

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

**NOTICE**  
**REGULAR MEETING OF THE GOVERNING BOARD**

**TRACY UNIFIED SCHOOL DISTRICT**

**DATE: TUESDAY, NOVEMBER 13, 2007**

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

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

**A G E N D A**

**1. Call to Order**

**2. Roll Call – Establish Quorum**

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

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

**3.1 Educational Services:**

**3.1.1 Findings of Facts: #FF07-08/14, 20, 24, 27, 28, 29, 31, 36, 38, 39, 40**

**3.1.2 Application for Reinstatement: #AR07-08/2, 3, 4, 5, 6**

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

**3.1.3 Early Graduation: WHS #10214658**

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

**3.1.4 Conference with Legal Counsel – Existing Litigation  
(G.C. 54956.9(a))**

*McElroy v. TUSD, et al.,.*

U.S. District Court, No. 2:07-CV-00086-MCE-EFB

**3.2 Human Resources:**

**3.2.1 Consider Leave of Absence Request for Classified Employee #UCL-107,  
Pursuant to Article XXIII**

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

**3.2.2 Consider Leave of Absence Request for Certificated employee #UC-518,  
Pursuant to Article XX**

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

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

4. **Adjourn to Open Session**

5. **Call to Order and Pledge of Allegiance**

6. **Closed Session Issues:**

6a Action on Findings of Fact # FF07-08/14, 20, 24, 27, 28, 29, 31, 36, 38, 39, 40

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

6b Report Out of Action Taken on Application for Reinstatement: #AR07-08/ 2, 3, 4, 5, 6

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

6c Report Out of Action Taken on Early Graduation: WHS #10214658

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

6d Report Out of Action Taken on Consider Leave of Absence Request for Classified

Employee #UCL-107, Pursuant to Article XXIII

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

6e Report Out of Action Taken on Consider Leave of Absence Request for Certificated

Employee #UC-518, Pursuant to Article XX

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

7. **Approve Regular Minutes of October 23, 2007.**

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

1-6

8. **Student Representative Reports: None.**

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

9.1 Recognize the Outstanding Employees of the Fall Term for the 2007-08 School Year

9.2 George Kelly 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:**
    - 11.1.1 Receive Update on High School Attendance Boundary Committee 8-10
  - 11.2 **Educational Services:** None.
  - 11.3 **Human Resources:**
    - 11.3.1 Receive Human Resources Department Report for the 2006-2007 School Year 11
12. **PUBLIC HEARING:** None.
13. **Consent Items:** Actions proposed for consent are consistent with the approved practices of the district and are deemed routine in nature. Trustees receive board agenda background information in advance of scheduled meetings and are prepared to vote with knowledge on the consent items.  
**Action:** Motion\_\_\_; Second\_\_\_ **Vote:** Yes\_\_\_; No\_\_\_; Absent\_\_\_; Abstain\_\_\_
  - 13.1 **Administrative & Business Services:**
    - 13.1.1 Ratify Routine Expenditures and Notice of Completions Which Meet Criteria for Board Review and Approval 12-15
    - 13.1.2 Ratify Measure E Related Expenditures and Notice of Completions Which Meet Criteria for Board Review and Approval 16-18
    - 13.1.3 Authorize the Associate Superintendent for Business Services to Enter Into Agreement with Edward J. McCrary to Provide Bus Driver Trainer Services 19-21
    - 13.1.4 Approve Monthly Budget Adjustment Report October, 2007 22-26
    - 13.1.5 Approve Revolving Cash Fund Reports for October, 2007 27-30
    - 13.1.6 Approve Accounts Payable Warrants Reports for October, 2007(Separate Cover) 31
    - 13.1.7 Approve Assembly Vendors and Site Assembly Utilization Calendars 32-34
    - 13.1.8 Accept Donations 35-36
  - 13.2 **Educational Services:**
    - 13.2.1 Approve Agreement for Special Contract Services with Conscious Teaching LLC to Facilitate a Conscious Classroom Management Workshop at the District Staff Development Buy Back Day on January 30, 2008 37-39
    - 13.2.2 Approve Overnight Travel for Williams Middle School 8<sup>th</sup> Grade Students to Attend Science Camp at Sierra Outdoor School December 17-20, 2007 40-42

13.2.3	Approve Overnight Travel for Tracy High School Varsity Girls' Basketball Team to Participate in the San Luis Obispo/Morro Bay High School Basketball Tournament in San Luis Obispo	43
13.2.4	Approve Overnight Travel for Tracy High School Virtual Enterprise Students to Attend a Trade Fair in Bakersfield on November 27-28, 2007	44
13.2.5	Ratify Contract with Suzan Allen, OT	45-47
13.2.6	Ratify Contract with James Wakefield, Ph.D. for Bilingual Assessment	48-50
13.2.7	Ratify Contract with Therapeutic Pathways, Inc. for Consultation Services	51-57
13.2.8	Ratify Contract with The Speech Path	58-60
13.2.9	Approve Out-of-State Travel to Redmond, WA, for Cindy Minter to Attend Microsoft's US Public Section CIO Summit, February 26-29, 2008	61
13.2.10	Approve School Site Single Plans for Student Achievement and Site Categorical Budgets for 2007/2008 School Year	62
13.2.11	Approve Agreement for Special Contract Services with Kendra Willis, CEO, for Career Pro Staffing Services to Provide Five (5) Teen Employment Workshops on November 26, December 3, December 10, December 17 and December 18, 2007, at George and Evelyn Stein High School	63-65
13.2.12	Receive Annual Williams Report for the Fiscal Year 2007-08	66-73
13.3	<b>Human Resources:</b>	
13.3.1	Approve Classified, Certificated and/or Management Employment	74-76
13.3.2	Accept Resignations/Retirements/Leaves of Absence for Classified, Certificated, and/or Management Employment	77

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

**14.1 Administrative & Business Services:**

14.1.1	Adopt Resolution No. 07-12 of the Board of Education of the Tracy Joint Unified School District Relating to Issuance of Tax Allocation bonds by the Tracy Community Development Agency to Finance Improvements to Certain District Schools	78-80
<b>Action:</b>	Motion___; Second___. <b>Vote:</b> Yes___; No___; Absent___; Abstain__.	
14.1.2	Approve Agreement with Rainforth Grau Architects for a Master Plan Study of the Facilities at Tracy High School	81-87
<b>Action:</b>	Motion___; Second___. <b>Vote:</b> Yes___; No___; Absent___; Abstain__.	
14.1.3	Authorize District Staff to Prepare Jurisdictional Maps for Future School Facilities Improvement District (SFID)	88
<b>Action:</b>	Motion___; Second___. <b>Vote:</b> Yes___; No___; Absent___; Abstain__.	
14.1.4	Adopt Resolution No. 07-11 Approving a Facilities Lease, a Site Lease and General and Supplementary Construction Conditions for the Acquisition of the Kimball High School Facility Project (Report)	89-132
<b>Action:</b>	Motion___; Second___. <b>Vote:</b> Yes___; No___; Absent___; Abstain__.	
14.1.5	Approve Agreement for Leave of Relocatable Structures by and Between San Joaquin Delta Community College and Tracy Unified School District	133-13
<b>Action:</b>	Motion___; Second___. <b>Vote:</b> Yes___; No___; Absent___; Abstain__.	



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

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

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

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

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

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

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

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

**14.2 Educational Services:**

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

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

**14.3 Human Resources: None.**

**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** November 27, 2007

**17.2** December 11, 2007

**17.3** January 8, 2008

**17.4** January 22, 2008

**18. Upcoming Events:**

**18.1** November 19-23, 2007

**Thanksgiving Break - Traditional**

**18.2** November 21-23, 2007

**Thanksgiving Break - YRE**

**18.3** December 22- January 6, 2008

**Winter Break**

**18.4** January 21, 2008

**No School, MLK Day**

**18.5** January 30, 2008

**No School, Buy Back Day**

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

**Minutes of  
Regular Meeting of the Governing Board  
For Tracy Unified School District  
Held on Tuesday, October 23, 2007**

- 5:30 PM:** Vice-President Vaughn called the meeting to order and adjourned to closed session.
- Roll Call:** Board: J. Feller, T. Guzman, T. Hawkins, K. Lewis, B. Swenson, J. Vaughn  
Absent: G. Crandall  
Staff: J. Franco, J. Mousalimas, C. Goodall, S. Harrison, B. Etcheverry.
- 7:05 PM:** Vice-President Vaughn called the Tracy Unified School District Board of Education to order and led those present in the Pledge of Allegiance.
- Closed Session:** **6a** Action on Findings of Fact # FF07-08/ 16, 17, 18, 19, 21, 23  
**Action:** Lewis, Guzman. **Vote:** Yes-6; No-0; Absent-1(Crandall).  
**6b** Report Out of Action Taken on Application for Reinstatement: #AR07-08/1  
**Action: Vote:** Yes-6; No-0; Absent-1(Crandall)  
**6c** Report Out of Action on Waiver of Expulsion: #WE07-08/3  
**Action: Vote:** Yes-6; No-0; Absent-1(Crandall)
- Employees Present:** C. Minter, N. Link, L. Beeso, P. Hall, D. Wakefield, S. Sievers, K. Fistolera, M. Belasco, M. Simas
- Press:** B. Brownne (Tracy Press)
- Visitors Present:** A. Bassett
- Minutes:** **Approve Regular Minutes of October 9, 2007.**  
**Action:** Feller, Hawkins. **Vote:** Yes-6; No-0; Absent-1(Crandall)
- Student Representative Reports:** Stein: Pooja Kaur reported that they have selected the "grizzly" for their mascot and their colors are black and gold. They've enrolled six new students this month. The Earth Science class is working on a "hands on" projects. On October 6<sup>th</sup> they had a carwash for the Key Club and raised approximately \$200.00. During the week of October 8-12 some students went to science camp as cabin leaders for Hawkins School. They will have a field trip for 40 students for the English classes to go to Delta College and will watch five mini plays and will get a tour of the campus. She attended the sustainability project meeting this month which is focused on saving energy and helping the

environment.

West High: Naficeh Dastgheyb reported that West High has just finished homecoming week. First place for floats was tied between the seniors and juniors. The Key club and Interact teamed together and picked up trash after the parade. Several clubs were involved in the parade. Key club is currently working on Unicef. CSF is having a canned food drive to support the McHenry House. She attended a SPIRIT meeting. The bathrooms are still a problem, but have improved from last year. Trash on campus has also improved. A tardy task force has been organized to find out alternative methods to support room and will hopefully get this working by the third quarter. The new guidelines for dances are in place and she will bring a copy to the next meeting.

Tracy High: Alaina Bassett reported that the IB certificate and diploma candidates have signed up for testing in the springtime. The Ag science seniors are going to turn in their senior projects tomorrow which range from building a surf board to plastic surgery. Tracy High is excited to have finished the 1<sup>st</sup> quarter. The drama club will be performing "Moon Over Buffalo". The choir will be performing in China at the Olympics and the FFA is going to Indianapolis to participate in the national convention. The football team has won their last 2 games and will play Franklin this Friday. Homecoming was an extremely successful event and the Juniors won the powder puff game. Even though it rained on their parade, it didn't dampen the Tracy High spirit. The game was a little wet, but they won. The dance had high attendance even with the weather. They are geared up for Red Ribbon Week and the Freshman tailgate to finish season.

## **Recognition & Presentation:**

### **9.1 Recognize and Congratulate Tracy High School Students Victoria Castaneda and James Wang for Being Winners in the 2007 National Council of Teachers of English (NCTE) Writing Contest**

Assistant Superintendent of Educational Services, Dr. Sheila Harrison, recognized Tracy High students, Victoria Castaneda and James Wang. They are winners of the writing program which encourages high school students in their writing. A team of English teachers chose student winners. 595 students were selected as outstanding writers from the 50 states, Canada, and the Virgin Islands.

### **9.2 Villalovoz Elementary School Site Update on Achievements & Activities**

Principal, Lisa Beeso, presented a power point on the success of Villalovoz which included their academic scores, ELL rotations, EXCEL data teams, student council, conflict managers and assemblies. They have had a 97.5 attendance rate for the past few months. Students have enjoyed the CATCH program.

### 9.3 Central Elementary School Site Update on Achievements & Activities

Principal, Nancy Link, and teacher, Jennifer Tiffany, along with students reviewed instructional strategies and demonstrated a story.

#### Hearing of Delegations

None.

#### Information & Discussion Items:

##### 11.1 Administrative & Business Services:

##### 11.1.1 Receive October Report on Enrollment

Associate Superintendent for Business Services, Dr. Casey Goodall, reviewed the enrollment numbers. Our enrollment count is down approximately 251 students from last year.

##### 11.1.2 Receive Update on Electronic School Board Agenda

Associate Superintendent for Business Services, Dr. Casey Goodall, presented a power point on the costs and other alternatives to electronic school board.

##### 11.2 Educational Services:

##### 11.2.1 Receive Update on Quarterly Williams Uniform Complaint Reports for Quarter Ending October 15, 2007

There were no cases to report.

Trustee Feller left the meeting at 8:13 p.m. and did not return.

##### 11.3 Human Resources:

##### 11.3.1 Receive Report on Timeline For John Kimball High School

Assistant Superintendent of Human Resources, Jamie Mousalimas, presented a power point which showed a tentative planning timeline for Kimball High School.

#### Public Hearing:

None.

#### Consent Items:

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

##### 13.1 Administrative & Business Services:

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

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

- 13.1.3 Acknowledge Report on Heating, Ventilation and Air Conditioning Preventive Maintenance Program
- 13.1.4 Acknowledge Report on Summer Grounds Work
- 13.1.5 Approve Assembly Vendors and Site Assembly Utilization Calendars
- 13.1.6 Authorize Associate Superintendent for Business Services to Enter into Agreement to Donate Obsolete and Surplus Phone Equipment to Sacramento City Schools
- 13.1.7 Approve Monthly Budget Adjustment Report-September, 2007
- 13.1.8 Approve Revolving Cash Fund Reports for September, 2007
- 13.1.9 Approve Accounts Payable Warrants Reports for September, 2007 (Separate Cover Item)
- 13.1.10 Approve Consultant Agreement with Donna Covey, Education Consultant and Administrative Coach, to Provide District Staff with an Overview of the Process for Opening a New High School, the Scope of Work and Timeline
  
- 13.2 **Educational Services:**
  - 13.2.1 Ratify Contract with Theresa Fagundes – Speech, Language and Communication Center
  - 13.2.2 Approve Contract with Psychology Learning and You (Cheryl Markowitz) for Autism Consultation and Training in the Preschools
  - 13.2.3 Ratify Agreement with Assistive Technology Research Clinics, Stanford University Medical Center for Special Contract Services
  - 13.2.4 Ratify Contract with Michelle Kirchner for Speech/Language Pathologist Services
  - 13.2.5 Approve Overnight Travel for Tracy High School Choir Delegates to Attend 2008 Beijing Choral Salute with Anna Hamre in Beijing, China from March 14-23, 2008
  - 13.2.6 Ratify Contract with Cheryl Markowitz of Psychology, Learning and You (PLAY) for Autism Consultation
  - 13.2.7 Ratify Contract with the Speech Pathology Group, Inc.
  - 13.2.8 Approve Overnight Travel for Nisla Fonseca and Victoria Geibig to Attend the IB Teacher Training Workshop, Spanish B, Level 2, IBNA, New York, From Thursday, February 21, Through Sunday, February 24, 2008
  - 13.2.9 Approve Contract with Caballo Online Scoring Systems for Scoring of CELDT (California English Language Development Tests) for Williams School
  
- 13.3 **Human Resources:**
  - 13.3.1 Approve Classified, Certificated and/or Management Employment

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

**Action Items:**

**14.1 Administrative & Business Services:**

- 14.1.1** Approve City of Tracy Mitigation Fees and Infrastructure Costs of Kimball High School Project on Lammers Road

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

- 14.1.2** Approve Agreement for Demographic Consulting Services with Davis Demographics and Planning, Inc.

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

- 14.1.3** Approve Schematic Design of the West High School Theater and Authorize Rainforth Grau Architects to Move Forward with Construction Documents

(Rainforth Grau presented a power point on the project and reviewed the floor plan).

This item was moved up on the agenda.

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

- 14.1.4** Adopt Board Policy 5116 School Attendance Boundaries (First Reading).

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

**14.2 Educational Services:**

- 14.2.1** Accept Grant Under Senate Bill 1209 Certificated Staff Mentoring Program (CSMP)

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

**14.3 Human Resources:**

- 14.3.1** Authorize Hiring High School Principal for Kimball High School

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

- 14.3.2** Approve Revisions to Administrative Regulation 4151, Salary Guides

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

- 14.3.3** Approve a 30-year, 2.5% Longevity Pay Increment for Tracy Schools Management Association (TSMA) Employees

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

**Board Reports:**

Trustee Guzman passed. Trustee Lewis attended the CIF, San Joaquin Section meeting on October 17<sup>th</sup>. They didn't know about Kimball High School. He would like a principal or assistant principal to attend these meetings along with the athletic directors. Trustee Swenson passed. Trustee Hawkins passed. Trustee Vaughn met with Denise last week

regarding some of the Measure E projects. He enjoyed the presentation on the West High Theater and the way we are saving money by adding classrooms.

**Superintendent  
Report:**

Dr. Franco offers condolences to Lynn Patteson's family. She retired from the District last year and passed away this past week. She will be remembered as a caring and dedicated teacher in our District. Tickets are available for the play at Tracy High "Moon over Buffalo". Some of the stars of this play are seniors and it should be a good show. We have started the lunchtime speaker program at the high schools. On Monday, Kendra Willis gave a motivational speech to the seniors at Stein High School. We will be featuring other speakers throughout the year including, Lynn Hawkins, Monica Guterrez, and Lt. Wade Harper. The Leadership Conference will be held on January 30<sup>th</sup> this year.

**9:00 PM  
Adjournment.**

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Tom Hawkins, Clerk

Date



# HUMAN RESOURCES MEMORANDUM

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**TO:** Dr. James Franco, Superintendent  
**FROM:** James Mousalimas, Assistant Superintendent  
**DATE:** November 2, 2007  
**SUBJECT:** Recognize the Outstanding Employees of the Fall Term for the 2007-08 School Year

**BACKGROUND:**

Three times each school year, nominations for outstanding employees are solicited from staff. A selection committee composed of two administrators, one classified/confidential representative, two certificated representatives and one classified representative review the nominations and make the selections. This is the 24th 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 Marta Camara (K-5), Kim Bacchetti (6-8), and Ignacio Rodriguez (9-12) as Outstanding Classified employees; Maricela Morelos-Bedolla (K-5), Rebecca Herrick (6-8), and Amanda Bowman (9-12) as Outstanding Certificated employees; and Maggie Pedersen as Outstanding Classified Management employee for the Fall Term of the 2007-08 school year.

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





# BUSINESS SERVICES MEMORANDUM

**To:** Jim Franco, Superintendent  
**From:** Casey Goodall, Associate Superintendent for Business Services  
**Date:** November 5, 2007  
**Subject:** Receive Update on High School Attendance Boundary Committee

**BACKGROUND:** The Tracy Unified School District plans to open the John C. Kimball High School in August of 2009. Adding this third school will allow the district to balance enrollment, alleviate over-crowding, and implement the Board adopted high school enrollment capacity guidelines. Opening the third comprehensive high school will require that the two existing high school boundaries be readjusted into three attendance boundaries district-wide.

**RATIONALE:** The Boundary Committee will analyze enrollment projections for the high schools and consider school capacity issues when proposing new attendance boundaries for West High School, Tracy High School, and John C. Kimball High School. The Committee will present the recommendation to the Superintendent, who will present the report to the Board for consideration.

**FUNDING:** N/A

**RECOMMENDATION:** Receive Update on High School Attendance Boundary Committee

**Prepared by:** Casey Goodall – Associate Superintendent for Business Services

# DRAFT

## TRACY UNIFIED SCHOOL DISTRICT BOUNDARY COMMITTEE

### BACKGROUND:

The Tracy Unified School District plans to open the John C. Kimball High School in August of 2009. Adding this third school will allow the district to balance enrollment, alleviate over-crowding, and implement the Board adopted high school enrollment capacity guidelines. Opening the third comprehensive high school will require that the two existing high school boundaries be readjusted into three attendance boundaries district-wide.

### MEMBERSHIP:

The committee will consist of the following participants:

- |    |  |
|----|--|
| 1  | Assistant Superintendent of Human Resources – Facilitator (non-voting)   |
| 1  | Associate Superintendent for Business Services - Chair   |
| 1  | Assistant Superintendent for Educational Services  |
| 2  | 1 Principal or VP from each High School  |
| 1  | Director of Facilities   |
| 1  | Director of Student Services   |
| 1  | Director of Transportation   |
| 6  | 1 Parent from each of Tracy Unified School District K-8 & 6-8 schools  |
| 5  | 1 Parent or Administrator from each K-8 feeder district school (Jefferson, Lammersville, Banta, New Jerusalem, Mountain House) |
| 1  | CSEA rep   |
| 1  | TEA rep  |
|    |  |
| 21 | Total  |

### COMMITTEE CHARGE

The Boundary Committee will analyze enrollment projections for the high schools and consider school capacity issues when proposing new attendance boundaries for West High School, Tracy High School, and John C. Kimball High School. The Committee will present the recommendation to the Superintendent, who will present the report to the Board along with the Superintendent's recommendation for consideration.

### SPECIFIC RESPONSIBILITIES:

1. The boundary committee will review the school facilities goals and policies adopted as part of the Comprehensive School Facilities Capital Improvement and Finance Plan.
2. The committee will establish and prioritize criteria and determine the pertinent factors to be considered while establishing proposed new school boundaries.
3. The committee will review school capacities and enrollment projections.
4. The committee will develop a report for the Superintendent that adequately reflects their consensus regarding proposed boundaries which take into consideration all of the above factors as well as the following important variables:

## DRAFT

- a. School enrollment data, including declining enrollment patterns. The boundary plan must achieve a long-term balance of enrollment to capacity at all three schools. The boundary plan should minimize the potential of future boundary changes on projected growth.
- b. Facility capacity and design, including potential commercial and residential developments.
- c. School feeder patterns, including maintaining, to the extent practicable, continuity of student attendance.
- d. Federal, state, or court mandates.
- e. Community input.
- f. Student safety.
- g. Transportation capacity. The boundary plan should minimize transportation time and cost.
- h. Community and neighborhood identity. Attendance areas should be as contiguous as possible in order to maintain community identity and the neighborhood school concept.
- i. Geographic features of the district, including traffic patterns.
- j. Educational programs, such as magnet schools and charter schools.
- k. Consistency between municipal boundaries and high school boundaries.
- l. Demographic balance.

### REPORTING PROCESS:

The boundary committee report will be delivered to the Superintendent, prior to review by the Board of Trustees.

### SCHEDULE OF MEETINGS:

The committee will commence work in mid-January, will meet every two weeks, and will present their recommendation to the Superintendent no later than March 28, 2008.

Two community meetings will be conducted during the month of April, one at each comprehensive high school. The results of these community meetings will be included in the Superintendent's report to the School Board.



# HUMAN RESOURCES MEMORANDUM

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**TO:** Dr. James Franco, Superintendent  
**FROM:** James Mousalimas, Assistant Superintendent of Human Resources *Jm*  
**DATE:** November 2, 2007  
**SUBJECT:** Receive Human Resources Department Report for the 2006-2007 School Year

**BACKGROUND:** The Human Resources Department provides a range of services to the Tracy Unified School District. The services include staff recruitment, hiring, contract negotiations, evaluations, training, credentialing, workers compensation, leaves of absence, etc.

**RATIONALE:** The Human Resources Department will present an annual report to the Board of Trustees to provide information on the status of the department. The report will focus on the services provided and review previous year's data.

**FUNDING:** None.

**RECOMMENDATION:** Receive Human Resources Department Report for the 2006-2007 School Year

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



# BUSINESS SERVICES MEMORANDUM

**To:** James Franco, Superintendent

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

**Date:** November 2, 2007

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

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

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

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

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

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

Prepared by: Casey Goodall, Associate Superintendent of Business Services

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

---

A. Vendor: Finney's Flooring  
Site: Bohn Elementary School  
Item: Proposal  
Services: Contractor to prepare existing floor and provide and install new carpet/VCT at multipurpose stage & stairs.  
Cost: \$7,786.00  
Project Funding: Deferred Maintenance Fund

---

B. Vendor: Finney's Flooring  
Site: Central School  
Item: Proposal  
Services: Contractor to prepare existing floor and provide and install new sheet vinyl in both staff restrooms.  
Cost: \$2,693.00  
Project Funding: Deferred Maintenance Fund

---

C. Vendor: Finney's Flooring  
Site: Tracy High School  
Item: Proposal  
Services: Contractor to prepare existing floor and provide and install new carpet/vinyl in room #45.  
Cost: \$7,110.00  
Project Funding: Deferred Maintenance Fund

---

D. Vendor: Finney's Flooring  
Site: Monte Vista Middle School  
Item: Proposal  
Services: Contractor to prepare existing floor and provide and install new carpet in staff lounge.  
Cost: \$3,546.00  
Project Funding: Deferred Maintenance Fund

---

E. Vendor: Finney's Flooring  
Site: Monte Vista Middle School  
Item: Proposal  
Services: Contractor to prepare existing floor and provide and install new carpet in library.  
Cost: \$7,858.00  
Project Funding: Deferred Maintenance Fund

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F. Vendor: Finney's Flooring  
Site: Monte Vista Middle School  
Item: Proposal  
Services: Contractor to prepare existing floor and provide and install new flooring at multipurpose stage & stairs.  
Cost: \$4,153.00  
Project Funding: Deferred Maintenance Fund

---

G. Vendor: RGM and Associates  
Site: Various School Sites  
Item: Professional Service Work Order/Amendment to Agreement  
Services: Construction manager shall provide construction management services in connection with Energy Management Conversion project at various (6) school sites.  
Original Contract: \$20,000.00 NTE  
Project Funding: Deferred Maintenance, Redevelopment, Unrestricted Facilities Funds

---

H. Vendor: Quality Service, Inc.  
Site: Delta Island School  
Item: Agreement  
Services: Contractor shall design, build, and install a water treatment system in accordance with EPA (including arsenic), State and County requirements; and remove all existing equipment.  
Original Contract: \$280,000.00  
Project Funding: Deferred Maintenance/Williams Reimbursement

---

I. Vendor: Pacific Power & Systems, Inc.  
Site: Williams Middle School & Central Elementary School  
Item: Notice of Completion  
Services: Contractor installed fire and intrusion alarm system upgrade throughout each school site.  
Original Contract: \$424,000.00 Change Order: \$0.00 Total Amount: \$424,000.00  
Project Funding: Central – Deferred Maintenance/Williams Reimbursement and Williams – Developer Fees and State School Building Fund (SSBF)

---

J. Vendor: Continuing Development Incorporated  
Site: Jacobson School  
Item: Addendum # 1  
Services: Continuing Development Incorporated (CDI) has child care facilities on a number of TUSD properties, including one facility on the Jacobson ES campus. CDI has requested permission to add a second facility on the Jacobson campus. The amended contract will add \$2,400.00 annually for the additional building.  
Original Contract: \$4,800.00 Amendment: \$2,400.00 New Amount: \$7,200.00  
Project Funding: The agreement provides ongoing revenue of \$2,400.00 per building per year

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K. Vendor: Clearvue, Inc.  
Department: Financial Service  
Item: Contract  
Services: TUSD utilizes the services of a contracted provider for services such as monitoring analyzing, report preparation and audit functions for which there is no trained district staff available.  
Cost: Not to exceed \$ 19,000.  
Funding: The services of Clearvue, Inc. are budgeted as a critical and essential district expense.

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B. Vendor: School Services of California  
Department: Financial Service  
Item: Proposal  
Services: Provide a customized in-service to site administrators regarding management of site budgets, including all categorical resources. Facilitate meeting with the District management team to review and provide a customized Building a Better Budget in-service that will include basic information regarding major categorical programs, tips and suggestions. Analyze the District's categorical budgets and strategic plan for alignment and offer suggestions for improvement.  
Cost: \$15,000 plus necessary expenses  
Funding: The services of School Services of California would be paid by General Fund

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# BUSINESS SERVICES MEMORANDUM

**To:** James Franco, Superintendent

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

**Date:** November 2, 2007

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

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

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

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

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

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

Prepared by: Casey Goodall, Associate Superintendent of Business Services

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

---

A. Vendor: Preston Pipelines  
Site: Tracy High School – 40 Classroom Building  
Item: Proposal  
Services: Contractor to conduct additional site investigations and exploratory excavations due to unknown conditions on the site. Work to be performed on Saturday, 9/15/07, while school is not in session.  
Cost: \$4,432.00  
Project Funding: Local Bond Funds and State School Building Fund (SSBF)

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Vendor:

B. Vendor: RGA Environmental, Inc.  
Site: Tracy High School – 40 Classroom Building  
Item: Proposal  
Services: Environmental consultant to provide work plan for asbestos abatement and/or lead containing paint removal on storage building to be demolished.  
Cost: \$2,500.00  
Project Funding: Local Bond Funds and State School Building Fund (SSBF)

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C. Vendor: Roebbelen Contracting, Inc.  
Site: Tracy High School – 40 Classroom Building  
Item: Change Order  
Services: Contractor to provide infrastructure for vapor recovery system.  
Cost: \$60,989.00  
Project Funding: Local Bond Funds and State School Building Fund (SSBF)

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D. Vendor: California Department of Education  
Site: Tracy High School – 40 Classroom Building  
Item: Fee  
Services: CDE to provide review of plans and specifications.  
Cost: \$14,700.00  
Project Funding: Local Bond Funds and State School Building Fund (SSBF)

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E. Vendor: Warren Land Surveying, Inc.  
Site: Tracy High School – Modernization  
Item: Proposal  
Services: Contractor to provide camera services to investigate sewer line at THS.  
Cost: \$1,450.00  
Project Funding: Local Bond Funds and State School Building Fund (SSBF)

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F. Vendor: Roebbelen Contracting, Inc.  
Site: West High School – Stadium & Pool Complex  
Item: Change Order  
Services: Contractor to perform various services in connection with the pool/stadium project, including additional long jump pit and paving under bleachers.  
Cost: \$33,392.00  
Project Funding: Local Bond Funds and State School Building Fund (SSBF)

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G. Vendor: Southern Bleacher Construction Company  
Site: West High School – Stadium & Pool Complex  
Item: Change Order  
Services: Contractor to provide an additional window to press box.  
Cost: \$4,059.00  
Project Funding: Local Bond Funds and State School Building Fund (SSBF)

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H. Vendor: WLC Architects  
Site: West High School – Stadium & Pool Complex  
Item: Amendment to Professional Services Fee  
Services: Architectural services fee was originally calculated based upon estimated costs. Increase to fee based upon actual bid results.  
Cost: \$118,930.60  
Project Funding: Local Bond Funds and State School Building Fund (SSBF)

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**TRACY**  
UNIFIED SCHOOL DISTRICT

# BUSINESS SERVICES MEMORANDUM

**TO:** Dr. James Franco, Superintendent  
**FROM:** Dr. Casey Goodall, Associate Superintendent for Business  
**DATE:** November 1, 2007  
**SUBJECT:** Authorize the Associate Superintendent for Business Services to Enter into Agreement with Edward J. McCrary to Provide Bus Driver Trainer Services

**BACKGROUND:** On March 27<sup>th</sup>, staff reported that 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 required additional routes. These trends are in addition to the multi-year trend the District has experienced in which fully qualified bus drivers have not been available to fill vacant driving positions. At that time, the board authorized additional staffing and equipment to facilitate meeting transportation needs next school year.

John Heerema is the only qualified driver trainer currently available in the District. For the bulk of the 2006-07 and 2007-08 years, John has been providing additional training services in addition to managing the Department. In May the Board authorized entering into an agreement with Mr. Edward J. McCrary to provide additional driver training and to expedite getting drivers qualified to drive busses. Mr. McCrary is the Director of Transportation for the Palmdale Unified School District. He is fully qualified to provide this training, and will be available in the next several months to supplement our training program.

Since beginning his work in July, Mr. McCrary has completed 3 series of classroom training and completed behind the wheel on two applicants. John Heerema has completed behind the wheel on one additional trainee and started on two others.

**RATIONALE:** Currently, ten drivers are being trained and six driver positions are being filled. Each trainee requires approximately 25-30 hours of classroom (multiple employees at one time) and approximately 25-30 hours of behind the wheel training per person to complete the training. Additional training time from Mr. McCrary will expedite the remaining training.

**FUNDING:** Training services will be provided at \$35/hour. The training will not exceed 200 hours. This will be a one time cost as the Transportation Department is preparing an existing employee to attend the CHP Academy. This will be funded from the current Driver Trainer/Dispatcher positions.

**RECOMMENDATION:** Authorize the Associate Superintendent for Business Services to Enter into Agreement with Edward J. McCrary to Provide Bus Driver Trainer Services.

**Prepared by:** John Heerema, Director of Transportation

# 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 Edward McCrary, 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: Bus Driver Training
2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 200 ( ) HOURS DAY(s) (circle one), under the terms of this agreement at the following location: Transportation office
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
  - a. District shall pay \$ 35<sup>00</sup> per HOUR DAY/FLAT RATE (circle one), not to exceed a total of \$ 7,000. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
  - b. District [ ] SHALL; [☒] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the district rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ 0 for the term of this agreement.
  - c. District shall make payment on a [☒] MONTHLY PROGRESS BASIS, [ ] SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.
4. The terms of the agreement shall commence on \_\_\_\_\_, 2003, and shall terminate on 11/14, 2004.
5. This agreement may be terminated at any time during the term by either party upon 10 day's written notice.
6. Contractor shall contact the District's designee, John Herrera at (209) 830-3214 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.
7. The parties intend that an independent contractor relationship be created by this contract and District assumes no responsibility for workers' compensation liability. District likewise assumes no responsibility for liability for loss, damage, or injury to person(s) or property resulting from, or caused by, the contractor's activities during or relating to the performance of service under this Agreement.

