

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, MARCH 27, 2007**

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

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

**AGENDA**

**1. Call to Order**

**2. Roll Call – Establish Quorum**

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

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

**3.1 Educational Services:**

**3.1.1 Findings of Facts: #FF06-07/154, 155, 157, 158, 159, 160, 161, 162, 164, 167**

**3.1.2 Application for Reinstatement: #AR06-07/56**

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

**3.1.3 Application for Enrollment: #AFE06-07/6**

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

**3.1.4 Waiver of Expulsion: #WE06-07/17**

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

**3.2 Human Resources:**

**3.2.1 Discharge Probationary Classified Employee #UCL-94**

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

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

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

**3.2.3 Conference with Labor Negotiator**

Agency Negotiator: Jamie Mousalimas,  
Assistant Superintendent of Human Resources  
Employee Organization: CSEA, TEA, TSTO

**4. Adjourn to Open Session**

**5. Call to Order and Pledge of Allegiance****6. Closed Session Issues:**

**6a** Action on Findings of Fact #FF06-07/154, 155, 157, 158, 159, 160, 161, 162, 164, 167

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

**6b** Report Out of Action Taken on Application for Reinstatement #AR06-07/56

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

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

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

**6d** Report Out of Action Taken on Waiver of Expulsion #WE06-07/18

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

**6e** Report Out of Action Taken on Discharge Probationary Classified Employee #UCL-94

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

**7. Regular Minutes of March 13, 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**9. Recognition & Presentations:** An opportunity to honor students, employees and community members for outstanding achievement:

**9.1** Recognize the Outstanding Employees of the Spring Term for the 2006-07 School Year

**9.2** Recognize and Congratulate Tracy High School's Mock Trial Team for Capturing First Place at the San Joaquin County Mock Trial Competition

**9.3** Recognize and Congratulate the Tracy High School Varsity Wrestling Team for Capturing the San Joaquin Athletic Association League Title

**9.4** Central School Site Update on Achievements & Activities

**9.5** Bohn 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.

- 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:** None.

**11.3 Human Resources:**

**11.3.1** Receive Report on the San Joaquin County Office of Education Teacher Apprentice Program

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- 12. PUBLIC HEARING:** None.

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

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

**13.1 Administrative & Business Services:**

- |               |   |       |
|---------------|---|-------|
| <b>13.1.1</b> | Ratify Routine Expenditures and Notice of Completions Which Meet Criteria for Board Review and Approval           | 9-11  |
| <b>13.1.2</b> | Ratify Measure E Related Expenditures and Notice of Completions Which Meet Criteria for Board Review and Approval | 12-13 |
| <b>13.1.3</b> | Receive Report on Heating, Ventilation and Air Conditioning Maintenance For February, 2007                        | 14-19 |
| <b>13.1.4</b> | Accept Donations  | 20-21 |

**13.2 Educational Services:**

- |               |   |       |
|---------------|---|-------|
| <b>13.2.1</b> | Approve Overnight Travel for the West High School Future Business Leaders of America Students to the FBLA State Conference, April 20-21, 2007                                       | 22    |
| <b>13.2.2</b> | Approve Overnight Travel for Twenty-Five Tracy High School Students and One Advisor to Participate in the California Highway Patrol's Every 15 Minutes Program on April 26-27, 2007 | 23    |
| <b>13.2.3</b> | Approve Service Agreement with Fantasy Theatre to Provide Two Assemblies at North School on March 28, 2007  | 24-28 |
| <b>13.2.4</b> | Approve Service Agreement for the Ned Show Assembly at Art Freiler School on April 25, 2007   | 29-33 |
| <b>13.2.5</b> | Ratify Contract with The Speech Path  | 34-36 |
| <b>13.2.6</b> | Approve Service Agreement for <i>The Ben Franklin Colonial Assembly</i> Presented to the 5 <sup>th</sup> Grade at South/West Park Elementary on May 7, 2007                         | 37-39 |
| <b>13.2.7</b> | Ratify Special Services Contract with Percussion Discussion for the Assembly Conducted on March 20, 2007  | 40-48 |

**13.3 Human Resources:**

- |               |  |              |
|---------------|--|--------------|
| <b>13.3.1</b> | Approve Classified, Certificated and/or Management Employment  | <b>49</b>    |
| <b>13.3.2</b> | Accept Resignations/Retirements/Leaves of Absence for Classified, Certificated, and/or Management Employment | <b>50-51</b> |
| <b>13.3.3</b> | Ratify Extension of Contract for Ed Anderson as Acting Assistant Principal at West High School               | <b>52-54</b> |

- 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:**

- |   |  |              |
|---|--|--------------|
| <b>14.1.1</b>   | Approve Addition of 5.75 FTE of Bus Driver/Custodian/Grounds Positions   | <b>55</b>    |
| <b>Action:</b> Motion___; Second___. <b>Vote:</b> Yes___; No___; Absent___; Abstain__ |  |              |
| <b>14.1.2</b>   | Approve Purchase of One Bus and One White Van  | <b>56</b>    |
| <b>Action:</b> Motion___; Second___. <b>Vote:</b> Yes___; No___; Absent___; Abstain__ |  |              |
| <b>14.1.3</b>   | Approve the 2006-07 Revised Deferred Maintenance Project List and the Updated Five Year Deferred Maintenance Plan  | <b>57-60</b> |
| <b>Action:</b> Motion___; Second___. <b>Vote:</b> Yes___; No___; Absent___; Abstain__ |  |              |
| <b>14.1.4</b>   | Approve Resolution No. 06-24 Finding that the Stadium/Pool Complex, Including the Installation of Light and Sound System, at West High School Qualifies as a Categorical Exemption from California Environmental Quality Act   | <b>61-66</b> |
| <b>Action:</b> Motion___; Second___. <b>Vote:</b> Yes___; No___; Absent___; Abstain__ |  |              |
| <b>14.1.5</b>   | Authorize District Staff to Solicit Requests for Proposals from Qualified Environmental Consulting Firms for Services Associated with the Abatement of Hazardous Materials for the Modernization of Tracy High School  | <b>67-72</b> |
| <b>Action:</b> Motion___; Second___. <b>Vote:</b> Yes___; No___; Absent___; Abstain__ |  |              |
| <b>14.1.6</b>   | Consider Claim No. 5-0607 TUSD   | <b>73</b>    |
| <b>Action:</b> Motion___; Second___. <b>Vote:</b> Yes___; No___; Absent___; Abstain__ |  |              |
| <b>14.1.7</b>   | Approve Revised Bylaws of the Board 9250 Remuneration and Reimbursement (Second Reading)   | <b>74-76</b> |
| <b>Action:</b> Motion___; Second___. <b>Vote:</b> Yes___; No___; Absent___; Abstain__ |  |              |
| <b>14.1.8</b>   | Approve the Agreement with Michael Dodge and Sandy Sawyer to Provide Construction Management, Lease Lease Back Management, State Office of Public School Construction Liaison Consultant Services for the Kimball High School Reuse Project and Authorize the Associate Superintendent of Business Services to Enter into an Agreement with the Architect, Urban Ernst Design Group to Adapt the Reuse Plan to the Kimball High School Site. | <b>77-81</b> |
| <b>Action:</b> Motion___; Second___. <b>Vote:</b> Yes___; No___; Absent___; Abstain__ |  |              |
| <b>14.1.9</b>   | Approve the City of Tracy Public Agency Offsite Improvement Agreement for Tracy High School Offsite Improvements at the Northeast Corner of East Street and 11 <sup>th</sup> Street  | <b>82-93</b> |
| <b>Action:</b> Motion___; Second___. <b>Vote:</b> Yes___; No___; Absent___; Abstain__ |  |              |

**14.2 Educational Services:**

- |   |   |              |
|---|---|--------------|
| <b>14.2.1</b>   | Approve Adoption of High School Science Textbooks | <b>94-95</b> |
| <b>Action:</b> Motion___; Second___. <b>Vote:</b> Yes___; No___; Absent___; Abstain__ |   |              |



- 14.2.2 Approve Adoption of Visions High School English Language Development (ELD) Textbooks. 96-97  
**Action:** Motion\_\_\_; Second\_\_\_. **Vote:** Yes\_\_\_; No\_\_\_; Absent\_\_\_; Abstain\_\_
- 14.2.3 Approve the Application for the Quality Education Investment Act (QEIA) Grant for Central and Delta Island Schools 98-110  
**Action:** Motion\_\_\_; Second\_\_\_. **Vote:** Yes\_\_\_; No\_\_\_; Absent\_\_\_; Abstain\_\_
- 14.2.4 Approve Use of 2006-07 Discretionary Block Grant Funds to Create a Wireless Environment on the West High Campus 111-115  
**Action:** Motion\_\_\_; Second\_\_\_. **Vote:** Yes\_\_\_; No\_\_\_; Absent\_\_\_; Abstain\_\_

**14.3 Human Resources:**

- 14.3.1 Approve the YRE, Traditional, Classified and Certificated Calendars for the 2007-08 School Year 116-120  
**Action:** Motion\_\_\_; Second\_\_\_. **Vote:** Yes\_\_\_; No\_\_\_; Absent\_\_\_; Abstain\_\_
- 14.3.2 Approve Revised Job Description for the Associate Principal in Charge of I.G.C.G. and West High School Annex 121-125  
**Action:** Motion\_\_\_; Second\_\_\_. **Vote:** Yes\_\_\_; No\_\_\_; Absent\_\_\_; Abstain\_\_
- 14.3.3 Approve the Tentative Agreement Between the Tracy Educators Association and the Tracy Unified School District for the 2006-2007, 2007-2008 and 2008-2009 School Years (Under Separate Cover) 126  
**Action:** Motion\_\_\_; Second\_\_\_. **Vote:** Yes\_\_\_; No\_\_\_; Absent\_\_\_; Abstain\_\_
- 14.3.4 Approve Participation in the San Joaquin County Office of Education Teacher Apprentice Program 127  
**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 April 24, 2007  
 17.2 May 8, 2007  
 17.3 May 22, 2007  
 17.4 June 12, 2007  
 17.5 June 26, 2007

**18. Upcoming Events:**

- |      |                  |                                      |
|------|------------------|--------------------------------------|
| 18.1 | March 31, 2007   | Teacher Job Fair                     |
| 18.2 | April 6-9, 2007  | YRE Spring Break                     |
| 18.3 | April 6-15, 2007 | Traditional Spring Break             |
| 18.4 | May 11, 2007     | Buy Back Day (No School Traditional) |
| 18.5 | May 28, 2007     | Memorial Day, No School              |

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, March 13, 2007**

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

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

**7:08 PM:** President Crandall called the Tracy Unified School District Board of Education to order and led those present in the Pledge of Allegiance.

**Closed Session:** **6a** Action on Findings of Fact #FF06-07/109, 131, 135, 137, 138, 143, 144, 145, 147, 149, 152, 153, 156 (as amended)  
**Action:** Lewis, Vaughn. **Vote:** Yes-7; No-0.  
**6b** Report Out of Action Taken on Application for Reinstatement: #AR06-07/55  
**Action:** **Vote:** Yes-7; No-0.  
**6c** Report Out of Action Taken on Waiver of Expulsion: #WE06-07/6  
**Action:** Pulled.  
**6d** Report Out of Action Taken on Consider Leave of Absence Request for Classified Employee #UCL-93, Pursuant to Article XXIII  
**Action:** Approved. **Vote:** Yes-7; No-0.

**Employees Present:** J. Carter, R. Call, C. Minter, T. Christensen, R. White, L. Hawkins, J. Wakefield, H. Calad, C. Sasser, K. Brown, D. Wakefield, S. Sonnenburg, J. McVey, L. Dopp, M. Marchini, R. Moehnke

**Press:**

**Visitors Present:** K. Johnson

**Minutes:** **Approve Special Minutes of February 6, 2007.**  
**Action:** Vaughn, Guzman. **Vote:** Yes-5; No-0; Abstain-2(Lewis, Swenson)  
**Approve Regular Minutes of February 27, 2007.**  
**Action:** Lewis, Swenson. **Vote:** Yes-7; No-0.

**Student  
Representative  
Reports:**

None.

**Recognition &  
Presentation:**

**9.1 Jacobson School Site Update on Achievements & Activities**

Principal, Cindy Sasser, presented a power point which reviewed Kindergarten, EL students, curriculum, data teams, success club and ExCel. She also reviewed other activities such as the PIP Program, conflict management, student council, assemblies, student of the month, parent club and computer lab. Two students spoke about what they liked about Jacobson School.

- 9.1(a)** Assistant Superintendent of Educational Services, Dr. Sheila Harrison, introduced the Rotary Speech Contest winners, Bernard Remollino, Scott Liu, Michelle Ortega, Ryan Ng and their Coach Renee Koon. The topic was "Lead the Way". Dr. Franco and Trustee Crandall presented them with certificates. The first and second place winners recited their speeches.

**Hearing of  
Delegations**

None.

**Information &  
Discussion Items:**

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

**11.2 Educational Services:**

**11.2.1** Receive Report and Update on Merrill F. West High School's Western Association of Schools and Colleges (WASC) Two (2) Year Review

Principal Herman Calad and teacher, Tammy Christensen reviewed the WASC recommendations. They have been working on these for the last two years. They presented a power point which showed how they have implemented Aeries, DataWise, site based training and site based data teams. They now have four-year plans for all students which started in the Fall of 2006 and will be reviewed annually each spring. They have a partnership with staff development to address needs and will have snapshot staff development at faculty meetings. They will continue to explore small learning communities and the Freshman Academic Learning Community will be expanded. They are preparing for March 27<sup>th</sup> visit and will have another follow up visit in the Spring of 2008.

**11.2.2** Receive Report on High School Science Program and Proposed Textbook Adoption

IMC Director, Donna Sonnenberg, and science department chairs, Randy Moehnke and Kirk Brown presented a power point which explained the process of selecting these textbooks. They reviewed their content, readability, instructional strategies, assessments and resources. They have CDs which are linked to chapter standards and can be used for teachers as well as class presentations. The cost of the adoption is \$680,000. The science committee will be making presentations to the teachers and will return to the Board meeting on March 27<sup>th</sup> for approval. They hope to order materials for 07-08 implementation.

**11.2.3 Receive Report on Visions English Language Development (ELD) Program**

Director of IMC, Donna Sonnenberg, and ELD teachers, Laura Hawkins, Rachel Moraes presented a power point which reviewed the selection process. The cost of adoption is \$54,000. ELD is desperately in need of textbooks. This will provide pre and post tests, assess students when they come in, and find out what level they need to go to. ELD students needs differ from struggling readers. The next step will be to have this approved at the March 27<sup>th</sup> Board meeting and then will order for the 07-08 school year.

**11.2.4 Receive Report on Quality Education Investment Act (QEIA) of 2006**

Dr. Sheila Harrison, presented a power point explaining the QEIA grant and reviewed the qualifications for our eligible schools, Central and Delta Island. They have both also applied for the high priority schools grant. Only one-third of the eligible schools will receive this funding. The application will be brought to the next Board meeting for approval on March 27<sup>th</sup>. We would then apply to the state by March 30<sup>th</sup>. Dr. Harrison and her directors will be determining which school would have priority if selected. Trustee Crandall and Trustee Guzman will be on this committee.

**Public Hearing:** None.

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

**13.1 Administrative & Business Services:**

- 13.1.1** Approve Revolving Cash Fund Reports for February, 2007
- 13.1.2** Approve Accounts Payable Warrants Reports for February, 2007 (Under Separate Cover)
- 13.1.3** Approve Monthly Budget Adjustment Report
- 13.1.4** Ratify Routine Expenditures and Notice of Completions Which Meet Criteria for Board Review and Approval
- 13.1.5** Ratify Measure E Related Expenditures and Notice of Completions Which Meet Criteria for Board Review and Approval

**13.2 Educational Services:**

- 13.2.1** Approve Service Agreement for Reverend Kyles to Speak on March 20-21, 2007, in Recognition of Black History Month at Tracy High School, Williams Middle School and IGCG.
- 13.2.2** Approve Out of State Travel (Phoenix, Arizona) for Jessica Wakefield to Attend NSPRA's 2007 Annual Communications Seminar July 15 – July 18, 2007
- 13.2.3** Approve Contract with Lynae Brown for IB Psychology Exam Preparation Workshops
- 13.2.4** Approve Contract with Linda Smith for Postponing Sexual Involvement Training on April 18, 2007
- 13.2.5** Approve Special Services Contract with Horizon International, LLC to Conduct an Assembly on Teen Truth Bully Prevention on March 18, 2007
- 13.2.6** Approve Overnight Travel for Ken Wedel to Attend the IB Teacher Training Workshop "Environmental Systems" at United World College, Montezuma, New Mexico, From Monday June 25 Through Friday June 29, 2007
- 13.2.7** Approve Overnight Travel for the Tracy High School Mock Trial Team and Advisors to Attend the State Championship in Oakland, California on March 23-25, 2007

**13.3 Human Resources:**

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

**Action Items:**

**14.1 Administrative & Business Services:**

- 14.1.1** Cast Ballot for CSBA 2007 Delegate Assembly Election  
**Action:** Lewis, Guzman. (Voted for Davis & Jones) **Vote:** Yes-7; No-0.
- 14.1.2** Certify Corrective Actions to the 2005-06 Findings and Recommendations of the Independent Annual Financial Report (Under Separate Cover)  
**Action:** Lewis, Feller. **Vote:** Yes-7; No-0.
- 14.1.3** Certify 2006-2007 Fiscal Year Second Interim Report (Under Separate Cover)

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

**14.1.4** Approve Board Policy 6163.2 Animals on School Property and Acknowledge Administrative Regulation 6163.2 Animals on School Property (2<sup>nd</sup> Reading)

**Action:** Hawkins, Guzman (Approved as final) **Vote:** Yes-7; No-0.

**14.1.5** Accept Bond Oversight Committee's Recommendation of Stephen Roatch Accountancy Corporation to Prepare "Proposition 39" General Obligation Bond Annual Financial and Performance Audit and Approve and Award Proposal for the Fiscal Year Ending June 30, 2007

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

**14.1.6** Accept Resignation of the Oversight Committee Member from the Business of Agriculture and Approve the Appointment of An Alternate to Voting Member Position and Accept Request to Exchange Membership of Parent or Guardian Voting Member with An Alternate

**Action:** Guzman, Vaughn. **Vote:** Yes-7; No-0; Absent-

**14.1.7** Approve Revised Bylaw of the Board 9250 Remuneration and Reimbursement (First Reading)

**Action:** Swenson, Guzman (Approved 1<sup>st</sup> reading, revised version with last sentence deleted) **Vote:** Yes-7; No-0.

#### **14.2 Educational Services:**

**14.2.1** Approve Telephone Expansion Upgrade to SchoolConnects from SynreVoice Technologies, Inc.

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

**14.2.2** Approve Adoption of K-8 History-Social Science Textbooks

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

**14.2.3** Approve Grant Funding From the Supplemental Migrant Education Funds to Provide Services for Migrant Students in Tracy Unified School District 2007 K-12 Summer School Program

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

#### **14.3 Human Resources:**

**14.3.1** Approve Job Description for the School Psychologist/Special Education Preschool Coordinator Position

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

#### **Board Reports:**

Trustee Guzman attended a few of the arts programs, including the dance performance and he congratulated everyone for the great job. Trustee Lewis attended the Tracy High jazz dinner. It was excellent. He also attended the CTA dinner with Ted, James and Dr. Franco, which was a good evening. Trustee Feller attended a few facilities meetings. There has been a lot of work that has constantly gone on in the facilities department. It is important to acknowledge the work that comes out of Denise's office. Trustee Swenson attended the evening with the Tracy High jazz band and it was delightful. He attended the breakfast with Delta Island for national

program. It will be interesting to see the results. He also attended the facilities committee. Trustee Hawkins passed. Trustee Vaughn attended the CTA dinner and it was nice to fellowship with the teacher reps. He also attended facilities meetings. Kudos to Denise and your department for all of your hard work. He's looking forward to the diversity committee to hear Rev. Kyles on the 20<sup>th</sup>. It should be very interesting. Trustee Crandall attended the facilities meeting. He enjoyed the middle school honors concert. Good luck to Tracy High on their positive distinguished school visitation. Congratulations to Coach Schneider who was chosen to be in the national high schools athletic coaches' hall of fame. The City of Tracy was selected as one of the top 3 football towns.

**Superintendent  
Report:**

Dr. Franco reported that Tracy High had a positive visit by the California Distinguished School committee. They all enjoyed lunch at Tracy High's Feast Lab. Michael Wrenn and Wayne Schneider stepped in for Doyle Dixon and the meals were great. Congratulations to Billy Strimska, he had a great wrestling season. We will be recognizing the team at a future Board meeting. He attended Black History Month at West High School. Tip of the hat to Audrey Harrison. She put on a great event with Dhana Powell Pope who performed a monolog and did a fantastic job. Rev. Kyles will be at Tracy High on Tues in the morning, Williams at 1:30 and at ICGC on Wednesday. Also on Tuesday night he will address the community in Room 62 at Tracy High at 6:30. There are a few seats left for lunch if one of the Board members would like to attend, please let us know. On March 21<sup>st</sup> at 7:00 p.m. we will have a special Board Study Session on facilities. Congratulations to Art Freiler School. They took 2<sup>nd</sup> place in the science Olympiad. Hawkins school was another top finisher. The distinguished school visiting committee reported very nice comments to the administration. They had asked staff and students to describe Tracy High in one word and some of the responses were words like tradition, pride, family and caring. It doesn't look good on the outside but glows on the inside. The State Superintendent will announce the decision in April. On Monday May 19, at 7:00 p.m., Tracy High and West High will enter into a playoff for mock trial.

**9:21 PM  
Adjournment.**

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Tom Hawkins, Clerk

Date



# HUMAN RESOURCES MEMORANDUM

**TO:** James Franco, Superintendent

**FROM:** James Mousalimas, Assistant Superintendent *JM*

**DATE:** March 16, 2007

**SUBJECT:** Recognize the Outstanding Employees of the Spring 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 David Black (K-5), Manuel Silveira (6-8), and Lucia Costa (9-12) as Outstanding Classified employees; Renee Rios (K-5), Marco Marchini (6-8), and Joe Lawrence (9-12) as Outstanding Certificated employees; and Fred Medina as Outstanding Certificated Management employee for the Spring Term of the 2006-07 school year.

Prepared by: James Mousalimas, Assistant Superintendent for Human Resources





# HUMAN RESOURCES MEMORANDUM

**To:** Jim Franco, Superintendent  
**From:** James Mousalimas, Assistant Superintendent for Human Resources *JM*  
**Date:** March 5, 2007  
**Subject:** Receive Report on the San Joaquin County Office of Education Teacher Apprentice Program

**BACKGROUND:** With the implementation of the NCLB Highly Qualified Teachers requirements, the shortage of mathematics teachers in San Joaquin County, the state of California, and the nation has increased. Teachers of mathematics in grades 7-12 must now hold a single subject credential in mathematics and meet all requirements to become "highly qualified" under NCLB. In order to ensure that Tracy Unified can hire qualified mathematics teachers in the coming years, the District is considering a mathematics teacher apprentice program offered through the San Joaquin County Office of Education.

**RATIONALE:** The Teacher Apprentice Program targets current 11<sup>th</sup> grade Tracy Unified students who are interested in pursuing a career as a mathematics teacher with our District. Six students would be selected this year to participate in the program. These students would make a commitment to continuing their education after high school at Delta College for two years, and UOP for another two years. After completing a Bachelor of Science degree in mathematics, these students would immediately enter the San Joaquin County Office of Education teacher intern program and be hired as a mathematics teacher with Tracy Unified. The program's intent is to identify, develop, educate and support our own cadre of mathematics teachers to ensure that our students have qualified mathematics teachers in the classroom in future years.

**FUNDING:** N/A

**RECOMMENDATIONS:** Receive Report on the San Joaquin County Office of Education Teacher Apprentice Program

**Prepared by:** James Mousalimas, Assistant Superintendent for Human Resources



# BUSINESS SERVICES MEMORANDUM

**To:** James Franco, Superintendent

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

**Date:** March 16, 2007

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

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

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

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

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:          | Wilson Architecture  |
|    | Site:            | Williams Middle School   |
|    | Item:            | Agreement - Ratify   |
|    | Services:        | Provide architectural services; site drawings and improvement drawings for two relocatable classroom buildings as well as develop electrical services for fire and intrusion alarm system connections. |
|    | Cost:            | \$5,100.00   |
|    | Project Funding: | Developer Fees/ State School Building Fund (SSBF)  |
- 
- |    |                  |  |
|----|------------------|--|
| B. | Vendor:          | RGM & Associates   |
|    | Site:            | Williams Middle School   |
|    | Item:            | Agreement - Ratify   |
|    | Services:        | Provide construction management services for one (1) relocatable classroom building being placed at this time. |
|    | Cost:            | \$3,500.00   |
|    | Project Funding: | Developer Fees/ SSBF   |
- 
- |    |                  |   |
|----|------------------|---|
| C. | Vendor:          | RGM & Associates  |
|    | Site:            | George Kelly – Irrigation Service Upgrade   |
|    | Item:            | Agreement - Ratify  |
|    | Services:        | Provide construction management services to upgrade the irrigation services necessary to provide proper irrigation distribution to the school site. |
|    | Cost:            | \$3,000.00  |
|    | Project Funding: | Developer Fees/ SSBF  |
- 
- |    |                  |  |
|----|------------------|--|
| D. | Vendor:          | RGM & Associates   |
|    | Site:            | North School – Library Remodel   |
|    | Item:            | Agreement - Ratify   |
|    | Services:        | Provide construction management services to renovate the old multi-purpose and kitchen building into a library facility. |
|    | Cost:            | \$3,000.00   |
|    | Project Funding: | Redevelopment  |
- 
- |    |                  |   |
|----|------------------|---|
| E. | Vendor:          | Pacific Municipal Consultants (PMC)   |
|    | Site:            | Kimball High School   |
|    | Item:            | Agreement/Revision - Ratify   |
|    | Services:        | Revision necessary in order to expedite EIR process to meet scheduled land acquisition. |
|    | Cost:            | \$9,570.00  |
|    | Project Funding: | Developer and SSBF  |
-

---

F. Vendor: American Modular Systems  
Site: Tracy High School - Relocatable Classroom  
Item: Change Order #1  
Services: Additional lumber required due to adjustment in building pad size and installed one ADA Ramp for relocatable classroom.  
Cost: \$1,847.00  
Project Funding: Developer Fees

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G. Vendor: American Modular Systems  
Site: Tracy High School - Relocatable Classroom  
Item: Notice of Completion  
Services: Contractor to installed one (1) relocatable classroom and ADA required ramp.  
Original Contract: \$45,840.00    Change Order: \$1,847.00    Total Amount: \$47,687.00  
Completion Date: February 2, 2007  
Project Funding: Developer Fees

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TRACY  
UNIFIED SCHOOL DISTRICT

# BUSINESS SERVICES MEMORANDUM

**To:** James Franco, Superintendent

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

**Date:** March 16, 2007

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

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

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

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

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

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

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

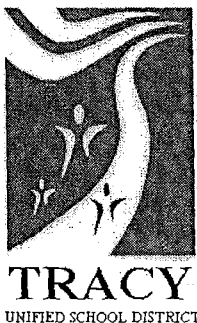
Prepared by: Casey Goodall, Associate Superintendent of Business Services

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

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A.	Vendor:	Kleinfelder.
	Site:	West High School – Stadium/Pool
	Item:	Change Order #1
	Services:	Additional cost to provide more detailed drilling investigations, laboratory testing and engineering analysis as required by the California Geologic Survey.
	Cost:	\$3,693.65 Estimated Cost
	Project Funding:	Local Bond Funds and State School Building Fund (SSBF)

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# BUSINESS SERVICES MEMORANDUM

**To:** James Franco, Superintendent

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

**Date:** March 20, 2007

**SUBJECT:** Receive Report on Heating, Ventilation, and Air Conditioning Maintenance for through March 20, 2007

**Background:** Tracy Unified School District has a goal of maintaining 98% of all HVAC units operating, and of those units which are not operational, to be repaired within 24 hours. On October 10<sup>th</sup>, the board authorized \$150,000 to initiate a Heating, Ventilation, Air Conditioning Preventive Maintenance Program. Interviews to hire the temporary employees were conducted on December 4<sup>th</sup>, additional staffing changes continued through the month of January.

Listed below is the progress report for each goal:

HVAC Goal 1: Has the HVAC team achieved the goal of 98% of all HVAC units operational?

Yes: The data show that the goal was achieved for every day from October through March 20. An average level of at least 99.38 has been maintained and a level of at least 99.06 was achieved for each date school was in session.

HVAC Goal 2: Were all inoperable units repaired within 24 hours?

No: The data show that as of January 31, 2007: One classroom unit has been inoperable for greater than 24 hours at McKinley Elementary School. This unit provides heat, but does not cool. This unit was originally scheduled for replacement during the month of December but has not yet been replaced (a number of units at this school have been replaced). The unit is on-hand and is scheduled for immediate installation.

One unit at West High School Administration office is operable, but placement of the thermostat leads to uncomfortable temperatures in many of the rooms. This has been planned to be addressed in the EMS change-out which has begun. However correction of this issue will require engineering of a variable zoning system. A timeline and funding requirements are being developed.

Three units in the Tracy High School Boy's Locker Room were identified for replacement on January 25<sup>th</sup> and planned for correction by February 5<sup>th</sup>. One of the units has been replaced. The other two units are scheduled for replacement in March.

One unit at Stein School was identified for replacement on March 15<sup>th</sup>. Skelton is scheduling replacement.

**Subsidiary Data 1:** Were 75 HVAC filters replaced each day?

No: The data shows that the goal has not been achieved on each day since October, however, the team has averaged 64 units per day. This data supports comments from the crew that the work varies dramatically depending on the location and type of equipment being serviced. Also, the variability of filters requires a great deal of inventory management, which requires several days per month. To date, the crew has met their goal of replacing all required filters each month.

**Subsidiary Data 2:** Was Preventive Maintenance performed on 15 HVAC units each day?

No: the two member crew was officially formed in early December, but because of vacation time and shuffling of employees, the employees did not settle into operation until the end of January. The effectiveness of the team was also impacted by absences. Until February 28<sup>th</sup>, the number of daily units maintained by the two member crew never exceeded 10. Team efficiency has improved in the month of March. The units have received no preventive maintenance for approximately ten years. It is thought subsequent work will progress more rapidly once each unit has received preventive maintenance the first time. It was stated in January that, if the crew completes six units per day, the 1060 units would be completed in 176 days. The crew has not been averaging 4 units per work day. The team had completed preventive maintenance on 299 units from October 3<sup>rd</sup> through March 13<sup>th</sup>. 761 units remain to be completed.

**Rationale:** An effective Preventive Maintenance effort generally improves the efficiency and effectiveness of HVAC programs.

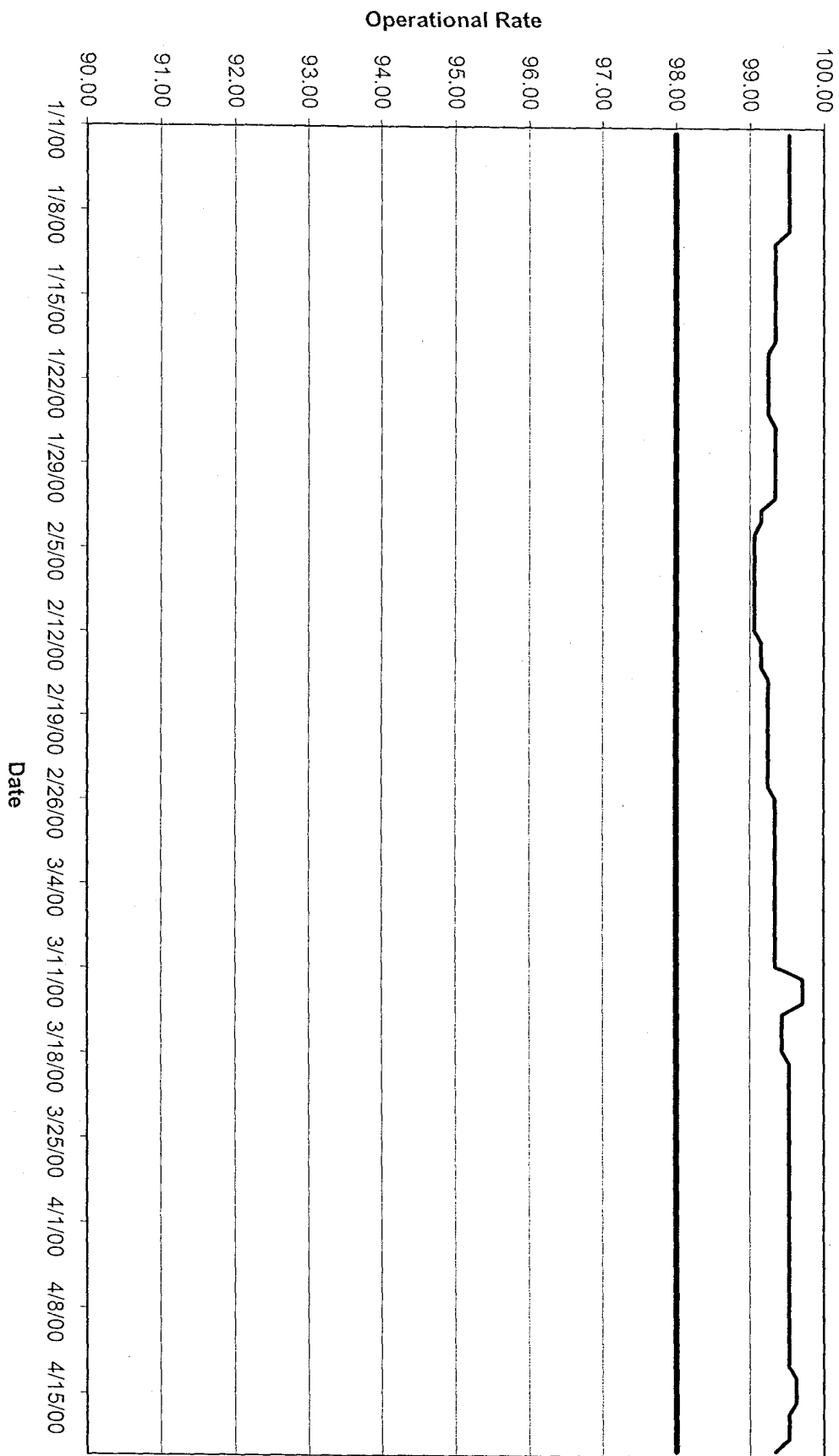
**Funding:** This agenda item is informational only.

**Recommendation:** Receive Report on Heating, Ventilation, and Air Conditioning Maintenance for through March 20, 2007

Prepared by: Casey Goodall, Associate Superintendent for Business Services, and Bill Willner, Director of Building Maintenance



# 98% Goal Trend



# HVAC Units Out of Operation

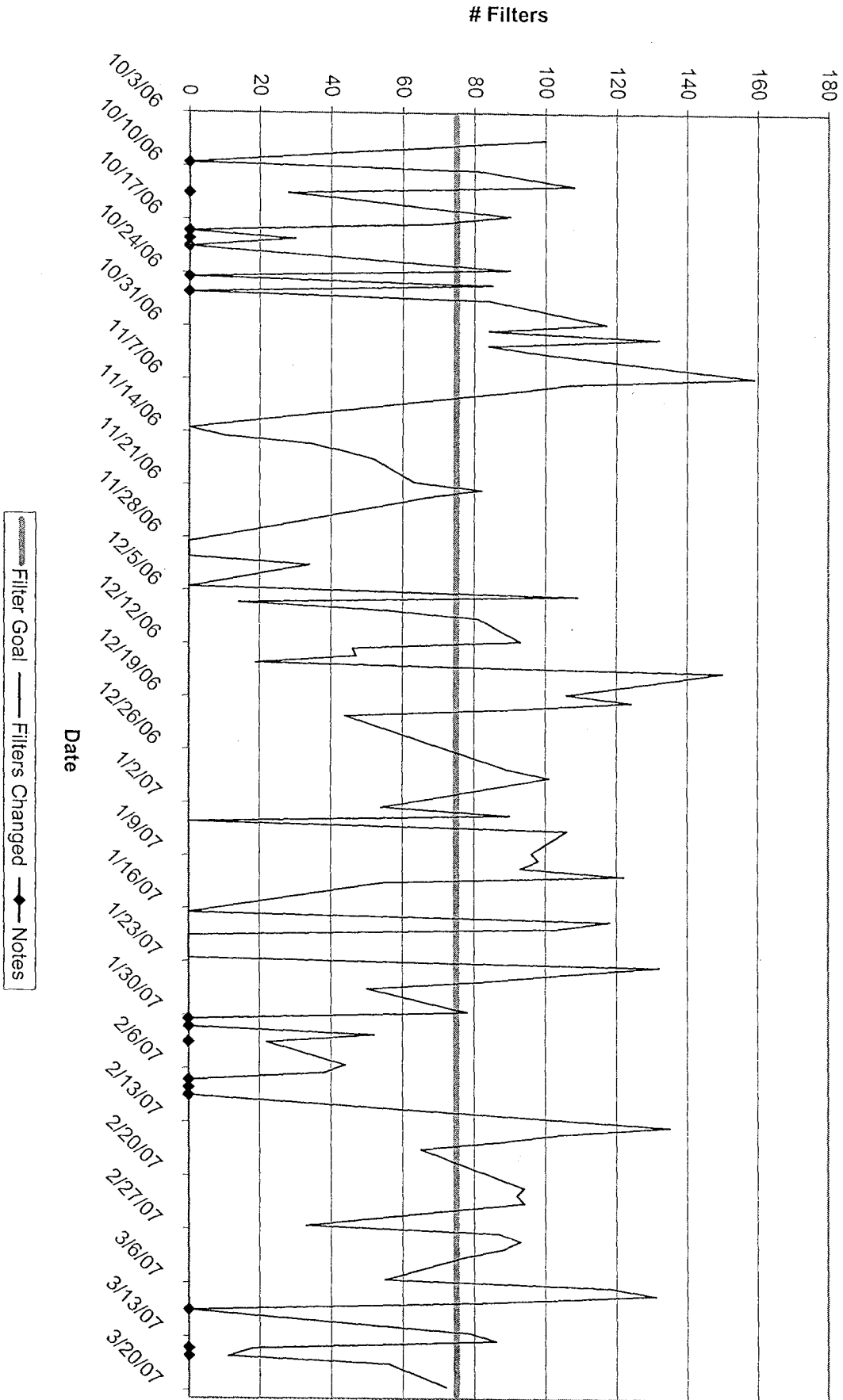
Date: 20-Mar-07

Site	# Units Installed	Units Down	Date Reported	Unit Reported	Estimated Repair Date	Reason Unit Out of Operation/Status	Parts Ordered? PO#	Status	Notes
<b>K-5 Sites</b>									
Behr	31								
Central	32	Kitchen	20-Mar-07			Unknown Compressor			
Hirsch	39								
Jacobson	39								
McKinley	33		19	16-Oct-06		23-Mar-07 19 - Compressor Out Oct 16.		Replace Unit 19.	Unit heating, but not cooling.
South/West Park	65								
Villavoz	39								
<b>K-8 Sites</b>									
Delta Island	16								
Freiler	50								
Kelly	46								
North	38								
Poet Christian	37								
<b>6-8 Sites</b>									
Monte Vista	53								
Williams	76								
<b>9-12 Sites</b>									
Tracy High School	123	1	1/25/2007			30-Mar-07 Boys Locker Room. Three units being replaced			
West High School	170	1	1/25/2007			30-Mar-07 Boys Locker Room. Three units being replaced			
IGCG	26	B-4	16-Nov-06			Unknown Admin. Thermostat movement rpd during EMS changeout			
George Stein/DR	29	Kitchen	20-Mar-07			Unknown Compressor			
Duncan Russell/Mallow	10		15-Mar-07			Unknown Age. Replace by Skelton			
<b>Other</b>									
Tracy Adult School	8								
DEC	33								
ISSET/MC	10								
Transportation Portable	1								
Transportation/Maitland	5								
Delta College	7								
Clover/TLC	44								
Total Units Installed*	1060								
Total Units Out of Operation		7							
Percent of Units Operation:	99.34%								

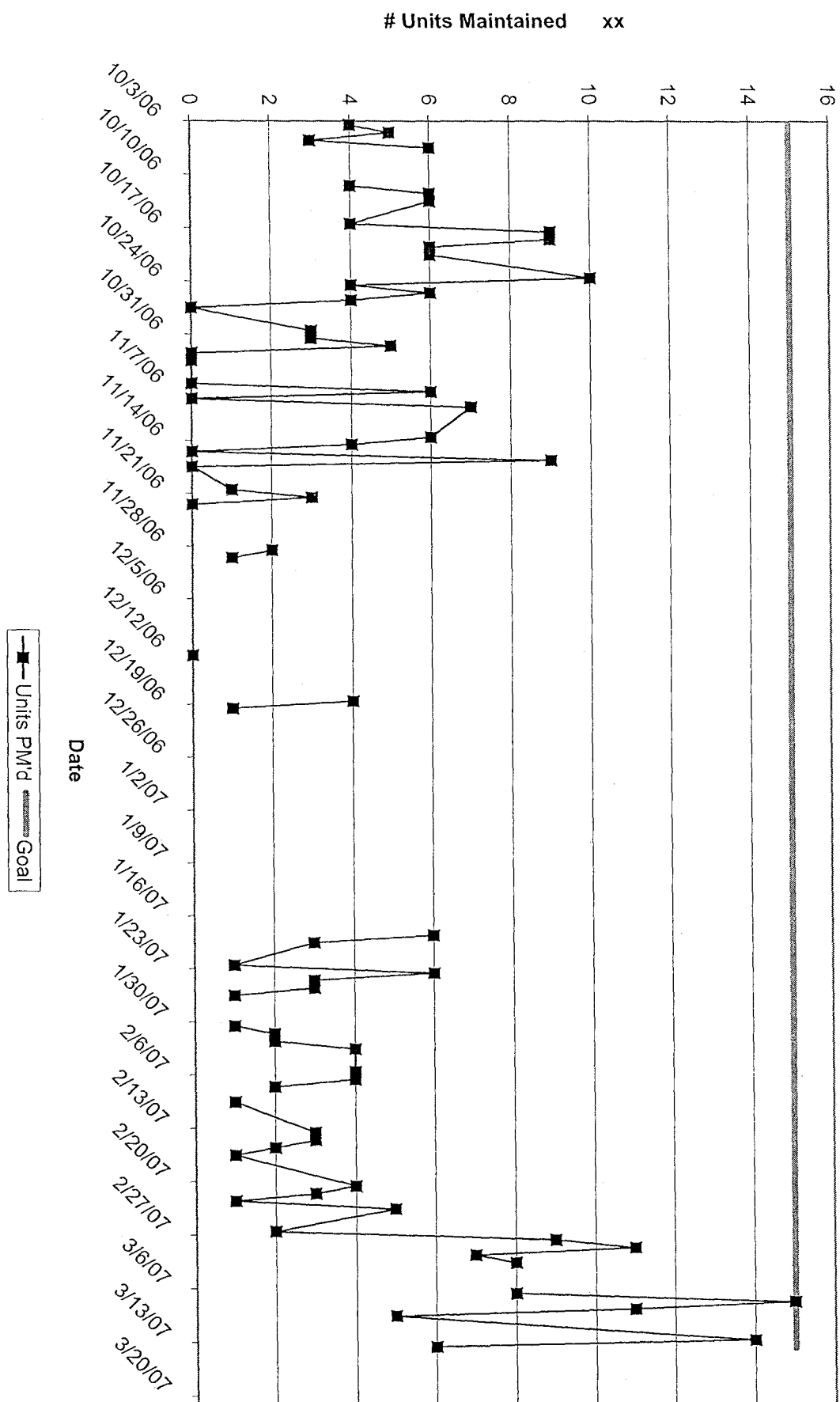
Note: Total Units installed does not count split systems in all Tech Data rooms throughout the district, window air conditioners, boilers, pumps, water heaters, and zoning controls & components, dampers, bypass dampers, fire dampers and several other related components. List will be updated with new information.

