and delivery of the Pricing Confirmation, the Certificate Purchase Agreement, substantially in the form presented to this meeting, with such changes therein as said officer shall require or approve, such approval to be conclusively evidenced by such execution and delivery; provided, however, that the Certificate Purchase Agreement shall not be effective and binding on the District until the execution and delivery of the Pricing Confirmation. Delivery of the Pricing Confirmation by fax or telecopy of an executed copy shall be deemed effective execution and delivery for all purposes. If requested by said Authorized Officer at his or her option, any duly authorized deputy or assistant of such Authorized Officer may approve said interest rate and price by execution of the Certificate Purchase Agreement and/or the Pricing Confirmation.

Section 5. Program Approval. The Note shall be combined with notes of other Issuers into a Series of Certificates as set forth in general terms in the Pricing Confirmation (which need not include specific information about such other notes or Issuers), and shall be marketed and sold simultaneously with such other notes of that Series of Certificates with such credit support (if any) referred to in the Pricing Confirmation, and shall be evidenced and represented by the Certificates which shall evidence and represent proportionate, undivided interests in the Note in the proportion that the face amount of the Note bears to the total aggregate face amount of the Note and the notes issued by other Issuers which the Series of Certificates represent. Such Certificates may be delivered in book-entry form.

The form of Trust Agreement and alternative general types and forms of Credit Agreements, if any, presented to this meeting are hereby approved, and each Authorized Officer is hereby authorized and directed to execute and deliver the Trust Agreement and a Credit Agreement, if applicable, which shall be identified in the Pricing Confirmation, in substantially one or more of said forms (a substantially final form of Credit Agreement delivered to such Authorized Officer concurrent with the Pricing Confirmation), with such changes therein as said officer shall require or approve, such approval of this Board and such officer to be conclusively evidenced by the execution of the Trust Agreement, Credit Agreement and Pricing Confirmation, respectively.

The form of the Preliminary Official Statement presented to this meeting is hereby approved, and the Underwriter is hereby authorized to distribute the Preliminary Official Statement in connection with the offering and sale of the Certificates. Each Authorized Officer is hereby authorized and directed to provide the Underwriter with such information relating to the District as the Underwriter shall reasonably request for inclusion in the Preliminary Official Statement. Upon inclusion of the information relating to the District therein, the Preliminary Official Statement shall be, except for certain omissions permitted by Rule 15c2-12 of the Securities Exchange Act of 1934, as amended (the "Rule"), deemed final within the meaning of the Rule; provided that no representation is made as to the information contained in the Preliminary Official Statement relating to the other Issuers or any Credit Provider, and the Authority is hereby authorized to certify on behalf of the District that the Preliminary Official Statement is, as of its date, deemed final within the meaning of the Rule. If, at any time prior to the execution of the Pricing Confirmation, any event occurs as a result of which the information contained in the Preliminary Official Statement relating to the District might include an untrue statement of a material fact or omit to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, the District shall promptly notify the Underwriter. The Authority is hereby authorized and directed, at or after the time of the sale of any Series of Certificates, for and in the name and on behalf of the District, to execute a final Official Statement in substantially the form of the Preliminary Official Statement presented to this meeting, with such additions thereto or changes therein as the Authority may approve, such approval to be conclusively evidenced by the execution and delivery thereof.

The Trustee is authorized and directed to execute Certificates on behalf of the District pursuant to the terms and conditions set forth in the Trust Agreement, in the aggregate principal amount specified in the Trust Agreement, and substantially in the form and otherwise containing the provisions set forth in the form of the Certificate contained in the Trust Agreement. When so executed, the Certificates shall be delivered by the Trustee to the Underwriter upon payment of the purchase price thereof, pursuant to the terms of the Trust Agreement and the Certificate Purchase Agreement.

Subject to Section 8 hereof, the District hereby agrees that if the Note as evidenced and represented by the Series of Certificates shall become a Defaulted Note, the unpaid portion thereof or the portion to which a Credit Instrument applies for which full reimbursement on a draw, payment or claim has not been made by the Maturity Date shall be deemed outstanding and shall not be deemed to be paid until (i) the Credit Provider providing a Credit Instrument with respect to the Series of Certificates, and therefore, if applicable, all or a portion of the District's Note, if any, has been reimbursed for any drawings or payments made under the Credit Instrument with respect to the Note, including interest accrued thereon, as provided therein and in the applicable Credit Agreement, and (ii) the holders of the Series of the Certificates which evidence and represent the Note are paid the full principal amount represented by the unsecured portion of the Note plus interest accrued thereon (calculated at the Default Rate) to the date of deposit of such aggregate required amount with the Trustee. For purposes of clause (ii) of the preceding sentence, holders of the Series of Certificates will be deemed to have received such principal amount upon deposit of such moneys with the Trustee.

The District agrees to pay or cause to be paid, in addition to the amounts payable under

the Note, any fees or expenses of the Trustee and, to the extent permitted by law, if the District's Note as evidenced and represented by the Series of Certificates is secured in whole or in part by a Credit Instrument, any Predefault Obligations and Reimbursement Obligations (to the extent not payable under the Note), (i) arising out of an "Event of Default" hereunder (or pursuant to Section 7 hereof) or (ii) arising out of any other event (other than an event arising solely as a result of or otherwise attributable to a default by any other Issuer). In the case described in (ii) above with respect to Predefault Obligations, the District shall owe only the percentage of such fees, expenses and Predefault Obligations equal to the ratio of the principal amount of its Note over the aggregate principal amounts of all notes, including the Note, of the Series of Certificates of which the Note is a part, at the time of original issuance of such Series of Certificates. Such additional amounts will be paid by the District within twenty-five (25) days of receipt by the District of a bill therefor from the Trustee.

Section 6 No Joint Obligation; Certificate Owners' Rights. The Note shall be marketed and sold simultaneously with the notes of other Issuers and shall be aggregated and combined with notes of other Issuers participating in the Program into a Series of Certificates evidencing and representing an interest in several, and not joint, obligations of each Issuer. The obligation of the District to Owners of Certificates is a several and not a joint obligation and is strictly limited to the District's repayment obligation under this Resolution, the resolution of the County providing for the issuance of the Note, if applicable, and the Note as evidenced and represented by such Series of Certificates.

Owners of Certificates, to the extent of their interest in the Note, shall be treated as owners of the Note and shall be entitled to all the rights and security thereof; including the right to enforce the obligations and covenants contained in this Resolution and the Note. The District hereby recognizes the right of the owners of the Certificates acting directly or through the Trustee to enforce the obligations and covenants contained in the Note, this Resolution and the Trust Agreement. The District shall be directly obligated to each owner of the Certificates for the principal and interest payments on the Note evidenced and represented by the Certificates without any right of counterclaim or offset arising out of any act or failure to act on the part of the Trustee.

Section 7 Disposition of Proceeds of the Note. The moneys received from the sale of the Note allocable to the District's share of the Costs of Issuance (as defined in the Trust Agreement) (which includes any issuance fees in connection with a Credit Instrument applicable to the Note, if any) shall be deposited in the Costs of Issuance Fund (as defined in the Trust Agreement) held and invested by the Trustee under the Trust Agreement and expended as directed by the Underwriter on Costs of Issuance as provided in the Trust Agreement.

The moneys received from the sale of the Note (net of the District's share of the Costs of Issuance) is hereby designated the "Deposit to Proceeds Subaccount" and shall be deposited in the District's Proceeds Subaccount hereby authorized to be created pursuant to, and held and invested by the Trustee under, the Trust Agreement for the District and said moneys may be used and expended by the District for any purpose for which it is authorized to expend funds upon requisition from the Proceeds Subaccount as specified in the Trust Agreement. The Pricing Confirmation shall set forth the amount of the Deposit to Proceeds Subaccount. The Authorized Officer is hereby authorized to approve the amount of such Deposit to Proceeds Subaccount.

“Net Proceeds” means the Principal Amount of the Note net of the District’s share of the Costs of Issuance. Subject to Section 8, the District hereby covenants and agrees to replenish amounts on deposit in its Proceeds Subaccount to the extent practicable from any source of available funds up to an amount equal to the unreplenished withdrawals from such Proceeds Subaccount.