Contractor agrees to hold harmless and to indemnify District for:

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

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

AGREED:

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Address

Casey Goodall  
Tracy Unified School District

11/14/07  
Date

Associate Superintendent, Business  
Title

Transp. / Vacant Position  
Account Number to be Charged

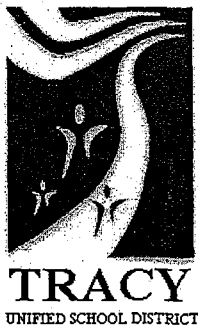
\_\_\_\_\_  
Department/Site Approval

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

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

Send all copies to the Business Office:

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



# BUSINESS SERVICES MEMORANDUM

---

**TO:** Dr. James Franco, Superintendent

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

**DATE:** November 1, 2007

**SUBJECT:** Approve Monthly Budget Adjustment Report-October, 2007

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

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

**FUNDING:** N/A

**RECOMMENDATION:** Approve Monthly Budget Adjustment Report

FCR270  
OCTOBER 2007 BUDGET ADJ REPORT

SAN JOAQUIN COUNTY OFFICE OF EDUCATION  
BUDGET ADJUSTMENT REPORT  
FROM DATE 10/01/2007 TO DATE 10/31/2007

#J7989

PAGE: 1  
11/01/2007

75 Tracy Jt. Unified School Dist.

Restricted and Unrestricted

FISCAL YR: 08

FUND	OBJECT	DESCRIPTION	ADOPTED BUDGET	REVISED BUDGET	BUDGET ADJUSTMENTS	REVISED BUDGET
01	1100	TEACHERS' SALARIES	54,337,474.00	54,644,069.00	54,397.00	54,698,466.00
	1200	CERT PUPIL SUPPORT SALARIES	2,765,709.00	2,775,866.00	.00	2,775,866.00
	1300	CERT SUPRVRS' & ADMINS' SAL	5,165,242.00	5,164,734.00	2,698.00	5,167,432.00
	1900	OTHER CERTIFICATED SALARIES	1,172,025.00	1,219,923.00	3,771.00	1,219,694.00
	2100	INSTRUCTIONAL AIDES' SALARIES	3,816,042.00	3,814,901.00	9,937.00	3,824,838.00
	2200	CLASSIFIED SUPPORT SALARIES	7,083,336.00	7,088,869.00	5,837.00	7,094,706.00
	2300	CLASS SUPRVRS' & ADMINS' SAL	1,640,825.00	1,695,671.00	.00	1,695,671.00
	2400	CLERICAL & OFFICE SALARIES	4,642,331.00	4,649,512.00	1,956.00	4,651,468.00
	2900	OTHER CLASSIFIED SALARIES	517,243.00	524,469.00	1,531.00	526,000.00
	3101	STRS ON 1000 SALARIES	5,181,701.00	5,210,046.00	30,978.00	5,241,024.00
	3102	PERS ON 2000 SALARIES	7,422.00	7,422.00	.00	7,422.00
	3201	PERS ON 1000 SALARIES	60,428.00	60,480.00	34.00	60,514.00
	3202	PERS ON 2000 SALARIES	1,542,496.00	1,547,710.00	548.00	1,548,258.00
	3311	OASDI ON 1000 SALARIES	36,879.00	38,127.00	107.00	38,234.00
	3312	OASDI ON 2000 SALARIES	953,327.00	957,622.00	653.00	958,275.00
	3321	FICA-MED ON 1000 SALARIES	823,629.00	828,370.00	856.00	829,226.00
	3322	FICA-MED ON 2000 SALARIES	237,627.00	238,876.00	259.00	239,135.00
	3331	ALTER. RETIREMENT ON 1000 SAL	.00	95.00	337.00	432.00
	3332	ALTER. RETIREMENT ON 2000 SAL	35,094.00	36,136.00	257.00	36,393.00
	3411	HEALTH & WELFARE ON 1000 SALS	7,828,609.00	7,837,092.00	.00	7,837,092.00
	3412	HEALTH & WELFARE ON 2000 SALS	3,181,541.00	3,190,350.00	24.00	3,190,374.00
	3501	STATE UNEMPLOY ON 1000 SALARY	31,753.00	32,002.00	59.00	32,061.00
	3502	STATE UNEMPLOY ON 2000 SALARY	8,865.00	8,958.00	31.00	8,989.00
	3601	WORKER'S COMP INS ON 1000 SAL	1,712,960.00	1,719,120.00	1,185.00	1,720,305.00
	3602	WORKER'S COMP INS ON 2000 SAL	477,312.00	479,267.00	304.00	479,571.00
	3711	OPEB,ALLOCATED, CERTIFICATED	620,966.00	620,966.00	.00	620,966.00
	3712	OPEB,ALLOCATED, CLASSIFIED	447,341.00	447,341.00	.00	447,341.00
	3801	PERS REDUCTION ON 1000 SALARY	24,118.00	24,118.00	.00	24,118.00
	3802	PERS REDUCTION ON 2000 SALARY	416,178.00	415,769.00	.00	415,769.00
	3911	TAXABLE FRINGE BEN ON 1000 SAL	10,320.00	10,320.00	.00	10,320.00
	3912	TAXABLE FRINGE BEN ON 2000 SAL	11,560.00	11,560.00	.00	11,560.00
	3999	BENEFIT PAYROLL ERRORS	.00	.00	.00	.00
	4100	TEXTBOOKS	901,274.00	1,112,100.00	56,312.00	1,168,412.00
	4200	BOOKS OTHER THAN TEXTBOOKS	411,850.00	564,530.00	-3,996.00	560,534.00
	4300	MATERIALS & SUPPLIES	9,037,559.00	14,251,541.00	467,437.00	14,718,978.00
	4400	NON-CAPITALIZED EQUIPMENT	685,976.00	1,056,031.00	225,783.00	1,281,814.00
	5100	SUBAGREEMENTS FOR SERVICES	.00	.00	.00	.00
	5200	TRAVEL & CONFERENCES	194,453.00	270,403.00	44,593.00	314,996.00
	5300	DUES & MEMBERSHIPS	37,915.00	42,097.00	12,960.00	55,057.00
	5400	INSURANCE	502,141.00	595,641.00	.00	595,641.00
	5500	OPERATIONS & HOUSEKEEPING SRVC	2,966,017.00	2,969,702.00	.00	2,969,702.00
	5600	RENTS, LEASES, REPAIRS, IMPRVNMTS	745,997.00	761,594.00	14,922.00	776,516.00
	5700	DIR COSTS FOR INTERPRG SERVICES	.00	.00	.00	.00
	5750	DIR COSTS FOR INTERFUND SVCS	.00	6,042.00	985.00	7,027.00
	5800	OTHER SVCS & OPER EXPENDITURES	3,643,205.00	5,100,239.00	359,918.00	5,460,157.00
	5900	INTERGOVERNMENTAL FEES	510,038.00	514,435.00	-1,781.00	512,654.00
	6200	BLDG & IMPROVEMENT OF BLDGS	1,425,934.00	1,424,254.00	.00	1,424,254.00
	6400	EQUIPMENT	56,500.00	119,514.00	-4,500.00	115,014.00
	6500	EQUIPMENT REPLACEMENT	2,500.00	2,500.00	.00	2,500.00



FCR270  
OCTOBER 2007 BUDGET ADJ REPORT

SAN JOAQUIN COUNTY OFFICE OF EDUCATION  
BUDGET ADJUSTMENT REPORT  
FROM DATE 10/01/2007 TO DATE 10/31/2007

#J7989

PAGE: 2  
11/01/2007

75 Tracy Jt. Unified School Dist.

Restricted and Unrestricted

FISCAL YR: 08

FUND	OBJECT	DESCRIPTION	07/18/2007		10/01/2007		BUDGET		10/31/2007	
			APPROVED	ADOPTED BUDGET	REVISED BUDGET	ADJUSTMENTS	REVISED BUDGET	ADJUSTMENTS	REVISED BUDGET	ADJUSTMENTS
01	7130	STATE SPECIAL SCHOOLS		40,000.00	40,000.00				40,000.00	
	7142	TUITION, EXCESS COSTS TO COE		550,726.00	550,726.00				550,726.00	
	7310	TRANSFERS OF INDIRECT COSTS		.00	.00				.00	
	7350	TRANS OF INDIRECT - INTERFUND		-200,951.00	-216,106.00				-216,106.00	
	7438	DEBT SERVICE - INTEREST		13,267.00	13,267.00				13,267.00	
	7439	DEBT SERVICE - PRINCIPAL		131,304.00	137,896.00				137,896.00	
	7612	BETWEEN GEN FND & SP RSERVE FND		28,700.00	28,700.00				28,700.00	
	7613	ST SCH BLD FND OTH FND OF DIST		50,000.00	50,000.00				50,000.00	
	7615	FROM GEN/SPC/BLDG TO DEF MAINT		633,761.00	633,761.00				633,761.00	
	7619	OTHER AUTH INTRFND TRNSFRS OUT		63,869.00	63,869.00				63,869.00	
TOTAL EXPENSE				127,222,388.00	135,388,497.00				136,791,248.00	
										1,402,751.00

FCR270  
OCTOBER 2007 BUDGET ADJ REPORT

SAN JOAQUIN COUNTY OFFICE OF EDUCATION  
BUDGET ADJUSTMENT REPORT  
FROM DATE 10/01/2007 TO DATE 10/31/2007

#J7989

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11/01/2007

75 Tracy Jt. Unified School Dist.

Restricted and Unrestricted

FISCAL YR: 08

APPROVED		07/18/2007	10/01/2007	BUDGET	10/31/2007
FUND	OBJECT	ADOPTED BUDGET	REVISED BUDGET	ADJUSTMENTS	REVISED BUDGET
01	8011	REVENUE LIMIT ST AID-CURR YEAR	67,033,230.00	65,270,586.00	65,270,586.00
	8040	COUNTY & DISTRICT TAXES	22,947,117.00	22,947,117.00	22,947,117.00
	8042	UNSECURED ROLL TAXES	658,702.00	658,702.00	658,702.00
	8043	PRIOR YEARS' TAXES	59,656.00	59,656.00	59,656.00
	8044	SUPPLEMENTAL TAXES	134,169.00	134,169.00	134,169.00
	8045	ED REVENUE AUGMENT FUND (ERAF)	6,641,534.00	6,641,534.00	6,641,534.00
	8091	REVENUE LIMIT TRANSFERS	.00	.00	.00
	8092	PERS REDUCTION TRANSFERS	453,295.00	453,295.00	453,295.00
	8096	TRANSFERS TO CHARTERS, IN LIEU	-1,350,171.00	-1,350,171.00	-1,350,171.00
	8181	SP ED-ENTITLEMENT	1,985,750.00	1,985,750.00	1,985,750.00
	8182	SP ED-DISCRETIONARY GRANTS	217,225.00	217,225.00	217,225.00
	8290	ALL OTHER FEDERAL REVENUES	1,691,350.00	2,125,849.00	2,344,642.00
	8311	OTH ST APPORTIONMENTS-CURR YR	2,257,588.00	2,372,931.00	2,792,981.00
	8434	CLASS SIZE REDUCTION K-3	3,121,206.00	3,121,206.00	3,121,206.00
	8560	STATE LOTTERY REVENUE	2,290,094.00	2,290,094.00	2,290,094.00
	8590	ALL OTHER STATE REVENUES	7,577,476.00	7,986,474.00	6,823,919.00
	8660	INTEREST	800,000.00	800,000.00	800,000.00
	8675	TRANSPORTATION FEES FROM INDIV	82,260.00	82,260.00	82,260.00
	8677	INTERAGENCY SVCS BETWEEN LEA'S	1,245,631.00	1,260,561.00	1,260,561.00
	8689	ALL OTHER FEES & CONTRACTS	28,700.00	28,700.00	28,700.00
	8699	ALL OTHER LOCAL REVENUES	3,271,970.00	3,466,805.00	3,549,201.00
	8792	TRANS OF APPORTION FROM CO OFF	3,725,425.00	3,725,425.00	3,725,425.00
	8919	OTH AUTH. INTERFUND TRANS IN	45,500.00	51,200.00	51,200.00
	8965	TRANS FROM FND OF LAPSED/REORG	.00	.00	.00
	8980	CONTRIBUTE FROM UNRSTRCTD REV	.00	.00	.00
	8990	CONTRIBUT/TRANS FRM RSTR/UNREST	.00	.00	.00
TOTAL REVENUE		124,917,707.00	124,329,368.00	-441,316.00	123,888,052.00

FCR270  
OCTOBER 2007 BUDGET ADJ REPORT

SAN JOAQUIN COUNTY OFFICE OF EDUCATION  
BUDGET ADJUSTMENT REPORT  
FROM DATE 10/01/2007 TO DATE 10/31/2007

#J7989

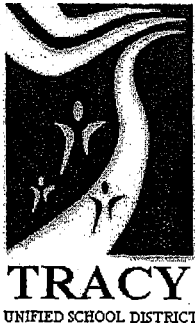
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11/01/2007

75 Tracy Jt. Unified School Dist.

Restricted and Unrestricted

FISCAL YR: 08

FUND	OBJECT	DESCRIPTION	BEGINNING BALANCE	10/01/2007 REVISED BALANCE	ADJUSTMENTS	10/31/2007 REVISED BALANCE
01	9770	DESIGNATED FOR ECON UNCERTAIN	-3,328,815.00	-3,328,815.00	.00	-3,328,815.00
	9780	OTHER DESIGNATIONS	.00	.00	.00	.00
	9790	UNDESIGNATED/UNAPPROPRIATED	-9,576,074.32	-821,626.32	1,844,067.00	1,022,440.68
	9791	BEGINNING BALANCE	-15,445,570.32	-15,445,570.32	.00	-15,445,570.32
	9793	AUDIT ADJUSTMENTS	.00	.00	.00	.00
	9795	OTHER RESTATEMENTS	.00	.00	.00	.00
	9798	BUDGET FUND BALANCE OFFSET	13,140,889.32	4,386,441.32	-1,844,067.00	2,542,374.32
	9799	K12 NET GAIN OR LOSS	.00	11,059,129.00	1,844,067.00	12,903,196.00



# BUSINESS SERVICES MEMORANDUM

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

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

**Date:** November 1, 2007

**Subject:** Approve Revolving Cash Fund Reports (October, 2007)

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

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

**Funding:** N/A.

**Recommendation:** Approve Revolving Cash Fund Reports (October, 2007).

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

11/01/07

**Tracy Unified School District**  
**REVOLVING CASH FUND**  
 October 2007

Date	Num	Name	Memo	Paid Amount
10/1/2007	8122	SJCOE ASSESSMENT	PRIOSTE/NOV 13/CONF FEE	
			01-0000-0-1110-2700-5200-310-5202	-50.00
TOTAL				-50.00
10/1/2007	8123	GREAT SOURCE EDUCATION GROUP	SONNENBURG/OCT 2/CONF FEE	
			01-4035-0-1110-1000-5200-800-2002	-295.00
TOTAL				-295.00
10/1/2007	8124	MARRIOTT HOTEL	DOPP/DEC 9/HOTEL	
			01-4203-0-1110-1000-5200-800-2744	-718.63
TOTAL				-718.63
10/1/2007	8125	OLD WORLD TRAVEL	DOPP/DEC 9/AIR FARE	
			01-4203-0-1110-1000-5200-800-2744	-819.00
TOTAL				-819.00
10/1/2007	8126	SJCOE ASSESSMENT	HARRISON/NOV 13/CONF FEE	
			01-4035-0-1110-1000-5200-800-2002	-50.00
			LINDA DOPP	-50.00
			CAROL WOO	-50.00
			CARLA WASHINGTON	-50.00
			NANCY LINK	-50.00
			MERCY SILVEIRA	-50.00
TOTAL				-300.00
10/2/2007	8127	CALIFORNIA HIGHWAY PATROL	8 BOOKLETS	
			01-7230-0-1110-3600-4300-800-9702	-43.10
TOTAL				-43.10
10/2/2007	8128	TJUSD	VOID 8119 BOWMAN/OCT 1/AIRF	
			01-6761-0-1110-1000-5200-600-6104	-285.80
TOTAL				-285.80
10/3/2007	8129	PENTEL STORE	PENS PO81595	
			01-0000-0-1110-1000-4300-700-6852	-147.52
TOTAL				-147.52
10/4/2007	8130	CEEA	CARMEN/OCT 19/CONF FEE	
			01-3010-0-1110-1000-5200-280-3404	-175.00
			LESLIE GARCIA	-175.00
			DENISE JOHNSON	-175.00
TOTAL				-525.00

11/01/07

**Tracy Unified School District**  
**REVOLVING CASH FUND**  
 October 2007

Date	Num	Name	Memo	Paid Amount
10/8/2007	8131	ART DELA TORRE	REIMB FINGERPRINTING FEES	
			01-0000-0-0000-7400-5844-800-8906	-55.00
TOTAL				-55.00
10/8/2007	8132	GREG HERRICK	PAYROLL	
			01-0000-0-1110-1000-1100-269-8999	-269.62
TOTAL				-269.62
10/10/2007	8133	SENNHELSEER ELECTRONIC CORP	INV 99205	
			01-7090-0-1110-1000-5600-170-4104	-69.95
TOTAL				-69.95
10/11/2007	8134	CDE/GDE0570-82218	CONF 11/1/07 ARGANBRIGHT/BOR...	
			11-6390-0-4150-2700-5200-560-2882	-250.00
TOTAL				-250.00
10/11/2007	8135	CAROUSEL INN & SUITES	CONF HOTEL 11/1/07 ARGANBRIG...	
			11-6390-0-4150-2700-5200-560-2882	-204.70
TOTAL				-204.70
10/12/2007	8136	SAN JOAQUIN COUNTY DEPT OF PA...	ADMISSION / MICKE GROVE	
			12-6055-0-7110-1000-5800-400-2744	-108.00
TOTAL				-108.00
10/12/2007	8137	US POSTMASTER	BULK MAIL / WILLIAMS MS	
			01-0000-0-1110-2700-5900-490-5302	-130.00
TOTAL				-130.00
10/12/2007	8138	TEHAMA COUNTY DEPT OF ED	CONF 2/20 D.SONNENBURG, S.HA...	
			01-4035-0-1110-1000-5200-800-2002	-900.00
TOTAL				-900.00
10/12/2007	8139	TEHAMA COUNTY DEPT OF ED	CONF 2/20 C. ANDERSON-WOO	
			01-4035-0-1110-1000-5200-800-2002	-450.00
TOTAL				-450.00
10/15/2007	8140	HAI T.D. MCKINNEY	CLAIM SETTLEMENT	
			01-0000-0-0000-7200-5800-800-9112	-990.06
TOTAL				-990.06

11/01/07

**Tracy Unified School District**  
**REVOLVING CASH FUND**  
 October 2007

Date	Num	Name	Memo	Paid Amount
10/16/2007	8141	UC REGENTS	COLLEGE CLASS FOR 9	
			01-5640-0-1110-3140-5800-800-2552	-480.06
TOTAL				-480.06
10/17/2007	8142	BAY AREA NEWS	SUBSCRIPTION REPL J938004	
			01-0000-0-0000-7180-4300-800-1021	-82.00
TOTAL				-82.00
10/18/2007	8143	CEEA	BELLOMO/OCT 19/CONF FEE	
			01-7090-0-1110-1000-5200-250-3304	-189.00
TOTAL				-189.00
10/24/2007	8144	CALIFORNIA THEATRE CENTER	ADMISSION FEE	
			01-7395-0-1110-1000-5800-400-3604	-102.50
TOTAL				-102.50
10/25/2007	8145	HAMIDA KHALILI	REFUND BUS PASS	
			01-7230-0-0000-0000-8675-800-9702	-60.00
TOTAL				-60.00
10/29/2007	8146	RAMONA SOTO	CONF REIMB 9/28	
			01-7395-0-1110-1000-5200-400-3604	-821.35
TOTAL				-821.35
10/30/2007	8147	CMEA	AD	
			01-0000-0-0000-7400-5800-800-8001	-35.00
TOTAL				-35.00
10/31/2007	8148	CATESOL	CONF/ C. CANNON 11-3-07	
			01-6285-0-1810-1000-5200-800-2826	-87.00
TOTAL				-87.00
10/31/2007	8149	WESTSIDE PIONEER HISTORICAL A...	FIELDTRIP FEE/DELTA ISL/ 3RD G...	
			01-7090-0-1110-1000-5800-170-4104	-25.00
TOTAL				-25.00
10/31/2007	8150	WESTSIDE PIONEER HISTORICAL A...	FIELDTRIP/DELTA ISL/ 3RD GRADE	
			01-7090-0-1110-1000-5800-170-4104	-125.00
TOTAL				-125.00



# BUSINESS SERVICES MEMORANDUM

---

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

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

**Date:** November 1, 2007

**Subject:** Approve Accounts Payable Warrants (October, 2007)

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

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

**Funding:** N/A.

**Recommendation:** Approve Accounts Payable Warrants (October, 2007)

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





# BUSINESS SERVICES MEMORANDUM

**To:** James Franco, Superintendent  
**From:** C. Goodall, Assistant Superintendent for Business  
**Date:** November 1, 2007  
**SUBJECT:** Approve Assembly Vendors and Site Assembly Utilization Calendars

**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.

**Rationale:** School site assemblies require pre-approval to ensure three different documents are in place: an approved contract; a certificate of insurance; an endorsement letter naming the district an additional insured. In addition, all assemblies are reviewed to ensure the content is appropriate for student audiences, and that conflicts do not occur with other school site or district events.

To that end, the attached list of vendors has met all of the criteria to provide assemblies at TUSD sites, and their presentation has been deemed appropriate for TUSD students. Additionally, the attached calendar of events has been reviewed to ensure the date and time of the event does not conflict with other site or district events.

This list will be updated monthly and presented to the board for approval.

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

**Recommendation:** Approve Assembly Vendors and Site Assembly Utilization Calendars

Prepared by: Cindy Everhart, Facility Use Secretary, and Bob Corsaro, Director of Risk Management, Environmental Compliance, & Safety

# Assembly Vendor Approval List

Board Approved	School	Vendor	Assembly Date	Insurance Expires
8/28/2007	Williams	Horizon Intertainment - Anti Bully JC Pohl 818 755 8800	9/4/07	5/18/2008
8/28/2007	George Kelly	Academic Entertainment Timothy Busfield 916 442 5635	11/2/07	12/10/2007
8/28/2007	George Kelly	Academic Entertainment Timothy Busfield 916 442 5635	4/2/08	12/10/2007*
8/28/2007	McKinley	Fantasy Theater Timothy Busfield	4/18/08	8/28/2007*
10/9/2007	Freiler	Prismatic Magic Christopher Volpe 973-283-9006 chris@prismaticmagic.com	10/11/07	4/16/2008
10/9/2007	North	Ranka's Marionette Theatre Scott Hill 707.578-5535 info@rankastheatre.com	1/9/08	10/6/2007*
10/9/2007	North	Percussion Discussion Ken Bergmann's 925-755-3786 percuss@pacbell.net	3/4/08	2/26/2008
10/9/2007	McKinley	McDonalds Tammi Beck 916-962-1982	1/19/08	NO Charge, Tier 1
10/9/2007	McKinley	Sandia Labs Simone Williams 925-294-2609 srwilli@sandia.gov	10/3/07	NO Charge, Tier 1
10/9/2007	McKinley	Otto the Auto Wendy Sanchez 415-565-2676 wendy_sanchez@csaa.com	8/29/07	NO Charge, Tier 1
10/9/2007	McKinley	NASA Karin Costa 650-604-6077	5/16/08	NO Charge, Tier 1
10/9/2007	Hirsch	Mad Science Danielle Mae Lee danielle@madsciencesacto.com 916-736-2924	10/9/07	12/1/2007

\*Will need insurance renewal before date of assembly 323

# Assembly Vendor Approval List

Board Approved	School	Vendor	Assembly Date	Insurance Expires
10/9/2007	McKinley	Magic of Dexter -Dexter 559-269-2273 www.motivationalschoolsshow.com dexter@magicofdexter.com	10/19/07	8/15/2008
10/23/2007	McKinley	Lawrence Hall of Science, 510-642-1700, pfsreq@berkeley.edu, www.lawrencehallofscience.org	11/16/2007	Indemnification approved, Tier 1
	McKinley	Bureau of Lectures, John Tacha, 800 255 0084, Terry Lyman@hotmail.com	2/13/2008	8/20/2008
	Williams	Ancient Artifacts, Konstantina Delfakis, kdthegreat73@yahoo.com, (916) 799-0321	11/13/07	10/15/2008



# BUSINESS SERVICES MEMORANDUM

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**TO:** Dr. James C. Franco, Superintendent  
**FROM:** Dr. Casey Goodall, Associate Superintendent for Business  
**DATE:** October 26, 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/McKinley Elementary School: From: Sunrise Rotary, 1690 Rialto Court, Tracy, CA 95376. Donation: (6) Dell computers model MMP and (6) monitors (Dell); includes keyboards and mice. The value of the donation: \$1,200. (total). Items were reviewed and approved by the ISET Department, Cindy Minter, Director.
2. Tracy Unified School District/Hirsch Elementary School: From: Carlene Ellis and Diane Anderson, 6180 Aldea Drive, El Dorado Hills, CA 95762. Donation: (4) Dell computers, keyboards, mice and software, model E521. (4) Flat screen monitors, 19", model CN OPRI05. The (total) value of the donation: \$2,750. Items were reviewed and approved by the ISET Department, Cindy Minter, Director.
3. Tracy Unified School District/Merrill F. West High School: From: GWF Tracy Community Charitable Foundation, c/o Gene Birk, 475 Peerless Way, Apt. 7, Tracy, CA 95376. Donation: \$1,000, check # 1171, dated September 14, 2007. This donation will benefit the West High School music department.

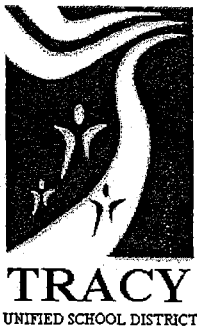
**RATIONALE:** Acceptance is recommended in order to meet the District's strategic goals and to enhance and benefit the educational experiences of the students of the Tracy Unified School District.

This agenda item meets Strategic Goal #2.

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

**RECOMMENDATION:** Accept the very generous donation from Wal Mart – Tracy Store #2025, with thanks and appreciation from the staff and students of Tracy Unified School District.

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



# EDUCATIONAL SERVICES MEMORANDUM

**To:** Dr. James C. Franco, Superintendent  
**From:** ~~Dr. Sheila Harrison~~, Assistant Superintendent of Educational Services  
**Date:** October 31, 2007  
**Re:** Approve Agreement For Special Contract Services With Conscious Teaching LLC To Facilitate A Conscious Classroom Management Workshop At The District Staff Development Buy Back Day On January 30, 2008.

**Background:** Rick Smith of Conscious Teaching LLC was a classroom teacher for over fourteen years, focusing primarily on students-at-risk. He will conduct a lively, fun, and interactive workshop to give K-12 teachers, both new and veteran, practical solutions for successfully managing their classrooms as part of the District's annual Staff Development Buy Back Day on January 30, 2008. Each participant will receive a copy of his book of the same title.

**Rationale:** The District has set a target of 35% or more of all students will demonstrate grade level/subject matter proficiency as measured by appropriate State tests. Presently, the District is not meeting the target with its subgroups. The Conscious Classroom Management workshop provides teachers with strategies for connecting with students, for keeping students engaged and on-task, and thereby able to learn and achieve more. This Agenda Item supports Strategic Goal #7: Educational Leadership.

**Funding:** The contract for consulting services and materials for participants shall not exceed \$7,647.00. This contract is to be paid with the 07-08 District Staff Development Buy Out Block Grant.

**Recommendation:** Approve Agreement For Special Contract Services With Conscious Teaching LLC To Facilitate A Conscious Classroom Management Workshop At The District Staff Development Buy Back Day On January 30, 2008.

**Prepared by:** Janice Bussey, Director of Staff Development

# 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 Rick Smith, Conscious Teaching LLC, 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: Facilitate a "Conscious Classroom Management" workshop at the District Staff Development Buy Back Day January 30, 2008.
2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of one ( 1 ) HOURS/DAY(s) (circle one), under the terms of this agreement at the following location To be determined - @ Tracy USD, 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 \$ 3000 per HOUR/DAY/FLAT RATE (circle one) plus up to \$ 4387 for books, not to exceed a total of \$ 7387. 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 \$ 260 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 July 1, 2007, and shall terminate on June 30, 2008.
5. This agreement may be terminated at any time during the term by either party upon 30 day's written notice.
6. Contractor shall contact the District's designee, Janice Bussey at (209) 830-3232 ext. 1551 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.
7. The parties intend that an independent contractor relationship be created by this contract and District assumes no responsibility for workers' compensation liability. District likewise assumes no responsibility for liability for loss, damage, or injury to person(s) or property resulting from, or caused by, the contractor's activities during or relating to the performance of service under this Agreement.

Contractor agrees to hold harmless and to indemnify District for:

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

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

**AGREED:**

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

**21 Crest Road**

\_\_\_\_\_  
Address

**Fairfax, CA 94608**

**415/ 456-9190 voice/fax**

**Janice A. Bussey**

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

**September 1, 2007**

\_\_\_\_\_  
Date

**Director of Staff Development**

\_\_\_\_\_  
Title

**01-7393-0-1110-2100-5800-800-2794**

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

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

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

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

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

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

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# EDUCATIONAL SERVICES MEMORANDUM

**To:** Dr. Jim Franco, Superintendent  
**From:** *SH* Dr. Sheila Harrison, Assistant Superintendent of Educational Services  
**Date:** October 31, 2007  
**Re:** Approve Overnight Travel for Williams Middle School 8<sup>th</sup> Grade Students to Attend Science Camp at Sierra Outdoor School December 17-20, 2007.

**Background:** The current 8<sup>th</sup> grade students at Williams Middle School were not able to attend science camp as 6<sup>th</sup> or 7<sup>th</sup> grade students. The Outdoor School operated by the San Joaquin County Office of Education does not take students older than 7<sup>th</sup> grade. The Sierra Outdoor School owned and operated by Clovis Unified School District, is open to 8<sup>th</sup> grade students attending their camp. They will be attending camp for 4 days & 3 nights, December 17-20, 2007, staying in heated dormitories. The camp has classes in astronomy, ecology, forest study, Miwok Tribal study and many other things. They also offer field trips to local attractions, such as Columbia State Park, Calaveras Big Trees State Park and Moaning Caverns. There are approximately 150 students, 16 high-school chaperones and 4 teacher chaperones attending. They will be traveling by Charter Bus.

**Rationale:** Students will be provided a program in outdoor science, conservation, and environmental education in accordance with standards set forth by California State Department of Education. This supports Strategic Goal #2, Quality Learning Environment.

**Funding:** There is no cost to the district. Fundraising and donations handled by the Williams Parent Club (PAWSS) will cover all expenses incurred.

**Recommendation:** Approve Overnight Travel for Williams Middle School 8<sup>th</sup> Grade Students to Attend Science Camp at Sierra Outdoor School December 17-20, 2007.

**Prepared by:** Barbara Montgomery, Principal, Williams Middle School

# TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

## AGREEMENT FOR SPECIAL CONTRACT SERVICES

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and Clovis Unified School District, 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: allow Williams Middle School 8<sup>th</sup> grade students to attend Sierra Outdoor School, a science camp owned & operated by the Clovis Unified School District, on December 17 - 20, 2007.
2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of four ( 4 ) HOURS/DAY(s) (circle one), under the terms of this agreement at the following location Sierra Outdoor School, 15700 Old Oak Rd., Sonora, CA 95370
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
  - a. ~~District~~ Williams Middle School Parent Club shall pay \$ 179 per participant per HOUR/DAY/FLAT RATE (circle one), not to exceed a total of \$ n/a. 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, [ ] 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. Payment must be made at least 30 days before December 17, 2007.~~
4. The term of the agreement shall commence on December 17, 2007 and shall terminate on December 20, 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' designee, Barbara Montgomery at (209) 831-5289 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, contractor's activities during or relating to the performance of service under this Agreement.

Contractor agrees to hold harmless and to indemnify District for:

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

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

**AGREED:**

\_\_\_\_\_  
Michael Olenchak      Consultant Signature (1)

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Director  
Title

\_\_\_\_\_  
Clovis Unified School District, Sierra Outdoor School  
Address

\_\_\_\_\_  
15700 Old Oak Ranch Rd. Sonora, CA 95370

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Williams Middle School Parent Club  
Account Number to be Charged

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

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

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

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

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



# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. James Franco, Superintendent

**FROM:** ~~Dr.~~ Sheila Harrison, Assistant Superintendent of Educational Services

**DATE:** November 2, 2007

**SUBJECT:** Approve Overnight Travel for Tracy High School Varsity Girls' Basketball Team to Participate in the San Luis Obispo/Morro Bay High School Basketball Tournament in San Luis Obispo, CA on December 13-15, 2007

**BACKGROUND:** The Tracy High Varsity Girls' Basketball Team would like to participate in the San Luis Obispo/Morro Bay High School Basketball Tournament at San Luis Obispo & Morro Bay High School in San Luis Obispo and Morro Bay, Ca. Approximately 15 players and 3 coaches will attend this event. They will travel to San Luis Obispo on December 13 and return home on December 15, 2007. The team will travel by District vans.

**RATIONALE:** Two overnights are required to provide the basketball team ample time to rest and prepare for their game. The San Luis Obispo/Morro Bay High School Boosters, for the nights of December 13, and 14, have arranged discounted motel rooms for the players and coaches. This meets Strategic Goal #4, Developing the Whole Student.

**FUNDING:** The Tracy High Athletic Department will pay the \$750.00 transportation cost for District vans to be driven by the coaches. Individual players will pay for additional food and miscellaneous expenses. The Tracy High School Girls' Basketball Program (ASB) will pay the \$425.00 tournament fee for the team and the cost for the hotels rooms.

**RECOMMENDATION:** Approve Overnight Travel for Tracy High School Varsity Girls' Basketball Team to Participate in the San Luis Obispo/Morro Bay High School Basketball Tournament in San Luis Obispo and Morro Bay, CA on December 13-15, 2007.

**Prepared by:** Mr. Pat Anastasio, Principal, Tracy High School.



# EDUCATIONAL SERVICES MEMORANDUM

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**TO:** Dr. James Franco, Superintendent  
**FROM:** Dr. Sheila Harrison, Assistant Superintendent of Educational Services  
**DATE:** November 2, 2007  
**SUBJECT:** **Approve Overnight Travel for Tracy High School Virtual Enterprise Students to Attend a Trade Fair in Bakersfield on November 27-29, 2007**

**BACKGROUND:** The Tracy High School Virtual Enterprise students have been invited to attend a Trade Fair in Bakersfield on November 28th and 29th, 2007. Twelve students, Ralph Driggs the instructor and one student's parent will attend this event. Ralph Driggs will be driving the District vehicle and one student's parent will be driving their own vehicle. They will leave on November 27 for the Annual California International Trade Fair at the Rabobank Convention Center for the Trade Fair competition and return home on Thursday November 29. The Trade Fair begins Wednesday, November 28, they will stay overnight on November 27 and November 28.

**RATIONALE:** The THS Virtual Enterprise students will have a great opportunity to demonstrate their team dynamics. They will also have an opportunity to meet and interact with different high schools across California. This activity aligns with Strategic Goal #1, Raise the academic achievement of all students while closing the achievement gap and Strategic Goal #2, Provide a variety of learning opportunities in a safe, caring and accessible learning environment in order to improve student achievement.

**FUNDING:** The cost per person is \$100.00 which includes registration, lodging and mileage. The total expenses will not exceed \$1,400. Expenses will be paid from ROP Virtual Enterprise budget. Students and adults are responsible for their food and other incidental costs.

**RECOMMENDATION:** Approve Overnight Travel for Tracy High School Virtual Enterprise Students to Attend a Trade Fair in Bakersfield on November 27-29, 2007

**PREPARED BY:** Mr. Pat Anastasio, Principal, Tracy High School



# EDUCATIONAL SERVICES MEMORANDUM

To: Dr. James C. Franco, Superintendent  
From: ~~Dr. James C. Franco~~ Dr. Sheila Harrison, Assistant Superintendent for Educational Services  
Date: October 19, 2007  
Subject: Ratify Contract with Suzan Allen, OT

**BACKGROUND:** Special education students may require assessment from outside service providers. Parents of a student with significant autism requested occupational therapy assessment through an independent educational evaluation. Districts must either comply with parent request or request a due process hearing to defend district assessments. The district felt that an independent evaluation was warranted in this case. Ratification is necessary because the assessment has been conducted due to a strict timeline.

**RATIONALE:** The in-depth assessment by outside providers was necessary to help the District avoid and prepare for potential litigation. Contracted services by nonpublic agencies are part of the continuum of services districts must provide to students with exceptional needs. This request supports Strategic Goal #2: "Provide a variety of learning opportunities in a safe, caring and accessible learning environment in order to improve student achievement" and Strategic Goal #7: "Develop and utilize partnerships to achieve district goals that impact student achievement and increase value/satisfaction to the community".