Examples: Hawley Westlake has 1 boiler, 1 pump, 28 zones with hydronic water coils for re-heat of each area independently. Wood shop/crafts area has 4 induct Reznor heaters for re-heat. Driver's Ed has 1 induct Reznor independent re-heat of office. Theater has 4 induct Reznor heaters for back stage, main stage and lobby.

Filters Changed Per Day



# Units PM'd October 2006 - March 2007





# BUSINESS SERVICES MEMORANDUM

**TO:** Dr. James C. Franco, Superintendent  
**FROM:** Dr. Casey Goodall, Associate Superintendent for Business  
**DATE:** March 21, 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/Tracy High School/Science Department:  
From: Mentor to Go Vision Planning Partner, Sharon "Sam" Sakai-Miller,  
14 Del Oro Ct., San Ramon, CA 94583.CV Donation: (5) Gateway DS 400  
L laptop computers with Office XP Pro Academic License and Office XP  
Pro. The total value of these computers: \$2,500.00

The students and staff of the Tracy Unified School District and the Tracy High School Science Department would like to thank Ms. Sakai-Miller and Mentor to Go Vision Planning Partners for the very generous donation. The computers will enhance the educational quality and learning environment for the students and are greatly appreciated.

**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.



# EDUCATIONAL SERVICES MEMORANDUM

**To:** Dr. James Franco, Superintendent  
**From:** ~~Dr. James Franco~~ Dr. Sheila Harrison, Assistant Superintendent of Educational Services  
**Date:** March 13, 2007  
**Subject:** Approve Overnight Travel for the West High School Future Business Leaders of America Students to the FBLA State Conference, April 20-21, 2007

**Background:** Future Business Leaders of America State Conference is sponsored by the State of California each year. It is a part of their organizational structure to provide professional development opportunities for club participants. They provide networking opportunities as well; exposing the future business leaders to a business environment through interactive workshops and competitive events.

**Rationale:** West High has (6) six FBLA students who placed at the sectional conference in February. They have qualified to move on to the next level of competition. This competition takes place at the State Conference. This conference is a rounding out of the experiences and learning that FBLA students have received all year long. It meets Strategic Goal #5, Citizenship.

**Funding:** There will be no cost to Tracy Unified School District. The estimated cost for registration fees and 2 night hotel stay is \$1,382.00. FBLA will pay for this out of funds raised by the club for this purpose. The students will provide for their own meals. Mrs. Burns, WHS teacher and club adviser, will transport students in her private vehicle. She will place her license and insurance information on file in the transportation department. Parental permission to transport the students in a private vehicle will be obtained.

**Recommendation:** Approve Overnight Travel for the West High School Future Business Leaders of America Students to the FBLA State Conference, April 20-21, 2007

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



# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. James Franco, Superintendent  
**FROM:** ~~Dr. James Franco~~ Dr. Sheila Harrison, Assistant Superintendent of Educational Services  
**DATE:** March 16, 2007  
**SUBJECT:** **Approve Overnight Travel for Twenty Five Tracy High School Students and One Advisor to Participate in the California Highway Patrol's *Every 15 Minutes* Program on April 26 and 27, 2007**

**BACKGROUND:** The California Highway Patrol in conjunction with the Department of Alcoholic Beverage Control and the Office of Traffic Safety is taking a proactive step in educating local high school students about making mature decisions when alcoholic beverages are involved. There is one alcohol-related traffic fatality in the United States every 15 minutes. *Every 15 Minutes* is a program that challenges high school juniors and seniors to think about drinking, driving, personal safety and the responsibility of making decisions when lives are involved.

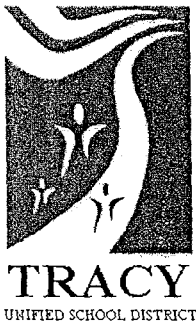
**RATIONALE:** Approximately 25 students exhibiting leadership skills have been selected to participate. Every 15 minutes, one student will be escorted out of class by the 'grim reaper' and sequestered on campus. Several students will also participate in a simulated traffic collision at Tracy High School. After school on Thursday, April 26, the students and one staff member from Tracy High school and chaperones from the California Highway Patrol will accompany students to the Tracy Holiday Inn overnight where they will participate in counseling and educational activities. This supports Strategic Goal #4 Developing the Whole Student and Strategic Goal #5 Citizenship.

**FUNDING:** The entire cost of funding for the set up, drama presentation, meals, supervision, accommodations, and miscellaneous expenses will be paid by a California Highway Patrol State Grant for this purpose. Substitute charges for staff member Ms. Costa will be paid by the CA Highway Patrol. No District funds will be used.

**RECOMMENDATION:** Approve Overnight Travel for Twenty Five Tracy High School Students and One Advisor to participate in the California Highway Patrol's *Every 15 Minutes Program* on April 26 and 27, 2007

**Prepared by:** Mr. Pat Anastasio, Principal





# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. James Franco, Superintendent  
**FROM:** Dr. Sheila Harrison, Assistant Superintendent of Educational Services  
**DATE:** March 12, 2007  
**SUBJECT:** Approve Service Agreement with Fantasy Theatre to Provide Two Assemblies at North School on March 28, 2007

**BACKGROUND:** The Fantasy Theatre Festival presents five original plays written by elementary and middle school students. The Festival stages five winning scripts chosen from among more than 200 entries and representing creative and imaginative work from students throughout Northern California. Fantasy Theatre is a fully self-contained theatre troupe that travels to schools to perform 45-minute assemblies for students from kindergarten to 8<sup>th</sup> grade. The troupe usually consists of 5 to 6 professional actors plus a stage manager. The Fantasy Theatre has a portable stage that includes a sound system.

**RATIONALE:** The students at North School have participated in fundraisers with the goal in mind to provide assemblies for the student body. This assembly will provide entertainment to children while instilling in them a love for the theatre and a specific appreciation for the art of playwriting. This supports Strategic Goal #2, Quality Learning.

**FUNDING:** The fee for the assembly is \$800 for two assemblies. The \$800.00 fee is being paid by the North School Parent Faculty Agreement.

**RECOMMENDATION:** Approve Service Agreement with Fantasy Theatre to provide two assemblies at North School on March 28, 2007.

Prepared by: Frederick Medina, North School Principal.

FROM :

MAR-16-2007 FRI 11:11 AM B Street Theatre

FAX NO. :

Mar. 16 2007 11:25AM P2  
FAX NO. 916 443 0814

FROM :

FAX NO. :

Mar. 16 2007 09:25AM P1

**TRACY UNIFIED SCHOOL DISTRICT**  
1875 W. Lowell Avenue, Tracy, California 95378

**AGREEMENT FOR SPECIAL CONTRACT SERVICES**

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and Fantasy Theatre, 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 assemblies
2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 2 hours, under the terms of this agreement at the following location: North School, 2875 Holly Dr., 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 \$400.00 per assembly, not to exceed a total of \$800.00. 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 \$ 0 for the term of this agreement.
  - c. District shall make payment on a ☐ MONTHLY PROGRESS BASIS, ☒ SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.
4. The terms of the agreement shall commence on March 28, 2007, and shall terminate on March 28, 2007.
5. This agreement may be terminated at any time during the term by either party upon thirty day's written notice.
6. Contractor shall contact the District's designee, Frederick A. Medina at (209) 831-5272 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 its 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 use thereof will be permitted except by permission of the District. Proprietary materials will be exempted from this clause.

**AGREED:**

Valerie Marston  
Contractor Signature (1)

Social Security Number (2)

3-16-07

Date

Administrator

Title

2711 B Street

Address

Sacramento, CA 95816

Tracy Unified School District

Date

Title

North School Parent Faculty Alliance

Account Number to be Charged

Friedrich R. Marston

Department/Title 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: C:\Users\G...  
Title: Employee

# ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID S2  
THEAT-1  
DATE (MM/DD/YYYY)  
11/02/06

<b>PRODUCER</b> Warren G. Bender Co. 4350 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.	
<b>INSURED</b>  Theatre for Children, Inc. Fantasy Theatre 2711 B Street Sacramento CA 95816		<b>INSURERS AFFORDING COVERAGE</b>	<b>NAIC #</b>
		INSURER A: <b>Fireman's Fund Ins. Co.</b>	<b>21873</b>
		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	MZX80847003	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
		GEN'L AGGREGATE LIMIT APPLIES PER:				PERSONAL & ADV INJURY \$ 1,000,000
		<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				GENERAL AGGREGATE \$ 2,000,000
						PRODUCTS - COMP/OP AGG \$ 2,000,000
A		AUTOMOBILE LIABILITY	MZX80847003	08/28/06	08/28/07	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
		<input checked="" 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	Tier 1			AUTO ONLY - EA ACCIDENT \$
		<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY: EA ACC \$
						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 <input type="checkbox"/> OTH-ER <input type="checkbox"/>
		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 1203.

### CERTIFICATE HOLDER

TRACTRS

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 REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

*Stephen A. Bender Pres.*

# MultiCover® - CG 71 58 12 03

Policy Amendment(s) Commercial General Liability Coverage Form

Your Commercial General Liability Coverage Form is revised as follows:

## 1. Broadened Named Insured

### A. SECTION II - WHO IS AN INSURED, item 3., is replaced by the following:

3. Any organization that you own at the inception of this policy, or newly acquire or form during the policy period, and over which you maintain during the policy period majority ownership or majority interest, will qualify as a Named Insured if:

- a. There is no other similar insurance available to that organization; and
- b. The first Named Insured shown in the Declarations has the responsibility of placing insurance for that organization; and
- c. That organization is incorporated or organized under the laws of the United States of America.

However:

- (1) Coverage under this provision 3 is afforded only until the next occurring annual anniversary of the beginning of the policy period shown in the Declarations, or the end of the policy period, whichever is earlier; and
- (2) Coverage A does not apply to **bodily injury** or **property damage** that occurred before you acquired or formed the organization; and

- (3) Coverage B does not apply to **personal and advertising injury** arising out of an offense committed before you acquired or formed the organization.

### B. SECTION II - WHO IS AN INSURED, the last paragraph, is replaced by the following:

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture, or limited liability company that is not shown as a Named Insured in the Declarations. However, this does not apply to a limited liability company that meets all of the conditions in Section II - Who Is An Insured, item 3., above.


## 2. Additional Insured


SECTION II - WHO IS AN INSURED, subsection 2.e. is added as follows:

- e. Any person or organization is included as an additional insured, but only to the extent such person or organization is held liable for **bodily injury, property damage or personal and advertising injury** caused by your acts or omissions. With respect to the insurance afforded to such insured, all of the following additional provisions apply:

- (1) You and such person or organization have agreed in a written insured contract that such person or organization be added as an additional insured under this policy;
- (2) The **bodily injury, property damage or personal and advertising injury** for which said person or organization is held liable occurs subsequent to the execution of such insured contract;

This Form must be attached to Change Endorsement when issued after the policy is written.  
One of the Fireman's Fund Insurance Companies as named in the policy

  
Secretary

  
President



# EDUCATIONAL SERVICES MEMORANDUM

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**TO:** Dr. Jim Franco, Superintendent  
**FROM:** ~~Dr.~~ Sheila Harrison, Assistant Superintendent, Educational Services  
**DATE:** March 9, 2007  
**SUBJECT:** Approve Service Agreement for the Ned Show Assembly at Art Freiler School.

**BACKGROUND:** The mission of The Ned Show is to encourage and inspire students everywhere. The Ned Show promotes academic achievement and character development. The Ned Show has performed to over 15 million kids in all 50 states. They have been performing for over 20 years.

**RATIONALE:** The Ned Show will present on April 25, 2007 for approximately 600 students. They will come equipped with all the supplies they need. This supports Strategic Goal #2, Quality Learning Environment, providing students with real-world learning opportunities. There is no charge for this assembly.

**FUNDING:** The program is free.

**RECOMMENDATION:** Approve service agreement for The Ned Show Assembly at Art Freiler School.

Prepared by: Marylee Barron, Principal, Art Freiler School

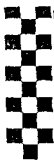
TRACY UNIFIED SCHOOL DISTRICT

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 THE NED STOW, 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: ASSEMBLY ON APRIL 25, 2007,  
9:00 AM.
2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 1 HOURS(DAY(S)) (circle one), under the terms of this agreement at the following location ART FREILER SCHOOL, 2421 W. LOWELL AVE,  
TRACY, CA 95377
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
  - a. District shall pay \$ 0 per HOUR/DAY/FLAT RATE (circle one), not to exceed a total of \$ \_\_\_\_\_. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
  - b. District [ ] SHALL; [☒] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the district rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ \_\_\_\_\_ 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 APRIL 25, 2007, 2007, and shall terminate on APRIL 25, 2008, 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, RENEE LITTLE at (209) 83 1-5170 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.



## 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:**

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Consultant Signature (1)

---

Tracy Unified School District

---

Social Security Number (2)

---

Date

---

Date

---

Title

---

Title

---

Account Number to be Charged

---

Address

---

Department/ Site Approval

---

Budget Approval

---

Date Approved by the Board

Send all copies to the Business Office:

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





## PERFORMANCE AGREEMENT

Show Date: April 25, 2007

SchID: 166577

Show Time: 1:30 pm - 2:15 pm

School: ART FREILER ELEMENTARY SCHOOL

Contact Name/Title: MS. RENEE RAFEAL-LITTLE, TEACHER/ASSEMBLIES

Booking Agent: Bruce Thompson

K-6, 600

Toll Free: 1.877.872.9696 Ext 144

E-mail: bthompson@allforkidz.com

Fax: 800-969-6624

All for KIDZ<sup>®</sup>, Inc., producers of THE NED SHOW<sup>®</sup> agrees to:

1. **Present THE NED SHOW<sup>®</sup>** on the date and time entered above.
2. Provide your school with **posters and ready-to-copy materials** to send home.
3. Give your school two **free how-to-yo-yo videos** for more fun after the show.
4. **All for KIDZ<sup>®</sup> reserves the right to reschedule** the performance due to performer illness or other extenuating circumstances. In the unlikely event of a change, the program will be moved to a mutually agreeable time.
5. You have chosen the No-fee option. The normal program fee of \$1,000 is waived in lieu of your school running the five day **NED<sup>®</sup>** item sale.
6. All for KIDZ<sup>®</sup> will **pay return postage** on unsold items.
7. **Extra Bonus.** When you exceed \$1,000 in sales, 10% of the entire proceeds will be awarded to your school in the form of a **NED SHOW<sup>®</sup>/Sportime<sup>®</sup>** Certificate for the purchase of Playground/PE Equipment.

Your school agrees to:

1. **Copy and send home, "NED<sup>®</sup> IS COMING TO OUR SCHOOL"** (parent flyer), a few days prior to the show.
2. You have chosen the No-fee option and agree to **have NED<sup>®</sup> items available for purchase** for a minimum of five (5) school days following the show.
3. Do your best to **provide a NED<sup>®</sup> play zone** for students to enjoy their **NED<sup>®</sup>** items.  
This reinforces the **NED<sup>®</sup>** message.
4. **Protect our copyright.** Take pictures of the show if you wish, but agree that no part of the program may be videotaped, recorded, reproduced or transmitted.
5. **If your school should cancel** this agreement within 2 weeks (14 days) of the scheduled performance date, your school agrees to pay a cancellation fee of \$200. (Does not include acts of God, i.e., inclement weather or school closures).

Please sign below and fax to **800-969-6624**

*Thank you. Please retain this original for your records.*

*We look forward to bringing THE NED SHOW<sup>®</sup> to your school.*

School Representative: \_\_\_\_\_

*Signature*

\_\_\_\_\_  
*Name and title (please print)*

**All for  
KIDZ<sup>™</sup>**

Promoting Academic Achievement Through Character Development.<sup>™</sup>  
**www.allforkidz.com**

Producers of The NED Show © 2004 All for KIDZ, Inc. \* All Rights Reserved

**ACORD CERTIFICATE OF LIABILITY INSURANCE**OP ID S1  
ALLFO-1DATE (MM/DD/YYYY)  
03/08/07

<b>PRODUCER</b>  Hub International NW LLC PO Box 3018 Bothell WA 98041-3018 Phone: 425-489-4500 Fax: 425-485-8489		<b>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.</b>	
<b>INSURED</b>  All For Kidz Inc., Superyo LLC P.O. Box 1707 Bothell WA 98041-1707		<b>INSURERS AFFORDING COVERAGE</b>	<b>NAIC #</b>
		INSURER A: Western National Assurance Co.	
		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	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	X	<b>GENERAL LIABILITY</b>	CP300007948	05/04/06	05/04/07	EACH OCCURRENCE	\$ 1000000
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100000
		<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	\$ 5000
						PERSONAL & ADV INJURY	\$ 1000000
						GENERAL AGGREGATE	\$ 2000000
						PRODUCTS - COMP/OP AGG	\$ 2000000
						Emp Ben.	1000000
		<b>AUTOMOBILE LIABILITY</b>				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					
		<b>GARAGE LIABILITY</b>				AUTO ONLY - EA ACCIDENT	\$
		<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	\$
						AGG	\$
		<b>EXCESS/UMBRELLA LIABILITY</b>				EACH OCCURRENCE	\$
		<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$
							\$
		<input type="checkbox"/> DEDUCTIBLE					\$
		<input type="checkbox"/> RETENTION \$					\$
		<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>				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	\$
		OTHER				E.L. DISEASE - POLICY LIMIT	\$

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

IT IS AGREED THE CERTIFICATE HOLDER IS INCLUDED AS ADDITIONAL INSURED AS REQUIRED BY WRITTEN CONTRACT.

RE: ANY AND ALL OPERATIONS OF THE NAMED INSURED.

**CERTIFICATE HOLDER**

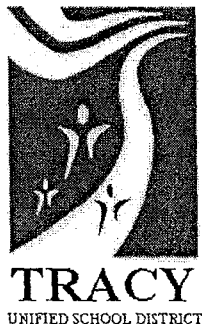
ARTFREI

ART FREILER ELEMENTARY  
2421 W LOWELL AVE  
TRACY CA 95377

**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 REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE



# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. James Franco, Superintendent  
**FROM:** ~~AA~~ Dr. Sheila Harrison, Assistant Superintendent of Educational Services  
**DATE:** March 7, 2007  
**SUBJECT:** Ratify Contract with The Speech Path

**BACKGROUND:** A student with autism was assessed last year in order to determine her needs for a speech out-put or augmented communication device. It was agreed by the IEP team that this student needed both the device and support from an augmented communication specialist. TUSD does not have anyone trained in this area at this time. The Speech Path will be providing on-going training and consultation on the use of an augmented communication device per this child's IEP. Ratification is necessary due to the fact that the services are in place per the IEP at this time. There was a delay in the implementation of these services due to the provider's severe injury.

**RATIONALE:** A school district must provide designated instructional services in order for a child to benefit from their special education services. Augmented communication consultation is a designated instructional service and at this time there is no District employee with the skills to meet this need. This request supports Strategic Goal #2, "Create Quality Learning Environments."

**FUNDING:** Expenses for this contract are billed at \$100.00 per hour. Total contract expenses will not exceed \$1600 through June 30, 2007. Funding for Nonpublic School tuition is built into our 602 funding base for special education. Expenditures that exceed the base funding are reimbursed at 70% from San Joaquin SELPA funds. Nonpublic agency expenses are budgeted in account #01-6500-0-5750-1180-5800-800-2542.

**RECOMMENDATION:** Ratify Contract with The Speech Path

**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 **The Speech Path**, 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: **Augmented communication specialists consultation to IEP team. Services include direct contact with pupil for training and use of augmented communication device; training and consultation on the use of the device to team members including parent(s), teacher, aides, occupational therapist, district SLP and behaviorist.**

2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of ( 10 hours) , under the terms of this agreement at the following location any and all school sites in TUSD, or the contractor's home office.

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

- a. District shall pay \$ 100.00 per hour not to exceed a total of <sup>1600.00</sup> ~~\$4000.00~~ for this contract. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
- b. District [ ] **SHALL**; [ X ] **SHALL NOT** reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the district rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$\_\_\_\_\_ for the term of this agreement.
- c. District shall make payment on a [ ] **MONTHLY PROGRESS BASIS**, [X] **SINGLE PAYMENT UPON COMPLETION OF THE DUTIES** and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.

4. The terms of the agreement shall commence on October 14, 2006 and shall terminate on June 30, 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 at (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.

Agreement for Special Contract Services - Page 2

Contractor agrees to hold harmless and to indemnify District for:

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

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

**AGREED:**

Consultant Signature (1)

Social Security Number (2)

Date

Title

Address

Tracy Unified School District

Date

Title

01-6500-0-5770-1180-5800-800-2512

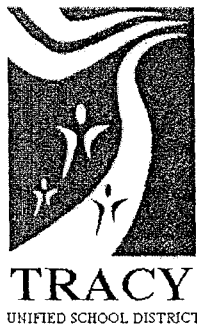
Account Number to be Charged

Department/ Site Approval

Budget Approval

Date Approved by the Board

Send all copies to the Business Office:



# EDUCATIONAL SERVICES MEMORANDUM

To: Dr. James Franco, Superintendent  
From: Dr. Sheila Harrison, Assistant Superintendent of Educational Services  
Date: March 16, 2007  
Subject: Approve Service Agreement for *The Ben Franklin Colonial Assembly* presented to the 5<sup>th</sup> grade at South/West Park Elementary on May 7, 2007.

**BACKGROUND:** *Ben Franklin's Colonial Assembly* is a traveling museum from the International Printing Museum in Carson, CA. They provide a two hour presentation on colonial history. For the first hour, Ben Franklin teaches the students about his life, his inventions, and the progress he made in science and technology. The second hour is spent with a workable, colonial printing press. This presentation will reinforce the following California Social Studies Standard for 5<sup>th</sup> grade: *5.4 Students understand the political, religious, social, and economic institutions that evolved in the colonial era.*

**RATIONALE:** Our 5<sup>th</sup> grade team made the decision to invite traveling teachers to our site this year instead of traveling off campus due to the high cost of bussing students. By inviting educational programs to our site, we have been able to provide a number of educational experiences that enhance our 5<sup>th</sup> grade curriculum. The Ben Franklin Colonial Assembly has been to South School previously and we know that their presentation is a valuable learning experience. This supports strategic goal #2, Quality Learning Environment.

**FUNDING:** Funding not to exceed \$550. Funded by School Site Block Grant.

**RECOMMENDATION:** Approve Service Agreement for *The Ben Franklin Colonial Assembly* presented to the 5<sup>th</sup> grade at South/West Park Elementary on May 7, 2007.

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 **the International Printing Museum**, 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: Ben Franklin's Colonial Assembly will give a 2 part presentation on the life of Benjamin Franklin and the workings of a real life printing press, like one that may have been used during the colonial era.
2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of **2 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 \$550 **FLAT RATE**, not to exceed a total of \$550. 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 May 7, 2007, and shall terminate on May 8, 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.

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# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. James Franco, Superintendent  
**FROM:** ~~AA~~ Dr. Sheila Harrison, Assistant Superintendent of Educational Services  
**DATE:** ~~AA~~ March 19, 2007  
**SUBJECT:** Ratify Special Services Contract with Percussion Discussion for the Assembly Conducted on March 20, 2007

**BACKGROUND:** This assembly is designed to encourage students to take an active interest in music by learning that music can be fun. The school's desire is to celebrate and learn about different ethnicities and the music that is interwoven into a variety of cultures. The emphasis of this assembly will be building self esteem. The performance will include resource guides for each classroom teacher and information on free band clinics. This agenda item needs to be ratified due to a late submission as a result of support staff's absence.

**RATIONALE:** Percussion Discussion will provide students with knowledge about cultural origins of instruments. The assembly provides a relationship between science, culture and self esteem. The cultures represented are from countries such as Africa, South America, and Turkey. The students will enjoy a fully professional theatrical performance with active participation with fun, laughter and learning. The students will leave with an awareness of cultural diversity, the desire to experiment with sound, a new attitude toward goal setting and the desire to become musically active. This supports Strategic Goal #2- Quality Learning Environments.

**FUNDING:** The cost of \$700 will be paid by the Villalovoz Parent Faculty Club.

**RECOMMENDATION:** Ratify Special Services Contract with Percussion Discussion for the Assembly Conducted on March 20, 2007

**Prepared by:** Lisa Beeso, Principal

<b>ACORD CERTIFICATE OF LIABILITY INSURANCE</b>		OP ID K2 PERCU-1	DATE (MM/DD/YYYY) 02/15/07
<b>PRODUCER</b> Cummins Insurance Agency, Inc. License # OC42488 9343 Tech Center Drive, #110 Sacramento CA 95826-2563 Phone: 916-362-7791 Fax: 916-362-5035		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.	
<b>INSURED</b>  Percussion Discussion Ken Bergman 5001 Nortonville Antioch CA 94531		<b>INSURERS AFFORDING COVERAGE</b>	<b>NAIC #</b>
		INSURER A: <b>The Hartford</b>	
		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	PROD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS								
A	X	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POL CY <input type="checkbox"/> PRO JECT <input type="checkbox"/> LOC	57SMBRH2380	02/26/07	02/26/08	EACH OCCURRENCE \$ 1000000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300000 MED EXP (Any one person) \$ 10000 PERSONAL & ADV INJURY \$ 1000000 GENERAL AGGREGATE \$ 2000000 PRODUCTS - COM/PROP AGG \$ 2000000								
		<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGL LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$								
		<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$								
		<b>EXCESS/UMBRELLA LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  DEDUCTIBLE \$ RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$								
		<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER				<table border="1" style="width:100%;"> <tr> <th>VIC STATUS</th> <th>TOTL</th> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td>\$</td> </tr> </table>	VIC STATUS	TOTL	E.L. EACH ACCIDENT	\$	E.L. DISEASE - EA EMPLOYEE	\$	E.L. DISEASE - POLICY LIMIT	\$
VIC STATUS	TOTL													
E.L. EACH ACCIDENT	\$													
E.L. DISEASE - EA EMPLOYEE	\$													
E.L. DISEASE - POLICY LIMIT	\$													

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

Additional Insured per attached form for various school assemblies.  
 \*10 days' notice in the event of cancellation for nonpayment of premium.  
 REVISED 3/5/07. This certificate replaces all previously issued certificates.

**CERTIFICATE HOLDER**

Tracy Joint Unified School District Attn: Cindy Everhart 1875 West Lowell Avenue Tracy CA 95376	<b>TRACY-2</b>
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**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 REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE  
*Kathy Zirkle*

ACORD 25 (2001/08)

© ACORD CORPORATION 1988

Policy Number: 57SBAMRH2380

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

**BUSINESS LIABILITY COVERAGE FORM**

C. Who is an insured in the BUSINESS LIABILITY or losses covered under the BUSINESS.

C. Who is an insured in the BUSINESS LIABILITY COVERAGE FORM is amended to include as an insured the person or organization shown in the Declarations but only with respect to liability arising out of the operations of the **named insured**.

For losses covered under the BUSINESS LIABILITY COVERAGE of this policy this insurance is primary to other valid and collective insurance which is available to the person or organization shown in the Declarations as an Additional Insured.

Ken Bergmann's  
***Percussion Discussion***

**Percussion Discussion Technical Information**

**Space Required:** *Percussion Discussion* requires a space 25 feet wide, and 12 feet deep. If your space does not meet these dimensions please let us know.

**Parking Needs:** We will need to bring our vehicle as close to the performance site as possible. If there is a chance that this will be a problem please let us know. In addition, we will need a place to park our vehicle during the performance. If necessary we ask that you help us by reserving a parking place for us, preferably at the close load-in site.

**Time Required:** We need to be able get into the performance space 1 1/2 hours before the performance. We will need one hour after the performance to pack and load *Percussion Discussion*.

**Directions:** Please let us know how to get to each performance location. Please send directions, or a local map, that would help us find you. This can be included when you return the *Percussion Discussion* contract and/or deposit.

**Checks:** Checks should be made out to Ken Bergmann and are due on the day of the performance.

**Microphones:** We will provide our own sound system.

**Additional Needs:** We request the use of one folding chair, a small table or desk, and three music stands. The music stands should be of the Manhasset or Wenger variety. If these items are not available please let us know.

**The Performance:** In order to start *Percussion Discussion* we ask that someone from your staff introduce Ken Bergmann.

**Resource Guides:** Please indicate the number of teacher resource guides you require.

\_\_\_\_\_

I have read and understand the above.

\_\_\_\_\_  
Justine Webb

\_\_\_\_\_  
Date

Ken Bergmann's *Percussion Discussion* ❖ 5001 Nortonville Ct, ❖ Antioch, CA 94531 ❖ 925-755-3786

**Tracy Unified School District**  
315 East Eleventh Street, Tracy California 95376-4095

**AGREEMENT FOR SPECIAL CONTRACT SERVICES**

This Agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and Ken Bergmann's Percussion Discussion 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: Assembly including curriculum materials and a post show question and answer session during the day on **March 20, 2007**.
2. Contractor will provide the above service(s), as outlined in Paragraph 1, for a period of up to a total of \_\_\_\_\_ ( ), under the terms of this agreement at the following location **Villalovoz School** \_\_\_\_\_.
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
  - A. District shall pay \$700 (~~Flat Rate~~ Hourly), not to exceed a total of \$700. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
  - B. District [ ] SHALL; [ X ] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals, and lodging at rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ 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 "Invoice of Non-Employee Consultant Services". Original paid receipts are required for lodging, airfare (passenger coupon or ticket stub), automobile rental and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.
4. The term of this agreement shall commence on **March 20, 2007** and shall terminate on **March 20, 2007**.
5. This agreement may be terminated at any time during the term by either party upon N/A ( 0 ) days written notice.
6. Contractor shall contact the District's designee, **Lisa Beeso**, with any questions regarding performance of the service outline above. District's designee shall determine if and when Contractor has completed the services described.
7. The parties intend that an independent contractor relationship is created by this contract and District assumes no responsibility for workers compensation liability. District likewise assumes no responsibility for liability for loss, damage, or injury to person(s) or property resulting from, or caused by, contractor's activities during or relating to the performance of service under this Agreement.

Contractor agrees to hold harmless and to indemnify district for:

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

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

**AGREED:**

Ken Bergeson  
Consultant Signature (1)

[REDACTED]  
Social Security Number or TIN number (2)

3/20/06  
Date

Owner  
Title

5001 Nortonville Ct.  
Address

Antioch, CA 94531  
City/State/Zip

925-755-3786  
Phone Number

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Account Number to be charged

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

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

Glenda Borejko Page 2 03/10/1998

*Ken Bergmann's*  
**Percussion Discussion**

**Percussion Discussion Contract**

This Contract made and entered into on 1/5/2007 at Pleasant Hill California by and between Ken Bergmann and Justine Webb of Villalovoz Elementary School, 1550 Cypress Dr., Tracy, CA 95376, 209-831-5400 agree to the following:

1. Ken Bergmann will perform the following performance(s):

*Percussion Discussion Tuesday, March 20, 2007 at 4:00pm and 2:00pm*

2. Ken Bergmann will arrive 1-2 hours prior to performance time for set up. Please refer to the Percussion Discussion Technical Information sheet for further details.

3. Ken Bergmann shall receive as compensation: \$700.00 to be paid in the following manner: NO deposit required at least one month prior to the performance. \$700.00 due on the date of the performance. Please make checks payable to Ken Bergmann. Justine Webb agrees to consult the Percussion Discussion Technical Information sheet for set up and strike time needed for Percussion Discussion.

4. Cancellation Policies for Percussion Discussion:

Within 48 hours: 100% of fee

Within four weeks: 50% of fee

All other cancellations: no fee

There is no fee for changing the performance date if the change is made at least four weeks prior to the original performance date. Otherwise the above cancellation fees will apply.

Cancellation and date change fees may be waived in the event of unavoidable circumstances.


Ken Bergmann and/or his representatives reserve the right to cancel a program in circumstances of unforeseen illness or emergency.

Any changes in this contract must be made in writing four weeks prior to the performance date and by mutual agreement only.

Video Taping and/or Recording of Percussion Discussion is expressly forbidden without the written consent of the artist.

In witness whereof, the parties have executed this CONTRACT on 1/5/2007

  
Justine Webb (or) for Villalovoz Elementary School

  
Ken Bergmann, Percussion Discussion

Ken Bergmann's Percussion Discussion ♦ 5001 Nortonville Ct. ♦ Antioch, CA 94531 ♦ 925-755-3786

# Think Outside The Drum!

Mention drums to a kid and watch their eyes light up! Play a drum and watch their bodies light up. In Percussion Discussion, faces are aglow and bodies are engaged as they learn about the incredible cultural diversity of percussion instruments. The drums of Africa, cowbells from Switzerland, the most sophisticated computers - even a hilarious romp through the sound effects of radio and motion pictures. Mr. Bergmann provides a wealth of cross curricular information. Culture, science, music and self-esteem are all an integral part of this extraordinary performance.

## Students Learn About:

- The incredible variety of percussion instruments - Over 20 instruments are played.
- The cultural origins of the instruments - Africa, South America, Turkey and more!
- The relationship between science and culture - How could bells be invented before metal or computers before microchips?
- Self esteem - How do you get your hands to move so fast? How much do you practice? These questions are answered with an emphasis on self-esteem.

## Audiences Enjoy:

- Fun, laughter and learning
- A fully professional theatrical performance
- Active participation throughout the performance

## Audiences Leave With:

- An awareness of cultural diversity
  - The desire to experiment with sound
  - A new attitude toward good setting
  - The desire to become musically active
- Read what our audiences are saying about Percussion Discussion on the back page!

## Notable Performances:

Lawrence Hall of Science, UC Berkeley (1997, 2001, 2002)  
Youth in Arts, Marin Center (1998-2002)  
Dean Lester Regional Center for the Arts, Walnut Creek (1999-2006)  
Cazadero Performing Arts Camp (1997-2004)  
Tony La Russa's Stars to the Rescue  
Over 700 Schools throughout Northern California

## Performance Information:

Ages K-8  
One Performance \$400.00  
Two Consecutive Performances \$600.00  
Performance Length 50 Minutes

All performances include resource guides for each classroom teacher. If your school has a band program, ask about our free band clinics.