The Trustee shall transfer to the Payment Account (hereinafter defined) of the District from amounts on deposit in the Proceeds Subaccount on the first day of each Repayment Month (as defined hereinafter) designated in the Pricing Confirmation, amounts which, taking into consideration anticipated earnings thereon to be received by the Maturity Date, are equal to the percentages of the principal and interest due with respect to the Note at maturity for the corresponding Repayment Month set forth in the Pricing Confirmation; provided, however, that on the twentieth day of the next to last Repayment Month designated in such Pricing Confirmation (or, if only one Repayment Month is applicable, on the twentieth day of the month preceding the Repayment Month designated in such Pricing Confirmation), the Trustee shall transfer all remaining amounts in the Proceeds Subaccount to the Payment Account all as and to the extent provided in the Trust Agreement; provided, however, that with respect to the transfer in any such Repayment Month (or month preceding a single Repayment Month), if said amount in the Proceeds Subaccount is less than the corresponding percentage set forth in the Pricing Confirmation of the principal and interest due with respect to the Note at maturity, the Trustee shall transfer to the related Payment Account of the District all amounts on deposit in the Proceeds Subaccount on the twentieth day of such Repayment Month (or month preceding a single Repayment Month).

In the event either (A) the Principal Amount of the Note, together with the aggregate amount of all tax-exempt obligations (including any tax-exempt leases, but excluding private activity bonds), issued and reasonably expected to be issued by the District (and all subordinate entities of the District) during the calendar year in which the Note is issued, will, at the time of the issuance of the Note (as indicated in the certificate of the District executed as of the date of issuance of the Note (the “District Certificate”)), exceed fifteen million dollars (\$15,000,000), or (B) the Principal Amount of the Note, together with the aggregate amount of all tax-exempt obligations not used to finance school construction (including any tax-exempt leases, but excluding private activity bonds), issued and reasonably expected to be issued by the District (and all subordinate entities of the District) during the calendar year in which the Note is issued, will, at the time of the issuance of the Note (as indicated in the District Certificate), exceed five million dollars (\$5,000,000), the following paragraph will apply. In such case, the District shall be deemed a “Safe Harbor Issuer” with respect to the Note.

Amounts in the Proceeds Subaccount of the District and attributable to cash flow borrowing shall be withdrawn and expended by the District for any purpose for which the District is authorized to expend funds from the general fund of the District, but, with respect to general fund expenditures, only to the extent that on the date of any withdrawal no other funds are available for such purposes without legislation or judicial action or without a legislative, judicial or contractual requirement that such funds be reimbursed. If on no date that is within six months from the date of issuance of the Note, the balance in the related Proceeds Subaccount attributable to cash flow borrowing and treated for federal tax purposes as proceeds of the Note is low enough so that the amounts in the Proceeds Subaccount qualify for an exception from the rebate requirements (the “Rebate Requirements”) of Section 148 of the Internal Revenue Code of

1986 (the "Code"), the District shall promptly notify the Trustee in writing and, to the extent of its power and authority, comply with instructions from Orrick, Herrington & Sutcliffe LLP, Bond Counsel, supplied to it by the Trustee as the means of satisfying the Rebate Requirements.

Section 8 Source of Payment. (A) The principal amount of the Note, together with the interest thereon, shall be payable from taxes, income, revenue (including, but not limited to, revenue from the state and federal governments), cash receipts and other moneys which are received by the District for the general fund and, if so indicated in the Pricing Confirmation, the capital fund and/or special revenue fund (if applicable) of the District and are attributable to Fiscal Year 2007-2008 and which are available for payment thereof. As security for the payment of the principal of and interest on the Note, the District hereby pledges certain unrestricted revenues (as hereinafter defined) which are received by the District for the general fund, and capital fund and/or special revenue fund (if applicable), of the District and are attributable to Fiscal Year 2007-2008, and the principal of the Note and the interest thereon shall constitute a first lien and charge thereon and shall be payable from the first moneys received by the District from such pledged revenues, and, to the extent not so paid, shall be paid from any other taxes, income, revenue, cash receipts and other moneys of the District lawfully available therefor (all as provided for in Sections 53856 and 53857 of the Act). In order to effect this pledge, the District agrees to the establishment and maintenance of the Payment Account as a special fund of the District (the "Payment Account") by the Trustee under the Trust Agreement as the responsible agent to maintain such fund until the payment of the principal of the Note and the interest thereon, and the District agrees to cause to be deposited (and shall request specific amounts from the District's funds on deposit with the County Treasurer for such purpose) directly therein the first amounts received in the months specified in the Pricing Confirmation as sequentially numbered Repayment Months (each individual month a "Repayment Month" and collectively "Repayment Months") (and any amounts received thereafter attributable to Fiscal Year 2007-2008) until the amount on deposit in such fund, taking into consideration anticipated investment earnings thereon to be received by the Maturity Date (as set forth in a certificate from the Underwriter to the Trustee), is equal in the respective Repayment Months identified in the Pricing Confirmation to the percentages of the principal of and interest due on the Note at maturity as specified in the Pricing Confirmation. The number of Repayment Months determined in the Pricing Confirmation shall not exceed six (6) and the amount of new money required to be deposited in any one Repayment Month (if there are more than two Repayment Months) as determined in the Pricing Confirmation shall not exceed fifty percent (50%) of the principal and interest due on the Note at maturity (such pledged amounts being hereinafter called the "Pledged Revenues"). The Authorized Officer is hereby authorized to approve the determination of the Repayment Months and percentages of the principal and interest due on the Note at maturity required to be on deposit in the Payment Account in each Repayment Month, all as specified in the Pricing Confirmation, by executing and delivering the Pricing Confirmation, such execution and delivery to be conclusive evidence of approval by this Board and such officer. In the event that on the tenth Business Day (as defined in the Trust Agreement) of each such Repayment Month, the District has not received sufficient unrestricted revenues to permit the deposit into the Payment Account of the full amount of Pledged Revenues to be deposited in the Payment Account from said unrestricted revenues in said month, then the amount of any deficiency shall be satisfied and made up from any other moneys of the District lawfully available for the payment of the principal of the Note and the interest thereon, as and when such other moneys are received or are otherwise legally available. The term "unrestricted revenues"

shall mean all taxes, income, revenue (including, but not limited to, revenue from the state and federal governments), cash receipts, and other moneys, intended as receipts for the general fund and capital fund and/or special revenue fund (if applicable) of the District attributable to Fiscal Year 2007-2008 of the District and which are generally available for the payment of current expenses and other obligations of the District.

(B) Any moneys placed in the Payment Account shall be for the benefit of the owner of the Note and (to the extent provided in the Trust Agreement) the Credit Provider, if any. The moneys in the Payment Account shall be applied only for the purposes for which the Payment Account is created until the principal of the Note and all interest thereon are paid or until provision has been made for the payment of the principal of the Note at maturity with interest to maturity (in accordance with the requirements for defeasance of the Certificates as set forth in the Trust Agreement) and (to the extent provided in the Trust Agreement), if applicable, the payment of all Predefault Obligations and Reimbursement Obligations owing to the Credit Provider.

(C) On any interest payment date (if different from the Maturity Date) and on the Maturity Date of the Note, the moneys in the Payment Account shall be transferred by the Trustee, to the extent necessary, to pay the principal of and interest on the Note or to reimburse the Credit Provider for payments made under or pursuant to the Credit Instrument. In the event that moneys in the Payment Account are insufficient to pay, in the case of an interest payment date, the interest, and in the case of the Maturity Date, the principal of and interest on the Note in full, moneys in the Payment Account shall be applied in the following priority: first to pay interest on the Note; second to pay principal of the Note; third to reimburse the Credit Provider for payment of interest, if any, on the Note; fourth to reimburse the Credit Provider for payment of principal, if any, of the Note; and fifth to pay any Reimbursement Obligations of the District and any of the District's pro rata share of Predefault Obligations owing to the Credit Provider. Any moneys remaining in or accruing to the Payment Account after the principal of the Note and the interest thereon and any Predefault Obligations and Reimbursement Obligations, if applicable, have been paid, or provision for such payment has been made, shall be transferred by the Trustee to the District, subject to any other disposition required by the Trust Agreement.

(D) Moneys in the Proceeds Subaccount and the Payment Account shall be invested by the Trustee pursuant to the Trust Agreement in the Investment Agreement (as defined in the Trust Agreement) and other Permitted Investments (as defined in the Trust Agreement) as described in and under the terms of the Trust Agreement, and as designated in the Pricing Confirmation; provided, however, that the portion of the Note designated in the Pricing Confirmation as the Special Capital Portion of the Note, if any, shall not be invested the Investment Agreement by the Trustee. The type of investments to be applicable to the proceeds of the Note shall be determined by the District as designated in the Pricing Confirmation. In the event the District designates an investment agreement or investment agreements as investments, the District hereby appoints the bidding agent designated in the Pricing Confirmation (the "Bidding Agent") as its designee as a party authorized to solicit bids on or negotiate the terms of, the investment agreement or investment agreements. The District hereby directs the Trustee to invest such funds pursuant to such investment agreement or investment agreements (which shall be with a provider or providers rated in one of the two highest long-term rating categories by the rating agency or agencies then rating the applicable Series of Certificates (the "Rating Agency")

and acceptable to the corresponding Credit Provider and the particulars of which pertaining to interest rate or rates and investment provider or providers will be set forth in the Pricing Confirmation) and authorizes the Trustee to enter into such investment agreement or investment agreements on behalf of the District. The Bidding Agent, on behalf of itself and any investment broker retained by it, is authorized to accept a fee from the investment provider in an amount not in excess of the present value of annual payments equal to 5/100th of a percent of the weighted average amount reasonably expected to be invested each year of the term of the investment agreement. The District's funds shall be accounted for separately and the obligation of the provider or providers of such investment agreement or investment agreements with respect to the District under such investment agreement or investment agreements shall be severable. Any such investment by the Trustee shall be for the account and risk of the District and the District shall not be deemed to be relieved of any of its obligations with respect to the Note, the Predefault Obligations or Reimbursement Obligations, if any, by reason of such investment of the moneys in its Proceeds Subaccount and Payment Account.

