

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

NOTICE
REGULAR MEETING OF THE GOVERNING BOARD
TRACY UNIFIED SCHOOL DISTRICT

DATE: TUESDAY, JANUARY 22, 2008

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

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

A G E N D A

1. Call to Order

2. Roll Call – Establish Quorum

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

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

3.1 Educational Services:

3.1.1 Findings of Facts: #FF07-08/ 48, 53, 55, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70

3.1.2 Application for Reinstatement: #AR07-08/9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29

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

3.1.3 Application for Enrollment: #AE07/08/2, 3

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

3.1.4 Waiver of Expulsion: #WE07-08/ 4, 5, 6

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

3.1.5 Early Graduation: THS #10215891

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

3.2 Human Resources:

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

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

3.2.2 Conference with Labor Negotiator

Agency Negotiator: Jamie Mousalimas,

Assistant Superintendent of Human Resources

Employee Organization: CSEA, TEA

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

6a Action on Findings of Fact # FF07-08/48, 53, 55, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70

Action: Motion___; Second___ **Vote:** Yes ___; No ___; Absent___; Abstain___

6b Report Out of Action Taken on Application for Reinstatement: #AR07-08/9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29

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

6c Report Out of Action Taken on Application for Enrollment: #AE07-08/2, 3

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

6d Report Out of Action Taken on Waiver of Expulsion: #WE07-08/ 4, 5, 6

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

6e Report Out of Action Taken on Early Graduation: THS #10215891

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

7. **Approve Regular Minutes of December 11, 2007.**

1-5

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

8. **Student Representative Reports:** Tracy High: Alaina Bassett; West High: Naficeh Dastgheyb, Stein: Victoria Bandi; George Kelly: Miranda Gannon, Jalen Ransome, Courtney Sherak, Peyton Davis, Kevin Riley; North School: Marcela Ocegüera, Michael Clemens.

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

9.1 Recognize Retiree

9.2 Recognize and Congratulate Tracy High School Student Caitlin Dong, Tracy High School Student Hector Sanchez and South/West Park Student Rommel Bermejo for Capturing Top Honors at the San Joaquin County Spelling Bee.

9.3 North School Site Update on Achievements & Activities

9.4 Williams Middle School Site Update on Achievements & Activities

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

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

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

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

Pg. No.

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

11.1 Administrative & Business Services:

- | | | |
|--------|---|-------|
| 11.1.1 | Receive District Annual Report for Labor Compliance Program Fiscal Year 2006-2007 | 6-11 |
| 11.1.2 | Receive Report on 2008-2009 Governor's Budget Proposal | 12 |
| 11.1.3 | Receive Report on Grounds Work | 13-26 |

11.2 Educational Services:

- | | | |
|--------|---|-------|
| 11.2.1 | Receive Report on SARB 2006-2007 End of the Year Report | 27-30 |
| 11.2.2 | Receive Report on District Discipline Review Board Year-End report. | 31-35 |

- 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 | 36-37 |
| 13.1.2 | Ratify Measure E Related Expenditures and Notice of Completions Which Meet Criteria for Board Review and Approval | 38-39 |
| 13.1.3 | Approve Revolving Cash Fund Reports for December, 2007 | 40-43 |
| 13.1.4 | Approve Monthly Budget Adjustment Report for December, 2007 | 44-48 |
| 13.1.5 | Approve Accounts Payable Warrants Reports for December, 2007(Separate Cover) | 49 |
| 13.1.6 | Approve Payroll Reports, June – December, 2007(Separate Cover) | 50 |
| 13.1.7 | Accept Donations | 51-52 |
| 13.1.8 | Approve Assembly Vendors and Site Assembly Utilization Calendars | 53-55 |
| 13.1.9 | Adopt Resolution No. 07-13 to Excuse Meeting Absence of Board Member | 56-57 |
| 13.1.10 | Approve Career Technical Education Grant Applications to the California Department of Education for Career Technical Educational Facilities Grants as Authorized Under Assembly Bill 127 | 58 |
| 13.1.11 | Approve Special Services Contract With "Empowering Parents" to Present at the College Fair on March 15, 2008, at West High School | 59-62 |

13.2 Educational Services:

- | | | |
|--------|---|-------|
| 13.2.1 | Ratify Master Contract with Excelsior Youth Centers, Inc. | 63-83 |
| 13.2.2 | Ratify Contract with Carol Lehman, SLP | 84-86 |
| 13.2.3 | Ratify Contract with UC Regents MIND Institute | 87-89 |

		Pg. No.
13.2.4	Ratify Contract with Theresa Fagundes – Speech, Language and Communication Center	90-92
13.2.5	Ratify Contract with United Cerebral Palsy	93-95
13.2.6	Approve Overnight Travel for THS Cheer Team and Coaches to Participate in the USA Spirit Nationals in Southern California on March 6-10, 2008	96
13.2.7	Approve Agreement for Special Contract Service with Dr. Edward Harris as Guest Director for the 2008 Tracy Unified School District Honor Band for a Total of Three Rehearsals and One Performance	97-102
13.2.8	Approve Overnight Travel to Attend the National Council of Teachers of Mathematics (NCTM) in Salt Lake City, Utah as follows: David Daily and Julie Abate from April 8 through April 13, 2008	103
13.3	Human Resources:	
13.3.1	Approve Classified, Certificated and/or Management Employment	104-107
13.3.2	Accept Resignations/Retirements/Leaves of Absence for Classified, Certificated, and/or Management Employment	108-109
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	Accept the 2006-07 Independent Annual Financial Audit (Report)(Separate Cover)	110
Action:	Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain__.	
14.1.2	Approve Agreement with Tracy Unified School District and the West Side Irrigation District for Interim Drainage into the West Side Irrigation District's Irrigation Canal	111-115
Action:	Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain__.	
14.1.3	Approve Agreement for Non-Exclusive Non-Potable Water Supply for Tracy Unified School District's John Kimball High School	116-119
Action:	Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain__.	
14.1.4	Approve Amendments to Rainforth Grau Architect Professional Service Agreement for Tracy High School Modernization to Include Technical Education Program Grants	120-132
Action:	Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain__.	
14.2	Educational Services:	
14.2.1	Approve Wide Area Network License Agreement with SUNESYS for High Speed Digital Fiber Wide Area Network Services	133
Action:	Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain__.	
14.2.2	Approve Adoption of K-8 Science Textbooks	134-135
Action:	Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain__.	
14.3	Human Resources:	
14.3.1	Approve Job Description for Mathematics Para Educator I	136-137
Action:	Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain__.	
14.3.2	Authorize Tracy Unified School District to Submit a Waiver Request to Waive Ed Code 80024.1 for Morgan Sowell	138-143
Action:	Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain__.	

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

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

17. Board Meeting Calendar:

- 17.1 February 12, 2008**
- 17.2 February 26, 2008**
- 17.3 March 11, 2008**
- 17.4 April 8, 2008**
- 17.5 April 22, 2008**
- 17.6 May 13, 2008**
- 17.7 May 27, 2008**
- 17.8 June 10, 2008**
- 17.9 June 24, 2008**

18. Upcoming Events:

- | | |
|-------------------------------|--|
| 18.1 January 30, 2008 | No School, Buy Back Day |
| 18.2 February 11, 2008 | No School, Lincoln's Birthday |
| 18.3 February 18, 2008 | No School, Presidents' Day |
| 18.4 March 21-30, 2008 | Spring Break, Traditional |
| 18.5 March 21-24, 2008 | Spring Break, YRE |
| 18.6 May 26, 2008 | No School, Memorial Day |
| 18.7 May 31, 2008 | Graduation: THS 8:30 a.m.; WHS 10:30 a.m. |

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

**Minutes of
Regular Meeting of the Governing Board
For Tracy Unified School District
Held on Tuesday, December 11, 2007**