**FUNDING:** Expenses for this contract are billed at \$120.00 per hour. Total contract expenses will not exceed \$720.00, through June 30, 2008. Funding for Nonpublic Agency services are 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 Suzan Allen, OT

**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 **Suzan Allen OT**, 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: **Occupational therapy assessment, report writing and possible attendance at upcoming IEP meetings.**
2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to **6 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 **\$120.00 per hour** for assessment and report writing services, not to exceed a total of **\$720.00** 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; ☒ 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 **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 August 1, 2007, and shall terminate on December 31, 2007.
5. This agreement may be terminated at any time during the term by either party upon thirty (30) days written notice.
6. Contractor shall contact the District's designee, Nancy E. Hopple (209) 830-3270 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.
7. The parties intend that an independent contractor relationship be created by this contract and District assumes no responsibility for workers' compensation liability. District likewise assumes no responsibility for liability for loss, damage, or injury to person(s) or property resulting from, or caused by, the contractor's activities during or relating to the performance of service under this Agreement.

Contractor agrees to hold harmless and to indemnify District for:

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

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

**AGREED:**

Suzanne Allen  
Consultant Signature (1)

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

8/14/2007  
Date

TRACS Program Manager  
Title

United Cerebral Palsy  
Address

333 W. Ben Holt Drive

Stockton CA 95207

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

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

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

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

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

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

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





# EDUCATIONAL SERVICES MEMORANDUM

**To:** Dr. James C. Franco, Superintendent  
**From:** ~~Dr. James C. Franco~~ Dr. Sheila Harrison, Assistant Superintendent for Educational Services  
**Date:** October 19, 2007  
**Subject:** Ratify Contract with James Wakefield, Ph.D. for Bilingual Assessment

**BACKGROUND:** Ratification is requested to contract for psychoeducational assessments of Spanish speaking students. Dr. Wakefield is a Licensed Clinical Psychologist and Spanish speaker who is familiar with non-biased assessment issues. For the past four years we have contracted with a Licensed Educational Psychologist for sixteen bilingual assessments. She is no longer available to do assessments. We have therefore contracted with Dr. Wakefield for 15 assessments for the 2007/2008 school year.

**RATIONALE:** LEP students must be assessed in their dominant language for initial and triennial special education assessments. We do not employ a Spanish speaking psychologist, and therefore must contract for this service. This request supports Strategic Goal #2: Provide a variety of learning opportunities in safe, caring learning environments in order to improve student achievement.

**FUNDING:** Contract rate is up to \$750.00 per assessment, inclusive for a total of \$11,250.00. Assessments include reports and consultation to staff. Bilingual assessments are budgeted in account # 01-6500-0-5770-1180-5800-800-2512.

**RECOMMENDATION:** Ratify Contract with James Wakefield, Ph.D. for Bilingual Assessments.

**Prepared by:** Nancy E. Flynn, 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 James A. Wakefield, Jr. Ph.D., 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: **Psychoeducational Assessment of Spanish speaking students.**
2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to total of (15) assessments, under the terms of this agreement at the following location any and all school sites in TUSD. The assessments shall include a written report and consultation to staff regarding the assessment and IEP recommendations. Assessment shall be conducted and report submitted within 60 calendar days from the district's receipt of the assessment plan.
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
  - a. District shall pay up to \$750.00 per Assessment, not to exceed a total of \$11,250.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
  - b. District [ ] SHALL; [X] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the district rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ -0- for the term of this agreement.
  - c. District shall make payment on a [X] MONTHLY PROGRESS BASIS, [ ] SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.
4. The terms of the agreement shall commence on July 1, 2007, and shall terminate on June 30, 2008.
5. This agreement may be terminated at any time during the term by either party upon thirty (30) days written notice.
6. Contractor shall contact the District's designee, Nancy E. Hopple (209) 830-3270 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.
7. The parties intend that an independent contractor relationship be created by this contract and District assumes no responsibility for workers' compensation liability. District likewise assumes no responsibility for liability for loss, damage, or injury to person(s) or property resulting from, or caused by, the contractor's activities during or relating to the performance of service under this Agreement.

Contractor agrees to hold harmless and to indemnify District for:

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

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

**AGREED:**

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Address

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

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

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

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

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

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

- (1) Whenever organizational names are used, the authorized signature must include title, such as president.



# EDUCATIONAL SERVICES MEMORANDUM

**To:** Dr. James C. Franco, Superintendent  
**From:** *[Signature]* Dr. Sheila Harrison, Assistant Superintendent for Educational Services  
**Date:** *[Signature]* December 15, 2006  
**Subject:** Ratify Contract with Therapeutic Pathways, Inc. for Consultation Services

**BACKGROUND:** Special education students may require consultation services from an Autism Specialist as part of their Individual Education Plan. The Board previously approved this consultation from Therapeutic Pathways, Inc. for the 2006-2007 school year. The IEP team agreed that the same level of services were necessary for 2007-2008 school. The Board needs to ratify this contract to provide necessary consultation for a high school student. Ratification is necessary due to the fact that the IEP team has agreed that these services need to continue through the 2007-2008 school year.

**RATIONALE:** We do not have an autism specialist employed in the District, so we need to provide services through a contract arrangement. Therapeutic Pathways is a non-public agency that serves many children throughout Central California. Nonpublic agency contracted services are part of the continuum of services districts must provide to students with exceptional needs. This request supports Strategic Goal #2 "Provide a variety of learning opportunities in a safe, caring and accessible learning environment in order to improve student achievement" and Strategic Goal #7 "Develop and utilize partnerships to achieve district goals that impact student achievement and increase value/satisfaction to the community."

**FUNDING:** Expenses for this contract are billed at \$150.00 per hour. Total contract expenses will not exceed \$15,000 through June 30, 2008. 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 Therapeutic Pathways, Inc. for Consultation Services

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

TRACY JOINT UNIFIED SCHOOL DISTRICT  
CONTRACT YEAR 2007-2008

AGREEMENT FOR NONPUBLIC SCHOOL SERVICES  
MASTER CONTRACT AND INDIVIDUAL SERVICES AGREEMENT

This Master Contract and Individual Services Agreement is made and entered into this 1st day of July, 2007 between Tracy Joint Unified School District (Public education agency), county of San Joaquin, herein after referred to as the "LEA," and Nonpublic Agency, **Therapeutic Pathways, Inc.**, hereinafter referred to as "CONTRACTOR" for the purpose of consultant or special services to be performed for [REDACTED] under the authorization of Education Code Sections 56157, and 56365-56366.5.

A current copy of the California Department of Education Nonpublic School/Agency Certification is attached hereto.

CONTRACT RELATIONS AND INSURANCE PROVISION

1. MODIFICATIONS AND AMENDMENTS

This contract may be modified or amended by a written document executed by CONTRACTOR and LEA. This contract shall include an Individual Services Agreement developed for each pupil who is scheduled to receive special education and/or designated instruction and services through a nonpublic, nonsectarian school or agency. Changes in any educational instruction, services or placement provided under the contract may only be made on the basis of revisions to a pupil's Individualized Education Program. At any time during the term of the contract, the parent, nonpublic school, nonpublic agency, or LEA may request a review of a pupil's Individualized Education Program, subject to all procedural safeguards required by law. Changes in the administrative or financial agreements of the contract which do not alter the Individual Services Agreement that outlines each pupil's educational instruction, services or placement may be made at any time during the term of the contract, as mutually agreed in writing by CONTRACTOR and LEA.

2. NOTICES

All notices provided for by this contract shall be in writing and may be delivered by facsimile or mail.

Notices mailed to LEA shall be addressed to:

Nancy E. Flynn  
Director of Special Education  
Tracy Joint Unified School District  
1875 W. Lowell Avenue  
Tracy, CA 95376  
(209) 830-3270  
(209) 830-3274 FAX

Notices to CONTRACTOR shall be addressed to:

Coleen Sparkman  
Director  
Therapeutic Pathways, Inc.  
1115 14<sup>th</sup> Street  
Modesto, CA, 95354  
(209) 572-2589  
(209) 572-1461 FAX

If mailed, notice shall be effective as of the date of postmark on receipt by Addressee. If delivered by hand, the effective date shall be the date of receipt by addressee.

3. DISPUTES

Disagreements between LEA and CONTRACTOR concerning the meaning, requirements, or performance of this contract shall be appealed to the County Superintendent of Schools or the State Superintendent of Public Instruction when the County Superintendent is a party to the contract. The County Superintendent, or the State Superintendent, or his/her designee, shall render a decision in writing which shall be binding upon the parties.

4. SUBCONTRACT AND ASSIGNMENT

This contract binds the successors, assignees, agents, and representatives of CONTRACTOR. CONTRACTOR assures LEA that subcontractors providing educational instruction or services shall keep in effect an appropriate policy of liability insurance as mutually agreed upon between Contractor and LEA. The CONTRACTOR shall send written notice of insurance cancellation to the LEA at least 30 days prior to cancellation.

CONTRACTOR assures LEA that subcontractors providing transportation shall keep in effect a liability insurance policy providing at least \$1,000,000. coverage. The CONTRACTOR shall provide for the insurance provider to send written notice of cancellation to the LEA at least 30 days prior to cancellation. Proof of insurance shall be provided to the LEA prior to the beginning of transportation services by a subcontractor, and upon renewal of coverage thereafter. Transportation subcontractors shall submit copies of insurance policies upon request of the LEA; otherwise, certificates of insurance may be acceptable proof, provided that the information thereon is adequate and verifiable.

5. INDEPENDENT CONTRACTOR STATUS

This contract is by and between two independent entities and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association.

6. CONFLICTS OF INTEREST

CONTRACTOR agrees to furnish to LEA a copy of its current bylaws and a current list of its Governing Board of Directors (or Trustees), if it is incorporated. CONTRACTOR promises and attests that the CONTRACTOR and any member of Board of Directors (or Trustees) shall avoid any relationship with LEA that constitutes or potentially constitutes a conflict of interest including, but not limited to, employment with LEA.

7. TERMINATION

This Master Contract may be terminated without cause by either party by giving ten to twenty calendar days written notice. Upon termination without default of CONTRACTOR, LEA shall pay, without duplication, for all services performed and expenses incurred to date of termination.

In consideration of this payment, CONTRACTOR waives all right to any further payment or damage, and shall turn over to LEA everything pertaining to its services hereunder, possessed by CONTRACTOR or under its control at the time of termination.

Individual Service Agreements may be terminated without advance notice as per IEP placement or service changes.

8. INSPECTION AND AUDIT

CONTRACTOR shall provide reasonable access to, or forward copies of, any books, documents, papers, reports, records or other matter relating to the contract upon reasonable request by LEA except as otherwise provided by law. All budgetary information and projections submitted by CONTRACTOR to LEA for purpose of contract negotiations shall be made available for the relevant contract period being audited to assess the extent to which funds were

expended consistent with said budgetary information. Fiscal records are maintained by CONTRACTOR for five years and are available for audit.

9. INDEMNIFICATION

CONTRACTOR shall defend LEA and its officers, agents, and employees against all claims for damages for death or injury to persons or property including without limitation all consequential damages, from any cause whatsoever arising from or connected with its service hereunder, whether or not resulting from the negligence of CONTRACTOR, its agents, or employees. CONTRACTOR shall save harmless and indemnify LEA and its officers, agents and employees from all damages of every nature and description proximately caused by negligent or willful acts or omissions by CONTRACTOR, its agents or employees in the course of rendering service(s) under this contract.

10. INSURANCE

During the entire term of this contract and any extension or modification thereof, CONTRACTOR shall keep in effect a policy or policies of general liability insurance, including coverage of owned and non-owned vehicles used in relation to the performance of service(s) by CONTRACTOR, of at least \$1,000,000.00 combined single limit for all damages arising from each accident or occurrence and \$500,000.00 all damages arising out of injury to or destruction of property for each accident or occurrence.

Not later than the effective date of this contract, CONTRACTOR shall provide LEA with satisfactory evidence of insurance, including the CONTRACTOR shall provide for the insurance provider to send written notice of cancellation to the LEA at least 30 calendar days before cancellation or material change, evidencing the above-specified coverage. CONTRACTOR shall at its own cost and expense procure and maintain insurance under the Workers' Compensation Law. Failure to maintain the above mentioned insurance coverage shall be cause for termination of this contract.

LEA shall be named as an additional insured for all liability arising out of operations by or on behalf of the CONTRACTOR hereunder. CONTRACTOR'S insurance provided herein shall be primary and no insurance held or owned by the LEA shall be called upon to contribute to a loss.

CONTRACTOR recognizes that the LEA's insurance requirement may be revised in terms of limits and/or coverage. If LEA determines that additional coverage is necessary, LEA will reopen negotiations to discuss the cost of this additional coverage.

GENERAL PROVISIONS

11. No charge of any kind to parents shall be made by CONTRACTOR for educational activities and related services specified on the pupil's IEP, including screening or interviews which occur prior to or as a condition of a pupil's enrollment under the terms of the contract, except as specified in writing in a due process procedure that is signed by all relevant parties and attached to the relevant pupil's Individual Services Agreement, or for voluntary extracurricular activities conducted subsequent to written notification to parents as to the cost and the voluntary and extracurricular nature of the activity. Unless the activity takes place during a school vacation or holiday, pupils not participating shall continue to receive special education and related services as set forth in their IEP's.
12. For the purpose of the contract, a parent is the natural parent, adoptive parent, or legal guardian.
13. CONTRACTOR shall provide appropriately credentialed teachers, licensed personnel and class size consistent with the California laws and regulations and published LEA requirements existing at the time of CONTRACTOR's execution of this contract unless a written waiver has been granted by the California Department of Education with respect to state law regulations, or the LEA with respect to its requirements.

CONTRACTOR shall be responsible for verification of credentials and licenses held by its employees, agents and subcontractors and shall provide the LEA with copies of said credentials and licenses. CONTRACTOR shall

immediately notify LEA in writing and provide copies of appropriate credential(s) and/or license(s) if change of staff occurs which directly affects the pupils.

14. LEA shall provide CONTRACTOR with a copy of each pupil's Individualized Education Program. CONTRACTOR shall provide pupils a program of educational instruction and services within the nonpublic school, or nonpublic agency, which is consistent with each pupil's Individualized Education Program.
15. CONTRACTOR shall abide by established LEA policies on corporal punishment, pupil transfer, suspensions and expulsions, positive behavioral interventions. The LEA, Special Education Unit, shall be notified when any change in placement is being considered.
16. Original attendance forms submitted to the LEA with invoices for payment must be completed by the service provider whose signature must appear on said form(s). CONTRACTOR is responsible for verifying accuracy of said attendance forms and for informing service providers of their personal responsibility for the completion and accuracy of said forms. CONTRACTOR shall permit LEA representatives, upon reasonable notice, to meet with staff of CONTRACTOR for the purpose of discussing attendance reporting.
17. CONTRACTOR shall allow periodic monitoring of each pupil's instructional program by LEA and shall be invited to participate in the review of the pupil's progress by the LEA. Representatives of LEA shall have reasonable access to observe each pupil at work, observe the instructional setting, interview CONTRACTOR and review each pupil's progress, including the behavioral intervention plan, if any. CONTRACTOR agrees that LEA representatives may make unannounced monitoring visits.
18. CONTRACTOR shall provide for reasonable parental visits to all of the school facilities including, but not limited to, the instructional setting attended by pupil's school and recreational activity areas, and pupil's living quarters. CONTRACTOR shall ensure that parental visits are in agreement with court order, if any.
19. Within 30 days after CONTRACTOR becomes aware of pupil's change of residence, CONTRACTOR shall notify LEA of said change of residence. CONTRACTOR shall notify parents in writing of their obligation to notify CONTRACTOR of changes of pupil's residence.  
  
If CONTRACTOR neglects to follow these procedures, costs for services delivered after CONTRACTOR becomes aware of a pupil's change of residence to another district will not be the responsibility of the LEA.
20. CONTRACTOR shall immediately report by telephone to LEA, Special Education Unit, if a pupil is removed from Nonpublic agency services by the parent. CONTRACTOR shall confirm such telephone call in writing.
21. CONTRACTOR agrees to complete a written accident report and forward it to the LEA, Special Education Unit, when a student has suffered an injury that requires medical attention.
22. CONTRACTOR agrees to submit an incident report to the LEA, Special Education Unit when it becomes aware of circumstances that require notification be made to other agencies. These circumstances may include, but are not limited to, allegations of molestation, child abuse, injuries resulting from physical restraint, and Behavioral Emergency Reports.
23. Annual progress reports shall be sent by CONTRACTOR to LEA. An updated report shall be submitted if there is no current progress report when pupils are scheduled for a review by the LEA's Individualized Education Program team or when a pupil's enrollment is terminated.
24. CONTRACTOR agrees, in the event of agency closure, to forward pupil records to LEA. These shall include, but need not be limited to, current transcript, IEPs and results of proficiency testing.
25. Any structural modifications required in compliance with prevailing legal mandates shall not be the responsibility of the LEA.



26. CONTRACTOR assures LEA that it does not discriminate on the basis of race, religion, sex, national origin, age, sexual orientation or disability in employment or operation of its programs.
27. CONTRACTOR assures LEA that all staff members, including volunteers, are familiar with child and dependent adult abuse reporting obligations and procedures as specified in the California Penal Code.

#### PAYMENT PROVISION

28. RATE SCHEDULE

Education service(s) offered by CONTRACTOR, and the charges for such service(s) during the term of this contract, shall be as follows: **Hourly rate of \$150.00, not to exceed 100 hours, through June 30, 2008.**

29. PAYMENT DEMAND

CONTRACTOR shall submit written demand monthly for payment. Said demand shall be made on a form and in the manner prescribed by the California Department of Education. CONTRACTOR shall submit said demands for payment of services rendered no later than thirty (30) days from the end of the contract period in which said services are actually rendered. LEA shall make payment in an amount equal to the number of creditable hours of consultation multiplied by the agreed upon unit amount within forty-five (45) days of receipt of invoice.

CONTRACTOR shall submit rebilling payment no later than ten (10) calendar days when an invoice is returned to the CONTRACTOR.

30. RIGHT TO WITHHOLD

LEA has the right to withhold payment to CONTRACTOR when LEA has reliable evidence, described in writing to CONTRACTOR that: (A) CONTRACTOR's performance, in whole or in part, either has not been carried out or is insufficiently documented; (B) CONTRACTOR has neglected, failed or refused to furnish information or to cooperate with the inspection, review or audit of its program, work or records; (C) service is provided by personnel who are not appropriately credentialed/licensed or whose credential(s)/license(s) are not on file with LEA, Special Education Unit; (D) records required by LEA prior to school closure have not been received; (E) properly submitted payment demand is not received by LEA within thirty (30) days from the end of the attendance accounting period. (F) properly submitted rebilling payment demand is not received by LEA within ten (10) calendar days from the date that the invoice is returned to the CONTRACTOR. If LEA expresses intent to withhold payment, CONTRACTOR shall have ten (10) days from date of receipt of said writing hereinabove referred to, to correct such deficiency. Upon written request from CONTRACTOR documenting reasonable justification, LEA shall agree to an extension of thirty (30) days for correction.

31. AUDIT EXCEPTIONS

CONTRACTOR agrees to accept responsibility for receiving, replying to, and/or complying with any audit exceptions by appropriate LEA personnel or State or Federal audit agencies occurring as a result of the CONTRACTOR's performance of this contract. CONTRACTOR also agrees to pay to LEA within forty-five (45) days of demand by LEA the full amount resulting from any audit exceptions to the extent that are attributable to CONTRACTOR's failure to perform properly any of its obligations under this contract unless LEA agrees to different terms in writing. Any and all audit exceptions must be specified in complete detail before any demand by LEA for any amount set forth therein.

32. CONTRACTOR shall notify the LEA in writing in advance of providing any service(s) when CONTRACTOR is unable to meet the requirements of this contract.

### OTHER PROVISIONS

33. During the term of this contract, CONTRACTOR shall comply with all applicable federal, state, State Board of Education, and local statutes, laws, ordinances, rules and regulations relating to the required special education and designated instruction and services and facilities for individuals with exceptional needs.
34. This contract and any exhibits or attachments hereto constitute the entire agreement between LEA and CONTRACTOR and supersedes any prior to contemporaneous understanding or agreement with respect to the services contemplated.
35. The terms and conditions of this contract shall be governed by the laws of the State of California with venue in San Joaquin County, California.

The parties hereto have executed this Contract by and through their duly authorized agents or representatives.

This contract is effective on **July 1, 2007** and terminates at **5:00 p.m. on June 30, 2008**, unless sooner terminated as provided herein.

### LEA

Nancy E. Hopple Director of Special Education Tracy Joint Unified School District 1875 W. Lowell Avenue Tracy, CA 95376 (209) 830-3270	_____ Date
---	---------------

James C. Franco Ed.D. Superintendent	_____ Date
---	---------------

### CONTRACTOR

\_\_\_\_\_  
Name

\_\_\_\_\_  
Position

Coleen Sparkman  
Director  
Therapeutic Pathways, Inc.  
1115 14<sup>th</sup> Street  
Modesto, CA, 95354  
(209) 572-2589  
(209) 572-1461 FAX



# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. James Franco, Superintendent  
**FROM:** ~~Dr. Sheila Harrison~~, Assistant Superintendent of Educational Services  
**DATE:** ~~October 26, 2007~~  
**SUBJECT:** Ratify Contract with The Speech Path

**BACKGROUND:** Special education students may require specialized instruction and support from outside service providers. The District has contracted with The Speech Path for the last two years to provide augmentative communication support to a child with autism. Ratification is necessary due to the fact that the services are being provided based on current IEP provisions.

**RATIONALE:** This particular child has worked with the subcontractor for The Speech Path for over one year. She continues to require this specialized service and the District does not have any personnel with the appropriate skills or knowledge to provide student and staff training in the area of augmentative communication. Nonpublic agency contracted services are part of the continuum of services districts must provide to students with exceptional needs. This request supports the following Strategic Goals: Goal #2 "Provide a variety of learning opportunities in a safe, caring and accessible learning environment in order to improve student achievement"; Goal # 6 "Provide training and staff development"; and Goal # 7 "Develop and utilize partnerships to achieve district goals and impact student achievement and increase value/satisfaction to the community."

**FUNDING:** Expenses for this contract are billed at \$ 100.00 per hour for up to 40 hours. Total contract expenses will not exceed \$4,000.00 from July 1, 2007-November 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 ( 40 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 \$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 July 1, 2007 and shall terminate on November 30, 2008.
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:** *JS* Dr. Sheila Harrison, Assistant Superintendent of Educational Services  
**DATE:** *JS* October 15, 2007  
**SUBJECT:** Approve Out-of-State Travel to Redmond, WA, for Cindy Minter to Attend Microsoft's US Public Sector CIO Summit, February 26-29, 2008.

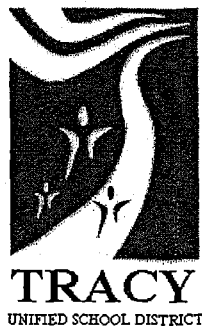
**BACKGROUND:** Microsoft Corporation has invited Cindy Minter to attend the Microsoft's US Public Sector CIO Summit in Redmond, WA, on February 26-29, 2008.

**RATIONALE:** The Microsoft Public Sector CIO Summit is designed to provide participants with the opportunity to explore important technology trends and best practices with colleagues and industry experts. It is an honor to be invited and is an outstanding opportunity to keep the District's technology department knowledgeable and up-to-date as we continue to do everything we can to provide students, staff and parents with robust, reliable and up-to-date technology services. This meets Strategic Goal #3, Technology as a tool for improvement in classrooms and operations.

**FUNDING:** Expenses are paid for by the Information Services and Educational Technology funds. Approximate cost is \$1200.00.

**RECOMMENDATION:** Approve Out-of-State Travel to Redmond, WA, for Cindy Minter to Attend Microsoft's US Public Sector CIO Summit, February 26-29, 2008.

**Prepared by:** Cindy Minter, Director of Information Services and Educational Technology.



# EDUCATIONAL SERVICES MEMORANDUM

**To:** Dr. James Franco, Superintendent  
**From:** *SH* Dr. Sheila Harrison, Assistant Superintendent for Educational Services  
**Date:** November 2, 2007  
**Subject:** Approve School Site Single Plans for Student Achievement and Site Categorical Budgets for the 2007/2008 School Year.

**BACKGROUND:** Each school site is required to develop a school plan (Single Plan for Student Achievement) which includes an analysis of the prior year's assessment data, evaluates the progress toward meeting the goals for that year, establishes goals for the new school year, and develops a budget to support the successful implementation of the goals.

**RATIONAL:** State law requires local Governing Board approval of each site's Single Plan for Student Achievement. This report supports Strategic Goal #1: Raise the achievement of all students and Strategic Goal #2: Provide a variety of learning opportunities in a safe, caring learning environment in order to improve student achievement.

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

**RECOMMENDATION:** Approve School Site Single Plans for Student Achievement and Site Categorical Budgets for the 2007/2008 School Year.

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



# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. James C. Franco, Superintendent  
**FROM:** Dr. Sheila Harrison, Assistant Superintendent of Educational Services  
**DATE:** November 6, 2007  
**RE:** **Approve Agreement for Special Contract Services with Kendra Willis, CEO, for Career Pro Staffing Services to Provide five (5) Teen Employment Workshops on November 26, December 3, December 10, December 17 and December 18, 2007, at George and Evelyn Stein High School.**

**BACKGROUND:** Kendra Willis, CEO of Career Pro Staffing Services, is a motivational speaker and a career trainer. Ms. Willis will present five (5) workshops to a select group of George and Evelyn Stein students, focusing on Career Exploration, Application Process, Resumes and Cover Letters, and Successful Interviewing.

**RATIONALE:** The Teen Employment Workshops will motivate and educate students on how to start preparing for the workforce. At the end of each workshop, students will be expected to have the drive and motivation to continue their job search efforts on their own. Students will know how to look for a job and where to look. All students will have an e-mail address that they use specifically for their job search efforts. Students will know how to have a successful interview, how to follow up after an interview, and how to dress for an interview. All students will have a hard copy of their resume as well as a printable disk version. This workshop is used as a guide to help motivate and educate students on how to start preparing for the workforce.

**FUNDING:** The workshop fee not to exceed \$1,200 will be paid with George and Evelyn Stein Block Grant Funds.

**RECOMMENDATION:** Approve Agreement for Special Contract Services with Kendra Willis, CEO, for Career Pro Staffing Services to Provide five (5) Teen Employment Workshops on November 26, December 3, December 10, December 17 and December 18, 2007, at George and Evelyn Stein High School.

**Prepared by:** Cynthia Johannes, Principal, George and Evelyn Stein High School



# TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Avenue, Tracy, California 95376

## AGREEMENT FOR SPECIAL CONTRACT SERVICES

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and Career Pro Staffing Services, 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: Offer four, forty-five minute training session and one, one hour and fifty minute training session at George and Evelyn Stein High School for Teen Employment Workshop 2007.
2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of five ( 5 ) (HOURS/DAY(s)) (circle one), under the terms of this agreement at the following location George and Evelyn Stein High School, 650 W. Tenth St., Tracy.
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
  - a. District shall pay \$ 1,200 per HOUR/DAY/LAT RATE (circle one), not to exceed a total of \$ 1,200. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
  - b. District [ ] SHALL; [ X ] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the district rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ 0 for the term of this agreement.
  - c. District shall make payment on a [ ] 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 November 26, 2007, and shall terminate on December 18, 2007.
5. This agreement may be terminated at any time during the term by either party upon five day's written notice.
6. Contractor shall contact the District's designee, Cynthia Johannes at (209) 830-3395 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.
7. The parties intend that an independent contractor relationship be created by this contract and District assumes no responsibility for workers' compensation liability. District likewise assumes no responsibility for liability for loss, damage, or injury to person(s) or property resulting from, or caused by, the contractor's activities during or relating to the performance of service under this Agreement.

Contractor agrees to hold harmless and to indemnify District for:

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

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

**AGREED:**

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Address

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

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

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

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

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

Send all copies to the Business Office:

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



# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. James Franco, Superintendent  
**FROM:** *JS* Dr. Sheila Harrison, Assistant Superintendent for Educational Services  
**DATE:** October 15, 2007  
**SUBJECT:** Receive Annual Williams Report for the Fiscal Year 2007-08

**BACKGROUND:** Pursuant to the Williams Settlement and California Education Code Section 1240(c)(2)(B) the San Joaquin County Office of Education must visit schools identified in our district, review the following areas: 1) sufficient textbooks and instructional materials, 2) school facilities that are clean, safe, and maintained in good repair, 3) accurate data on the annual school accountability report card related to areas 1 and 2, and 4) a properly credentialed teacher for every classroom, and report the results of the visits and reviews to the local governing board. The identified schools in Tracy Unified School District are those schools that were ranked in deciles 1, 2 or 3 on the state ranking released in February 2007. Those schools include: Central Elementary, Delta Island Elementary, Monte Vista Middle and North Elementary Schools.

**RATIONALE:** The annual report for the 2007-08 fiscal year has been completed by the San Joaquin County Office of Education and must be reported to the local school board during the month of November. The report summarizes the findings of the visits and reviews. This report supports Strategic Goal #2: Provide a variety of learning opportunities in a safe, caring learning environment in order to improve student achievement and Goal #5: Continuously improve fiscal and human resources, facilities and operational processes in order to support our efforts to meet or exceed district, state and federal targets.

**FUNDING:** No cost

**RECOMMENDATION:** Receive Annual Williams Report for the Fiscal Year 2007-08.

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



## SAN JOAQUIN COUNTY OFFICE OF EDUCATION

October 26, 2007

Mr. Gregg Crandall, President; Mr. James Vaughn; Mr. Tom Hawkins; Ms. Joan Feller;  
Mr. Ted Guzman; Mr. Kelly Lewis and Mr. Bill Swenson  
District Board of Trustees of Tracy Unified School District  
1875 W. Lowell Avenue  
Tracy, CA 95376-4095

Dear Mr. Gregg Crandall, President,

California *Education Code* Section 1240 requires that I visit schools identified in our county, review information in the areas noted below, and report to you the results of my visits and reviews. I am pleased to provide, for submission to your governing board at a regularly scheduled November meeting, the annual report for fiscal year 2007-2008 as required by *Education Code* section 1240(c)(2)(B) pursuant to the Williams Settlement. This report presents the results of my visits and reviews at Tracy Unified School District.

The purpose of these visits as specified in California Education Code Section 1240 was to:

1. Determine if students have "sufficient" standards-aligned instructional materials in four core subject areas (English language arts, mathematics, history/social science and science), including science laboratory equipment in grades 9-12 and as appropriate, in foreign languages, and health;
2. Determine if there is any facility condition that "poses an emergency or urgent threat to the health or safety of pupils or staff"; and
3. Determine if the school has provided accurate data on the annual school accountability report card related to the sufficiency of instructional materials and the safety, cleanliness, and adequacy of school facilities, including "good repair."

The law further requires that the county superintendent annually monitor and review teacher misassignments and teacher vacancies in schools ranked in deciles 1-3 (2006 Base API).

Before proceeding with the report, let me define some basic terms:

- "Sufficient textbooks or instructional materials" means each pupil, including English language learners, has a standards-aligned textbook, or instructional materials, or both, to use in class and to take home.
- A school facility condition that poses an "emergency or urgent threat: is a "condition that poses a threat to the health or safety of pupils or staff while at school."
- "Good Repair" means the school facilities are clean, safe and functional as determined pursuant to the school facility inspection and evaluation instrument developed by the Office of Public School Construction or a local evaluation instrument that meets the same criteria. Each school district that receives state funding for facilities maintenance is required to establish a facilities inspection system to ensure that each of its schools is maintained in "good repair."

My findings were as follows:

### Instructional Materials

Schools were reviewed for sufficient textbooks and instructional materials.

School	Review Date	# of Classrooms Visited	Textbook/Instructional Materials Needed
Central Elementary	08/21/2007	21	None
Delta Island Elementary	08/21/2007	13	None
Monte Vista Middle	08/31/2007	24	None
North Elementary	07/25/2007	17	None
	08/31/2007	11	

### School Facilities

Schools were reviewed for condition of facilities, whether they were in "good repair or pose an "emergency."

School	Review Date	Room/ Area	Facility Deficiencies Identified	Emergency	Correction/ Action Taken
Central	08/21/2007	School Campus	The paint around window areas has weathered, chipped and peeled		The district is in the process of addressing the 38 identified deficiencies at Central.
			Evidence of termites in several areas	X	
		Room 17	One sink, low water pressure		
			One sink nonfunctioning	X	
			Cracked windows	X	
			Boys and girls restrooms have broken windows	X	
		Room 13	Drinking fountain, low pressure		
		Restrooms / Multipurpose Room	Low pressure in toilet (will not flush)	X	
			Stained toilets (water yellow color)		
			Chipping paint on floor		
		Drinking Fountain near Multipurpose	Yellowish color in water; rusty hardware	X	
			One fountain not working	X	
		Drinking Fountain by Room 2	Yellowish color in water	X	
			Sink worn	X	
		Kindergarten Playground	Large hole on ramp	X	
		Main Playground Slide/Bar Area	Exposed concrete in some areas where old sand exists	X	
			Wood border splintered	X	
		Room 25	Termite eggs found on window ledge	X	

		Restrooms by Room 21	Leaking toilet handles	X	
			Handicapped stall used for storage (not accessible)	X	
		Library	Termite evidence near window (west)	X	
			Light turned off due to water leak	X	
		Staff Room	Hole where old clock was hanging	X	
			Hole in floor on north side	X	
			Floor covering on steps is loose	X	
		Multipurpose Room	Ceiling tile should be filled in around new lights		
			Water heater rusted	X	
			Drinking fountain rusted and low pressure	X	
			Kitchen shelves need to be cleaned		
			Kitchen – wire exposed from ceiling	X	
		Room 10	Paint is chipping and peeling (outside)		
		Room 12	Broken window	X	
		Room 6	Water yellowish color	X	
		Room P3	Broken lock on door	X	
		Room P7	Broken faucet	X	
		Room 27	Exterior wall chipping and peeling paint		
		Room 21	Broken windows on north side	X	
		Drinking Fountain by Room 8	Drinking fountain does not work	X	
Delta Island	08/21/2007	Room K	Drinking fountain leaks so it is turned off	X	The district is in the process of addressing the 15 identified deficiencies at Delta Island.
			Drinking fountain water is yellow	X	
		Room 7	Electrical cords and surge protectors are in disarray	X	
			Room in general must be cleaned and organized		
		Computer Lab	Loose electrical cords	X	
		Multipurpose Room	Restroom area – badly chipping and peeling paint		
			Restroom sinks, toilets and urinal badly stained (yellow and rusty)		
		Restrooms	Drinking fountain not working	X	
			Bird droppings on ramp area	X	
		General Concerns	Concerns for the safety of the drinking water	X	
			Rust in water pipes? (yellow water)	X	
			Bird droppings in many areas of the school	X	
		Library Exterior	Bird nest and droppings	X	

			Large open space at bottom of fence in storage area outside	X	
		Playground	Gate off hinges and leaning against fence by boys & girls restrooms (Hazard)		
Monte Vista	08/31/2007	School Campus	Multipurpose Room – air conditioning does not work properly	X	The district is in the process of addressing the 67 identified deficiencies at Monte Vista.
			Along Rooms 21-23 there are cracks and raised areas in concrete (needs repair)	X	
			Along Rooms 21-44 between walk and backs of the classrooms there is dirt and high weeds (Health and Safety issue)	X	
			Boys and girls locker rooms air conditioning does not work	X	
		Room 2	Extension cords		
			Dirty windows		
		First Hall	Raised and uneven concrete	X	
			Drain not working	X	
			Drinking fountain is broken and dirty	X	
			Irrigation system is not working	X	
		Restroom Main Boys	Holes in wall	X	
			Graffiti	X	
			Cracked and raised uneven sidewalks	X	
		Restroom Main Girls	Broken tiles		
			Rusty holders		
		Second Hall	Drainage problem	X	
			Peeling/cracking paint		
			Irrigation system not working	X	
			Overhang dry rot	X	
		Room 17	Ceiling tile missing		
			Windows dirty		
			Drinking fountain not working	X	
		Room 18	Windows dirty		
			Precariously hung cords	X	
		Room 16	Windows dirty		
			Drinking fountain broken	X	
			Ceiling tiles missing in northwest corner		
		Room 22	Damaged tiles		
			Evidence of leak in ceiling seam	X	
			Hole outside of door	X	
		Room 42	Entry ramp boards buckling	X	
		Room 36	Windows dirty		

		Main Hall	Storage door wood rotted	X	
			Paint chipped		
			Dangling wire on library side	X	
		Library	Windows dirty		
			Worn/torn carpet		
		Cafeteria	Worn/curling mat by front door		
			Floor tile has holes	X	
			Stage carpet dirty		
			Holes in east wall		
			Curtains torn		
			Chipped tile		
		Storage Area Behind Cafeteria	Uncovered electrical box	X	
			Garbage – discarded metal materials and partially crushed equipment	X	
			Paint chipped and peeling		
		Room 27	Worn/torn carpet		
			Screens missing outside building base	X	
		Room 28	All exterior window screens rusted		
			Carpet torn/worn		
			Cracked floor and overhead tile	X	
		Room 21	Torn wall paper		
			Ceiling tiles		
		Room 15	Windows dirty		
			Extended cords		
		Room 20	Tile damage		
			Eaves – paint peeling		
		Room 8	Window dirty		
			Cords extended/exposed	X	
			Broken faucet	X	
		Room 8	Dirty windows		
			Cords extended/exposed	X	
			Broken faucet	X	
		Room 9	Dirty windows		
		Front of school	Entry door paint chipped		
			Irrigation system not working	X	
			Paint peeling		
North	07/25/2007 08/31/2007	School Campus	Playing field – one-fourth of the field cannot be used because of ruts caused by tree removal heavy equipment (Safety Hazard)	X	The district is in the process of addressing the 27 identified deficiencies at North.
			Corridor outside 30s & 50s room-paint outside woodwork (chipped and needs painting)		



			Doors from coat room to various classrooms need thresholds adjusted. New thresholds were installed when carpets were replaced. The doors cannot be shut because threshold screws are too high.	X	
		Room 71	Broken switch plate cover on back wall	X	
		Room 82	Broken rain gutter downspout	X	
			Note: Principal says flooding occurs during heavy rain because sidewalk slopes inward	X	
		Room 92	Ceiling tiles slightly torn		
			Broken rain gutter downspout	X	
			Outside drinking fountain heads are loose		
		Outside Room 5	Chipped outside paint		
		Boys & Girls Restroom Blacktop Area	No "Boys" or "Girls" signs on doors		
		Room 23	Large stain on ceiling		
		Room 52	Obvious leak in corner of coat room	X	
		Room 51	Window putty is chipped	X	
			Ceiling tile stain by window		
			Crack on corner by window of coat room		
		Room 33	Ceiling tile stains		
			Light covers appear to be very dingy and dirty		
		Room 32	Ceiling tile stains		
			Light covers appear to be very dingy and dirty		
		Room 31	Light covers appear to be very dingy and dirty		
		Room 42	Ceiling tile stains		
		Room 12	Ceiling paint peeling		
			Exposed wire by light (no cover plate)	X	
		Room 13	Crack in ceiling by wall		
			Broken faucet handle	X	
		Administration Building	Loose carpet in hall to outside		

### **School Accountability Report Card**

The 2007-08 School Accountability Report Cards will be reviewed in May 2008 to determine the accuracy of the information reported for sufficiency of textbooks and instructional materials and safety, cleanliness, and adequacy of school facilities, including "good repair."