If, as of the first Business Day (as defined in the Trust Agreement) of each month, beginning in the month designated in Section 3.03 of the Trust Agreement, the total amount on deposit in the District's Payment Account and Proceeds Subaccount, taking into consideration anticipated earnings thereon to the Maturity Date of the Note, is less than the amount required to be on deposit in the Payment Account in such month (as specified in the Pricing Confirmation) and any outstanding Predefault Obligations and Reimbursement Obligations (if any), the District shall promptly file with the Trustee, and the Credit Provider, if any, a Financial Report and on the tenth Business Day of such month, if applicable, a Deficiency Report in substantially the forms set forth as Exhibits C and D to the Trust Agreement and shall provide such other information as the Credit Provider shall reasonably request. In the event of such deficiency, the District shall have no further right to requisition any moneys from the Proceeds Subaccount.

Notwithstanding any other investment policy of the District heretofore or hereafter adopted, the investment policy of the District pertaining to the Note and all funds and accounts established in connection therewith shall be consistent with, and the Board hereby authorizes investment in, the Permitted Investments. Any investment policy adopted by the Board hereafter in contravention of the foregoing shall be deemed to modify the authorization contained herein only if it shall specifically reference this Resolution and Section.

Section 9 Execution of Note. Any one of the Treasurer of the County, or, in the absence of said officer, his or her duly appointed assistant, the Chairperson of the Board of Supervisors of the County or the Auditor (or comparable financial officer) of the County shall be authorized to execute the Note issued hereunder by manual or facsimile signature and the Clerk of the Board of Supervisors of the County or any Deputy Clerk shall be authorized to countersign the Note by manual or facsimile signature and to affix the seal of the County to the Note either manually or by facsimile impression thereof. In the event the Board of Supervisors of the County fails or refuses to authorize issuance of the Note as referenced in Section 2 hereof, any one of the President or Chair of the governing board of the District or any other member of such board shall be authorized to execute the Note by manual or facsimile signature and the Secretary or Clerk of the governing board of the District, the Superintendent of the District, the Assistant Superintendent for Business, the Assistant Superintendent for Administrative Services, the business manager, director of business or fiscal services or chief financial/business officer of the

District, as the case may be, or any duly appointed assistant thereto, shall be authorized to countersign the Note by manual or facsimile signature. Said officers of the County or the District, as applicable, are hereby authorized to cause the blank spaces of the Note to be filled in as may be appropriate pursuant to the Pricing Confirmation. Said officers are hereby authorized and directed to cause the Trustee, as registrar and authenticating agent, to authenticate and accept delivery of the Note pursuant to the terms and conditions of the Certificate Purchase Agreement, this Resolution and the Trust Agreement. In case any officer whose signature shall appear on the Note shall cease to be such officer before the delivery of the Note, such signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery. The Note shall have thereon a certificate of authentication substantially in the form hereinafter set forth duly executed by the Trustee and showing the date of authentication. The Note shall not be valid or obligatory for any purpose or be entitled to any security or benefit under this Resolution unless and until such certificate of authentication shall have been duly executed by the Trustee by manual signature, and such certificate of authentication upon the Note shall be conclusive evidence that such has been authenticated and delivered under this Resolution. The certificate of authentication on the Note shall be deemed to have been executed by the Trustee if signed by an authorized officer of the Trustee. The Note need not bear the seal of the District, if any.

Section 10. Note Registration and Transfer. (A) As long as the Note remains outstanding, the District shall maintain and keep at the principal corporate trust office of the Trustee, books for the registration and transfer of the Note. The Note shall initially be registered in the name of the Trustee as trustee under the Trust Agreement. Upon surrender of the Note for transfer at the office of the Trustee with a written instrument of transfer satisfactory to the Trustee, duly executed by the registered owner or its duly authorized attorney, and upon payment of any tax, fee or other governmental charge required to be paid with respect to such transfer, the County or the District, as applicable, shall execute and the Trustee shall authenticate and deliver, in the name of the designated transferee, a fully registered Note. For every transfer of the Note, the County, the District or the Trustee may make a charge sufficient to reimburse it for any tax, fee or other governmental charge required to be paid with respect to the transfer, which sum or sums shall be paid by the person requesting such transfer as a condition precedent to the exercise of the privilege of making such transfer.

(B) Subject to Section 6 hereof, the County, the District and the Trustee and their respective successors may deem and treat the person in whose name the Note is registered as the absolute owner thereof for all purposes, and the County, the District and the Trustee and their respective successors shall not be affected by any notice to the contrary, and payment of or on account of the principal of such Note shall be made only to or upon the order of the registered owner thereof. All such payments shall be valid and effectual to satisfy and discharge the liability upon the Note to the extent of the sum or sums so paid.

(C) The Note may, in accordance with its terms, be transferred upon the books required to be kept by the Trustee pursuant to the provisions hereof by the person in whose name it is registered, in person or by his duly authorized attorney, upon surrender of the Note for cancellation, accompanied by delivery of a written instrument of transfer, duly executed in form approved by the Trustee.

(D) The Trustee will keep or cause to be kept, at its principal corporate trust office, sufficient books for the registration and transfer of the Note, which shall be open to inspection by the County and the District during regular business hours. Upon presentation for such purpose, the Trustee shall, under such reasonable regulations as it may prescribe, register or transfer or cause to be registered or transferred, on such books, the Note as hereinbefore provided.

(E) If any Note shall become mutilated, the County or the District, as applicable, at the expense of the registered owner of such Note, shall execute, and the Trustee shall thereupon authenticate and deliver a new Note of like tenor and number in exchange and substitution for the Note so mutilated, but only upon surrender to the Trustee of the Note so mutilated. Every mutilated Note so surrendered to the Trustee shall be cancelled by it and delivered to, or upon the order of the County or the District, as applicable. If any Note shall be lost, destroyed or stolen, evidence of such loss, destruction or theft may be submitted to the County, the District and the Trustee and, if such evidence be satisfactory to them and indemnity satisfactory to them shall be given, the County or the District, as applicable, at the expense of the registered owner, shall execute, and the Trustee shall thereupon authenticate and deliver a new Note of like tenor and number in lieu of and in substitution for the Note so lost, destroyed or stolen (or if any such Note shall have matured (as of the latest maturity date indicated on the face thereof) or shall be about to mature (as of the latest maturity date indicated on the face thereof), instead of issuing a substitute Note, the Trustee may pay the same without surrender thereof). The Trustee may require payment of a sum not exceeding the actual cost of preparing each new Note issued pursuant to this paragraph and of the expenses which may be incurred by the County or the District, as applicable, and the Trustee in such preparation. Any Note issued under these provisions in lieu of any Note alleged to be lost, destroyed or stolen shall constitute an original additional contractual obligation on the part of the County (on behalf of the District) or on the part of the District, as applicable, whether or not the Note so alleged to be lost, destroyed or stolen be at any time enforceable by anyone, and shall be entitled to the benefits of this Resolution with all other Notes secured by this Resolution.

Section 11. Covenants Regarding Transfer of Funds. It is hereby covenanted and warranted by the District that it will not request the County Treasurer to make temporary transfers of funds in the custody of the County Treasurer to meet any obligations of the District during Fiscal Year 2007-2008 pursuant to Article XVI, Section 6 of the Constitution of the State of California.

Section 12. Representations and Covenants.

(A) The District is a political subdivision duly organized and existing under and by virtue of the laws of the State of California and has all necessary power and authority to (i) adopt this Resolution and any supplement hereto, and enter into and perform its obligations under the Certificate Purchase Agreement, (ii) authorize the County to issue the Note on its behalf or, if applicable, issue the Note, and (iii) accept its obligations under the Credit Agreement(s).