- 5:30 PM:** President Crandall called the meeting to order and adjourned to closed session.
- Roll Call:** Board: G. Crandall, J. Feller, T. Guzman, K. Lewis, B. Swenson, J. Vaughn
Absent: T. Hawkins
Staff: J. Franco, J. Mousalimas, C. Goodall, B. Etcheverry.
- 7:07 PM:** President Crandall called the Tracy Unified School District Board of Education to order and led those present in the Pledge of Allegiance.
- Closed Session:** 6a Action on Findings of Fact # FF07-08/37, 42, 45, 47, 49, 50, 54, 56
Action: Feller, Lewis. **Vote:** Yes-5; No-0; Absent-1(Hawkins); Abstain-1(Guzman)
6b Report Out of Action on Waiver of Expulsion: #WE07-08/4
Action: Vote: Yes-5; No-0; Absent-2(Hawkins, Guzman)
- Employees Present:** K. Fistolera, M. Barron, J. Cardoza, F. Weinberg, P. Hall, M. B. Willner, C. Washington, M. Stroup, H. Calad, R. Call, J. Carter
- Press:** B. Browne
- Visitors Present:**
- Minutes:** Approve Regular Minutes of November 27, 2007.
Action: Lewis, Vaughn. . **Vote:** Yes-5; No-0. Absent-1(Hawkins); Abstain-1(Feller)
- Board Organization:** 8.1 Elect Officers
Action: Lewis, Feller – President: J. Vaughn; Vice President: T. Guzman; Clerk: B. Swenson. **Vote:** Yes-6; No-0; Absent-1(Hawkins)
8.2 Appoint Representatives to the following committees:
Budget: B. Swenson, K. Lewis, T. Hawkins, Alternate: T. Guzman;
CALSSD: G. Crandall; City/Schools: T. Hawkins, K. Lewis, B. Swenson, Alternate: J. Feller; District Attendance Area: G. Crandall, K. Lewis, B. Swenson; Facilities Advisory: G. Crandall, J. Feller, J. Vaughn, Alternate: B. Swenson; Facility Use Policy Review: J. Feller;

K. Lewis, J. Vaughn, Alternate: G. Crandall; Family Life: T. Guzman, T. Hawkins; Legislative Action: T. Guzman, B. Swenson, J. Vaughn; SJCSBA: G. Crandall, T. Guzman, Alternate: B. Swenson; TAPFFA: G. Crandall, B. Swenson, J. Vaughn; Tracy Learning Center/Ad Hoc Board Member: T. Guzman; Tracy Parks: K. Lewis, Alternate: T. Guzman; Special Education: J. Feller.

Action: Swenson, Feller. **Vote:** Yes-6; No-0; Absent-1(Hawkins)

8.3 Approve Board Meeting Calendar

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

Student Representative Reports:

None.

Recognition & Presentation:

10.1 Recognize Retiree

Nancy Berg was unable to attend. This will be postponed to a later meeting.

10.2 Delta Island School Site Update on Achievements & Activities

Principal, Carla Washington, and teachers, Deb Borba and Yvonne Gomez, presented a power point which reviewed CELDT scores, Accelerated Reader, computer lab, ExCEL, music, library time ELD instruction and reading clinic. 95% of their students are English Language Learners.

10.3 Freiler School Site Update on Achievements & Activities

Principal, Marylee Barron, spoke about the Art, Music & PE Block Grant Funds and how they are using the standards guide to integrate art and music into all areas of curriculum. They have the jump start music program where students learn to read notes, keep time and use the computer to practice. A power point of the art and music program was also presented. Teacher, Melissa Lewis, presented members of the 1st grade class who played a song with bells and also sang "Jingle Bells".

Hearing of Delegations

None.

Information & Discussion Items:

12.1 Administrative & Business Services:

12.1.1 Receive Update on Facilities Projects

12.1.1 Director of Facilities Planning, Denise Wakefield nad casey presented power point showing pictures of the current facilities projects nclud whs stadium and pool, tracy high 40 classroom building, renovation of Hawley west lake building, Kiimball high school

12.2 Educational Services:
Receive Report on California Interscholastic Federation Athletic Programs

Tracy High Athletic Director, Mark Stroup, and whs principal, herman calad, review CIF packet and explained information – participation, transfer rules new

Public Hearing: None.

Consent Items: **Action:** Lewis, Swenson. (as amended) **Vote:** Yes-6; No-0; Absent-1(Hawkins)

13.1 Administrative & Business Services:

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

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

13.1.3 Approve Monthly Budget Adjustment Report – November, 2007

13.1.4 Approve Revolving Cash Fund Reports for November, 2007

13.1.5 Approve Accounts Payable Warrants Reports for November, 2007 (Under Separate Cover)

13.2 Educational Services:

13.2.1 Approve Additional School Site Single Plans for Student Achievement and Site Categorical Budgets for 2007/2008 School Year

13.2.2 Approve Overnight Travel for March 5-7, 2008 for Forty Tracy High School Students and Two Advisors to Visit California State University, Long Beach and to Attend “12 Angry Men,” a Direct from Broadway Play

13.2.3 Approve Special Services Contract with the Stanislaus County Office of Education for Alane Vaughn to Present on January 30, 2008

13.2.4 Approve Agreement for Special Contract Services with Victoria Bluett-Murphy, BCBA, of Autism and Behavior Training Associates for January 30 Buy Back Day

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 Addition of Two HVAC Technicians to Support the Heating, Ventilation, and Air Conditioning Preventive Maintenance Program

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

- 14.1.2** Certify 2007-2008 Fiscal Year First Interim Report (Separate Cover Item) (Report)

Action: This item was moved up on the agenda.

Lewis, Crandall **Vote:** Yes-6; Absent-1(Hawkins)

14.2 Educational Services:

- 14.2.1** Approve Merrill West High School Tardy Pilot Program and Study for the 2nd Semester of the 07-08 School Year (Report)

Action: Crandall, Lewis. **Vote:** Yes-6; No-0; Absent-1(Hawkins)
Director of Student Services, Paul Hall and Principal of West High School, Herman Calad presented a power point on the proposed tardy pilot program. The program will start new each quarter. President Vaughn commended the presenters and commented that this is the policy used at his school and he knows it works.

Board Reports:

Trustee Crandall knows it is hard to keep up on everything, but he finds it alarming that we don't have hot water in our gyms and wants to make sure that problem moves to the forefront. It has been a pleasure for him to serve as President for the past year. Trustee Lewis asked if the committees for naming the schools have started up and wished everyone a Merry Christmas and Happy New Year. Trustee Feller is amazed to think the bond was only passed a year ago. We have a lot done and she can't imagine we could move any faster than we are. We are maximizing all of our dollars and capturing every bit from the state. She really appreciates the pictures that Tom sends out. Trustee Swenson commended Dale Cose and his efforts with Habitat for Humanity. He attended the construction tech meeting. On CSBA – materials from the CIF meeting were passed out. Mr. Swenson would like to point out that the Education Code requires the Governing Board to have control over all sport activities. Board members can check the state CIF website for more information. The CSBA conference was super this year with a lot of good speakers. The highlight was Christopher Gardner who kept everyone's attention. Trustee Guzman also attended the CSBA conference. Last year he went and didn't quite put it all together, but now that's he's been here a while, it all came together as he attended the different meetings. We are doing a really good job here and staying on top of all of the requirements. Hats off to the District for having good personnel to do that. He also attended the TLC meeting last night where they went over the plumbing issue to be worked on over Christmas Break. Also, TLC students are doing well in sports in Division VII. As far as enrollment, they are full and plan to be full next year. He thanked Gregg for a great year as

president and wished happy holidays to everyone. Trustee Vaughn was also able to attend the conference. There were some good workshops on Career Tech and Construction Management and he made some great contacts with people who already have programs in place. There were also some good workshops on increasing achievement of African American students. He hopes to bring a lot of the things he learned back to the District for the benefit of the students. Mr. Vaughn also wanted to mention the Martin Luther King Jr. Breakfast. He hopes for a good showing and that Board members can attend.