## For Booking Contact:



925-755-3786

percuss@pachbell.net  
www.percussiondiscussion.com

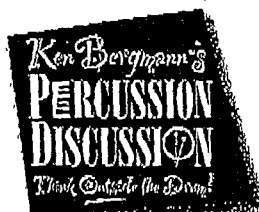
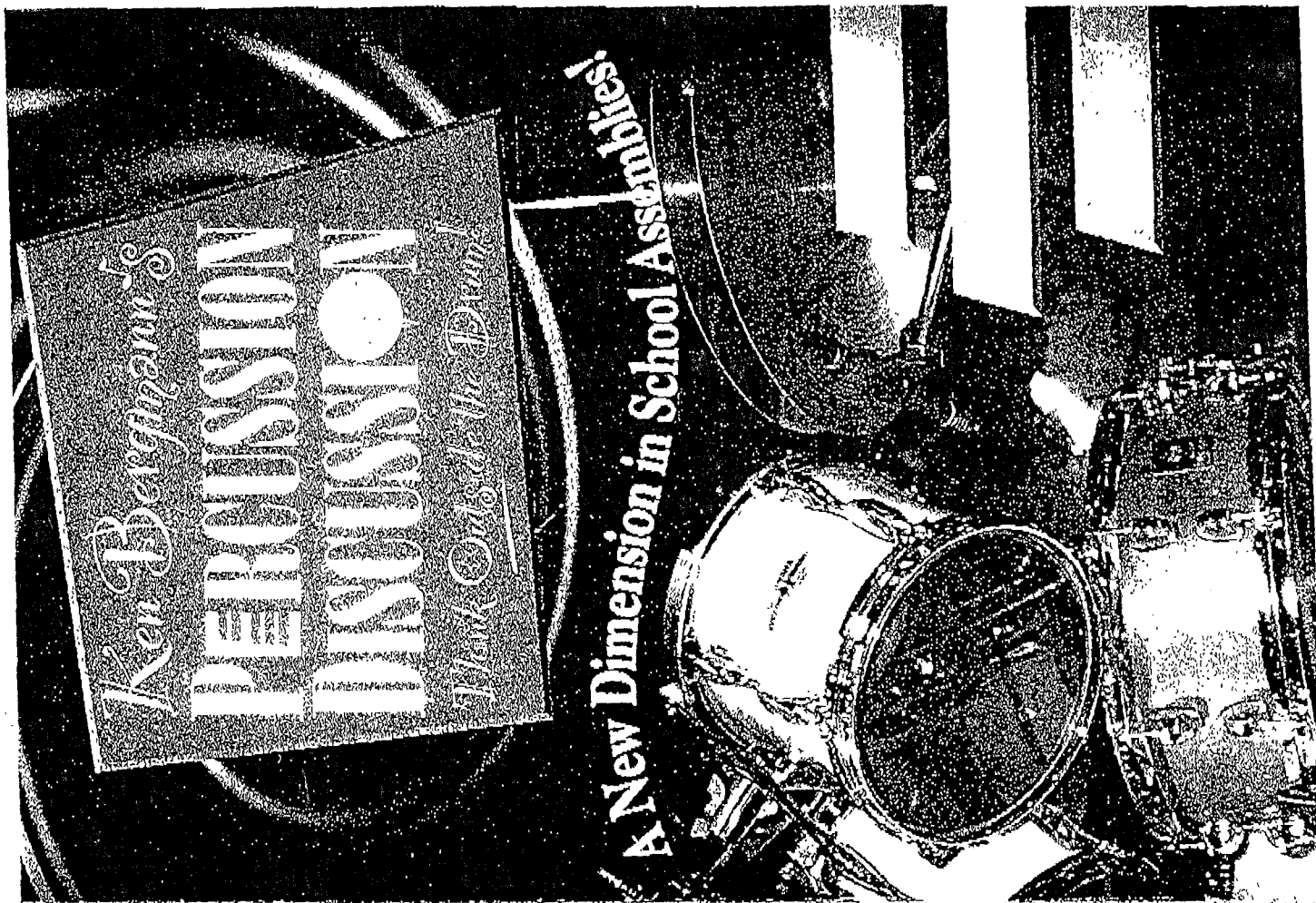
## Can 700 Schools Be Wrong?

Percussion Discussion is one of the few assemblies that will leave your students and staff impressed and hungry for more. Why? I have the honor of combining my 20 year career as an educator with my career as a professional musician and actor into a unique blend of music and education.

I'm proud to offer this show to your students and promise that no one, not even your most hard-to-reach student will wonder "Why are we wasting our time and money on this?"







P. O. Box 23354, Pleasant Hill, CA 94523

PSRT  
U.S. POSTAGE  
PAID  
CONCORD, CA  
PERMIT NO. 792

#### Here's what Teachers say:

"Excellent job in making learning so much fun. I enjoyed this just as much as I did the first time. -M. Sequeira, Villalobos School, Tracy, CA

"An excellent assembly. I have never seen a performance that involved and captivated the kindergartners through the sixth graders." -Kristen Thornton, Douglas Whited School, Santa Rosa, CA

"Fast paced program that keeps the group on the edge of their bottoms. It was like a field trip around the world in our seats. Great connections to social studies and science." -Tammie Rich, Parklane Elementary School, Stockton, CA

"An unbelievable musical adventure that bridges the gap between total entertainment and education." -Geneva Payne, Jack London School, Antioch, CA

#### Here's what Kids say:

"That was the best field trip ever." -Drake, 3rd grade

"I thought the chair thing was so cool!" -Marrisa, 8th grade

"Play the Monkey again!" -Alex P., 6th grade

"I learned that you can do anything if you don't give up."

-Brittany, 5th grade

"He's a rock star and a teacher!" -Ryan H., 3rd grade



"He's a party, just an awful lot of fun." -Tony Cooper, San Francisco Chronicle



# HUMAN RESOURCES MEMORANDUM

**TO:** Dr. James Franco, Superintendent  
**FROM:** James Mousalimas, Assistant Superintendent of Human Resources  
**DATE:** March 16, 2007  
**SUBJECT:** Approve Certificated, Classified and/or Management Employment

**BACKGROUND:**

Everett, Dena

Harrison, Eugenia

Poynter, Barbara

Pautynsky-Loayza, Tanya

**CLASSIFIED**

School Security Person (Replacement)  
Tracy High School  
3 hours per day  
Range 31, Step B – \$14.78 per hour  
Funding: General Fund

Para Educator II (Replacement)  
STEPS Program-DR/Stein  
4 hours per day  
Range 30, Step A - \$13.78 per hour  
Funding: CAL-Safe Child Care &  
Development

Custodian II (Replacement)  
Tracy High School  
8 hours per day  
Range 35, Step E - \$18.67 per hour + 2 ND  
Funding: General Fund

I.E.P. Para Educator II (Replacement)  
West High School  
7 hours per day  
Range 30, Step A - \$13.78 per hour  
Funding: Special Education

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

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



# HUMAN RESOURCES MEMORANDUM

**TO:** Dr. James Franco, Superintendent  
**FROM:** James Mousalimas, Assistant Superintendent of Human Resources *DM*  
**DATE:** March 16, 2007  
**SUBJECT:** Accept the Resignations/Retirements/Leaves of Absence for Classified, Certificated, and/or Management Employment

BACKGROUND:

CERTIFICATED RESIGNATION

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
Roundy, Teresa 5 <sup>th</sup> Grade	Kelly	June 26, 2007	Relocating
Worrall, Katherine 5 <sup>th</sup> Grade	Kelly	June 26, 2007	None Given

CERTIFICATED RETIREMENT

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
Hawkins, Laura English	Tracy High	June 1, 2007	
Stinnett, Brenda Kindergarten	North	May 25, 2007	

BACKGROUND:

MANAGEMENT RETIREMENT

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
Contreras, Dora Principal	South/West Park	June 15, 2007	
Donahue, Steven Principal	Monte Vista	June 22, 2007 (Revised Date)	

CLASSIFIED RESIGNATIONS

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
Correia, Lucia Preschool Para Educator I	PLAY Program North School	03/19/2007	None Given
Rouda, Elizabeth Special Ed Para Educator I	Williams Middle School	03/09/2007	None Given

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

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



# HUMAN RESOURCES MEMORANDUM

**TO:** Dr. James Franco, Superintendent  
**FROM:** James Mousalimas, Assistant Superintendent of Human Resources  
**DATE:** March 12, 2007  
**SUBJECT:** Ratify Extended Contract for Ed Anderson as an Acting Assistant Principal at West High School

**BACKGROUND:** The District's Safety Committee recommended additional administrative support to implement the school-wide safety plan at West High School. This recommendation is currently under consideration and an additional administrator has been added on a temporary basis to assist with the beginning of the year activities. West High School also had an Assistant Principal on the District negotiation team who was off campus on a number of days negotiating. Additional administrative support was needed during these times.

With negotiations extending well into the school year, additional support was needed to implement the school-wide safety plan. Mr. Anderson's services were needed longer than first anticipated. Therefore, an additional request is being made to extend Mr. Anderson's contract through the balance of the school year for approximately 35 additional days.

**RATIONALE:** Ed Anderson is a retired Tracy Unified School District Administrator. His background includes being the Adult School Principal from 1993 until he retired in June 2002. He will be assigned to West High School as an Assistant Principal at the beginning of the year and on an as needed basis during the year when administration staff is off campus attending negotiations.

**FUNDING:** Unrestricted ending balance

**RECOMMENDATION:** Ratify Extended Contract Services for Ed Anderson as an Acting Assistant Principal at West High School

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

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

**AGREEMENT FOR SPECIAL CONTRACT SERVICES**

This Agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and Edward Anderson, 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: Acting Assistant Principal at West High School.
2. Contractor will provide the above service(s), as outlined in Paragraph 1, for a period of up to a total of ( 25 ) **DAYS**, between October 25, 2006 and June 1, 2007, 8:00 a.m. – 5:00 p.m. under the terms of this agreement at the following location WHS.
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
  - A. District shall pay \$359.97 per **DAY**, not to exceed a total of \$15,000. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
  - B. District [   ] **SHALL**; [ **X** ] **SHALL NOT** reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals, and lodging at rates not to 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 "Invoice of Non-Employee Consultant Services". Original paid receipts are required for lodging, airfare (passenger coupon or ticket stub), automobile rental and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.
4. The term of this agreement shall commence on October 25, 2006, and shall terminate on June 1, 2007.
5. This agreement may be terminated at any time during the term by either party upon \_\_\_\_\_ (   ) days written notice.
6. Contractor shall contact the District's designee, Dr. James Franco at (209) 830-3201, with any questions regarding performance of the service outline above. District's designee shall determine if and when Contractor has completed the services described.
7. The parties intend that an independent contractor relationship is created by this contract and District assumes no responsibility for workers compensation liability. District likewise assumes no responsibility for liability for loss, damage, or injury to person(s) or property resulting from, or caused by, contractor's activities during or relating to the performance of service under this Agreement.

Contractor agrees to hold harmless and to indemnify district for:

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

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

AGREED:

_____ Consultant Signature (1)	_____ Tracy Unified School District
_____ Social Security Number or TIN number (2)	_____ Date
_____ Date	_____ Title
_____ Title	_____ Account Number to be charged
_____ Address	_____ Department/Site Approval
_____ City/State/Zip	_____ Budget Approval
_____ Phone Number	_____ Date Approved by the Board

**Send All Copies to the Business Office**

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

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

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



# BUSINESS SERVICES MEMORANDUM

**To:** James Franco, Superintendent

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

**Date:** March 15, 2007

**SUBJECT:** Approve Addition of 5.75 FTE of Bus Driver/Custodian/Grounds Positions

**Background:** The transportation department is experiencing three staffing demand trends which must be addressed: rider-ship is increasing on certain routes; the unification with Holt Elementary School District demands additional routes; and, anticipated special education services require additional routes. These demands require a number of part-time positions to ensure students are transported to school. In addition, two part-time bus driver positions are currently vacant.

**Rationale:** The District has learned that part-time positions are very difficult to fill. Therefore, school bus driving services have been combined with other classified work functions in a job description called Bus Driver/Custodial/Groundskeeper. Staff believes that by adding 5.75 FTE of these positions, the District can attract high quality applicants. This level of staffing will also allow the District to address grounds keeping issues identified by board members in previous board meetings. The positions will also improve custodial services at school sites, and provide a ready supply of substitutes for multiple job classifications.

**Funding:** 5.75 FTE at \$54,000 each are expected to cost \$310,000 per year. \$105,000 additional funds will be available from the Holt unification specifically to address home to school issues, resulting in net additional cost of \$205,500 per year.

**Recommendation:** Approve Addition of 5.75 FTE of Bus Driver/Custodian/Grounds Positions

Prepared by: Casey Goodall Associate Superintendent for Business Services





# BUSINESS SERVICES MEMORANDUM

**To:** James Franco, Superintendent

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

**Date:** March 15, 2007

**SUBJECT:** Purchase of One Bus and One White Van

**Background:** The transportation department is experiencing three staffing demand trends which must be addressed: rider-ship is increasing on certain routes; the unification with Holt Elementary School District demands additional routes; and, anticipated special education services require additional routes. These demands require a number of part-time positions to ensure students are transported to school. In addition, two part-time bus driver positions are currently vacant.

**Rationale:** Staffing issues are addressed in a separate agenda item. If the positions are authorized, the district will also require one bus and one white van

**Funding:** One bus is expected to cost \$65,000. One white van is expected to cost \$25,000. The two purchases will result in expenditure of \$90,000 of one-time funds, which will be expended from the 2006-07 unrestricted general fund ending balance.

**Recommendation:** Approve Purchase of One Bus and One White Van

Prepared by: Casey Goodall Associate Superintendent for Business Services



# BUSINESS SERVICES MEMORANDUM

**To:** James C. Franco, Superintendent  
**From:** C. Goodall, Assistant Superintendent for Business  
**Date:** March 16, 2007  
**Subject:** Approve the 2006-07 Revised Deferred Maintenance Project List and the Updated Five Year Deferred Maintenance Plan

**BACKGROUND:** The State's Deferred Maintenance Program provides State matching funds, on a dollar for dollar basis, although not always 100% funded, to assist school districts with expenditures for major repair or replacement of existing school building components so that the educational process may continue safely. An annual grant is provided to Districts based upon a project list compiled by the District and submitted to the Office of Public School Construction (OPSC) in the Five Year Plan. The plan is the projection of deferred maintenance work to be performed over the next five years. The District can update and resubmit the Five Year Plan at any time as long as the plan for the current year is submitted prior to the last working day in June.

The amount of the maximum basic state apportionment is calculated by the Department of Education and is equal to one half percent of the District's funds budgeted in the general fund and adult education fund, exclusive of any amounts expended for capital outlay, debt service, or revenues that are passed through to other local education agencies. Additionally, TUSD must provide their matching share for the fiscal year based on the maximum basic apportionment. The estimated funds available for the 2006-07 fiscal year is \$3,228,750. This includes a beginning fund balance \$1,831,456 and combined estimated state and district contributions and estimated interest for a total of \$1,397,294. The District's revised five-year plan estimates that \$2.3 million will be expended on deferred maintenance projects for the current year, the balance will be carried over to 2007-08 fiscal year. Furthermore, the District anticipates 100% state reimbursement on the Delta Island Fire Alarm (electrical) and Restroom/Sewer (plumbing) projects through the Williams ERP Program of approximately \$440,000 within the next fiscal year.

**RATIONALE:** District Maintenance staff has worked together to compile a list of deferred maintenance projects that addresses the building components that need repair or replacement. Priority is given to the most immediate needs. While the District places priority on completing these projects during the summer break, some will need to be done while school is in session or during other school breaks throughout the school year.

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

**FUNDING:** All projects listed on the Five Year Plan will be paid for with Deferred Maintenance Funds.

**TIMING:** Due to the schedule and tight time frames for most deferred maintenance projects and based on the Resolution the Board approved to delegate authority to the Assistant Superintendent of Business to accept and award bids, projects on the attached list are being completed on an on-going basis. Staff will bring contracts back to the Board to have them ratified at the next regularly scheduled board meeting.

**RECOMMENDATIONS:** Approve the 2006-07 Revised Deferred Maintenance Project List and the Updated Five Year Deferred Maintenance Plan

**Prepared by:** Bonny Carter, Facilities Accountant/Analyst and Bill Willner, Coordinator of Maintenance and Operations

Tracy Unified School District  
Deferred Maintenance - Projects 2006-07

Category	School	Description	
Asbestos	Various Sites	Abatement due to various repairs	\$10,000
Paving	Jacobson	Slurry playground, Parking lot	\$9,100
	Bohn	Parking lot	\$15,000
	South	Driveway, office area	\$30,000
	Monte Vista	Concrete btw locker & gym, Slurry playground	\$32,100
	Various Sites	Concrete, Asphalt	\$15,000
Walls	Villalovoz	RR Stalls	\$12,500
	Williams	RR Stalls	\$12,500
	Various Sites	Wall structural replacement	\$10,000
Electrical	Hirsch	Energy Management System	\$79,410
	Monte Vista	Energy Management System	\$114,754
	Williams	Energy Management System	\$191,212
	West High	Energy Management System	\$288,115
	Various Sites	Energy Management System	\$45,000
	Williams	Fire Alarm	\$143,553
	Monte Vista	Fire Alarm	\$170,000
	Delta Island	Fire Alarm	\$150,000
	Central	Fire Alarm	\$16,000
	Various Sites	Electrical	\$75,000
Flooring	Jacobson	Library, Computer Lab, Rms 14-19, 5-7 & K1-K2	\$43,778
	Villalovoz	Carpet Rm 12 & 25, Linoleum RR & Kitchen	\$20,677
	Delta Island	Kitchen Linoleum	\$4,011
	Central	Carpet/VCT Replacement	\$9,800
	Poet-Christian	Carpet Library & Computer Lab	\$11,914
	North	Carpet Rms 41-43, 51-53, 11- 13 & 21-23	\$36,539
	West High School	Rm T9, T10, T12-T14, T16,T17 &T19 &Refinish gym floor	\$40,075
	McKinley	Staff Room, Rms 2,3 & 8-10	\$14,181
	Various Sites		\$25,144
HVAC	Monte Vista	Kitchen Ventilators (HEALTH DEPT.)	\$6,000
	Clover	Heat Pump - rooms 21,22,23,24 & 26	\$10,000
	McKinley	HVAC Rms 15 & 19	\$5,813
	South School	HVAC Rm 19	\$2,495
	Central	Kitchen, Rm 10, 12	\$10,000
	Various Sites	HVAC	\$25,000
Plumbing	Delta Island	Water quality / Septic System / Restrooms	\$290,950
	Bohn	Multi-purpose room, Childcare Underground	\$14,065
	Various Sites	Restrooms main hall, Staff Office	\$100,000
Roofing	Various Sites	Roofing	\$141,600
Underground Tank	District Fuel	Replacement	\$0
Painting	Villalovoz	Exterior	\$51,912
	D R	Exterior	\$15,000
	Various Sites	Painting	\$25,000
<b>TOTAL DEFERRED MAINTENANCE</b>			<b>\$2,323,198</b>

State of California  
**FIVE YEAR PLAN**  
**DEFERRED MAINTENANCE PROGRAM**

STATE ALLOCATION BOARD  
 OFFICE OF PUBLIC SCHOOL CONSTRUCTION  
 Page 2 of 3

SAB 40-20 (New 04/02) COUNTY FIVE DIGIT DISTRICT CODE N CURRENT FISCAL YEAR 2006/2007  
 SCHOOL DISTRICT (See California Public School DI) 4075499

**Tracy Unified School District** **San Joaquin**

The District: ☐ has not previously submitted a Five-Year Plan. ☒ Is submitting this updated/revised Five-Year Plan which supersedes the plan currently on file with the SAB.

Part 1 - The following individual has been designated as a district representative by school board minutes:  
**DISTRICT REPRESENTATIVE** **TITLE** **BUSINESS ADDRESS** **TELEPHONE NUMBER** **FAX NUMBER**  
 Denise Wakefield Director of Facilities 1875 Lowell Avenue Tracy, CA 95376 dwakefield@tUSD.net

Part II- Estimated Fiscal Year Data

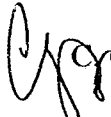
	1. NUMBER OF PROJECTS	2. CURRENT F.Y.	3. SECOND F.Y.	4. THIRD F.Y.	5. FOURTH F.Y.	6. FIFTH F.Y.	7. TOTAL ESTIMATED COST
Asbestos	7	\$10,000	\$35,000	\$100,000	\$100,000	\$100,000	\$345,000
Classroom Lighting	7	\$0	\$0	\$0	\$100,000	\$75,000	\$175,000
Electrical	20	\$1,273,044	\$1,649,553	\$250,000	\$500,000	\$500,000	\$4,172,597
Floor Covering	30	\$206,119	\$120,000	\$190,000	\$150,000	\$250,000	\$916,119
HVAC	20	\$59,308	\$125,000	\$150,000	\$150,000	\$150,000	\$634,308
Painting	25	\$91,912	\$160,000	\$160,000	\$160,000	\$160,000	\$731,912
Paving	26	\$101,200	\$215,950	\$210,000	\$210,000	\$210,000	\$947,150
Plumbing	15	\$405,015	\$150,000	\$200,000	\$200,000	\$200,000	\$1,155,015
Roofing	25	\$141,600	\$850,000	\$200,000	\$200,000	\$200,000	\$1,591,600
Underground Tanks	0	\$0	\$0	\$0	\$0	\$0	\$0
Wall Systems	28	\$35,000	\$25,000	\$140,000	\$150,000	\$200,000	\$550,000
8. Grand Total	203	\$2,323,198	\$3,330,503	\$1,600,000	\$1,920,000	\$2,045,000	\$11,218,701

9. Remarks



# BUSINESS SERVICES MEMORANDUM

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

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

**Date:** March 16, 2007

**Subject:** **Approve Resolution Finding That the Stadium/Pool Complex, Including the Installation of Lighting and Sound System, at West High School Qualifies as a Categorical Exemption from California Environmental Quality Act**

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

**RATIONALE:** The proposed project is to construct a stadium/pool complex on the existing West High School Campus. It will include the installation of bleachers, snack bar, restrooms, pool, and classrooms, including lighting fixtures and a sound system, which will enable the school to participate in evening athletic events and other activities. This complex will complete athletic facilities not previously completed with earlier phases of construction due to lack of funds.

In-Site Environmental was retained by the District to make a determination and provide the necessary "Notice of Exemption" on this project. Based upon their findings, this project qualifies as a "Categorical Exemption" from CEQA under Article 19, Section 15314 of the CEQA Guidelines because it is a minor addition to an existing school site and does not increase student capacity to the site. Therefore, the necessary Resolution calling out these findings and the "Notice of Exemption" are attached to this agenda item for board approval.

**FUNDING:** Not applicable

**RECOMMENDATIONS:** Approve Resolution Finding That the Stadium/Pool Complex, Including the Installation of Lighting and Sound System, at West High School Qualifies as a Categorical Exemption from California Environmental Quality Act

**Prepared by:** Bonny Carter, Facilities Accountant/Analysis



**TRACY UNIFIED SCHOOL DISTRICT**

**RESOLUTION NO. 06-24**

**Resolution Finding That the Stadium/Pool Complex, Including the Installation of Lighting and Sound System, at West High School Qualifies as a Categorical Exemption from California Environmental Quality Act**

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

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

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

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

WHEREAS, if the public agency has determined the project is exempt from CEQA, it is required to prepare a notice of exemption ("Notice of Exemption");

WHEREAS, Article 19, Section 15314 of the CEQA Guidelines, categorizes the Stadium/Pool Complex, including the installation of lighting and sound systems, as categorically exempt from CEQA if the project consists of minor additions to existing schools within existing school grounds where the addition does not increase original student capacity by more than 25% or ten classrooms, whichever is less;

NOW, THEREFORE BE IT RESOLVED that the District finds that the Stadium/Pool Complex, including the installation of lighting and a sound system, at West High School meets the CEQA exemption criteria because the project consists of minor additions to the existing school facility, will be within the existing school grounds, and will not increase the capacity of West High School;

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

PASSED AND ADOPTED by the Board of Trustees of the Tracy School District, County of San Joaquin, State of California this 27<sup>th</sup> day of March, 2007 by the following vote:

AYES:

ABSENT:

NOES:

ABSTAIN:

---

Gregg Crandall, President  
Board of Trustees  
Tracy Unified School District

**ATTESTED**

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

---

Tom Hawkins, Clerk  
Board of Trustees  
Tracy Unified School District



**Notice Of Exemption**

Form D

To: ☐ Office of Planning and Research  
District \_\_\_\_\_From: Tracy Unified School

PO Box 3044, 1400 Tenth Street, Room 222

1875 W. Lowell Drive

Sacramento, CA 95812-3044

Tracy, CA 95376☐ County Clerk  
County of \_\_\_\_\_**Project Title:** TUSD West High School Stadium with Lighting and Sound System Project**Project Location – Specific:**

West High School is within the Tracy Unified School District. The campus is located at 1775 W. Lowell Drive in northwest Tracy, CA. The campus is bounded to the west by Corral Hollow Road and to the east by Lincoln Boulevard. The stadium project will be located at the sports track near the center of the west portion of the school property, and will be surrounded by existing school buildings, two baseball diamonds and parking area.

**Project Location – City:** Tracy **Project Location – County:** San Joaquin**Description of Project:**

The proposed project is to construct a stadium on the existing West High School campus. The project includes the installation of bleachers, a snack bar and restrooms, and will include lighting fixtures and a sound system, which will enable the school to participate in evening athletic events and other activities, such as graduation ceremonies.

The proposed project is located on previously disturbed land on the West High School campus. The proposed improvements are in response to the District's desire to complete its high school athletic facilities, which could not be completed with earlier phases of construction due to lack of funds. The project is one of several school improvement projects included in the recent bond Measure E, which received favorable community support and was passed in a recent election. Residents in the vicinity of the high school were invited to attend two community meetings held by the TUSD Facilities Planning Department in which the project engineers were present to answer questions and explain the new technology of the planned lighting fixtures and sound system. Only five area residents attended the second meeting. Verbal communication with area residents by TUSD Facilities Planning staff indicated no objection to this project.

The components of the stadium project are modeled after stadiums that were recently constructed at other high school campuses in San Joaquin County. The bleachers will be located along the east and west sides of the track and a press box will be constructed above the bleachers on the west (or "home") side. The seating capacity is approximately 4,000 people. An approximate 1,450 square foot snack bar and restroom structure will be located in the vicinity of the north end of the stadium. This structure will be constructed of modular building components which are fabricated offsite, then delivered and installed.

The lighting fixtures will be positioned at four locations along the west and east sides of the track. The lighting fixtures will include lamps that range from 1,000 to 1,500 watts, and will be equipped with reflectors and adjustable knuckle assemblies to restrict lighting to the playing field. The design and assembly of the poles, pole lights and pole bases are provided by Musco Lighting Company in coordination with WLC Architects, and electrical installation will comply with Title 24, California Code of Regulations and all applicable local codes.

The sound system will consist of multiple speakers mounted on each of the light poles; this enables the speakers to be directed onto the bleachers and overall volume can be lowered. The design and installation of the sound system will be provided by Quality Sound, a division of Bi-Jamar, Inc., located in Stockton, CA.

The stadium will be separated from the nearest residential land use to the north by two baseball diamonds and outfields spanning approximately 400 feet. Homes along West McPeak Court and West Etta Way are back-facing lots with a six-foot masonry wall along the school's north boundary. Other residential structures located to the south of the school are also back-facing lots with a six-foot masonry wall along the south side of West Lowell Avenue. The distance between the stadium and these residential lots is approximately 330 feet. The conceptual plan for the stadium project shows several trees would be located along the south end zone of the stadium; these trees would restrict views to the south, including light and glare from the stadium. Potential light and glare impacts, as well as noise impacts, associated with the light fixtures and sound system are expected to be less than significant.

**Name of Public Agency Approving Project:** Tracy Unified School District

**Name of Person or Agency Carrying Out Project:** Tracy Unified School District

**Exempt Status:** (check one)

☒ Ministerial (Sec. 21080(b)(1); 15268);

☐ Declared Emergency (Sec. 21080(b)(3); 15269(a);

☐ Emergency Project (Sec. 21080(b)(4); 15269(b)(c);

☒ Categorical Exemption. State type and section number: Section 15314, Minor Additions to Schools

☐ Statutory Exemptions. State code number: \_\_\_\_\_

**Reasons why project is exempt:**

The proposed project consists of minor additions to the existing school facility within the existing school grounds and would not increase student capacity.

**Lead Agency**

**Contact Person:** Denise Wakefield Area Code/Telephone/Extension: 830-3200  
x1154

**If filed by applicant:**

1. Attach certified document of exemption finding.
2. Has a Notice of Exemption been filed by the public agency approving the project? ☐ Yes ☐ No

Signature: \_\_\_\_\_ Date: \_\_\_\_\_ Title: Director, Facilities  
Planning

☐ <sup>N</sup><sub>U</sub> Signed by Lead Agency

Date received for filing at OPR: \_\_\_\_\_

☐ Signed by Applicant

Governor's Office of Planning and Research

*Revised May 1999*



# BUSINESS SERVICES MEMORANDUM

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

**From:** C. Goodall, Associate Superintendent of Business Services

**Date:** March 16, 2007

**Subject:** Authorize District Staff to Solicit Requests for Proposals from Qualified Environmental Consulting Firms for Services Associated with the Abatement of Hazardous Materials for the Modernization of Tracy High School.

**BACKGROUND:** There are various building materials that have been encapsulated in the structures at Tracy High School that at some point in time will need to be abated or removed from the buildings. These materials include but are not limited to: asbestos; lead paint; PCBs, etc. The abatement process requires regulated handling and disposal procedures which can include a significant amount of preparation time for cost effective disposal. The plans for handling and disposal must be prepared by a licensed professional. Once the hazardous materials have been identified, a draft "work plan" must be developed documenting the removal procedures and required permitting and disposal activity. Additionally, the consultant must be on hand during the abatement activities to inspect the project to insure that all the hazardous materials have been safely eliminated, monitor the air quality during removal and provide the necessary clearances documenting the abatement operations.

**RATIONALE:** It is in the best interest of the School District, that staff recommends the District hire a licensed consultant to identify hazardous materials in the various buildings included in the Tracy High School Modernization plan so proper planning can take place with regard to developing future plans.

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

**FUNDING:** Local Bond Funds and State School Building Fund (SSBF)

**TIMING:** Commence following Board approval.

**RECOMMENDATIONS:** Authorize District Staff to Solicit Requests for Proposals from Qualified Environmental Consulting Firms for Services Associated with the Abatement of Hazardous Materials for the Modernization of Tracy High School.

**Prepared by:** Denise Wakefield, Director of Facilities

# **Tracy Joint Unified School District**

1875 W. Lowell Ave.

Tracy, CA 95376

March 12, 2007

## **REQUEST FOR PROPOSAL FOR ENVIRONMENTAL CONSULTING SERVICES ASBESTOS / LEAD / PCB ABATEMENT**

- Phase I –** Sample Testing and Analysis
- Phase II –** Technical Specifications/Detailed "Work Plan"/Estimating
- Phase III –** Inspection/Air Monitoring/Clearances

### **Section 1 General**

#### **1.1 Background Information**

The Tracy Joint Unified School District is preparing for the Modernization of Tracy High School, Tracy California.

The District anticipates that asbestos, lead and PCB's, among other materials, were used at varying times in the construction or renovation of the existing facility. In order to facilitate the Modernization, the District seeks the services of a qualified environmental consulting firm, on an expedited performance basis.

#### **1.2 Intent**

The District intends to retain a qualified environmental consulting firm to; 1.) Provide detailed survey, testing and analysis of the existing facility; 2.) Develop a viable "Work Plan", technical criteria and specifications for abatement of hazardous materials and to provide budget estimates; and 3.) Inspect and monitor abatement operations and provide proper clearances and documentation upon completion.

The abatement work shall be performed in conjunction with the Modernization work expected to start in early summer, or as a prior phase, pending further review and consultation with the District and Construction Manager. The selected firm shall be experienced in providing environmental consulting services in conjunction with large Modernization projects. Through the identification of hazardous materials and "Work Plan", consultant shall be able to state that standard demolition practices can be used in all other areas without risk (i.e., except for the materials identified and to be abated in conjunction with demolition operation, or by prior phase).

### 1.3 Project Site

Tracy High School  
315 E. 11<sup>th</sup> Street  
Tracy, CA 95376

### 1.4 Proposals

Due Date: **March 22, 2007 @ 2:00 PM**

Sealed proposals to be submitted at the following location:

Tracy Joint Unified School District  
District Education Center  
1875 W. Lowell Ave.  
Tracy, CA 95376  
ATTN: Denise Wakefield, Director of Facilities

*Facsimile copies of proposals will not be accepted.*

### 1.5 Scope of Services

The Environmental Consultant shall use experienced technical professionals for the identification, analysis, specification compilation and "Work Plan" criteria for abatement, handling and monitoring of any hazardous materials including, but not limited to, asbestos, lead, PCB and other materials associated with the demolition scope. Three phases of consultant services are anticipated and generally summarized as follows.

#### Phase I: Survey Phase

- a. Review District's AHERA reports, Endangerment Assessments, Material Hazard Disclosures, Phase I Environmental Assessments and other available District data relative to existing conditions.
- b. Review existing building layout and construction.
- c. Survey the site and collect bulk samples (or by other means) to identify all potential asbestos, lead, PCB or other hazardous materials. Accurately determine and fully define the location, characteristics, levels and extent of hazardous materials.
- d. Have samples tested by an approved laboratory.
- e. Analyze testing results.
- f. Publish report and recommendations.
- g. Meet with the District, and Construction Manager to review status during sampling and develop preliminary "Work Plan" criteria and schedule for abatement.

#### Phase II: Design, Specifications and Cost Estimate

- a. Consultant shall develop plans, technical specifications, detailed "Work Plan" and other documentation necessary to complete the bid package.
- b. District shall provide the contract (front-end) documents.
- c. Consultant shall prepare the bid form and deliver the bid documents ready for reproduction.
- d. Consultant shall prepare a detailed cost estimate. The estimate shall include direct and indirect costs that the District will likely incur.
- e. Consultant shall, in conjunction with the District and Construction Manager, conduct the pre-bid meeting and assist in responding to questions brought by the bidders.

- f. Consultant shall assist in analyzing bids and qualifying bidders.
- g. Consultant shall assist District and awarded Contractor with 10-day notification and other necessary requirements to expedite performance.

### **Phase III: Project Inspection, Air Monitoring and Clearances**

- a. Consultant shall assist District, and Construction Manager to set up, notify and conduct the pre-construction conference.
- b. Consultant shall review required submittals, certifications, staffing and "Work Plan's from the abatement Contractor prior to abatement.
- c. Consultant shall establish 24-hour (emergency) contact information with the Contractor during construction.
- d. Consultant shall observe Contractor performance during abatement and inspect set up and removal of isolation areas.
- e. Consultant shall provide air monitoring, testing and clearances as required by the District, State and Federal agencies.
- f. Consultant shall attend weekly progress, design or coordination meetings with the District, and CM.
- g. Consultant shall track records of Contractor performance, status and manpower, including daily inspection logs, work logs, photographs and other forms and logs as required by the District, State and Federal agencies.
- h. Change Orders must be reviewed by the District and CM after written request and justification is submitted by the Consultant. Change approval shall be issued only by the District's duly authorized representative.
- i. Consultant shall provide to the District required clearances, a final inspection and clearance report, manifest certificates and all other logs, forms and information documenting abatement operations promptly upon completion.

## **1.6 Insurance and Indemnity Requirements**

<b><u>Coverage</u></b>	<b><u>Limits</u></b>
Worker's Compensation .....	Statutory
Employer's Liability (asbestos-related) .....	\$1,000,000 – per occurrence
Comprehensive General Liability .....	\$2,000,000 – aggregate
(Bodily Injury and Property Damage)	\$1,000,000 – per occurrence
Professional Liability Insurance.....	\$1,000,000 – per occurrence

The Comprehensive General Liability Insurance shall include contractual liability coverage, and name the Tracy Joint Unified School District and CM as Additional Insured. The Environmental Consultant will be required to hold the District harmless from and against loss or liability arising from the acts or omissions of Consultant or its sub-consultants.

All policies shall be endorsed to provide thirty (30) days advance written notice to the District of cancellation, non-renewal or reduction of limits and mailed to the address specified for notice to the District. Certificates of Insurance, in form and with insurers satisfactory to the District, evidencing all coverage above shall be furnished to the District before the award of contract and before commencing any operations under this contract, with complete copies of policies promptly delivered to project manager upon request.

## **Section 2 Pricing Format**

### **2.1 Firm Background and Resources**

Provide general information about your firm including:

- a. Number of years in business.
- b. Location of office from which work will be performed/dispatched.
- c. Team members.
- d. Professional credentials, licenses, etc.
- e. Necessary technical equipment.
- f. Firm resources.
- g. Relevant experience including:
  1. Project name/location
  2. Year completed/current status
  3. Client name (District name) and contact
  4. Contractor names and contact information
  5. Project Inspector names and contact information
- h. Identify any proposed consultants to be used on the project.
- i. Provide a brief overview as to your proposed strategy and approach to the required testing and special inspection needs.
- j. Identify lead time requirements for scheduling of services and milestones.
- k. Provide your best evaluation of project testing and inspection needs based on the plans and specifications and following price list.
- l. Include any client references and/or letters of recommendation.

### **2.2 Unitizing the Scope of Services (Refer to Section 1.5)**

Please provide unit pricing for all applicable services.

*The District recognizes that the unit pricing proposed by the vendor is an estimate and as such, quantities, trips and project support needs are subject to change based on actual site requirements.*

Include the following for each category/task as deemed applicable:

1. Number of days
2. Number of tests
3. Number of trips
4. Staff assigned
5. Rate/hour
6. Extension

## **Section 3 General Price List**

Enclose detailed firm rate sheet. List staffing rates and other anticipated costs and conditions, as deemed applicable.

1. Principal oversight
2. Technicians (for each category)
3. Travel time



4. Vehicle
5. Overtime
6. Weekend
7. Holiday
8. Administrative support
9. Minimum charge (1, 2, 4 hours, etc.)
10. Reimbursables (list with approximate rates)

#### **Section 4 District Evaluation Criteria**

1. Qualifications – Experience with environmental abatement in conjunction with demolition operations, commensurate project history.
2. Have firm resources and commitment to project on an expedited basis.
3. Approach – Commitment to provide services in a timely and efficient manner.
4. Fees – Reasonable and competitive fee schedule.

#### **Anticipated Selection Schedule**

<b>RFP Issue Date</b>	<b>March 12, 2007</b>	
<b>Proposals Due</b>	<b>March 22, 2007</b>	<b>2:00 PM</b>
<b>Board Award</b>	<b>To Be Announced</b>	

#### **Limitations**

The District aspires to contract for the scope of work associated with Phases I through III with a single firm but reserves the right to contract Phases II and III with other firms should the District find the consultant's performance through Phase I to be unsatisfactory.

The District reserves the right to redefine or adjust its priorities, and modify the process as it deems necessary, and to select one or more firms to perform services. At its discretion, the District may eliminate any firm or waive any informality in the selection process. The District further reserves the right to use the selected firm for other projects based on this RFP.

This Request for Proposal does not commit the Tracy Joint Unified School District to award a contract or to reimburse the proposer for costs incurred in submitting this proposal. The Tracy Joint Unified School District reserves the right to reject any or all proposals received as a result of this request, to negotiate with any proposer, to extend the submission deadline, or to amend or cancel in part or in its entirety this proposal, if it is in the best interest of the District.

***Refer all inquiries concerning this RFP to:***

**Anthony Continente, Construction Manager**

**RGM and Associates**

101B Sand Creek Road, Suite 201

Brentwood, CA 94513

Phone: (925) 240-2510

Fax: (925) 240-2952

Cell: (925) 766-4107

e-mail: [anthony@rgmassociates.com](mailto:anthony@rgmassociates.com)



# BUSINESS SERVICES MEMORANDUM

**TO:** Dr. James Franco, Superintendent  
**FROM:** Dr. Casey Goodall, Associate Superintendent, Business Services  
**DATE:** March 16, 2007  
**SUBJECT:** Consider Claim No. 5-0607 TUSD

**BACKGROUND:** On March 7, 2007, Claim No. 5-0607 was received by the Tracy Unified School District in which the claimant, by and through the student's parent/guardian. Claim No. 5-0607 states that the claimant, a student at South/West Park Elementary School, was allegedly injured on the school playground. The claim states the injury/loss occurred on February 15, 2007, at 8:25am.

After reviewing the claim, the District's property and liability insurance administrators recommended rejection/denial. This recommendation is based on standard procedure in order to protect the District from further litigation.

There is no amount claimed on the claim form.

**RATIONALE:** District's insurance advisors, legal advisors, and District staff recommend rejection/denial of this claim. This is standard practice in order to protect the District from future litigation.

This agenda item meets Strategic Goal #2 – Create a Quality and Effective Learning Environment for All Students.

**FUNDING:** District insurance account covers costs up to the Board approved deductible amount.

**RECOMMENDATIONS:** Deny Claim No. 5-0607.

**Prepared by:** Catherine A. Lyons, Secretary to the Associate Superintendent for Business Services.



# ADMINISTRATIVE SERVICES MEMORANDUM

**TO:** Board of Trustees  
**FROM:** Dr. James C. Franco, Superintendent  
**DATE:** March 19, 2007  
**SUBJECT:** Approve Revised Bylaws of the Board 9250 Remuneration and Reimbursement (Second Reading)

**Background:** TUSD adopted BB9250 on December 12, 2000, to specify Remuneration and Reimbursement policies.

**Rationale:** Education Code 35120(c) states: "A member may be paid for any meeting when absent if the board by resolution duly adopted and included in its minutes finds that at the time of the meeting he or she is performing services outside the meeting for the school district of districts, he or she was ill or on jury duty, or the absence was due to a hardship deemed acceptable by the board". This statement is not currently included in the District Bylaws. It also needs to be revised to accurately reflect guidelines for adjusting annual compensation.