**Teacher Misassignments Reported to San Joaquin County Office of Education on 7/07**

School	# Misassignments for the 2006-07 school year	# Misassignments that were corrected within 30 calendar days	# of classes in which the teacher was lacking the appropriate authorization and training to teach English Language Learners and 20% or more of students were English Language Learners
Central	0	0	0
Delta Island	0	0	0
Monte Vista Middle	Information will be available 7/1/08	Information will be available 7/1/08	Information will be available 7/1/08
North	Information will be available 7/1/08	Information will be available 7/1/08	Information will be available 7/1/08

**Teacher Vacancies for the 2006-07 School Year**

There were no teacher vacancies reported for Central and Delta Island. Information for Monte Vista and North will be available on 7/1/08.

**Uniform Complaint**

The number of Uniform Complaints filed within the district for the quarter beginning July 15, 2007 and ending October 15, 2007.

General Subject Area	Total # of Complaints	# Resolved	# Unresolved
Textbooks and Instructional Materials	None		
Teacher Misassignments or Vacancies	None		
Facilities Conditions	None		
TOTALS	None		

In conclusion, the visitation to all of the schools was a positive, professional experience with a focus by the staff on seeking to improve the learning of each student at the four schools. The San Joaquin County Office of Education is available to support the actions that need to be taken to address the needs identified in my report. If I can be of further assistance to you please contact me at San Joaquin County Office of Education.

Sincerely,



Fredrick A. Wentworth, Ed. D.  
County Superintendent

Cc: James Franco, Superintendent  
Carol Anderson-Woo, Director, Curriculum & Special Projects  
Denise Wakefield, Director, Facilities and Construction



# HUMAN RESOURCES MEMORANDUM

**TO:** Dr. James Franco, Superintendent  
**FROM:** James Mousalimas, Assistant Superintendent of Human Resources  
**DATE:** November 13, 2007  
**SUBJECT:** Approve Classified, Certificated, and/or Management Employment

## BACKGROUND:

Doyle, David

Jerome, Julie

Pepperman, Linda

## MANAGEMENT

Middle School Counselor (Replacement)  
Monte Vista  
LMP 5, Step A \$60,001.50  
Funding: General Fund

School Nurse (Replacement)  
DEC/Health Services  
LME 28 D, \$64,788.10  
Funding: General Fund

GATE Coordinator .40 (New)  
DEC  
LME 43, Step C \$34,944.38 at .40 FTE  
Funding: Special Education/GATE

## BACKGROUND:

Haynes, Valerie

## CERTIFICATED

7<sup>th</sup> Core (Replacement)  
North School  
Class 1, Step 1 42,004  
Funding: General Fund

## BACKGROUND:

Amiri, Linda

## CLASSIFIED

School Supervision Assistant (Replacement)  
Poet Christian Elementary School  
1.5 hours per day  
Range 21, Step A - \$11.69 per hour  
Funding: General Fund

Arribeno, Martha	School Supervision Assistant (Replacement) Louis Bohn Elementary School 1 hour per day Range 21, Step A - \$11.69 per hour Funding: General Fund
Bartlett, Erica	School Supervision Assistant (Replacement) Jacobson Elementary School 2 hours per day Range 21, Step C - \$12.81 per hour Funding: General Fund
Bolton, Jennifer	Kindergarten Para Educator I (Replacement) Louis Bohn Elementary School 3 hours per day Range 24, Step A - \$12.51 per hour Funding: General Fund
Boswell, Kimberly	Bus Driver/Custodian/Groundskeeper (New) Transportation/Maintenance 8 hours per day Range 36, Step A - \$16.53 per hour + ND Funding: General Fund – 25%; Transportation- Home to School – 50%; Ongoing & Major Maintenance 25%
Chase, Lidia	I.E.P. Para Educator I (Replacement) Poet Christian Elementary School 4 hours per day Range 24, Step A - \$12.51 per hour Funding: Special Education-IDEA Grant
Diaz, Louisa	School Supervision Assistant (Replacement) George Kelly School 2 hours per day Range 21, Step A - \$11.69 per hour Funding: General Fund
Gonzales, Felipe	Custodian I (Replacement) West High School 8 hours per day Range 31, Step E - \$17.74 per hour + ND Funding: General Fund
Gupta, Ashimita	I.E.P. Para Educator I (Replacement) Hirsch Elementary School 3 hours per day Range 24, Step B - \$13.11 per hour Funding: Special Education-IDEA Grant

Jackson, Queen	School Supervision Assistant (Replacement) Jacobson Elementary School 2 hours per day Range 21, Step C - \$12.81 per hour Funding: General Fund
Lopez, Benjamin	Para Educator I- P.E. Program (Replacement) Williams Middle School 6 hours per day Range 24, Step A - \$12.51 per hour Funding: General Fund
Morreira, Patrick	Bus Driver/Custodian/Groundskeeper (New) Transportation/Maintenance 8 hours per day Range 36, Step A - \$16.53 per hour + ND Funding: General Fund – 25%; Transportation- Home to School – 50%; Ongoing & Major Maintenance – 25%
Nawaz, Fauzia	Para Educator I (Replacement) Louis Bohn Elementary School 3 hours per day/4 days per week Range 24, Step C - \$13.73 per hour Funding: School & Library Block Grant
O'Leary, Judith	School Supervision Assistant (Replacement) Jacobson Elementary School 2 hours per day Range 21, Step C - \$12.81 per hour Funding: General Fund
Rodriguez, Gabriela	Bilingual Para Educator I (Replacement) Monte Vista Middle School 4 hours per day Range 24, Step A - \$12.51 per hour Funding: EIA
Wright, Nidaluz	Special Ed Para Educator I (Replacement) Poet Christian Elementary School 6 hours per day Range 24, Step C - \$13.73 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  
**DATE:** November 13, 2007  
**SUBJECT:** Accept Resignations/Retirements/Leave of Absence for Classified, Certificated, and/or Management Employment

## BACKGROUND:

## CERTIFICATED RESIGNATION

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
Pepperman, Linda .20 Job Share 6 <sup>th</sup> Grade GATE	Williams	11/1/2007	To Accept .40 GATE Coordinator Position/TUSD

## BACKGROUND:

## CLASSIFIED RESIGNATIONS

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
Bartlett, Erica	South	10/26/2007	To Accept School Supervision Assistant position at Jacobson
Hollenbeck, Sandy	Art Freiler	10/17/2007	None given

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

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



# BUSINESS SERVICES MEMORANDUM

**TO:** Dr. James Franco, Superintendent  
**FROM:** Dr. Casey Goodall, Associate Superintendent for Business  
**DATE:** November 5, 2007  
**SUBJECT:** Adopt Resolution 07-12 of the Board of Education of the Tracy Joint Unified School District Relating to Issuance of Tax Allocation Bonds by the Tracy Community Development Agency to Finance Improvements to Certain District Schools

**BACKGROUND:** Pursuant to the California Community Redevelopment Law, Health and Safety Code Sections 33000et seq., the City of Tracy formed the Community Development Agency (Agency) of the City of Tracy on July 17, 1990. Agreements between the Agency and Tracy Elementary and Joint Union (TUSD) agree to pay TUSD a portion of the annual tax increment review received by the Agency beginning with the 1991-1992 fiscal year.

Currently TUSD receives approximately \$450,000 annually, which can be spent on projects designated on those schools that fall within the redevelopment agency boundaries. These schools include: McKinley, North, Central, West Park, Central and South Elementary Schools; Monte Vista Middle School; the Clover Campus and Tracy High School. The annual amount will be significantly reduced by the amount needed to cover the debt service from a new issue.

**RATIONALE:** The Tracy Community Development Agency is contemplating the issuance of another tax allocation bonds using future tax revenue in January 2008. The District can choose to participate in the tax allocation bond sale and receive between \$6-\$8 million dollars in a lump sum. This money can be used to expand or improve the schools mentioned above.

**FUNDING:** There are no funding implications from our participation in the issuance.

**RECOMMENDATION:** Adopt Resolution 07-12 of the Board of Education of the Tracy Joint Unified School District Relating to Issuance of Tax Allocation Bonds by the Tracy Community Development Agency to Finance Improvements to Certain District Schools.

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



**TRACY JOINT UNIFIED SCHOOL DISTRICT  
RESOLUTION NO. 07-12**

**RESOLUTION OF THE BOARD OF EDUCATION OF THE TRACY JOINT  
UNIFIED SCHOOL DISTRICT RELATING TO ISSUANCE OF TAX ALLOCATION  
BONDS BY THE TRACY COMMUNITY DEVELOPMENT AGENCY TO FINANCE  
IMPROVEMENTS TO CERTAIN DISTRICT SCHOOLS**

**WHEREAS**, pursuant to separate agreements (collectively, the "Pass-Through Agreements") between (i) the Tracy Community Development Agency (the "Agency") and the Tracy Elementary School District and (ii) the Agency and the Tracy Joint Union High School District, the Agency agreed to pay the districts (collectively, the "School Districts"), beginning in fiscal year 1991-92 and through the term of the Pass-Through Agreements, a portion of the annual tax increment revenue received by the Agency from the Agency's Community Development Project Area (the "Project Area"); and

**WHEREAS**, the Agency previously used a portion of the proceeds of tax allocation bonds (the "Prior Bonds") issued by the Agency to finance improvements to schools of the Tracy Joint Unified School District (the "District") and, as a result, the District agreed to allow the Agency to pledge a portion of the tax increment revenues otherwise payable to the School Districts under the Pass-Through Agreements, in an amount sufficient to pay debt service on that portion of the Prior Bonds that was used to finance such school improvements, as security for the Prior Bonds; and

**WHEREAS**, the Agency has informed the District that it plans to issue tax allocation bonds in calendar year 2008 (the "2008 Bonds") and the District wishes to ask the Agency to use a portion of the proceeds of the 2008 Bonds to finance improvements to schools in the District;

**NOW, THEREFORE, IT IS RESOLVED, DETERMINED AND ORDERED** by the Board of Education of the Tracy Joint Unified School District, as follows:

Section 1. Request; Agreement to Agency Pledge. The Board of Education of the District hereby requests the Agency to use a portion of the proceeds of the 2008 Bonds to finance improvements to District schools, with such portion to be mutually agreed-upon by the Agency and a Designated Officer of the District (as defined below), and hereby agrees that the



Agency may pledge a portion of the tax increment revenues otherwise payable to the School Districts under the Pass-Through Agreements, in an amount sufficient to pay debt service on that portion of the 2008 Bonds used to finance such school improvements, as security for the 2008 Bonds.

Section 2. Official Actions. The District Superintendent and the Assistant Superintendent, Business Services, or any designee of any such officer (each, a "Designated Officer of the District"), are hereby individually authorized and directed, for and in the name and on behalf of the District, to do any and all things and take any and all actions, including execution and delivery of any and all assignments, certificates, agreements, consents, and other documents, which they, or any of them, may deem necessary or advisable in order to consummate the transactions described herein.

Section 3. Effect. This Resolution shall take immediate effect.

\* \* \* \* \*

The foregoing resolution was introduced by Board Member \_\_\_\_\_, who moved its adoption, seconded by Board Member \_\_\_\_\_, and adopted on November 13, 2007, by the following roll call vote:

Member	_____	_____
Member	_____	_____
Member	_____	_____
Member	_____	_____
Member	_____	_____

WHEREUPON , the President declared the above resolution adopted and

SO ORDERED,

\_\_\_\_\_  
President, Board of Education



# BUSINESS SERVICES MEMORANDUM

**TO:** Dr. James Franco, Superintendent  
**FROM:** Cgg Dr. Casey Goodall, Associate Superintendent for Business  
**DATE:** November 2, 2007  
**SUBJECT:** Approve Agreement with Rainforth Grau Architects for a Master Plan Study of the Facilities at Tracy High School

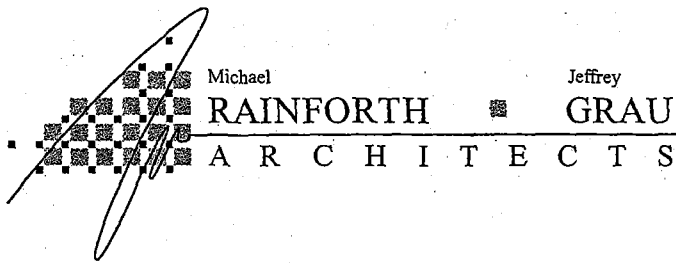
**BACKGROUND:** At the August 8, 2006 Board Meeting, the Board authorized the Assistant Superintendent of Business Services to enter into an Agreement with Rainforth Grau Architects to provide architectural services for the modernization of Tracy High School. As part of the first step in the modernization process, Rainforth Grau Architects spent several months developing an assessment of Tracy High School modernization needs that were outlined in the projects listed in Measure E. During the time the architects and consulting engineers were developing the assessment, the 40 Classroom Building was bid, as well as a number of new construction projects within northern California. Recent construction bids have consistently been much lower than originally estimated. Significant changes in the economy have led to the reduction in cost.

**RATIONALE:** The project architects and their engineering consultants completed their assessments and concluded that based on the estimated cost of **renovating** existing buildings as compared to their cost estimate to **replace** the old facilities at Tracy High School, replacement of older facilities may provide a more economical way of achieving the same results. In an effort to make a better recommendation on whether to renovate or replace old buildings at Tracy High School, staff is proposing a new master plan. The intent of the new master plan will be to develop a replacement alternative for the existing buildings that could be a more feasible and economical way to optimize District resources and provide the community with the most efficient facilities at Tracy High School.

**FUNDING:** The \$25,000 cost of the proposal for the alternative master plan will be funded by Measure E bond proceeds and State School Facilities Program grants.

**RECOMMENDATION:** Approve Agreement with Rainforth Grau Architects for a Master Plan Study of the Facilities at Tracy High School

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



Architecture & Planning ■

AGREEMENT BETWEEN CLIENT AND ARCHITECT  
FOR CALIFORNIA SCHOOL PROJECTS

2407 J Street, Suite 202 ■

Sacramento, CA 95816-5020 ■

This AGREEMENT, made in 3 copies on the 1st day of September, 2007, By and Between the Tracy Unified School District of San Joaquin County, California, hereinafter called the CLIENT and Michael Rainforth ■ Jeffrey Grau ■ Architects, A Professional Corporation, hereinafter called the ARCHITECT.

(916) 368-7990 ■

FAX: (916) 368-7996 ■ For the Following PROJECT:

07-922 Tracy High School - Master Plan Study

A Professional Corporation ■

NOW THEREFORE, The Client and Architect agree as follows:

1. BASIC SERVICES OF THE ARCHITECT:

A. Schematic Design Phase

- (1) The Architect shall review the program furnished by the Client to ascertain the requirements of the project and shall review the understanding of such requirements with the Client.
- (2) The Architect shall prepare schematic design studies and site utilization plans leading to a recommended solution together with a general description of the project for approval by the Client.

2. EMPLOYEES AND CONSULTANTS

The Architect as part of the basic professional services, shall furnish at his expense the services of structural, mechanical, electrical, civil engineers and landscape architect, properly skilled in the various aspects of the design and construction of facilities required.

3. THE CLIENT'S RESPONSIBILITIES

- A. The Client shall provide full information as to the requirements and educational program of the project, including realistic budget limitations and scheduling.
- B. The Client shall furnish a certified survey of the site, if required.
- C. The Client shall furnish chemical, mechanical, or other tests required for proper design, and borings or test pits necessary for determining subsoil conditions.
- D. The Client shall furnish all inspection services.
- E. The Client shall furnish environmental investigations, studies and reports required to meet California Environment Quality Act (CEQA) requirements.
- F. The Client shall furnish all legal advice and services required for the project.
- G. The Client shall notify the Architect of administrative procedures required and name a representative authorized to act in its behalf. The Client shall promptly render decisions pertaining thereto to avoid unreasonable delay in the progress of the project. The Client shall observe the procedure of issuing any orders to contractors only through the Architect.
- H. During the Contractor's one year guarantee, the Client shall notify the Architect in writing of apparent deficiencies in material or workmanship.

4. ARCHITECT'S COMPENSATION

The Architect agrees to perform professional services provided by this Agreement and the Client agrees to pay the Architect for such services compensation in the amount of:

The amount determined by the Architect's Fee Schedule "U" (attached) as applied to personnel hours of Architect's staff and his consultant engineers and such Reimbursable Expenses as noted on the Schedule. The total fee for this project is not expected to exceed \$25,000.00.

5. PAYMENTS TO THE ARCHITECT

Payments on account of the agreed compensation in Article 4 shall be made upon presentation of Architect's monthly Invoice and Statement which will detail services rendered and expenses incurred by the Architect during the previous month's work. Payments to the Architect are due upon receipt and payable within 35 calendar days.

6. TERMINATION OF AGREEMENT

- A. The Client may terminate the Agreement on thirty (30) days written notice to the Architect for any reason provided that the Architect is compensated for all services completed to date in accordance with Section 6. B.
- B. In the event of such termination, the Client shall pay the Architect as full payment for all services performed and all expenses incurred under this agreement an amount the sum total of which bears the same ratio to the total fee otherwise payable under this agreement as the services actually rendered hereunder by the Architect bear to the total services necessary for the full performance of this agreement, plus any sums due the Architect for extra services agreed upon. In ascertaining the services actually rendered hereunder up to the date of termination of this agreement, consideration shall be given to both completed work and work in process of completion and to complete and incomplete drawings and other documents whether delivered to the Client or in the possession of the Architect. Notwithstanding any termination of the agreement or notice thereof, questions in dispute may be submitted to arbitration under the rules of American Arbitration Association and California state laws.

7. OWNERSHIP OF DOCUMENTS

The plans, specifications, and estimates shall be and remain the property of the Client, pursuant to Section 17316 of the Education Code.

8. ADDITIONAL SERVICES

When services not noted above are found necessary or desirable, Architect shall present a written proposal listing the specific additional services and fee associated therewith. Client's signature applied thereto will indicate acceptance of Architect's proposal for Additional Services.

9. LIMITATION OF LIABILITY

The Client agrees to limit the Architect's liability to the Client and all construction contractors and subcontractors on the Project arising from Architect's professional acts, errors or omissions, such that the total aggregate liability of Architect to all those named shall not exceed \$50,000. The Architect shall carry insurance to protect himself from claims of professional errors and omissions during periods of construction and for three years after filing of the Notice of Completion, upon which time, Architects' liability shall cease.

10. AMERICANS WITH DISABILITIES ACT

The Americans with Disabilities Act (ADA) provides that it is a violation of the ADA to design and construct a facility that does not meet the accessibility and usability requirements of the ADA except where an entity can demonstrate that it is structurally impractical to meet such requirements. The ADA also provides that alterations to a facility must be made in such a manner that, to the maximum extent feasible, the altered portions of the facility are readily accessible to and by individuals with disabilities. The Client acknowledges that the requirements of the ADA will be subject to various and possibly contradictory interpretations. The Architect therefore, will use his reasonable professional efforts to interpret applicable ADA requirements and other federal, state and local laws, rules, codes, ordinances and regulations as they apply to the project. The Architect, however, cannot and does not warrant or guarantee that the Client's project will comply with interpretations of ADA requirements and/or requirements of other federal, state and local laws, rules, codes, ordinances and regulations as they apply to the project.

11. ACCEPTANCE BY CLIENT

- A. If this Agreement and Proposal are not accepted by the Client within 30 calendar days, the Architect may declare them void.
- B. If the start of services are delayed more than 30 calendar days, through no fault of the Architect, the Architect may declare the Agreement and Proposal void or seek additional compensation.
- C. If services are suspended for more than 30 calendar days, through no fault of the Architect, the Architect may seek additional compensation.

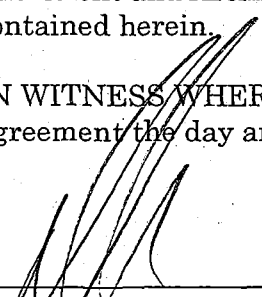
12. ADDITIONAL PROVISIONS

The following amendments and/or additions are made a part of this agreement and shall be given effect notwithstanding any other provision contained herein:

- a. There are no additional provisions to this Agreement.

The Client and Architect hereby agree to the full performance of the covenants contained herein.

IN WITNESS WHEREOF, the CLIENT and the ARCHITECT have executed this agreement the day and the year first above written.



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ARCHITECT:

Michael Rainforth, A.I.A., #C8289  
Rainforth ■ Grau ■ Architects  
A Professional Corporation  
2407 J Street, Suite 202  
Sacramento, CA 95816

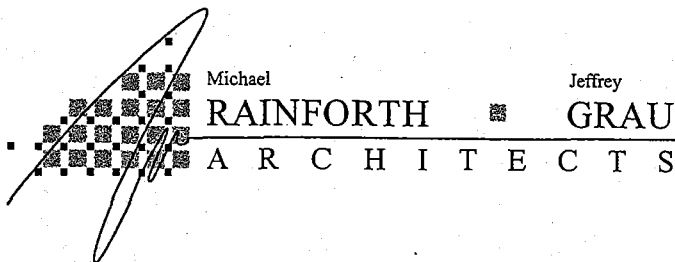
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CLIENT:

Tracy Unified School District  
San Joaquin County  
1875 West Lowell Avenue  
Tracy, CA 95376

07/07

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Architecture & Planning ■

**FEE SCHEDULE "U"**  
Effective January 1, 2007

2407 J Street, Suite 202 ■

**Architectural:**

Sacramento, CA 95816-5020 ■

(916) 368-7990 ■

FAX: (916) 368-7996 ■

A Professional Corporation ■

Principal Architect	\$	170.00/hour
Associate Architect	\$	150.00/hour
Architect	\$	135.00/hour
Project Manager	\$	115.00/hour
Designer	\$	105.00/hour
Job Captain	\$	100.00/hour
Interior Designer	\$	90.00/hour
Intern	\$	80.00/hour
Draftsman	\$	70.00/hour
Clerical	\$	70.00/hour

**Consultants:** Consultant Billing x 115%

**Other:** Vehicle use (mileage): No Charge

Zone or Long Distance phone calls: No Charge

Mailing: No charge EXCEPT for "special express handling" when requested or necessary, which is billed at cost.

Printing: No charges for "in-house" or consultants check prints. Agency prints, Owner/Owners Representative prints, bid documents, record drawings and request prints are billed at printing invoice x 115%.

Fees Advanced: All fees paid in advance by the Architect will include a \$40.00 Processing and Handling Fee.

q:\rga\fee schedules\u-feesc.doc





# BUSINESS SERVICES MEMORANDUM

**TO:** Dr. James Franco, Superintendent  
**FROM:** Dr. Casey Goodall, Associate Superintendent for Business  
**DATE:** November 5, 2007  
**SUBJECT:** Authorize District Staff to Prepare Jurisdictional Maps for Future School Facilities Improvement District (SFID)

**BACKGROUND:** At the October 9, 2007 Board meeting, Charlie Feinstein, TUSD's financial advisor from KNN Public Finance shared the concept of a "no tax rate increase" bond extension. As pointed out in his presentation, a "Bond Extension Election" District-wide, could potentially raise between \$66 million and \$87 million in additional capital project funds, depending on the term of the bonds.

Proposition 39 Bond Elections, which need a 55% approval rate, can only be held in conjunction with a regularly scheduled local election or a general election date. The upcoming election dates are Feb 5, 2008; June 3, 2008 and Nov 4, 2008. The next available election date will not be until June 2010 which will be the next State-wide primary.

Although staff is not recommending another bond measure at this time, we are recommending that we start the formation of the SFID in the event the Board decides to pursue a bond measure for only those schools in the K-12 boundaries of the District. Since there is significant lead time associated with the SFID formation process, we are recommending that we begin the process now so that it can be created by the end of February 2008. Staff would also like to determine the amount of capital that could be raised within the boundaries of the SFID, which will be slightly less than the amount estimated District-wide.

**RATIONALE:** By creating the map for the SFID based on the K-12 boundaries of Tracy Unified School District, which would exclude the K-8 feeder Districts, the Board would not be precluded from placing a bond measure on November 2008 ballot for Tracy Unified School District K-12 schools. If approved, staff will authorize engineering firm to create the map.

**FUNDING:** Funding for the SFID would come from developer fees, but could be reimbursed from the proceeds of a successful bond measure.

**RECOMMENDATION:** Authorize District Staff to Prepare Jurisdictional Maps for Future School Facilities Improvement District (SFID)

Prepared by: Denise Wakefield, Director of Facilities



# BUSINESS SERVICES MEMORANDUM

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

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

**Date:** November 2, 2007

**Subject:** Adopt Resolution No. 07-11 Approving a Facilities Lease, a Site Lease, and General and Supplementary Construction Conditions for the Acquisition of the Kimball High School Facility Project

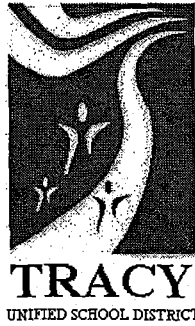
**BACKGROUND:** Plans for the Kimball High School project have been approved by the California Department of Education and the Division of the State Architect. The plans along with the agency approvals have been submitted to the Office of Public School Construction (OPSC) for the apportionment of State Bond funds. State Bond funds in combination with Developer and/or Mitigation fees collected by the District for residential and commercial development within the boundaries of TUSD will be the primary source of funding for the project. Based on OPSC's anticipated review time, the project is expected to appear on the State Allocation Board consent agenda in early 2008. Construction of Kimball High School is anticipated to begin in late January 2008 and the school will be opened for students in August 2009.

**RATIONALE:** Staff presented the concept of the Lease-Lease Back delivery method for the construction of Kimball High School at a work study session on March 20, 2007. Staff moved forward with developing Lease agreements in accordance with the provisions of Education Code Sections 17400, et seq., as approved by the Board at the meeting held on March 27, 2007. At this time, TUSD's legal council, Addison Covert, from the firm Kronick Moskowitz Tiedemann & Girard, has prepared the Site Lease and the Development and Lease Agreement and recommends TUSD enter into these agreements with F&H Construction who was selected by TUSD to construct Kimball High School based their multiple experience with constructing the same facilities for the Manteca Unified School District.

**FUNDING:** The total project budget for Kimball High School is \$72 million excluding the land costs, which have been deducted from TUSD's available funds and deposited with the State Treasurer. Currently there is approximately \$35 million available in developer and mitigation funds (not including funds collected for the Mountain House Community). Staff anticipates TUSD will receive approximately \$35 million in State Bond funds when Kimball High School receives apportionment. It is expected that the balance of funds necessary to complete Kimball High School will come from a combination of accrued interest, developer fees collected during the construction period or from borrowed funds, whereby future developer fees will be used to pay off and any debt incurred. The actual amount of a possible shortfall will be determined by the Guaranteed Maximum Price as secured by the General Contractor under the provisions of the Lease-Lease Back Agreement.

**RECOMMENDATIONS:** Adopt Resolution No. 07-11 Approving a Facilities Lease, a Site Lease, and General and Supplementary Construction Conditions for the Acquisition of the Kimball High School Facility Project

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



TRACY JOINT UNIFIED SCHOOL DISTRICT

RESOLUTION NO. 07-11

A RESOLUTION APPROVING A FACILITIES LEASE, A SITE LEASE, AND GENERAL  
AND SUPPLEMENTARY CONSTRUCTION CONDITIONS FOR THE ACQUISITION OF  
THE KIMBALL HIGH SCHOOL FACILITY PROJECT

WHEREAS, the Tracy Joint Unified School District (the "District") has previously identified the need to construct a new high school to accommodate its students (the "Project");

WHEREAS, Education Code Section 17400, et seq. provides for the construction of school buildings on property owned by a school district and the lease to a school district of such improvements pursuant to an agreement calling for such construction;

WHEREAS, the District's Governing Board has previously determined that a suitable location for the Project existed at an approximate 55 acre site located along the eastside of Lammers Road, just south of 11<sup>th</sup> Street within the unincorporated portion of San Joaquin County (the "Site");

WHEREAS, consistent with the requirements of Education Code Section 17400 et seq., the Governing Board seeks to enter into the necessary building agreements and lease agreements with an outside entity that will provide for the construction and leasing of new school facilities on the Site;

WHEREAS, consistent with the Governing Board's desire to provide for the construction, acquisition and lease of the Project in accordance with the provisions of Education Code Section 17400 et seq., District staff previously reviewed available firms capable of providing services to the District for the Project;

WHEREAS, it was determined that F&H Construction ("F&H") was qualified to undertake the construction of the Project on the Site and to lease the completed Project to the District consistent with the requirements of Education Code section 17400, et seq.;

WHEREAS, the Board previously authorized the acquisition of the Site and said Site is now owned by the District in accordance with the provisions of Education Code Section 17400 et seq.;

WHEREAS, plans for the Project have been previously approved by the Board and are in the process of receiving final approval from the Division of State Architect of the State of California ("DSA");

WHEREAS, it is the intent of the Board to have the Superintendent, or his written designee, execute the Documents making them applicable to the Project; and

WHEREAS, at this meeting, a proposed Facilities Lease referencing a set of General and Supplementary Construction Conditions along with a proposed Site Lease between the District and F&H (collectively referred to herein as the "Documents") have been presented to the Governing Board and it is the intent of the Board to approve such documents in substantially final form and to authorize the execution of such documents by the District's Superintendent in the manner provided for herein.

NOW, THEREFORE, the Board of Trustees of the Tracy Joint Unified School District does hereby resolve as follows:

Section 1.     Recitals. The foregoing recitals are true and correct.

Section 2.     Consistency of Process and Compliance with Law. The Governing Board hereby finds that the process undertaken by the District to date to review qualified firms to construct the Project, and to draft the Documents have all been undertaken and performed in a manner consistent with the requirements of Education Code Section 17400, et seq. and that the District is now authorized to proceed with the commencement of the Project in the manner set forth in the Documents.

Section 3.     Adequacy of Site and Suitability of Process. The Governing Board hereby determines that the Site is a suitable location for the Project consistent with the requirements of Education Code section 17400 et seq. and that acquisition of the Project in the manner provided for at Education Code Section 17400 et seq. is in the best interest of the District.

Section 4.     Approval of the Leases. The Board hereby approves the Documents in substantially final form with such additional changes or revisions as may be necessary to be implemented by the Superintendent to complete such agreements consistent with the terms and conditions of this Resolution and the provisions of Education Code section 17400, et seq.

Section 5.     Authorization to Enter into Leases. The Superintendent, or his designee, is hereby authorized to execute and deliver the Documents as they apply to the Project on behalf of the District to F&H in substantially the form presented to the Board with such changes therein as the Superintendent, or his designee, may require or approve, consistent with the terms and conditions of this Resolution.

Section 6. Additional Authorization. The Superintendent, Associate Superintendent of Business Services, the Director of Facilities and Planning and their respective designees (the "Designated Officers") are hereby further authorized and directed to prepare, on behalf of the District, any other documentation necessary to carry out the terms for the Project as set forth in the Documents consistent with the terms and conditions of this Resolution. Any action heretofore taken by the Designated Officers, on behalf of the District that is in conformity with the purposes and intent of this Resolution and with the provisions of Education Code Section 17400, et seq. with respect to the Project are hereby approved and confirmed.

Section 7. Effective Date. This Resolution shall take effect immediately upon its adoption.

APPROVED, PASSED AND ADOPTED this 13th day of November, 2007 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

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President of the Board of Trustees  
Tracy Joint Unified School District

ATTEST:

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Clerk of the Board of Trustees  
Tracy Joint Unified School District

Tracy Joint Unified School District  
1875 West Lowell Avenue  
Tracy, CA 95376  
Attn: Denise Wakefield, Director, Facilities & Planning

---

**SITE LEASE**

by and between

**TRACY JOINT UNIFIED SCHOOL DISTRICT**  
as Lessor

and

**F&H CONSTRUCTION**  
as Lessee

Dated as of \_\_\_\_\_, 2007

Kimball High School Project

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## **SITE LEASE**

This site lease (the "Site Lease") is dated as of \_\_\_\_\_, 2007, for reference purposes only, and is made by and between the Tracy Joint Unified School District (the "District"), a school district duly organized and validly existing under the laws of the State of California, as lessor, and F&H Construction ("F&H"), a California corporation, as lessee.