(B) (i) Upon the issuance of the Note, the District will have taken all action required to be taken by it to authorize the issuance and delivery of the Note and the performance of its obligations thereunder, (ii) the District has full legal right, power and authority to request the County to issue and deliver the Note on behalf of the District and to perform its obligations as

provided herein and therein, (iii) if applicable, the District has full legal right, power and authority to issue and deliver the Note and accept its obligations under the Credit Agreement(s).

(C) The issuance of the Note, the adoption of this Resolution, the acceptance of the District's obligations under the Credit Agreement(s) and the execution and delivery of the Certificate Purchase Agreement, the Trust Agreement and the Credit Agreement(s), if applicable, and compliance with the provisions hereof and thereof will not conflict with, breach or violate any law, administrative regulation, court decree, resolution, charter, by-laws or other agreement to which the District is subject or by which it is bound.

(D) Except as may be required under blue sky or other securities law of any state or Section 3(a)(2) of the Securities Act of 1933, there is no consent, approval, authorization or other order of, or filing with, or certification by, any regulatory authority having jurisdiction over the District required for the issuance and sale of the Note or the consummation by the District of the other transactions contemplated by this Resolution except those the District shall obtain or perform prior to or upon the issuance of the Note.

(E) The District has (or will have prior to the issuance of the Note) duly, regularly and properly adopted a budget for Fiscal Year 2007-2008 setting forth expected revenues and expenditures and has (or will have prior to the issuance of the Note) complied with all statutory and regulatory requirements with respect to the adoption of such budget. The District hereby covenants that it will (i) duly, regularly and properly prepare and adopt its revised or final budget for Fiscal Year 2007-2008, (ii) provide to the Trustee, the Credit Provider(s), if any, and the Underwriter, promptly upon adoption, copies of such revised or final budget and of any subsequent revisions, modifications or amendments thereto and (iii) comply with all applicable law pertaining to its budget.

(F) The Principal Amount of the District's Note issued hereunder plus the interest payable thereon, on the date of issuance of the Note, will not exceed fifty percent (50%) of the estimated amounts of the District's uncollected taxes, income, revenue (including, but not limited to, revenue from the state and federal governments), cash receipts, and other moneys to be received by the District for the general fund and, if applicable, capital fund and/or special revenue fund of the District attributable to Fiscal Year 2007-2008 all of which will be legally available to pay principal of and interest on the Note.

(G) The County has experienced an ad valorem property tax collection rate of not less than eighty-five percent (85%) of the average aggregate amount of ad valorem property taxes levied within the District in each of the five fiscal years from Fiscal Year 2001-2002 through Fiscal Year 2005-2006, and the District, as of the date of adoption of this Resolution and on the date of issuance of the Note, reasonably expects the County to have collected and to collect at least eighty-five percent (85%) of such amount for Fiscal Years 2006-2007 and 2007-2008, respectively.

(H) The District (i) has not defaulted within the past twenty (20) years, and is not currently in default, on any debt obligation, (ii) to the best knowledge of the District, has never defaulted on any debt obligation, and (iii) has never filed a petition in bankruptcy.

(I) The District's most recent audited financial statements present fairly the financial condition of the District as of the date thereof and the results of operation for the period covered thereby. Except as has been disclosed to the Underwriter and the Credit Provider(s), if any, there has been no change in the financial condition of the District since the date of such audited financial statements that will in the reasonable opinion of the District materially impair its ability to perform its obligations under this Resolution and the Note. The District agrees to furnish to the Underwriter, the Trustee and the Credit Provider(s), if any, promptly, from time to time, such information regarding the operations, financial condition and property of the District as such party may reasonably request, including the Financial Report and Deficiency Report, if appropriate, appearing as Exhibits C and D to the Trust Agreement.

(J) There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, arbitrator, governmental or other board, body or official, pending or, to the best knowledge of the District, threatened against or affecting the District questioning the validity of any proceeding taken or to be taken by the District in connection with the Note, the Certificate Purchase Agreement, the Trust Agreement, the Credit Agreement(s), if any, or this Resolution, or seeking to prohibit, restrain or enjoin the execution, delivery or performance by the District of any of the foregoing, or wherein an unfavorable decision, ruling or finding would have a materially adverse effect on the District's financial condition or results of operations or on the ability of the District to conduct its activities as presently conducted or as proposed or contemplated to be conducted, or would materially adversely affect the validity or enforceability of, or the authority or ability of the District to perform its obligations under, the Note, the Certificate Purchase Agreement, the Trust Agreement, the Credit Agreement(s), if any, or this Resolution.

(K) The District will not directly or indirectly amend, supplement, repeal, or waive any portion of this Resolution (i) without the consents of the Credit Provider(s), if any, or (ii) in any way that would materially adversely affect the interests of any holder or Owner of the Note or the Certificates.

(L) Upon issuance of the Note, the Note, this Resolution and the District's acceptance of its obligations under the corresponding Credit Agreement, will constitute legal, valid and binding agreements of the District, enforceable in accordance with their respective terms, except as such enforceability may be limited by bankruptcy or other laws affecting creditors' rights generally, the application of equitable principles if equitable remedies are sought, the exercise of judicial discretion in appropriate cases and the limitations on legal remedies against school districts, community college districts and county boards of education, as applicable, in the State of California.

(M) It is hereby covenanted and warranted by the District that all representations and recitals contained in this Resolution are true and correct, and that the District and its appropriate officials have duly taken, or will take, all proceedings necessary to be taken by them, if any, for the levy, receipt, collection and enforcement of the Pledged Revenues in accordance with law for carrying out the provisions of this Resolution and the Note.

(N) The District shall not incur any indebtedness that is not issued in connection with the Program under this Resolution and that is secured by a pledge of its unrestricted revenues unless such pledge is subordinate in all respects to the pledge of unrestricted revenues hereunder.

(O) So long as the Credit Provider is not in default under the corresponding Credit Instrument, the District hereby agrees to pay its pro rata share of all Predefault Obligations and all Reimbursement Obligations attributable to the District in accordance with provisions of the applicable Credit Agreement, if any, and the Trust Agreement. Prior to the Maturity Date, moneys in the District's Payment Account shall not be used to make such payments. The District shall pay such amounts promptly upon receipt of notice from the Credit Provider, if any, that such amounts are due to it by instructing the Trustee to pay such amounts to the Credit Provider on the District's behalf by remitting to the Credit Provider moneys held by the Trustee for the District and then available for such purpose under the Trust Agreement. If such moneys held by the Trustee are insufficient to pay the District's pro rata share of such Predefault Obligations and all Reimbursement Obligations attributable to the District (if any), the District shall pay the amount of the deficiency to the Trustee for remittance to the Credit Provider.

(P) So long as any Certificates issued in connection with the Note are Outstanding, or any Predefault Obligation or Reimbursement Obligation is outstanding, the District will not create or suffer to be created any pledge of or lien on the Note other than the pledge and lien of the Trust Agreement.

(Q) As of the date of adoption of this Resolution, based on the most recent report prepared by the Superintendent of Public Instruction of the State of California, the District does not have a negative certification (or except as disclosed in writing to the Credit Provider(s), if any, a qualified certification) applicable to the fiscal year ending June 30, 2007 (the "Fiscal Year 2006-2007") within the meaning of Section 42133 of the Education Code of the State of California. The District covenants that it will immediately deliver a written notice to the Authority, Underwriter, the Credit Provider(s), if any, and Bond Counsel if it (or, in the case of County Boards of Education, the County Superintendent of Schools) files with the County Superintendent of Schools, the County Board of Education or the State Superintendent of Public Instruction or receives from the County Superintendent of Schools or the State Superintendent of Public Instruction a qualified or negative certification applicable to Fiscal Year 2006-2007 or Fiscal Year 2007-2008 prior to the respective Closing Date referenced in the Pricing Confirmation or the Maturity Date of the Note.

(R) To the extent required by law and by the State Superintendent of Public Instruction, the District fully funded its Reserve for Economic Uncertainties for Fiscal Year 2006-2007 and will fully fund its Reserve for Economic Uncertainties for Fiscal Year 2007-2008.

(S) The District will maintain a positive general fund balance in Fiscal Year 2007-2008.

(T) The District will maintain an investment policy consistent with the policy set forth in Section 8.

(U) The District covenants that it will immediately deliver a written notice to the Authority, the Underwriter, the Credit Provider(s), if any, and Bond Counsel upon the occurrence of any event which constitutes an Event of Default hereunder or would constitute an Event of Default but for the requirement that notice be given, or time elapse, or both.