In order to have Remuneration be considered in times of illness and other instance of hardship, Board Bylaw 9250 needs to be amended to include these statements.

**FUNDING:** N/A

**RECOMMENDATION:** Approve Revised Bylaws of the Board 9250 Remuneration and Reimbursement (Second Reading).

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

## **BB 9250**

### **Bylaws of the Board**

#### **Members: Limits of Authority and Obligations**

#### **REMUNERATION AND REIMBURSEMENT**

##### **Remuneration**

Board of Education members may receive the maximum compensation established by Education Code 35120 for their service as Board members. The monthly compensation level shall be based on the previous year's California Basic Educational Data System (CBEDS) enrollment and the full amount shall be calculated for members that attend all meetings or are absent for acceptable reasons.

Any member who does not attend all meetings held in any month may receive, as compensation for his or her services, an amount not greater than the maximum amount allowed herein divided by the number of meetings held and multiplied by the number of meetings actually attended. Additionally, a Board member may be paid for any meeting missed if the Board, by a resolution duly adopted and included in its minutes, finds that at the time of the meeting the Board member was performing services outside the meeting for the school district or districts, the member was ill or was on jury duty, or the absence was due to a hardship deemed acceptable by the Board.

##### **Reimbursement of Expenses**

Board of Education members may be reimbursed at the rate specified for staff members in policy/regulation 4133/4233 for expenses incurred in attending any meetings or in making any trips on official business of the school district. Out of state trips must be approved in advance by the Board of Education.

##### **Health and Welfare Benefits**

While serving on the Board of Education, members may participate in the health and welfare benefits program provided for District employees. District contributions toward health and welfare benefits for Board members shall be no greater than those made for the District's employees with the most generous schedule of benefits.

Retiring Board members who have served at least one full term may purchase benefits available to District staff retirees on a self-pay basis and under the same conditions required of and provided to other District retirees.

As provided by per Education Code 53201(c), because the district paid for health and welfare benefits for former Board members before January 1, 1994, any former Board member may continue to participate in the district's health and welfare benefits at the district's expense so long as that member satisfies all of the following conditions:

1. he/she served in office after January 1, 1981,
2. his/her term began before January 1, 1995, and,
3. he/she has served for 12 or more years.

Legal Reference:

EDUCATION CODE

33362 Reimbursement Of Expenses (Department Of Education and CSBA Workshops)

35016 Non-Voting Student Member; Petition; Appointment; Mileage (High School)

35044 Payment Of Traveling Expenses Of Representatives Of Board

35120 Compensation (Services As Member Of Governing Board)

35147 Mileage Allowance

35 173 Promotional Activities

GOVERNMENT CODE

53201 Health And Welfare Benefits

TUSD Adopted: 12/12/00

Revised: ---/---/07



# BUSINESS SERVICES MEMORANDUM

**TO:** Dr. James Franco, Superintendent  
**FROM:** Dr. Casey Goodall, Associate Superintendent for Business  
**DATE:** March 16, 2007  
**SUBJECT:** Approve the Agreement with Michael Dodge and Sandy Dwyer to Provide Construction Management, Lease Lease Back Management, State Office of Public School Construction Liaison Consultant Services for the Kimball High School Reuse Project and Authorize the Associate Superintendent of Business Services to Enter into an Agreement with Urban Ernst Design Group to Adapt the Reuse Plan to the Kimball High School Site.

**BACKGROUND:** As presented to the Board of Trustees at the Work-Study Session on March 20, 2007, TUSD lacks the financial resources to move forward with the current plan for Kimball High School as designed for 1,200 9-12 students. Costs will continue to increase making the current project more unaffordable.

Building Kimball High School to house 2,400 students is more economical and in line with community opinion to provide a complete comprehensive high school facility which is economical, simple, basic and easy to explain. The reuse of the Lathrop High School maximizes District's resources and makes the comprehensive facility affordable based on the School Facilities Program matching State funds which is provided based on the number of teaching stations. Increasing the capacity at the Kimball High School site will secure more State funding for amenities like the small gym, stadium, swimming pool, performing arts building, shops, etc.

Although the Architect will adapt the reuse design for the total facility, the budget will drive which facilities will be built in the first phase. Subsequent facilities may be completed with additional funding from other State School Facilities Programs such as Joint-Use of Career Technical Education Grants or from future developer fees.

**RATIONALE:** In order to proceed with the project in time to ensure that staff can meet the projected completion schedule it is important to commit to the plan at the March 27, 2007 Board meeting. Equally important to the District is the need to secure eligibility for the project prior to the October 2007 basic enrollment count, also known as CBEDs.

**FUNDING:** Funds for the consultants and the architect will come from developer fees and the State School Building fund.

**RECOMMENDATION:** Approve the Agreement with Michael Dodge and Sandy Dwyer to Provide Construction Management, Lease Lease Back Management, State Office of Public School Construction Liaison Consultant Services for the Kimball High School Reuse Project and Authorize the Associate Superintendent of Business Services to Enter into an Agreement with Urban Ernst Design Group to Adapt the Reuse Plan to the Kimball High School Site.

**Prepared by:** Denise Wakefield, Director of Facilities

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

January 5, 2007

Re: RFP for Construction Management; Lease-Lease Back Management; State Office of  
Public School Construction Liaison Consultant Services

Dear Denise,

Thank you for requesting a proposal from myself, Michael Dodge and my partner Sandy Dwyer, to serve as Tracy Unified School District's consultants/liaisons to develop a Lease-Lease Back Program for the acquisition and construction of your next high school project. As discussed at our meeting on December 4, 2006, TUSD is interested in the reuse of the plans of the Weston Ranch/Lathrop High Schools as designed for Manteca Unified School District. We operate as a two person team and we have successfully coordinated the appropriate management services, contract documents and financing agreement which utilizes the Lease-Lease Back project delivery method. We have provided our services to a number of other school districts for similar projects based on the evolution and development of this delivery method in our own district. We are prepared to coordinate Lease-Lease Back Program for this project including the application for State School Construction Funding in accordance and in compliance with the regulations governing this project delivery method.

We are eager to engage Tracy Unified School District with our Lease-Lease Back Team which include the; Project Architect, General Contractor, Attorney, Financial Institute, Project Inspector and other project related consultants. Our Team has a history of completing several similar projects including our recently constructed high school and elementary school projects.

**Professional Experience:**

We offer our combined school district administration experience of over 40 years in both school management and facilities construction.

**Sandy Dwyer, Administrator of Facilities Planning**

Sandy has worked with Manteca Unified School District for 24 years, 23 of which were in the facilities planning department. She has extensive experience working with State agencies including: the Office of Public School Construction (OPSC), California Department of Education (CDE), Division of the State Architect (DSA), and Department of Toxic Substance Control (DTSC). She has worked with various school architects, contractors, DSA certified inspectors and expert consultants. She is well versed in all aspects of new school construction, modernization, and project management. Sandy has been able to use her diverse experience and relationships to anticipate and apply for State funding and has requested and received over \$900 million in State School Building



Funds. She has built over 12 new elementary schools and 2 high schools along with modernizing 11 schools for Manteca Unified. She has completed many of these projects utilizing the Lease-Lease Back delivery method and has proved to Manteca Unified that this is the most efficient and economical means to construct schools.

**Michael Dodge, Assistant Superintendent of Business Services**

Michael has been an Assistant Superintendent of Business Services since 1986, joining Manteca Unified in 2001. Michael's prudent financial management has kept the District's finances in excellent operational state. He oversees all activities in the facilities department and is credited with providing exceptional facilities management. He has been instrumental in the development of the lease/lease back program in Manteca Unified which has served as a model State-wide. He is well versed in the State School Facilities Program and facilities construction. To date in his career he has completed over one billion in State School Facilities Program projects. These projects include building new schools, support facilities and modernizing existing campuses. Other aspects of Michael's expertise include: preparing school transportation program software for the State of California; participation on the State's committee to development of the SACS account code structure for the Department of Education; service on FCMAT teams created to assist schools with variety of critical facility and school business issues.

**Proposed Scope of Services and Fees**

1. Lease/Lease Back – Using the recommendations as provided by our consulting relationship, we will provide TUSD with the agreements necessary to secure the Project Architect and the General Contractor for the reuse of the high school project mentioned above, as part of this lease/lease back delivery method in accordance with Education Code Section 17406.
  - a. Arrange for Project Team's Services
    - i. Advise and negotiate the lease/lease back build project with the objective to complete the school construction project will be delivered on-time within budget and the control of any change orders
    - ii. Recommend Attorney to be hired by TUSD to provide the appropriate contract documents similar to those developed for Manteca Unified
    - iii. Recommend the Financial Institution to be hired by TUSD to provide the project financing who has preformed similar services for Manteca Unified.
    - iv. Recommend the Architect to be hired by TUSD to re-design the plans as discussed for reuse of the Weston Ranch and Lathrop High Schools and is experienced with lease/lease back construction
    - v. Recommend the DSA Inspector to be hired by TUSD to oversee the inspection of the project.
    - vi. Secure the General Contractor to be hired by TUSD that is experienced at lease/lease back construction and that has previously constructed the facilities selected for reuse
  - b. **Fee:** Two percent of construction cost the project to be paid in tandem with the construction schedule.

2. State School Facility Program Services

- a. Advise as to the required documentation to determine eligibility and the completion of the OPSC project applications as related to the new high school project.
  - i. Develop a strategic plan to ensure that apportionments are maximized for the high school project
  - ii. Identify one-time and specialized funding programs for the high school project where relevant funding sources, such as the "Joint-Use Program", "Critically Overcrowded Schools Program", "Career Technical Education Facilities Program" and others might provide additional or more secure funding beyond the existing eligibility.
  - iii. Develop a plan of sequencing construction if State funding is delayed or indeterminate so that some phasing of the project may allow the project to move forward without forfeiting the right to receive reimbursement funding if, and when such funding is ultimately available from the State.
- b. Fees: Included as part of services for the high school Lease/Lease Back project

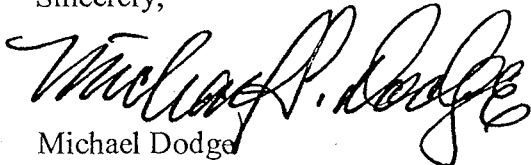
**Consulting Client References:**

Dave Mantooth, Superintendent  
Escalon Unified School District  
209 – 838-3591  
\$1 Million in Joint Use Facilities Funding  
Project was completed using Lease/Lease Back Delivery

Ron Estes, Superintendent  
Linden Unified School District  
209 – 887-3984  
\$4.6 million in Joint Use Facilities Funding  
\$700,000 in Extra Bond Financing Funding  
All projects completed using Lease/Lease Back Delivery

Sandy Dwyer and I can be contacted at 209-595-0791 or 209-649-9811. Our address is 1420 Michelle Way Escalon, CA 95320.

Sincerely,



Michael Dodge

CC: Sandy Dwyer



**TRACY**  
UNIFIED SCHOOL DISTRICT

# BUSINESS SERVICES MEMORANDUM

**TO:** Dr. James Franco, Superintendent  
**FROM:** Dr. Casey Goodall, Associate Superintendent for Business  
**DATE:** March 16, 2007  
**SUBJECT:** Approve the City of Tracy Public Agency Offsite Improvement Agreement for Tracy High School Offsite Improvements at the Northeast Corner of East Street and 11<sup>th</sup> Street

**BACKGROUND:** The District is in the process of obtaining approvals from all of the required agencies involved with permitting construction of the New West Building. This includes obtaining an encroachment permit from the City of Tracy for connection into existing infrastructure and making changes to the driveways in the parking lots in front of Tracy High School.

When improvements to the City's infrastructure are more than \$50,000.00, an improvement agreement is required by the City to approve the construction and access to the City's right of way. The attached agreement has been reviewed in the past by District's legal council and has served as the standard agreement when these types of improvements are necessary. No construction will be allowed to commence until after City Council approves the agreement and an encroachment permit is issued to the School District's contractor.

**RATIONALE:** Plans for the New West Building include new connections to the City's utility infrastructure including water, sewer, storm drain and driveway improvements. The engineering estimate for these improvements is \$98,322.99.

**FUNDING:** Improvements will be funded by local bond funds and the State School Building Program funds

**RECOMMENDATION:** Approve the City of Tracy Public Agency Offsite Improvement Agreement for Tracy High School Offsite Improvements at the Northeast Corner of East Street and 11<sup>th</sup> Street,

**Prepared by:** Denise Wakefield, Director of Facilities

**CITY OF TRACY  
PUBLIC AGENCY OFFSITE IMPROVEMENT AGREEMENT  
TRACY HIGH SCHOOL  
NORTHEAST CORNER OF EAST STREET AND 11<sup>TH</sup> STREET**

This PUBLIC AGENCY OFFSITE IMPROVEMENT AGREEMENT (Agreement) is made and entered into by and between the **CITY OF TRACY**, a municipal corporation (City), and **TRACY JOINT UNIFIED SCHOOL DISTRICT**, a public school district operating under the laws of the State of California (District), as of July 16, 2002.

**RECITALS**

- A. District is the owner of certain real property located within the boundaries of the City of Tracy, more particularly described in the attached legal description and map marked as Exhibit "A" and incorporated herein by this reference (Property).
- B. District intends to develop the Property as a school site. In undertaking such improvements to the Property, District will be required to provide certain offsite improvements, the approval of which will be under the City's jurisdiction (Offsite Improvements). The Offsite Improvements required under this Agreement are described in the Offsite Improvement Plans and Specifications (Plans) attached hereto as Exhibit "B" and incorporated herein by this reference. The Plans have been approved by the City Engineer.
- C. Because the Offsite Improvements required under the Plans and Specifications have not been completed and the District needs to proceed with development of the Property prior to completion of the Offsite Improvements, the City has requested that the District execute this Agreement, and the District has agreed to do so.
- D. District and City recognize that, under Government Code Sections 53090 through 53097.5, the District is exempt from a number of requirements which the City would normally impose upon developers; and, in particular, under Section 53097, the District must only give consideration to the City's requirements for Offsite Improvements. Nevertheless, in the spirit of cooperation and in a mutual effort to have school facilities available in a timely manner while insuring that Offsite Improvements, which are the District's responsibility, are compatible with existing City infrastructure, the parties wish to enter into this Agreement.

**NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:**

- 1. **SCOPE OF WORK.** The District shall perform, or cause to be performed, the work described in the Plans, to the reasonable satisfaction of the City Engineer. The Offsite Improvements shall be performed, and all materials and labor shall be provided, at the District's expense, in the manner described in the Plans. The

CITY OF TRACY - PUBLIC AGENCY OFFSITE IMPROVEMENT AGREEMENT  
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District may submit a written request to the City Engineer for a change in the Plans, as required by Tracy Municipal Code Section 12.36.060(f). The City acknowledges the District is not the Subdivider under the Subdivision Map Act, and that unless otherwise indicated on Exhibit B, District will contract with other professionals (District's contractor) to do the actual construction of the Offsite Improvements. The City acknowledges and agrees that District has delegated responsibility for District's performance under this Agreement to District's contractor in a separate agreement, which is attached as Exhibit "C". The City also acknowledges that requirements normally placed upon developers who construct offsite improvements are not applicable except as set forth herein.

2. **PROJECT SUPERVISION.** At all times during the progress of the Offsite Improvements, District shall require its contractor(s) to have a competent foreman or superintendent onsite with authority to act on behalf of the District's contractor. The District's contractor shall, at all times, keep the City Engineer informed in writing of the name and telephone number of the foreman or superintendent. Upon request, the District shall keep the City Engineer informed in writing of the names and telephone numbers of all contractors and subcontractors performing the Offsite Improvements.
3. **LOCATION OF PERFORMANCE.** The District's contractor shall perform all Offsite Improvements at the locations and grades shown on the Plans. Any easement or right-of-way necessary for the performance of the Offsite Improvements shall be acquired by the District at the District's sole cost and expense.
4. **IMPROVEMENT SECURITY.** Prior to the commencement of any Offsite Improvements, the District's contractor performing the Offsite Improvements shall be required to furnish security on behalf of the District, in a form acceptable to the City and naming the City as a covered entity in the following amounts:
  - 4.1. **Faithful Performance** security in the amount of 100% of the contracted amount, **\$98,322.99** to secure faithful performance of this Agreement until one year after the date on which the City verifies the Offsite Improvements as complete.
  - 4.2. **Labor and Material** security in the amount of 100% of the contracted amount, **\$98,322.99** to secure payment by the District's contractor to laborers and for material until one year after the date on which the City verifies the Offsite Improvements as complete.

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5. **INSURANCE.** Concurrently with the execution of this Agreement by the District and City, and prior to the commencement of any Offsite Improvements, the District shall furnish evidence to the City that the District's contractor has satisfied all of the following insurance requirements.

5.1. **General.** The District's contractor shall, throughout the duration of this Agreement, maintain insurance to cover the District, its agents, representatives, contractors, subcontractors, and employees in connection with the performance of services under this Agreement at the minimum levels set forth herein.

5.2. **Commercial General Liability** (with coverage at least as broad as ISO form CG 00 01 01 96) coverage shall be maintained in an amount not less than \$1,000,000 general aggregate and \$1,000,000 per occurrence for general liability, bodily injury, personal injury, and property damage.

5.3. **Automobile Liability** (with coverage at least as broad as ISO form CA 00 01 07 97, for "any auto") coverage shall be maintained in an amount not less than \$1,000,000 per accident for bodily injury and property damage.

5.4. **Workers' Compensation** coverage shall be maintained as required by the State of California.

5.5. **Endorsements.** The District shall obtain endorsements to the automobile and commercial general liability coverage with the following provisions:

5.5.1. The City (including its elected and appointed officials, officers, employees, agents, and volunteers) shall be named as an additional "insured."

5.5.2. For any claims related to this Agreement, the coverage of District's contractor shall be primary insurance with respect to the City. Any insurance maintained by the City shall be excess of such coverage, and shall not contribute with it.

5.6. **Notice of Cancellation.** District's contractor shall obtain endorsements to all insurance policies by which each insurer is required to provide thirty (30) days prior written notice to the City should the policy be canceled before the expiration date. For the purpose of this notice requirement, any material change in the policy prior to the expiration shall be considered a cancellation.

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**5.7. Authorized Insurers.** All insurance companies providing coverage shall be insurance organizations authorized by the Insurance Commissioner of the State of California to transact the business of insurance in the State of California.

**5.8. Insurance Certificate.** District's contractor shall provide evidence of compliance with the insurance requirements listed above by providing a certificate of insurance.

**5.9. Substitute Certificates.** No later than thirty (30) days prior to the policy expiration date of any insurance policy required by this Agreement, District's contractor shall provide a substitute certificate of insurance.

**5.10. Obligation of District's Contractor.** Maintenance of insurance by the District's contractor as specified in this Agreement shall in no way be interpreted as relieving the District's contractor of any responsibility whatsoever (including indemnity obligations under this Agreement), and the District's contractor may carry, at its own expense, such additional insurance as it deems necessary.

**6. PERMITS, LICENSES, AND COMPLIANCE WITH LAW.** District shall insure that District's contractor shall bear all expenses for, obtain and maintain all necessary permits and licenses for performance of the Offsite Improvements. The District's contractor shall comply with all local, state, and federal laws, whether or not said laws are expressly stated in this Agreement.

**7. TIME OF PERFORMANCE.** Time is of the essence in the performance of the Offsite Improvements and the timing requirements set forth herein shall be strictly adhered to unless otherwise modified in writing in accordance with this Agreement. The District shall submit all requests for extensions of time to the City, in writing, no later than ten (10) days after the start of the condition, which purportedly caused the delay, and not later than the date on which performance is due.

**7.1. Commencement of Work.** No later than forty-eight (48) hours prior to the commencement of the Offsite Improvements, the District's contractor shall provide written notice to the City Engineer of the date on which the District's contractor shall commence work. The District's contractor shall not commence work on the Offsite Improvements until after the notice required by this section is properly provided, and the District's contractor shall not commence such work prior to the date specified in the written notice.

**7.2. Schedule of Work.** Concurrently with the written notice of commencement of work on the Offsite Improvements, the District's contractor shall provide the

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City with a written schedule of work, which shall be updated in writing as necessary to accurately reflect progress of the work.

**7.3. Completion of Work.** The District's contractor shall complete the Offsite Improvements by the date indicated in the written schedule of work or the subsequent progress updates.

- 8. INSPECTION BY THE CITY.** In order to permit the City to inspect the Offsite Improvements the District's contractor shall at all times provide the City with proper and safe access to the project site, to all portions of the Offsite Improvements, and to all shops wherein portions of the work are in preparation.
- 9. INSPECTION FEES.** Concurrently with the execution of this Agreement by the District, and prior to the commencement of any work on the Offsite Improvements, the District shall pay the City inspection fees in the amount of three and one-half percent (3-1/2 %) of the estimated cost of the Offsite Improvements (as approved by the City Engineer). In the event that the City determines that its actual costs of inspecting the Offsite Improvements (including all costs and expenses of inspection, reviewing maps and plans, field checking, testing, and administrative and overhead costs of fifteen percent (15 %) exceeds the amount of inspection fees paid by the District, the District shall pay the City the actual costs of inspecting the Offsite Improvements less any inspection fees already paid.
- 10. DEFAULT.**
- 10.1.** In the event that the District is in default of this Agreement, as defined in this section, the City shall provide written notice to the District, District's contractor and the surety for the District's contractor in which the default is described.
- 10.2.** The District shall be in default of this Agreement if the City determines that any one of the following conditions exist:
- 10.2.1.** The District is insolvent, bankrupt, or makes a general assignment for the benefit of its creditors.
- 10.2.2.** The District abandons the Offsite Improvements site.
- 10.2.3.** The District fails to perform one or more requirements of this Agreement.
- 10.2.4.** The District, through District's contractor, fails to replace or repair any damage caused by District or its agents, representatives, contractors, subcontractors, or employees in connection with performance of the work on the Offsite Improvements.



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10.2.5. The District knowingly violates any legal requirement related to the Offsite Improvements.

10.3. In the event that the District fails to cure or fails to cause District's contractor to cure the default within twenty (20) days, or provide adequate written assurance to the satisfaction of the City Engineer that the cure will be promptly commenced and diligently prosecuted to its completion, the City may, in the discretion of the City Engineer, take any or all of the following actions:

10.3.1. Cure the default and charge the District for the costs therefore, including administrative costs and interest in an amount equal to seven percent (7 %) per annum from the date of default.

10.3.2. Demand the District to complete performance of the work on the Offsite Improvements.

10.3.3. Demand the District or District contractor's surety to complete performance of the work on the Offsite Improvements.

11. **ACCEPTANCE OF WORK.** Prior to acceptance of the Offsite Improvements by the City, the District, through the District's contractor, shall be solely responsible for maintaining the quality of the Offsite Improvements, and maintaining safety at the Project site. The District's obligation to perform the work on the Offsite Improvements shall not be satisfied until after the City has made a written determination that all obligations of the Agreement have been satisfied and all outstanding fees and charges have been paid.

12. **WARRANTY PERIOD.** The District, through District's contractor, shall warrant the quality of the work on the Offsite Improvements, in accordance with the terms of the Plans and Specifications, for a period of one year after acceptance of the Offsite Improvements. In the event that (during the one year warranty period) any portion of the work on the Offsite Improvements is determined by the City to be defective as a result of an obligation of the District under this Agreement, the District shall be in default.

13. **INDEPENDENT CONTRACTOR STATUS.** Neither party to this Agreement is the employee of the other party, and each party shall be solely responsible for all acts of its officers, employees agents, contractors, subcontractors, including any negligent acts or omissions. Neither party shall have any authority, express or implied, to act on behalf of the other party as an agent, or to bind the other party without the express prior written permission of the other party.

CITY OF TRACY - PUBLIC AGENCY OFFSITE IMPROVEMENT AGREEMENT  
TRACY HIGH SCHOOL  
NORTHEAST CORNER OF EAST STREET AND 11<sup>TH</sup> STREET, TRACY  
Page 7 of 9

14. **OWNERSHIP OF WORK.** All original documents prepared by or for District in connection with this Agreement are the property of the District, which shall give a copy to the City at the completion of the Offsite Improvements.
15. **ATTORNEY'S FEES.** In the event any legal action is commenced to enforce this Agreement, the prevailing party is entitled to reasonable attorney's fees, costs, and expenses incurred.
16. **INDEMNIFICATION.** District shall indemnify, defend, and hold harmless the City (including its elected officials, officers, agents, and employees) from and against any and all claims, demands, damages, liabilities, costs, and expenses (including court costs and attorney's fees) resulting from or arising out of the performance of the work on the Offsite Improvements by District or District's agents, representatives, contractors, subcontractors, or employees.
17. **ASSIGNMENT AND DELEGATION.** This Agreement and any portion thereof shall not be assigned or transferred, nor shall any of the District's duties be delegated, without the written consent of the City. Any attempt to assign or delegate this Agreement without the written consent of the City shall be void and of no force and effect. A consent by the City to one assignment shall not be deemed to be a consent to any subsequent assignment.
18. **NOTICES.**
- 18.1. All notices, demands, or other communications which this Agreement contemplates or authorizes shall be in writing and shall be personally delivered or mailed to the respective party as follows:
- |   |  |
|---|--|
| <u>To City:</u><br>Kuldeep Sharma<br>City Engineer<br>City of Tracy<br>520 Tracy Boulevard<br>Tracy, CA 95376 | <u>To District:</u><br>Facilities Construction Manager<br>Tracy Unified School District<br>1875 W. Lowell Avenue<br>Tracy, CA 95376-4095 |
|---|--|
- 18.2. Communications shall be deemed to have been given and received on the first to occur of: (1) actual receipt at the address designated above, or (2) three working days following the deposit in the United States Mail of registered or certified mail, sent to the address designated above.
19. **MODIFICATIONS.** This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by both parties.

CITY OF TRACY - PUBLIC AGENCY OFFSITE IMPROVEMENT AGREEMENT  
TRACY HIGH SCHOOL  
NORTHEAST CORNER OF EAST STREET AND 11<sup>TH</sup> STREET, TRACY  
Page 8 of 9

20. **WAIVERS.** Waiver of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement.
21. **SEVERABILITY.** In the event a court of competent jurisdiction holds any term of this Agreement invalid, the Agreement shall be construed as not containing that term, and the remainder of this Agreement shall remain in full force and effect.
22. **JURISDICTION AND VENUE.** The interpretation, validity, and enforcement of the Agreement shall be governed by and construed under the laws of the State of California. Any suit, claim, or legal proceeding of any kind related to this Agreement shall be filed and heard in a court of competent jurisdiction in the County of San Joaquin.
23. **ENTIRE AGREEMENT.** This Agreement, including all documents incorporated by reference, comprises the entire integrated understanding between the parties concerning the improvements to be constructed for this Project. This Agreement supersedes all prior negotiations, representations, or agreements.
24. **FORM OF AGREEMENT APPROVED.** This Agreement is a form agreement to be used on all construction projects involving the District's completion of Offsite Improvements. The form of this Agreement has been approved by the City Council of the City and the District Board of Education, and each has authorized the individuals whose signatures appear on this document to execute it without further approval by either agency.

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CITY OF TRACY - PUBLIC AGENCY OFFSITE IMPROVEMENT AGREEMENT  
TRACY HIGH SCHOOL  
NORTHEAST CORNER OF EAST STREET AND 11<sup>TH</sup> STREET, TRACY  
Page 9 of 9

**25. SIGNATURES.** The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Agreement on behalf of the respective legal entities of the District and the City. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF the parties do hereby agree to the full performance of the terms set forth herein.

CITY OF TRACY

TRACY JOINT UNIFIED SCHOOL DISTRICT

By: Brent H. Ives  
Title: CITY MAYOR

Date: \_\_\_\_\_

By: Casey Goodall  
Title: Assistant Superintendent of  
Business Services

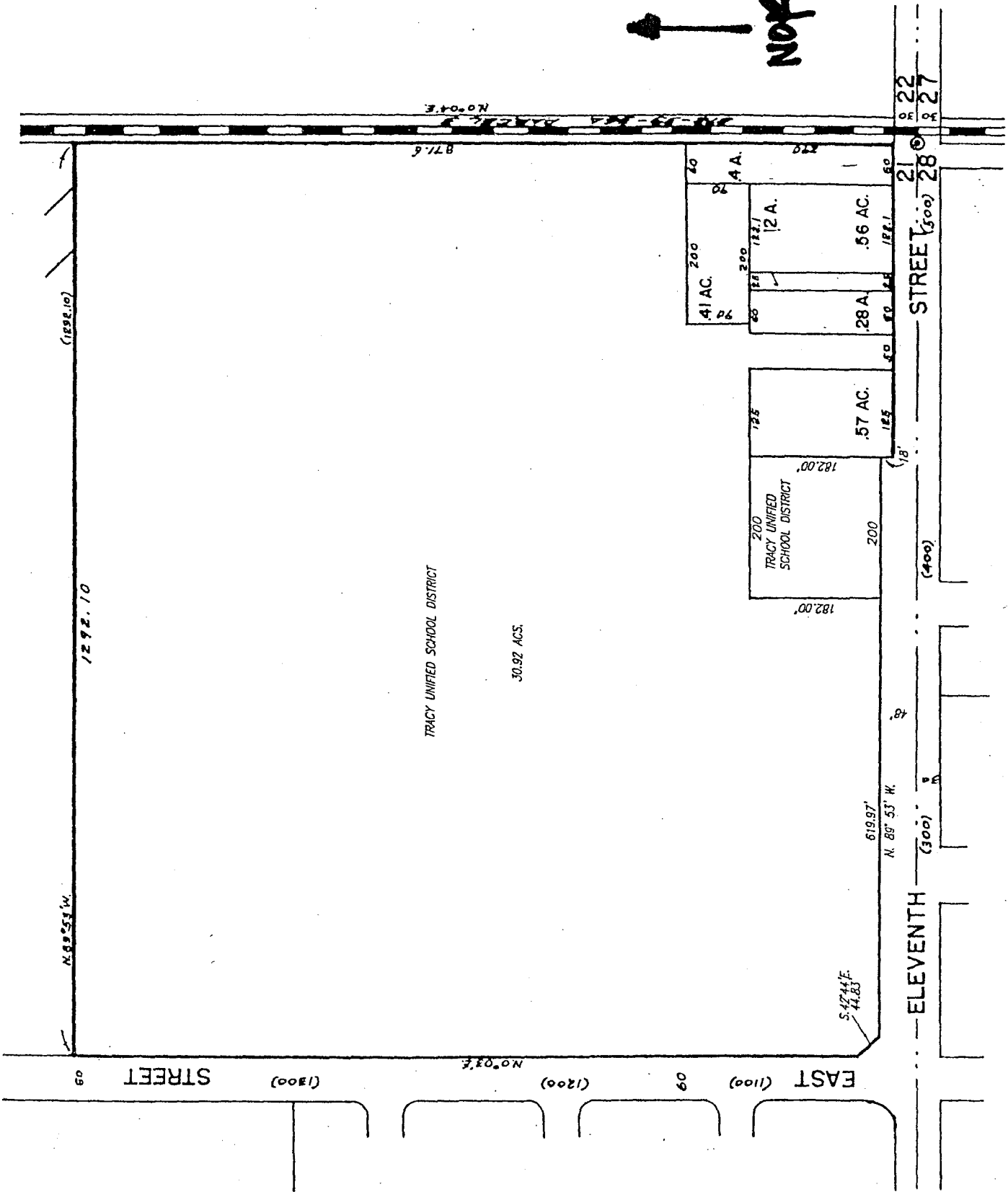
Date: \_\_\_\_\_

Approved As To Form:

By: Debra E. Corbett  
Title: CITY ATTORNEY  
Date: \_\_\_\_\_

01-020707rp

EXHIBIT "A"



CITY OF TRACY - OFFSITE IMPROVEMENT AGREEMENT  
EXHIBIT "B"  
TRACY HIGH SCHOOL  
NE CORNER OF 11<sup>TH</sup> STREET AND EAST STREET  
Page 1 of 1

EXHIBIT "B"

Description of Work.

Improvement Plans and Specifications (which incorporate portions of the City's Standard Specifications) have been prepared on behalf of the Tracy School District, and approved by the City Engineer, which describe in more detail the improvements. The Plans and Specifications, as approved by the City Engineer, are on file with the City Engineer, and are incorporated herein by reference. The term "Plans and Specifications" shall include: \_\_\_\_ ( ) sheets of improvement plans entitled "\_\_\_\_\_" prepared by \_\_\_\_\_, approved by the City Engineer.

01-031207rp



**TRACY**  
UNIFIED SCHOOL DISTRICT

# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. James Franco, Superintendent  
**FROM:** ~~Dr. James Franco~~ Dr. Sheila Harrison, Assistant Superintendent of Educational Services  
**DATE:** March 14, 2007  
**SUBJECT:** Approve Adoption of High School Science Textbooks

**BACKGROUND:** As part of the instructional materials adoption process, high school science teachers have been engaged in evaluating textbooks. They developed criteria for evaluating instructional materials and reviewed several programs. One of the key aspects of this review process was to ensure that the material presented in the text was aligned to the state content standards for that subject. Where a course is taught at the three high schools, a common text is being recommended. The following lists by course the text that is being recommended for adoption:

Course	Recommended Text	Publisher	Copyright
Advanced Biology I AP	<i>Biology</i> , Campbell & Reece 7th ed	Prentice Hall	2005
Advanced Biology I IB H			
Advanced Biology II IB H			
Biology PreAP	<i>Essential Biology w/Physiology</i> , Campbell 2nd ed	Prentice Hall	2007
Biology PreIB			
AgSci/Biology PreIB			
Principles Of Engineering II			
Principles Of Engineering III	<i>A User's Guide to Engineering</i>	Prentice Hall	2006
Ag Biology	<i>Biology</i>	Prentice Hall	2008
AgSci/Biology Ag PreIB			
Biology			
Biology LEP			
Advanced Chemistry IB H	<i>Chemistry: The Central Science</i> , 10th ed	Prentice Hall	2006
Applied Chemistry	<i>Chemistry</i>	Pearson AGSglobe	2007
Chemistry	<i>Chemistry</i>	Prentice Hall	2008
Chemistry LEP			
Ag Physics	<i>Conceptual Physics</i>	Prentice Hall	2006
Conceptual Physics			
Principles Of Engineering I			
Conceptual Physics LEP			
Introduction to Forensic Science	<i>Criminalistics: An Introduction to Forensic Science</i>	Prentice Hall	2004
Ag Earth Science	<i>Earth Science</i>	Holt	2006
AgSci/Earth Science			
Earth Science			
Earth Science ELL			

Course	Recommended Text	Publisher	Copyright
Human Physiology Human Physiology ELL	<i>Essentials of Human Anatomy and Physiology</i> , 8th ed	Prentice Hall	2006
AgSci/Chemistry PrelB Chemistry H Chemistry PrelB	<i>Modern Chemistry</i>	Holt	2006
Life Science SDC	<i>AGS Biology</i>	Pearson AGSglobe	2004
Integrated Science SDC	<i>AGS Physical Science</i>	Pearson AGSglobe	2004
Physical Science SDC	<i>AGS Earth Science</i>	Pearson AGSglobe	2004
Earth Science SDC			
Physics	<i>Physics</i>	Holt	2007
Advanced Physics AP	<i>Fundamentals of Physics</i> , 8th ed	People's Publishing/Wiley	2007
Physics IB H	<i>Physics for the IB Diploma</i> , 5th ed	Cambridge University Press	2007
Lab Research BioTechnology	<i>Biotechnology: Science for the New Millennium</i> , 1st ed	EMC Paradigm Publishing	2006
Environmental Systems IB	<i>Environmental Science: Toward a Sustainable Future</i> , 10th ed	Prentice Hall	

**RATIONALE:** The materials being recommended for adoption demonstrate the highest correlation to the following evaluation criteria:

- Alignment with the state and district standards by grade level
- Readability
- Instructional strategies to support English learners
- Technology integration
- Assessments
- Student resources and support
- Comprehensive teacher materials
- Opportunities for differentiated instruction

This agenda item supports Strategic Goal #1: Quality Curriculum.

**FUNDING:** Funding for the purchase of recommended materials in the amount of \$680,000 will be provided by state instructional textbook monies.

**RECOMMENDATION:** Approve Adoption of High School Science Textbooks

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





**TRACY**  
UNIFIED SCHOOL DISTRICT

# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. James Franco, Superintendent  
**FROM:** *SH* Dr. Sheila Harrison, Assistant Superintendent of Educational Services  
**DATE:** March 14, 2007  
**SUBJECT:** Approve Adoption of Visions High School English Language Development (ELD) Textbooks

**BACKGROUND:** In 2005/2006, the District English Language Development (ELD) Steering Committee reviewed high school English language learner student achievement data and ELD curriculum to determine the most appropriate materials to better meet the instructional needs of EL students. The Steering Committee identified *Visions*, published by Thomson Heinle, as the most appropriate curriculum presently available. In August 2006, the Board approved *Visions* pilot materials. Following the Board's approval of the pilot, High School ELD teachers from both high schools received training for the *Visions* program. The program has been piloted throughout the 2006/07 school year at Tracy and West High Schools. Pilot teachers at both schools found the materials to be very effective in supporting their students in meeting the ELD standards. The following lists by course the text that is being recommended for adoption:

Course	Recommended Text
	<b>Visions Intro</b>
Beginning ELD	Student Book Intro
	Activity Book Intro
	Student Handbook Intro/A/B/C
	The Heinle Picture Dictionary
	Grammar in Context, Basic
	<b>Visions Level A</b>
Intermediate ELD	Student Book A
	Activity Book A
	Student Handbook Intro/A/B/C
	Grammar in Context, Basic
	Grammar in Context, Book 1
	<b>Visions Level B</b>
Early Advanced ELD	Student Book B
	Grammar in Context, Book 2
English I Transition	Activity Book B
	Student Handbook Intro/A/B/C
	Grammar in Context, Book 1
	<b>Visions Level C</b>
Advanced ELD	Student Book C
	Grammar in Context, Book 3
English II, Transition	Grammar in Context, Book 2
English II, III, IV Transition	Activity Book C
English II, III, IV Transition	Student Handbook Intro/A/B/C, 6
English III, IV Transition	Grammar in Context, Book 3

**RATIONALE:** *Visions* is a four-level language development program that supports students from the newcomer level through transition into mainstream classrooms. It is designed specifically for supporting students in English language acquisition. By incorporating fine literature with content, students learn and amply practice the skills they need to meet grade-level standards while being introduced to the academic language needed for school success. This agenda item supports Strategic Goal #1: Quality Curriculum.

**FUNDING:** Funding for the purchase of the recommended materials in the amount of \$54,800 will be provided by District categorical funds. If any of the materials are used on a consumable basis, the cost of the consumable materials would be funded by site categorical funds.

**RECOMMENDATION:** Approve Adoption of Visions High School English Language Development (ELD) Textbooks.

**Prepared by:** Donna Sonnenburg, Director of Instructional Media Services and Curriculum



# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. James Franco, Superintendent  
**FROM:** *JS* Dr. Sheila Harrison, Assistant Superintendent of Educational Services  
**DATE:** March 16, 2007  
**SUBJECT:** Approve the Application for the Quality Education Investment Act (QEIA) Grant for Central and Delta Island Schools

**BACKGROUND:** The state has allocated additional funds for schools in Decile 1-2 for school improvement under the Quality Education Investment Act (QEIA). Under this grant, each site would receive funds designed to improve student learning and school academic performance. Funding is based on fall enrollment (CBEDS) from the prior year at a rate of \$500 per student in K-3 and \$900 per student in grades 4-8. The program provides funding for up to seven years. The state has sufficient funding for only one third of the eligible schools in California. Schools that apply will be selected by the state based on a random selection process. The program requirements for this grant include reducing class size, ensuring that teachers are highly qualified and that the average teaching experience of the school is at least as high as the average for the district. There are also requirements that the schools meet API (Academic Performance Index) growth targets each year of the program and that teachers and paraprofessionals participate in at least 40 hours of professional development annually. Compliance with the program requirements is monitored by the County Superintendent.