## **RECITALS**

WHEREAS, the District currently owns a site in Tracy, California, as more particularly described in Exhibit A attached hereto and incorporated herein by reference (the "Site"), which Site the District has determined to cause to be constructed as the new Kimball High School (the "Project");

WHEREAS, the District, by way of this Site Lease, desires to lease the Site to F&H, who in turn seeks to construct and install certain site improvements along with buildings on the Site, and to lease it back to the District, as more particularly described in the Facilities Lease (as defined below) and incorporated herein by reference;

WHEREAS, the Board of Trustees of the District (the "Board") has determined that it is in the best interests of the District and for the common benefit of the citizens residing in the District to develop the Project by leasing the Site to F&H and by simultaneously entering into the Facilities Lease (as defined below) under which the District will lease back the Site and improvements from F&H;

WHEREAS, the District is authorized under Section 17406 of the Education Code of the State of California to (i) lease the Site to F&H, (ii) direct F&H to develop and cause the construction of the Project thereon, and (iii) lease the Site back to the District by way of the Facilities Lease;

WHEREAS, the Board has duly authorized the execution and delivery of this Site Lease in order to effectuate the foregoing, based upon a finding that it is in the best interest of the District to do so;

WHEREAS, F&H is authorized to lease the Site from the District as lessee and to develop and cause the construction of the Project on the Site, and has duly authorized the execution and delivery of this Site Lease;

WHEREAS, the District has performed all acts, conditions and things required by law to exist, have happened and to have been performed precedent to and in connection with the execution and entering into of this Site Lease, and those conditions precedent do exist, have happened and have been performed in regular and due time, form and manner as required by law, and the parties hereto are now duly authorized to execute and enter into this Site Lease;

WHEREAS, the District has a substantial need for the construction of the Project at the Site and has entered into this Site Lease and the Facilities Lease under the authority granted to the District by Section 17406 of the Education Code of the State of California in order to fill that need; and

WHEREAS, the District and F&H further acknowledge and agree that they have entered into this Site Lease pursuant to Education Code section 17406 as the best available and most expeditious means for the District to satisfy its substantial need for the construction of facilities at the Site and to accommodate and educate students served by the District.

NOW, THEREFORE, in consideration of the promises and of the mutual agreements and covenants contained herein, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto do hereby agree as follows:

## **ARTICLE 1**

### **DEFINITIONS**

1.1 Unless the context clearly requires otherwise, all words and phrases defined in Section 1.1 of that certain Facilities Lease dated as of \_\_\_\_\_, 2007, by and between the District and F&H (the "Facilities Lease") shall have the same meanings when used in this Site Lease.

## **ARTICLE 2**

### **DEMISING CLAUSES**

- 2.1 Lease of the Site. The District hereby leases to F&H, and F&H hereby leases from the District, the Site, subject only to the Permitted Encumbrances, in accordance with the terms and provisions of this Site Lease, to have and to hold for the term of this Site Lease. The effectiveness of this Site Lease depends upon the execution of the Facilities Lease. If the Facilities Lease is not executed by the District and F&H within three (3) days after execution of this Site Lease, this Site Lease shall terminate and shall be of no further force or effect and no party shall have any obligation to the other hereunder except for those obligations that expressly survive termination of this Site Lease.
- 2.2 Rental. In consideration for the leasing of the Site by the District to F&H, and for other good and valuable consideration, F&H shall pay District rent of One Dollar (\$1.00) per year.
- 2.3 Merger. The leasing of the Site by F&H to the District pursuant to the Facilities Lease shall not effect or result in a merger of the estates of the District in the Site, and F&H shall continue to have a leasehold estate in the Site pursuant to this Site Lease throughout the term, as described below.



## ARTICLE 3

### QUIET ENJOYMENT

- 3.1 Possession. The parties intend that the Site will be leased back to the District pursuant to the Facilities Lease for the term thereof. Subject to any rights the District may have under the Facilities Lease (in the absence of an Event of Default) to possession and enjoyment of the Site, the District hereby covenants and agrees that it will not take any action to prevent F&H from having quiet and peaceable possession and enjoyment of the Site during the term hereof and will, at the request of F&H, to the extent that it may lawfully do so, join in any legal action in which F&H asserts its right to such possession and enjoyment.
- 3.2 Access to Site. Prior to the acceptance of the Project by the District, the District shall have the right to enter upon the Site at reasonable times for the purposes of inspection of the progress of the work on the Project and the District shall comply with all reasonable safety precautions required by F&H and F&H's contractors.
- 3.3 District's Title. In the event the District's fee title to the Site is ever challenged so as to interfere with F&H's rights to occupy, use and enjoy the Site under this Site Lease, the District will use all reasonable efforts at its disposal to obtain fee title to the Site and to defend F&H's rights to occupy, use and enjoy the Site.

In the event the challenge to District's fee title is successful and thereby interferes with F&H's rights under the Lease, this Lease shall terminate as of the date of judgment quieting title by the challenger, and the District shall compensate F&H for Lease Payments then due to F&H and monies for work performed by F&H, subject to any rights of offset, under the terms of the General and Supplementary Construction Provisions set forth in the Facilities Lease.

## ARTICLE 4

### SPECIAL COVENANTS AND PROVISIONS

- 4.1 Waste. F&H agrees that at all times that it is in possession of the Site, it will not willfully or knowingly use or permit use of the Site for any illegal purpose or act.
- 4.2 Further Assurances and Corrective Instruments. The District and F&H agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, any such further instruments as may be reasonably required for correcting any inadequate or incorrect description of the Site hereby leased or intended so to be leased or for carrying out the expressed intention of this Site Lease and the Facilities Lease.

- 4.3 Right of Entry. The District reserves the right for any of its duly authorized representatives to enter upon the Site at any reasonable time to inspect the same, subject to all reasonable safety precautions required by F&H.
- 4.4 Representations of the District. The District represents and warrants to F&H that the District is a school district, duly organized and existing under the Constitution and laws of the State of California.
- 4.5 Representations of F&H. F&H represents and warrants to the District that F&H is a California corporation, duly organized and validly existing under the laws of the State of California.

## ARTICLE 5

### ASSIGNMENT, SUBLEASING, MORTGAGING AND SELLING

- 5.1 Assignment and Subleasing. This Site Lease may not be assigned nor the Site subleased, as a whole or in part, by F&H without the prior written consent of the District to such assignment or sublease.

## ARTICLE 6

### IMPROVEMENTS

- 6.1 Improvements. Title to all improvements made on the Site by F&H during the term of this Site Lease shall vest in F&H until conveyance to the District at the end of the Facility Lease's Term pursuant to Section 7.1, 7.2, 7.3, 7.4, or 7.5 below.

## ARTICLE 7

### TERM AND TERMINATION

- 7.1 Term. The term of this Site Lease shall commence on \_\_\_\_\_, 2007, and shall terminate upon the expiration or earlier termination of the Facilities Lease. Whereupon title to all improvements made on the Site during the term of this Site Lease shall vest in the District. Notwithstanding the foregoing, if on the date scheduled for the expiration or termination of this Site Lease the Lease Payments subject to the District's right to offset, owing under the Facilities Lease have not been fully paid to F&H by the District, then the term of this Site Lease shall be extended until the date upon which all such Lease Payments shall be fully paid, and F&H shall continue to have the right of possession of the Site during such time period.
- 7.1.1 Termination Prior to Issuance of Notice to Proceed. This Site Lease shall terminate upon the termination of the Facilities Lease pursuant to Section 4.3a of the Facilities Lease.

7.2 Reserved

7.3 Agreement on Costs. Notwithstanding anything contained in this Site Lease to the contrary, if the District and F&H fail to agree on the Project's Guaranteed Maximum Price, Tenant Improvement Payments, Lease Payments, and Lease Payment Schedule as contemplated under the Facilities Lease on or before \_\_\_\_\_, 2007, then this Site Lease shall terminate and F&H's sole liability to the District, notwithstanding anything contained in this Site Lease, shall be the amount of \$1.00 previously paid to the District and title to all improvements made on the Site during the term of this Site Lease shall immediately vest in the District.

7.4 Termination Upon Purchase of Project. If the District exercises its option to purchase the Project, pursuant to the Facilities Lease, then this Site Lease shall terminate concurrently with the close of escrow for the District's purchase of the Project. Upon the District's request, F&H shall execute a lease termination agreement upon the close of escrow.

7.5 Termination Due to Default by F&H. If there is a Default under Section 9.6 of the Facilities Lease, the District may terminate the Site Lease and the Facilities Lease, including, but not limited to, the General and Supplementary Construction Provisions as found in Exhibit D of the Facilities Lease upon ten (10) days' written notice to F&H. If the District terminates this Site Lease and the Facilities Lease pursuant to this section, title to the Site and any improvements built upon the Site shall vest in District upon the date of termination. The District shall pay Lease Payments then due and any outstanding amounts owed to F&H based upon the percentage of completion of the Project at the time of termination plus costs incurred in securing the Project for termination, as approved by the District. If there is any credit owing to the District by F&H based upon the percentage of completion of the Project and sums received by F&H from the District by virtue of payments made for tenant improvements, F&H shall pay the amount of such credit to the District within thirty (30) days of the District's demand for payment. In no event shall the District be obligated to pay F&H any amount in excess of the Lease Payments then due and reasonable cost of the work performed by F&H in furtherance of the Project.

## ARTICLE 8

### MISCELLANEOUS

8.1 Binding Effect. This Site Lease shall inure to the benefit of and shall be binding upon the District, F&H and their respective successors, transferees and assigns.

8.2 Severability. In the event any provision of this Site Lease shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, unless elimination of such invalid

provision materially alters the rights and obligations embodied in this Site Lease or the Facilities Lease.

- 8.3 Amendments, Changes and Modifications. This Site Lease shall not be effectively amended, changed, modified, or altered without the written agreement of all parties hereto.
- 8.4 Execution in Counterparts. This Site Lease may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.
- 8.5 Applicable Law. This Site Lease shall be governed by and construed in accordance with the laws of the State of California. The parties further agree that any action of proceeding brought to enforce the terms and conditions of this Site Lease shall be maintained in San Joaquin County, California.
- 8.6 Recitals. The recitals set forth at the beginning of this Site Lease are hereby incorporated herein by reference and each party stipulates and agrees that such recitals are true and correct.
- 8.7 Captions. The captions or headings in this Site Lease are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Site Lease.
- 8.8 Time of Essence. Time is of the essence of this Site Lease and each of its provisions.
- 8.9 Remedies. The parties shall have any and all legal and equitable remedies available under applicable California law, except that the District shall have no right to terminate this Site Lease as a remedy for Default by F&H or any assignee of F&H separate and apart from a concurrent termination of the Facilities Lease due to a Default by F&H or its assignee. The remedies of the parties under this Site Lease are cumulative and shall not exclude any other remedies to which either party may be lawfully entitled.
- 8.10 Notices. Any notice to either party shall be in writing and given by delivering the same to such party in person or by sending it by nationally recognized overnight delivery service for next business day delivery, such as Federal Express, or by mailing the same by certified mail, return receipt requested, with postage fully prepaid, to the following addresses:

If to District:

Tracy Joint Unified School District  
1875 West Lowell Avenue  
Tracy, CA 95376  
Attn: Denise Wakefield

With a copy to:

Kronick Moskowitz Tiedemann & Girard  
400 Capitol Mall, 27<sup>th</sup> floor  
Sacramento, CA 95814  
Attn: Addison Covert

If to F&H:

F&H Construction  
P.O. Box 55245  
Stockton, CA 95205  
Attn: Clark Fregien

Any party may change its mailing address at any time by giving written notice of such change to the other party in the manner provided herein for notices. All notices under this Site Lease shall be deemed given, received, made or communicated on the date personal delivery is effected, or if mailed or sent by overnight delivery service, on the delivery date or attempted delivery date shown on the return receipt or delivery record. No party shall evade or refuse delivery of any notice.

- 8.11 Eminent Domain. In the event the whole or any part of the Site or the improvements thereon is taken by eminent domain, the financial interests of F&H shall be recognized and is hereby determined to be the amount of all Lease Payments then due or past due, together with all remaining and succeeding installments of Lease Payments for the remainder of the original Term of this Site Lease. The balance of the award, if any, shall be paid to the District.
- 8.12 Indemnification. The District covenants and agrees to indemnify and hold F&H harmless from and against any and all losses, claims, suits, damages and expenses (including reasonable attorneys' fees) arising out of the condition of the Site, including but not limited to, all reasonable costs required to be incurred by F&H as a result of any condition, whether or not known to the District; provided, however, that the District shall not be required to indemnify F&H in the event that such liability or damage is caused by the negligent or intentional act or omission of F&H. F&H covenants and agrees to indemnify and hold the District harmless from and against any and all losses, claims, suits, damages, and expenses (including reasonable attorneys' fees) arising out of work undertaken by F&H, or its agents or employees on the Site or the condition of the Site if caused by F&H, provided, however, that F&H shall not be required to indemnify the District in the event such liability or damage is caused by the District.
- 8.13 Reserved
- 8.14 Further Assurances and Corrective Instruments. To the extent permissible under California law and as long as there are no additional costs to the District, the District agrees that it will execute and deliver estoppel certificates, financing statements or other assurances as may be reasonably necessary or requested by F&H to carry out assignments of this Site Lease and the Facilities Lease, including without limitation, to perfect and

continue any security interests herein intended to be created or to correct any inadequate or incorrect description of the Site being leased or intended to be leased.

8.15 Interpretation. It is agreed and acknowledged by the parties hereto that the provisions of its Site Lease and its exhibits have been arrived at through negotiation, and that each of the parties has had a full and fair opportunity to revise portions of this Site Lease and its exhibits and to have such provisions reviewed by legal counsel. Therefore, the normal rule of construction of documents that any ambiguities are to be resolved against the drafting party shall not apply in construing or interpreting this Site Lease and its exhibits.

8.16 Reserved

**IN WITNESS WHEREOF,** the parties hereto have executed this Site Lease by their authorized officers as of the dates so indicated below.

**DISTRICT:**

**TRACY JOINT UNIFIED SCHOOL DISTRICT,**  
a school district organized and existing under the laws  
of the State of California

\_\_\_\_\_  
**By:** Casey Goodall  
**Title:** Associate Superintendent Business Services

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

**F&H CONSTRUCTION,**  
a California corporation

\_\_\_\_\_  
**By:** Clark Fregien  
**Title:** President

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

## **EXHIBIT A**

### **LEGAL DESCRIPTION**

The land described herein is situated in the State of California, County of San Joaquin, City of Tracy and is described as follows:

**[To Be Added]**

Tracy Joint Unified School District  
1875 West Lowell Avenue  
Tracy, CA 95376  
Attn: Denise Wakefield, Director, Facilities & Planning

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**DEVELOPMENT AND LEASE AGREEMENT**

by and between

**F&H CONSTRUCTION**  
as Lessor

and

**TRACY JOINT UNIFIED SCHOOL DISTRICT**  
as Lessee

Dated as of \_\_\_\_\_, 2007

Kimball High School Project

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## DEVELOPMENT AND LEASE AGREEMENT

This development and lease agreement (the "Facilities Lease") is dated and entered into as of \_\_\_\_\_, 2007, and is made by and between F&H Construction ("F&H"), a California corporation, as lessor, and the Tracy Joint Unified School District ("District"), a school district duly organized and validly existing under the Constitution and laws of said State of California, as lessee.

### RECITALS

WHEREAS, the District desires to provide for site work and construction and installation of buildings and improvements for its Kimball High School Project located within the boundaries of certain underdeveloped property located in the City of Tracy, State of California, on the District's Site as defined below, and has hired an architect, Urban Ernst Design Group (the "Architect") to prepare the Plans and Specifications, as herein defined, as more particularly described in Exhibit A and as are on file at the District and incorporated herein by this reference (the "Project"). The parties acknowledge that the Plans and Specifications may be amended subject to mutual agreement between the parties;

WHEREAS, the Plans and Specifications were approved by the State of California's Division of the State Architect (the "DSA") on September 26, 2007 and were assigned application number DSA # 02-109046;

WHEREAS, F&H has reviewed the General and Supplementary Construction Provisions set forth in Exhibit D attached hereto and incorporated herein;

WHEREAS, the District and F&H agree that the General and Supplementary Construction Provisions shall govern the construction of the Project;

WHEREAS, on the date hereof, the District has leased to F&H, for the development and construction of the Project, the Site (the "Site") located in Tracy, California as more particularly described in Exhibit B attached hereto pursuant to the terms of a Site Lease, dated \_\_\_\_\_, 2007, as defined herein, by and between the District and F&H;

WHEREAS, the District is authorized under Section 17406 of the Education Code of the State of California to lease the Site to F&H and to direct F&H to develop and construct the Project on the Site and to lease the Site and the improvements back to the District, and has duly authorized the execution and delivery of this Facilities Lease;

WHEREAS, F&H has agreed to and is authorized to lease the Site as lessee and to develop the Project and to undertake the construction of the Project at the Site and to lease the Site back to the District, as provided for herein and in the Site Lease, and has duly authorized the execution and delivery of this Facilities Lease;

WHEREAS, the Board of Trustees of the District (the "Board") has determined that it is in the best interests of the District and for the common benefit of the citizens residing in the District to construct the Project by leasing the Site to F&H and by immediately entering into this Facilities Lease under which the District will lease back the Site from F&H and make Lease Payments to F&H on the dates and in the amounts set forth in the payment schedule attached hereto as Exhibit C (the "Lease Payment Schedule");

WHEREAS, the parties have performed all acts, conditions and things required by law to exist, to have happened and to have been performed precedent to and in connection with the execution and entering into of this Facilities Lease and all those conditions precedent do exist, have happened, and have been performed in regular and due time, form and manner as required by law, and the parties hereto are now duly authorized to execute and enter into this Facilities Lease;

WHEREAS, the District has a substantial need for the construction of the Project at the Site and has entered into the Site Lease and the Facilities Lease under the authority granted to the District by Section 17406 of the Education Code of the State of California in order to fill that need; and

WHEREAS, the District and F&H further acknowledge and agree that they have entered into the Site Lease and this Facilities Lease pursuant to Education Code Section 17406 as the best available and most expeditious means for the District to satisfy its substantial need for the construction of facilities at the Site and to accommodate and educate students served by the District.

NOW, THEREFORE, in consideration of the above recitals and of the mutual covenants hereinafter contained, the parties hereto do hereby agree as follows:

## ARTICLE 1

### DEFINITIONS AND EXHIBITS

1.1 Definitions. Unless the context otherwise requires, the terms defined in this Section shall, for all purposes of this Facilities Lease, have the meanings herein specified.

1.1.1 "Construction Contract" or "Contract Documents" means the Plans and Specifications and all other design and development documents pertaining to the Project, including those items set forth in Paragraph \_\_\_\_\_ of the General Conditions, and as more particularly described in Exhibit D attached hereto.

1.1.2 "District" means the Tracy Joint Unified School District, a school district duly organized and existing under the laws of the State of California.

1.1.3 "District Representative" means the Director of Facilities of the District, or any other person authorized by the Board of Trustees of the District to act on behalf of the District

under or with respect to this Facilities Lease. The person or persons so designated to act as District Representative(s) shall be authorized in writing with notice served to F&H's Representatives.

1.1.4 "Event of Default" or "Default" means one or more events as defined in Section 9.1 and Section 9.6 of this Facilities Lease.

1.1.5 "Facilities Lease" means this Facilities Lease and all attached exhibits together with any duly authorized and executed amendment hereto.

1.1.6 "F&H" means F&H Construction, organized and existing under the laws of the State of California, and its District-approved successors and assigns and which is the party responsible for construction of the Project and related work as provided for in Exhibit A.

1.1.7 "F&H's Representative" means any officer of F&H, or any person authorized to act on behalf of F&H under or with respect to this Facilities Lease as evidenced by a resolution conferring that representative with such authorization adopted by the board of directors of F&H.

1.1.8 "Guaranteed Maximum Price" means the price for which F&H will cause the Project to be constructed as further described herein and by way of Exhibit A attached hereto.

1.1.9 "Notice to Proceed" shall mean a written communication signed by an authorized representative of the District, directing F&H to cause commencement of the Project, as provided for in this Facilities Lease and which is delivered to F&H at the address provided herein by registered or certified mail, return receipt requested.

1.1.10 "Lease Payment" means any payment required to be made by the District pursuant to Section 4.5 of this Facilities Lease and as set forth in Exhibit C attached to this Facilities Lease.

1.1.11 "Lease Payment Schedule" shall mean the payment schedule attached hereto as Exhibit C.

1.1.12 "Permitted Encumbrances" means, as of any particular time: (i) liens for general ad valorem taxes and assessments, if any, not then delinquent, or which the District may, pursuant to the provisions of Section 5.1 hereof, permit to remain unpaid; (ii) the Site lease; (iii) this Facilities Lease, (iv) easements, rights of way, mineral rights, drilling rights and other rights, reservations, covenants, conditions or restrictions which exist of record as of the date of this Facilities Lease; (v) easements, rights of way, mineral rights, drilling rights and other rights, reservations, covenants, conditions or restrictions established following the date of recordation of this Facilities Lease and to which F&H and the District consent in writing which will not impair or impede the operation of the Site or the construction of the Project.

1.1.13 "Plans and Specifications" means the plans and specifications for the Project as further defined in the General and Supplementary Construction Provisions, and as more particularly described in Exhibit A and in Exhibit D attached hereto.

1.1.14 "Project" or "Work" means the improvements and equipment to be constructed and installed by F&H, as more particularly described in Exhibit A and in Exhibit D attached hereto.

1.1.15 "Site" means that certain parcel of real property and improvements thereon more particularly described in Exhibit B attached hereto.

1.1.16 "Site Lease" means the Site Lease dated as of \_\_\_\_\_, 2007, by and between the District and F&H together with any duly authorized and executed amendments thereto under which the District leased the Site to F&H.

1.1.17 "Tenant Improvement Payments" means those payments for work paid by the District to F&H pursuant to Section 3.5 (Tenant Improvement Payments).

1.1.18 "Term of this Facilities Lease" or "Term" means the time, commencing with the District issuing to F&H a Notice to Proceed, during which the District's obligation to make the Lease Payments under this Facilities Lease is in effect, as provided for in Section 4.2 of this Facilities Lease.

1.2 Exhibits. The following Exhibits are attached to and by reference incorporated and made a part of this Facilities Lease:

Exhibit A – THE PROJECT: The description of the Project, including Plans and Specifications for the Project which have been approved by the Division of the State Architect, and the Guaranteed Maximum Price.

Exhibit B – THE SITE: The descriptions of the real property constituting the Site.

Exhibit C – LEASE PAYMENT SCHEDULE: The schedule of Lease Payments to be paid by the District hereunder.

Exhibit D – GENERAL AND SUPPLEMENTARY CONSTRUCTION PROVISIONS: The provisions, including the General Conditions and the Supplementary Conditions, generally describing the Project's construction.

Exhibit E – MEMORANDUM OF COMMENCEMENT DATE: The Memorandum which will memorialize the commencement and expiration dates of the Term.

Exhibit F – THE JOINT USE LIBRARY: The description of the library construction work, including plans and specifications for the library construction work, and its Guaranteed Maximum Price.

Exhibit G –THE JOINT USE SHOP CLASSROOMS: The description of the shop classrooms construction work, including plans and specifications for the shop classrooms work, and its Guaranteed Maximum Price.

## ARTICLE 2

### REPRESENTATIONS, COVENANTS AND WARRANTIES

2.1 Representations, Covenants and Warranties of the District. The District represents, covenants and warrants to F&H as follows:

2.1.1 Due Organization and Existence. The District is a school district, duly organized and existing under the Constitution and laws of the State of California.

2.1.2 Authorization. The District has the full power and authority to enter into, to execute and to deliver this Facilities Lease, and to perform all of its duties and obligations hereunder, and has duly authorized the execution of this Facilities Lease. The representatives of District executing this Facilities Lease and the Site Lease are fully authorized to execute the same.

2.2 Representations, Covenants and Warranties of F&H. F&H represents, covenants and warrants to the District as follows:

2.2.1 Due Organization and Existence. F&H is a California corporation duly organized and existing under the laws of the State of California, has the power to enter into this Facilities Lease and the Site Lease; is possessed of full power to own, rent and hold real and personal property, and to lease and sell the same; and has duly authorized the execution and delivery of all of the aforesaid agreements.

2.2.2 Authorization. F&H has the full power and authority to enter into, to execute and to deliver this Facilities Lease, and to perform all of its duties and obligations hereunder, and has duly authorized the execution of this Facilities Lease.

2.2.3 No Litigation. There is no pending or, to the knowledge of F&H, threatened action or proceeding before any court or administrative agency which will materially adversely affect the ability of F&H to perform its obligations under this Facilities Lease.

2.2.4 No Encumbrances. F&H shall not mortgage or encumber the Site, to finance construction of the project.

2.2.5 Continued Existence. For up to six months following the term of this Lease, F&H shall not voluntarily commence any act intended to dissolve or terminate the legal existence of F&H, provided the District is not in uncured Default under this Facilities Lease. F&H shall give the District sixty (60) days written notice prior to dissolving or terminating the legal existence of F&H.

## ARTICLE 3

### CONSTRUCTION OF PROJECT

3.1 Site Conditions and Plans and Specifications. F&H acknowledges that it has, to the extent necessary to complete the Project, visually investigated the Site, including, without limitation, a review of the soils reports for the Site as provided by the District, and concluded that there are no currently known problems with respect to the site conditions. F&H further acknowledges that it will have performed value engineering and a constructability review of the Plans and Specifications which were prepared by the Architect hired by the District and will have determined that prior to commencement of construction, the documents are adequate for the Project's construction and F&H has not identified any deficiencies in the Plans and Specifications that need to be cured. Provided, however, that the parties understand that F&H has not conducted an architectural, engineering, or code compliance review of the Plans and Specifications.

3.2 Construction of Project. F&H agrees to cause the Project to be developed, constructed, and installed in accordance with the terms hereof and the Plans and Specifications on file with the District and as described in Exhibit A and the General and Supplementary Construction Provisions set forth in Exhibit D, including those things reasonably inferable from the Plans and Specifications as being within the scope of the Project and necessary to produce the stated result even though no mention of them is made in the Plans and Specifications. F&H further agrees that it will cause the development, construction, and installation of the Project to be diligently performed. F&H shall provide the District a complete copy of the executed Construction Contract documents within ten (10) days after execution of the Construction Contract. Provided, however, that F&H shall be allowed to remove all financial information from the Construction Contract with the exception of the total contract price. The District and F&H may also approve additional changes in the Plans and Specifications for the Project as provided in Exhibit D. The District and F&H will cooperate at all times in bringing about the timely completion of the Project. F&H shall cooperate with the District's efforts to obtain State funding for the Project by complying with any State requirements as reasonably requested by District, including, without limitation sections 1859.104 to 1859.106 of Title 2 of the California Code of Regulations; however, the District shall be responsible for reimbursing F&H as applicable, for any costs reasonably incurred by F&H associated with meeting those State funding requirements.

3.3 Guaranteed Maximum Price. F&H will cause the Project to be constructed within the Guaranteed Maximum Price as set forth and defined herein and in Exhibit A hereto, and shall not seek additional compensation from the District beyond the Tenant Improvement Payments and change orders approved by the parties (as defined in Exhibit D attached hereto) or the Lease

Payments and Additional Payments pursuant to this Facilities Lease or costs attributable to errors, defects or omissions in connection with architectural or engineering plans and specifications, as determined by the District and Architect, notwithstanding any cost overruns incurred by or identified by F&H following issuance of the Notice to Proceed. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid pursuant to Section 3.3.1 (Construction Contingency). If the DSA requires changes to the Plans and Specifications submitted by the District, and such changes would increase the construction costs for the Project, then such increased costs will be handled as a change order pursuant to Exhibit D, attached hereto, and paid pursuant to Section 3.3.1 (Construction Contingency).

3.3.1 Construction Contingency. A "Construction Contingency" shall be included by F&H to be applied to unforeseen circumstances. For the purposes of this Facilities Lease, "unforeseen circumstances" are limited to circumstances that neither the District nor F&H could have been expected to foresee such as design changes required by governmental agencies, major design errors attributable to F&H and unforeseen underground conditions including unforeseen utilities.

The Construction Contingency amount shall be 3% of the Guaranteed Maximum Price. All proposed Construction Contingency draws must be approved by the District prior to work being performed, and shall be supported by detailed records, including full documentation of the labor, material, equipment and subcontractor costs involved. The timing and processing of requested Construction Contingency draws shall be the same as F&H's application for Lease Payments. Should the amount of the Construction Contingency be exceeded, any unfunded project costs (other than those unfunded project costs relating to material changes in the scope of the Project that are requested by the District, i.e., change orders initiated by the District, which costs shall be borne by the District) shall be borne by F&H without increase to the Guaranteed Maximum Price. Any balance remaining in the Construction Contingency at the end of the Project after payment of all final costs shall be returned to the District.

3.3.2 Additional Potential Project Options Using Joint Use Funds. In addition to the basic facilities that comprise construction of the school Project, the District anticipates the Project to include construction of a library and shop classrooms, contingent upon allocation and receipt of joint use funding from the State. F&H agrees to cause either or both the library and shop classrooms to be developed, constructed, and installed in accordance with the terms hereof and plans and specifications on file with the District and as described in Exhibits F and G, respectively, attached hereto and the General and Supplementary Construction Provisions set forth in Exhibit D, including those things reasonably inferable from the plans and specifications as being within the scope of the library work and shop classrooms work and necessary to produce the stated result even though no mention of them is made in the plans and specifications. F&H further agrees that it will cause the library work and shop classrooms work to be constructed within and shall not exceed separate Guaranteed Maximum Prices established for the library work and shop classrooms work, respectively, and as set forth in Exhibits F and G, respectively, attached hereto. The District shall notify F&H no later than that it has received joint use funding from the State and intends to proceed with the construction of either or both the library and shop classrooms.

3.4 Termination on Failure to Reach Agreement on Guaranteed Maximum Price: Costs to Be Determined. Notwithstanding anything contained herein to the contrary for the Project, the District and F&H shall agree upon (i) the Project's Guaranteed Maximum Price, (ii) Tenant Improvement Payments, Lease Payments, and (iii) Lease Payment Schedule contemplated under this Facilities Lease in writing, no later than the District issuing the Notice to Proceed. In the event F&H and the District do not come to an agreement on each item, this Facilities Lease shall terminate as of that date, and the sole compensation to F&H shall be for those costs incurred and work performed by F&H on the Project to the date of termination. Such compensation shall not exceed the reasonable value, as deemed by the District, for the authorized work completed as of the date of termination.

3.5 Tenant Improvement Payments. The District agrees to make the following Tenant Improvement Payments. Tenant Improvement Payments shall be paid pursuant to the procedures outlined in Exhibit D. Said payments shall not be paid on the same schedule as Lease Payments and shall not qualify as Lease Payments.

Failure of the District to make any Tenant Improvement Payments (unless properly withheld by the District under this Lease or the provisions found in Exhibit D) as set forth shall be a Default under this Facilities Lease, and F&H's obligation to perform shall be suspended and excused until such Default is cured. If a Default is not cured by the District as allowed by the Facilities Lease, then F&H may pursue any and all remedies afforded to it by the Facilities Lease for a Default by the District.

#### ARTICLE 4

##### AGREEMENT TO LEASE; TERMINATION OF LEASE; LEASE PAYMENTS; TITLE TO THE SITE

4.1 Lease of Project and Site; No Merger. F&H hereby leases the Site to the District, and the District hereby leases said Site from F&H upon the terms and conditions set forth in this Facilities Lease. The leasing by F&H to the District of the Site shall not affect or result in a merger of the District's leasehold estate pursuant to this Facilities Lease and its fee estate as lessor under the Site Lease, and F&H shall continue to have and hold a leasehold estate in said Site pursuant to the Site Lease throughout the term thereof and the term of this Facilities Lease. As to the Site, this Facilities Lease shall be deemed and constitute a sublease.

4.2 Term of Facilities Lease. The Term of this Facilities Lease, for the purposes of the District's obligation to make Lease Payments, shall commence when the District issues a Notice to Proceed for the Project, and shall terminate six months after the District files a notice of completion for the Project (the "Term") at which time the District shall exercise its purchase option pursuant to Section 10.1 (District's Option). The District and F&H shall execute the Memorandum of Commencement Date attached hereto as Exhibit E to memorialize the commencement and expiration dates of the Term. Notwithstanding anything contained herein to



the contrary, this Facilities Lease shall not commence prior to DSA's approval of the Plans and Specifications.

4.3a Termination of Lease Prior to Commencement of Term. Prior to the commencement of the Term and up to and including the moment the Guaranteed Maximum Price is known to the District and F&H, this Facilities Lease shall terminate upon a determination by the District not to proceed with the lease and construction of the Project in accordance with Section 17406 of the Education Code of the State of California. Sole compensation to F&H shall be pursuant to Section 3.4.

4.3b Termination of Lease At or After Commencement of Term. Notwithstanding Section 4.2, the Term of this Facilities Lease shall terminate upon the earliest of any of the following events:

4.3b.1 An Event of Default by District followed by F&H's election to terminate this Facilities Lease pursuant to Section 9.2 hereof; or

4.3b.2 Exercise of the District's purchase option pursuant to Section 10.1 below.

4.3b.3 Failure to reach agreement on costs pursuant to Section 3.4.

4.3b.4 An Event of Default by F&H and the District's election to terminate this Facilities Lease pursuant to Section 9.6 hereof.

4.4 Project Completion. Completion of the Project shall be evidenced by a separate notice of completion that shall be filed with the County Clerk.

4.5 Lease Payments.

4.5.1 Obligation to Pay. Subject to the provisions of Articles 3, 6 and 10 hereof, the District agrees to pay to F&H, or its District-approved successors and assigns, as rental for the use and occupancy of the Site, without deduction or setoff, except as provided for in Section 6.2.5 of this Facilities Lease, the Lease Payments during the Term in the amounts specified in the Lease Payment Schedules attached hereto as Exhibit C, and incorporated herein by reference. Lease Payments shall be payable in arrears on the last day of each calendar month.

4.5.2 Lease Payments to Constitute Current Expense of the District. The District and F&H understand and intend that the obligation of the District to pay Lease Payments and other payments hereunder constitutes a current expense of the District and shall not in any way be construed to be a debt of the District in contravention of any applicable constitutional or statutory limitation or requirement concerning the creation of indebtedness by the District, nor shall anything contained herein constitute a pledge of the general tax revenues, funds or moneys of the District. Lease Payments due hereunder shall be payable only from current funds which are budgeted and appropriated or otherwise made legally available for such purpose. This Facilities Lease shall not create an immediate indebtedness for any aggregate payments which

may become due hereunder. The District covenants to take all necessary actions to include the estimated Lease Payments and estimated Additional Payments due hereunder (as hereinafter defined) in each of its final approved annual budgets. The District shall notify F&H not later than December 1 in each year during the Term of this Facilities Lease of the amount of Lease Payments and Additional Payments which are to be included in the final budget of the District. The District further covenants to make all necessary appropriations (including any supplemental appropriations) from any source of legally available funds of the District for the actual amount of Lease Payments and Additional Payments which come due and payable during the period covered by each such budget. F&H acknowledges that the District has not pledged the full faith and credit of the District, State of California or any state agency or state department to the payment of Lease Payments or any other payments due hereunder. The covenants on the part of the District contained in this Facilities Lease constitute duties imposed by law and it shall be the duty of each and every public official of the District to take such action and do such things as are required by law in the performance of the official duty of such officials to enable the District to carry out and perform the covenants and agreements in this Facilities Lease agreed to be carried out and performed by the District.