Section 13. Tax Covenants. (A) The District will not take any action or fail to take any action if such action or failure to take such action would adversely affect the exclusion from gross income of the interest payable on the Note under Section 103 of the Internal Revenue Code of 1986 (the "Code"). Without limiting the generality of the foregoing, the District will not make any use of the proceeds of the Note or any other funds of the District which would cause the Note to be an "arbitrage bond" within the meaning of Section 148 of the Code, a "private activity bond" within the meaning of Section 141(a) of the Code, or an obligation the interest on which is subject to federal income taxation because it is "federally guaranteed" as provided in Section 149(b) of the Code. The District, with respect to the proceeds of the Note, will comply with all requirements of such sections of the Code and all regulations of the United States Department of the Treasury issued or applicable thereunder to the extent that such requirements are, at the time, applicable and in effect.

(B) In the event the District is deemed a Safe Harbor Issuer (as defined in Section 7), this paragraph (B) shall apply. The District covenants that it shall make all calculations in a reasonable and prudent fashion relating to any rebate of excess investment earnings on the proceeds of the Note due to the United States Treasury, shall segregate and set aside from lawfully available sources the amount such calculations may indicate may be required to be paid to the United States Treasury, and shall otherwise at all times do and perform all acts and things necessary and within its power and authority, including complying with the instructions of Orrick, Herrington & Sutcliffe LLP, Bond Counsel referred to in Section 7 hereof to assure compliance with the Rebate Requirements. If the balance in the Proceeds Subaccount attributed to cash flow borrowing and treated for federal tax purposes as proceeds of the Note is not low enough to qualify amounts in the Proceeds Subaccount attributed to cash flow borrowing for an exception to the Rebate Requirements on at least one date within the six month period following the date of issuance of the Note (calculated in accordance with Section 7), the District will reasonably and prudently calculate the amount, if any, of investment profits which must be rebated to the United States and will immediately set aside, from revenues attributable to the Fiscal Year 2007-2008 or, to the extent not available from such revenues, from any other moneys lawfully available, the amount of any such rebate in the Rebate Fund referred to in this Section 13(B). In addition, in such event, the District shall establish and maintain with the Trustee a fund separate from any other fund established and maintained hereunder and under the Trust Agreement designated as the "2007-2008 Tax and Revenue Anticipation Note Rebate Fund" or such other name as the Trust Agreement may designate. There shall be deposited in such Rebate Fund such amounts as are required to be deposited therein in accordance with the written instructions from Bond Counsel pursuant to Section 7 hereof.

(C) Notwithstanding any other provision of this Resolution to the contrary, upon the District's failure to observe, or refusal to comply with, the covenants contained in this Section 13, no one other than the holders or former holders of the Note or Certificate Owners, the Credit Provider(s), if any, or the Trustee on their behalf shall be entitled to exercise any right

or remedy under this Resolution on the basis of the District's failure to observe, or refusal to comply with, such covenants.

(D) The covenants contained in this Section 13 shall survive the payment of the Note.

Section 14. Events of Default and Remedies.

If any of the following events occurs, it is hereby defined as and declared to be and to constitute an "Event of Default":

(A) Failure by the District to make or cause to be made the deposits to the Payment Account required to be made hereunder on or before the fifteenth (15th) day after the date on which such deposit is due and payable, or failure by the District to make or cause to be made any other payment required to be paid hereunder on or before the date on which such payment is due and payable;

(B) Failure by the District to observe and perform any covenant, condition or agreement on its part to be observed or performed under this Resolution, for a period of fifteen (15) days after written notice, specifying such failure and requesting that it be remedied, is given to the District by the Trustee or any Credit Provider, if applicable, unless the Trustee and such Credit Provider shall all agree in writing to an extension of such time prior to its expiration;

(C) Any warranty, representation or other statement by or on behalf of the District contained in this Resolution or the Certificate Purchase Agreement (including the Pricing Confirmation) or the Credit Agreement(s) (if and as applicable) or in any requisition or any Financial Report or Deficiency Report delivered by the District or in any instrument furnished in compliance with or in reference to this Resolution or the Certificate Purchase Agreement or the Credit Agreement(s) (if and as applicable) or in connection with the Note, is false or misleading in any material respect;

(D) Any event of default constituting a payment default occurs in connection with any other bonds, notes or other outstanding debt of the District;

(E) A petition is filed against the District under any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction, whether now or hereafter in effect and is not dismissed within 30 days after such filing, but the Trustee shall have the right to intervene in the proceedings prior to the expiration of such 30 days to protect its and the Certificate Owners' (or Noteholders') interests;

(F) The District files a petition in voluntary bankruptcy or seeking relief under any provision of any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction, whether now or hereafter in effect, or consents to the filing of any petition against it under such law;

(G) The District admits insolvency or bankruptcy or is generally not paying its debts as such debts become due, or becomes insolvent or bankrupt or makes an

assignment for the benefit of creditors, or a custodian (including without limitation a receiver, liquidator or trustee) of the District or any of its property is appointed by court order or appointed by the State Superintendent of Public Instruction or takes possession thereof and such order remains in effect or such possession continues for more than 30 days, but the Trustee shall have the right to intervene in the proceedings prior to the expiration of such 30 days to protect its and the Certificate Owners' or Noteholders' interests; and

(H) An "Event of Default" under the terms of the resolution, if any, of the County providing for the issuance of the Note.

Whenever any Event of Default referred to in this Section 14 shall have happened and be continuing, the Trustee shall, in addition to any other remedies provided herein or by law or under the Trust Agreement, have the right, at its option without any further demand or notice, to take one or any combination of the following remedial steps:

(1) Without declaring the Note to be immediately due and payable, require the District to pay to the Trustee, for deposit into the Payment Account of the District under the Trust Agreement an amount equal to the principal of the Note and interest thereon to maturity plus all other amounts due hereunder, and upon notice to the District the same shall become immediately due and payable by the District without further notice or demand; and

(2) Take whatever other action at law or in equity (except for acceleration of payment on the Note) which may appear necessary or desirable to collect the amounts then due and thereafter to become due hereunder or to enforce any other of its rights hereunder.

Notwithstanding the foregoing, and subject to the terms of the Trust Agreement concerning exercise of remedies which shall control if inconsistent with the following, if the Note is secured in whole or in part by a Credit Instrument or if a Credit Provider is subrogated to rights under the Note, as long as the Credit Provider has not failed to comply with its payment obligations under the Credit Instrument, the Credit Provider shall have the right to direct the remedies upon any Event of Default hereunder so long as such action will not materially adversely affect the rights of any Certificate Owner, and the Credit Provider's prior consent shall be required to any remedial action proposed to be taken by the Trustee hereunder, except that nothing contained herein shall affect or impair the right of action of any Owner of a Certificate to institute suit directly against the District to enforce payment of the obligations evidenced and represented by such Owner's Certificate.

If the Credit Provider is not reimbursed on any interest payment date of the Note for the drawing, payment or claim, as applicable, used to pay principal of and interest on the Note due to a default in payment on the Note by the District, as provided in Section 5.03 of the Trust Agreement or if any principal of or interest on the Note remains unpaid after the Maturity Date of the Note, the Note shall be a Defaulted Note, the unpaid principal of and interest on thereof or the portion thereof to which a Credit Instrument applies for which reimbursement on a draw, payment or claim has not been made shall be deemed outstanding and shall bear interest at the

Default Rate until the District's obligation on the Defaulted Note is paid in full or payment is duly provided for, all subject to Section 8 hereof.

Section 15. Trustee. The Trustee is hereby appointed as paying agent, registrar and authenticating agent for the Note. The District hereby directs and authorizes the payment by the Trustee of the interest on and principal of the Note when such become due and payable, from the Payment Account held by the Trustee in the name of the District in the manner set forth herein. The District hereby covenants to deposit funds in the Payment Account at the times and in the amounts specified herein to provide sufficient moneys to pay the principal of and interest on the Note on the day on which the Note matures. Payment of the Note shall be in accordance with the terms of the Note and this Resolution.

The District hereby agrees to maintain the Trustee under the Trust Agreement as paying agent, registrar and authenticating agent of the Note.

The District further agrees to indemnify, to the extent permitted by law and without making any representation as to the enforceability of this covenant, and save the Trustee, its directors, officers, employees and agents harmless against any liabilities which it may incur in the exercise and performance of its powers and duties under the Trust Agreement, including but not limited to costs and expenses incurred in defending against any claim or liability, which are not due to its negligence or default.

Section 16 Sale of Note. The Note as evidenced and represented by the Series of Certificates shall be sold to the Underwriter, in accordance with the terms of the Certificate Purchase Agreement, hereinbefore approved.

Section 17 Appointment of Professionals. Orrick, Herrington & Sutcliffe LLP is hereby appointed Bond Counsel for the Series of Certificates and the Program, and Piper Jaffray & Co. and George K. Baum & Company are hereby appointed underwriters for the Series of Certificates and the Program. Kutak Rock LLP is hereby appointed as special counsel to the District.