**RATIONALE:** If selected for participation in the QEIA program, Central School could receive approximately \$176,000 in year 1 (2007/08) and \$266,000 per year for the next six years. Delta Island could receive approximately \$74,000 in year 1 and \$95,000 per year for the next six years. Districts and schools accepting this grant would be subject to meeting all program requirements. This meets the District's Strategic Goal #1: Provide a Relevant and Meaningful Curriculum and Strategic Goal #2: Provide a Quality Learning Environment.

**FUNDING:** There is no cost to the district to apply.

**RECOMMENDATION:** Approve the Application for the Quality Education Investment Act (QEIA) Grant for Central and Delta Island Schools

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

## **APPENDIX B**

### **Quality Education Investment Act Forms**

**PLEASE SUBMIT ONE ORIGINAL, ONE PAPER COPY, AND ONE ELECTRONIC COPY OF EACH FORM TO:**

High Priority Schools Office  
QEIA Application Packet  
California Department of Education  
1430 N Street, Suite 4401  
Sacramento, CA 95814-5901

**Applications must be received by the CDE  
no later than 5:00 p.m. on March 30, 2007**

Districts and Chartering Authorities are responsible for ensuring that applications are received at the California Department of Education by this deadline.

Please do not fax or e-mail these documents.

The Local Educational Agency (LEA) Application should be followed by the completed forms.

**The packet must contain the following forms in the following order:**

- |        |   |
|--------|---|
| Form 1 | Local Educational Agency (LEA) Application for QEIA Funding   |
| Form 2 | District or Chartering Authority Prioritized List of Schools  |
| Form 3 | District or Chartering Authority Assurances (2 pages)   |
| Form 4 | School Application for QEIA Funding   |
| Form 5 | Drug-Free Workplace Certification (can be found on the CDE Web site at <a href="http://www.cde.ca.gov/fg/fo/fm/drug.asp">http://www.cde.ca.gov/fg/fo/fm/drug.asp</a> , sign, and include in packet) |
| Form 6 | School Application for QEIA Funding – Alternative Application Supplement (if applicable)  |

## Local Educational Agency (LEA) Application for QEIA Funding

PLEASE MAIL ONE ORIGINAL, ONE PAPER COPY, AND

ONE ELECTRONIC COPY TO:

High Priority Schools Office  
Quality Education Investment Act (QEIA) Application Packet  
California Department of Education  
1430 N Street, Suite 4401  
Sacramento, CA 95814-5901

**Please DO NOT submit by fax or e-mail**  
**Must be received by the CDE by March 30, 2007, 5:00 p.m.**

### Part I – Provide the requested LEA information on this form.

Name of Applicant's LEA: Tracy Joint Unified School District

County/District/School Code: 39 - 75499

County Name: San Joaquin

Superintendent's Name:  
Dr. James Franco

LEA Contact:  
Dr. Sheila Harrison

Address:  
1875 W. Lowell Ave

Address:  
1875 W. Lowell Ave

City: Zip:  
Tracy 95376

City: Zip:  
Tracy 95376

Telephone: (209) 830-3200 x 1004  
Fax: (209) 830-3204  
E-mail: jfranco@tusd.net

Telephone: (209) 830-3200 x 1010  
Fax: (209) 830-3209  
E-mail: sjharrison@tusd.net

### Part II – Signature of Superintendent and Local Governing Board President or Designee

The superintendent of the LEA submitting the application signs on behalf of all principals included in the application. By signing this document you also acknowledge your agreement to the General Assurances located at (<http://www.cde.ca.gov/fq/fo/fm/genassur.asp>).

(Sign in blue ink.)

*James Franco*

Date: 3 / 16 / 07

The signature of the president of the local governing board (or designee) indicates local board approval of all submission documents. (Sign in blue ink.)

Date:

# District or Chartering Authority Prioritized List of Schools

San Joaquin County - 39

Tracy Joint Unified School District - 75499

District Priority	CDS Code	School Name	School Type	Apply for Funding		Option: Select only one		Priority Consideration If 9-12 Alternative	
				Yes	No	Regular	Alternative	Yes	No
1	39-75499- 6842832	Central Elementary	E	X		X			
2	39-75499- 6085005	Delta Island Elementary	E	X		X			

Number of Schools in the Tracy Joint Unified School District: 2

This prioritization list takes precedence over all others.

James Franco 3/16/07  
Superintendent Signature (Blue Ink) Date

<http://www.cde.ca.gov/ta/p/qe>

This completed form must accompany all applications and must be RECEIVED by the CDE no later than Friday, March 30, 2007, at 5:00 p.m. Late or incomplete assurances, signatures, or applications will result in failure of school(s) to qualify for funding.

## District or Chartering Authority Assurances

As the duly authorized representatives of the applicant, we certify that for each QEIA funded school the district or chartering authority will:

- |   | Initials |
|---|----------|
| 1. Have read and considered fiscal, resource, and other impacts on the district or chartering authority likely to result from the participation of its school(s) in QEIA as identified in Appendix A of the Guidance and Application.   | <u>J</u> |
| 2. Ensure that each teacher assigned to NCLB core subjects in the school, including intern teachers, is highly qualified in accordance with the federal No Child Left Behind Act of 2001. (EC Section 52055.740(a)(3))  | <u>J</u> |
| 3. Meet all of the requirements of the settlement agreement in <i>Williams v. State of California</i> , including the requirements regarding teachers, instructional materials, and school facilities, within the timelines required by statute. (EC Section 52055.740(b)(4))   | <u>J</u> |
| 4. Ensure that the administrators will have exemplary qualifications and experience developed through programs such as AB 430, Principal Training Program, by the end of the first year of full funding and in each year of funding thereafter. (EC Section 52055.750(a)(3))  | <u>J</u> |
| 5. Provide all fiscal and evaluation data requested by the Superintendent of Public Instruction, and by the county office of education responsible for monitoring of progress in implementing all interim and program requirements, and assist the county office of education in completing its annual monitoring activities as requested. (EC Section 52055.750(a)(4))   | <u>J</u> |
| 6. Have met and conferred with the exclusive representative for the local bargaining units. (EC Section 52055.750(a)(5))  | <u>J</u> |
| 7. Provide assistance in developing and carrying out their plans to implement QEIA to ensure that the district or chartering authority's plan supports the work of the school. (EC Section 52055.750(a)(6))   | <u>J</u> |
| 8. Establish and maintain focus on conditions that improve instruction and achievement (such as ongoing assessment of school conditions, school plan implementation, and modification of the school plan to respond to changing or emerging conditions.) (EC Section 52055.750(a)(7))   | <u>J</u> |
| 9. Express its full understanding that not meeting QEIA requirements will result in the termination of QEIA funding. (EC Section 52055.750(a)(8))   | <u>J</u> |
| 10. Ensure that funds are spent on that school, except that first year funds may be used for facilities necessary to implement class size reduction among QEIA funded schools in the district or chartering authority. (EC Section 52055.750(a)(9))   | <u>J</u> |
| 11. Ensure that the teaching experience of the classroom teachers is equal to or greater than the average teaching experience of classroom teachers in the district as a whole, based on the Teacher Experience Index to be developed by the State Superintendent of Public Instruction pursuant to EC Section 52055.730(d). (EC Section 52055.750(a)(10))  | <u>J</u> |
| 12. Ensure that each teacher and instructional paraprofessional participates in a program of professional development established and made available by the school and/or district. Such a program for teachers should include opportunities to collaborate, analyze pupil data, and support standards-based instruction, and be similar in quality and rigor to the training provided under the Mathematics and Reading Professional Development Program (AB 466/SB472). This professional development must average 40 hours per year per teacher, and at least one-third of teachers are to participate in professional development each year so that all teachers have participated by the end of the third year of full funding. (EC Sections 52055.740 (b) (3); 52055.750 (c) and (d)) | <u>J</u> |

Initials

13. Comply with all QEIA program requirements including those related to class-size reduction, student-to-counselor ratios, pupil attendance, graduation rates, API growth requirements and/or alternative program requirements, as applicable (EC Section 52055.700, et seq.) J
14. Assist in the revision of its school plan adopted pursuant to EC Section 64001. The revised school plan must describe the manner in which QEIA requirements will be met, focus on instructional improvement and improving instructional conditions, and address the manner in which funds provided or otherwise addressed in this program will be used. (EC Section 52055.755) J
15. Have presented the revised school plan at a regularly scheduled local governing board hearing to obtain approval of the plan, and the local board has certified that the plan contains all the required elements. (EC Section 52055.755) J
16. Have met and conferred with the county superintendent of schools in the jurisdiction, the principal(s) and school site councils of the participating school(s), as applicable, and a representative of the parent teacher association(s) of the school(s), and other public and advisory groups, as applicable. (EC Section 52055.750(a)(5)) J
17. Ensure that schools will comply with all school-level assurances and all other requirements for QEIA participation and continued funding. (EC Section 52055.750(a)(2)) J
18. In addition, if applying under the alternative option:
- a. Ensure that the alternative plan was developed based on reliable data and the research meets the current and confirmed standards of scientifically based practices as defined in subdivision (j) of Education Code Section 44757.5. (EC Section 52055.760(c)(1)) J
- b. Ensure that the costs of complying with the proposed alternative plan and requirements do not exceed the amount of funding received by the school district or chartering authority pursuant to QEIA participation. (EC Section 52066.760(c)(2)) J
- c. Ensure that the alternative plan includes a method for gathering data to measure student progress as specified by the State Superintendent of Public Instruction. (EC Section 52055.750(a)(4)) J

James Franck  
Signature of Superintendent or Designee

3/16/2007  
Date

Signature of President of Local School Board

Date

Steve B. Seiers  
Signature of Bargaining Unit Exclusive Representative (see 6 above)

3/16/2007  
Date

(Sign all in blue ink)



Taken from: <http://www.cde.ca.gov/fg/fo/fm/genassur.asp>  
Last modified: Thursday, March 01, 2007

## General Assurances (Aug-2005 to Jan-2007)

California Department of Education general assurances required for grants supported by state or federal funds.

**Note:** By signing the grant application and including a copy of this document with it, the authorized official agrees to the assurances presented here. No signature should be placed on this page.

### Discrimination

As the duly authorized representative of the applicant, I certify that the applicant will comply with all federal statutes relating to nondiscrimination, including (a) Title VI of the Civil Rights Act of 1964 (45 *United States Code* [USC] sections 2000d through 2000d-4) prohibiting discrimination on the basis of race, color, or national origin; Title IX of the Education Amendments of 1972 (20 USC sections 1681-1683) prohibiting discrimination on the basis of sex; Section 504 of the Rehabilitation Act of 1973 (20 USC Section 794) prohibiting discrimination on the basis of handicap; and The Age Discrimination Act (42 USC Section 6101, *et seq.*) prohibiting discrimination on the basis of age.

### Costs

As the duly authorized representative of the applicant, I certify that the applicant will comply with the general cost principles set forth in federal regulations, 34 *Code of Federal Regulations* (CFR) Section 74.27 and 34 CFR Section 80.22, and the Office of Management and Budget circulars applicable to my entity.

I further certify that the applicant will comply with the expenditure requirements set forth in the federal Education Department Guidelines Administrative Regulations (EDGAR) contained in Title 34 of the CFR.

### Records

As the duly authorized representative of the applicant, I certify that the applicant will make reports to the state or federal agency designated in the application as may reasonably be necessary to enable those agencies to perform their duties. The applicant will maintain and provide access to all records used in the preparation of such reports for a period of five years. Such records shall include, but not be limited to, records which fully disclose the amount and disposition by the recipient of funds, the total cost of the activity for which the funds are used, the share of the cost provided from other sources, and such other records as will facilitate an effective audit. The recipient shall maintain such records for five years after the completion of the activities for which the funds are used.

### Applicable Law

As the duly authorized representative of the applicant, I certify that the applicant will comply with all state and federal statutes, regulations, program plans, and eligibility requirements applicable to each program under which federal and state funds are made available through the application.

CDE-100A (Revised Aug-2005) - California Department of Education

Questions: Funding Master Plan | [fmp@cde.ca.gov](mailto:fmp@cde.ca.gov)

## School Application for QEIA Funding

PLEASE READ: Applications will be processed ONLY if all information on this form is completed. Incomplete or inaccurate applications will be disqualified from further consideration.

**PLEASE MAIL ONE ORIGINAL, ONE PAPER COPY, AND ONE ELECTRONIC COPY TO:**

High Priority Schools Office  
Quality Education Investment Act (QEIA) Application Packet  
California Department of Education  
1430 N Street, Suite 4401  
Sacramento, CA 95814-5901

**Please DO NOT submit by fax or e-mail  
Must be received by the CDE by March 30, 2007, 5:00 p.m.**

<b>1. Name of School:</b> Central Elementary School <b>LEA or Chartering Authority:</b> Tracy Joint Unified School District <b>County/District/School Code:</b> 39-75499-6842832 <b>County Name:</b> San Joaquin			
<b>2. Please select which application option (select only one):</b>  <input checked="" type="checkbox"/> Regular <input type="checkbox"/> Alternative			
<b>3. School-Level Assurances</b> (EC Section 52055.750(a)(1))  As the duly authorized representatives of the applicant, we certify that the school will complete an academic review process including elements used in the School Assistance and Intervention Team (SAIT) process.			
<b>4. Principal's Name:</b> Ms. Nancy Link		<b>5. School Site Council (or equivalent) Chair's Name:</b> Ms. Jennifer Burger	
<b>6. Principal's Signature</b> (sign in blue):		<b>7. School Site Council (or equivalent) Chair's Signature</b> (sign in blue):	
<b>Address:</b> 1370 Parker Ave.		<b>Address:</b> 1370 Parker Ave.	
<b>City:</b> Tracy	<b>Zip:</b> 95376	<b>City:</b> Tracy	<b>Zip:</b> 95376
<b>Phone:</b> (209) 831-5300 <b>Fax:</b> (209) 831-5309 <b>E-mail:</b> nlink@tusd.net		<b>Phone:</b> (209) 831-5300 <b>Fax:</b> (209) 831-5309 <b>E-mail:</b> _____	

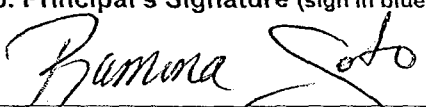
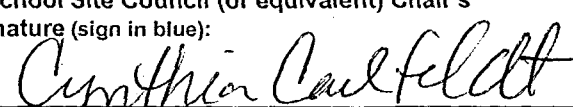
## School Application for QEIA Funding

PLEASE READ: Applications will be processed ONLY if all information on this form is completed. Incomplete or inaccurate applications will be disqualified from further consideration.

**PLEASE MAIL ONE ORIGINAL, ONE PAPER COPY, AND ONE ELECTRONIC COPY TO:**

High Priority Schools Office  
Quality Education Investment Act (QEIA) Application Packet  
California Department of Education  
1430 N Street, Suite 4401  
Sacramento, CA 95814-5901

**Please DO NOT submit by fax or e-mail  
Must be received by the CDE by March 30, 2007, 5:00 p.m.**

<b>1. Name of School:</b> Delta Island Elementary <b>LEA or Chartering Authority:</b> Tracy Unified School District <b>County/District/School Code:</b> 39 75499 6085005 <b>County Name:</b> San Joaquin County	
<b>2. Please select which application option (select only one):</b>  <input checked="" type="checkbox"/> Regular <input type="checkbox"/> Alternative	
<b>3. School-Level Assurances</b> (EC Section 52055.750(a)(1))  As the duly authorized representatives of the applicant, we certify that the school will complete an academic review process including elements used in the School Assistance and Intervention Team (SAIT) process.	
<b>4. Principal's Name:</b> Ramona Soto	<b>5. School Site Council (or equivalent) Chair's Name:</b> Cynthia Carlfieldt
<b>6. Principal's Signature</b> (sign in blue): 	<b>7. School Site Council (or equivalent) Chair's Signature</b> (sign in blue): 
<b>Address:</b> 2091 Hyannis Circle	<b>Address:</b> 442 W. Orangeburg
<b>City:</b> Manteca, CA <b>Zip:</b> 95336	<b>City:</b> Modesto <b>Zip:</b> 95350
<b>Phone:</b> (209) 823-8683 <b>Fax:</b> (209) 953-5905 <b>E-mail:</b> rasoto@tusd.net	<b>Phone:</b> (209) 544-3706 <b>Fax:</b> (209) 953-5905 <b>E-mail:</b> ccarlfieldt@tusd.net

## Drug-Free Workplace

Certification regarding state and federal drug-free workplace requirements.

**Note:** Any entity, whether an agency or an individual, must complete, sign, and return this certification with its grant application to the California Department of Education.

Grantees Other Than Individuals

As required by Section 8355 of the *California Government Code* and the Drug-Free Workplace Act of 1988, and implemented at 34 *Code of Federal Regulations (CFR)* Part 85, Subpart F, for grantees, as defined at 34 *CFR* Part 85, Sections 85.605 and 85.610

- A. The applicant certifies that it will or will continue to provide a drug-free workplace by:
- a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition
  - b. Establishing an on-going drug-free awareness program to inform employees about:
    1. The dangers of drug abuse in the workplace
    2. The grantee's policy of maintaining a drug-free workplace
    3. Any available drug counseling, rehabilitation, and employee assistance programs
    4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace
  - c. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a)
  - d. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:
    1. Abide by the terms of the statement
    2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction
  - e. Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee. Notice shall include the identification number(s) of each affected grant.
  - f. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:
    1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
    2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency
  - g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

- B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (street address, city, county, state, zip code)

Central Elementary School  
1370 Parker Ave  
Tracy, San Joaquin, Ca. 95376

Check ☐ if there are workplaces on file that are not identified here.

Grantees Who Are Individuals

As required by Section 8355 of the *California Government Code* and the Drug-Free Workplace Act of 1988, and implemented at 34 *CFR* Part 85, Subpart F, for grantees, as defined at 34 *CFR* Part 85, Sections 85.605 and 85.610

- A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and
- B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction to every grant officer or designee, in writing, within 10 calendar days of the conviction. Notice shall include the identification number(s) of each affected grant. Notice shall include the identification number(s) of each affected grant.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

Name of Applicant: Tracy Unified School District

Name of Program: QEIA- Quality Education Investment Act

Printed Name and Title of Authorized Representative: Dr. James Franco, Superintendent

Signature: James Franco Date: 3 / 14 / 07

## Drug-Free Workplace

Certification regarding state and federal drug-free workplace requirements.

**Note:** Any entity, whether an agency or an individual, must complete, sign, and return this certification with its grant application to the California Department of Education.

Grantees Other Than Individuals

As required by Section 8355 of the *California Government Code* and the Drug-Free Workplace Act of 1988, and implemented at 34 *Code of Federal Regulations (CFR)* Part 85, Subpart F, for grantees, as defined at 34 *CFR* Part 85, Sections 85.605 and 85.610

- C. The applicant certifies that it will or will continue to provide a drug-free workplace by:
- a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition
  - b. Establishing an on-going drug-free awareness program to inform employees about:
    1. The dangers of drug abuse in the workplace
    2. The grantee's policy of maintaining a drug-free workplace
    3. Any available drug counseling, rehabilitation, and employee assistance programs
    4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace
  - c. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a)
  - d. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:
    1. Abide by the terms of the statement
    2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction
  - e. Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee. Notice shall include the identification number(s) of each affected grant.
  - f. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:
    1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
    2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency
  - g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

D. The grantee may insert in the space provided below the site(s) for the performance of work done in

connection with the specific grant:

Place of Performance (street address, city, county, state, zip code)

Delta Island Elementary School  
11022 W. Howard Rd.  
Stockton, San Joaquin, Ca. 95206

Check ☐ if there are workplaces on file that are not identified here.

Grantees Who Are Individuals

As required by Section 8355 of the *California Government Code* and the Drug-Free Workplace Act of 1988, and implemented at 34 *CFR* Part 85, Subpart F, for grantees, as defined at 34 *CFR* Part 85, Sections 85.605 and 85.610

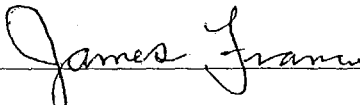
- C. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and
- D. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction to every grant officer or designee, in writing, within 10 calendar days of the conviction. Notice shall include the identification number(s) of each affected grant. Notice shall include the identification number(s) of each affected grant.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

Name of Applicant: Tracy Unified School District

Name of Program: QEIA- Quality Education Investment Act

Printed Name and Title of Authorized Representative: Dr. James Franco, Superintendent

Signature:  Date: 3-16-07



# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. James Franco, Superintendent  
**FROM:** ~~Dr.~~ Dr. Sheila Harrison, Assistant Superintendent Educational Services  
**DATE:** March 20, 2007  
**SUBJECT:** Approve Use of the 2006-07 Discretionary Block Grant Funds to Create a Wireless Environment on the West High Campus

**BACKGROUND:** The State has allocated one-time Discretionary Block Grant funding to be “used by school sites for any one time educational purpose including, but not limited to instructional materials, classroom and laboratory supplies and materials, school and classroom library materials, educational technology, deferred maintenance, one time expenditures designed to close the achievement gap or professional development.”

**RATIONALE:** The Grant states that “expenditures of these funds need to be directly correlated to improving student achievement.” To enhance our efforts to improve student achievement, our plan is to purchase 51 new computers and monitors for the library, software licenses, and 30 wireless access ports. The current warranty on our computers and monitors will expire at the end of the current school year. This supports Strategic Goal #2, Quality Learning Environment as well as Strategic Goal #3, State of the Art Technology.

**FUNDING:** The estimated amount needed to transform West High into a wireless environment is \$60,894.03. We have special pricing through ISET for these items which require that we enter into contract to purchase within 30 days.

**RECOMMENDATION:** Approve Use of the 2006-07 Discretionary Block Grant Funds to Create a Wireless Environment on the West High Campus

**PREPARED BY:** Herman Calad, Merrill F. West High School, Principal





# San Joaquin County Office of Education Information Technology

## Software Product Order Form

Effective  
November 3, 2006

### CUSTOMER INFORMATION

District: TVSD  
School Site/Dept: West High School  
Requester: Calad  
Ship To: WHS

Phone Number: 831-5430 Date: 3/16/7  
P.O. or Account #: \_\_\_\_\_

Computer Type (Circle one):

Mac OS ver. \_\_\_\_\_ Win OS ver. ✓

### ORDER INFORMATION

APPLICATION NAME	QTY.	JPA MEMBER	NON JPA MEMBERS	SOFTWARE COST (Column A)	QTY.	CD-ROM	CD-ROM COST (Column B)
<u>Macintosh</u>							
Office 2004	x	\$45.00	\$50.00.....	= \$	x	\$19.00	= \$
Word 2004	x	\$26.00	\$29.00.....	= \$	x	\$19.00	= \$
Excel 2004	x	\$26.00	\$29.00.....	= \$	x	\$19.00	= \$
PowerPoint 2004	x	\$26.00	\$29.00.....	= \$	x	\$19.00	= \$
Retrospect Remote Backup	x	\$0.00	N/A.....	= \$ 0.00	0	N/A	= \$ 0.00
Reflections	x	\$191.00	N/A.....	= \$	x	N/A	= \$
<u>Macintosh Or Windows</u>							
FileMaker Pro 8.5	x	\$76.00	\$84.00.....	= \$	x	\$19.00	= \$
Norton Anti-Virus	x	\$18.00	\$20.00.....	= \$	x	\$19.00	= \$
Adobe InDesign CS2	x	\$81.00	\$90.00.....	= \$	x	\$19.00	= \$
Adobe Photoshop CS2	x	\$121.00	\$134.00.....	= \$	x	\$19.00	= \$
Adobe Creative Suite CS2	x	\$181.00	\$200.00.....	= \$	x	\$19.00	= \$
Adobe Illustrator CS2	x	\$41.00	\$46.00.....	= \$	x	\$19.00	= \$
Adobe Acrobat Pro CS 8.0	x	\$41.00	\$46.00.....	= \$	x	\$19.00	= \$
<u>Windows</u>							
Office Plus Pro 2007	51 x	\$56.00	\$62.00.....	= \$ 2856	x	\$19.00	= \$
Publisher 2007	x	\$18.00	\$20.00.....	= \$	x	\$19.00	= \$
Word 2007	x	\$26.00	\$29.00.....	= \$	x	\$19.00	= \$
Excel 2007	x	\$26.00	\$29.00.....	= \$	x	\$19.00	= \$
Powerpoint 2007	x	\$26.00	\$29.00.....	= \$	x	\$19.00	= \$
SharePoint Designer 2007	x	\$39.00	\$43.00.....	= \$	x	\$19.00	= \$
Windows Vista upgrade	x	\$55.00	\$61.00.....	= \$	x	\$19.00	= \$
Reflections	x	\$206.00	N/A.....	= \$	x	N/A	= \$
	x			= \$	x		= \$
	x			= \$	x		= \$

### NO REFUNDS

Prices are subject to change

Total Column A \$ 2856-

Make checks payable to SJCOE-IT

JPA MEMBER DISTRICTS: Banta, Delta Island, Escalon, Holt, Jefferson, Lammersville, Lincoln, Linden, Manteca, New Hope, New Jerusalem, Oak View, Ripon, County Office, and Tracy

Total Column B \$ 0  
Total Column A \$ 2856  
Subtotal \$ \_\_\_\_\_  
Shipping \$ \_\_\_\_\_  
Grand Total \$ 2856

### OFFICE USE ONLY

DOIT Staff Initials: \_\_\_\_\_ Date Filled: \_\_\_\_\_ Invoice #: 112 Date Billed: \_\_\_\_\_ Method of Payment: \_\_\_\_\_

# SolidNetworks

## Network and Systems Consulting

### Price Quote

DATE	EXPIRES
3/15/2007	

#### PURCHASE ORDER INFO.

Solid Networks, Inc.  
5809 Stoddard Road, Suite #121  
Modesto, CA 95356

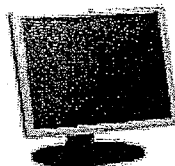
ATTN: Bill Langston  
Fax: (800) 851-6226  
Voice: (209) 338-1400

QTY	ITEM	DESCRIPTION	TERMS	FOB
			Net 30	Destination
			UNIT PRICE	TOTAL
30	AIR-AP1131AG-A-K9	<del>Wireless Access Points</del> Cisco Aironet 1131 802.11AG IOS AP w/integrated antenna	461.34	13,840.20
30	CON-SNT-AP1131SK	SmartNet 8x5xNBD AP1131SK	47.60	1,428.00
<i>*Price subject to change</i>				
PLEASE MAKE PURCHASE ORDER PAYABLE TO: <b>Solid Networks, Inc.</b> 5809 Stoddard Road, Suite #121 Modesto, CA 95356				
PLEASE SHIP AND DELIVER FOR SETUP AND CONFIGURATION TO: <b>Tracy Unified School District</b> <b>ISSET Department</b> 1945 West Lowell Avenue Tracy, CA 95376				
Subtotal				15,268.20
CA Sales Tax			7.75%	1,072.62
Total				16,340.82



2151 Salvio Street, Suite 260  
Concord, CA 94520  
(800) 597-0757 - Fax: (800) 394-7116

PURCHASE ORDER INFO.  
DecoTech Systems, Inc  
2151 Salvio Street, Suite 260  
Concord, CA 94520



ATTN: Lisa Joubert  
Fax: (800) 394-7116  
Voice: (800) 597-0757 ext 730  
E-mail: LisaJ@decotech.com  
Desktop Computer Website: (choose Online Store)  
<http://hp.decotech.com>  
Websites: <http://h18004.www1.hp.com/products/monitors/>

# Price Quote

DATE	EXPIRES
3/1/07	3/30/2007

QTY	ITEM	DESCRIPTION	TERMS	FOB
			Net 30	Destination
			UNIT PRICE	TOTAL
		***Monitors Options***		
		HP TFT Monitors - Ordered through DecoTech		
	PX848A8#ABA	HP TFT L1506 15" Flat Panel Monitor: Analog, landscape view	174.00	0.00
45	PX849A8#ABA	HP TFT L1706 17" Flat Panel Monitor	185.00	8,325.00
0	PL766A8#ABA	HP TFT L1740 17" Flat Panel Monitor: Dual Mode Digital, rotating screen for portrait or landscape view; *	223.00	0.00
0	EM869A8#ABA	HP L1940T 19" TFT Flat Panel Monitor *	270.00	0.00
0	EF227A8#ABA	HP LP2065 20" TFT Flat Panel Monitor	445.00	0.00
		<i>*Price subject to change</i>		
		PLEASE MAKE PURCHASE ORDER PAYABLE TO: <b>DecoTech Systems, Inc.</b>		
		**Orders less than \$250.00 will incur a \$15.00 Shipping Fee**		
		California SB20/50 Recycling Fee (Required for all monitors)		
45	SB20/50	SB20/50 Fee	8.00	360.00
		Subtotal		8,685.00
		CA Sales Tax	7.75%	645.19
		<b>Total</b>		<b>9,330.19</b>



**invent**

**PURCHASE ORDER INFO.**

Supplier  
Hewlett-Packard Company  
PO Box 277205  
Atlanta, GA 30384-7205  
Contract: WSCA II - A63309  
Influence ID: 0385360001

ATTN: Lisa Joubert  
Fax: (800) 394-7116  
Voice: (800) 597-0757 ext 730  
E-mail: LisaJ@decotech.com

Desktop Computer Website: (choose Online Store)

<http://hp.decotech.com>

Websites:



**Price Quote**

DATE	EXPIRES
3/1/2007	3/30/2007

QTY	ITEM	DESCRIPTION	TERMS	FOB
			Net 30	Destination
			UNIT PRICE	TOTAL
		<b>PROMOTIONAL WHILE SUPPLIES LAST : 3/30/2007</b>		
51	GB529US#ABA	HP Compaq DC5700 SFF Intel Core 2 Duo E6300 (1.8Ghz) 80GB HD / 1GB RAM / WinXP Pro / CDRW-DVD / PS-2 Optical Scroll Mouse / 1.44MB Floppy Integrated Graphics / Gigabit NIC / 2-Front USB 2.0 Ports Includes 3 Year On-Site Warranty	589.00	\$30,039.00
0	EW290AV	hp Compaq DC5700 SFF Pentium IV 3.2Ghz 80GB HD / 1GB RAM / WinX Ppro / CDRW-DVD / PS-2Optical Scroll Mouse / Integrated Graphics /Gigabit NIC / 2-Front USB 2.0 Port Includes 3 Year On-Site Warranty  NOTE Tower computer configuration is also available - contact ISET for pricing	811.00	\$0.00
		<b>OPTIONS</b>		
0	PX975AA	hp Compaq 512MB PC2-5300 DDR2-667 DIMM Memory (upgrade PC to 1.5GB total)	92.00	\$0.00
0	PX976AA	hp Compaq 1GB PC2-5300 DDR2-667 DIMM Memory (upgrade PC to 2GB total)	182.00	\$0.00
0	AH048AA	hp Compaq HP SATA DVD+-RW LightScribe Drive (replaces Floppy drive)	139.00	\$0.00
		PLEASE MAKE PURCHASE ORDER PAYABLE TO: <b>Hewlett Packard Corp</b>		
		Sub-Total		30,039.00
		CA Sales Tax	7.75%	2,328.02
		Shipping		No charge
		<b>Total</b>		<b>\$32,367.02</b>



# HUMAN RESOURCES MEMORANDUM

**TO:** James Franco, Superintendent  
**FROM:** James Mousalimas, Asst. Supt., Human Resources *JM*  
**DATE:** March 15, 2007  
**SUBJ:** Approve the YRE and Traditional Classified and Certificated Calendars for the 2007-08 School Year

**BACKGROUND:**

The attached calendars for 2007-08 have been prepared by the administration and reviewed by the TEA and CSEA bargaining units.

**RECOMMENDATION:**

Approve the YRE and Traditional Classified and Certificated Calendars for the 2007-08 School Year.

**PREPARED BY:** James Mousalimas

**North School**  
2875 Holly Drive  
Mr. Fred Medina  
Principal  
831-5272

## 2007-2008 YEAR-ROUND EDUCATION SCHOOL CALENDAR

**SEPTEMBER**[illegible]

DECEMBER

[illegible]

**MARCH**

[illegible]

**JUNE**

[illegible]

39	39	44	61
174	174	174	174

# Calendar Committee Recommendation

2007-2008

# FINAL DRAFT

July 2007						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

August 2007						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

September 2007						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

October 2007						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

November 2007						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

December 2007						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

January 2008						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

February 2008						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	

March 2008						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

April 2008						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

May 2008						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

June 2008						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

Staff Development Buy-Back Day

Parent Conference Day

First & Last Days of school with students

Staff Development Day

Holidays

End of Quarter M.S./H.S.

Total Days 180

STAR - Testing Window

End of Trimester K-5/K-8

180 student days

End of Trimester K-5/K-8

183 Staff Days: 2 Pre-Service Days & 1 Parent Conference Day

Revised 3/6/07

1st 2nd 3rd 4th  
43 43 41 53 180

**TUSD - TRADITIONAL CERTIFICATED CALENDAR FOR 2007-08**

Traditional FIRST YEAR Teachers: Contract year starts 8/3/07 (TTIP 7/30, 7/31, 8/1, 8/2, 8/3, & 8/6/07)

Traditional SECOND YEAR AND BEYOND Teachers: Contract year starts Thursday, 8/9/07

School Starts of STUDENTS (Traditional Track) on Monday, 8/13/07

Month	Dates	Instr Days	Work Days Yr 1	Work Days 2nd year >	TTIP Extra Pay	Staff Devel Days	Miscellaneous Information
July-Aug	30-3	0	1	0	4 Yr-1		TTIP Yr 1 Tchrs – 7/30-8/3; Fri. 8/3 <b>Contract Day Yr 1</b>
Aug	6-10	0	3	2		1*	TTIP Yr 1 Tchrs – Aug 6 is a <b>Contract Day Yr 1</b> ; <i>Wed 8/8, AB1193 Staff Dev Day – Paid Voluntary*</i> Thur, 8/9 Dist Staff Dev Day; Fri. 8/10 Site Based Planning & Prep; Required ALL Teachers
Aug	13-17	5	5	5			Mon, Aug 13, 1 <sup>st</sup> Day of Classes
Aug	20-24	5	5	5			
Aug-Sept	27-31	5	5	5			Mon, Aug. 27, Dist. Welcome Back Program
Sept	3-7	4	4	4			Mon, Sept 3, Labor Day
Sept	10-14	5	5	5			
Sept	17-21	5	5	5			
Sept	24-28	4	4	4		1*	<i>Fri 9/28, AB1193 Staff Dev Day – Paid/Voluntary*</i>
Oct	1-5	5	5	5			
Oct	8-12	5	5	5			<b>43 Days in 1<sup>st</sup> Quarter; Fri, Oct 12 – Min Day 6-12 Oct 22th, End of 1st Trimester (53 Days) K-5 Min Day</b>
Oct	15-19	5	5	5			
Oct	22-26	5	5	5			
Oct-Nov	29-2	4	5	5			Mon. 10/29 Parent Conferences
Nov	5-9	5	5	5			
Nov	12-16	4	4	4			Mon, 11/12 Veteran's Day
Nov	19-23	0	0	0			Mon-Wed, Nov 19-21, Board Designated Non work dayS - Th-Fri, Nov 22-23 Thanksgiving Break
Nov	26-30	5	5	5			
Dec	3-7	5	5	5			
Dec	10-14	5	5	5			
Dec	17-21	5	5	5			<b>43 Days in 2<sup>nd</sup> Quarter; Min Day 6-12</b>
Dec	24-28	0	0	0			Winter Break Dec 24 <sup>th</sup> thru Jan. 4 <sup>th</sup>
Dec-Jan	31-4	0	0	0			Winter Break Dec 24 <sup>th</sup> thru Jan. 4 <sup>th</sup>
Jan	7-11	5	5	5			
Jan	14-18	5	5	5			
Jan	21-25	4	4	4			Mon, Jan 21 <sup>st</sup> , ML King's Day
Jan-Feb	28-1	4	4	4		1*	<i>Wed, 1/30, AB 1193 Staff Dev Day – Paid/Voluntary *</i>
Feb	4-8	5	5	5			
Feb	11-15	4	4	4			Mon, Feb 11 <sup>th</sup> , Lincoln's Day <b>Feb 15 End of 2<sup>nd</sup> Trimester (70 Days) K-5 Min Day</b>
Feb	18-22	4	4	4			Mon Feb 18 <sup>th</sup> , President's Day
Feb	25-29	5	5	5			
Mar	3-7	5	5	5			<b>41 Days in 3rd Quarter; Fri Mar 7 Min Day 6-12</b>
Mar	10-14	5	5	5			
Mar	17-21	4	4	4			March 21 <sup>st</sup> , Board designated non-work day
Mar	24-28	0	0	0			Spring Break March 24 thru 28
Mar-Apr	31-4	5	5	5			
Apr	7-11	5	5	5			
Apr	14-18	5	5	5			
Apr	21-25	5	5	5			
Apr-May	28-2	5	5	5			
May	5-9	5	5	5			
May	12-16	5	5	5			May 12 <sup>th</sup> – Awards Recognition
May	19-23	5	5	5			Friday, May 23 <sup>rd</sup> Min Day K-8
May	26-30	4	4	4			Mon, May 26th Mem. Day; 53 days in 4 <sup>th</sup> Qtr. Fri, May 30 <sup>th</sup> Last Day of School & End of 3 <sup>rd</sup> Trimester (67 days) & <b>K-12 Min Day</b>

\*These Staff Development Days (Buy-Back Days) are contingent on State Funding

Instructional Days: 180 days; Work Days: 185+4 (1st Year Teachers) & 183 (2nd Year & Beyond Teachers)

Adopted by TUSD Board of Trustees:



Tracy Unified School District  
TRADITIONAL Classified Calendar for 2007-2008

Month	Dates	Work Days 12-Mo	Work Days 10-Mo	Holidays
July	2-6	4		Tuesday, July 4 Independence Day Holiday
July	9-13	5		
July	16-20	5		
July	23-27	5		
July-Aug	30-3	5		
Aug	6-10	5	1	Fri. Aug. 10 1 <sup>st</sup> day for 10-month traditional staff;
Aug	13-17	5	5	Mon, Aug 13, 1 <sup>st</sup> Day of School
Aug	20-24	5	5	
Aug	27-31	5	5	Mon, Aug. 27, Dist. Welcome Back Program – 2pm
Sept	3-7	4	4	Mon, Sept 3, Labor Day
Sept	10-14	5	5	
Sept	17-21	5	5	
Sept	24-28	5	4	<i>Fri 9/28, Non Work Day for 10-month employees (no pay)</i>
Oct	1-5	5	5	
Oct	8-12	5	5	
Oct	15-19	5	5	
Oct	22-26	5	5	
Oct-Nov	29-2	5	4	<i>Mon 10/29 Non Work Day for 10-mo. Employees (no pay)</i>
Nov	5-9	5	5	
Nov	12-16	4	4	Mon, 11/12 Veteran's Day
Nov	19-23	3	0	<i>Nov 19-21, Non Work Day for 10-mo. Employees (no pay)</i> Th-Fri, Nov 23-24 Thanksgiving Break
Nov	26-30	5	5	
Dec	3-7	5	5	
Dec	10-14	5	5	
Dec	17-21	5	5	
Dec	24-28	3	0	Win.Break Dec. 24 thru Jan 4 for 10-mo. Employees; Mon-Tue, Dec 24- 25 Winter Holiday
Dec- Jan	31-4	4	0	Win.Break Dec. 24 thru Jan 4for 10-mo. Employees; Tue., January 1 <sup>st</sup> , New Years Day Holiday
Jan	7-11	5	5	
Jan	14-18	5	5	
Jan	21-25	4	4	Mon, Jan 21st, ML King's Day
Jan-Feb	28-1	5	4	<i>Wed, 1/30, Non Work Day for 10-mo. Employees (no pay)</i>
Feb	4-8	5	5	
Feb	11-15	4	4	Mon, Feb 11 <sup>th</sup> , Lincoln's Day
Feb	18-22	4	4	Mon Feb 18 <sup>th</sup> , President's Day;
Feb	25-29	5	5	
Mar	3-7	5	5	
Mar	10-14	5	5	
Mar	17-21	4	4	March 21st, Sprint Recess Day
Mar	24-28	4	0	Spring Break March 24 thru 28 - 10-mo. Employees; March 24 Spring Recess Day
Mar- Apr	31-4	5	5	
Apr	7-11	5	5	
Apr	14-18	5	5	
Apr	21-25	5	5	
Apr- May	28-2	5	5	
May	5-9	5	5	
May	12-16	5	5	May 12 – Awards Recognition
May	19-23	5	5	
May	26-30	4	4	Mon, May 26th Memorial Day; May 30th Last Day of School
June	2-6	5	0	
June	9-13	5	0	
June	16-20	5	0	
June	23-27	5	0	
June	30	1	0	TOTAL Work Days 247 (12-mo); 181 Work Days (10-mo)



# EDUCATIONAL SERVICES MEMORANDUM

To: Dr. Jim Franco, Superintendent  
From: ~~XX~~ Dr. Sheila Harrison, Assistant Superintendent of Educational Services  
Date: March 14, 2007  
Re: Approve Revised Job Description for the Associate Principal in Charge of I.G.C.G. and West High School Annex

**Background:** Previously due to budget cuts, the position of Director of the Institute of Global Commerce and Government was "frozen". In order to provide leadership at the I.G.C.G. during the past four years, the Director of Staff Development assumed the duties of the Director of the I.G.C.G. in addition to continuing as the Director of Staff Development. When the IGCG counselor retired, an assistant principal was assigned to the I.G.C.G. Next year, the I.G.C.G. campus will house approximately 235 students in the I.G.C.G. program, 190 students in the new Freshman Academic Learning Community and approximately 15 students in the Success program for a total of approximately 440 students.