**Superintendent
Report:**

Dr. Franco congratulated James Vaughn on completing his first meeting as President and thanked Gregg Crandall for doing such a great job as president. He will bring back a report on hot water at the high schools. Thanks to Casey and the finance team for presenting the First Interim Report. Thanks to Paul Hall and Herman for their work on the tardy policy. He also passed on kudos to Mark Stroup for his CIF presentation. He'd like everyone to join in the general conference room for pie. We all learned a lot at the CSBA conference. Last Saturday, he and James went to "College Bound" in San Diego- a dynamic parenting process. They were able to visit a workshop where parents are trained and then their students also received training. The parent group is called the Mean Mommas. They delivered an important message and we are going to have someone come up and present at the College Conference we plan to have in March. Presenters will do a great job. Thank you all for a great year. You deserve to have a great holiday and I appreciate all of the efforts you put forth to help the students in Tracy.

**9:53 PM
Adjournment.**

Tom Hawkins, Clerk

Date



BUSINESS SERVICES MEMORANDUM

To: Dr. James C. Franco, Superintendent
From: Casey Goodall, Assistant Superintendent for Business Services
Date: January 14, 2008
Subject: Receive District Annual Report for Labor Compliance Program Reporting Period 2006-2007

BACKGROUND: Effective January 1, 2003, provisions of the California Labor Code Section 1771.7 require that any School District that chooses to use funds from the Kindergarten-University Public Education Facilities Bond Acts of 2002 and 2004, initiate and enforce, or contract with a third party to initiate and enforce, a Labor Compliance Program (LCP) for public works projects.

During the Reporting Period January 1, 2007 – December 31, 2007 the Tracy Unified School District had several school projects that used funds derived from the Kindergarten-University Public Education Facilities Bond Act of 2002.

- RGM, Inc., as a third party consultant, is currently administering the District's LCP, which is based on the C.A.S.H. Model and received initial approval from the Department of Industrial Relations (DIR) on January 23, 2004.

The attached reports summarize all actions taken for monitoring prevailing wages on the District's projects for the Reporting Period 12/1/07-12/31/07. The reports include a list of projects handled by LCP within the reporting period, a summary of wages and penalties assessed, and a summary of monitoring activities.

RATIONALE: The Tracy Unified School District C.A.S.H. Labor Compliance Program, states in Item VIII.a.4, paragraph 2, that the Annual Labor Compliance Program Report be distributed to the Superintendent and Board of Education within sixty (60) days after close of its fiscal year.

FUNDING: Funding is not necessary for this agenda item.

TIMING: Annual Labor Compliance Program report due to the Board of Education within sixty (60) days after close of the fiscal year.

Prepared by: Bonny Carter, Facilities Planner



LABOR COMPLIANCE PROGRAM ANNUAL REPORT

Reporting Period 1/1/07 to 12/31/07

1. Name of Labor Compliance Program (LCP): **Tracy Joint Unified School District - District LCP - RGM and Associates - Third Party Provider**
Administering District's (C.A.S.H. Model) Labor Compliance Program.

2. LCP I.D. Number (assigned by DIR): **2003.00371**

3. Date of Initial Approval: **January 23, 2004**

4. Contact person (include name, title, address, telephone, fax, and e-mail, if available):

Ralph J. Caputo, President, CEO, RGM and Associates, 3230 Monument Way, Concord, California 94518

Phone = (925) 671-7717 - FAX = (925) 671-7788 - E-mail = rgm@rgmassociates.com

5. Did LCP Perform any LC § 1771.5 enforcement activities during the 12 months in the reporting period?

Please check one: ☒ **YES - If Yes, proceed to item 6 on the next page**

☐ **NO - If No, complete the information below, sign the form and submit to DIR, Office of the Director, Attn: LCP Special Assistant, 455 Golden Gate Avenue, 10th Floor, San Francisco, CA 94102**

What suggestions do you have for the Department of Industrial Relations to better assist you with your program in the coming year? (attach additional sheets if necessary):

SUBMITTED BY:

Denise Wakefield
Signature

Denise Wakefield - Director of Facilities

December 31, 2007

6. LC § 1771.5 enforcement activities (provide all information requested, attaching as many sheets as necessary)

Awarding Body: Tracy Joint Unified School District

A. List projects handled by LCP within the past 12 months.

Project Name	Bid Advertisement Date	Prime Contractor	Contract Amount
Williams Middle School Relocatable	3/9/07	Douppnik Manufacturing	\$ 41,361.00
Tracy HS Parking Lot Electrical Switchgear	4/12/07	Bockmon-Woody Inc.	\$ 22,592.00
Tracy HS Parking Lot – Parking Lot	4/12/07	Rodgers Construction & Engineering	\$ 89,500.00
West High Stadium Pool	5/5/07	Roebbelen Contracting Inc.	\$ 7,856,000.00
Williams & Central – Electrical	5/8/07	Bockmon-Woody Inc.	\$ 135,880.00
Williams & Central – Fire & Intrusion Alarms	5/8/07	Pacific Power & Systems	\$ 622,400.00
Central Schools Building Pad & Moving	5/14/07	Rodgers Construction & Engineering	\$ 15,255.00
Tracy HS 40 Classroom Building	6/1/07	Roebbelen Contracting Inc.	\$ 13,839,000.00
Tracy HS Soil Removal	7/2/07	Delta Oilfield Services Inc.	\$ 41,200.00 ⁰⁰
Tracy HS West Building – Environmental	7/8/07	Sterling Environmental	\$ 112,200.00
Tracy HS Storm Drain Improvement	8/3/07	Preston Pipelines	\$ 453,453.00
Tracy HS West Building – Demolition	9/12/07	Delta Oilfield Services	\$ 309,440.00
Tracy HS Relocatable Classroom – Parking Lot	10/11/07	Bockmon-Woody Inc.	\$ 208,252.00
Tracy HS Relocatable Classroom – Parking Lot	10/11/07	American Modular Systems	\$ 45,840.00
West High School Stadium Pool Bleacher	12/5/07	Southern Bleacher Company	\$ 1,130,030.00
West High Stadium Pool – Relocate	8/9/07	American Modular Systems	\$ 751,500.00
Total			\$ 25,673,903.00

B. Summary of all wages and penalties assessed and/or recovered.

Project Name	Affected Contractor (worker's employer)	Amount Assessed	Amount Recovered	Forfeiture Approval Requested from Labor Commissioner?	Description of Violation
Tracy HS Relocatable Classrm	AM Stephens	\$ 17.08	\$ 17.08	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	Failure to pay proper wages
Tracy HS Relocatable Classrm	Clayton A. Titus, General Contractor	\$106.22	\$106.22	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	Failure to pay proper wages
Tracy HS Soil Removal	Delta Oilfield Services	\$ 1.36	\$ 1.36	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	Failure to pay proper wages
West HS Stadium Pool	Applegate Johnson	\$198.00	\$198.00	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	Failure to pay proper wages
Central School Bld Pad	Rodgers Construction	\$.99	\$.99	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	Failure to pay proper wages
Total		\$323.65	\$323.65		

C. For any amount identified in item B for which approval of forfeiture was not requested from the Labor Commissioner, please explain below.

Project Name	Amount Assessed	Amount Recovered	Explanation
Tracy HS Relocatable Classrm	\$ 17.08	\$ 17.08	Not willful violation - Cured within 10 day timeframe per LC §1776(g)
Tracy HS Relocatable Classrm	\$106.22	\$106.22	Not willful violation - Cured within 10 day timeframe per LC §1776(g)
Tracy HS Soil Removal	\$ 1.36	\$ 1.36	Not willful violation - Cured within 10 day timeframe per LC §1776(g)
West HS Stadium Pool	\$198.00	\$198.00	Not willful violation - Cured within 10 day timeframe per LC §1776(g)
Central School Bld Pad	\$.99	\$.99	Not willful violation - Cured within 10 day timeframe per LC §1776(g)
Total	\$323.65	\$323.65	

D. For any amount identified in item B for which approval of forfeiture was requested from the Labor Commissioner, please provide the following:

Project Name	Amount Assessed					Amount Recovered				
	LC §1776(g)	LC § 1775	LC § 1813	Wages	Total	LC §1776(g)	LC § 1775	LC § 1813	Wages	Total
N/A										
Total										

E. Identify cases that are or were the subject of LC § 1742 proceedings.

Project Name	Contractor	Nature of Violation	ODL Case #	Current Status
N/A				
Total				

F. Did you refer any contractor to the Labor Commissioner for debarment per LC § 1777.1?

Please check one:

☐

YES

☒

NO

If yes, identify affected contractor(s) or subcontractor(s) and date(s) of referral: _____

G. Did you refer any apprenticeship violation to the Division of Apprenticeship Standards (DAS)?

Please check one:

☐

YES

☒

NO

If yes, identify affected contractor(s) or subcontractor(s) and date(s) of referral: _____

9. Summary of Monitoring Activities – Tracy Joint Unified School District

A total of 70 contractors were monitored for the Tracy Joint Unified School District. Communications with contractors included on-going support and assistance to help facilitate compliance with the Labor Compliance Program.