Section 18 Form 8038-G. Any Authorized Officer is hereby authorized to execute and deliver any Information Return for Tax-Exempt Governmental Obligations, Form 8038-G of the Internal Revenue Service ("Form 8038-G"), in connection with the issuance of the Note and the related Series of Certificates. To the extent permitted by law, the Authority, the Trustee, the Underwriter and Bond Counsel are each hereby authorized to execute and deliver any Form 8038-G for and on behalf of the District in connection with the issuance of the Note and the related Series of Certificates, as directed by an Authorized Officer of the District.

Section 19. Continuing Disclosure Undertaking.

(A) The District covenants, for the sole benefit of the Owners of the Series of Certificates which evidence and represent the Note (and, to the extent specified in this Section 19, the beneficial owners thereof), that the District shall provide in a timely manner, through the Trustee acting as dissemination agent (the "Dissemination Agent") to each nationally recognized municipal securities information repository or to the Municipal Securities Rulemaking Board, and to any State of California information depository, notice of any of the following events with

respect to the District's outstanding Note, if material (each a "Listed Event"): (1) principal and interest payment delinquencies on the Note and the related Series of Certificates; (2) non-payment related defaults; (3) modifications to rights of Owners and beneficial owners of the Series of Certificates which evidence and represent the Note; (4) optional, contingent or unscheduled bond calls; (5) defeasances; (6) rating changes; (7) adverse tax opinions or events affecting the tax-exempt status of the Note and the related Series of Certificates; (8) unscheduled draws on debt service reserves reflecting financial difficulties; (9) unscheduled draws on the credit enhancement reflecting financial difficulties; (10) substitution of credit or liquidity providers, or their failure to perform; and (11) release, substitution or sale of property securing repayment of the Note.

Whenever the District obtains knowledge of the occurrence of a Listed Event, the District shall as soon as possible determine if such event would be material under applicable federal securities laws. The Authority and the Dissemination Agent shall have no responsibility for such determination and shall be entitled to conclusively rely upon the District's determination.

If the District determines that knowledge of the occurrence of a Listed Event would be material under applicable federal securities laws, the District shall promptly provide the Authority and the Dissemination Agent with a notice of such occurrence which the Dissemination Agent agrees to file with the Municipal Securities Rulemaking Board and the State Repository.

(B) In the event of a failure of the District to comply with any provision of this section, any Owner or beneficial owner of the related Series of Certificates may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the District to comply with its obligations under this section. A default under this section shall not be deemed an Event of Default under Section 14 hereof, and the sole remedy under this section in the event of any failure of the District to comply with this section shall be an action to compel performance.

(C) For the purposes of this section, a "beneficial owner" shall mean any person which has the power, directly or indirectly, to make investment decisions concerning ownership of any Certificates of the Series which evidences and represents the Note (including persons holding Certificates through nominees, depositories or other intermediaries).

(D) The District's obligations under this section shall terminate upon the legal defeasance, prior redemption or payment in full of its Note. If such termination occurs prior to the final maturity of the related Certificates, the District shall give notice of such termination in the same manner as for a Listed Event under subsection (A) of this section.

(E) The Dissemination Agent shall not be responsible in any manner for the content of any notice or report prepared by the District pursuant to this section. In no event shall the Dissemination Agent be responsible for preparing any notice or report or for filing any notice or report which it has not received in a timely manner and in a format suitable for reporting. Nothing in this section shall be deemed to prevent the District from disseminating any other information, using the means of dissemination set forth in this section or any other means of communication, or including any other notice of occurrence of a Listed Event, in addition to that

which is required by this section. If the District chooses to include any information in any notice of occurrence of a Listed Event in addition to that which is specifically required by this section, the District shall have no obligation under this section to update such information or include it in any future notice of occurrence of a Listed Event.

(F) Notwithstanding any other provision of this Resolution, the District with the consent of the Dissemination Agent and notice to the Authority may amend this section, and any provision of this section may be waived, provided that the following conditions are satisfied:

(1) If the amendment or waiver relates to the provisions of subsection (A) of this section, it may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature or status of an obligated person with respect to the Note and the related Certificates, or the type of business conducted;

(2) The undertaking, as amended or taking into account such waiver, would in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the original issuance of the Note and the related Certificates, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(3) The amendment or waiver either (i) is approved by the Owners or beneficial owners of the Certificates of the Series which evidences and represents the Note in the same manner as provided in the Trust Agreement for amendments to the Trust Agreement with the consent of Owners or beneficial owners, or (ii) does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the Owners or beneficial owners of the related Certificates. In the event of any amendment or waiver of a provision of this section, notice of such change shall be given in the same manner as for an event listed under subsection (A) of this section, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver; provided, however, the District shall be responsible for preparing such narrative explanation.

(G) The Dissemination Agent shall have only such duties as are specifically set forth in this section. The Dissemination Agent shall not be liable for the exercise of any of its rights hereunder or for the performance of any of its obligations hereunder or for anything whatsoever hereunder, except only for its own willful misconduct or gross negligence. Absent gross negligence or willful misconduct, the Dissemination Agent shall not be liable for an error of judgment. No provision hereof shall require the Dissemination Agent to expend or risk its own funds or otherwise incur any financial or other liability or risk in the performance of any of its obligations hereunder, or in the exercise of any of its rights hereunder, if such funds or adequate indemnity against such risk or liability is not reasonably assured to it. The District hereby agrees to compensate the Dissemination Agent for its reasonable fees in connection with its services hereunder, but only from the District's share of the costs of issuance deposited in the Costs of Issuance Fund held and invested by the Trustee under the Trust Agreement.

(H) This section shall inure solely to the benefit of the District, the Dissemination Agent, the Underwriter and Owners and beneficial owners from time to time of the Certificates, and shall create no rights in any other person or entity.

Section 20. Approval of Actions. The aforementioned officers of the County or the District, as applicable, are hereby authorized and directed to execute the Note and to cause the Trustee to authenticate and accept delivery of the Note pursuant to the terms and conditions of the Certificate Purchase Agreement and the Trust Agreement. All actions heretofore taken by the officers and agents of the County, the District or this Board with respect to the sale and issuance of the Note and participation in the Program are hereby approved, confirmed and ratified and the officers and agents of the County and the officers and agents of the District are hereby authorized and directed, for and in the name and on behalf of the District, to do any and all things and take any and all actions and execute any and all certificates, requisitions, agreements, notices, consents, and other documents, including tax certificates, letters of representations to the securities depository, guaranteed investment contracts, other or additional municipal insurance policies or credit enhancements or credit agreements or insurance commitment letters, if any, and closing certificates, which they, or any of them, may deem necessary or advisable in order to consummate the lawful issuance and delivery of the Note in accordance with, and related transactions contemplated by, this Resolution. The officers of the County referred to above in Section 9 hereof, and the officers of the District referred to above in Section 4 hereof, are hereby designated as "Authorized District Representatives" under the Trust Agreement.

In the event that the Note or a portion thereof is secured by a Credit Instrument, the Authorized Officer is hereby authorized and directed to (i) acknowledge the terms of the corresponding Credit Agreement, and (ii) provide the Credit Provider with any and all information relating to the District as such Credit Provider may reasonably request.

Section 21. Proceedings Constitute Contract. The provisions of the Note and of this Resolution shall constitute a contract between the District and the registered owner of the Note and the Credit Provider, and such provisions shall be enforceable by mandamus or any other appropriate suit, action or proceeding at law or in equity in any court of competent jurisdiction, and shall be irrevocable.

Section 22. Limited Liability. Notwithstanding anything to the contrary contained herein or in the Note or in any other document mentioned herein or related to the Note, the District shall not have any liability hereunder or by reason hereof or in connection with the transactions contemplated hereby except to the extent payable from moneys available therefor as set forth in Section 8 hereof and the County is not liable for payment of the Note or any other obligation of the District hereunder.

Section 23. Severability. In the event any provision of this Resolution shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 24 Submittal of Resolution to County. The Secretary or Clerk of the Board of the District is hereby directed to submit one certified copy each of this Resolution to the Clerk of

the Board of Supervisors of the County, to the Treasurer of the County and to the County Superintendent of Schools.