**Rationale:** A new administrative structure is being implemented at the I.G.C.G. and West High School Annex for the 2007/08 school year. This includes eliminating the current Assistant Principal position and replacing it with an Associate Principal who will be in charge of all programs at the I.G.C.G. campus and West High School Annex. In addition, a full time counselor will be implemented, paid from new state funds for counselors. This change will provide continued leadership and supervision for the I.G.C.G. campus and West High School Annex where the Associate Principal will be responsible for the entire I.G.C.G. campus and all of the programs at that site. In addition, this restructuring will enable the Director of Staff Development to return to full time next school year in the staff development 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 the Associate Principal in Charge of I.G.C.G. and West High School Annex.

**Funding:** The position of Director of the Institute of Global Commerce and Government was for 220 days and old range 34. The new position of Associate Principal will be for 215 days and new range 49. This position will be an additional cost of \$2600.00 per year paid from the unrestricted general fund.

**Recommendation:** Approve Revised Job Description for the Associate Principal in Charge of I.G.C.G. and West High School Annex

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

## **TRACY UNIFIED SCHOOL DISTRICT JOB DESCRIPTION**

**POSITION:** Associate Principal in Charge of I.G.C.G. and West High School Annex

**DEPARTMENT:** Institute of Global Commerce and Government – West High School

**POSITION SUMMARY:** The Associate Principal in Charge of I.G.C.G. and West High School Annex, under the direction of the Principal of West High School, provides leadership and direction to staff and students on the I.G.C.G. campus and West High School Annex.

### **ESSENTIAL FUNCTIONS:**

1. Provides leadership to the I.G.C.G. and West High School Annex staff in determining objectives and identifying needs as a basis for developing long and short term plans.
2. Interprets and implements the District-approved curriculum program.
3. Provides general supervision of the instructional program.
4. Establishes an effective administrative organization with clear lines of responsibility and with the necessary delegation of authority.
5. Identifies, provides, assigns and coordinates in-service growth opportunities for teaching personnel.
6. Supervises and evaluates the performance of all assigned personnel at the I.G.C.G. campus and West High School Annex in accordance with the District's adopted uniform guidelines for evaluation and assessment, recommends appropriate action in cases of sub-standard performance, and identifies and encourages individual teachers with leadership potential.
7. Assigns all pupils in such a way as to encourage their optimum growth.
8. Supervises and works with security personnel to maintain a safe and orderly campus.
9. Makes periodic appraisals of pupil progress, analyzes the data, disseminates the information, consults with all interested parties and initiates appropriate strategies for improvement.
10. Develops school plans and organizational procedures for health, safety, discipline and conduct of students as established in District procedures.
11. Manages discipline and attendance for all students on the I.G.C.G. campus and West High School Annex.
12. Plans, directs and supervises the business operations of the I.G.C.G. and the West High School Annex.
13. Maintains a public relations program and promotes the activities of the parents and community groups.
14. Plans for the effective use of curriculum materials, instructional supplies, equipment, buildings and school grounds.

**POSITION:**        **Associate Principal in Charge of I.G.C.G. and West High School Annex**

- 15. Handles all complaints affecting the I.G.C.G., Freshmen Academic Learning Community, and the West High School Annex and refers to the immediate supervisor when appropriate.**
16. Establishes business and community partnerships that enhance student learning and promote the goals and objectives of the program.
- 17. Coordinates the I.G.C.G. Physical Education program and ensures that students are earning credits appropriately.**
18. Works collaboratively with West High School site administration to coordinate activities and implement programs.
19. Leads and facilitates planning teams of staff, community and business leaders to develop an effective educational program.
20. Seeks funds and grants to support the program.
21. Provides leadership to develop an environment that builds on the strengths of staff and maximizes teamwork.
- 22. Administers and supervises co-curricular, extra-curricular and school to career activities for the I.G.C.G., West High School Annex and for West High School.**
23. Maintains regular and prompt attendance in the workplace.
- 24. Performs other related duties as assigned.**

**EDUCATION AND EXPERIENCE:**

Ability to provide and to carry out oral and written directions, to read, write and speak at a level sufficient to fulfill the duties to be performed. A valid administration certificate of the same grade as the Institute and a teaching credential of the same level is required. Master's Degree is desired.

**SKILLS AND QUALIFICATIONS:**

1. Knowledge of age and subject curriculum.
2. Knowledge of intermediate computer skills.
3. Ability to provide strong instructional leadership.
4. Knowledge and understanding of effective instructional strategies.
5. Strong interpersonal skills.
6. Ability to maintain cooperative working relationships with those contacted in the course of work.

**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.

**POSITION: Associate Principal in Charge of I.G.C.G. and West High School Annex**

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.

**WORK ENVIRONMENT:**

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

**SALARY: Leadership/Management Team Salary Schedule Range 49**

**DAYS OF SERVICE: 215**

Board approved: TUSD 6/25/02

Board revised: TUSD 3/xx/07



# HUMAN RESOURCES MEMORANDUM

**TO:** Dr. James Franco, Superintendent  
**FROM:** James Mousalimas, Assistant Superintendent of Human Resources  
**DATE:** March 19, 2007  
**SUBJECT:** Approve the Tentative Agreement between the Tracy Educators Association and the Tracy Unified School District for the 2006-2007, 2007-2008, and 2008-2009 School Years

**BACKGROUND:** The current three-year contract between the Tracy Educators Association and the Tracy Unified School District expired on June 30, 2006. The Tracy Educators Association (TEA) Negotiating Team and the District (TUSD) Negotiating Team have agreed to a tentative agreement settlement between TEA and TUSD for the 2006-2007, 2007-2008, and 2008-2009 school years. (Please see attached documentation.)

The teachers have ratified this agreement and its contents will be presented to the Board of Trustees at the meeting.

In addition, to remain in compliance with AB 1200 and Government Codes 3547.5 and 3540.2. (d), Salary Settlement Agreement forms are attached for public disclosure.

This agenda item meets Strategic Goal #7, Educational Leadership.

**RECOMMENDATION:** Approve the Tentative Agreement between the Tracy Educators Association and the Tracy Unified School District for the 2006-2007, 2007-2008, and 2008-2009 School Years

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



# HUMAN RESOURCES MEMORANDUM

**To:** Jim Franco, Superintendent  
**From:** James Mousalimas, Assistant Superintendent for Human Resources *JM*  
**Date:** March 19, 2007  
**Subject:** Approve Participation in the San Joaquin County Office of Education Teacher Apprentice Program

**BACKGROUND:** With the implementation of the NCLB Highly Qualified Teachers requirements, the shortage of mathematics teachers in San Joaquin County, the state of California, and the nation has increased. Teachers of mathematics in grades 7-12 must now hold a single subject credential in mathematics and meet all requirements to become "highly qualified" under NCLB. In order to ensure that Tracy Unified can hire qualified mathematics teachers in the coming years, the District is considering a mathematics teacher apprentice program offered through the San Joaquin County Office of Education.

**RATIONALE:** The Teacher Apprentice Program (TAP) will recruit current Tracy High School juniors who are strong in math and have an interest in becoming teachers. The TAP students will commit to using an elective period during their senior year to work as an apprentice with a skilled math teacher. Upon graduation from Tracy High, these students will enroll in Delta College, enter the IMPACT Paraprofessional Teacher Training Program (PTTP) and be employed as 2-hour math paraprofessionals with Tracy Unified. The IMPACT Paraprofessional Teacher Training Program will provide these students with full tuition during their four years at Delta College and UOP. After completing a B.S. in Mathematics, the TAP students will enter the Project IMPACT Teacher Intern Program at the San Joaquin County Office of Education and be hired as math teachers with Tracy Unified. The State of California requires one year of teaching for each year of financial support from PTTP. The commitment to teaching for TAP graduates will be 6 years.

**FUNDING:** The TAP program is expected to cost \$163,600 over a 5-year period. These funds will be budgeted into the Unrestricted General Fund. The program will cost approximately \$3600 in 2007-08 for the teacher apprentices. From 2008-09 through 2011-12, there will be an approximate annual cost of \$40,000 for six, 2-hour paraprofessionals.

**RECOMMENDATIONS:** Approve Participation in the San Joaquin County Office of Education Teacher Apprentice Program

**Prepared by:** James Mousalimas, Assistant Superintendent for Human Resources



SEPARATE COVER ITEM

14.3.3

TEA AGREEMENT  
MARCH 27, 2007

## Negotiation Sequence of Articles

TA'd	ARTICLES/STEPS
04/25/06	Article XXXIV - Completion of Meet and Negotiate Process
04/25/06	Article V - Non-Discrimination
05/18/06	Article XXIX - Personal Necessity Leave
09/20/06	Article XXVI - Maternity Leave
10/04/06	Article XXII - Bereavement Leave
11/29/06	Appendix F - Stipends
11/29/06	Article XIII - Salaries (Compensation)
01/24/07	Appendix E - <del>Summer School</del> Supplemental Instruction
01/24/07	Article XLII - Teachers on Special Assignment
01/30/07	Article XXXVIII - Multi-Track Year Round Education (MTYRE)
01/30/07	Article XXXI - Sick Leave
01/30/07	Article XIII - Salaries (Compensation)
02/28/07	Article VII - Duties
02/28/07	Article VI - Hours
02/28/07	Duration of and Procedure for Modifying this Agreement

## TENTATIVE AGREEMENT


April 25, 2006

The Tracy Educators Association (hereafter "TEA") and the Tracy Unified School District (hereafter "District") do hereby agree to a tentative agreement to close the following articles in the Master Agreement with no changes to the existing language:

### ARTICLE XXXIV COMPLETION OF MEET AND NEGOTIATE PROCESS

- A. Except as otherwise expressly provided in this agreement, during the term of this agreement, the District and the Association expressly waive and relinquish the right to meet and negotiate and agree that they shall not be obligated to meet and negotiate with respect to any subject matter whether referred to or covered in this contract or not, even though such subject matter may not have been within the knowledge or contemplation of either the District or the Association at the time they met and negotiated and executed this Agreement. Any meet and negotiate session to amend, modify or change this Agreement shall take place as contained in ~~XXX~~ XXXII: Duration and Procedure for Modifying this Agreement.
- B. Improvements in employment benefits affecting unit members which are brought about by the amendment or addition of statutory guarantees now provided in California or federal law shall be incorporated in this Agreement. The term "employment benefits" shall not be interpreted to include any expansion of the scope of representation.

Tentatively agreed to this 25th day of April, 2006, in Tracy California.

  
James Mousalimas, Asst. Supt. for  
Human Resources

  
Nellie Baretta,  
TEA Representative

## TENTATIVE AGREEMENT

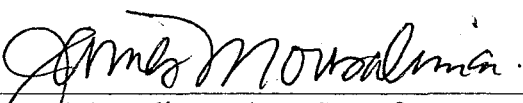
April 25, 2006

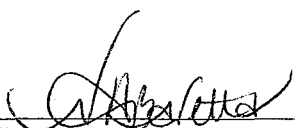
The Tracy Educators Association (hereafter "TEA") and the Tracy Unified School District (hereafter "District") do hereby agree to a tentative agreement to change the language in the following article in the Master Agreement:

### ARTICLE V NON-DISCRIMINATION

- A. The District and the Association shall not unlawfully discriminate or tolerate the harassment of unit members on the basis of their **actual or perceived** sex, race, color, religious creed, national origin, ancestry, age, marital status, pregnancy, physical or mental disability, medical condition, military service or lack thereof, political affiliation, domicile, or ~~perceived~~ sexual orientation.
- B. The District and Association shall not discriminate against unit members in the discharge of their rights as a member of an employee organization and participation or non-participation in lawful activities of an employee organization.
- C. Application forms and oral interview procedures shall not refer to membership in or references to employee organizations.

Tentatively agreed to this 25th day of April, 2006, in Tracy California.

  
James Mousalimas, Asst. Supt. for  
Human Resources

  
Nellie Baretta,  
TEA Representative

## TENTATIVE AGREEMENT

May 18, 2006

The Tracy Educators Association (hereafter "TEA") and the Tracy Unified School District (hereafter "District") do hereby agree to a tentative agreement to change the language in the following article in the Master Agreement:

### ARTICLE XXIX PERSONAL NECESSITY LEAVE

- A. Leave pursuant to Section A of Article XXXI of this agreement may be used in cases of personal necessity. Unit members may use ~~eleven (11)~~ **ten (10)** days of sick leave for the purpose of personal necessity. The unit member shall give a reason each time personal necessity is utilized and provide the District with at least seventy-two (72) hours notification whenever possible. Emergencies may exist for the stated reasons one (1) or two (2) below that prevent the unit member from obtaining prior permission from the District. In each instance of an emergency the unit member need not secure the advance permission for the use of personal necessity. Unit members will make every effort possible to notify the District as far in advance as practicable whenever an emergency situation arises.

Unit members may use ~~one (1)~~ **two (2)** days of personal necessity leave for urgent and compelling reasons. ~~The unit member is required to provide advance notification with a stated reason of "urgent and compelling reasons of personal business."~~ When a unit member has accumulated 70 days of sick leave (**as of July 1<sup>st</sup> of the current school year**), the unit member will be allowed one additional urgent and compelling necessity leave day for a total of 3 days out of the ten (10) PNL days. The unit member is required to provide advance notification with a stated reason of "urgent and compelling reasons of personal business."

The remaining ~~ten (10)~~ days of personal necessity must have a stated reason from the approved list below or be specifically approved by the ~~Associate~~ **Assistant** Superintendent for Human Resources. The unit member shall not be required to secure advance permission to use such leave for any of the following reasons:

~~The Tracy Unified School District and the Tracy Educators Association agree that for the 2004-2005 school year, the number of PNL days will decrease from 11 to 10 days. Unit members may use two of the ten (10) PNL days for urgent and compelling reasons.~~

1. Death or serious illness of a member of his/her immediate family.
2. Accident, involving his/her person or property or the person or property of a member of his/her immediate family.

3. Religious observances for recognized and established holy days.
4. Legal meetings or appearances with an attorney and/or appearance in a court of law except when such appearance is for reasons brought about through the connivance or misconduct of the unit member.
5. Urgent personal family business which necessitates the unit member's immediate attention during normal business working hours.
6. Attendance at a funeral of a close personal friend. The District reserves the right to require the unit member to provide verification of the funeral before or after the actual date of the funeral.

B. In all other cases the unit member must secure the advance permission of the **Associate Assistant** Superintendent for Human Resources prior to using such leave for reasons of personal necessity. Whenever a unit member desires to use such leave for other reasons not set forth in (1), (2), (3), (4), (5) and (6) above, he/she shall first submit a written request for a personal necessity leave to his/her principal or immediate supervisor. The principal or immediate supervisor shall, upon receipt or as soon thereafter as is reasonably practicable, acknowledge such request, make a recommendation thereon that such leave either be granted or denied, and forward such request to the **Associate Assistant** Superintendent for Human Resources.

Permission for such leaves will normally not be granted for appearances in a court of law or before an official governmental body or tribunal for reasons brought through the connivance or misconduct of the unit member. In cases where permission for such absences is granted for appearances in a court of law or before an official governmental body or tribunal, the unit member shall either at the time of submitting his/her request or immediately upon his/her return to work, provide the District with evidence from such court, body or tribunal showing the reason for his/her attendance at such proceeding.

C. In the event a unit member has exhausted his/her ~~eleven (11)~~ **ten (10)** days of personal necessity he/she may request permission from the District to use additional sick days for the limited purpose of:

1. Death or serious illness of a member of his/her immediate family.
2. Accident involving his/her person or property or the person or property of a member of his/her immediate family.

When the need for additional days is an emergency, less than twenty-four (24) hours notice, the unit member need only to notify the District for the use of an additional day. The District reserves the right to revoke any use of personal

necessity reported as an emergency beyond the ~~eleven (11)~~ **ten (10)** day limitation whenever the District has reason to believe the unit member is abusing the emergency provision.

All additional days of personal necessity, with the exception of emergencies, must have the advance permission of the ~~Associate~~ **Assistant** Superintendent for Human Resources and all such days, including emergencies, will be deducted from sick leave.

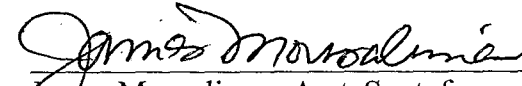
D. Personal necessity leave shall not be deducted from a unit member's sick leave in the following situations:

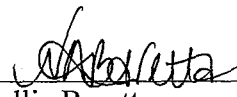
1. Where personal necessity leave is taken by a unit member to testify in court on behalf of the District; or
2. Where personal necessity leave is taken by a unit member to testify in a child abuse proceeding on behalf of the child.

E. The following are not to be considered reasons for personal necessity leave:

1. Vacation or recreation
2. Seeking other employment
3. Extension of a school holiday
4. Political activities or demonstrations
5. Conferences and workshops
6. Restrictions identified in the Concerted Activities Article in the Master Agreement

Tentatively agreed to this 18th day of May, 2006, in Tracy, California.

  
James Mousalimas, Asst. Supt. for  
Human Resources

  
Nellie Baretta,  
TEA Representative

## TENTATIVE AGREEMENT

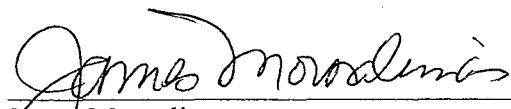
September 20, 2006


The Tracy Educators Association (hereafter "TEA") and the Tracy Unified School District (hereafter "District") do hereby agree to a tentative agreement to the following changes in the Master Agreement:

### ARTICLE XXVI MATERNITY LEAVE

- A. Any female unit member shall be entitled to utilize available sick leave when required to be absent from duty because of pregnancy, miscarriage, childbirth, and recovery therefrom. The length of the leave of absence including the date on which the leave commences and the date on which the unit member resumes duties, shall be determined by the unit member and the unit member's physician.
- B. Unit members on leaves of absence for disabilities caused or contributed to by pregnancy, miscarriage, or childbirth shall be entitled to leave with pay in addition to that provided under Article XXIX, Section A (5) only if such additional paid leave is necessary to ensure that maternity-related leaves are treated in the same manner as leaves for illness, injury, or disability.
- C. The unit member shall notify the ~~Associate~~ **Assistant** Superintendent for Human Resources of the projected date on which the leave is expected to commence and the probable date on which the unit member shall resume her duties, such notice to be given not less than thirty (30) days prior to the expected commencement date of such leave. The ~~Associate~~ **Assistant** Superintendent for Human Resources shall waive such notice upon receipt of a request from the unit member's physician stating that such leave must commence for medical reasons less than thirty (30) days from the date of notice.
- D. A unit member may take additional leave without pay and will continue all fringe benefit coverage as provided in Section G of Article XX.
- E. **Unit members who have been granted Family Medical Leave may use Personal Necessity Leave, if available, during the time of the FMLA leave, as described in Article XXIX.**
- E.
- F. A pregnant unit member not intending to return to employment in the District after childbirth should submit a resignation. It is the intent of this Article to provide maternity leave to unit members intending to return to duty with the District.

Tentatively agreed to this 20th day of September, 2006 in Tracy, California.

  
James Mousalimas,  
Asst. Supt. for Human Resources

  
Nellie Baretta,  
TEA Representative



# TENTATIVE AGREEMENT

October 4, 2006

The Tracy Educators Association (hereafter "TEA") and the Tracy Unified School District (hereafter "District") do hereby agree to a tentative agreement to change the language in the following article in the Master Agreement:

## ARTICLE XXII BEREAVEMENT LEAVE

A. An unit member shall be eligible for a temporary leave of absence of **up to three (3) days** for the death of any member of his/her immediate family without loss of pay or deduction from other leave benefits found in this Agreement. ~~This leave shall not exceed three (3) days, unless round trip travel in the amount of more than 500 miles is required, in which case the leave shall not exceed five (5) days.~~ **If the unit member travels more than 500 miles round trip to attend a funeral or memorial service, or to settle the estate of the deceased, the unit member will be granted, upon request, leave of up to two (2) additional scheduled work days.** Bereavement leave days must be initiated within seven (7) days of the death.

B. ~~For purposes of bereavement leave, "immediate family" is defined:~~

- ~~1. Mother, father, grandmother, grandfather, grandchild, aunt, uncle, brother-in-law, sister-in-law, niece or nephew of the unit member or the unit member's spouse.~~
- ~~2. Spouse, son, son-in-law, daughter, daughter-in-law, brother, or sister of the unit member.~~
- ~~3. Any relative living in the immediate household of the unit member.~~

**Members of the immediate family, as used in this agreement, are defined as:**


- the mother, father, step father, step mother,
- step children, step grandparents, step brother, step sister,
- grandmother, grandfather, grandchild,
- brother, sister, son, daughter,
- brother-in-law, sister-in-law, son-in-law, daughter-in-law,
- aunt, uncle, niece or nephew

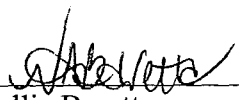
**of the employee or the spouse of the employee,**

**OR**

- spouse or registered domestic partner of the employee
- any relative living in the immediate household of the employee.

Tentatively agreed to this 4th day of October, 2006, in Tracy California.

  
James Mousalimas, Asst. Supt. for  
Human Resources

  
Nellie Baretta,  
TEA Representative

## TENTATIVE AGREEMENT

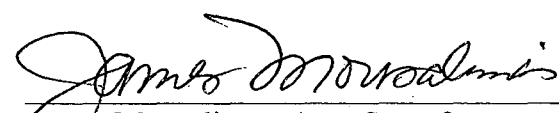
November 29, 2006

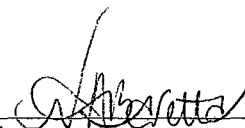
### APPENDIX F Stipends

The Tracy Educators Association (hereafter "TEA") and the Tracy Unified School District (hereafter "District") do hereby agree to a tentative agreement to the following addition in the Master Agreement:

Assistant Pep Squad Advisor	4.43% (2 stipends--1 following FB; 1 May 10)
Drama and Dance Teachers (K-8)	1.85% per production (maximum of 2 productions per school year)

Tentatively agreed to this 29th day of November, 2006, in Tracy California.

  
James Mousalimas, Asst. Supt. for  
Human Resources

  
Nellie Baretta,  
TEA Representative

# **TENTATIVE AGREEMENT**

November 29, 2006

## **ARTICLE XIII** **SALARIES (COMPENSATION)**

The Tracy Educators Association (hereafter "TEA") and the Tracy Unified School District (hereafter "District") do hereby agree to a tentative agreement to the following changes in the Master Agreement:

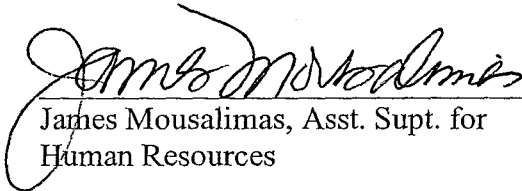
### **2006-2007**


Compress and equalize the salary schedule in accordance with the attached salary Schedule B for a cost equivalent to an overall increase in total compensation of 5.5%.

### **2007-2008**

The compensation package for 2007-08 will increase according to the % increase to the Funded Base Revenue Limit. TUSD/TEA will meet to finalize the distribution of the increase once the Governor approves the state budget.

Tentatively agreed to this 29th day of November, 2006, in Tracy California.

  
James Mousalimas, Asst. Supt. for  
Human Resources

  
Nellie Baretta,  
TEA Representative

# TENTATIVE AGREEMENT

January 24, 2007

The Tracy Educators Association (hereafter "TEA") and the Tracy Unified School District (hereafter "District") do hereby agree to a tentative agreement to the following changes in the Master Agreement:

## APPENDIX E TRACY UNIFIED SCHOOL DISTRICT ~~SUMMER SCHOOL SALARY SCHEDULE~~

### SUPPLEMENTAL INSTRUCTION

2005-2006  
(4.23% INCREASE)

STEP	CLASS I B.A.	CLASS II B.A. + 45 OR M.A.	CLASS III B.A. + 75 OR M.A. + 30
1	118.72	128.93	132.71
2	126.54	136.22	140.80
3	133.30	145.05	148.56

### SUPPLEMENTAL INSTRUCTION HOURLY RATE 2006-2007

31.50

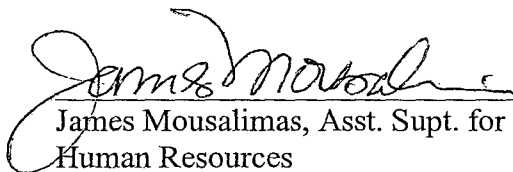
The supplemental instruction hourly rate for 2007-08 will increase according to the % increase to the Funded Base Revenue Limit.

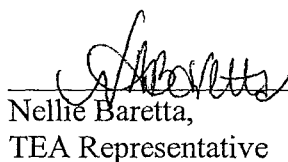
1. ~~Each step is equivalent to one summer's experience~~ Supplemental instruction programs include but are not limited to:

Summer School  
Multi-Track Year Round Intersession  
Delta Island Intersession  
ELD Institute  
Kindergarten Camp  
Before/After School Intervention Program

2. Unit members who teach summer school and/or intersession will accrue sick leave in accordance with Article XXXI, Sick Leave. Sick leave will be earned at the rate of .0656 hours for each contracted hour of intersession and/or summer school session. ~~one day per summer session and will be applied to the sick leave accumulated during the regular school year. Sick leave accumulated during summer school is based on four (4) hours per day and shall only be utilized as four (4) hours.~~
3. Unit members who teach in a supplemental instruction program may use one (1) day of accumulated sick leave per each ten (10) contracted program work days. One (1) day of accumulated sick hours is defined as the number of hours contained in one contracted supplemental instruction program work day. ~~No more than four (4) days of sick leave accumulated during the regular school year may be used by those unit members if they are employed as summer school unit members.~~
4. Unit members of the Tracy Unified School District will be given first priority for ~~summer school~~ **supplemental instruction** teaching positions, so long as it is compliant with state/federal law.
5. District procedures and criteria for selecting summer school teachers shall be distributed to ~~teachers~~ **unit members** at the time of advertisement and applications for summer school positions.
6. ~~Regular~~ **Unit members** teachers hired for **regular education classes during the summer school session** will be notified by May 15. **Unit members hired for special education classes during the summer school session** ~~teachers will be notified by June 1.~~

Tentatively agreed to this 24th day of January, 2007, in Tracy California.

  
James Mousalimas, Asst. Supt. for  
Human Resources

  
Nellie Baretta,  
TEA Representative

# **TENTATIVE AGREEMENT**

January 24, 2007

The Tracy Educators Association (hereafter "TEA") and the Tracy Unified School District (hereafter "District") do hereby agree to a tentative agreement to the following changes in the Master Agreement:

## **ARTICLE XLII** **TEACHERS ON SPECIAL ASSIGNMENT**

### **A. DEFINITION**

A Teacher On Special Assignment (TOSA) shall be defined as a unit member released from his/her classroom or assigned in a TOSA position in lieu of the classroom for at least 50% of his/her teaching assignment for the purpose of filling a District assignment outside of the normal classroom environment, as part of a District-wide program.

### **B. WORKING DAYS, HOURS AND COMPENSATION**

1. The starting and ending time of the work day may vary based on the duties and responsibilities associated with the TOSA position.
2. The TOSA shall work 183 days plus a maximum of 17 additional days paid at the TOSA's per diem rate. The per diem rate shall be based on the TOSA's normal placement on the TEA Certificated Salary Schedule. The number of additional days shall be determined by the TOSA's supervisor. A work calendar shall be jointly developed by the supervisor and the TOSA on an annual basis, in writing.
3. Any additional stipend shall be determined jointly by the District and the Association for each TOSA position.
4. Any TOSA who is working less than full time will receive a pro rata stipend depending on the percentage of his/her assignment.

### **C. TOSA POSITIONS**

1. The District shall create a job description, including work hours and any stipend, for each TOSA position and negotiate its approval with the Association.

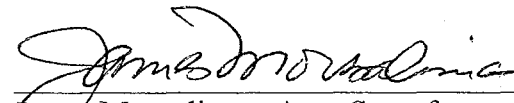
2. Openings for TOSA positions shall be posted and filled following the same procedures used for filling all other certificated positions in the District.
3. TOSA's shall not evaluate other unit members.
4. A TOSA wishing to return to the classroom may be assigned to any location, and assigned such classes as he or she may be credentialed to teach. However, the District will make a reasonable effort to assign the unit member to the same school and the same assignment that that unit member held before becoming a TOSA.
5. Normally, TOSA positions are filled on an annual basis. The District has the right to return a TOSA to a teaching position for which he/she is credentialed to teach.


D. The following is a list of stipends for possible TOSA positions:

1. Full-time Curriculum Specialists – ~~20% stipend of Class I, Step I non-adjusted salary schedule.~~ **14.76% stipend of Class III, Step I non-adjusted Salary Schedule B.**
2. Full-time BTSA Support Providers – No stipend.
3. Full-time Staff Development Specialist – ~~20% stipend of Class I, Step I non-adjusted salary schedule.~~ **14.76% stipend of Class III, Step I non-adjusted Salary Schedule B.**
4. Character Education Coordinator – ~~20% stipend of Class I, Step I non-adjusted salary schedule.~~ **14.76% stipend of Class III, Step I non-adjusted Salary Schedule B.**
5. English Language Learning Program Specialist – No stipend.
6. Special Education Inclusion Specialist – ~~20% stipend of Class I, Step I non-adjusted salary schedule.~~ **14.76% stipend of Class III, Step I non-adjusted Salary Schedule B.**
7. Special Education Curriculum/Behavioral Specialist – ~~20% stipend of Class I, Step I non-adjusted salary schedule.~~ **14.76% stipend of Class III, Step I non-adjusted Salary Schedule B.**
8. Language, Speech and Hearing Specialists-**14.76% stipend of Class III, Step I non-adjusted Salary Schedule B.**

E. TOSA positions shall be added to Article I of the current Master Agreement.

Tentatively agreed to this 24th day of January, 2007, in Tracy California.

  
James Mousalimas, Asst. Supt. for  
Human Resources

  
Nellie Baretta,  
TEA Representative



# **TENTATIVE AGREEMENT**

January 30, 2007

The Tracy Educators Association (hereafter "TEA") and the Tracy Unified School District (hereafter "District") do hereby agree to a tentative agreement to the following changes in the Master Agreement:

## **ARTICLE XXXVIII** **MULTI-TRACK YEAR ROUND EDUCATION (MTYRE)**

Within this article the term "unit member", unless otherwise identified as a traditional year teacher, shall mean any unit member teaching at a Multi-Track Year Round Education Site.

### **A. CALENDAR**

1. The Multi-Track Year Round Education calendar will be based on the 60/20 plan.
2. The work year will be one hundred eighty-one (181) days of which one hundred seventy-four (174) will be instructional.
  - a. Of the seven (7) non-instructional days, one day shall be a District in-service day. The other six (6) days shall be one-half workdays, three (3) of which will be for classroom set up the day before the beginning of each track.
  - b. Meetings on the site designated full work day at the beginning of the school year shall be limited to one-half day. (see Article VI, Hours, A,1).
  - c. On the half track-on work day, unit members tracking-on shall not be required to attend meetings.
  - d. On the remaining full track-on work days, unit members tracking-on shall not be required to attend meetings greater than one (1) hour in duration. However, if a full work day falls on an Early Release Monday, then tracking-on teachers will attend regular ERM (Early Release Monday) activities instead of track-on meetings.
3. The contract year for first and second year unit members will include an additional two (2) days of district staff development during the school year for a total of one hundred eighty-three (183) days. In addition, first and second year unit members shall be required to attend an additional four (4) days of district staff development paid at their per diem rate. These dates will be scheduled as close to track-on or track-off dates as possible taking holidays into consideration.

4. Unit members shall not be required to attend in-services or meetings during their off-track time.
5. The last instructional day prior to going off track will be scheduled as a student minimum day for the track going off track. Except in the case of an emergency, unit members will not be required to attend meetings during this time, nor shall the unit members' time be encumbered by the District or site administrators.
6. If additional days are added to the traditional calendar through legislation and/or negotiations, the calendar will be adjusted accordingly.
7. The annual school calendar shall be adjusted jointly with the **Associate Assistant** Superintendent of Human Resources and the Association.
8. Early release Mondays are held for the purpose of district and site staff development, grade level meetings, curricular planning, site improvement plans, inter-site collaboration etc. One early release Monday per month will be designated for site grade level collaboration. The designated dates for grade level collaboration will be made available to unit members prior to the first early release Monday of the school year. The early release Monday for site level collaboration will normally include a minimum of 90 minutes unencumbered time and will not begin until after students are released and all unit members prep time and supervision duties are completed. Unit members who are off track and attend the early release site collaboration time period shall be compensated at their per diem rate at a maximum of two hours time for each designated Minimum Early Release Day. In addition, the principal may hold a faculty meeting on these designated Minimum Early Release Days in accordance with Article VI of the current Master Agreement. In months with at least four (4) working Mondays, the unencumbered day will be scheduled on a Monday on which there is no staff meeting scheduled, whenever possible.

#### B. INITIAL PLACEMENT

1. Unit members wanting to transfer out of a school, which is initially implementing a MTYRE program, to another school shall follow the procedures in Article XVI; however, the date for submitting the request in year one will be October 15<sup>th</sup> to facilitate the placement and replacement of personnel. In subsequent years, Article XVI, Transfer/Reassignment, will be followed.
2. The District will determine how many classes at each grade level will initially be assigned to each track. The site administrator shall post a matrix of the Master Schedule, which indicates how many grade level/subject area classes are assigned to each track, and to which room they will be assigned. In addition, the principal will post a list of each unit member's grade level assignment, including any on-site reassignments for the following school year.

Unit members must select track preferences at the grade level posted by the principal, which includes any on-site reassignments that have been finalized for the following school year, prior to the track selection meeting. Unit members shall submit track preferences in writing to the

site administrator. These preferences will then be placed on the matrix accordingly. The criteria listed below will then be used, where applicable, at the track selection meeting in the order as follows:

- a. Spouses, if both are working at a Tracy Unified School District MTYRE site, shall be given first consideration for placement on the same track, if desired.
- b. Special credentials (at 6-8 grade levels)
- c. Balance of new and experienced teachers (new teacher is defined as two years or less teaching experience)
- d. One teacher per class

If a conflict still exists within any step in the criteria, track assignments shall be determined by District seniority. If District seniority is equal among two or more MTYRE members, those members will draw lots for track selection. This process will take place during the track selection meeting.

3. MTYRE unit members who have children attending MTYRE schools shall be given priority for placing their children on a desired track. The District will make a reasonable effort to place non-MTYRE unit member's child(ren) on the track of the non-MTYRE unit member's choice.

#### C. SPECIALIST SERVICES

1. Specialists will select a track according to the track selection criteria in the Initial Placement section, unless school program needs and legal guidelines require a specially designed calendar. The District will make every reasonable effort to ensure that all tracks have equal access to specialists, support personnel, and programs.
2. Special Education caseloads shall not exceed those specified in State or Federal law.
3. The "Alternative Track" is defined as a modified track that provides equal access, within a five (5) day range, to services to all tracks.
4. Specialist Assignments - Unit members shall meet with program administrator to determine a track assignment or specially designed track, as outlined below:
  - a. RSP Unit Members  
RSP unit members will meet with the program administrator and will jointly develop the specialist track assignment. When unable to reach an agreement the RSP unit member will be placed on the "Alternative Track".
  - b. LSH Unit Members
    - i. LSH unit members' assignments will be determined by caseload.

- ii. The program administrator and the LSH unit member will jointly develop the specialist track assignment. When unable to reach an agreement the LSH unit member will be placed on the "Alternative Track".

c. Pre-School Unit Members

- i. For all SDC preschool services and specialists track placement may be on multiple tracks.
- ii. If multiple tracks are needed, unit members will participate in the track selection process as described in Section B of Initial Placement.

d. Adapted PE and Full Inclusion Specialist

- i. Adapted PE and Full Inclusion unit members' assignments will be determined by caseload.
- ii. The program administrator and the Adapted PE and Full Inclusion unit members will jointly develop the specialist track assignment. When unable to reach an agreement the Adapted PE and Full Inclusion unit members will be placed on the "Alternative Track".

e. K-5 Music/Regular Education PE

Should there be a need to change K-5 Music/PE unit members from the traditional calendar, unit members will meet with the program administrator to determine the schedule and calendar.

- 5. Specialist unit members may sign an agreement, on a yearly basis, for an extension of their contract, as requested by the District. Specialists will be paid at a per diem rate for additional days worked. Specialist unit members while on an extended contract shall be credited with one (1) additional sick day, for each fifteen (15) additional days worked.

D. TRANSFER/REASSIGNMENT

- 1. The provisions of Article XVI regarding voluntary and involuntary transfers and reassignments shall apply to all unit members
- 2. Reassignment as defined in Article XVI, A.2., shall include track assignment at the same grade level.
- 3. If track vacancies occur on a site, then unit members at said site, at the same grade level, but on a different track, shall have priority to fill vacancies. After all vacancies have been filled by unit members desiring a change at the same grade level, remaining vacancies shall be filled pursuant to Article XVI, C.1. Criteria used for Initial Placement, Article XXXVIII, B.2, shall be applied to this process.

4. If track vacancies occur at a site during mid-year, then unit members at said site, at the same grade level, but on a different track shall be given priority to fill vacancies. If a change at this time is considered too disruptive to the school site, the position may be filled on a temporary basis for the remainder of the year. At the beginning of the next year, the unit member at the grade level, on a different track, with the most seniority at that school and grade level shall have priority to fill the vacancy.
5. In order for unit members to exchange tracks within a grade level, at a given site, both positions must be opened by the site administrator to other members at that site and that grade level, and filled as described in Article XXXVIII section D, sub-sections 3 and 4.
6. During the first year and in subsequent years of operation as a year-round school site, every reasonable effort will be made to avoid involuntarily transferring any unit member from a traditional school to a MTYRE site.