4.6 Quiet Enjoyment. F&H shall provide the District with quiet use and enjoyment of the Site, and the District shall during such Term peaceably and quietly have and hold and enjoy the site subject to F&H's construction of the Project, without suit, trouble or hindrance from F&H, except as otherwise may be set forth in this Facilities Lease. F&H will, at the request of the District and at F&H's cost, join in any legal action in which the District asserts its right to such possession and enjoyment to the extent F&H may lawfully do so. Notwithstanding the foregoing, F&H shall have the right to inspect the Project and the Site as provided in Section 7.1 hereof.

4.7 Title. During the Term of this Facilities Lease, the District shall hold fee title to the Site. During the Term of this Facilities Lease, F&H shall have a leasehold interest in the Site pursuant to the Site Lease. If the District exercises its purchase option to accelerate the termination of this Facilities Lease pursuant to Article 10 hereof or if it pays all Lease Payments during the Term of this Facilities Lease as the same become due and payable, all right, title and interest of F&H, its assigns and successors in interest in and to the Project and the Site shall be transferred to and vested in the District at the expiration of the Term or upon the payment by the District of the final Lease Payment, whichever shall come first. Title shall be transferred to and vested in the District hereunder without the necessity for any further instrument or transfer, provided, however, that F&H agrees to execute any instrument requested by District to memorialize such termination of this Facilities Lease and transfer title to the District.

4.8 Fair Rental Value. The Lease Payments and Additional Payments coming due and payable during each month of the Term constitute the total rental for the Site and shall be paid by the District in arrears on the last day of each month for and in consideration of the right to use and occupy, and the continued quiet use and enjoyment of, the Site during each month. The District and F&H have agreed and determined that the total Lease Payments and Additional Payments do not exceed the fair rental value of the Site. In making such determination, consideration has been given to the obligations of the parties under the Facilities Lease and Site

Lease, the uses and purposes which may be served by the Site, and the benefits therefrom which will accrue to the District and the general public.

4.9 Additional Payments. In consideration of the lease of the Site by F&H to the District hereunder, the District shall pay the Lease Payments and shall also pay the following without deduction or offset, except as provided for in Section 6.2.5 of this Facilities Lease, all of which shall constitute additional rent (collectively the "Additional Payments") owing under this Facilities Lease:

- (a) Fees, expenses and other amounts, if any, which may be payable by District to F&H under any of the provisions of this Facilities Lease;
- (b) Any costs, fees and expenses, if any, incurred by F&H in connection with Section 5.3 of this Facilities Lease.

4.10 Lease Terminable Only As Set Forth Herein.

4.10.1 Except as otherwise expressly provided in this Facilities Lease, this Facilities Lease shall not terminate, nor shall the District have any right to terminate this Facilities Lease or be entitled to the abatement of any Lease Payments or Additional Payments or any reduction thereof, nor shall the obligations hereunder of the District be otherwise affected by reason of any damage to or destruction of all or any part of the Project from whatever cause, the taking of the Site or any portion thereof by condemnation or otherwise, the prohibition, limitation or restriction of the District's use of the Site, interference with such use by any private person or corporation, or the District's acquisition of the ownership of the Site (other than pursuant to an express provision of this Facilities Lease), or for any other cause whether similar or dissimilar to the foregoing, any present or future law to the contrary notwithstanding. It is the intention of the parties hereto that the Lease Payments and Additional Payments and all other charges payable hereunder to or on behalf of F&H shall continue to be payable in all events, and the obligations of the District hereunder shall continue unaffected so long as F&H is not in Default of any provision of this Facilities Lease or its accompanying documents, or unless the requirement to pay or perform the same shall be terminated or modified pursuant to an express provision of this Facilities Lease.

4.10.2 Nothing contained herein shall be deemed a waiver by the District of any rights that it may have to bring a separate action with respect to any Default by F&H hereunder or under any other agreement to recover the costs and expenses, including attorneys' fees if the District is the prevailing party, associated with such separate action.

## ARTICLE 5

### MAINTENANCE; TAXES; INSURANCE AND OTHER MATTERS

5.1 Maintenance. Following delivery of possession of the Project to the District, the repair, improvement, replacement and maintenance of the Project and the Site shall be at the sole cost

and expense and the sole responsibility of the District, subject only to all warranties against defects in materials and workmanship provided in Exhibit D hereto, and the District shall pay for or otherwise arrange for the payment of the cost of the repair and replacement of the Project resulting from ordinary wear and tear.

5.2 Utilities. Prior to completion of the Project by F&H, F&H shall pay all utility costs as they relate to the specific portion of the work F&H is performing under the General and Supplementary Construction Provisions. Following completion of the Project, the costs and expenses for all utility services, including, but not limited to, electricity, natural gas, telephone, water, sewer, trash removal, cable television, security, heating, water, internet service and all other utilities of any type shall be paid by the District.

5.3 Taxes and Other Impositions. Except as provided in Exhibit D, all ad valorem real property taxes, special taxes, possessory interest taxes, bonds and special lien assessments or other impositions of any kind with respect to the Project, the Site and the improvements thereon, charged to or imposed upon either F&H or the District or their respective interests or estates in the Project, shall at all times be paid by District. In the event any possessory interest tax is levied on F&H, its successors and assigns, by virtue of this Facilities Lease, the Site Lease, or General and Supplementary Construction Provisions, the District shall pay such possessory interest tax directly, if possible, or shall reimburse F&H, and its successors and assigns for the full amount thereof within thirty (30) days after presentation of proof of payment by F&H.

5.4 Reserved.

5.5 Insurance. Following completion and acceptance of the Project by the District, and prior to taking occupancy, the District shall provide evidence that it has in full force and will maintain for the duration of this Facilities Lease, a standard commercial comprehensive, general public liability and property damage insurance policy or policies concerning the Project. Such policy or policies shall provide coverage in the minimum liability limits of \$ 2,000,000 per occurrence with a \$ 4,000,000 general aggregate. Said policy or policies shall pay on behalf of said parties any amounts up to the limits of said policy for which they become liable for bodily and personal injury, death or property damage occasioned by reason of the use or operation of any District property or portion thereof arising out of the District's negligence. The District shall also maintain property insurance insuring its interest in the Project and all furniture, fixtures and equipment used by the District in conjunction with its occupancy.

The District's insurance under this section may be maintained as part of or in conjunction with any other insurance carried or required to be carried by the District. The District shall cause to be delivered to F&H a certificate stating that the insurance policies required by this Lease are in full force and effect and that F&H is named as an additional insured.

F&H's insurance as required under the terms of the General and Supplementary Construction Provision shall continue to be primary for all injuries arising out of its operations or completed operations, except as stated above.

5.6 Reserved.

5.7 Cancellation or Change of Coverage. The District agrees that the insurance coverages required above in Section 5.5 shall be in effect at all times after acceptance of the Project by the District. After the District's acceptance or occupancy of the Project, all insurance required to be carried by the District shall be primary except as provided herein and that of F&H shall be non-contributory. Insurance required in Section 5.5 shall not be canceled or changed so as to no longer meet the specified insurance requirements without thirty (30) days' prior written notice of such cancellation or change being delivered to F&H.

5.8 Reserved.

5.9 Indemnification. Subsequent to completion and acceptance of the Project by the District, the District shall indemnify, defend and hold harmless F&H and its successors and assigns, its officers, members, agents and employees from and against any claims, damages, costs, expenses, including reasonable attorneys' fees, and liabilities arising from all negligent or intentional acts or omissions of the District or its officers, agents, consultants, or employees, with respect to the District's use, operation, repair, alteration and occupancy of the Site and the performance of the District's obligations under this Facilities Lease. Subsequent to completion and acceptance of the Project by the District, F&H shall indemnify, defend and hold harmless the District, its officers, consultants, agents and employees from and against any claims, damages, costs, expenses, including reasonable attorneys' fees, and liabilities arising from the negligent or intentional acts or omissions of F&H or its officers, agents, employees, contractors or subcontractors with respect to F&H's use, alteration and occupation of the Site and their respective obligations under this Facilities Lease.

5.10 Insurance Proceeds; Form of Policies. The District shall pay or cause to be paid when due the premiums for all insurance policies required by this Facilities Lease. All such policies must provide that F&H will be given thirty (30) days' prior written notice of expiration, any intended cancellation or reduction of the coverage provided. F&H is not responsible for the sufficiency of any insurance herein required.

5.11 Modification of Project. The District has the right, at its expense, to make additions, modifications and improvements to the Project and the Site, provided, however, that during the one (1) year warranty period which will be provided by F&H on any respective defects in materials and workmanship for the Project following the Project's completion, the District shall first provide Plans and Specifications and obtain F&H's prior written consent, as appropriate, to any additions, modifications and improvements to the Project which are not minor modifications. For the purposes of this Section, a minor modification, addition or improvement has a cost less than \$20,000.00. F&H agrees not to unreasonably withhold, delay or condition approval of the District's plans for any proposed additions, modifications and improvements to the Project. All additions, modifications and improvements to the Project will thereafter comprise part of the Project and be subject to the provisions of this Facilities Lease. Such additions, modifications and improvements may not in any way damage the Project or cause the Project to be used for purposes other than those authorized under the provisions of State and federal law, and the

District must file with F&H a written certificate stating that the Project, upon the completion of any additions, modifications and improvements made thereto has a value which is not substantially less than the value of the Project immediately prior to the making of any such additions, improvements and modifications. Notwithstanding anything to the contrary contained herein, District shall have the right, without F&H's consent, to place relocatables or portables upon the Site, along with incidental site work, and such relocatables and portables shall not become part of the Project and shall remain the personal property of the District.

#### 5.12 Compliance with Laws, Regulations.

5.12.1 The District has no actual knowledge and has not given or received any written notice indicating that the Site or the past or present use thereof or any practice, procedure or policy employed by it in the conduct of its business materially violates any applicable law, regulation, code, order, rule, judgment or consent agreement, including, without limitation, those relating to zoning, building, use and occupancy, fire safety, health, sanitation, air pollution, ecological matters, environmental protection, hazardous or toxic materials, substances or wastes, conservation, parking, architectural barriers to the handicapped, or restrictive covenants or other agreements affecting title to the Site (collectively "Laws and Regulations"). Without limiting the generality of the foregoing, neither the District nor to its actual knowledge, any prior or present owner, tenant or subtenant of the Site has, other than as set forth in this Section or as may have been remediated in accordance with Laws and Regulations; (i) used, treated, stored, transported or disposed of any material amount of flammable explosives, heavy metals, chlorinated solvents, cyanide, radon, petroleum products, methane, radioactive materials, pollutants, hazardous materials, hazardous wastes, hazardous, toxic or regulated substances or related materials, hazardous wastes, hazardous, toxic, or regulated substances as defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), the Resource Conservation and Recovery act of 1976 ("RCRA"), the Clean Water Act of 1971 ("CWA"), the Clean Air Act of 1977 ("CAA"), the Toxic Substances Control Act of 1976 ("TSCA"), as they all have been or may be amended, and the regulations promulgated pursuant thereto, and in all other environmental regulations applicable to the District, the Site, or the operations conducted by the District thereon (collectively "Hazardous Materials") on, from or beneath the Site; (ii) pumped, spilled, leaked, disposed of, emptied, discharged or released (hereinafter collectively referred to as "Release") any material amount of Hazardous Materials on, from or beneath the Site; or (iii) stored any material amount of petroleum products at the Site in underground storage tanks.

5.12.2 Excluded from the representations and warranties in subsection 5.12.1 above with respect to Hazardous Materials are those Hazardous Materials in those amounts ordinarily found in the inventory of, or used in the maintenance of, school buildings and facilities, the use, treatment, storage, transportation and disposal of which has been and shall be in compliance with all Laws and Regulations.

5.12.3 The District has no actual knowledge as to whether any portion of the Site is located in an area of high potential incidence of radon, nor will Project have an unventilated

basement or subsurface portion which is or will be occupied or used for any purpose other than the foundation or support of the improvements at the Project.

### 5.13 Environmental Compliance by District.

5.13.1 Subject to F&H's construction of the Project, the District shall not use or permit the Site or any part thereof to be used to generate, manufacture, refine, treat, store, handle, transport or dispose of, transfer, produce or process Hazardous Materials, except, and only to the extent, if necessary to maintain the improvements at the Project and then, only in compliance with all environmental regulations, and any state equivalent laws and regulations, nor shall it permit, as a result of any intentional or unintentional act or omission on its part or by any tenant, subtenant, licensee, guest, invitee, contractor, employee and agent, the storage, transportation, disposal or use of Hazardous Materials or the Release or threat of Release of Hazardous Materials on, from or beneath the Project or onto any other property excluding, however, those Hazardous Materials in those amounts ordinarily found in the inventory of schools and school facilities, the use, storage, treatment, transportation and disposal of which shall be in compliance with all environmental regulations. Upon the occurrence of any Release or threat of Release of Hazardous Materials through no fault of F&H, the District shall promptly commence and perform, or cause to be promptly commenced and performed, without cost to F&H, all investigations, studies, sampling and testing, and all remedial, removal and other actions necessary to clean up and remove all Hazardous Materials so released, on, from or beneath the Site and Project or other property, in compliance with all environmental regulations. Notwithstanding the above, to the extent permitted by Law, the District's environmental responsibility under this Section 5.13 shall begin subsequent to the District filing a notice of completion for the Project.

## ARTICLE 6

### EMINENT DOMAIN; DAMAGE AND DESTRUCTION

#### 6.1 Eminent Domain.

6.1.1 Total Taking. If the Site shall be taken permanently under the power of eminent domain, the Term of this Facilities Lease shall cease as of the day possession shall be so taken. F&H shall receive an amount from the eminent domain award equal to the present value of the total of all remaining Lease Payments, Additional Payments for the remainder of the original term of this Facilities Lease, and value of work completed by F&H, as determined by the Architect, and District shall be entitled to the remaining proceeds, if any.

6.1.2 Partial Taking. If less than all of the Site shall be taken permanently, or if all of the Site or any part thereof shall be taken temporarily, under the power of eminent domain, (1) this Facilities Lease shall continue in full force and effect and shall not be terminated by virtue of such taking and the parties waive the benefit of any law to the contrary, and (2) there shall be a pro rata abatement of Lease Payments as a result of the application of the net proceeds of any eminent domain award to the prepayment of the Lease Payments hereunder, and F&H shall

receive an amount from the proceeds equal to the value of the work completed by F&H, as determined by the Architect. F&H shall reconfigure the Project so that any buildings on the Project affected by the partial permanent taking are useable by the District.

6.2 Damage and Destruction. If the Site is totally or partially destroyed due to fire, acts of vandalism, flood, storm, earthquake, Acts of God, or other casualty beyond the control of either party hereto, the Lease Payments shall abate during the time that the Site or a portion of the Site is unusable for the District's use as a school. F&H and the District agree that the obligation to repair or replace the Site shall be in accordance with the following provisions:

6.2.1 Escrow. Any proceeds payable to F&H or the District from property insurance policies shall be immediately deposited in an escrow (the "Escrow").

6.2.2 Total Destruction. In the event that ninety percent (90%) or more of the Site is destroyed or damaged (a "Total Destruction") through no fault of F&H, then the District, at the District's option, may elect to terminate this Facilities Lease and the Site Lease, and shall use the insurance proceeds to pay an amount to F&H equal to the Lease Payments due as of the date of destruction and the value of all work completed by F&H, pursuant to the provisions found in Exhibit D, with any remaining insurance proceeds to be retained by District. In the alternative, the District may elect to continue with the Facilities Lease in effect and have the Site rebuilt utilizing the insurance proceeds, which shall be exclusively used for that purpose. F&H shall have no obligation to contribute funds for the rebuilding of the Site should the cost of rebuilding exceed the insurance proceeds. Anything less than a Total Destruction of the Site shall be deemed a "Partial Damage or Destruction," in accordance with subsection 6.2.3 of this Facilities Lease.

6.2.3 Partial Damage or Destruction. In the event that the Site is partially damaged or destroyed through no fault of F&H, the District shall repair or have repaired the Site utilizing the proceeds from insurance which were deposited into the Escrow.

6.2.4 Deductibles; Self Insurance. Where any loss is covered by insurance required by this Facilities Lease which contains provisions for any deductible amount, the District shall contribute to the cost of rebuilding any such deductible amount or the amount of any self-insurance maintained by the District.

6.2.5 Rent Abatement. If damage or destruction results in a loss of use of the Site, the Lease Payments shall abate to the extent such damage or destruction has resulted in a loss of use. The amount of abatement shall be a pro rata portion of the Lease Payment based upon the percentage of the square footage unavailable for occupancy in proportion to the total square footage of the Site. Notwithstanding the foregoing, to the extent that the proceeds of rental interruption insurance are available to pay the amount of any Lease Payments which would otherwise be due, it is hereby agreed that such proceeds constitute special funds for the payment of such Lease Payments.



6.2.6 Personal Property. Any insurance proceeds payable to the District for losses to personal property contents within the Site shall be for the exclusive use of the District, and may be utilized in whatever manner the District, in its sole discretion, may designate.

## ARTICLE 7

### ACCESS; DISCLAIMER OF WARRANTIES

7.1 By F&H. F&H shall have the right at all reasonable times to enter upon the Site to construct the Project pursuant to this Facilities Lease. Following the acceptance of the Project by the District, F&H may enter the Project at reasonable times with advance notice and permission from the District for purposes of making any repairs required to be made by F&H and for purposes of inspection to ascertain whether the District is satisfying its obligation to maintain and repair the Project as required by this Facilities Lease.

7.2 By District. Prior to the acceptance of the Project by the District, the District shall have the right to enter upon the Site at all times for the purposes of inspection of the progress of the work on the Project and the District shall comply with all safety precautions required by F&H and its contractors. Following the acceptance of the Project by the District, the District shall thereafter have the right at all times to enter upon the Site for the purposes of this Facilities Lease.

7.3 Disclaimer of Warranties. The District acknowledges that F&H makes no warranties except as specifically set forth in this Facilities Lease or in Exhibit D attached hereto. F&H agrees to provide an express warranty against defects in materials and workmanship for a one year period following acceptance of the Project by the District, and shall assign all rights under all product warranties to District upon expiration of the one year period. In addition, F&H agrees to use its best efforts to assist the District in enforcing any such product warranty. In the event that the assignment of the warranty is not effective or valid or F&H fails to honor the warranty, F&H shall indemnify and hold the District harmless for all costs incurred in replacing such defective product.

## ARTICLE 8

### ASSIGNMENT, SUBLEASING; AMENDMENT

8.1 Assignment and Subleasing by the District. This Facilities Lease may not be assigned by the District. Any sublease by the District shall be subject to all of the following conditions:

8.1.1 This Facilities Lease and the obligation of the District to make Lease Payments hereunder shall remain obligations of the District; and

8.1.2 The District shall, within thirty (30) days after the execution thereof, furnish or cause to be furnished to F&H a true and complete copy of such sublease; and

8.1.3 No such sublease by the District shall cause the Project or the Site to be used for a purpose other than a governmental or proprietary function authorized under the provisions of the Constitution and laws of the State of California.

8.2 Amendment of this Facilities Lease. Without the written agreement of the parties, neither party shall alter or modify this Facilities Lease.

8.3 Assignment by F&H. F&H may assign its right, title and interest in this Facilities Lease, in whole or in part, to one or more assignees with the written consent of District. No assignment shall be effective against the District unless and until the District has consented in writing.

## ARTICLE 9

### EVENTS OF DEFAULT AND REMEDIES

9.1 Events of Default by District Defined. The following shall be "Events of Default" under this Facilities Lease and the terms "Event of Default" and "Default" shall mean, whenever they are used in this Facilities Lease, any one or more of the following events:

9.1.1 Failure by the District to pay any Lease Payment required to be paid hereunder at the time specified herein (unless properly withheld pursuant to provisions found in Exhibit D) when due and payable hereunder, and the continuation of such failure for a period of ten (10) days after the District's receipt of written notice from F&H.

9.1.2 Failure by the District to pay any Additional Payment or other payment (unless properly withheld pursuant to provisions found in Exhibit D) when due and payable hereunder, and the continuation of such failure for a period of fifteen (15) days after the District's receipt of written notice from F&H.

9.1.3 Failure by the District to observe and perform any covenant, condition or agreement in this Facilities Lease on its part to be observed or performed, other than as referred to in subsections 9.1.1 or 9.1.2, for a period of thirty (30) days after written notice specifying such failure and requesting that it be remedied has been given to the District by F&H; provided, however, if the failure stated in the notice cannot be corrected within the applicable period, the District shall not be in Default if it commences cure within such thirty (30) day period and diligently pursues such cure until the Default is corrected.

9.1.4 The filing by the District of a voluntary petition in bankruptcy, or failure by the District promptly to lift any execution, garnishment or attachment, or adjudication of the District as a bankrupt, or an assignment by the District for the benefit of creditors, or the entry by the District into an agreement of composition with creditors, or the approval by a court of competent jurisdiction of a petition applicable to the District in any proceedings instituted under the provisions of the Federal Bankruptcy Code, as amended, or under any similar acts which may hereafter be enacted.

9.2 Remedies on Default. Upon an Event of Default referred to in Section 9.1 hereof, it shall be lawful for F&H to exercise any and all remedies available pursuant to law or granted pursuant to this Facilities Lease; provided, however, there shall be no right under any circumstances to accelerate the Lease Payments or otherwise declare any Lease Payments not then in Default to be immediately due and payable. Each and every covenant hereof to be kept and performed by the District is expressly made a condition hereof and upon the breach thereof, F&H may exercise any and all rights of entry and re-entry upon the Project and the Site, and also, at its option, with or without such entry, may terminate this Facilities Lease; provided, that no such termination shall be affected either by operation of law or acts of the parties hereto, except only in the manner herein expressly provided. In the event of such Default and notwithstanding any re-entry by F&H, the District shall, as herein expressly provided, continue to remain liable for the payment of the Lease Payments and/or damages for breach of this Facilities Lease and the performance of all conditions herein contained and, in any event such rent and/or damages shall be payable to F&H, as appropriate, at the time and in the manner as herein provided. Notwithstanding the foregoing, F&H shall use commercially reasonable efforts to mitigate its damages.

9.3 Agreement to Pay Attorneys' Fees and Expenses. In the event any party to this Facilities Lease should Default under any of the provisions hereof, and the non-defaulting party should employ attorneys or incur other expenses for the collection of moneys or the enforcement or performance or observance of any obligation or agreement on the part of the defaulting party herein contained, the defaulting party agrees that it will on demand therefore pay to the non-defaulting party the reasonable fees of such attorneys and such other expenses so incurred by the non-defaulting party, including attorneys' fees and expenses incurred for any appeals.

9.4 No Additional Waiver Implied by One Waiver. In the event any agreement contained in this Facilities Lease should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

9.5 Application of Proceeds. All amounts derived by F&H as a result of an Event of Default hereunder, shall be applied to the Lease Payments, Additional Payments and Tenant Improvement Payments in order of payment date to be applied to the prepayment of the Lease Payments, Additional Payments and Tenant Improvement Payments.

9.6 Event of Default by F&H. The following shall be considered an Event of Default by F&H under the Facilities Lease: (1) F&H, or any member of F&H, fails to adequately perform or refuses or fails to prosecute the work on the Project pursuant to the terms and conditions found in Exhibit D with such reasonable diligence as will accomplish its completion within the time specified or any extension thereof, or unreasonably fails to complete said work within such time; (2) prior to completion of the Project, F&H should be adjudged a bankrupt, or file for bankruptcy or if it should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency; (3) F&H, or any member of F&H, persistently disregards all law, or otherwise be in violation of the General and Supplementary Construction Provisions found in Exhibit D; (4) F&H Defaults in any of its obligations under the Site Lease. In the event

of such a Default which remains uncured for a period of thirty (30) days after the District has given written notice specifying the failure and requesting that it be remedied, and solely with respect to the party that is then in Default, the District may, without prejudice to any other right or remedy, terminate the Site Lease, Facilities Lease, and all exhibits attached hereto including, but not limited to, the General and Supplementary Construction Provisions found in Exhibit D pursuant to Section 7.5 of the Site Lease.

## ARTICLE 10

### PURCHASE OPTION

10.1 District's Option. If the District is not then in Default hereunder, the District shall have the option to purchase not less than all of F&H's interests under this Facilities Lease in its "as-is, where-is" condition and terminate this Facilities Lease and Site Lease, and shall pay F&H a purchase price consisting of the Guaranteed Maximum Price (for work performed) as that term is defined in the Exhibit A, less any Lease Payments paid and Tenant Improvement Payments paid or owed by the District. Upon payment as aforesaid and payment of all other amounts owed, F&H shall deliver to the District all reasonably necessary documents in recordable form to terminate this Facilities Lease and the Site Lease and transfer title to the District. The District may record all such documents at the District's cost and expense.

Notwithstanding the above, the warranty and indemnification provisions found in Section 7.3 shall survive the termination of the Facilities Lease under this Section.

## ARTICLE 11

### MISCELLANEOUS

11.1 Notices. Any notice to either party shall be in writing and given by delivering the same to such party in person, or by sending the same by registered or certified mail, return receipt requested, with postage prepaid, or by delivering any notice by nationally recognized overnight delivery service (such as Federal Express) for next business day delivery, to the following addresses:

If to the District: TRACY JOINT UNIFIED SCHOOL DISTRICT  
1875 West Lowell Avenue  
Tracy, CA 95376  
Attn: Denise Wakefield

With a copy to: Kronick, Moskovitz, Tiedemann & Girard  
400 Capitol Mall, 27<sup>th</sup> floor  
Sacramento, CA 95814  
Attn: Addison Covert

If to F&H:

F&H Construction  
P.O. Box 55245  
Stockton, CA 95205  
Attn: Clark Fregien

Any party may change its mailing address at any time by giving written notice of such change to the other party in the manner provided therein. All notices under this Facilities Lease shall be deemed given, received, made or communicated on the date personal delivery is effected, or if mailed or sent by overnight delivery service, on the delivery date or attempted delivery date shown in the return receipt. No party shall refuse or evade delivery of any notice.

11.2 Binding Effect. This Facilities Lease shall inure to the benefit of and shall be binding upon F&H and the District and their respective successors, transferees and assigns.

11.3 Severability. In the event any provision of this Facilities Lease shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, unless elimination of such invalid provision materially alters the rights and obligations embodied in this Facilities Lease or the Site Lease.

11.4 Reserved.

11.5 Further Assurances and Corrective Instruments. F&H and the District agree that they will, from time to time, execute, acknowledge and deliver, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Site or the Project hereby leased or intended to be leased.

11.6 Execution in Counterparts. This Facilities Lease may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

11.7 Applicable Law. This Facilities Lease shall be governed by and construed in accordance with the laws of the State of California. The parties further agree that any action of proceeding brought to enforce the terms and conditions of this Facilities Lease shall be maintained in San Joaquin County, California.

11.8 F&H and District Representatives. Whenever under the provisions of this Facilities Lease the approval of F&H or the District is required, or F&H or the District is required to take some action at the request of the other, such approval or such request shall be given for F&H by F&H's Representative and for the District by the District's Representative, and any party hereto shall be authorized to rely upon any such approval or request.

11.9 Captions. The captions or headings in this Facilities Lease are for convenience only and in no way define, limit or describe the scope or intent of any provisions or Sections of this Facilities Lease.

11.10 Interpretation. It is agreed and acknowledged by District and F&H that the provisions of this Facilities Lease and its exhibits have been arrived at through negotiation, and that each of the parties has had a full and fair opportunity to revise portions of this Facilities Lease and its exhibits and to have such provisions reviewed by legal counsel. Therefore, the normal rule of construction that any ambiguities are to be resolved against the drafting party shall not apply in construing or interpreting this Facilities Lease and its exhibits.

11.11 Time. Time is of the essence of each and all of the terms and provisions of this Facilities Lease and its exhibits.

11.12 Force Majeure. A party shall be excused from the performance of any obligation imposed in this Facilities Lease and the exhibits hereto for any period and to the extent that a party is prevented from performing such obligation, in whole or in part, as a result of delays caused by the other party or third parties, a governmental agency or entity, an Act of God, war, terrorism, civil disturbance, forces of nature, fire, flood, earthquake, strikes or lockouts, and such non performance will not be a Default hereunder or a grounds for termination of this Facilities Lease.

11.13 Recitals Incorporated. The Recitals set forth at the beginning of this Facilities Lease are hereby incorporated into its terms and provisions by this reference.

11.14 Reserved.

**IN WITNESS WHEREOF**, the parties hereto have caused this Facilities Lease to be executed by their respective duly authorized officers, to be effective as of the day and year first written above.

TRACY JOINT UNIFIED SCHOOL DISTRICT,  
a school district organized and existing under the laws  
of the State of California

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By: Casey Goodall  
Title: Associate Superintendent Business Services

F&H CONSTRUCTION,  
a California corporation

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By: Clark Fregien  
Title: President

## **EXHIBIT A**

### **THE PROJECT**

The Project shall constitute that Work approved by the District by the Division of State Architect by way of a letter dated September 26, 2007, which is incorporated herein by reference. The Work that is the subject of this Facilities Lease is included within the State-approved Project and is described in Exhibit D hereto.

The Guaranteed Maximum Price for the Project is \$\_\_\_\_\_.

## **EXHIBIT B**

### **LEGAL DESCRIPTION OF THE SITE**

The land described herein is situated in the State of California, County of San Joaquin, City of Tracy and is described as follows:

[To Be Added]



## EXHIBIT C

### LEASE PAYMENT SCHEDULE

COMMENCEMENT DATE: Upon issuance of notice to proceed for the Project by District to F&H Construction.

#### PAYMENT SCHEDULE:

Payment	Amount	Due Date*
Payment No. 1		Payable one month following issuance of Notice to Proceed.
Payment No. 2		Payable following month.
Payment No. 3		Payable following month.
Payment No. 4		Payable following month.
Payment No. 5		Payable following month.
Payment No. 6		Payable following month.
Payment No. 7		Payable following month.
Payment No. 8		Payable following month.
Payment No. 9		Payable following month.
Payment No. 10		Payable following month.
Payment No. 11		Payable following month.
Payment No. 12		Payable following month.
Payment No. 13		Payable following month.
Payment No. 14		Payable following month.
Payment No. 15		Payable following month.

\* Actual amount and payment date may vary based upon level of work completed and accepted by District.

## **EXHIBIT D**

### **GENERAL AND SUPPLEMENTARY CONSTRUCTION PROVISIONS**

The General and Supplementary Construction Provisions for the Project are attached hereto.

[To Be Added – From Architect]

## EXHIBIT E

### MEMORANDUM OF COMMENCEMENT DATE

This MEMORANDUM OF COMMENCEMENT DATE is dated \_\_\_\_\_, 2007 and is made by and between F&H Construction ("F&H"), as Lessor, and the Tracy Joint Unified School District ("District"), as Lessee.

1. F&H and District have previously entered into a Facilities Lease dated as of \_\_\_\_\_, 2007 (the "Lease") for the leasing by F&H to District of the Site and Project in Tracy, California, referenced in the Lease.
2. District hereby confirms the following:
  - A. That the term of the Facilities Lease commenced the day the Notice to Proceed was issued and will expire at 11:59 P.M. on \_\_\_\_\_, 2007.

IN WITNESS WHEREOF, F&H and District have signed this Memorandum of Commencement Date as set forth below to confirm the foregoing.

#### TRACY JOINT UNIFIED SCHOOL DISTRICT

By: \_\_\_\_\_  
Casey Goodall, Associate Superintendent Business Services

#### F&H CONSTRUCTION

By: \_\_\_\_\_  
Clark Fregien, President

## **EXHIBIT F**

### **THE JOINT USE LIBRARY**

The library shall constitute that work approved by the District by the Division of State Architect by way of a letter dated \_\_\_\_\_, 2007, which is incorporated herein by reference. The work that is the subject of this Facilities Lease is included within the State-approved Project and is described in Exhibit D hereto.

The Guaranteed Maximum Price for the library is \$\_\_\_\_\_.

## **EXHIBIT G**

### **THE JOINT USE SHOP CLASSROOMS**

The shop classrooms shall constitute that work approved by the District by the Division of State Architect by way of a letter dated \_\_\_\_\_, 2007, which is incorporated herein by reference. The work that is the subject of this Facilities Lease is included within the State-approved Project and is described in Exhibit D hereto.

The Guaranteed Maximum Price for the Project is \$\_\_\_\_\_.



# BUSINESS SERVICES MEMORANDUM

**TO:** Dr. James Franco, Superintendent  
**FROM:** Dr. Casey Goodall, Associate Superintendent for Business  
**DATE:** November 1, 2007  
**SUBJECT:** Approve Agreement for Lease of Relocatable Structures by and Between San Joaquin Delta Community College and Tracy Unified School District

**BACKGROUND:** Tracy Unified School District is the owner of a relocatable structure located at 1895 West Lowell Avenue, Tracy, California, commonly known as the "Delta College – Tracy Center" owing to its use by Delta College for seven years for certain courses of instruction it has offered in the City of Tracy since the fall of 1999 as an off-site attendance center. A lease agreement has been in place since 1999, but expired on June 30, 2007.

**RATIONALE:** Delta College intends to continue to offer instructional classes to the growing population in the Tracy metropolitan area, and to operate from the structure referenced above for at least the remainder of this fiscal year.

**FUNDING:** For the 2007-08 year, Delta College shall reimburse Tracy Unified for utilities at a monthly rate of \$1,765 per month for twelve months. In addition, Delta College shall pay \$1 per square foot per month for the facility.

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

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

## AGREEMENT FOR LEASE OF RELOCATABLE STRUCTURES

Agreement made this 1<sup>st</sup> day of July, 2007, by and between the Board of Trustees of the SAN JOAQUIN DELTA COMMUNITY COLLEGE DISTRICT ("Delta College") and the Board of Trustees of the TRACY UNIFIED SCHOOL DISTRICT ("TUSD") of San Joaquin County for the lease of a multi-building relocatable structure for limited instructional use.

1.01 Tracy Unified School District is the owner of a relocatable structure located at 1895 West Lowell Avenue, Tracy, California, commonly known as the "Delta College – Tracy Center" owing to its use by Delta College for seven years for certain courses of instruction it has offered in the City of Tracy since the fall of 1999 as an off-site attendance center. The City of Tracy is located wholly within the boundaries of the Delta College district, and Delta College intends to continue to offer instructional classes to the growing population in the Tracy metropolitan area.

### TERMS AND CONDITIONS

2.01 **Term.** The term of this Agreement shall be from July 1, 2007 through and including June 30, 2009, unless terminated earlier under Section 2.12 below. The parties may mutually agree to extend the term of the Agreement for an additional one (1) year period.

2.02 **The Building.** The building (premises) was manufactured by Meehleis Modular Buildings, Inc. of Lodi, California, as a prefabricated modular building with stucco exterior finish, metal stud infill walls, and mansard roof. The Department of the State Architect has assigned no. 02-101263 to the building as its identifying number. It contains 10,175 square feet (gross) which have been partitioned into seven (7) classrooms. The building was originally located on the Delta College Stockton campus, and was known as "the CSUS building" owing to its one-time use by California State University. The building was purchased by TUSD from Delta College in June of 1999 and moved to the current location at 1895 West Lowell Avenue in Tracy, California.

2.03 **Insurance.** During the course of this lease, Tracy Unified shall maintain all appropriate property and liability insurance coverages for the building. TUSD shall provide Delta College with evidence of insurance. During such term, Delta College shall insure (through self insurance or otherwise) for general liability and shall supply TUSD with a certificate of insurance. In addition to the certificate of insurance, an endorsement must be attached naming Tracy Unified School District as an additional ensured. Delta College shall use Accord Forms available through insurance agents. The standard minimum coverage required is \$1,000,000 combined single limit or \$500,000 per person, \$1 million per occurrence, and \$100,000 for property damage.