EXHIBIT A
FORM OF NOTE

R-1

\$ _____

_____ DISTRICT/_____ BOARD OF EDUCATION

COUNTY OF _____, CALIFORNIA

2007-2008 TAX AND REVENUE ANTICIPATION NOTE

Date of
Original Issue

REGISTERED OWNER: U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE

PRINCIPAL AMOUNT: _____ DOLLARS

<u>Interest Rate</u>		<u>Maturity Date</u>		
____%				
<u>First</u> <u>Repayment Month</u>	<u>Second</u> <u>Repayment Month</u>	<u>Third</u> <u>Repayment Month</u>	<u>Fourth</u> <u>Repayment Month</u>	<u>Fifth</u> <u>Repayment Month</u>
____% (Total of [principal] [interest] [principal and interest] due at maturity)	____% (Total of [principal] [interest] [principal and interest] due at maturity)	____% (Total of [principal] [interest] [principal and interest] due at maturity)	____% (Total of [principal] [interest] [principal and interest] due at maturity)	100% (Total of principal and interest due)**

FOR VALUE RECEIVED, the District/Board of Education designated above (the "District"), located in the County designated above (the "County"), acknowledges itself indebted to and promises to pay on the applicable maturity date specified above to the registered owner identified above, or registered assigns, the applicable principal amount specified above, together with interest thereon from the date hereof until the applicable principal amount shall have been paid, payable [on _____ 1, 2008 and thereafter, and] on the applicable maturity date specified above in lawful money of the United States of America, at the rate of interest specified above (the "Note Rate"). Principal of and interest on this Note are payable in such coin or currency of the United States as at the time of payment is legal tender for payment of private and public debts, such principal and interest to be paid upon surrender hereof at the principal corporate trust office of U.S. Bank National Association in Los Angeles, California, or its successor in trust (the "Trustee"). Interest shall be calculated on the basis of a 360-day year, consisting of twelve 30-day months, in like lawful money from the date hereof until the applicable maturity date specified above and, if funds are not provided for payment at the applicable maturity, thereafter on the basis of a 360-day year for actual days elapsed until payment in full of said principal sum. Both the principal of and interest on this Note shall be payable only to the registered owner hereof upon surrender of this Note as the same shall fall due; provided, however, no interest shall be payable for any period after the applicable maturity during which the holder hereof fails to properly present this Note for payment. If the District

** Number of Repayment Months and percentages and amount of principal of Note shall be determined in Pricing Confirmation (as defined in the Resolution).

fails to pay interest on this Note on any interest payment date or pay the principal of or interest on this Note on the maturity date or the Credit Provider (as defined in the Resolution hereinafter described), if any, is not reimbursed in full for the amount drawn on or paid pursuant to the Credit Instrument (as defined in the Resolution) to pay all or a portion of the principal of and interest on this Note on the date of such payment, this Note shall become a Defaulted Note (as defined and with the consequences set forth in the Resolution).

[It is hereby certified, recited and declared that this Note (the "Note") represents an authorized issue of the Note in the aggregate principal amount authorized, executed and delivered pursuant to and by authority of a resolution of the governing board of the District duly passed and adopted heretofore, under and by authority of Article 7.6 (commencing with Section 53850) of Chapter 4, Part 1, Division 2, Title 5 of the California Government Code (the "Resolution"), to all of the provisions and limitations of which the owner of this Note, by acceptance hereof, assents and agrees.]*

[It is hereby certified, recited and declared that this Note (the "Note") represents an authorized issue of the Note in the aggregate principal amount authorized, executed and delivered pursuant to and by authority of certain resolutions of the governing boards of the District and the County duly passed and adopted heretofore, under and by authority of Article 7.6 (commencing with Section 53850) of Chapter 4, Part 1, Division 2, Title 5 of the California Government Code (collectively, the "Resolution"), to all of the provisions and limitations of which the owner of this Note, by acceptance hereof, assents and agrees.]**

The principal of the Note, together with the interest thereon, shall be payable from taxes, income, revenue, cash receipts and other moneys which are received by the District for the general fund [and capital fund and/or special revenue fund] of the District and are attributable to Fiscal Year 2007-2008 and which are available for payment thereof. As security for the payment of the principal of and interest on the Note, the District has pledged the first amounts of unrestricted revenues of the District received in the sequentially numbered Repayment Months set forth on the face hereof (and any amounts received thereafter attributable to Fiscal Year 2007-2008) until the amount on deposit in the Payment Account (as defined in the Resolution) in each such month, taking into consideration anticipated earnings thereon to be received by the maturity date, is equal to the corresponding percentages of principal of and interest due on the Note at such maturity set forth on the face hereof (such pledged amounts being hereinafter called the "Pledged Revenues"), and the principal of the Note and the interest thereon shall constitute a first lien and charge thereon and shall be payable from the Pledged Revenues, and to the extent not so paid shall be paid from any other moneys of the District lawfully available therefor as set forth in the Resolution. The full faith and credit of the District is not pledged to the payment of the principal of or interest on this Note. The County is not liable for payment of this Note.

This Note is transferable, as provided by the Resolution, only upon the books of the District kept at the office of the Trustee, by the registered owner hereof in person or by its duly authorized attorney, upon surrender of this Note for transfer at the office of the Trustee, duly endorsed or accompanied by a written instrument of transfer in form satisfactory to the Trustee

* This paragraph is applicable only if the Note is issued by the District.

** This paragraph is applicable only if the Note is issued by the County.

duly executed by the registered owner hereof or its duly authorized attorney, and upon payment of any tax, fee or other governmental charge required to be paid with respect to such transfer, a fully registered Note will be issued to the designated transferee or transferees.

The [County, the]* District and the Trustee may deem and treat the registered owner hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal hereof and interest due hereon and for all other purposes, and [the County,]* the District and the Trustee shall not be affected by any notice to the contrary.

This Note shall not be valid or become obligatory for any purpose until the Certificate of Authentication and Registration hereon shall have been signed by the Trustee.

It is hereby certified that all of the conditions, things and acts required to exist, to have happened and to have been performed precedent to and in the issuance of this Note do exist, have happened and have been performed in due time, form and manner as required by the Constitution and statutes of the State of California and that the amount of this Note, together with all other indebtedness of the District, does not exceed any limit prescribed by the Constitution or statutes of the State of California.

[IN WITNESS WHEREOF, the Board of Supervisors of the County has caused this Note to be executed by the manual or facsimile signature of a duly authorized officer of the County and countersigned by the manual or facsimile signature of its duly authorized officer and caused its official seal to be affixed hereto either manually or by facsimile impression hereon as of the date of authentication set forth below.]*

[IN WITNESS WHEREOF, the governing board of the District has caused this Note to be executed by the manual or facsimile signature of a duly authorized officer of the District and countersigned by the manual or facsimile signature of its duly authorized officer as of the date of authentication set forth below.]**

[COUNTY OF _____]*
[DISTRICT/ _____]
BOARD OF EDUCATION]**

By _____
Title:

[(SEAL)]

Countersigned

By _____
Title:

* Applicable only if the Note is issued by the County.

** This paragraph is applicable only if the Note is issued by the District.

CERTIFICATE OF AUTHENTICATION AND REGISTRATION

This Note is the Note mentioned in the within-mentioned Resolution authenticated on the following date:

U.S. BANK NATIONAL ASSOCIATION,
as Trustee

BY _____

AUTHORIZED OFFICER

ASSIGNMENT

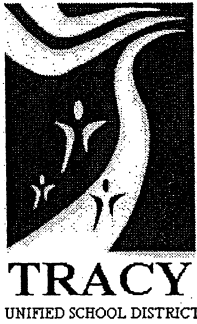
For Value Received, the undersigned, _____, hereby sells, assigns and transfers unto _____ (Tax Identification or Social Security No. _____) the within Note and all rights thereunder, and hereby irrevocably constitutes and appoints _____ attorney to transfer the within Note on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

NOTICE: The signature to this assignment must correspond with the name as it appears upon the face of the within Note in every particular, without alteration or enlargement or any change whatever.

Signature Guaranteed:

NOTICE: Signature(s) must be guaranteed by an eligible guarantor institution.



BUSINESS SERVICES MEMORANDUM

To: Jim Franco, Superintendent

From: C. Goodall, Assistant Superintendent of Business Services

Date: November 30, 2006

Subject: Authorize the Director of Transportation to Bid and Award the Purchase of Three (3) Busses to Accommodate Transportation of Students Gained from Unification with Holt School District

BACKGROUND: Unification is planned to occur with the Holt School District on July 1, 2007. Closure of the current building is a part of the plan. Holt is a rural area, and transportation of the students to an existing TUSD school will be required. Holt School District currently owns two 1985 year model buses. Neither bus is currently CHP certified. One bus is in such disrepair, it cannot be CHP certified. The other bus needs repairs but could be CHP certified. Due to the age of these buses, staff recommends replacement of these two buses. Neither bus has been operated for at least three years and would meet our replacement requirements under Board Policy 3541.6

A third bus will be required to transport the three SDC students that currently live in the Holt School area but attend Tracy Unified School District Schools. These students are currently transported to Tracy by Holt employees in white vans.