E. PAYMENT SCHEDULES

1. In-Service Training/Staff Development Rate  
Unit members will be paid as defined in Article XIII, H.1. for any in-service training or staff development outside the normal contractual hours for which the District or site agrees to pay. The new teacher induction program (TTIP) will be paid at the hourly rate stated in Appendix D.
2. Curriculum Development  
Unit members will be compensated at the appropriate rate of pay as stated in Appendix D for Curriculum Development Services directed by the District and provided outside the contract day.
3. Track Facilitator  
Each school site shall yearly identify one unit member for each track who will facilitate communication and activities for the particular track. These unit members will be compensated at a rate of 2% of the Tracy Unified School District's non-adjusted Class I, Step 1, Certificated Salary Scheduled, rounded to the nearest dollar (see Appendix D).
4. 10 Month or 12 Month Payment Schedule  
Unit members assigned to a year round schedule will have the option of being compensated on a 10 month or 12 month payment schedule. Any unit member who chooses a 12 month payment schedule will be required to sign a waiver indicating his/her obligation to reimburse the District for any overpayment resulting from leaving the District prior to the end of his/her contractual agreement.
5. Year Round Preparation Day  
Prior to the first year of conversion to year round education at a given school site, unit members will be provided a voluntary classroom preparation/planning day. This date will be determined by the District. Participating unit members and will be paid at their per diem rate.

6. Application of Units

Unit members who have earned additional units and submit transcripts or certification of completion form by September 1<sup>st</sup>, shall receive a change in salary classification, retroactive to the beginning of the current contract year. (See Supplemental Salary Information, Appendix H.) If the certification of completion form is submitted in lieu of transcripts, the unit member must provide official transcripts by November 1<sup>st</sup> for official salary placement.

F. EXCHANGE DAYS

1. All unit members can voluntarily exchange six (6) days per fiscal year with unit members who are on vacation or off-track without loss of pay, benefits or sick leave. Exchange days are not cumulative across fiscal years. Unit members shall keep accounting of days exchanged. Payback of exchanged days is the responsibility of the involved unit members.
  - a. Trading of days is not considered an extension of the contract year.
  - b. Agreement between unit members to trade days must, whenever possible, have forty-eight (48) hours prior approval of the administrator of the site at which the exchange will be taking place. If denied, the unit member will be notified in writing as to the reason for denial.
  - c. Payback of the exchange shall be completed within one year of the initial exchange date.

G. SUBSTITUTES

1. Unit members who are off track can substitute.
2. Unit members shall have the option to place themselves on the District's permanent substitute list.
3. Substituting unit members on either traditional or MTYRE calendars will receive 140% of the daily substitute rate.
4. Substituting unit members on either traditional or MTYRE calendars assigned to organizing, opening and teaching a new class for which a teacher has not yet been assigned or who are serving in a vacant position or a position that involves more than five (5) consecutive school days, will be paid the per diem rate for the adjusted minimum salary.

H. SABBATICAL LEAVES

1. In addition to leaves provided in Article XXVIII, unit members at YRE sites may be granted sabbatical leave up to three (3) months during the months of June, July and August to complete the scheduled Subject Matter Projects not available to a unit member while off track. The following procedures will be followed in considering Subject Matter Project sabbatical leave requests:

- a. Unit member shall file an application with the site principal at least 30 days prior to the leave date.
  - b. The unit member shall submit the application to the site principal.
  - c. The application, along with principal's recommendation, shall be submitted by the site principal to the **Associate Assistant Superintendent of Human Resources** for review.
  - d. The **Associate Assistant Superintendent of Human Resources** will approve or deny the request, in writing, within five (5) working days of receipt of the unit member's request for leave.
2. Compensation during a sabbatical leave shall be computed as fifty percent (50%) of the unit members' current salary.
  3. Upon return from sabbatical leave, the unit member shall return to the same assignment from which he/she took the leave.

#### I. COMMUNICATION

If requested of the site administrator or designee in writing prior to going off track, all bulletins and information given to on-track unit members shall be mailed in a timely manner to unit members who are off-track.

Minutes shall be kept of faculty meetings and those minutes and handouts shall be mailed in a timely manner to off-track unit members, if requested in writing.

#### J. INTERSESSION

Intersession is defined as additional instruction time during off-track periods at YRE schools for the purposes of enrichment or remediation, in lieu of summer school.

Unit members assigned to MTYRE schools in Tracy Unified School District will be given first priority for Intersession teaching positions. All other unit members will be given second priority for Intersession teaching positions.

Compensation for Intersession will ~~at the same rate as the Hourly Salary Schedule.~~ (See Appendix D, Hourly Salary Schedule **be according to Appendix E, Supplemental Instruction.**

~~Any MTYRE or traditional unit member teaching intersession shall accrue sick leave at a rate of one third of a day per intersession and will be applied to the sick leave accumulated during the regular school year. Sick leave accumulated during intersession is based on four (4) hours per day and shall only be utilized as four (4) hours.~~

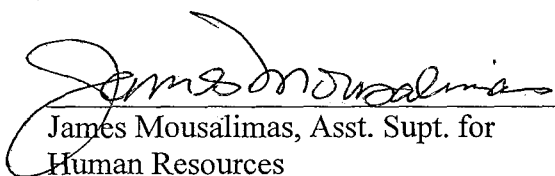
**Unit members who teach intersession will accrue sick leave in accordance with Article XXXI, Sick Leave. Sick leave will be earned at the rate of .0656 (equivalent to 12 sick days per 183 contract days) hours for each contracted hour of intersession.**

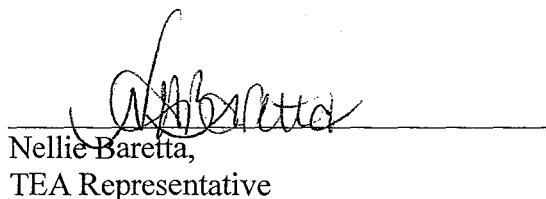
Unit members who teach intersession may use one (1) day of accumulated sick leave per each ten (10) contracted intersession work days. One (1) day of accumulated sick hours is defined as the number of hours contained in one contracted intersession work day.

K. FACILITIES

1. Heating and air conditioning shall be provided at all currently designated YRE sites in all classrooms and site facilities that are utilized by students and staff. Air conditioning and heating will be considered as a factor when designating future YRE sites.
2. A filing cabinet and portable locking storage cabinet with sufficient space to contain classroom supplies and materials will be provided to each unit member in the MTYRE Program who must move to another classroom.
3. When tracking on and tracking off, unit members shall not be required to move boxes, storage cabinets, file cabinets or other furniture.
4. Each classroom sharing team will arrange with the principal to have storage and file cabinets delivered to and removed from the unit member's assigned room according to a mutually agreed upon schedule.

Tentatively agreed to this 24th day of January, 2007, in Tracy California.

  
James Mousalimas, Asst. Supt. for  
Human Resources

  
Nellie Baretta,  
TEA Representative



## TENTATIVE AGREEMENT

January 30, 2007

The Tracy Educators Association (hereafter "TEA") and the Tracy Unified School District (hereafter "District") do hereby agree to a tentative agreement to the following changes in the Master Agreement:

### ARTICLE XXXI SICK LEAVE

A. As provided in Section 44978 of the Education Code:

1. Every unit member employed five (5) days a week by the District shall be entitled to twelve (12) days leave of absence for illness or injury, exclusive of all days he/she is not required to render service to the District, with full pay, for a school year of service.
2. A unit member employed for less than five (5) school days a week shall be entitled, for a school year of service, to that proportion of twelve (12) days leave of absence for illness or injury as the number of days he/she is employed per week bears to five (5).
3. Pay for any day of such absence shall be the same as the pay which would have been received had the unit member served during the day.
4. Credit for leave of absence need not be accrued prior to taking such leave by the unit member and such leave of absence may be taken at any time during the school year. If a unit member does not take the full amount of such leave allowed in any school year the amount not taken shall be accumulated from year to year.
5. A unit member shall have the right to utilize the sick leave provided herein for absences necessitated by disability resulting from pregnancy, miscarriage, childbirth, and recovery therefrom.
6. The District may require written justification signed by a physician for any period of absence for which paid leave under the provisions of this Article or Section 44978 of the Education Code is requested.
7. ~~No more than four (4) days of sick leave accumulated during the regular school year may be used by those unit members if they are employed as summer school unit members.~~

**Unit members who teach summer school and/or intersession will accrue sick leave in accordance with Article XXXI, Sick Leave. Sick**

leave will be earned at the rate of .0656 hours (equivalent to 12 sick days per 183 contract days) for each contracted hour of intersession and/or summer school session.

8. ~~Sick leave accumulated during summer school will be applied to the sick leave accumulated during the regular school year. Sick leave accumulated during summer school is based on four (4) hours per day and shall only be utilized as four (4) hours.~~

**Unit members who teach in a supplemental instruction program may use one (1) day of accumulated sick leave per each ten (10) contracted program work days. One (1) day of accumulated sick hours is defined as the number of hours contained in one contracted supplemental instruction program work day.**

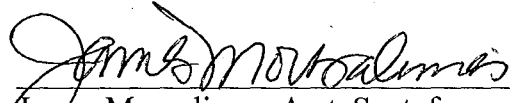
B. As provided in Section 44977 of the Education Code:

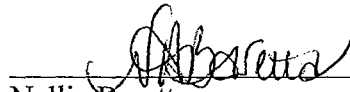
1. When a unit member is absent from his/her duties on account of illness or accident for a period of one hundred (100) days or less, whether or not the absence arises out of or in the course of the employment of the unit member, the District shall deduct only the lowest rate for substitute unit members from the unit member's salary for any days in which the absence occurs. If no substitute is employed to replace the unit member, the lowest salary rate for substitute employees shall be deducted from the unit member's salary. This paragraph shall apply only to those unit members who have used all of their accumulated sick leave.
2. The District may require written justification signed by a physician for any period of absence for which benefits pursuant to this Article or Education Code Section 44977 are requested.
3. A unit member returning to work from extended sick leave shall be required to present a Doctor's release prior to returning to duty. Upon presentation of such release, the illness or accident necessitating such leave shall be deemed to have been fully cured and the unit member fully recovered. No additional paid or partially paid leave shall be allowed for such illness or accident. Unpaid leave may be permitted at the discretion of the Superintendent.
4. During any school year, and after having utilized his/her current annual entitlement to leave of absence for illness or injury as specified in Paragraphs A. 1. or 2. of this Article, a unit member may elect to utilize as many as ninety (90) of the days specified in Paragraph B. 1. of this Article, and receive the compensation specified in such paragraph rather than utilize unused annual leave accumulated from prior years, for the duration of the unit member's incapacity. Written notice of election of such option shall be provided by the ill or injured unit member to the

District payroll office and to the District Superintendent's office as soon after the beginning of the absence as may be practicable, but in no event shall an election of such option be binding upon the District if notice thereof is delivered to the District payroll office and the District Superintendent's office more than fifteen (15) days from the first date of absence resulting from such illness or injury. Such election shall be effective upon delivery, provided that the unit member has exhausted his/her current annual leave for absence resulting from illness or accident. Should an unit member file such notice within such period and should the unit member prior to filing such notice be credited with full pay for one or more days of such leave, charged against leave accumulated from prior year(s), such leave shall be re-credited to the unit member upon repayment to the District of the resulting overpayment. Upon expiration of the ninety (90) day period, should the unit member remain medically unable to resume his/her duties, the unit member may elect to utilize such leave for illness or accident as may then be standing to the unit member's credit accumulated from prior year(s), and such other leave as may be provided in this agreement or prescribed by law.

5. Medical Appointments: Unit members needing to be absent from school during regular working hours to make their doctor's appointment, for laboratory work ups, x-rays, dental appointments, or related matters may use leave provided under Section A of this Article for such purposes.

Tentatively agreed to this 30th day of January, 2007, in Tracy California.

  
James Mousalimas, Asst. Supt. for  
Human Resources

  
Nellie Baretta,  
TEA Representative

## **TENTATIVE AGREEMENT**

January 30, 2007

The Tracy Educators Association (hereafter "TEA") and the Tracy Unified School District (hereafter "District") do hereby agree to a tentative agreement to the following changes in the Master Agreement:

### **ARTICLE XIII** **SALARIES (COMPENSATION)**

A. ~~For the 2003-2004 School year, there will be no increase to the salary schedule.~~

B. HOURLY SALARY SCHEDULE  
Refer to appendix D

C. FULL-TIME ADULT SCHOOL SALARY SCHEDULE  
Refer to appendix C.

D. PART-TIME ADULT SCHOOL SALARY SCHEDULE  
Refer to Appendix C-1.

E. ~~SUMMER SCHOOL SALARY SCHEDULE~~ SUPPLEMENTAL  
INSTRUCTION-HOURLY RATE  
Refer to Appendix E.

F. COACHING AND SPECIAL ASSIGNMENTS PAY  
Refer to Appendix F.

G. COMPENSATION FOR ADDITIONAL TEACHING PERIODS

Unit members shall be compensated at the rate of one fifth (1/5) of the full time equivalent salary schedule placement for each additional period of instruction for which they are assigned. Additional periods of instruction shall be determined on an annual basis and shall not be permanent assignments unless so identified prior to the commencement of the additional period of instruction.

H. IN-SERVICE TRAINING/STAFF DEVELOPMENT RATE

1. With the exception of the new teacher induction program (TTIP), unit members will be paid \$11.00 an hour for any in-service training or staff development which is voluntary and outside the normal contractual hours for which the District or site agrees to pay.

2. Teachers in the new teacher induction program (TTIP) will be compensated in accordance with article VI A. 2.
3. If unit members provide a district approved in-service or staff development outside the regular contractual day, they will receive the hourly rate on appendix D.
4. If a unit member is required to attend a district in-service staff development or committee meeting, they will receive the hourly rate of appendix D. This does not preclude a unit member from also receiving site adjunct duty credit for attending such meetings.

I. STIPENDS

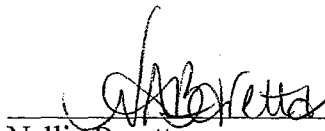
A ~~5%~~ **3.69% stipend of Class III, Step 1** of the non-adjusted ~~Class I, Step 1~~ base salary schedule **B** shall be awarded for each of the following:

- a. Doctorate Degree
- b. Masters Degree
- c. Special Education unit members
- d. Alternative Education Unit members
- e. ESL Unit members
- f. Designated ELD classroom unit members
- g. ~~Language, Speech and Hearing Specialists~~
- h. Resource unit members
- i. Reading Specialists
- j. Unit members possessing a bilingual competency certificate or the equivalent and teaching in a District identified Bilingual classroom
- k. Technology Support Advisors
- l. Support Room teachers (shall teach at least 60% in that assignment to receive a prorated share of the stipend)
- m. Please see Appendix F for additional stipends

Coaches of District sponsored Elementary and Middle School teams shall receive a ~~2.5%~~ **1.85% stipend of Class III, Step 1** of the non-adjusted ~~salary~~ schedule **B** ~~stipend of the non-adjusted Class I, Step 1 base salary schedule~~ for each team coached.

Tentatively agreed to this 30th day of January, 2007, in Tracy California.

  
James Mousalimas, Asst. Supt. for  
Human Resources

  
Nellie Baretta,  
TEA Representative

# **TENTATIVE AGREEMENT**

February 28, 2007

The Tracy Educators Association (hereafter "TEA") and the Tracy Unified School District (hereafter "District") do hereby agree to a tentative agreement to the following changes in the Master Agreement:

## **ARTICLE VII** **DUTIES**

### **A. ASSIGNMENT OF SUBSTITUTES**

1. A unit member may volunteer to substitute during his/her preparation period, but may be required to substitute during this time period in order to cover the vacancy.
2. The administration shall cover the vacancy in order of priority as follows:
  - a. Contact individual unit members who have signed up to substitute during their prep time on a school wide basis.
  - b. Assign the coverage of class to a unit member on a rotational basis.
3. K-12 unit members may be required to substitute a maximum of two (2) times a semester during their prep period. Unit members may be required to substitute more than two (2) times per semester in case of emergency. The definition of an emergency is when a situation exists where a class is unavoidably uncovered, a District substitute is unavailable and the priority list has been exhausted.

### **B. COMPENSATION FOR COVERAGE**

1. Unit members who substitute during their preparation period shall be compensated at the Class Coverage hourly pay rate, shown on Appendix A B, in the following manner:
  - If the unit member works less than 30% of the period, the unit member shall receive 1/3 of the class coverage hourly pay rate shown on Appendix A B.
  - If the unit member works 30% or more of the period, the unit member shall receive compensation for a full class period.

~~The rate shall be increased annually by the same percentage as the regular salary schedule for the duration of this contract.~~

2. K-12 unit members shall be compensated 1/30<sup>th</sup> of the District's Class Coverage hourly pay rate **as shown on Appendix B** of \$31.44 (2003-2004) per hour, or portion thereof, for each student assigned to his/her class because a substitute is unavailable. ~~Unit members shall be compensated monthly within the Supplemental Pay System.~~
3. **The District Class Coverage pay rate shall be increased annually by the same percentage as the regular salary schedule for the duration of this contract. Unit members shall be compensated monthly within the Supplemental Pay System.**

C. COMPENSATION FOR VOLUNTARY ACTIVITIES

1. Unit members who perform the following activities and participate in the following events will be compensated at the hourly rate shown on Appendix D.
  - a. High School Saturday (voluntary) and Middle School (mandatory) graduation
  - b. Interviews/Recruitment on weekends and during summer.
  - c. W.A.S.C. accreditation (4-hour minimum to meet with visiting committee).

D. PROFESSIONAL DUTIES

1. In addition to assigned classroom teaching (or support service) duties, unit members shall continue to perform other reasonable professional duties, many of which may occur outside the normal on-site duty obligation. Such duties include, but are not limited to: conferring and counseling with pupils, parents, staff, and administrators. K-8 unit members shall not be required to perform more than three (3) school-wide educational activities which occur outside of the regular contract day and high school unit members shall not be required to perform more than two (2) school-wide educational activities outside of the regular contract day. Such school-wide activities shall be identified by each school site at the beginning of each school year.
2. An annual flexible work day, not to exceed 7 ½ hours, nor scheduled to conclude later than 7:30 p.m. may be implemented, for parent/teacher conferences. Elementary unit members shall conduct parent/teacher conferences at each site. The conferences will be flexibly scheduled between teacher/parent.

3. Unit members will be given adequate time during the regular contract hours to maintain and update student cumulative folders.

#### E. SUPERVISION

1. The unit members of this District agree to continue to assist the administration in supervising students outside of the classroom as long as the administration shall support the unit members in performing such duties. The unit members and administrators of this District recognize that an efficient and successful school system requires supervision and discipline of students when students are outside the classroom. The District recognizes that the unit members of this District are professional educators, whose primary responsibility is the education and supervision of their students in and outside the classroom. Supervision and discipline are the responsibility of unit members and administrators. Supervision duties associated with night football, night basketball, and night dances shall be paid voluntary assignments.
2. For the term of this Agreement, unit members at the middle schools shall not be required to perform supervision during the nutrition break, except in cases of emergency. Supervision at K-8 schools shall be performed in accordance with the current practice at K-5 schools.
3. Unit members who travel during nutrition break shall be excluded from duties during nutrition break.
4. The District shall make a good faith effort to provide unit members with proper communication and safety equipment prior to performing supervision duties outside the classroom.

#### F. CONFERENCES

1. Dates for First Quarter/Trimester Parent Conferences and Annual IEP Reviews shall be scheduled in advance by the District.
2. The scheduling of other conference dates and times which may begin or end after the regular contract day, including IEP, 504, SST meetings and regular **education** parent conferences shall be scheduled within any legal parameters and/or District established timelines as follows:
  - a. Regular **education** parent conferences shall be scheduled by mutual consent of all parties. When mutual consent is not reached, unit members shall be notified at least five (5) days in advance and the meeting shall be held subsequent to that notification. Parent conferences shall normally be scheduled within regular contract hours.



- b. IEP, SST and 504 meetings will be scheduled by the case manager or designated chairperson of the meeting and shall normally be scheduled within regular contract hours. The case manager or chairperson shall provide written notification at least five (5) days in advance and the meetings shall be held subsequent to that notification. General education teachers, **as required by state and federal law, will** ~~are required by state and federal law to~~ participate in IEP meetings. Anticipated absences from IEP meetings due to compelling reasons must be cleared three (3) days in advance by the unit member's supervisor. If the administrator and the unit member can not agree upon the reason as being compelling, the **Associate Assistant** Superintendent for Human Resources will make the final decision. If the unit member's absence from the meeting is approved by his/her supervisor, then he/she shall provide a written progress report prior to the meeting being held. If the meeting is to exceed one (1) hour past the contract day, the unit member will be asked if they are willing to stay or wish to have the meeting rescheduled. If the unit member can not stay, then the unit member will either be excused or the meeting will be rescheduled.
3. In the event of an emergency, the site administrator will schedule a parent/teacher conference to take place as soon as possible after making a good faith effort to notify the unit member in advance.

#### G. CRISIS SITUATIONS

1. In a crisis situation, all certificated personnel shall be utilized in a cooperative effort to maintain safety and security on the campus. This shall be done in an effort to maintain a normal educational program. Under these conditions, assignments shall not be made which are unsafe to any unit member. A crisis situation, for the purpose of this paragraph, is defined as a clear and present danger of physical harm to students and staff.

#### H. ADJUNCT DUTIES

1. All unit members are required to perform site-based adjunct duties as part of their professional responsibilities. Adjunct duties are defined as those additional duties and responsibilities that are determined by school staff to be necessary to the operation of the school and District and/or enrich the school learning experience for students beyond the classroom. Adjunct duties, by definition, may vary from site to site.
2. The principal and unit members at each elementary and middle school site shall meet annually to jointly determine adjunct duties and the procedure to be used for distributing them among unit members on an equitable basis, to the extent possible. These decisions shall be confirmed by a majority vote. Individual sites

may deem that extenuating circumstances exist for specific individuals when distributing adjunct duties on an equitable basis.

3. Adjunct duties at the high school level will be determined and assigned at each high school site in the District by an Adjunct Duty Committee.
  - a. An Adjunct Duty Committee will be comprised of one unit member representative per ten (10) or part of ten, unit members at each respective school site, plus three (3) site administrators.
  - b. The site Adjunct Duty Committee formation and decision-making process shall begin after February 1<sup>st</sup> of each school year and shall not extend beyond May 15<sup>th</sup>.
  - c. The Adjunct Duty Committee will meet each school year. Its sole function is to determine: the list of site adjunct duties; their weighted equity; and the process for assigning those duties to the staff. The committee shall make its decisions by consensus. Consensus is defined as everyone being able to live with that decision.
  - d. Once the committee has reached a consensus, it will be reported to the faculty and put to a majority vote for approval. If approved, the site's adjunct duties will be implemented for the following school year. If the plan fails to receive a majority vote, it goes back to the committee (see section 7).
  - e. Should a consensus not be reached, the committee's work to date shall also be reported to the faculty for review and input. The committee shall reconvene to deliberate and attempt to reach a consensus.
  - f. If the committee is successful in reaching consensus upon a second attempt, the process of faculty decision-making and implementation shall take place upon a majority approval (see section 5 above).
  - g. Should a consensus not be reached by the committee upon a second attempt, this work to date will be reported to the faculty and the previous year's list of adjunct duties and the process for implementation shall be enacted for the following school year.
  - h. Should a majority vote for approval fail on the second attempt, or, if the May 15<sup>th</sup> site decision-making deadline is not met, then the previous year's list and process for implementation shall be enacted for the following school year.
4. Adjunct duties shall not include duties that are paid or that are related to association activities.


## I. STUDENT PROGRESS REPORTS


1. All high school and middle school unit members shall complete a mid-quarter, computer generated, student progress report for each student currently enrolled in their respective courses or as required by the site administrator. This report shall be transmitted by the District to the parents or guardian of each student.
2. The progress report shall be on a District approved form which will include, but not be limited to, the following information:
  - a. Satisfactory or unsatisfactory progress.
  - b. Request for a parent conference, if necessary.
  - c. Positive comments if applicable.
  - d. Classroom behavior.
3. Each high school and middle school unit member shall be provided a computer generated printout of all quarterly progress reports.
4. Any unit member who is required to submit progress or grade reports electronically for any student shall be provided access to a grading program that will electronically transmit all grades to the District for the purpose of issuing progress and grade reports.
5. **Middle school unit members shall complete and submit student grade reports within three (3) working days of the end of the first three quarters.**
6. ~~High school and middle school~~ unit members shall complete and submit student grade reports within three (3) working days of the end of the first ~~three~~ **and third quarters and within four (4) working days of the second quarter. If the first student day after the first semester is a Monday, then the early release Monday will be set aside for teachers to complete grades.**
- 6.7. K-12 unit members shall be provided a minimum day at the end of each grading period to complete student grade reports.
- 7.8. The District will continue to make a good faith effort to provide K-12 unit members access to a computer grading program for the purpose of issuing progress and grade reports.

## J. ASSESSMENTS

District assessments are for the purpose of determining student academic progress and guiding instruction. The District will assist unit members in administering District assessments. The District and TEA will form a committee to review assessment impacts and make recommendations to the negotiating teams for consideration.

Tentatively agreed to this 28th day of February, 2007, in Tracy California.

  
James Mousalimas, Asst. Supt. for  
Human Resources

  
Nellie Baretta,  
TEA Representative

# TENTATIVE AGREEMENT

February 28, 2007

The Tracy Educators Association (hereafter "TEA") and the Tracy Unified School District (hereafter "District") do hereby agree to a tentative agreement to the following changes in the Master Agreement:

## ARTICLE VI HOURS

### A. ANNUAL CALENDAR

1. The number of working days for the term of this Agreement shall be one hundred eighty-three (183), of which one hundred eighty (180) will be instructional and three (3) will be mandatory staff development days. One of the two non-instructional days prior to the beginning of the new school year will be reserved for site-based planning and preparation as directed by the principal. At least half of the time of that workday will be reserved for teacher classroom preparation.

~~For the 2004-2005 school year, the first non-instructional day will be reserved for site-based planning and preparation and the second non-instructional day will be reserved as the District planned day. The change of switching the order of the site-based planning and preparation day and the District planned day will be assessed prior to the 2005-2006 school year.~~

**With respect to the two non-instructional days prior to the beginning of the school year, the first non-instructional day will be a District day, and the second day will be for site-based planning and preparation. This will be effective for the 2005-06 school year. (TA'd 1/19/05)**

2. The contract year for first year unit members will include an additional two (2) days of district staff development during the school year for a total of one hundred eighty-five (185) days. In addition, first year unit members shall be required to attend an additional four (4) days of district staff development paid at their per diem rate.

#### First Year Teachers

	<u>Days</u>	<u>Mandatory</u>	<u>Pay</u>
Instructional Days	180	yes	contract year
Staff Development	3	yes	contract year
TTIP* Staff Devel.	2	yes	contract year
TTIP* Staff Devel.	<u>4</u>	yes	per diem with attendance

\*TTIP – Tracy Teacher Induction Program

3. Contingent upon receiving funding from the state, an additional three (3) days will be designated as voluntary staff development buy-back days for all unit members. Contingent upon receiving funding from the state, unit members will be paid \$249 for each voluntary staff development day at which they are present. If the amount of the state funding changes, the negotiation teams for TEA and the district will meet to determine the daily rate. Unit members who choose not to attend the voluntary staff development days shall not be held accountable for specific content presented on those days. However, unit members are responsible for maintaining and improving their professional skills and implementing district and site goals and objectives and state mandates.

A staff development advisory committee will be formed annually and begin to meet no later than the end of March to evaluate the current year's staff development activities and develop recommendations to the District for staff development activities for the following school year. The committee will be comprised of Association unit member representatives appointed by TEA from the following areas: K-5, K-8, 6-8, 9-12, YRE, and Special Education as well as District and site administrators.

4. The school calendar shall be developed jointly with the Associate Assistant Superintendent for Human Resources and the Association upon receipt of the proposed master calendar from the San Joaquin County Office of Education.

B. LENGTH OF DAY

1. The length of the unit members' on-campus workday, including preparation time, lunch, release periods and time required before and after school, shall be for seven (7) hours thirty (30) minutes. The starting time for unit members shall be no earlier than 7:30 a.m. and at least ten (10) minutes before the start of the first period. Unit members may, by mutual consent with the site administration, agree to a flexible work day schedule that will not exceed the seven (7) hour thirty (30) minutes work day, but may begin before 7:30 a.m. The work hours for K-5 and K-8 unit members shall normally be from 8:00 a.m. - 3:30 p.m., with the exception of a.m. Kindergarten unit members whose hours shall be 7:45 a.m. to 3:15 p.m. The hours for middle school unit members shall be from 7:45 a.m. - 3:15 p.m., while high school unit members shall normally be from 7:50 a.m. - 3:20 p.m.
2. Unit members shall notify the office of the principal when leaving the school premises upon completion of their last scheduled class according to the following provisions:

- a. Upon 24 hours notice whenever possible, unit members shall notify the office of the principal for committee meetings or for the following reasons:
  - 1) Death or serious illness of a member of his/her immediate family.
  - 2) Accident, involving his/her person or property or the person or property of a member of his/her immediate family.
  - 3) Religious observances for recognized and established holy days.
  - 4) Legal meetings or appearances with an attorney and/or appearance in a court of law except when such appearance is for reasons brought about through misconduct of the unit member.
  - 5) Urgent personal family business which necessitates the unit member's immediate attention during normal business working hours.
  - 6) Attendance at a funeral of a close personal friend. The District reserves the right to require the unit member to provide verification of the funeral before or after the actual date of the funeral.
  - 7) Medical appointment.
- b. Unit members may request permission from the principal/designee to leave work early for other related school business or other personal reasons.
- c. The principal/designee may require unit members to remain on campus in case of site or District emergency.

### C. MEETINGS

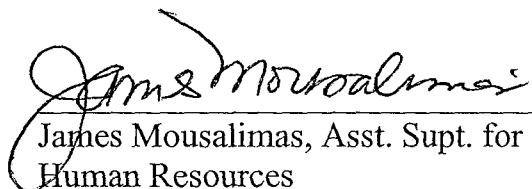
1. Early release Mondays are held for the purpose of district and site staff development, grade level meetings, curricular planning, site improvement plans, inter-site collaboration, etc. No more than three (3) meeting days held by the District or site administration each month shall extend more than one hour beyond the contracted day for which unit members shall not be compensated. The time may be extended by mutual consent, but no unit member will be required to stay beyond the one (1) hour. In months with more than three (3) working Mondays, the agenda will be set by unit member groups (i.e. grade level, track, department, etc.) for the remaining Mondays, which shall be used for the following purposes: grade level/department planning; curriculum mapping/lesson planning/unit planning; inter/intra site collaboration; correcting, recording and reporting related to district assessments; correcting papers, tests, essays; creating tests/quizzes within grade level or department. Unit members shall not be required to stay beyond regular contract hours on these remaining Mondays. Each Monday's designation will be set and made available to unit members prior to the first early release Monday of the school year.

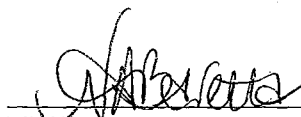
In addition to the three (3) meeting days, unit members shall not be required to attend more than one (1) program meeting (a program is established by the

District, approved by the Board of Trustees, incorporated into the school plan, serves specific groups of students and may vary from site to site) per month for each program in which they are involved. Examples of programs include, but are not limited to, G.A.T.E., Title I, E.L.L., AVID, I.B., A.P. and Special Education. Department Chair meetings may be held on any workday [other than one of the three (3) meeting days] unless mutually agreed by the principal/designee and the department chairs. Department Chair meetings shall be concluded by 5:00 p.m. unless extended by mutual agreement between the principal/designee and the department chairs.

2. There will be no District meetings requiring unit member attendance on the second and third Tuesday of each month as these are reserved for Association meetings. Unit members on extended hour contracts shall be released for these meetings.
3. **Part-time unit members, defined as a unit member employed less than 100% of an FTE who is not sharing a position with another unit member (i.e. job share), shall attend the following meetings:**
  - (a) **Mandatory Meetings**
    1. Regular staff meetings or make-up meetings
    2. Back-to-School Night
    3. Open House at applicable grade levels
    4. Parent/Teacher conferences, in accordance with Article VII, F, 2(a)
    5. IEPs and SSTs, in accordance with Article VII, F, 2(b)
    6. Two non-instructional days before school starts
  - (b) **Pro-rated Duties**
    1. Adjunct duties
  - (c) **Optional Meetings**
    1. District meetings on Early Release Mondays
    2. Collaboration Days on Early Release Mondays
    3. High School Site Meetings on Early Release Mondays

Tentatively agreed to this 28th day of February, 2007, in Tracy California.

  
James Mousalimas, Asst. Supt. for  
Human Resources

  
Nellie Baretta,  
TEA Representative



## TENTATIVE AGREEMENT

February 28, 2007

The Tracy Educators Association (hereafter "TEA") and the Tracy Unified School District (hereafter "District") do hereby agree to a tentative agreement to the following changes in the Master Agreement:

### ARTICLE XXXII

#### DURATION OF AND PROCEDURE FOR MODIFYING THIS AGREEMENT


- A. This agreement shall be effective upon ratification and execution and shall continue in effect through June 30, 2006 2009.
- B. The Association shall submit to the District anytime prior to March 15, 2006 2009 , a proposal for a successor Agreement. The District shall respond to such proposal for a successor Agreement no later than thirty (30) days after receipt of the Association's initial proposal. With the agreement of both the District and the Association, either party may request and be granted an extension to the timeline for submitting a successor agreement.


The Agreement shall be for three years (~~2003-2004, 2004-2005, 2005-2006~~) (2006-2007, 2007-2008, 2008-2009). ~~with one re-opener plus Article VI, Hours; Article XIII, Salaries; and Article XIV, Fringe Benefits for TEA and the District in the 2004-2005 school year. There shall be two re-openers plus salaries and fringe benefits for the 2005-2006 school year. The District shall respond to such proposal for re-openers no later than thirty (30) days after receipt of the Association's initial proposal. There shall be one re-opener for the 2007-2008 school year. TEA will notify the district of the distribution of salary and benefits for 2007-2008. There shall be two re-openers plus Article XIII, Salaries; and Article XIV, Fringe Benefits for TEA and the District in the 2008-2009 school year. The District shall respond to such proposal for re-openers no later than thirty (30) days after receipt of the Association's initial proposal.~~

- C. Six (6) representatives of the Association shall have the right to receive released time without loss of compensation when meeting and negotiating under the provisions of this Article. The Association may name alternate negotiating representatives. However, for released time for both regular and alternate representatives: two (2) days prior notice is necessary.
- D. Negotiations shall take place at mutually agreeable times and places. ~~during the regular school day or mutually agreeable times outside the school day. For the duration of this contract, negotiations shall normally take place from 8:30 am to 6:00 pm.~~

- E. The parties shall establish any additional and necessary ground rules at the first negotiation meeting scheduled.
- F. It is intended that the negotiation procedures set forth in this Article will result in an agreement as soon as practicable. If an impasse is reached before that date, the impasse procedures outlined in Government Code Section 3548 shall be followed.
- G. The Association and the District may utilize the services of outside consultants to assist in negotiations.
- H. Tentative agreement on any matter under negotiation shall be construed to have occurred when reduced to writing and initialed by both parties.
- I. After the District and the Association have reached tentative agreement on all matters being negotiated, the complete agreement shall be submitted to bargaining unit members and subsequently the Board of Trustees of the District for consideration and approval prior to implementation.

Tentatively agreed to this 28th day of February, 2007, in Tracy California.

  
James Mousalimas, Asst. Supt. for  
Human Resources

  
Nellie Baretta,  
TEA Representative

## PUBLIC DISCLOSURE FORM

In Accordance with AB 1200 (Statutes of 1991, Chapter 1213) and GC 3547.5 and 3540.2

Name of School District: Tracy Unified School District

Name of Bargaining/Represented Unit: TEA

Certificated, Classified, Other: Certificated

The proposed agreement covers the period beginning: July 1, 2006 and ending: June 30, 2008  
(date) (date)

The Governing Board will act upon this agreement on: March 27, 2007  
(date)

### A. Proposed Change in Compensation

Compensation		Annual Cost Prior to Proposed Agreement FY -	Fiscal Impact of Proposed Agreement		
			Current Year Increase/Decrease FY -	Year 2 Increase/Decrease FY -	Year 3 Increase/Decrease FY -
1.	<b>Salary Schedule</b> (This is to include Step and Column, which is also reported separately in Item 6)	\$ 48,244,015	\$ 2,653,421	\$ 5,142,470	\$ 5,983,069
	Annual Settlement %:		5.50%	3.29%	0.00%
	Cummulative Settlement On-going %:		5.41%	9.02%	10.66%
	Step & Column % Cost:		0.09%	1.63%	1.74%
2.	<b>Other Compensation</b> Stipends, Bonuses, Longevity, Overtime, Differential, etc.	\$ -	\$ -	\$ -	\$ -
	<b>Description of other compensation</b>				
3.	<b>Statutory Benefits</b> STRS, PERS, FICA, WC, UI, Medicare, etc.	\$ 6,006,090	\$ 330,335	\$ 640,207	\$ 744,856
			5.50%	10.10%	10.68%
4.	<b>Health/Welfare Plans</b>	\$ -	\$ -	\$ -	\$ -
			#DIV/0!	#DIV/0!	#DIV/0!
5.	<b>Total Compensation</b> Add Items 1 thru 4 to equal 5	\$ 54,250,106	\$ 2,983,756	\$ 5,782,677	\$ 6,727,925
			5.50%	10.10%	10.68%
6.	<b>Step and Column</b> Due to movement plus any changes due to settlement. Included in Item No. 1 above.	\$ 806,439	\$ 44,354	\$ 788,579	\$ 840,599
7.	<b>Total Number of Represented Employees</b> (Use FTE's if appropriate)	844.8			
8.	<b>Total Compensation Cost for Average Employee</b>	\$ 64,217	\$ 3,532	\$ 6,845	\$ 7,964
			5.50%	10.10%	10.68%

9. What was the negotiated percentage increase approved? For example, if the increase in "Current Year" was for less than a full year, what was the percentage increase given, what is the effective date of the increase, and what is the annualized percent

*5.5% effective July 1, 2006 ongoing permanently. Also, effective July 1, 2007, an ongoing increase at the same percentage as the District's net increase in Base Revenue Limit for the 2007-08 fiscal year (estimated to be 3.29% for these projections).*

10. Were any additional steps, columns, or ranges added to the schedules? (If yes, please explain)

*No.*

11. Please include comments and explanations as necessary (if more room is necessary to answer, please attach additional sheet.)

*Not Necessary.*

12. Does this bargaining unit have a negotiated cap for Health and Welfare benefits? Yes ☒ No ☐  
If yes, please describe cap amount.

*Yes. The Health and Welfare benefits cap is \$8,482.*

**B. Proposed Negotiated Changes in Non-Compensation Items** (e.g., class size adjustments, staff development days, teacher prep time, classified staffing ratios, etc.)

*None.*

**C. What are the specific impacts (positive or negative) on instructional and support programs to accommodate the settlement?** Include the impact of changes such as staff reductions or increases, program reductions or increases, elimination or expansion of other services or programs (i.e., counselors, librarians, custodial staff, etc.)

*None.*

**D. What contingency language is included in the proposed agreement** (i.e., reopeners, etc.)?

*None.*

**E. Will this agreement create, increase or decrease deficit spending in the current or future year(s)?** "Deficit Spending" is defined to exist when a district's expenditures exceeds its revenues in a given year. If yes, explain the amounts and justification for doing so.

*No.*

**F. Identify other major provisions that do not directly affect the district's costs such as binding arbitration, grievance procedures, etc.**

*None.*

**G. Source of Funding for Proposed Agreement**

1. Current Year ~ Include an itemized list, per GC 3547.5 (b), of any budget revisions necessary to meet the costs of the agreement in the current year. Itemized list should be clearly referenced to the amounts disclosed in column 2 of Section H pages 5a-g.

*None.*

**G. Source of Funding for Proposed Agreement, continued.**

2. If this is a single year agreement, how will the ongoing cost of the proposed agreement be funded in future years? (i.e., what will allow the district to afford this contract)? Include an itemized list, per GC 3547.5 (b), of any budget revisions necessary to meet the costs of the agreement in the subsequent year. Itemized list should be clearly referenced to the amounts disclosed in columns B and D of Section I pages 7a-c.