Job-site interviews were routinely conducted to gather information from the workers to verify their names, classifications and rate of pay. The workers' statements were compared to the appropriate prevailing wage determinations as well as the certified payrolls received to ensure accuracy and verify any possible misclassifications or other payroll violations. In response to inquiries, workers were provided information and resources concerning prevailing wage laws and regulations on public works projects.

Throughout the monitoring activities for the period of January 1, 2007 through December 31, 2007, a total of 254 certified payrolls were received, reviewed and verified to be in compliance with the San Joaquin County prevailing wage determination for the craft listed. During the course of these projects, a total of 220 site interviews were conducted.

All mandatory forms, i.e., DAS 140, CAC 2, and Fringe Benefit Statements, were filed as required. The license of every contractor was verified to be active per the State of California License Board.

Nine (9) Ten-Day Notice letters were required to be issued to contractors for verification when inconsistencies were discovered. There were no willful violations of the California State Labor Code.



BUSINESS SERVICES MEMORANDUM

To: James Franco, Superintendent
From: M. Goodall, Assistant Superintendent for Business
Date: December 4, 2007
SUBJECT: Receive Report on 2008-2009 Governor's Budget Proposal

BACKGROUND: In January of each year, the Governor proposes a budget for the subsequent fiscal year. In conjunction with enrollment projections, this proposal is generally the first key element in planning a school district budget.

RATIONALE: The Governor announced his proposal on January 11th. The plan calls for current year K-12 spending reductions of \$360 million. Little additional information was announced about these reductions except that they would primarily impact categorical programs. The District is waiting for further information.

Further reductions were announced for the 2008-09 fiscal year. The Governor proposes suspending Proposition 98 funding requirements. His plan is to calculate a Cost of Living Adjustment of \$288 per student, then imposing a 6.99% deficit to this funding source. The net of the two changes results in a reduction to the revenue limit of approximately 2.4%. Combined with a projected decline in enrollment of approximately 170 FTE, this is equivalent to approximately \$3.25 million of less funding.

In addition, the Governor is proposing increasing categorical funding by 4.94% then applying a 10% deficit to the total funding. This will result in a decrease of approximately 5.6% or \$850,000.

The plan also calls for deferring funding from one year to the next by an additional two months, resulting in additional interest cost to school districts.

Federal Title 1 dollars are also at risk of reductions.

FUNDING: The exact impact to the District budget is not yet known. Current estimates are that the proposed changes to the State budget will result in reductions of approximately \$5.4 million.

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



BUSINESS SERVICES MEMORANDUM

TO: Jim Franco, Superintendent
FROM: C. Goodall, Assistant Superintendent for Business
DATE: January 12, 2007
SUBJECT: Receive Report on Summer Grounds Work

BACKGROUND: In October, 2006, staff presented a report about current grounds staffing and a proposed grounds maintenance plan which could improve the level of service at district sites. The desired level of service included:

Goal 4.5 - Mow and edge all turf areas every 7 calendar days (April – October).

Goal 4.6 - 100% of irrigation systems will be reviewed and repaired every 7 calendar days.

Goal 4.7 - 100% of turf will be treated each fall with aeration, seeding, and fertilization (September/October).

This goal includes:

- a. Application of pesticides as required, but in compliance with the health schools act of 2000
- b. Monthly inspection/upkeep of playgrounds
- c. Monthly trimming of shrubs and trees
- d. Quarterly aeration of turf areas
- e. Semi-Annual fertilization
- f. Annual re-seeding

Goal 4.8 – 100% of irrigation systems will be reviewed and fully operational by spring break

Goal 4.9 – 100% of irrigation pumps will receive preventive maintenance repairs by Spring Break

RATIONALE: To date, the grounds staff achieved the following results.

Goal 4.5: The plan was fully implemented during the summer months, and after several adjustments in procedures, the crews were able to meet the first goal of mowing all lawns every seven calendar days. The first six pages of attachments show that this goal was substantially achieved for every month, and is achievable in the future, however, any determination to provide summer school bussing to any but special education students will remove sixteen crew members from grounds during the five weeks of summer

school. At that point, mowing would likely revert to the fourteen day cycle established earlier. Turf continued to require extensive mowing through most of November.

Goal 4.6 – For a number of reasons, the plan to inspect irrigation systems during school was not practical. Irrigation conflicted with PE, sprayed vehicles, and slowed the crew. Also, the crew was slowed by the need to repair chronic irrigation problems. Therefore, during a brainstorming session with the crew, it has been suggested that rather than test the irrigation during school, the two mow crews test irrigation on the large play fields at one school every day BEFORE school begins. This will allow for inspection every fourteen days. As a result, the crew recommends modifying the goal to read:

Goal 4.6 a - 100% of large field irrigation systems will be reviewed and repaired every 14 calendar days. (April – November)

An additional complexity to this goal, is that review of small field and flower bed irrigation systems takes considerably more time, but has less impact on the overall appearance of the campus. Therefore, a secondary goal is being recommended to address these irrigation systems:

Goal 4.6 b - 100% of small field irrigation systems will be reviewed and repaired quarterly or within 24 hours of a report by site staff that a problem exists.

Now that mowing demands have slowed, staffing has been refocused on non-mowing goals, in particular to remedying the remaining chronic irrigation problems. This is discussed in more detail under the remaining goals

Goal 4.7 – A GANTT chart is attached, which shows the aeration, seeding, and fertilization plan for the schools. Much of the work is complete, with a second batch of work to be completed in the early spring.

In addition to what would normally be considered routine aeration, seeding, and fertilization, a great deal of remediation work has been completed on the following fields.

West High School	Soccer Field
West High School	Practice Football Field
West High School	Baseball Fields
Tracy High School	PBK Field
Tracy High School	Practice Field
Monte Vista Middle School	Large Field
Williams Middle School	Large Field

The crew is developing a plan to remediate the following fields:

Poet Christian School	Localized Irrigation Problems
S/WP	Large Field
Jacobson	General Irrigation Problems

Shrubs and trees have been trimmed at every site.

Goal 4.8 – 100% of irrigation systems have been reviewed, but are not yet fully functional at all schools. Problems with valves persist at Monte Vista Middle School and Poet Christian K-8 School. The repair plans for these schools are included on the attached GANTT chart. Repairs are projected to be completed during the month of January.

Chronic problems at Jacobson, Villalovoz, and South/West Park have not yet been resolved.

To ensure that systems already in good repair, remain functional and are ready for the spring growth season, a review of every system will be conducted in February, and again in March. The Schedule for these reviews is attached as a tally sheet.

Goal 4.9 – 100% of all pumps received preventive maintenance during the month of December. The tally sheet is attached.

FUNDING: N/A.

RECOMMENDATION: Receive Report on Grounds Summer Plans.