The Certificate of Insurance must include all of the following:

- Name of insured (must match name on Facility Use Application)
- The statement: "Naming Tracy Unified School District, its employees, officers, board of directors, and agents, as additional insured, under the above captioned policy"
- Location(s) to be rented
- Start date and end date of the lease
- Cancellation clause including 30-day notice

The endorsement will be a separate page and should be attached to the certificate of insurance.

Any extreme hazardous risks (example trampolines, bungees, and jumping devices, fireworks, aircraft, parachutes, domesticated or wild animals, rodeo, racing, circuses, climbing walls, deep fat fryers) will require prior approval by the three member facility use committee. These uses will require \$5,000,000 combined single limit insurance.

**2.04 Indemnity.** Lessee hereby agrees to indemnify, hold harmless and defend Lessor against any and all claims, lawsuits, judgments, or other legal proceedings of any type or nature, for property damage or bodily harm, arising out of Lessee's use of the leased premises, during the term of the Agreement. This Indemnity provision extends beyond the term of the Agreement for any claim which relates back to Lessee's use of the leased premises during the term of the Agreement, until all applicable statutes of limitation have expired. Lessee acknowledges that the insurance limits set forth in Section 2.03 above are not limitations on the liability of Lessee under this Section 2.04.

**2.05 Delta College Payments.** For payment purposes, it must be noted that Delta College has had continuous occupancy of the building from July 1, 2007. For the 2007-08 year, Delta College shall reimburse Tracy Unified for utilities at a monthly rate of \$1,765 per month for twelve months. (\$1,765 per month times twelve months equals \$21,180.) In addition, Delta College shall pay \$1 per square foot per month for the facility. (10,175 square feet times \$1 per square foot equals \$10,175 per month times twelve months equals \$122,100 for annual lease payments.)

**2.06 Signage.** Delta College shall be responsible for maintaining the existing signage on the building, which identifies the structure for Delta College use.

**2.07 Maintenance and Repairs.** Delta College shall be responsible for providing all general maintenance and repairs to the building up to a cost of \$400 to keep it in operable condition for its use during the term of the agreement. General maintenance and repairs to the building of a cost greater than \$400 shall be the responsibility of Tracy Unified School District. Permanent alterations to the building must be approved by TUSD in writing. Delta College shall provide and be responsible for all classroom furniture, equipment, and supplies needed for community college instruction. This agreement shall be voided in the event of vandalism, fire, flood, earthquake, or other act of God or event beyond the control of Delta College.



2.08 **Parking.** Tracy shall provide 5 spaces for staff and shall allow students and other visitors to the premises to park in unmarked parking spaces in the Northern DEC parking lot and the West High School parking lot. Tracy shall maintain the parking surface in good repair, with appropriate striping, drainage, curbing, and lighting.

2.09 **Building Security.** Keys to the building and its classrooms shall be controlled by and supplied by Delta College during the term of its use. Delta College shall issue TUSD a sufficient number of keys for use by Tracy's classroom instructors on an as-needed basis. Delta College shall supply custodial services to the building.

2.10 **Inspection of Premises.** The Lessor shall have the right at all reasonable times to enter upon the Premises for the purpose of inspecting the same.

2.11 **Condition Upon Termination.** Lessee agrees that upon the termination of the Agreement, Lessee will surrender the leased premises, and will not hold over. The leased premises shall be restored by Lessee at its sole cost and expense, to the condition they were in at the commencement of the Agreement. In the event that TUSD is required to make repairs to the premises after the termination of the Agreement due to damage caused by Lessee, Lessee agrees to pay all reasonable costs incurred by TUSD upon receipt of a written request for payment.

2.12 **Early Termination.** Either party has the right to terminate this Agreement with thirty (30) days written notice in the event that both parties agree to the termination. If termination is due to a breach of the terms and conditions of this agreement, the parties agree to first give five (5) days written notice of the breach, and a chance to cure prior to issuing the notice of termination.

**2.13 Notices.** All notices, request, demands and other communications under this Agreement shall be in writing and shall be deemed to have been duly given (i) on the date of service if served personally on the party to whom notice is being given of (ii) one business day after transmission by facsimile to a designated facsimile number, or (iii) two business days after the postmark date affixed by the United States Postal Service if mailed to the party to whom notice is to be given by first class mail, registered or certified, postage prepaid, and properly addressed as follows:

To Delta College:

Claire Tyson  
Acting Vice-President for Business Services  
5151 Pacific Avenue  
Stockton, California 95207  
Fax No.: (209)954-5891

To Tracy Unified:

Casey J. Goodall  
1875 West Lowell Avenue  
Tracy, California 95376  
Fax No.: (209)830-5298

Either party may change its designated recipient for notices under this Section by giving the other party notice of such change in the manner provided in this Section.

**2.14 Waiver.** No default of any provision hereof can be waived unless in writing, and waiver of any default shall not be deemed a waiver of any other default of the same or any other provision of this Agreement.

**2.15 Amendments.** No amendment or modification of this Agreement shall be effective unless in writing and endorsed by duly authorized representatives of the parties.

**2.16 Counterparts.** This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same agreement.

**2.17 Integration.** This Agreement, together with its exhibits specifically referenced herein, contains the entire agreement between the parties concerning the lease of this building, and any prior correspondence, memoranda or agreements are superseded in total by this Agreement.

**2.18 Attorneys Fees and Costs.** In the event of any litigation or administrative action related to this Agreement which is brought by one of the parties against the other, the prevailing party, as determined by the court or administrative hearing officer, shall be entitled to reasonable attorneys' fees and costs in an amount determined by the court or administrative hearing officer. Notwithstanding the above, the parties agree to first try to

resolve any disputes concerning this Agreement by means other than litigation, including but not limited to mediation, before commencing litigation.

2.19 **Documentation.** The parties agree to execute such additional documents as many be reasonable necessary to carry out the provisions of this Agreement.

Dated: \_\_\_\_\_, 2007

San Joaquin Delta Community  
College District

By: \_\_\_\_\_  
Superintendent/President

Dated: \_\_\_\_\_, 2007

Tracy Unified School District

By: \_\_\_\_\_  
Associate Superintendent for Business  
Services

Approved as to Form and Content:

\_\_\_\_\_  
Frederick A. Wentworth  
Superintendent of Schools for  
San Joaquin County



# BUSINESS SERVICES MEMORANDUM

**TO:** Dr. James Franco, Superintendent  
**FROM:** Dr. Casey Goodall, Associate Superintendent for Business  
**DATE:** November 1, 2007  
**SUBJECT:** Adopt San Joaquin County Office of Emergency Services Hazard Mitigation Plan as the Tracy Unified School District Hazard Mitigation Plan

**BACKGROUND:** San Joaquin County has a history of sustaining damages from storm & flood events, which has occasionally resulted in state and federal financial assistance during recovery. Increasingly, both state and federal agencies are requiring hazard mitigation activities as part of recovery plans. In addition, funding for mitigation projects has increased in recent years to local governments which have a hazard mitigation plan in place.

This attached San Joaquin County Hazard Mitigation Plan is being jointly developed to fulfill the requirement for all public agencies in the county, and is to be used as guidance during restoration, repairs, or new development of property or structures. The purpose is to identify specific problem areas, and reduce repetitive damages caused by storms or flood events by taking appropriate mitigation actions. This document will be the primary resource for identifying future projects for funding or designation as state or federal post-disaster hazard mitigation priorities.

The mitigation plan will does not replace the district's Emergency Response Plan, which serves as a "mitigation action" to prevent or reduce the affects of a disaster on your jurisdiction.

**RATIONALE:** Having an approved mitigation plan for Tracy Unified School District is now, by law, a prerequisite for us to apply for mitigation grants following a disaster. So, for example, if a district building is damaged in an earthquake, we could apply for a grant to make upgrades rather than just repairs so that it would not suffer the same damages in the future.

The goal of a mitigation plan is to identify the natural hazards that can affect our jurisdiction and pre-identify mitigation actions that would reduce economic loss. The County has chosen to include "man-made" hazards as well as "natural" hazards.

"Piggybacking" on the County plan means that Tracy Unified School District need not repeat the work that has already been done on the major hazards affecting the County that may also affect our jurisdiction. The proposed mitigation procedures are in line with practices already conducted within the district.

**FUNDING:** There is no immediate financial impact of related to this issue, but adoption of the plan may make the district eligible for emergency response funds in the event of a disaster.

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

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

**SAN JOAQUIN COUNTY  
OFFICE OF EMERGENCY SERVICES**



**HAZARD MITIGATION  
PLAN**

Please review the County objectives, goals, and implementation sections for compliance and project guidelines.

#### Preface

San Joaquin County continues to be impacted by winter storms and floods from the earliest known records dating back in the 1800's to the present times. In light of the continuing constraints on public funds, governmental agencies must increase their review of building, remodeling, and redevelopment activities for hazard mitigation opportunities.

State and Federal disaster recovery assistance never has, and never will, entirely replace what is lost in disasters. Therefore, we must seriously look at preventing or reducing damages as the County continues to expand its industrial and residential communities.

This document addresses specific problem areas and how they may be addressed. This review is based on mitigation measures already discussed in the County General Plan and on hazard mitigation plans from floods in 1983 and 1986.

#### Acknowledgements

We would like to thank all of the agencies that have assisted in developing this hazard mitigation plan. In particular, the San Joaquin Community Development Department provided the starting point through its work on the County General Plan and specific EIR's for area-wide community development projects. The General Services Department and Department of Public Works also contributed their significant expertise gained from dealing with the bulk of damages suffered by County agencies in past disasters.

## **EXECUTIVE SUMMARY**

This Post-Disaster Hazard Mitigation Plan is intended to develop strategies for County departments in identifying mitigation actions and implementation strategies for reducing storm & flood damages. Though the County is faced with other serious threats, the Federal Emergency Management Agency (FEMA) only requires a plan for storm/floods.

An "all-hazards" mitigation plan exceeds the staff time budgeted for this type of

were effected.

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### 1.1 Purpose

The purpose of this plan is to identify projects within the unincorporated areas of the County of San Joaquin that would reduce repetitive damages to life and property from storm damages and floods. Some seismic and geologic hazards are also reviewed because of their tremendous potential for indirectly creating damage from flood and storm hazards.

### 1.2 Scope

This plan focuses on damages to public property, and the County departments responsible for its maintenance, that most frequently is damaged from storm and flood events. Departments most impacted in this manner include the Department of Public Works, the General Services Agency (Parks & Recreation and Government Buildings), and the Stockton Metropolitan Airport.

### 1.3 Authority

County Ordinance No. 1786 - Disaster ordinance empowering the Director of Emergency Services and the County Emergency Services Council to develop plans and procedures to safeguard lives and property.

County Planning Commission - Responsible for approving the San Joaquin County General Plan and forwarding it to the Board of Supervisors for their review. The General Plan establishes the policy framework for the County's Development Title, which contains the land use regulations for the County.

5. Adopt local building codes aimed at mitigating potential hazards. Review current codes to identify additional mitigation needs.

General Plan

5 Enforce appropriate construction standards practices so they mitigate hazards prior and post-incident.

6 To protect people and property from flood hazards. This pertains to new development and in established areas.

8. Review identified zoning strategies to ensure adoption and enforcement enhances mitigation.

FEMA Recommended to be considered

7 Acquiring floodplain land for open space use or for protecting new development.

8 Regain lost environmental values of the floodplain through an aggressive acquisition program.

9 Promoting public awareness of flood hazards and mitigation measures and encouraging public participation in these objectives.

10 Preserving or restoring natural floodplain values.

11 Protection of people and property from flood hazards where flooding problems cannot be eliminated.

**Storm water Drainage**

1. To collect and dispose of storm water in a manner that least inconveniences the public, reduces potential water-related damage, and enhances the environment.

**Seismic and Geologic Hazards (causing or resulting from storm and/or floods)**

1 To reduce the risk to life and property and increased governmental cost from potential seismic occurrences.

2 To minimize the adverse economic, social and physical impacts from geologic hazards.

**Emergency Preparedness**

1 To minimize loss of life, damage to the environment and the destruction of property from natural or man-made emergencies.

2 To maintain continuous functioning of the social and physical networks of the County

general emergency response considerations, and other information that will assist in hazard mitigation planning.

A completed copy of a San Joaquin County Hazard Analysis form has been included for each hazard listed along with a diagram of the affected area if applicable. This will provide an overall view of the impact of each hazard and the County's basic response to that hazard.

## 2.2 Vulnerability Assessment

The Vulnerability Assessment including maps, charts, tables, graphs follow each hazard evaluation instead of a separate section.

### 2.2.1 Risk Information

#### 1. Loss Potential

##### **Hazard Analysis**

Hazard analysis and vulnerability assessments will be disseminated to cities and selected County departments through revisions to the County Emergency Operations Plan.

##### **Mitigation Measures**

Cities, County departments, and special districts will become aware of changes and modifications to the General Plan and Hazard Mitigation Plan through the distribution of updates and revisions to those agencies.

When the Hazard Mitigation Grant Program is offered following a disaster, agencies may request a current version of the San Joaquin County Hazard Mitigation Plan from the Office of Emergency Services. That office will ensure that the plan is updated and current if a County department submits a grant proposal.

projects.

San Joaquin County is a participant in the National Flood Insurance Program and follows the guidelines established by the Federal Emergency management Agency for that program. The main vehicle to enforce these guidelines locally is the Flood Hazards Chapter of the County's Development Title.

### 3.1.1 Enabling Legislation

#### Code of Federal Regulations, of Public Law 93-288, Subpart M

Section 406 - As a condition for receiving federal disaster funding aid under the public assistance program, repairs and reconstruction is done in accordance with applicable codes, specifications, and standard.

Section 409 - Local, state, and federal agencies must evaluate mitigation potentials as part of assistance. This is to develop a long-term strategy and program to reduce or eliminate the need for future disaster assistance.

Code of Federal Regulations, of Public Law 93-288, Subpart N, Section 404 - Allows federal funding of mitigation measures on a cost-sharing basis with local government.

National Flood Insurance Program (NFIP) - Established in the National Flood Insurance Act of 1968, and broadened and modified in the Flood Disaster Protection Act of 1973. Enables property owners to purchase insurance protection against losses from flooding. San Joaquin County is a participant.

State of California Dam Safety Act - Requires that dam owners submit inundation maps for those dams whose total failure would cause loss of life or personal injury. This law also requires local jurisdictions to adopt emergency procedures for the evacuation and control of populated areas below such dams.

California Government Code Sections 65302-65303 - Requires local General Plans

Title 4, Division 3 of County Ordinance Code - Identifies responsibilities and authorities for developing response procedures in the event of an emergency including floods.

Mobile Home Planning - Title 9, Division 8 of the County Ordinance Code requires evacuation plans for existing mobile homes, mobile home parks, or recreational vehicle parks that are located within a floodway. They are also required for existing or new recreational vehicle parks located within flood fringe areas.

Executive Orders 11988, Floodplain Management and 11990, Protection of Wetlands (44 CFR Part 9) - Directs all federal agencies to avoid to the extent possible the long and short-term adverse impacts and to avoid direct and indirect support of floodplain and wetland development wherever there is a practicable alternative.

San Joaquin County General Plan 2010 (July 1992) - Long-range public policy guiding the use of private and public lands. This is the County's official position on development and resource management. All development, public and private, must be consistent with the plan, specifically Volume I (Chapter V), and Volume III (Appendices III.A, III.B, III.F).

### 3.1.3 Policy Memorandums

*To be developed*

### 3.1.4 Emergency Management Exercises

The San Joaquin Operational Area staff conducts a minimum of six exercises and drills annually to evaluate plans, procedures, and actions that the jurisdiction can take to reduce risks to lives and property. These sessions cover pre-disaster to post-disaster activities. All of them address hazard mitigation.

### 3.1.5 Governmental Organization

recovery (including mitigation).

Emergency Preparedness Plans - A combination of response plans, manuals, and procedures developed by public agencies and private businesses used to prepare, respond, and recover from emergencies and disasters. Some examples are the Dam Failure Plan, the Business Emergency Plan Guide, the Disaster Recovery Plan, and the Flood Evacuation Plan.

Emergency Preparedness Presentations - County Emergency Management staff continually conduct preparedness sessions to area groups. These sessions involved an extensive structural & non-structural hazard mitigation element including pamphlet handouts that describe mitigation activities.

San Joaquin County General Plan - This is the County's official position on development and resource management including mitigation measures.

San Joaquin Operational Area - A special purpose organization made up of special districts, cities, and the County aimed at coordinating the response activities of those jurisdictions as well as State and Federal agencies located within San Joaquin County. The aim is to centralize resource management and information flow between the levels of government.

San Joaquin Storm/Flood Hazard Mitigation Plan - A document required to be prepared and followed by legal "Delta" Reclamation Districts as part of 1983 & 86 flood mitigation measures. This plan identifies population, evacuation routes, and relocation points for the public residing in those jurisdictions.

Facility Study - In January 1984, the County Planning Division prepared a report titled "Report on Public Facilities Subject to Flooding in San Joaquin County". The purpose of the report was to examine the safety of public facilities from 100-year flood, 500-year flood, and Dam Failure events. The report evaluated certain types of public and quasi-public facilities and made findings and recommendations for use in future public facility planning and emergency planning.

Mobile Home Plan Review - Evacuation plans are reviewed by County Community Development Department for compliance with the Flood Ordinance. Copies are also retained at the County Emergency Operations Center.

Program application packets. Ensure listings have accurate location descriptions and elevations.

#### **Flood Control District**

Flood Control Project for Stockton: 100-year Map Adjustments - A combined City of Stockton and County project to increase levee elevation, develop retention ponds, and make other flood structure modifications to increase the level of protection to the metropolitan Stockton areas. This project is in the final planning and funding stage under the direction of a Joint Powers Agency.

#### **Public Works, Utilities Division**

Portable Water Supply Alternate Power - Acquire a trailer mounted portable power unit for maintaining domestic water supply systems during storm/flood periods. Project requires retrofit of all current system power connections that do not have an alternate power source so that the unit can be quickly hooked-up. This short-term mitigation measure would be followed in the next phase with permanent alternate power supplies for water systems.

#### **Sheriff Department**

Flood Protection Berm - Construction of a berm around the County Sheriff's Department Complex to contain floodwaters from San Joaquin River and French Camp Slough. This berm would also include a planned "shooting range" that requires a berm style design.

#### **Stockton Metropolitan Airport**

Alternate Power Source For Storm Water Underground Drainage Pumps - Past power failures during storm events caused storm water to rise up through the storm drains in the loading dock area behind the warehouse at 7720 Boone Air Drive to a depth of 2 plus feet. Approximate cost to purchase and install a 50KVA emergency generator is \$47,000.

#### **4.1.2 Identification of Potential Hazard Mitigation Grant Program Projects (HMGP)**

these alternate sites including storage of essential documents and supply lists, development of physical layout drawings, placement of communications (telephone & radio) connections for rapid activation.

#### **Flood Control District/Channel Maintenance**

100-Year Flood Protection for Stockton Metropolitan Airport - Modify Little John Creek and Weber Slough to provide 100-year flood protection to the Counties primary airport.

Improvement of Existing Development Storm Drainage Systems - Identify areas of existing development, individual residences, rural structures, public roadways, unleveed creeks, and private and public ditches that are susceptible to flooding problems or could create flooding problems for other facilities. Identify causes of flash floods, severe thunderstorms, high water table, standing water, and sheet flow in the following general areas:

- East Stockton -Thornton
- Morada -Woodbridge

Stream and Rainfall Detection Sensors - Identify sites for stream gauges for early warning of high water as well as rain gauges for agencies to use to recognize threatening situations.

Mokelumne River Debris Clearance - This natural river system has no identified responsible jurisdiction for channel clearance. Debris build-up from past high water flows up to 1995 includes large trees, stumps, and other vegetation which decrease channel capacity and endanger County bridges crossing this river. This project would involve identifying debris areas and coordinating debris removal with private landholders, local, state, and federal agencies for environmental impact and approval. The project would also fund labor and equipment for removal and disposal of debris.

#### **Public Works: Road & Bridge Maintenance Division**

Lower Sacramento Road Subway – Re-pipe drainage from subway to storm-drain pump station. Install backup power generator to run pump. This railroad under-crossing, which is a major road connector to the City of Galt in Sacramento County, must be consistently closed when power fails.



printing of placards and developing team kits for immediate field deployment.

**Demolition of Damaged Structures Ordinance** - The intent of this ordinance is to deal with mitigating hazards that pose an imminent threat to public health and safety immediately after a disaster. Once adopted, this ordinance will supplement the criteria contained in the abatement codes by providing specific time frames and actions that must be taken for historic buildings.

**Disaster Repair and Reconstruction Ordinance** - Completion of this ordinance prior to a disaster would allow owners of damaged structures to begin the repair process immediately and would minimize the amount of time that an owner does not have access to his/her building. The Uniform Building Code would have codes and standards in place for damaged structures.

**Land Use For Reconstruction** - Allows the reconstruction of non-conforming facilities located on potentially substandard lots provided the degree of nonconformity is not increased over what existed prior to the disaster.

**Mobile Home Park Survey** - Conduct survey to identify locations required to develop an evacuation plan or complete anchor retrofits, develop an evacuation plan review crosswalk, all County staff to update guidelines and assist park managers to develop their plan and maintenance program.

**Geographical Information System** - Develop a Geographical Information System that networks storm/flood response and recovery agencies for both predisaster and post-disaster mitigation activities. These agencies include the Sheriff, Assessor, Emergency Services, Community Development, Public Works, and Government Buildings Departments.

**Audio/Visual Education Program** - Develop and update audio and video materials for seismic retrofit and flood mitigation educational materials. This would augment existing availability for San Joaquin County specific materials.

**Inspection of Illegal Structures in the San Joaquin - Sacramento Delta** - Contract for a Building Code Enforcer to identify, and process for removal, structures in the 100-year flood zone that violate County Code.

**Stockton Metropolitan Airport**

- b. Alternate power to pumps in low underpasses.
- c. Urban and rural community public drainage systems.
- d. Seismic retrofit of essential facilities. (Government Buildings)
- e. Provide alternate Operational Area EOC's with supplies and equipment to coordinate emergencies.

#### 4.2.2 Actions Organized by Category

##### **Storm-water Drainage**

- a. Minimum requirements for storm-water drainage facilities for the approval of tentative maps and may also be necessary for other discretionary applications:

##### **STORMWATER DRAINAGE**

##### **3 General Plan Areas 4 Minimum Requirements**

Urban Communities Public drainage system, with terminal drainage unless a Master Drainage/Special Purpose Plan permits retention ponds. On-site drainage may be permitted in Rural Residential designations if parcels are two acres or more.

Rural Communities Public drainage system. On-site drainage may be permitted if parcels are two acres or more.

Freeway Service Areas Public drainage system serving at least each side of the Outside of Communities freeway. (System may be private if only one parcel is

involved.) Industrial Areas Outside of Public drainage system serving the entire planned area. Communities (System may be private if only one parcel is involved.) On-

Commercial Recreation site drainage may be permitted in the Truck Terminals designation. Public drainage system serving the entire planned Commercial Recreation area. (System may be private if only one parcel is involved.)

obstructions are not created, the possibility of floating materials is reduced, and the flood will not be increased. In flood

San Joaquin County <sup>Page 17 of 28</sup> November 2001 Hazard Mitigation Plan PROPOSED  
ACTIVITIES

fringes areas, cemeteries or landfills are not allowed. All new residential structures and substantial improvements to existing residential structures are required to have the lowest floor elevation twelve inches above the 100-year flood elevation. New non-residential buildings must either meet these requirements or provide an alternative method of flood proofing which is certified by a registered architect or engineer and approved by the County Building Inspector.

- a. New residential, public, commercial, and industrial development shall be required to have protection from a 100-year flood protection.
- b. New areas of residential development shall be zoned for development only if the area has 100-year flood protection.
- c. In designated flood-ways, uses shall be restricted to those that are tolerant of occasional flooding, such as agriculture, outdoor recreation, extraction, and natural resource areas.
- d. The County shall prohibit facilities essential for emergencies and large public assembly facilities from developing in the 100-year floodplain, unless the structure and access to the structure are free from flood inundation.

**Flood Hazards - Flood Control**

- a. The primary use and purpose of levees shall be flood control. Other uses shall be allowed only if the uses are compatible with the primary purpose of the levee and do not reduce the flood control integrity.
- b. Levees in areas planned for urban development shall provide 100-year flood protection, and levees in areas not planned for urban development shall provide 50-year flood protection.
- c. Levees in areas of existing development shall provide 100-year flood protection.
- d. Flood control levees should be designed to conserve resources, incorporate and preserve scenic values, and shall incorporate opportunities for recreation, where appropriate.
- e. Flood management programs should avoid alteration of waterways and their

The Mitigation Officer, assigned to the Community Development Department, assures that identified mitigation measures are in line with the County General Plan and Storm/Flood Hazard Mitigation Plan. This Officer also reviews the Storm/Flood Hazard Mitigation Plan after each incident for additional measures.

The Mitigation Officer also assists agencies applying for Mitigation Grants in meeting the documentation requirements of the application.

#### 5.1.2 Responsibilities of Lead Agencies

##### **Storm-water Drainage**

- a. Required Storm Drainage Facilities. The Development Title shall specify required storm-water drainage facilities. (Public Works, Planning)
- b. Master Drainage Plans. A Master Drainage Plan shall be prepared for each major drainage basin in the County. (Public Works)

##### **Seismic and Geologic Hazards**

Open Space. The following areas of the County shall be planned for open space to limit exposure of people and structure to hazards:

- a. The Delta Islands, because of subsidence and potential flooding from levee failure.
- b. Slopes with Landslide Susceptibility Rating 1.

(Planning) Erosion Control. The County shall:

- a. Include erosion and sediment control regulations in the Development Title; (Planning)
- b. Support soil conservation and restoration efforts of the U.S. Soil Conservation Service and the Resource Conservation Districts; (Planning)
- c. Promote the planting of vegetation to decrease loss of soil by erosion.

anchors to be used as tie downs for the mobile homes instead of evacuating. The purpose of the evacuation plans is to show how the mobile homes and recreational vehicles will be evacuated if a flood occurs.

Plans require names of hauler or hauling company of mobile homes, escape routes, storage areas of mobile homes in flood free areas, criteria for implementation of evacuation plan and names of responsible persons. These plans are to be updated annually and reviewed by County Community Development Department.

#### 5.1.3 Periodic Reporting Requirements

General Plan - Annual reports will be made for the Board of Supervisors to describe progress made on the General Plan and on the implementation of hazard mitigation actions. Involved County departments will work with the County Community Development Department on the preparation of this report.

Emergency Plans - An annual report will be made to the County Emergency Services Council reviewing ongoing emergency planning, emergency exercise schedules, and prioritization of additional issues to be addressed. This council will make recommendations to the Board of Supervisors on approving plans, disaster ordinances, and other actions.

Operational Area Steering Committee - This committee will conduct an annual review of the implementation of the Operational Area procedures, agreements, exercises, and training and approve recommendations for modifications.

### 5.2 Evaluation & Maintenance

#### 5.2.1 Continued Relevancy of Goals and Objectives

All plans, procedures, and manuals bearing on mitigation have been placed on an update schedule. The following table lists the primary documents that relate

November 2001



**COUNTY OF SAN JOAQUIN**

**OFFICE OF EMERGENCY SERVICES** RONALD E. BALDWIN

ROOM 610, COURTHOUSE  
COORDINATOR 222 EAST WEBER  
AVENUE STOCKTON,  
CALIFORNIA 95202 TELEPHONE  
(209) 468-3962 HAZARDOUS  
MATERIALS DIVISION (209) 468-3969

November 15, 2001

TO: County Departments

FROM: Ronald E. Baldwin, Coordinator of Emergency Services

SUBJECT: SAN JOAQUIN STORM/FLOOD HAZARD MITIGATION PLAN

This Hazard Mitigation Plan is to be used as guidance during restoration, repairs, or new development of property or structures. The purpose is to reduce repetitive damages caused by storms or flood events by taking appropriate mitigation actions.

San Joaquin County has a history of damages from these types of events, which has resulted in state and federal financial assistance during recovery. Increasingly, both state and federal agencies are requiring hazard mitigation activities as part of recovery. In addition, funding for mitigation projects has increased in recent years, providing local governments have a hazard mitigation plan in place.

This hazard mitigation plan will be the primary document for identifying future projects for funding, in line with County General Plan, Emergency Operations Plan, and state or federal post-disaster hazard mitigation report priorities.

planning, thus the minimum hazard focus is addressed. Each disaster declaration for other hazards will require a local hazard mitigation plan in order to apply for selected state & federal funding.

This mitigation plan is the first attempt of the County to review past storm/flood mitigation plan requirements and develop an on-going document for future disaster declarations. In addition, annual General Plan 2010 revisions will include change suggestions for hazard mitigation goals, objectives, actions, and implementation strategies.

The sites, actions, and strategies are *only* for the unincorporated areas and not for potential mitigation actions for “special districts” and cities that may have mitigation options for their responsibilities. They shall develop a local hazard mitigation plan for their own jurisdiction.

The ***Introduction*** section outlines the authorities, goals, and objectives for the County to implement and monitor mitigation actions. This includes identification of all county, state, and federal regulations to conduct mitigation.

A ***Hazard Identification And Evaluation*** section focuses on storms, floods, and seismic threats to the County. Each hazard includes a short listing of past occurrences, threat analysis, and map of risk area.

A ***Capability Assessment*** lays out the legal framework allowing County departments to change development practices, inspect community land use, and develop plans. The assessment also reviews the ability to conduct disaster response/recovery exercises.

In ***Proposed Mitigation Activities***, County departments developed a list of projects that would mitigate sites of past damages, or potential damages. In addition, the identified projects to submit if the federal Hazard Mitigation Grant Program (HMGP) was made available after a presidential storm/flood disaster.

Finally, a ***Plan Implementation and Maintenance*** section was included to maintain this plan on an on-going schedule. This section would allow the County to monitor if the list of projects should be changed, or new projects to be added, and if any mitigation actions

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## SECTION 1: INTRODUCTION



Local Hazard Mitigation Coordinators - Individuals designated by the Board of Supervisors who develop and revise the local hazard mitigation plan. This complies with 44 CFR Part 406, Subpart M of the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988 (P.L. 93-288). This local plan must be current in order for County departments to submit mitigation project proposals under Section 404, Subpart N of the Stafford Act.

#### 1.4 Goals

Land Use Goal - To provide a well-organized and orderly development pattern that seeks to concentrate urban development and protect the County's agricultural and natural resources.

Public Safety Goal - To provide an adequate level of public health and safety for local residents and businesses.

Hazard Mitigation Plan Goal - To identify specific projects from various County departments that could reduce repetitive damages from floods and storms. These damages will be based on past incidents. In addition, Seismic and geologic hazards affect flooding are addressed.

#### 1.5 Objectives

##### **Flood**

- 1 Review inspection process intended to enforce zoning laws, building codes and standards that will reduce flood and storm damage.
- 2 Pass ordinances and legislation that achieve cost-effective mitigation of risks to the public.
- 3 Reduce the area vulnerable to a storm or flood disaster within new and existing development projects.
- 4 Review local zoning strategies in light of model zoning regulations aimed at hazard mitigation.

## 1.6 Definitions

**100-Year Floodplain.** The geographic area, which would be inundated by a flood having a one percent (1%) chance of being equaled or exceeded in any given year. The boundary of the 100-year floodplain is the basic planning criterion used to demarcate unacceptable public safety hazards.

**Floodway.** The channel of a stream, plus any adjacent floodplain areas, that must be kept free of development so that the 100-year flood can be carried away without substantial increases in flood heights. Development within the floodway reduces its floodwater carrying capacity and increases flood heights, thereby increasing flood hazards beyond the border of the floodway. As a minimum standard, the Federal Emergency Management Agency (FEMA) limits increases in flood heights within the floodway to 1.0 foot provided that hazardous water velocities do not occur.

**Floodway Fringe.** The area between the floodway and the boundary of the 100-year floodplain is termed the floodway fringe and encompasses the portion of the floodplain that could be used for development without increasing the surface elevation of the 100-year flood more than 1.0 foot at any

## SECTION 2: HAZARD IDENTIFICATION AND EVALUATION

Two hazards identified in the County General Plan and the County Emergency Operations Plan is addressed directly by this Hazard Mitigation Plan;

- Flood Emergencies

- Seismic and Geologic Hazards

## 2.1 Hazard Evaluation

The following descriptions contain the Hazard Evaluation, Vulnerability Assessment, and Risk Information for each hazard. These major hazards present a realistic threat to the health and safety of the public and their property. The goal of this section is to give a general description of the causes of a specific potential disaster event, its effects,

Agencies will also be made aware of hazards and mitigation objectives through site visits. One useful type of site visit is emergency exercises. These exercises require city staff and special districts to meet and practice responding to potential hazards. Time will be included in these exercises for discussions on how to best to reduce damages and impacts prior to the threat materializing.

The interaction of Building Inspectors and Community Development staff with governmental agencies and private developers on a day-to-day basis will be used to increase awareness of new and revised mitigation objectives.

- 1 Potential Impact of No Action
- 2 Liability Potential

*To be developed*

*To be developed*

### **SECTION 3: CAPABILITY ASSESSMENT**

This section identifies and assesses existing hazard mitigation systems and efforts in the County. The purpose of this assessment is to evaluate the effectiveness of existing systems aimed at reducing the jurisdiction's vulnerability to hazards and identifies codes and other requirements that may inadvertently increase hazard vulnerability. This assessment provides a mechanism for citing and taking credit for those systems that achieve mitigation even if they were not explicitly designed with hazard mitigation in mind.

#### **3.1 Legal Framework**

Government has general police powers that can be exercised to protect the public safety. California legislation requires that local government address flood hazards in its planning documents. Specifically, Government Code Section 65302 states that local general plans must identify areas subject to flooding, specify risks associated with flooding, and consider flood control measures. In addition, the California Environmental Quality Act (CEQA) requires that hazards such as floods be considered in determining the environmental impact of proposed development

to address seven mandated subjects: land use, circulation, housing, open space, conservation, safety, and noise. Plans may contain other subjects if the community so chooses.

Federal - National Environmental Policy Act (NEPA), Endangered Species Act (ESA), Clean Water Act (CWA), Clean Air Act (CCA), National Historic Preservation Act (NHPA), Toxic Substances Control Act (TSCA), Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) require development, recovery, and mitigation programs to be conducted in an environmentally sound manner.

California Environmental Quality Act (CEQA) - When potentially significant environmental effects of a project are identified, the preparation of an Environmental Impact Report is required by this legislation to analyze those impacts in depth and identify mitigation measures which can be incorporated into the project to minimize or avoid impacts and to evaluate alternatives to the project that might eliminate the adverse effects.

Standardized Emergency Management System; California Government Code, Title 2, Chapter 7, Article 9.5, Section 8607 - Requires public local and state governments to use a standard system for responding to disasters in order to receive selected state recovery funds.

### 3.1.2 Executive Orders

Development Code - Local ordinances of San Joaquin County that include mitigation measures for 100-year flood events.

Development Title - Contains the land use regulation for the County. Encompasses the zoning regulations, subdivision regulations, and the various procedures for reviewing and processing development applications.

Delta Boating Speed Limits - County Ordinance 4-4022 authorizes the Board of Supervisors to set boating speed limits or special use areas. This reduces a threat to lives and property by reducing adverse impacts on levee structures.