*Not Applicable.*

3. If this is a multi-year agreement, what is the source of funding, including assumptions used, to fund these obligations in future years? (Remember to include compounding effects in meeting obligations). Include an itemized list, per GC 3547.5 (b), of any budget revisions necessary to meet the costs of the agreement in the subsequent year. Itemized list should be clearly referenced to the amounts disclosed in columns B and D of Section I pages 7a-c.

*This multi-year agreement shall be in full force and effect from July 1, 2006 through June 30, 2008.*

**H. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET**

**Unrestricted General Fund**

Enter Bargaining Unit:

TEA

	Column 1 Latest Budget submitted to COE (Orig. Adopted, 1st Interim, or 2nd Interim) As of ( 1/31/07 )	Column 2 Adjustments as a Result of Settlement (include revisions for cost of settlement and other revisions necessary to fund settlement)	Column 3 Other Revisions since budget in column 1 unrelated to settlement	Column 4 Total Current Budget (Columns 1+2+3)
<b>REVENUES</b>				
Revenue Limit Sources (8010-8099)	\$ 91,012,056	\$ -	\$ -	\$ 91,012,056
Remaining Revenues (8100-8799)	\$ 8,476,794	\$ -	\$ -	\$ 8,476,794
<b>TOTAL REVENUES</b>	<b>\$ 99,488,849</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 99,488,849</b>
<b>EXPENDITURES</b>				
Certificated Salaries (1000-1999)	\$ 49,583,618	\$ -	\$ -	\$ 49,583,618
Classified Salaries (2000-2999)	\$ 10,751,752	\$ -	\$ -	\$ 10,751,752
Employee Benefits (3000-3999)	\$ 18,435,929	\$ -	\$ -	\$ 18,435,929
Books & Supplies (4000-4999)	\$ 5,327,698		\$ -	\$ 5,327,698
Services & Operating Expenses (5000-5999)	\$ 6,604,632	\$ -	\$ -	\$ 6,604,632
Capital Outlay (6000-6999)	\$ 1,276,093	\$ -	\$ -	\$ 1,276,093
Other Outgo (7100-7299) (7400- 7499)	\$ 1,107,782	\$ -	\$ -	\$ 1,107,782
Direct support/Indirect Costs (7300- 7399)	\$ (1,198,806)	\$ -	\$ -	\$ (1,198,806)
<b>TOTAL EXPENDITURES</b>	<b>\$ 91,888,698</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 91,888,698</b>
<b>OPERATING SURPLUS (DEFICIT)</b>	<b>\$ 7,600,152</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 7,600,152</b>
Transfers In and Other Sources (8910-8979)	\$ 311,758	\$ -	\$ -	\$ 311,758
Transfers Out and Other Uses (7610- 7699)	\$ 378,970	\$ -	\$ -	\$ 378,970
Contributions (8980-8999)	\$ (10,821,204)	\$ -	\$ -	\$ (10,821,204)
<b>CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE</b>	<b>\$ (3,288,264)</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ (3,288,264)</b>
<b>BEGINNING BALANCE (9791)</b>	<b>\$ 7,617,103</b>			<b>\$ 7,617,103</b>
Audit Adjustments/Restatements (9793 & 9795)	\$ -			\$ -
<b>CURRENT-YEAR ENDING BALANCE</b>	<b>\$ 4,328,838</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 4,328,838</b>
<b>COMPONENTS OF ENDING BALANCE:</b>				
Reserved Amounts (9711-9740)	\$ 236,000	\$ -	\$ -	\$ 236,000
Reserved for Economic Uncertainties (9770)	\$ 3,825,547	\$ -	\$ -	\$ 3,825,547
Other Designated Amounts (9775-9780)	\$ -	\$ -	\$ -	\$ -
Unappropriated Amounts (9790)	\$ 267,291	\$ -	\$ -	\$ 267,291

\* If the total amount of the adjustment in Column 2 does not agree with the Total Compensation Increase in Section A, Line 5, Page 1 (i.e. increase was partially budgeted), explain the variance on question 1, page 6.

**H. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET**

Enter Bargaining Unit:		Restricted General Fund TEA		
	Column 1 Latest Budget submitted to COE (Orig. Adopted, 1st Interim, or 2nd Interim) As of ( 1/31/07 )	Column 2 Adjustments as a Result of Settlement (include revisions for cost of settlement and other revisions necessary to fund settlement)	Column 3 Other Revisions since budget in column 1 unrelated to settlement	Column 4 Total Current Budget (Columns 1+2+3)
<b>REVENUES</b>				
Revenue Limit Sources (8010-8099)	\$ 2,321,688	\$ -	\$ -	\$ 2,321,688
Remaining Revenues (8100-8799)	\$ 19,896,679	\$ -	\$ -	\$ 19,896,679
<b>TOTAL REVENUES</b>	<b>\$ 22,218,367</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 22,218,367</b>
<b>EXPENDITURES</b>				
Certificated Salaries (1000-1999)	\$ 9,035,473	\$ -	\$ -	\$ 9,035,473
Classified Salaries (2000-2999)	\$ 6,009,952	\$ -	\$ -	\$ 6,009,952
Employee Benefits (3000-3999)	\$ 4,464,372	\$ -	\$ -	\$ 4,464,372
Books & Supplies (4000-4999)	\$ 9,945,543	\$ -		\$ 9,945,543
Services & Operating Expenses (5000-5999)	\$ 3,154,749	\$ -	\$ -	\$ 3,154,749
Capital Outlay (6000-6999)	\$ 509,441	\$ -	\$ -	\$ 509,441
Other Outgo (7100-7299) (7400- 7499)	\$ 446,786	\$ -	\$ -	\$ 446,786
Direct support/Indirect Costs (7300- 7399)	\$ 998,082	\$ -	\$ -	\$ 998,082
<b>TOTAL EXPENDITURES</b>	<b>\$ 34,564,398</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 34,564,398</b>
<b>OPERATING SURPLUS (DEFICIT)</b>	<b>\$ (12,346,031)</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ (12,346,031)</b>
Transfers In and Other Sources (8910-8979)	\$ -	\$ -	\$ -	\$ -
Transfers Out and Other Uses (7610- 7699)	\$ 686,138	\$ -	\$ -	\$ 686,138
Contributions (8980-8999)	\$ 11,004,226	\$ -	\$ -	\$ 11,004,226
<b>CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE</b>	<b>\$ (2,027,943)</b>	<b>* See Note Below</b>		<b>\$ (2,027,943)</b>
<b>BEGINNING BALANCE (9791)</b>	<b>\$ 2,174,240</b>			<b>\$ 2,174,240</b>
Audit Adjustments/Restatements (9793 & 9795)	\$ -			\$ -
<b>CURRENT-YEAR ENDING BALANCE</b>	<b>\$ 146,297</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 146,297</b>
<b>COMPONENTS OF ENDING BALANCE:</b>				
Reserved Amounts (9711-9740)	\$ -	\$ -	\$ -	\$ -
Reserved for Economic Uncertainties (9770)	\$ -	\$ -	\$ -	\$ -
Other Designated Amounts (9775-9780)	\$ -	\$ -	\$ -	\$ -
Unappropriated Amounts (9790)	\$ 146,297	\$ -	\$ -	\$ 146,297

\* If the total amount of the adjustment in Column does not agree with the Total Compensation Increase in Section A, Line 5, Page 1 (i.e. increase was partially budgeted), explain the variance on question 1, page 6.



H. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Enter Bargaining Unit:		Combined General Fund		
		TEA		
	Column 1 Latest Budget submitted to COE (Orig. Adopted, 1st Interim, or 2nd Interim) As of ( 1/31/07 )	Column 2 Adjustments as a Result of Settlement (include revisions for cost of settlement and other revisions necessary to fund settlement)	Column 3 Other Revisions since budget in column 1 unrelated to settlement	Column 4 Total Current Budget (Columns 1+2+3)
<b>REVENUES</b>				
Revenue Limit Sources (8010-8099)	\$ 93,333,744	\$ -	\$ -	\$ 93,333,744
Remaining Revenues (8100-8799)	\$ 28,373,473	\$ -	\$ -	\$ 28,373,473
<b>TOTAL REVENUES</b>	<b>\$ 121,707,216</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 121,707,216</b>
<b>EXPENDITURES</b>				
Certificated Salaries (1000-1999)	\$ 58,619,091	\$ -	\$ -	\$ 58,619,091
Classified Salaries (2000-2999)	\$ 16,761,704	\$ -	\$ -	\$ 16,761,704
Employee Benefits (3000-3999)	\$ 22,900,301	\$ -	\$ -	\$ 22,900,301
Books & Supplies (4000-4999)	\$ 15,273,241	\$ -	\$ -	\$ 15,273,241
Services & Operating Expenses (5000-5999)	\$ 9,759,381	\$ -	\$ -	\$ 9,759,381
Capital Outlay (6000-6999)	\$ 1,785,534	\$ -	\$ -	\$ 1,785,534
Other Outgo (7100-7299) (7400- 7499)	\$ 1,554,568	\$ -	\$ -	\$ 1,554,568
Direct support/Indirect Costs (7300- 7399)	\$ (200,724)	\$ -	\$ -	\$ (200,724)
<b>TOTAL EXPENDITURES</b>	<b>\$ 126,453,096</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 126,453,096</b>
<b>OPERATING SURPLUS (DEFICIT)</b>	<b>\$ (4,745,879)</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ (4,745,879)</b>
Transfers In and Other Sources (8910-8979)	\$ 311,758	\$ -	\$ -	\$ 311,758
Transfers Out and Other Uses (7610- 7699)	\$ 1,065,108	\$ -	\$ -	\$ 1,065,108
Contributions (8980-8999)	\$ 183,022	\$ -	\$ -	\$ 183,022
<b>CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE</b>	<b>\$ (5,316,207)</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ (5,316,207)</b>
<b>BEGINNING BALANCE (9791)</b>	<b>\$ 9,791,342</b>			<b>\$ 9,791,342</b>
Audit Adjustments/Restatements (9793 & 9795)	\$ -			\$ -
<b>CURRENT-YEAR ENDING BALANCE</b>	<b>\$ 4,475,135</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 4,475,135</b>
<b>COMPONENTS OF ENDING BALANCE:</b>				
Reserved Amounts (9711-9740)	\$ 236,000	\$ -	\$ -	\$ 236,000
Reserved for Economic Uncertainties (9770)	\$ 3,825,547	\$ -	\$ -	\$ 3,825,547
Other Designated Amounts (9775-9780)	\$ -	\$ -	\$ -	\$ -
Unappropriated Amounts (9790)	\$ 413,588	\$ -	\$ -	\$ 413,588

\* If the total amount of the adjustment in Column does not agree with the Total Compensation Increase in Section A, Line 5, Page 1 (i.e. increase was partially budgeted), explain the variance on question 1, page 6.

**H. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET**

**Adult Education Fund**

Enter Bargaining Unit:

TEA

	Column 1 Latest Budget submitted to COE (Orig. Adopted, 1st Interim, or 2nd Interim) As of ( 1/31/07 )	Column 2 Adjustments as a Result of Settlement (include revisions for cost of settlement and other revisions necessary to fund settlement)	Column 3 Other Revisions since budget in column 1 unrelated to settlement	Column 4 Total Current Budget (Columns 1+2+3)
<b>REVENUES</b>				
Revenue Limit Sources (8010-8099)	\$ 1,116,034	\$ -	\$ -	\$ 1,116,034
Remaining Revenues (8100-8799)	\$ 131,006	\$ -	\$ -	\$ 131,006
<b>TOTAL REVENUES</b>	<b>\$ 1,247,040</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 1,247,040</b>
<b>EXPENDITURES</b>				
Certificated Salaries (1000-1999)	\$ 525,001	\$ -	\$ -	\$ 525,001
Classified Salaries (2000-2999)	\$ 310,178	\$ -	\$ -	\$ 310,178
Employee Benefits (3000-3999)	\$ 276,222	\$ -	\$ -	\$ 276,222
Books & Supplies (4000-4999)	\$ 513,306	\$ -	\$ -	\$ 513,306
Services & Operating Expenses (5000-5999)	\$ 104,732	\$ -	\$ -	\$ 104,732
Capital Outlay (6000-6999)	\$ 96,519	\$ -	\$ -	\$ 96,519
Other Outgo (7100-7299) (7400- 7499)	\$ -	\$ -	\$ -	\$ -
Direct support/Indirect Costs (7300- 7399)	\$ 48,989	\$ -	\$ -	\$ 48,989
<b>TOTAL EXPENDITURES</b>	<b>\$ 1,874,947</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 1,874,947</b>
<b>OPERATING SURPLUS (DEFICIT)</b>	<b>\$ (627,907)</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ (627,907)</b>
Transfers In and Other Sources (8910-8979)	\$ 59,292	\$ -	\$ -	\$ 59,292
Transfers Out and Other Uses (7610- 7699)	\$ -	\$ -	\$ -	\$ -
Contributions (8980-8999)	\$ -	\$ -	\$ -	\$ -
<b>CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE</b>	<b>\$ (568,615)</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ (568,615)</b>
<b>BEGINNING BALANCE (9791)</b>	<b>\$ 568,613</b>			<b>\$ 568,613</b>
Audit Adjustments/Restatements (9793 & 9795)	\$ -			\$ -
<b>CURRENT-YEAR ENDING BALANCE</b>	<b>\$ (2)</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ (2)</b>
<b>COMPONENTS OF ENDING BALANCE:</b>				
Reserved Amounts (9711-9740)	\$ -	\$ -	\$ -	\$ -
Reserved for Economic Uncertainties (9770)	\$ -	\$ -	\$ -	\$ -
Other Designated Amounts (9775-9780)	\$ -	\$ -	\$ -	\$ -
<b>Unappropriated Amounts (9790)</b>	<b>\$ (2)</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ (2)</b>

\* If the total amount of the adjustment in Column does not agree with the Total Compensation Increase in Section A, Line 5, Page 1 (i.e. increase was partially budgeted), explain the variance on question 1, page 6.

**H. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET**

**Cafeteria Fund**

Enter Bargaining Unit:

TEA

	Column 1 Latest Budget submitted to COE (Orig. Adopted, 1st Interim, or 2nd Interim) As of ( 1/31/07 )	Column 2 Adjustments as a Result of Settlement (include revisions for cost of settlement and other revisions necessary to fund settlement)	Column 3 Other Revisions since budget in column 1 unrelated to settlement	Column 4 Total Current Budget (Columns 1+2+3)
<b>REVENUES</b>				
Revenue Limit Sources (8010-8099)	\$ -	\$ -	\$ -	\$ -
Remaining Revenues (8100-8799)	\$ 3,922,223	\$ -	\$ -	\$ 3,922,223
<b>TOTAL REVENUES</b>	<b>\$ 3,922,223</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 3,922,223</b>
<b>EXPENDITURES</b>				
Certificated Salaries (1000-1999)	\$ -	\$ -	\$ -	\$ -
Classified Salaries (2000-2999)	\$ 1,232,775	\$ -	\$ -	\$ 1,232,775
Employee Benefits (3000-3999)	\$ 395,455	\$ -	\$ -	\$ 395,455
Books & Supplies (4000-4999)	\$ 1,997,145		\$ -	\$ 1,997,145
Services & Operating Expenses (5000-5999)	\$ 138,664	\$ -	\$ -	\$ 138,664
Capital Outlay (6000-6999)	\$ 25,000	\$ -	\$ -	\$ 25,000
Other Outgo (7100-7299) (7400- 7499)	\$ -	\$ -	\$ -	\$ -
Direct support/Indirect Costs (7300- 7399)	\$ 151,735	\$ -	\$ -	\$ 151,735
<b>TOTAL EXPENDITURES</b>	<b>\$ 3,940,774</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 3,940,774</b>
<b>OPERATING SURPLUS (DEFICIT)</b>	<b>\$ (18,551)</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ (18,551)</b>
Transfers In and Other Sources (8910-8979)	\$ -	\$ -	\$ -	\$ -
Transfers Out and Other Uses (7610- 7699)	\$ -	\$ -	\$ -	\$ -
Contributions (8980-8999)	\$ -	\$ -	\$ -	\$ -
<b>CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE</b>	<b>\$ (18,551)</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ (18,551)</b>
<b>BEGINNING BALANCE (9791)</b>	<b>\$ 1,413,490</b>			<b>\$ 1,413,490</b>
Audit Adjustments/Restatements (9793 & 9795)	\$ -			\$ -
<b>CURRENT-YEAR ENDING BALANCE</b>	<b>\$ 1,394,939</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 1,394,939</b>
<b>COMPONENTS OF ENDING BALANCE:</b>				
Reserved Amounts (9711-9740)	\$ -	\$ -	\$ -	\$ -
Reserved for Economic Uncertainties (9770)	\$ -	\$ -	\$ -	\$ -
Other Designated Amounts (9775-9780)	\$ -	\$ -	\$ -	\$ -
<b>Unappropriated Amounts (9790)</b>	<b>\$ 1,394,939</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 1,394,939</b>

\* If the total amount of the adjustment in Column does not agree with the Total Compensation Increase in Section A, Line 5, Page 1 (i.e. increase was partially budgeted), explain the variance on question 1, page 6.

**H. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET**

Enter Bargaining Unit:		Child Development Fund		
		TEA		
	Column 1 Latest Budget submitted to COE (Orig. Adopted, 1st Interim, or 2nd Interim) As of ( 1/31/07 )	Column 2 Adjustments as a Result of Settlement (include revisions for cost of settlement and other revisions necessary to fund settlement)	Column 3 Other Revisions since budget in column 1 unrelated to settlement	Column 4 Total Current Budget (Columns 1+2+3)
<b>REVENUES</b>				
Revenue Limit Sources (8010-8099)	\$ -	\$ -	\$ -	\$ -
Remaining Revenues (8100-8799)	\$ 238,179	\$ -	\$ -	\$ 238,179
<b>TOTAL REVENUES</b>	<b>\$ 238,179</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 238,179</b>
<b>EXPENDITURES</b>				
Certificated Salaries (1000-1999)	\$ 38,374	\$ -	\$ -	\$ 38,374
Classified Salaries (2000-2999)	\$ 50,472	\$ -	\$ -	\$ 50,472
Employee Benefits (3000-3999)	\$ 44,985	\$ -	\$ -	\$ 44,985
Books & Supplies (4000-4999)	\$ 98,567	\$ -	\$ -	\$ 98,567
Services & Operating Expenses (5000-5999)	\$ 5,781	\$ -	\$ -	\$ 5,781
Capital Outlay (6000-6999)	\$ -	\$ -	\$ -	\$ -
Other Outgo (7100-7299) (7400- 7499)	\$ -	\$ -	\$ -	\$ -
Direct support/Indirect Costs (7300- 7399)	\$ -	\$ -	\$ -	\$ -
<b>TOTAL EXPENDITURES</b>	<b>\$ 238,179</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 238,179</b>
<b>OPERATING SURPLUS (DEFICIT)</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
Transfers In and Other Sources (8910-8979)	\$ -	\$ -	\$ -	\$ -
Transfers Out and Other Uses (7610- 7699)	\$ -	\$ -	\$ -	\$ -
Contributions (8980-8999)	\$ -	\$ -	\$ -	\$ -
<b>CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>BEGINNING BALANCE (9791)</b>	<b>\$ -</b>			<b>\$ -</b>
Audit Adjustments/Restatements (9793 & 9795)	\$ -			\$ -
<b>CURRENT-YEAR ENDING BALANCE</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>COMPONENTS OF ENDING BALANCE:</b>				
Reserved Amounts (9711-9740)	\$ -	\$ -	\$ -	\$ -
Reserved for Economic Uncertainties (9770)	\$ -	\$ -	\$ -	\$ -
Other Designated Amounts (9775-9780)	\$ -	\$ -	\$ -	\$ -
Unappropriated Amounts (9790)	\$ -	\$ -	\$ -	\$ -

\* If the total amount of the adjustment in Column does not agree with the Total Compensation Increase in Section A, Line 5, Page 1 (i.e. increase was partially budgeted), explain the variance on question 1, page 6.

1. If the total amount of the Adjustment in Column 2 page(s) 5a-g does not agree with the amount of the Total Compensation Increase in Section A, Line 5, page 1 (i.e., increase was partially budgeted), explain the variance below:

*The amount of the increase was included in our 2nd Interim Budget. As such, no adjustment is necessary to include the projected increase.*

2. Please include any additional comments and explanations of Page(s) 5a-g or Page(s) 7a-c as necessary:

*Not Applicable.*

I. IMPACT OF PROPOSED AGREEMENT ON SUBSEQUENT YEARS

Unrestricted General Fund

Enter Bargaining Unit:

TEA

Fiscal Year	Column A Current Year Budget After Settlement ( 06 - 07 )	Column B Change from Current Year to First Subsequent	Column C First Subsequent Year After Settlement ( 07 - 08 )	Column D Change from First Subsequent to Second Subsequent	Column E Second Subsequent Year After Settlement ( 08 - 09 )
<b>REVENUES</b>					
Revenue Limit Sources (8010-8099)	\$ 91,012,056	\$ 4,054,317	\$ 95,066,373	\$ 2,409,519	\$ 97,475,891
Remaining Revenues (8100-8799)	\$ 8,476,794	\$ (624,277)	\$ 7,852,517	\$ -	\$ 7,852,517
<b>TOTAL REVENUES</b>	<b>\$ 99,488,849</b>	<b>\$ 3,430,040</b>	<b>\$ 102,918,890</b>	<b>\$ 2,409,519</b>	<b>\$ 105,328,408</b>
<b>EXPENDITURES</b>					
Certificated Salaries (1000-1999)	\$ 49,583,618	\$ 4,015,883	\$ 53,599,501	\$ 911,192	\$ 54,510,693
Classified Salaries (2000-2999)	\$ 10,751,752	\$ 789,368	\$ 11,541,120	\$ 173,117	\$ 11,714,237
Employee Benefits (3000-3999)	\$ 18,435,929	\$ 669,337	\$ 19,105,266	\$ 293,959	\$ 19,399,225
Books & Supplies (4000-4999)	\$ 5,327,698	\$ (3,557,361)	\$ 1,770,337	\$ -	\$ 1,770,337
Services & Operating Expenses (5000-5999)	\$ 6,604,632	\$ (71,414)	\$ 6,533,218	\$ -	\$ 6,533,218
Capital Outlay (6000-6999)	\$ 1,276,093	\$ (321,753)	\$ 954,340	\$ -	\$ 954,340
Other Outgo (7100-7299) (7400-7499)	\$ 1,107,782	\$ -	\$ 1,107,782	\$ -	\$ 1,107,782
Direct support/Indirect Costs (7300-7399)	\$ (1,198,806)	\$ -	\$ (1,198,806)	\$ -	\$ (1,198,806)
<b>TOTAL EXPENDITURES</b>	<b>\$ 91,888,698</b>	<b>\$ 1,524,060</b>	<b>\$ 93,412,758</b>	<b>\$ 1,378,268</b>	<b>\$ 94,791,026</b>
<b>OPERATING SURPLUS (DEFICIT)</b>	<b>\$ 7,600,152</b>	<b>\$ 1,905,980</b>	<b>\$ 9,506,132</b>	<b>\$ 1,031,251</b>	<b>\$ 10,537,382</b>
Transfers In and Other Sources (8910-8979)	\$ 311,758	\$ (311,758)	\$ -	\$ -	\$ -
Transfers Out and Other Uses (7610-7699)	\$ 378,970	\$ (472,051)	\$ (93,081)	\$ -	\$ (93,081)
Contributions (8980-8999)	\$ (10,821,204)	\$ 442,574	\$ (10,378,630)	\$ (32,157)	\$ (10,410,787)
<b>CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE</b>	<b>\$ (3,288,264)</b>	<b>\$ 2,508,847</b>	<b>\$ (779,417)</b>	<b>\$ 999,094</b>	<b>\$ 219,676</b>
<b>BEGINNING BALANCE (9791)</b>	<b>\$ 7,617,103</b>	<b>\$ (3,288,264)</b>	<b>\$ 4,328,838</b>	<b>\$ (779,417)</b>	<b>\$ 3,549,421</b>
Audit Adjustments/Restatements (9793 & 9795)	\$ -	\$ -	\$ -	\$ -	\$ -
<b>CURRENT-YEAR ENDING BALANCE</b>	<b>\$ 4,328,838</b>	<b>\$ (779,417)</b>	<b>\$ 3,549,421</b>	<b>\$ 219,676</b>	<b>\$ 3,769,097</b>
<b>COMPONENTS OF ENDING BALANCE:</b>					
Reserved Amounts (9711-9740)	\$ 236,000	\$ -	\$ 236,000	\$ -	\$ 236,000
Reserved for Economic Uncertainties (9770)	\$ 3,825,547	\$ (512,126)	\$ 3,313,421	\$ 219,676	\$ 3,533,097
Other Designated Amounts (9775-9780)	\$ -	\$ -	\$ -	\$ -	\$ -
Unappropriated Amounts (9790)	\$ 267,291	\$ (267,291)	\$ 0	\$ (0)	\$ (0)

I. IMPACT OF PROPOSED AGREEMENT ON SUBSEQUENT YEARS

Restricted General Fund

Enter Bargaining Unit:

TEA

Fiscal Year	Column A Current Year Budget After Settlement ( 06 - 07 )	Column B Change from Current Year to First Subsequent	Column C First Subsequent Year After Settlement ( 07 - 08 )	Column D Change from First Subsequent to Second Subsequent	Column E Second Subsequent Year After Settlement ( 08 - 09 )
<b>REVENUES</b>					
Revenue Limit Sources (8010-8099)	\$ 2,321,688	\$ 89,199	\$ 2,410,887	\$ 61,853	\$ 2,472,740
Remaining Revenues (8100-8799)	\$ 19,896,679	\$ (822,067)	\$ 19,074,612	\$ -	\$ 19,074,612
<b>TOTAL REVENUES</b>	<b>\$ 22,218,367</b>	<b>\$ (732,868)</b>	<b>\$ 21,485,499</b>	<b>\$ 61,853</b>	<b>\$ 21,547,352</b>
<b>EXPENDITURES</b>					
Certificated Salaries (1000-1999)	\$ 9,035,473	\$ 913,811	\$ 9,949,284	\$ 169,138	\$ 10,118,422
Classified Salaries (2000-2999)	\$ 6,009,952	\$ 620,329	\$ 6,630,281	\$ 99,454	\$ 6,729,735
Employee Benefits (3000-3999)	\$ 4,464,372	\$ 242,235	\$ 4,706,607	\$ 44,348	\$ 4,750,955
Books & Supplies (4000-4999)	\$ 9,945,543	\$ (3,562,166)	\$ 6,383,377	\$ (133,407)	\$ 6,249,970
Services & Operating Expenses (5000-5999)	\$ 3,154,749	\$ (770,412)	\$ 2,384,337	\$ (108,017)	\$ 2,276,320
Capital Outlay (6000-6999)	\$ 509,441	\$ (375,000)	\$ 134,441	\$ -	\$ 134,441
Other Outgo (7100-7299) (7400- 7499)	\$ 446,786	\$ -	\$ 446,786	\$ -	\$ 446,786
Direct support/Indirect Costs (7300- 7399)	\$ 998,082	\$ -	\$ 998,082	\$ -	\$ 998,082
<b>TOTAL EXPENDITURES</b>	<b>\$ 34,564,398</b>	<b>\$ (2,931,203)</b>	<b>\$ 31,633,195</b>	<b>\$ 71,516</b>	<b>\$ 31,704,711</b>
<b>OPERATING SURPLUS (DEFICIT)</b>	<b>\$ (12,346,031)</b>	<b>\$ 2,198,335</b>	<b>\$ (10,147,696)</b>	<b>\$ (9,663)</b>	<b>\$ (10,157,359)</b>
Transfers In and Other Sources (8910-8979)	\$ -	\$ -	\$ -	\$ -	\$ -
Transfers Out and Other Uses (7610-7699)	\$ 686,138	\$ 2,851	\$ 688,989	\$ 7,266	\$ 696,255
Contributions (8980-8999)	\$ 11,004,226	\$ (313,838)	\$ 10,690,388	\$ 163,226	\$ 10,853,614
<b>CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE</b>	<b>\$ (2,027,943)</b>	<b>\$ 1,881,646</b>	<b>\$ (146,297)</b>	<b>\$ 146,297</b>	<b>\$ -</b>
<b>BEGINNING BALANCE (9791)</b>	<b>\$ 2,174,240</b>	<b>\$ (2,027,943)</b>	<b>\$ 146,297</b>	<b>\$ (146,297)</b>	<b>\$ -</b>
Audit Adjustments/Restatements (9793 & 9795)	\$ -	\$ -	\$ -	\$ -	\$ -
<b>CURRENT-YEAR ENDING BALANCE</b>	<b>\$ 146,297</b>	<b>\$ (146,297)</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>COMPONENTS OF ENDING BALANCE:</b>					
Reserved Amounts (9711-9740)	\$ -	\$ -	\$ -	\$ -	\$ -
Reserved for Economic Uncertainties (9770)	\$ -	\$ -	\$ -	\$ -	\$ -
Other Designated Amounts (9775-9780)	\$ -	\$ -	\$ -	\$ -	\$ -
Unappropriated Amounts (9790)	\$ 146,297	\$ (146,297)	\$ -	\$ -	\$ -

I. IMPACT OF PROPOSED AGREEMENT ON SUBSEQUENT YEARS

Combined General Fund

Enter Bargaining Unit:

TEA

Fiscal Year	Column A Current Year Budget After Settlement ( 06 - 07 )	Column B Change from Current Year to First Subsequent	Column C First Subsequent Year After Settlement ( 07 - 08 )	Column D Change from First Subsequent to Second Subsequent	Column E Second Subsequent Year After Settlement ( 08 - 09 )
<b>REVENUES</b>					
Revenue Limit Sources (8010-8099)	\$ 93,333,744	\$ 4,143,516	\$ 97,477,260	\$ 2,471,372	\$ 99,948,631
Remaining Revenues (8100-8799)	\$ 28,373,473	\$ (1,446,344)	\$ 26,927,129	\$ -	\$ 26,927,129
<b>TOTAL REVENUES</b>	\$ 121,707,216	\$ 2,697,172	\$ 124,404,389	\$ 2,471,372	\$ 126,875,760
<b>EXPENDITURES</b>					
Certificated Salaries (1000-1999)	\$ 58,619,091	\$ 4,929,694	\$ 63,548,785	\$ 1,080,330	\$ 64,629,115
Classified Salaries (2000-2999)	\$ 16,761,704	\$ 1,409,697	\$ 18,171,401	\$ 272,571	\$ 18,443,972
Employee Benefits (3000-3999)	\$ 22,900,301	\$ 911,572	\$ 23,811,873	\$ 338,307	\$ 24,150,180
Books & Supplies (4000-4999)	\$ 15,273,241	\$ (7,119,528)	\$ 8,153,714	\$ (133,407)	\$ 8,020,307
Services & Operating Expenses (5000-5999)	\$ 9,759,381	\$ (841,826)	\$ 8,917,555	\$ (108,017)	\$ 8,809,538
Capital Outlay (6000-6999)	\$ 1,785,534	\$ (696,753)	\$ 1,088,781	\$ -	\$ 1,088,781
Other Outgo (7100-7299) (7400- 7499)	\$ 1,554,568	\$ -	\$ 1,554,568	\$ -	\$ 1,554,568
Direct support/Indirect Costs (7300- 7399)	\$ (200,724)	\$ -	\$ (200,724)	\$ -	\$ (200,724)
<b>TOTAL EXPENDITURES</b>	\$ 126,453,096	\$ (1,407,143)	\$ 125,045,953	\$ 1,449,784	\$ 126,495,737
<b>OPERATING SURPLUS (DEFICIT)</b>	\$ (4,745,879)	\$ 4,104,315	\$ (641,564)	\$ 1,021,587	\$ 380,023
Transfers In and Other Sources (8910-8979)	\$ 311,758	\$ (311,758)	\$ -	\$ -	\$ -
Transfers Out and Other Uses (7610-7699)	\$ 1,065,108	\$ (469,200)	\$ 595,908	\$ 7,266	\$ 603,174
Contributions (8980-8999)	\$ 183,022	\$ 128,736	\$ 311,758	\$ 131,069	\$ 442,827
<b>CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE</b>	\$ (5,316,207)	\$ 4,390,493	\$ (925,714)	\$ 1,145,390	\$ 219,676
<b>BEGINNING BALANCE (9791)</b>	\$ 9,791,342	\$ (5,316,207)	\$ 4,475,135	\$ (925,714)	\$ 3,549,421
Audit Adjustments/Restatements (9793 & 9795)	\$ -	\$ -	\$ -	\$ -	\$ -
<b>CURRENT-YEAR ENDING BALANCE</b>	\$ 4,475,135	\$ (925,714)	\$ 3,549,421	\$ 219,676	\$ 3,769,097
<b>COMPONENTS OF ENDING BALANCE:</b>					
Reserved Amounts (9711-9740)	\$ 236,000	\$ -	\$ 236,000	\$ -	\$ 236,000
Reserved for Economic Uncertainties (9770)	\$ 3,825,547	\$ (512,126)	\$ 3,313,421	\$ 219,676	\$ 3,533,097
Other Designated Amounts (9775-9780)	\$ -	\$ -	\$ -	\$ -	\$ -
Unappropriated Amounts (9790)	\$ 413,588	\$ (413,588)	\$ 0	\$ (0)	\$ (0)



**J. IMPACT OF PROPOSED AGREEMENT ON UNRESTRICTED RESERVES**

**1. State Reserve Standard**

Fiscal Year		( 06 - 07 )	( 07 - 08 )	( 08 - 09 )
a.	Total Expenditures, Transfers Out, and Uses (Including Cost of Proposed Agreement)	\$ 127,518,204	\$ 125,641,861	\$ 127,098,911
b.	State Standard Minimum Reserve Percentage for this District Enter Percentage:	3%	3%	3%
c.	State Standard Minimum Reserve Amount for this District (For districts with less than 1,001 ADA, this is the greater of Line a times Line b, or \$50,000)	\$ 3,825,546	\$ 3,769,256	\$ 3,812,967

**2. Budgeted Unrestricted Reserve (After Impact of Proposed Agreement)**

a.	General Fund Budgeted Unrestricted Designated for Economic Uncertainties (9770)	\$ 3,825,547	\$ 3,313,421	\$ 3,533,097
b.	General Fund Budgeted Unrestricted Unappropriates Amount (9790)	\$ 267,291	\$ 0	\$ (0)
c.	Special Reserve Fund (Fund 17) Budgeted Designated for Economic Uncertainties (9770)	\$ -	\$ 455,835	\$ 279,870
d.	Special Reserve Fund (Fund 17) Budgeted Unrestricted Unappropriates Amount (9790)	\$ -	\$ -	\$ -
e.	Total Available Reserves	\$ 4,092,838	\$ 3,769,256	\$ 3,812,967
f.	Reserves in Excess of State Reserve Standard	\$ 267,292	\$ 0	\$ (0)

**NOTE:** If Amount on line 2f is negative for any year, the district should not certify that it can afford the proposed settlement. Adjustments should be reflected in order to maintain the required State Minimum Reserves.

K. COMPARISON OF PROPOSED AGREEMENT TO CHANGE IN DISTRICT BASE REVENUE LIMIT (BRL)

	Prior Year			
	Fiscal Year: ( 04 - 05 )	( 06 - 07 )	( 07 - 08 )	( 08 - 09 )
(a) Prior-year Base Revenue Limit (BRL) per ADA :	\$ 5,349.29	\$ 5,560.29	\$ 5,868.29	\$ 6,061.29
Plus: COLA (enter amount per ADA)	\$ 211.00	\$ 308.00	\$ 193.00	\$ 159.00
Plus: Equalization Aid, if any (enter amount per ADA)	\$ -	\$ -	\$ -	\$ -
(b) Current-Year BRL per ADA:	\$ 5,560.29	\$ 5,868.29	\$ 6,061.29	\$ 6,220.29
(c) Change in BRL per ADA: (b) minus (a)	\$ 211.00	\$ 308.00	\$ 193.00	\$ 159.00
(d) Percentage change in BRL per ADA: (c) divided by (b)	3.79%	5.25%	3.18%	2.56%
(e) Less: Deficit (percentage), if applicable	0.991%	0.000%	0.000%	0.000%
(f) Current-Year BRL per ADA with Deficit: (b) minus (e)	\$ 5,505.18	\$ 5,868.29	\$ 6,061.29	\$ 6,220.29
(g) Change in BRL per ADA with Deficit: (f) minus (a)	\$ 155.89	\$ 308.00	\$ 193.00	\$ 159.00
(h) Percentage Change in BRL per ADA with Deficit: (g) divided by (f)	2.83%	5.25%	3.18%	2.56%
(i) Total Compensation Percentage Increase (Page 1, Section A, Line 5)		5.50%	10.10%	10.68%
(j) Proposed agreement is within/(exceeds) change in deflated BRL: (h) minus (i)		-0.25%	-6.92%	-8.12%

Provide an explanation if the total settlement percentage increase is greater than the percentage change in deflated BRL per ADA :

**L. CERTIFICATION No. 1 of 2**

To be signed by the District Superintendent upon submission to the Governing Board and by the Board President upon formal Board action on the proposed agreement.

*The information provided in this document summarizes the financial implications of the proposed agreement and is submitted to the Governing Board for public disclosure of the major provisions of the agreement (as provided in the "Public Disclosure of Proposed Collective Bargaining Agreement") in accordance with the requirements of AB 1200 and Government Code Section 3547.5. The budget revisions, as itemized in Section G pages 3-4 and included in Column 2 of pages 5a-g and Columns B and D of pages 7a-c, are necessary to meet the costs of the agreement in each year of its term. The district must submit, to the County Superintendent of Schools, the budget revisions necessary to fulfill the terms of this agreement within 45days (EC42142) or the next interim report (GC 3547.5 c), whichever comes first.*

\_\_\_\_\_  
District Superintendent (or Designee) Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Casey J. Goodall, Assistant Superintendent for Business

\_\_\_\_\_  
(209) 830-3230 ext. 1101

\_\_\_\_\_  
Contact Person

\_\_\_\_\_  
Phone Number

After public disclosure of the major provisions contained in this Summary, the Governing Board, at its meeting on  
February 14, 2006, took action to approve the proposed Agreement with the

Tracy Educators Association (TEA) Bargaining Unit and acknowledges  
that the budget revisions as itemized in Section G pages 3-4 and included in Column 2 of pages 5a-g and Columns B  
and D of pages 7a-c are necessary to meet the costs of the agreement in each year of its term. The district must submit,  
to the County Superintendent of Schools, the budget revisions necessary to fulfill the terms of this agreement within  
45days (EC42142) or the next interim report (GC 3547.5 c), whichever comes first.

\_\_\_\_\_  
President (or Clerk), Governing Board Signature

\_\_\_\_\_  
Date

**Special Note:** The San Joaquin County Office of Education may request additional information, as necessary, to review the district's compliance with requirements.

**M. CERTIFICATION No. 2 of 2**

This certification must be signed by the District Superintendent and Chief Business Official at the time of Public Disclosure.

<p><i>In accordance with the requirements of Government Code Section 3547.5 (b), the Superintendent and Chief Business Official of</i></p> <p><i>Tracy Unified School District,</i></p> <p><i>hereby certify that the District can meet the costs incurred under this agreement between the District and the Tracy Educators Association (TEA) Bargaining Unit for the current and subsequent fiscal years.</i></p> <p>The budget revisions necessary to meet the cost of the agreement in the current year are itemized on page 3 in Section G 1. and included in Column 2 page(s) 5a through 5g of this disclosure. The budget revisions necessary to meet the cost of this agreement in each subsequent year of this agreement are itemized on page 4 in Section G 2 and 3 and are included in columns B and D of pages 7a through 7c of this disclosure.</p>	
District Superintendent Signature	Date
Chief Business Official Signature	Date