Prepared by: Casey Goodall, Assistant Superintendent for Business Services; Bill Willner, Director of Building Maintenance; John Heerema, Director of Transportation; Craig Hughes, Grounds Supervisor

TUSD Mowing Checksheet

Month: SEPTEMBER

Site

Crew 1										Crew 2										
Date	McKinley	Monte Vista	DEC	IGCG	Freiler	Jacobson	North	Duncan Russell	Central	Stein	Villalovoz	South/West Park	Williams	Kelly	Hirsch	Poet	Bohn	West High	THS	Delta Island
1																				
2																				
3																				
4	X		X							X	X									
5																				
6					X								X	X						
7		X													X					
8																				
9																				
10			X	X																
11																				
12	X						X			X	X		X				X	X		
13		X											X	X						
14				X							X									
15																				
16																				
17			X							X							X			
18	X										X	X	X							
19		X			X						X	X	X							
20					X	X														
21						X														
22																				
23			X																	
24											X									
25	X																			
26					X															
27		X																		
28										X	X									
29													X							
30																				
31																				

2 NO PAPER WORK

CREW 1
PRUNING TREES

VILLA DOWNED TREE
CUT UP CLEAN UP

SPRAYED FENCE LINES
HIRSCH, SOUTH / WEST
PARK

U.V.
PRAYED
VEDOS.
PRAYED
INCE 2
ACOBSON
NORTH

TUSD Mowing Checksheet

Month:

SEPTEMBER

Site

Large Sports Fields												
Date	McKinley	Monte Vista	DEC	IGCG	Freiler	Jacobson	North	Duncan Russell	Central	Stein	Villalovoz	South/West Park
1												
2												
3				40		2	1	0	9			
4												
5	X	X										
6												
7												
8												
9												
10												
11						X	X					
12		X	X									
13	X	X										
14												
15												
16												
17												
18					X							
19	X	X										
20						X	X					
21												
22												
23												
24												
25	X											
26		X										
27						X	X					
28												
29												
30												
31												

TUSD Mowing Checksheet

Month: OCTOBER 2007

Notes		Date	Crew 1								Crew 2								Notes					
			McKinley	Monte Vista	DEC	IGCG	Freiler	Jacobson	North	Duncan Russell	Central	Stein	Villalovoz	South/West Park	Williams	Kelly	Hirsch	Poet		Bohn	West High	THS	Delta Island	
		1																						
		2	X			X																		
		3						X																
		4		X																				
		5								X	X													
		6																						
		7																						
		8																						
		9	X					X																
		10		X																				
		11								X														
		12																						
		13																						
		14																						
		15																						
		16	X	X																				
		17																						
		18						X																
		19																						
		20																						
		21																						
		22	X																					
		23																						
		24		X																				
		25						X																
		26																						
		27																						
		28																						
		29																						
		30	X																					
		31		X																				

N.P.W. - NO PAPER WORK

E.S. - EQUIPMENT SERVICE

W/O - WORK ORDER

TUSD Mowing Checksheet

Month:

OCTOBER 2007

Site

Large Sports Fields															
Notes	Date	McKinley	Monte Vista	DEC	IGCG	Freiler	Jacobson	North	Duncan Russell	Central	Stein	Villalovoz	South/West Park	Williams	Kelly
N.P.W.	1													X	X
	2														
	3														
	4		X							X					
	5					X					X				X
	6														
	7														
W/O	8	X											X	X	
	9														
WEED ABATEMENT SOUTH SCHOOL EAST SIDE OF FIELD															
N.P.W.	10														X
	11														
NO PAPER WORK															
	12														
	13														
	14														
	15		X												
	16														
	17					X	X			X		X			
	18														
	19	X				X								X	
	20														
	21														
	22		X												
N.P.W.	23														
	24											X			
	25									X					
W/O	26									X	X				
	27														
	28														
	29										X	X			
	30		X										X		
	31	X												X	

N.P.W. - NO PAPER WORK

E.S. - EQUIPMENT SERVICE

W/O - WORK ORDER

TUSD Mowing Checksheet

Month: NOVEMBER 2007

Site

		Crew 1										Crew 2												
Notes	Date	McKinley	Monte Vista	DEC	IGCG	Freiler	Jacobson	North	Duncan Russell	Central	Stein	Villalovoz	South/West Park	Williams	Kelly	Hirsch	Poet	Bohn	West High	THS	Delta Island	Notes		
	1				X		X					X		X										
BASEBALL	2		X												X	X								
	3																							
	4																							
BASEBALL	5												X				X	X	X					
	6	X		X					X		X	X						X						
	7		X			X		X						X	X									
	8				X		X						X									FILLED HOLE		
BASEBALL	9												X			X			X					
	10																							
	11																							
	12						HOLIDAY																	
	13	X		X					X	X			X					X	X					
	14				X	X	X				X	X		X					X					
	15		X					X							X	X								
N.P.W.	16												X				X	X						
	17																							
	18																							
TRIM TREES	19									X				X								FENCE LINE		
TRUNE TREES	20									X														
" "	21									X														
	22						HOLIDAY																	
	23																							
	24																							
	25																							
	26			X						X												N.P.W.		
N.P.W.	27																					N.P.W.		
	28		X		X	X																N.P.W.		
	29				X		X		X	X												N.P.W.		
WORK ORDERS	30	X	X																			N.P.W.		
	31																							

TUSD Mowing Checksheet

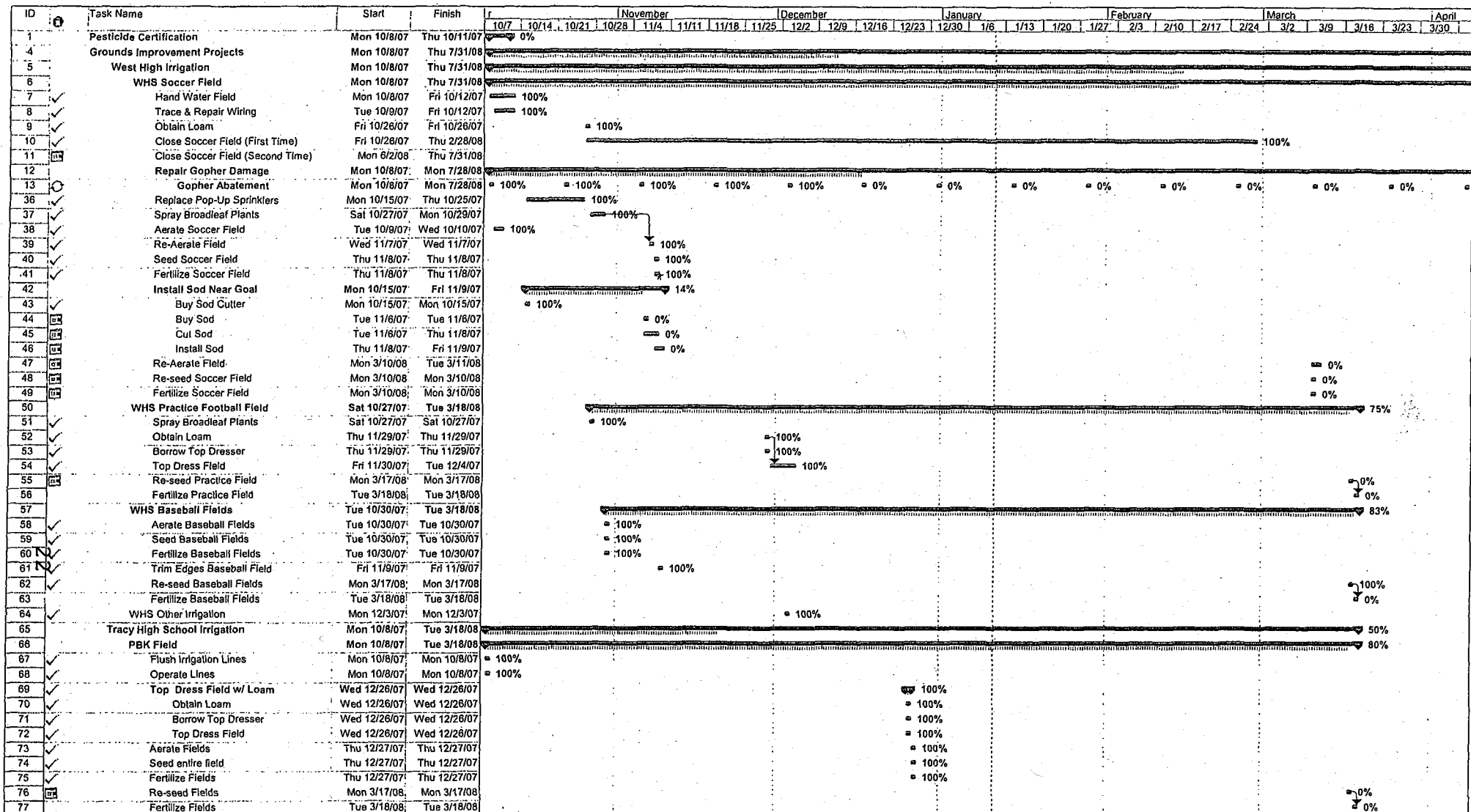
Month:

NOVEMBER 2007

Site

Large Sports Fields

	Notes	Date
		1
		2
		3
		4
		5
		6
		7
		8
		9
		10
		11
		12
SERVICE MINUTE		13
		14
		15
		16
		17
		18
		19
PRUNE TREES		20
		21
		22
		23
		24
		25
		26
		27
		28
		29
		30
		31



ID	Task Name	Start	Finish	November							December					January				February				March				April						
				10/7	10/14	10/21	10/28	11/4	11/11	11/18	11/25	12/2	12/9	12/16	12/23	12/30	1/6	1/13	1/20	1/27	2/3	2/10	2/17	2/24	3/2	3/9	3/16	3/23	3/30					
78	Practice Field	Mon 10/8/07	Tue 3/18/08	<div></div>																														
79	Repair Broken Wires	Mon 10/8/07	Mon 10/8/07	<div>100%</div>																														
80	Arrange w/ Contractor to keep ground d	Tue 10/9/07	Wed 10/10/07	<div>100%</div>																														
81	Obtain Loam	Mon 11/12/07	Mon 11/12/07	<div>50%</div>																														
82	Borrow Top Dresser	Mon 11/12/07	Mon 11/12/07	<div>0%</div>																														
83	Top Dress Field	Tue 11/13/07	Tue 11/13/07	<div>0%</div>																														
84	Spray Broadleaf Plants	Mon 11/19/07	Wed 11/21/07	<div>0%</div>																														
85	Aerate Fields	Tue 11/20/07	Tue 11/20/07	<div>50%</div>																														
86	Seed Field	Tue 11/20/07	Tue 11/20/07	<div>50%</div>																														
87	Fertilize Fields	Tue 11/20/07	Tue 11/20/07	<div>50%</div>																														
88	hybrid Bermuda Stolens Installed	Mon 3/17/08	Mon 3/17/08	<div>0%</div>																														
89	Re-seed Practice Field	Mon 3/17/08	Mon 3/17/08	<div>0%</div>																														
90	Fertilize Fields	Tue 3/18/08	Tue 3/18/08	<div>0%</div>																														
91	Softball fields	Mon 10/8/07	Mon 10/8/07	<div>0%</div>																														
92	Monte Vista Middle School Irrigation	Mon 10/8/07	Tue 3/18/08	<div>5%</div>																														
104	Williams Middle School Irrigation	Mon 11/19/07	Tue 1/1/08	<div>45%</div>																														
105	Fill in Low Areas with Loam	Mon 12/31/07	Mon 12/31/07	<div>25%</div>																														
106	Aerate ALL Fields	Mon 11/19/07	Tue 11/20/07	<div>100%</div>																														
107	Seed Bad Areas On All Fields	Mon 12/31/07	Mon 12/31/07	<div>0%</div>																														
108	Fertilize ALL Fields	Tue 1/1/08	Tue 1/1/08	<div>0%</div>																														
109	Post Christian K-8 School Irrigation	Mon 10/8/07	Wed 3/19/08	<div>0%</div>																														
115	South/West Park Irrigation	Mon 11/12/07	Mon 12/31/07	<div>0%</div>																														
119	Villalovoz School Irrigation	Mon 11/12/07	Mon 12/31/07	<div>0%</div>																														
123	Jacobson School Irrigation	Mon 11/12/07	Mon 12/31/07	<div>0%</div>																														

Project: Grounds Projects
Date: Fri 1/11/08

Critical	Task	Baseline	Milestone	Project Summary	Deadline
Critical Split	Split	Baseline Split	Summary Progress	External Tasks	
Critical Progress	Task Progress	Baseline Milestone	Summary	External Milestone	

TUSD Irrigation Plan

Month: February 2008

Site

Crew 1										Crew 2												
Notes	Date	McKinley	Monte Vista	DEC	IGCG	Freiler	Jacobson	North	Duncan Russell	Central	Stein	Villalovoz	South/West Park	Williams	Kelly	Hirsch	Poet	Bohn	West High	THS	Delta Island	Notes
	1																					
	2																					
	3																					
	4	X	X								X	X										
	5					X	X						X	X						X	X	
	6							X	X	X					X	X				X	X	
	7			X	X																	
	8																		X	X		
	9																					
	10																					
	11																					
	12																					
	13																					
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	31																					

Both crews help R

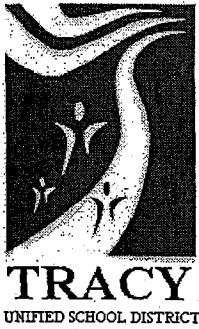
Each irrigation crew will work with two irrigation crew members. Test every valve and sprinkler and repair the same day.

TUSD Irrigation Plan

Month: March 2008

Site		Crew 1										Crew 2										Notes
		McKinley	Monte Vista	DEC	IGCG	Freiler	Jacobson	North	Duncan Russell	Central	Stein	Villalovoz	South/West Park	Williams	Kelly	Hirsch	Poet	Bohn	West High	THS	Delta Island	
Notes	Date																					
	1																					
	2																					
	3																					
	4																					
	5																					
	6																					
	7																					
	8																					
	9																					
	10																					
	11																					
	12																					
	13																					
	14																					
	15																					
	16																					
	17	X	X								X	X										
	18										X	X										
	19					X	X				X	X										
	20			X	X			X	X	X												
	21																					
	22																					
	23																					
	24																					
	25																					
	26																					
	27																					
	28																					
	29																					
	30																					
	31																					

Both crews help Ric



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: Dr. Sheila Harrison, Assistant Superintendent of Educational Services
DATE: January 11, 2008
SUBJECT: Receive Report on SARB (School Attendance Review Board) Report

BACKGROUND: The truancy program has a truancy coordinator, a district attendance assistant, and a SARB chairperson who work with schools, parents, and students daily to get kids to school. The SARB team works with representatives from the Tracy Police Department, Health Services and Prevention Services to address the needs of truant students and assist them to correct the situation. The SARB chair directs overall efforts to combat truancy in our district. The truancy personnel meet with school attendance people on a regular basis to identify truant students, make home contacts with non-attending students' parents, return students to school, refer students to the SARB committee, serve on the SARB board and work with other agencies to build collaborative services.

RATIONALE: The truancy coordinator, district attendance assistant, and SARB chairperson work as a team to reduce truancy in Tracy's schools. Early intervention through parent contacts, school remediation, referrals to social services, county school and Willow Community Day School coordinate their efforts into an effective program. This agenda item supports Strategic Goal #4-Develop Responsible Individuals.

FUNDING: Not applicable

RECOMMENDATION: Receive Report on SARB (School Attendance Review Board) Report.

Prepared by: Paul Earl Hall, Director of Student Services & Curriculum

To: Rebecca Frame/Paul Hall
From: Mike Kinakin, SARB Chairman
Subject: SARB 2006-2007 End of the Year Report
Date: June 1, 2007

SARB Committee:

Chairman:	Mike Kinakin
Truancy:	R.G. Fagin/Cynthia Gustafson/Diana Silveira
Health Services:	Cindy Edminston
Prevention Services:	Joan Stone
STEPS/DR:	Ann Herrington
Juvenile Probation:	Justin Maggio & Fong Ly

The following represents the findings by the SARB committee, and the statistics representing students serviced throughout the 2006-2007 School Year.

RECOMMENDATIONS

1. Creation of a SART program to provide early intervention to truants and provide them with early entry to available alternative programs.
2. Create a truancy counseling component for Willow Community Day School using existing counselors, parents and truancy staff.
3. Meet with the Tracy Police Department on a quarterly basis to encouraging the promotion of street officers that are able to identify and pick-up student's off-campus during school time and deliver them to the appropriate school campus.
4. Truancy staff will meet with Middle and Elementary School staff on a scheduled basis to identify and implement attendance procedures per the SARB handbook.
5. Create a district committee on Special Education students and implement alternative Special Education placements relating to SARB.
6. A comprehensive procedure needs to be developed and followed to have non-enrolles (expelled students) to attend school and comply with compulsory education.
7. Conduct Truancy Sweeps on a periodic basis in collaboration with Tracy Police Department and the Mayors Youth Collaborative Network.