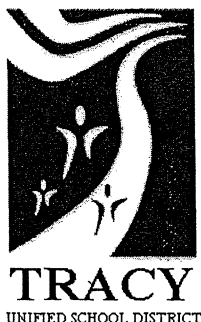
RATIONALE: To ensure the Transportation Department has the buses to accommodate the additional students from the merge with Holt School District.

This Board Agenda item meets strategic goal #8.

FUNDING: The total cost of three buses will not exceed \$250,000.00 and be paid from District One-Time Funds. It should be noted, however, that Unification with Holt School District will allow TUSD access to Holt reserve funds of approximately \$300,000.

RECOMMENDATION: Authorize the Director of Transportation to Bid and Award the Purchase of Three (3) Busses to Accommodate Transportation of Students Gained from Unification with Holt School District

Prepared by: Casey Goodall-Assistant Superintendent of Business Services
John Heerema-Director of Transportation



EDUCATIONAL SERVICES MEMORANDUM

To: Dr. Jim Franco, Superintendent
From: ~~Dr. Jim Franco~~ Dr. Sheila Harrison, Assistant Superintendent of Educational Services
Date: January 11, 2007
Re: Approve Revised Job Description for the Director of Curriculum and Student Services to the Director of Student Services and Curriculum

Background: The job description for the Director of Curriculum and Student Services needs to be revised and updated to accurately reflect job duties and responsibilities. The job title is being revised to the Director of Student Services and Curriculum.

Rationale: The District continues the process of updating job descriptions to ensure that they accurately reflect current and essential functions of the position, District requirements, and any Federal, State or Department of Education requirements. The job description for the Director of Curriculum and Student Services was last updated in 1994. It is important to update job descriptions periodically so that they accurately reflect current functions of the position. This agenda item meets Strategic Goal #7: Educational Leadership.

The changes and additions to the job description are being proposed to ensure it accurately reflects the essential functions of the position of Director of Student Services and Curriculum. It is not made with the intention of reclassifying employees or making salary changes.

Funding: None

Recommendation: Approve Revised Job Description for the Director of Curriculum and Student Services to the Director of Student Services and Curriculum

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

TRACY PUBLIC SCHOOLS JOB DESCRIPTION

POSITION TITLE: Director of Student Services and Curriculum

DEPARTMENT: Educational Services

POSITION SUMMARY: The Director of Student Services and Curriculum under the direction of the Assistant Superintendent of Educational Services, provides leadership and supervision of the Student Services program, including but not limited to, school attendance, discipline, alcohol and drug abuse prevention and treatment and health services and to K-12 curriculum and instructional programs.

ESSENTIAL FUNCTIONS:

1. Develops, coordinates and supervises District student attendance.
2. Develops discipline programs and services.
3. Provides direction for Health Services and Prevention Services.
4. Interprets and applies laws, rules and District policies relating to Student Services.
5. Develops, recommends and implements policies and procedures regarding attendance, discipline, student progress, student records, and other child welfare and safety issues.
6. Prepares reports and information for the Assistant Superintendent for Educational Services and various state and federal agencies.
7. Supervises and coordinates the placement of students and acts on all inter-district and intra-district transfer requests.
8. Serves as the Chairperson of the District Discipline Review Board and presents Findings of Fact to the Board(s) for their review regarding recommended expulsions, and applications for reinstatement.
9. Hears parent complaints and processes appeals with respect to student discipline, student progress, and placement.
10. Assists the Assistant Superintendent for Education Services in preparation of long-range planning on the basis of enrollment projections.
11. Serves as the Chairperson for the District School Safety Task Force.
12. Assists with the processing and investigation of sexual harassment complaints regarding students.
13. Supervises child abuse reporting by District employees as required by law.
14. Writes grants and develops curriculum with respect to established District priorities, giving special emphasis to alternative educational programs and services.
15. Supervises and coordinates various alternative educational programs and services.
16. Assists in the determination of the educational needs and goals of the community and the school district.
17. Assists the Assistant Superintendent of Educational Services with development of K-12 curriculum.
18. Assists the Assistant Superintendent of Educational Services with the establishment of standards of achievement.
19. Performs other related duties as assigned.

POSITION TITLE: Director of Student Services and Curriculum

EDUCATION AND EXPERIENCE: Ability to provide and carry out oral and written directions in English, to read and speak at a level sufficient to fulfill the duties described. Masters Degree and valid Administrative Services credential are required; Doctorate preferred. A Pupil Personnel Services Credential is desirable. Demonstrated successful experience as a school or district administrator with experience in developing and implementing education programs for students in K-12, child welfare and attendance, and school budgeting. Possession of an appropriate California driver's license; have willingness and ability to travel throughout the District.

SKILLS AND QUALIFICATIONS:

1. Knowledge of curriculum development and implementation for K-12 educational programs.
2. Knowledge of current trends in education.
3. Knowledge of business and management principles involved in strategic planning, resource allocation, human resource modeling and leadership technique.
4. Knowledge of operating policies, rules and procedures of the school district.
5. Ability to manage educational institutions.
6. Ability to maintain cooperative working relationships with those contacted in the course of work.
7. Ability to communicate effectively, both orally and in writing.
8. Ability to prepare comprehensive reports.
9. Ability to select and manage classified staff with skills and abilities that match District and school needs and enhance program effectiveness.
10. Ability to apply quality management tools to organizational data and make process improvement changes.
11. Strong interpersonal skills.

PHYSICAL REQUIREMENTS:

Employees in this position must have the ability to:

1. Sit for extended periods of time.
2. Stand and/or walk on hard and/or uneven surfaces for extended periods of time.
3. Bend, squat, stoop and/or climb for extended periods of time.
4. Reach overhead, grasp, push/pull up to 25 pounds for short distances.
5. Enter data/information in a computer terminal and operate standard office equipment for extended periods of time.
6. See and read a computer screen and printed matter with or without vision aids.
7. Speak so that others may understand at normal levels and on the telephone.
8. Hear and understand at normal levels and on the telephone with or without hearing aids.
9. Lift and carry up to 25 lbs. at shoulder height for short distances.

POSITION TITLE: Director of Student Services and Curriculum

WORK ENVIRONMENT:

Employees in this position will be required to work indoors in a standard office environment and come in direct contact with District and site staff, and the public.

SALARY: Leadership/Management Salary Range 47

DAYS OF SERVICE: 225 days

Board Approved:

TUSD 9/28/94

Revised:

TUSD



HUMAN RESOURCES MEMORANDUM

TO: Dr. James Franco, Ed.D.
FROM: James Mousalimas, Assistant Superintendent
DATE: January 12, 2007
SUBJECT: Adopt the District's Initial Bargaining Proposal for Certificated Substitute Employees

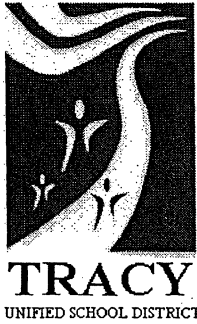
Background: The Substitute teachers' contract expired June 30, 2002. The substitute teachers have submitted their proposal for salary changes, and this proposal was taken to the school board on January 9, 2007.

Recommendation: Adopt the District's Initial Bargaining Proposal for Certificated Substitute Employees (see below)

TRACY UNIFIED SCHOOL DISTRICT DISTRICT'S INITIAL PROPOSAL TRACY SUBSTITUTE TEACHERS

Salaries for Tracy Substitute Teachers shall be established and maintained at a competitive level with other districts in the immediate surrounding area.

Prepared by: James Mousalimas, Assistant Superintendent



HUMAN RESOURCES MEMORANDUM

To: Jim Franco, Superintendent

From: J. Mousalimas, Assistant Superintendent for Human Resources *JM*

Date: January 16, 2007

Subject: Approve Salary Placement of the Director of Financial Services on the Management/Classified Salary Schedule from range 35, 225 days, to range 47 225 days

BACKGROUND: The position of Director of Financial Services is currently placed at a range of 35 and works 225 days per year with an annual salary ranging from \$66,661 to \$81,021. A recent review of comparable positions in similar sized districts shows salaries ranging from \$88,376 to \$118,182.

RATIONALE: In an attempt to make the position more competitive with local districts, staff recommends the position be upgraded to range 47 with an annual salary ranging from \$80,951 to \$98,394.

This Board Agenda items meets strategic goal #8.

FUNDING: The cost of the salary increase will be approximately \$17,373 plus the cost of statutory benefits of \$3,996, for a total additional cost of \$21,369.

RECOMMENDATION: Approve Salary Placement of the Director of Financial Services on the Management/Classified Salary Schedule from range 35, 225 days, to range 47 225 days

Prepared by: James Mousalimas – Assistant Superintendent for Business Services & Casey Goodall – Associate Superintendent of Business Services