*To be developed*

### 3.1.6 Existing Mitigation Plans, Programs, and Structures

Under the authorities cited above, San Joaquin County has developed a series of policies and procedures that address flood and storm water hazards. The San Joaquin County General Plan contains policies and implementation measures to direct decision-making regarding flooding and storm water drainage issues. Copies of pertinent maps and charts from Volumes I and III of the General Plan are included in the Hazard Identification Section. The 100-year flood map and some of the other documents need to be updated to reflect current areas subject to flooding.

The General Plan provides the County with the policy basis for the adoption of development regulations including zoning and subdivision requirements. These regulations are contained in the Title 9 of the San Joaquin County Ordinance Code. Chapter 9-1605, Attachment B, of that code addresses flood hazards including limitations on development in flood hazard areas.

The zoning and subdivision portions of the Development Title identify development projects that require discretionary approval and can therefore have conditions attached aimed at mitigating flooding impacts. The techniques used to minimize exposure to flooding include levee improvement, creation of adequate drainage facilities, rising of structures, and flood proofing of structures. Inspection of such development projects occurs before occupancy to ensure that conditions are met.

Each new development project requiring discretionary approval must undergo an environmental assessment as required by local and State regulations. Prior to approval of a project with significant environmental impacts, the County must adopt a Mitigation Monitoring Program, which indicates the measures to be taken, the responsible parties, and a timeframe for the mitigation of identified impacts.

### 3.1.7 Local Government

Emergency Operations Plan - An overall plan to guide the county emergency service agencies in the four phases of planning, preparedness, response, and

### 3.1.8 State Government

The Department of Housing and Community Development has the authority of oversee mobile home park licensing. The County will coordinate mobile home evacuation plan ingredients with this state department.

### 3.1.9 Federal Government

- Flood Hazard Mitigation Report to the Feb. 9, 1983 Declaration (FEMA-677-DR)
- Hazard Mitigation Report, January 10, 1995 (FEMA-1044-DR-CA)
- The Sacramento-San Joaquin Delta Flood Hazard Mitigation

## **SECTION 4: PROPOSED MITIGATION ACTIVITIES**

### 4.1 Mitigation Opportunities

#### 4.1.1 Areas of Special Opportunity

##### **Community Development Department**

Improve Storm/Flood Local Hazard Mitigation Plan - Current version was developed around issues identified in the 1983 (DR677) and the 1986 (DR 758) flood disasters. This document should be revised and improved to identify recommended changes to the County General Plan and to incorporate additional mitigation projects that County departments have identified since 1986.

Elevation of Threatened Structures - Identify structures that have sustained damages from floods not protected by 100-year levee systems. Maintain a listing of interested structure owners to encourage use of programs to assist in reducing their threat level.

Separate listings from areas in prior inundated areas from non-inundated areas. Include essential information needed from past Hazard Mitigation Grant

## **Office of Emergency Services**

Mitigation of Hazardous Materials Spills - Spills of stored flammable and toxic materials pose a threat during earthquakes and floods. HMGP funds will be directed towards inspection of damaged storage containers, development of mitigation plans for major storage facilities, removal and disposal of hazardous debris, protection of workers during hazardous debris removal, and modification of existing safety standards for hazardous materials storage and structures.

“Hardening” of Communications Systems - Effective management of an emergency response and recovery depends on the quality, quantity, and compatibility of communications available to response groups. A major problem during any disaster is the inability of public agencies from different jurisdictions to coordinate effectively due to their inability to communicate with one another. HMGP funds will target activities to strengthen inter-agency coordination and communication, which could be facilitated by additional or replacement equipment, training, and networking.

Emergency Public Information - HMGP funds will be used to improve local government's ability to work closely with the media to provide a more balanced picture of the disaster, provide information to the public, and direct the public to take necessary actions for their own safety. Activities could include;

- Developing methods of getting information to special populations (hearing impaired, non-English speaking, etc.);
- Developing computerized systems to send/receive EAS, SIGALERT, EDIS messages between agencies and media;
- Coordinating with print and broadcast agencies through the San Joaquin Operational Area Information Officers Team;
- Training of information officers in countywide agencies.

Alternate or Mobile Emergency Operating Systems - The San Joaquin Operational Area Multi-Agency Coordination Center is used by 110 special districts, seven cities, all County departments, and numerous state and federal agencies. In the development of this MACS system, alternate sites were identified. HMGP, funds will be used to develop

Low Water Crossing - Design and install low water crossings for identified locations. Project may include removal of current bridge structures. Suitable locations identified to date are Johnson Road at Acampo Road and the Blewett and Bird Roads stream system. This last named system would require a full channel rework between the two road points because of the additional flow velocity created by the new structures.

Seismic Retrofitting for Bridges - Identify bridge structures in the 100-year flood zone that are susceptible to seismic and heavy floodwater flow impacts. Structures would be improved to withstand severe debris forces and similar seismic forces.

#### **Public Works, Utilities Division**

Permanent Alternate Water Supply Power - Retrofit all current locations with alternate power sources. County fits all newly developed water systems with an alternate power supply. However, many older developed areas do not have this capability.

Rancho San Joaquin Pump Replacement - The current storm drain pump in the Rancho San Joaquin Maintenance District is no longer of an adequate size for the number of homes now being serviced. Project would replace current pump with one capable of handling current homes as well as the projected growth for the near future.

#### **Community Development Department**

Structure Elevation above 100-year flood level - Contact structure owners on current database and other interested owners to obtain interest in applying for mitigation grants.

Post-Disaster Recovery and Reconstruction Ordinances - Develop a series of County ordinances to improve handling of repair and reconstruction problems during recovery operations. These issues arise after each disaster and are typically dealt with during the emergency phase through emergency ordinances. The development of these ordinances, and the policies that they reflect, will allow full discussion and input from all interested parties prior to a disaster.

These ordinances will have standards and "triggers" established for implementing each of them. The ordinances will cover the following;

Placard Adoption Ordinance - Development and approval of ATC-20 placards that clearly identify the condition of buildings to owners and occupants. Includes



Re-roof the Building at 1950 Sikorsky Street - In 1995, high winds tore large pieces of roof material loose. Approximate cost to re-roof the 21,000 sq. ft. roof is \$46,000.

Re-grade and Pave Access Roads From Departure End of Runway 29R - Grade and pave road to the radar site, the National Weather Service instrument site, and to the Instrument Landing System transmitter site. Road is currently hard packed with light gravel surface which storm waters render impassable for days at a time thereby necessitating gravel replacement when waters recede. Total roadbed is 1.85 miles long by 14-foot width. Approximate cost of project is \$103,000.

Excavate And Line 1850ft Of Storm Drainage Ditch - Project ditch extends from edge of operations ramp under the Ruggles Frontage road and then parallel to Airport Way ending at Arch Airport Road. During heavy runoff the ditch nears overflow and creates erosion areas, which in some places extend to the shoulder of the northbound lanes of Airport Way. Approximate project cost is \$26,000.

Terminal Building Alternative Power Source - This area of the airport suffers several storm related power outages a year, which range from at least an hour to much longer time periods. The terminal has a few battery operated emergency lights, which would provide for a dimly lighted general public evacuation, but certainly not allowing for a safe environment in which to remain. Approximate cost to purchase and install a 250KVA emergency generator and to update terminal switchgear is \$364,800.

## **Government Buildings**

Seismic Retrofit of Essential Facilities - Retrofit and modify, or relocate, structures that are in the 100-year floodplain and are considered an essential facility. These structures have been identified through a Building Inspector "Essential Facility" survey previously conducted.

### **4.2 Mitigation Strategies and Actions**

#### **4.2.1 Actions Organized by Priority**

a. Elevation of structures below 100-year flood threat level. (Community Development Department).

#### Agricultural Areas

#### On-site drainage.

- b. Public storm-water drainage systems shall be provided by either existing public agencies or new districts.
- c. In antiquated subdivisions a public drainage system shall be required for issuance of building permits for new residences on parcels less than two acres.
- d. Use of natural or non-structural storm-water drainage systems shall be encouraged to preserve and enhance the natural features of a site.
- e. Recreational and visual opportunities shall be considered in the design of storm-water ponds.
- f. Storm-water, if of safe quality, shall be considered for use in replenishment of the area's groundwater basin.
- g. Storm-water drainage from natural streams, flash floods, prolonged thunderstorms, and storm series causing standing high water, sheet flow, and flooding in *existing developments* shall be identified for future mitigation activities.

#### Seismic and Geologic Hazards

- a. The risk to human safety and property from seismic and geologic hazards shall be considered in determining the location and intensity of development and the conditions under which it may occur.
- b. Facilities necessary for emergency services, major utility lines and facilities, manufacturing plants using or storing hazardous materials, high occupancy structures (such as multifamily residences and large public assembly facilities), and facilities housing dependent populations (such as prisons, schools, and convalescent centers) shall not be located within one-eighth of a mile of any fault.
- c. Facilities necessary for emergency services should be capable of withstanding a maximum credible earthquake and remain operational to provide emergency response.
- d. Regional and local efforts to curb subsidence of the Delta should be promoted.

#### Flood Hazards - Floodplain Development

Within designated flood-ways, no new structures are permitted except such things as bridges, railroads, pipelines, accessory structures, launching ramps and structures associated with marinas (if no alternative location outside the floodway is available). Structures within flood-ways are limited so that

adjacent areas, whenever possible.

f. Dams protecting the County from flooding should be monitored to identify potential problems.

### **Emergency Preparedness**

- a. The County shall be prepared to respond effectively to emergencies.
- b. Emergency response facilities shall be located to avoid hazardous areas, and designed to remain functional following a major natural or man-made disaster.
- c. Following a major disaster, the County shall work to ensure that the population is protected and that recovery operations are initiated.
- d. Individual readiness and self-sufficiency in emergencies shall be promoted.
- e. Adequate primary and alternative access for emergency vehicles shall be provided to all new developments and maintained for existing development.
- f. Paramedic units should be located to meet a maximum response time of ten (10) minutes in urban areas and fifteen (15) minutes in rural areas.

### **Public Information**

- a. Individuals can receive information regarding the flooding potential on a piece of property, the depth of flooding, and the flood insurance rate zones at the County Community Development Department. Also, if adequate information is not available, the County will work with the U.S. Corps of Engineers to try to get additional information.
- b. Emergency preparedness information on supply stocking, non-structural and structural reinforcement, hazard analysis process, and disaster recovery can be obtained through the County Office of Emergency

Services, and the San Joaquin Chapter of the American Red

## **SECTION 5: PLAN IMPLEMENTATION AND MAINTENANCE**

### **5.1 Implementation and Monitoring**

#### **5.1.1 Role of Local Hazard Mitigation Officer**

(Agricultural Commissioner)

Hillside Ordinance. The County shall adopt a hillside development ordinance that addresses construction hazards and the visual impact of development on slopes. (Planning)

### **Flood Hazards**

National Flood Insurance Program. The County shall continue to participate in the National Flood Insurance Program. (Public Works)

Flood Hazard Identification. The County shall maintain flood hazard maps and revise them as new information becomes available. (Public Works)

Levee Improvement. The County shall work to ensure that all communities have 100year flood protection. (Public Works)

Delta Levees. The County shall encourage a joint federal-state levee rehabilitation program intended to identify seismic and flooding hazards and to provide a level of protection consistent with intended development. (Public Works)

Flood Control Structures. The County shall consider the use of natural drainage ways and non-structural flood protection methods and shall minimize alteration of natural drainage-ways as much as possible. (Public Works)

Dam Failure. The County shall maintain current Dam Inundation Maps and a Dam Failure Plan. (Office of Emergency Services).

### **Emergency Preparedness**

Mobile Home Evacuation Plans. The Community Development Department shall review Mobile home and Recreational Vehicle Park plans for compliance. Existing mobile home parks within flood fringe areas do have the option of providing ground

to emergency response, recovery, and mitigation for storm and flood events.

#### REVISION/AMENDMENTS

Document	Current Version	Schedule
Dam Failure Plan	June 1982	4 yrs
Disaster Recovery Manual	November 1994	3 yrs
Emergency Operations Plan	August 1994	3 yrs
Flood Evacuation Plan	May 1995	3 yrs
General Plan	July 1992	5-10 yrs, 4 per yr allowed
Multi-Agency Coordinating Procedures	January 1995	2 yrs
Mobile Home Evacuation Plans	'82 through '88	Yearly, placed on hold
Storm/Flood Hazard Mitigation Plan	November 2001	Each year, or after declared event

#### 5.2.2 Effectiveness of Mitigation Strategies and Measures

*To be developed*

San Joaquin County  
IMPLEMENTATION

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November 2001 Hazard Mitigation Plan PLAN



# BUSINESS SERVICES MEMORANDUM

**TO:** Dr. James Franco, Superintendent  
**FROM:** Matthew D. Belasco, Director of Food Services  
**DATE:** October 26, 2007  
**SUBJECT:** Authorize the Associate Superintendent for Business Services to Enter Into an Agreement with E-Payment Educational Financial Services for Check Return Services

**BACKGROUND:** Returned checks have a negative impact on the Food Service program. The number and value of returned checks has increased in past years as displayed in the following table:

School Year	Number of returned checks	Value of returned checks
2001 – 2002	46	\$910.65
2002 – 2003	133	\$2870.37
2003 – 2004	193	\$4229.83
2004 – 2005	173	\$3649.97
2005 – 2006	179	\$4838.65
2006 - 2007	183	\$4445.25
2007 – 2008 (thus far)	69	\$1873.00

Currently, the Food Service Department recovers approximately 50% of the value of returned checks. A review of past returned checks has often shown a pattern of the same name, multiple times. Food Service staff spends approximately two hours per week processing returned checks. Returned checks also have a negative impact on students, who are provided with a meal alternative until the check issue is resolved.

**RATIONALE:** For more than four years, E Payment, Educational Financial Services has provided an electronic check recovery program, free of charge to the district. The company collects, and returns to the school district, the value of all returned checks E-payments makes its profits by keeping a portion of the state mandated charge for returned checks of \$25.00. The program could begin with three simple steps.

1. The district enrolls in the program. Parents and students are notified that the district is participating in the program (E-payments will assist the district with this)
2. District's bank sends all returned checks directly to E-payments once returned items' have been debited from districts account
3. E-payments immediately notifies school personnel and check writers that the checks were returned unpaid, debited from the districts account and are being processed
4. E-payments reimburses district 100% of all returned checks the following month. No restrictions, no contracts and no cost.

The Food Service Department will be credited back for the full amount of any returned checks, without limits. Other non Food Service organizations and departments can also participate in the program, but are guaranteed a reimbursement rate of \$200.00 per check.

**FUNDING:** There are no fees to the District for the service provided. There is a State regulated \$25.00 charge to the individual that initiated the check. There is no contract or commitment to the company either.

**RECOMMENDATION:** Approve Agreement with E Payment Educational Financial Services, to Provide a System for Recouping the Costs of Returned Checks to the Food Services Department.

**Prepared by:** Matthew Belasco, Director of Food Services.

## ePayments Educational Financial Services Public School Electronic Processing Agreement

1. District authorizes ePayments Educational Financial Services (hereafter referred to as "PROCESSOR") to act as its processor to re-present, in accordance with the RCK rules of National Automated Clearing House Association (NACHA), all returned check items forwarded to Processor by District and/or its affiliates. District understands that Processor is acting as a 3<sup>rd</sup> party processor of ACH transactions and not in the capacity of a collection agency. Processor agrees to perform all services hereunder in a professional manner, and agrees to keep all information about District and check writers confidential.
2. In addition to re-presentation of returned checks, District authorizes Processor to originate separate electronic debits for return fees in an amount posted by the District and authorized by the check writer as described in the District's check writing policy. Returned item fees must not exceed the maximum amount allowed by state law(s). Processor agrees to indemnify and hold District, its officers, and employees harmless from and against any and all claims, causes of action, losses, liabilities and attorney's fees arising out of Processor's recovery efforts or attempts to recover returned item fees from the check writer or his/her account.
3. District agrees to display check policy notices as reasonably required by NACHA/Processor at points where checks are accepted in conjunction with additional/other reasonable check writer notification regarding service.
4. District agrees to complete and forward a Return Item Release Authorization to the bank(s) utilized by District instructing the bank to forward all returned items to Processor after first presentation.
5. Processor will notify District of new returned items immediately and will deposit collected items into the District's account(s) via ACH credit on the next payment date after successful electronic re-presentation of the item unless District is participating in the Automatic Check Replacement Program in which 100% of all School Nutrition checks and 100% of all "non" School Nutrition NSF checks (up to \$200) will automatically be credited to the district on or around the 15<sup>th</sup> of each month via ACH credit or paper check.
6. District understands that Processor is debiting items on District's behalf and that Processor will charge to the check writer, a transaction fee on each successfully processed item that is equal to the maximum returned check fee allowed by the State. Processor does not guarantee successful electronic representation or payment of any return item presented to Processor unless District is participating in the Automatic Check Replacement Program.
7. Any dispute between District and check writer relating to a check transaction shall be settled between District and check writer. Unless due to Processor's negligence or willful misconduct, District agrees to indemnify and hold Processor harmless from any claim, liability, loss or expenditure resulting from District's actions, including but not limited to posting check writer notices as required by NACHA and this Agreement.
8. Where applicable, all transactions covered by this Agreement are governed by NACHA's Operating Rules, "Regulation E" established by the Federal Reserve Board, UCC Article 4, The Electronic Funds Transfer Act and other applicable laws and regulations. Otherwise, the laws of the State the District is located in shall govern this Agreement.
9. If either party fails to comply with any term of this Agreement or any applicable laws or regulations cited in this Agreement, after fifteen (15) days written notice and opportunity to cure, the non-defaulting party may terminate this Agreement by giving notice to the defaulting party. If this Agreement is terminated for any reason, Processor will continue to process any and all returned check items currently in the electronic re-presentation process.

Date \_\_\_\_\_

District Name \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Superintendent/Director \_\_\_\_\_

Authorized Signature \_\_\_\_\_

Processor: ePayments Educational Financial Services  
Address: 4600 S. Ulster Street, 7<sup>th</sup> Floor  
Denver, CO 80237-2882  
Phone: 251-259-5082  
Facsimile: 251-650-1790



# No Exception Guarantee (NEG) with Automatic Check Reimbursement

*for public school nutrition programs*

Nearly all public school nutrition programs contend with lost time and revenue due to bad checks. Federal regulations mandate that public school nutrition programs cannot write off bad checks as "bad debt", creating yet another hurdle in the already daunting task of providing reasonably priced quality meals for students in public schools. Time spent chasing down bad check writers only takes away from time needed to effectively manage your school nutrition program.

**ePayments Educational Financial Services' Automatic Check Reimbursement Program** is more than a win-win for your school nutrition program and parents alike – it's a necessity in today's fast paced budget-driven public sector. The Automatic Check Reimbursement Program ensures your time will never again be spent chasing bad checks, sending letters to parents or pulling dollars from another budget to cover checks that you were unable to recover yourself. The program is also completely modifiable to fit current processes and meet your needs.

## Here's How the 4-Step Automatic Check Reimbursement Program Works:

1. District enrolls in the program. Parents and students are notified that district is participating in program (*ePayments will assist School District with this*)
2. District's bank sends all returned checks directly to ePayments once returned items have been debited from school or district's account.
3. ePayments immediately notifies school personnel and check writers that checks were returned unpaid, debited from school's account and are being processed.
4. ePayments reimburses district 100% of all returned checks the following month. **NO restrictions, NO contracts and NO COST – Ever!**

*This Program Is Being Utilized By School Districts Of All Sizes Throughout The United States And There Is No Cost To The District To Participate!*

4600 S. Ulster, 7th Floor • Denver, CO 80237 • 877.967.3463



## Benefits

### Exceptionally Fast

Electronic transactions are given priority over paper checks, and are therefore more likely to be cleared. You will start to see cash flow improve immediately. We can even handle your old bounced checks.

### Cost Savings

There is never any equipment to buy or lease. Save on return check fees to your bank account. You receive 100% of the face value of the check.

### HyperCustomer Service

ePayments delivers a new standard with its dedicated three member HyperCustomer Service Team who will establish a personal relationship with you. Each Team Member has made a commitment to respond quickly and communicate with you on a monthly basis, if not more often — unheard of in the payments industry.

### Complete Compliance

ePayments is THE electronic payments company that helps customers remain fully compliant with Sarbanes-Oxley regulatory and NACHA requirements.



## ATTENTION PARENTS

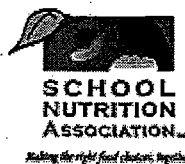
### *New Check Writing Policy Effective Immediately*

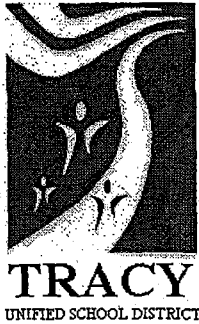
As a result of the continued increase in the number of bad checks we receive, (Your District Name) now utilizes **ePayments – Educational Financial Services** to assist in the recovery of all returned checks. Please include the following information on every check presented to (Your District Name):

**FULL NAME**  
**CURRENT STREET ADDRESS**  
**HOME PHONE NUMBER**

Should your bank return your check unpaid, the school's bank will automatically forward the returned item to **ePayments** for electronic re-presentment. Please note, these checks are not returned to the school. Once these checks are debited from our account as an unpaid item we cannot accept payment for them. **ePayments** will be responsible for recovering the face value of the check plus a (State Name) state authorized collection fee of (Fee Amount). The face value of the check will be debited from your account electronically. A separate transaction for the fee will be sent electronically once the face value has cleared. If your check was unpaid by your bank due to a bank error, please provide documentation of that error, from your bank, within 30 days of the receipt of notification. At that time any due credit will be issued promptly.

Should your unpaid check not clear electronically, alternate methods of payment will be accepted by **ePayments**. You can mail a cashier's check or money order, pay online with a major credit card or, pay by PayPal, or pay by MoneyGram at any Wal-Mart customer service desk. School officials can provide this information at your request. In addition, a toll free number will be available for you to call should you have any questions or need assistance.





# BUSINESS SERVICES MEMORANDUM

**To:** James Franco, Superintendent  
**From:** C. Goodall, Assistant Superintendent for Business  
**Date:** May 11, 2007  
**SUBJECT:** Adopt Board Policy 5116 School Attendance Boundaries (Second Reading, Intent to Adopt)

**BACKGROUND:** In March of 2006 an audit was conducted of Board policies and administrative regulations. The audit identified the status of specific policies and regulations, and detailed requirements to bring these documents into compliance with guidelines with the California School Boards Association (CSBA). Recommended changes ranged from adding required policies, to making minor changes, to adopting language already in place, but for which no adoption date is identifiable.

**RATIONALE:** BP 3511 includes language which was approved earlier but is modified to comply with CSBA recommendations. Additions are highlighted in bold lettering. Deletions are marked with a strikethrough.

**FUNDING:** Not Applicable.

**RECOMMENDATION:** Adopt Board Policy 5116 School Attendance Boundaries (Second Reading, Intent to Adopt)

## **SCHOOL ATTENDANCE BOUNDARIES**

The Governing Board shall establish school district boundaries in order to maximize the efficient use of district facilities and effective administration of district schools. The Superintendent or designee shall periodically regularly review school attendance boundaries, taking into account school capacities and enrollment data, geographic features, student safety and transportation, racial and ethnic balance, educational programs such as magnet schools, and community input, and, as necessary, make recommendations to the Board for boundary adjustments.

When reviewing school attendance boundaries, the Superintendent or designee shall consider the following factors:

1. School enrollment data, including declining enrollment patterns
2. Facility capacity and design, including potential commercial and residential developments
3. School feeder patterns, including maintaining, the extent practicable, continuity of student attendance
4. Federal, state, or court mandates
5. Community input
6. Student safety
7. Transportation capacity
8. Community and neighborhood identity
9. Geographic features of the district, including traffic patterns
10. Educational programs, such as magnet schools and charter schools
11. Consistency between municipal boundaries and high school boundaries
12. Demographic balance

Students shall typically attend the school within the attendance area in which they legally reside. Reasonable requests to transfer from one attendance area to another will be given consideration on an individual basis in accordance with the criteria contained in the District's inter/intradistrict policy and administrative regulation.

Requests for attendance outside of the home attendance area shall be submitted in writing to the Director of Student Services.

Transportation will be provided for students attending on an intradistrict attendance agreement when the District administration initiates the transfer. However, when the parents initiate the request, they will be expected to provide their own transportation. This does not apply to students placements K-5 for programmatic reasons; e.g., GATE/High Achievers, and LEP Bilingual, Magnet Programs, and Special Education.

The District will assure a classroom space for all students; however, the District may move students to other schools due to overcrowding and to balance class sizes for ethnicity purposes.

**Legal Reference:****EDUCATION CODE:**

35160 Authority of governing boards  
35160.1 Broad authority of school districts  
35160.5 District policies; rules and regulations  
35291 Rules  
35350 Transportation of students  
35351 Assignment of students to schools  
~~29 Ops. Atty. Gen. 63~~

**GOVERNMENT CODE**

53311-53317.5 Establishment of community facilities district  
~~53312.7 Establishment of community facilities district; goals and policies~~

**CALIFORNIA CONSTITUTION**

**Article I, Section 31 Discrimination based on race, sex, color ethnicity**

**COURT DECISIONS**

**Crawford v. Huntington Beach Union High School District (2002) 98 Cal. App. 4<sup>th</sup> 1275**  
Crawford v. Board of Education (1976) 17 Cal. 3d 280  
Jackson v. Pasadena City School District (1963) 59 Cal. 2<sup>nd</sup> 876, 8769

**Management Resources:****WEB SITES**

**California Department of Education: <http://www/cde.ca.gov>**

TUSD Adopted: 6/9/98

Revised: 3/12/02



# BUSINESS SERVICES MEMORANDUM

**To:** James Franco, Superintendent  
**From:** C. Goodall, Assistant Superintendent for Business  
**Date:** May 11, 2007  
**SUBJECT:** Adopt Board Policy 7310 Naming of Schools, Individual Buildings, or Facilities  
(First Reading)

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

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

**FUNDING:** Not Applicable.

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

## NAMING OF SCHOOLS, INDIVIDUAL BUILDINGS, OR FACILITIES

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

### Criteria for Naming Schools

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

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

### Renaming of Schools

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

### Timing of Names

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

### Criteria for Naming Individual Buildings or Facilities

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

## **NAMING OF SCHOOLS, INDIVIDUAL BUILDINGS, OR FACILITIES**

### **Renaming of Individual Buildings or Facilities**

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

### **Timing of Naming Individual Buildings or Facilities**

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

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

### **Legal Reference:**

#### **EDUCATION CODE**

**35160**

**Programs, activities of governing board**

**Adopted: 9/8/98**



## NAMING OF SCHOOLS

A. Purpose and Scope

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

B. General

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

C. Forms Used and Additional References

N/A

D. Procedure1. Screening Committee

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

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

2. Notification of Name Submission

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

Such notification shall state the following:

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

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

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

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

**5. Approval of Names**

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

**E. Reports Required**

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

**F. Record Retention**

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

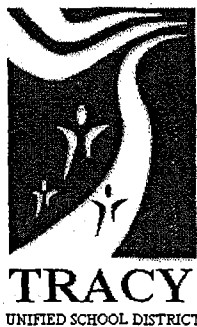
**G. Responsible Administrative Unit**

Business Services

**H. Approved By**

Assistant Superintendent for Business Services

**TUSD Revised:**



# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. James Franco, Superintendent  
**FROM:** ~~Dr. James Franco~~ Dr. Sheila Harrison, Assistant Superintendent of Educational Services  
**DATE:** October 31, 2007  
**SUBJECT:** Approve 2007-08 Alternative Schools Accountability Model for George and Evelyn Stein Continuation High School

**BACKGROUND:** Under the Public Schools Accountability Act, alternative schools that serve high-risk students are eligible to participate in the Alternative Schools Accountability Model (ASAM). Duncan Russell, Willow School, Excel and Success already participate in the ASAM program. As a new school, George and Evelyn Stein Continuation High School must register to participate in ASAM and the local governing board must approve the three indicators selected by the school.

**RATIONALE:** The Stein Continuation High School staff has selected to use the same indicators that were used by Duncan Russell in past years. These indicators are Attendance, Reading Achievement and Graduation Rate. These indicators have been selected as the best measures of success. Student attendance is critical to achievement. Reading Achievement is essential for students to succeed in high school and beyond. High School graduation is the ultimate goal at Stein, thus the graduation criteria is appropriate. This Agenda Item supports Strategic Goal #1: Raise the achievement of all students and Strategic Goal #2: Provide variety of learning opportunities.

**FUNDING:** N/A

**RECOMMENDATION:** Approve 2007-08 Alternative Schools Accountability Model for George and Evelyn Stein Continuation High School.

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

## ALTERNATIVE SCHOOLS ACCOUNTABILITY MODEL APPLICATION FORM

### INSTRUCTIONS

1. Review the ASAM Indicator Reporting Guide located at [www.cde.ca.gov/ta/ac/am/partasamschls.asp](http://www.cde.ca.gov/ta/ac/am/partasamschls.asp).
2. Select and identify three ASAM indicators on the ASAM Indicator Selection Form **and** in the boxes below. Any combination of indicators selected in compliance with the restrictions and advisory population conditions described on the ASAM Indicator Selection Form is permitted. Groupings are provided for information only; selection from any particular group(s) or combination of groups is not required.
3. Complete all fields on this Application Form.
4. Obtain approval for ASAM participation and selected indicators from the local district governing board as an agenda item.
5. Obtain signatures of the principal, superintendent, **and** president or designee of the local district governing board.
6. Mail the completed Application Form and ASAM Indicator Selection Form to the following address by **October 31, 2007**:

**Educational Options Office  
California Department of Education  
1430 N Street, Suite 4503  
Sacramento, CA 95814-5901**

7. Questions? Contact the ASAM Call Center (toll-free) at (866) 665-3627 or by e-mail at [asam@wested.org](mailto:asam@wested.org).

SCHOOL CONTACT INFORMATION			
School Name <b>George and Evelyn Stein Continuation</b>	District Name <b>Tracy Joint Unified</b>	County-District-School (CDS) Code <b>39-75499-0114140</b>	
School Telephone Number <b>(209) 830-3395</b>	School Fax Number <b>(209) 830-3396</b>	School E-mail Address <b>cjohannes@tusd.net</b>	
DESIGNATED ASAM CONTACT PERSON			
ASAM Contact Person Name <b>Cynthia Johannes</b>	Telephone Number <b>(209) 830-3395</b>	E-mail Address <b>cjohannes@tusd.net</b>	
TYPE OF SCHOOL BY CODIFIED DEFINITION (Check one)			
<input checked="" type="checkbox"/> Continuation (Education Code [EC] sections 48400 et. seq) <input type="checkbox"/> District Community Day (EC 48660-48926) <input type="checkbox"/> County Community Day (EC 48660-48926) <input type="checkbox"/> Opportunity (EC 48640 and 48641) <input type="checkbox"/> County Community (EC 1980-1986) <input type="checkbox"/> Juvenile Court (EC 48645-48645.6) <input type="checkbox"/> Division of Juvenile Justice (DJJ) (Welfare and Institutions Code sections 1120-1125.5)			
GRADE RANGE SERVED (Check ALL that apply)			
		<input type="checkbox"/> K-6	<input type="checkbox"/> 6-8
		<input checked="" type="checkbox"/> 9-12	
SPECIFY THE THREE SELECTED INDICATORS			
		6 - Attendance	9 - Reading
		14 - Graduation	
SPECIFY THE FIRST AND LAST DAY OF THE FIRST SCHOOL YEAR OF ASAM PARTICIPATION			
		First Day (mm/dd/yyyy) <b>8/13/2007</b>	Last Day (mm/dd/yyyy) <b>5/30/2008</b>
Printed Name of Principal <b>Cynthia Johannes</b>	Signature of Principal <i>Cynthia Johannes</i>		Date <b>10/31/07</b>
Printed Name of Superintendent <b>Dr. James Franco</b>	Signature of Superintendent <i>James Franco</i>		Date <b>11/5/07</b>
Printed Name of Board President <b>Greg Crandall</b>	Signature of Board President		Date Passed by Board <b>Nov. 13, 2007</b>
CDE Use Only		Date Approved	Date Denied

ALTERNATIVE SCHOOLS ACCOUNTABILITY MODEL INDICATOR SELECTION FORM			
INDICATOR NUMBER AND TITLE	MEASURE	INDICATOR SELECTION RESTRICTIONS	DATA REPORTING CONDITIONS
<b>GROUP I: READINESS INDICATORS</b>			
<input type="checkbox"/> 1. Improved Student Behavior	Behavior and pre-learning readiness	May not be selected by juvenile court or Division of Juvenile Justice (DJJ) schools.	At least 65% of students must receive in-class instruction.
<input type="checkbox"/> 2. Suspension		Only one of Indicators 1 or 2 may be selected.	
<input type="checkbox"/> 3. Student Punctuality	On-time attendance and student engagement	May not be selected by juvenile court or DJJ schools.	At least 65% of students must receive in-class instruction.
<input type="checkbox"/> 4. Sustained Daily Attendance	Holding power and student persistence	Only one of Indicators 3, 4, or 6 may be selected.	
<input type="checkbox"/> 5. Student Persistence	Holding power and student persistence	May not be selected by juvenile court or DJJ schools.	
<b>GROUP II: CONTEXTUAL INDICATORS</b>			
<input checked="" type="checkbox"/> 6. Attendance	Attendance and persistence	May not be selected by juvenile court or DJJ schools. Only one of Indicators 3, 4, or 6 may be selected.	At least 65% of students must receive in-class instruction.
7. California English Language Development Test – NO LONGER USED IN ASAM			
<b>GROUP III: ACADEMIC AND COMPLETION INDICATORS</b>			
<input type="checkbox"/> 8. Writing Achievement	Academic achievement	Pre-post assessment instrument must be selected from those approved for ASAM (see <a href="http://asam.wested.org/asami/resources/asam_measures.pdf">http://asam.wested.org/asami/resources/asam_measures.pdf</a> ).	The number of valid test results must be at least 25% of total long-term enrollment.
<input checked="" type="checkbox"/> 9. Reading Achievement			
<input type="checkbox"/> 10. Math Achievement			
<i>Indicators 11/12/13 serve as one indicator to collect promotion and completion data across grade spans. Selection of one of these indicators now will, during data reporting, result in the automatic selection of complementary indicators when 11 or more long-term students are enrolled in another grade span.</i>			
<input type="checkbox"/> 11. Promotion to Next Grade	Grade completion and academic progress	Schools serving grades K-6 (elementary school).	Long-term enrollment is 100 or more or students in the grade range represent 25% or more of the total long-term enrollment AND are not fewer than 11 students.
<input type="checkbox"/> 12A/B. Course Completion	Course completion and performance	Schools serving grades 6-8 (middle school) may select one method, either 12A/B or 12C.	
<input type="checkbox"/> 12C. Average Course Completion			
<input type="checkbox"/> 13A. Credit Completion	Credit completion and academic progress	Schools serving grades 9-12 (high school) may select one method, either 13A or 13B.	
<input type="checkbox"/> 13B. Average Credit Completion			
<input checked="" type="checkbox"/> 14. High School Graduation	Credit and program completion	Schools serving grades 9-12 (high school).	No fewer than 11 students representing 15% of the school's total long-term high school enrollment eligible for graduation.
<input type="checkbox"/> 15A. General Educational Development (GED) Completion	Program completion	Schools serving grades 9-12 (high school) may select one method, either 15A, 15B, or 15C.	No fewer than 11 eligible students representing a minimum of 15% of the school's total long-term high school enrollment taking the indicated exam.
<input type="checkbox"/> 15B. California High School Proficiency Examination			
<input type="checkbox"/> 15C. GED Section Completion			