8. Invite a Representative from the Mayors Youth Collaborative Network to attend our SARB Hearings to assist in providing resources for parents and students to increase attendance.

The above recommendations are based on many years of experience serving as School Attendance Review Board Chairman. The recommendations are based on Truancy staff and sites taking the responsibility to implement them. They closely follow the goals of early intervention, efficient use of time and making attendance a priority. There have been positive aspects to the year but at this time we need to review our processes, goals and responsibilities of individuals to achieve the district goals. This will help us deal with the changing world of truancy.

STATISTICS	2004/2005	2005/2006	2006/2007
Court Cases	9	6	10
Number of SARB Hearings	117	160	161
Families Attending SARB	58	50	73
Families Not Attending SARB	59	110	88
County School Assignments	33	58	47
Willow School Assignments	19	12	15
Operation Stay in School	113	166	39
Scheduled SARB Meetings @ TPD	19	50	73
SARB meetings at school sites	0	0	13

SARB HEARINGS BY SCHOOL SITE	2004/2005	2005/2006	2006/2007
Bohn	3	0	0
Central	6	3	2
Delta Island	0	0	0
Freiler	2	6	0
Hirsch	0	0	0
Jacobson	1	0	0
Kelly	0	0	0
McKinley	3	4	1
North	0	5	2
Poet Christian	0	0	0
South	5	0	0
West Park	3	0	0
Villalovoz	0	0	0
Clover	2	N/A	N/A
Monte Vista	2	10	3
Williams	2	3	4
THS/Excel	15	39	39
WHS/Success	60	72	83
Duncan Russell	5	5	5
Other/Jefferson/Banta	6	7	3
Lost Students	2	7	19

COURT CASES

<u>Case</u>	<u>Outcome</u>
TUSD 04-021	Pending
TUSD 06-036	Pending
TUSD 06-038	Pending
TUSD 06-039	Pending
TUSD 06-040	Pending
TUSD 06-034	Pending



EDUCATIONAL SERVICES MEMORANDUM

To: Dr. James Franco, Superintendent
From: Dr. Sheila Harrison, Assistant Superintendent of Educational Services
Date: December 10, 2007
Subject: Receive Report on District Discipline Review Board Year-End Report

Background: As requested by Trustees in previous years, attached please find a year-end report on the student discipline cases handled by the District Discipline Review Board during the 2006-2007 school year and a copy of the 2005-2006 report for comparison.

Rationale: The expulsion cases are broken down by the school in which they occurred and the subsection violations (a) through (q) of Education Code 48900. Many of the cases referred to the District Discipline Review Board involved more than one violation of the Education Code. However, the statistics outlined in the report indicate the major reason for the student's recommended expulsion.

Included in the report is a table that contains information regarding the number of offenses in the Tracy Unified School District involving the possession and/or use of alcohol or drugs. This Agenda Item supports Strategic Goal #4: Develop Responsible Individuals.

Funding: No cost

Recommendation: Receive Report on District Discipline Review Board Year-End Report

Prepared by: Paul Hall, Director of Student Services and Curriculum

2006-2007 YEAR-END SUMMARY REPORT

1. The District Disciplinary Review Board handled a total of 226 expulsion cases during the 2006-2007 school year. The school breakdown is as follows:

<u>School</u>	<u>Number of Expulsions</u>
Central	5
Freiler	3
George Kelly (K-8)	7
Hirsch	1
Jacobson	3
McKinley	3
North (K-8)	5
Poet-Christian (K-8)	11
South	4
Villalovoz	2
Monte Vista Middle School	24 (One summer school)
Williams Middle School	16
Duncan-Russell High School	6
Tracy High School	42
West High School	94

2. The Board of Trustees dealt with a total of **226** expulsion cases this school year as compared to **206** last school year. This is an increase of **20** expulsion cases.
3. The number of alcohol cases **increased** from a total of **27** in the 2005-06 school year to **48** in 2006-2007.
4. Of the 226 students who were recommended for expulsion during the 2006-2007 school year :
 - * 76 or 34% of the students were allowed to remain in school on probation.
 - * 11 students, or 5% of this total, violated one or more conditions of their probation and were subsequently expelled from school as compared to 16% during the 2005-2006 school year.
5. There were ninety-nine (99) applications for reinstatement.
 - * Of the 99 applications, 82 students, or 83%, completed the conditions of their expulsion order and were allowed to return to an appropriate program within the Tracy Unified School District.
 - * Of the 82 students allowed to return to the District, 5 students violated a subsection of Education Code 48900 and were subsequently expelled again.

**DISTRICT DISCIPLINARY REVIEW BOARD
YEAR END REPORT 2006-2007
BREAKDOWN OF EXPULSION CASES BY VIOLATION**

VIOLATION Ed. Code 48900	TJUSD TH/WH/DR	MONTE VISTA	WILLIAMS	K-8	ELEM.	TOTAL	% OF TOTAL
(a)	21/58/3	7	10	11	5	115	.51
(b)	4/12/0	8	1	10	11	46	.20
(c)	6/12/1	1				20	.09
(d)							
(e)			1			1	.01
(f)	4/4/0		1	1		10	.04
(g)	1/1/1					3	.01
(h)							
(i)							
(j)							
(k)	6/7/1	8	3	4	2	31	.14
(l)							
(m)							
(n)							
(o)							
(q)							
TOTALS	42/94/6	24	16	26	18	226	100%

**DISTRICT DISCIPLINARY REVIEW BOARD
YEAR END REPORT 2005-2006
BREAKDOWN OF EXPULSION CASES BY VIOLATION**

VIOLATION Ed. Code 48900	TJUSD TH/WH/DR	MONTE VISTA	WILLIAMS	K-8	ELEM.	TOTAL	% OF TOTAL
(a)	35/26/1	6	9	14		91	.442
(b)	15/5/0	8	6	9	4	47	.228
(c)	9/7/2	1				19	.092
(d)							
(e)							
(f)	1/4/0			2		7	.034
(g)	0/1/0					1	.005
(h)							
(i)	3/2/0		2		3	10	.049
(j)							
(k)	15/2/0	3	1	4	1	26	.126
(l)	1/0/0					1	.005
(m)							
(n)	0/4/0					4	.019
(o)							
(q)							
TOTALS	79/51/3	18	18	29	8	206	100%

TRACY UNIFIED SCHOOL DISTRICT

**CASES INVOLVING THE POSSESSION OR
USE OF ALCOHOLIC BEVERAGE**

	96-97	97-98	98-99	99-00	00-01	01-02	02-03	03-04	04-05	05-06	06-07
Number of Students	25	31	31	22	24	20	22	45	30	27	48*

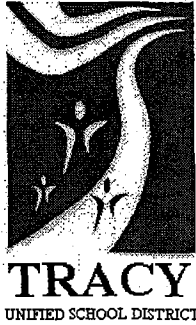
TRACY UNIFIED SCHOOL DISTRICT

CASES INVOLVING THE POSSESSION OR USE OF DRUGS

	01-02	02-03	03-04	04-05	05-06	06-07
Number of Students	51	51	52	84	68	53*

First offense alcohol or drug cases, unless combined with another violation of Education Code 48900, resulted in a student being suspended for a minimum of five (5) days, required to complete a minimum of thirty (30) hours of community service, and placed on a minimum of nine (9) weeks social/activity probation.

* There were 101 violations of drugs and alcohol this year; however, there were only 98 students referred. (3 high school students were charged with possession of both alcohol and drugs).



BUSINESS SERVICES MEMORANDUM

To: James Franco, Superintendent

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

Date: January 11, 2008

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: Vavrinek, Trine, Day & Co.
Site: Finance
Item: The Tracy Unified School District is required to hire an audit firm to conduct an annual independent financial audit.
Services: The audit confirms that the results of our operations and the cash flow of the district's funds for the year are in conformity with accounting principles. The independent Financial Audit is an opportunity to improve the district's financial process. The financial review and findings offered highlight areas in which the district can better control assets.
Cost: \$42,000.00
Project Funding: Unrestricted General Fund



BUSINESS SERVICES MEMORANDUM

To: James Franco, Superintendent
From: *cg* Casey Goodall, Associate Superintendent for Business
Date: January 11, 2008

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

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

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

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

FUNDING: Per attached summary of requisitions.

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

Prepared by: Casey Goodall, Associate Superintendent of Business Services

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

A. Vendor: Wallace-Kuhl & Associates, Inc.
Site: West High School - Stadium
Item: Proposal - Ratify
Services: Rock compaction testing for West High School Stadium turf.
Cost: \$1,105.00
Project Funding: Local Bond Funds and State School Building Fund (SSBF)

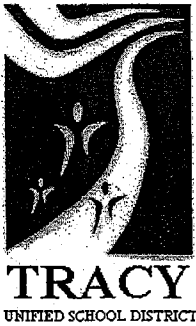
B. Vendor: RGM and Associates
Site: Tracy High School – 40 Classroom Building
Item: Supplemental Agreement
Services: Additional labor compliance services due to VBrick system installation.
Cost: \$2,421.00 not to exceed
Project Funding: Local Bond Funds and SSBF

C. Vendor: Roebbelen Contracting, Inc.
Site: Tracy High School – 40 Classroom Building
Item: Change Order #2
Services: Additional services on attached detail sheet.
Cost: \$65,408.00
Project Funding: Local Bond Funds and SSBF

D. Vendor: Bockmon & Woody Electric Co., Inc.
Site: Tracy High School – Modernization; Interim Housing
Item: Change Order #1 - Ratify
Services: Install underground electrical conduit, boxes and appurtences for future lights in east parking lot and underground conduit between existing pull boxes.
Cost: \$9,483.11
Project Funding: Local Bond Funds and SSBF

E. Vendor: Rainforth Grau Architects
Site: West High School - Theater
Item: Agreement/Extra Services - Ratify
Services: Specialist for acoustical sound and lighting hired by the Architect in order to fully complete the theater.
Cost: \$55,100.00 not to exceed
Project Funding: Local Bond Funds and SSBF

F. Vendor: Pacific Power & Systems
Site: Tracy High School Modernization
Item: Proposal – Ratify
Services: Installation of necessary conduit at the automotive building at Tracy High School.
Cost: \$4,891.16
Project Funding: Local Bond Funds and SSBF



BUSINESS SERVICES MEMORANDUM

To: Dr. James Franco, Superintendent
From: *cg/ll* Dr. Casey Goodall, Assoc. Superintendent of Business Services
Date: January 4, 2008
Subject: Approve Revolving Cash Fund Reports (December, 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 (December, 2007).

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

01/03/08

Tracy Unified School District
REVOLVING CASH FUND
 December 2007

Date	Num	Name	Memo	Paid Amount
12/4/2007	8176	SANTA CLARA COUNTY OFFICE OF ...	LIBRARY TECH/FEB 15/CONF FEE	
			01-0000-0-1110-2420-5200-800-2602	-40.00
TOTAL				-40.00
12/4/2007	8177	SANTA CLARA COUNTY OFFICE OF ...	9 LIBRARY TECH/FEB 15/CONF FEE	
			01-0000-0-1110-2420-5200-800-2602	-360.00
TOTAL				-360.00
12/5/2007	8178	CASBO	SILVAIRA/JAN 23/CONF FEE	
			01-6405-0-1110-2100-5200-800-2208	-205.00
TOTAL				-205.00
12/5/2007	8179	WEST VALLEY MALL	RETIREE OLIVER	
			01-0000-0-0000-7400-4300-800-8001	-102.00
TOTAL				-102.00
12/6/2007	8180	TJUSD	OUTLAW CK8025	
			01-7395-0-1110-1000-5800-190-3904	-940.00
TOTAL				-940.00
12/7/2007	8181	SIAM CAFE	DINNER DEC 11	
			01-0000-0-0000-7110-4300-800-1101	-90.00
TOTAL				-90.00
12/11/2007	8182	FELICIA MANGRICH	PAYROLL	
			01-0000-0-1110-8200-2205-806-8101	-130.65
TOTAL				-130.65
12/12/2007	8183	CALIFORNIA HIGHWAY PATROL	12 MANUELS	
			01-7230-0-1110-3600-4300-800-9702	-64.65
TOTAL				-64.65
12/12/2007	8184	CALIFORNIA HIGHWAY PATROL	FEES	
			FEES	-57.00
TOTAL				-57.00
12/12/2007	8185	CALIFORNIA HIGHWAY PATROL	FEES	
			FEES	-57.00
TOTAL				-57.00

01/03/08

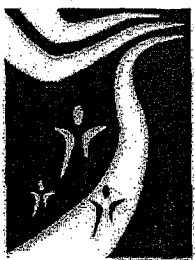
Tracy Unified School District
REVOLVING CASH FUND
 December 2007

Date	Num	Name	Memo	Paid Amount
12/12/2007	8186	CALIFORNIA HIGHWAY PATROL	FEES	
			FEES	-57.00
TOTAL				-57.00
12/12/2007	8187	CALIFORNIA HIGHWAY PATROL	FEES	
			FEES	-57.00
TOTAL				-57.00
12/12/2007	8188	CALIFORNIA HIGHWAY PATROL	FEES	
			FEES	-57.00
TOTAL				-57.00
12/12/2007	8189	CALIFORNIA HIGHWAY PATROL	FEES	
			FEES	-57.00
TOTAL				-57.00
12/12/2007	8190	CALIFORNIA HIGHWAY PATROL	FEES	
			FEES	-57.00
TOTAL				-57.00
12/12/2007	8191	CALIFORNIA HIGHWAY PATROL	FEES	
			01-7230-0-1110-3600-5800-800-9702	-57.00
TOTAL				-57.00
12/12/2007	8192	DEPT OF MOTOR VEHICLES	FEES	
			FEES	-64.00
TOTAL				-64.00
12/12/2007	8193	DEPT OF MOTOR VEHICLES	FEES	
			FEES	-64.00
TOTAL				-64.00
12/12/2007	8194	DEPT OF MOTOR VEHICLES	FEES	
			FEES	-64.00
TOTAL				-64.00
12/12/2007	8195	DEPT OF MOTOR VEHICLES	FEES	
			FEES	-64.00
TOTAL				-64.00

01/03/08

Tracy Unified School District
REVOLVING CASH FUND
 December 2007

Date	Num	Name	Memo	Paid Amount
12/12/2007	8196	DEPT OF MOTOR VEHICLES	FEES	
			FEES	-64.00
TOTAL				-64.00
12/12/2007	8197	DEPT OF MOTOR VEHICLES	FEES	
			FEES	-64.00
TOTAL				-64.00
12/12/2007	8198	DEPT OF MOTOR VEHICLES	FEES	
			FEES	-64.00
TOTAL				-64.00
12/12/2007	8199	DEPT OF MOTOR VEHICLES	FEES	
			01-7230-0-1110-3600-5800-800-9702	-64.00
TOTAL				-64.00
12/12/2007	8200	BANK OF NEW YORK TRUST CO	BONDS ELECTION	
			01-0000-0-0000-7200-5830-800-9222	-350.00
TOTAL				-350.00
12/13/2007	8201	WEST VALLEY MALL	CERTIFICATE	
			01-0000-0-0000-7400-4300-800-8001	-102.00
TOTAL				-102.00
12/14/2007	8202	MODESTO JUNIOR COLLEGE	GREAT VALLEY MUSEUM G100702	
			01-7395-0-1110-1000-5800-190-3904	-315.00
			G100703	-315.00
TOTAL				-630.00
12/17/2007	8203	US POSTMASTER	POSTAGE PO 80661 REPLACE 8053	
			01-7395-0-1110-7200-5900-800-2744	-41.00
TOTAL				-41.00



TRACY
UNIFIED SCHOOL DISTRICT

BUSINESS SERVICES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: *cg* Dr. Casey Goodall, Assoc. Superintendent for Business Services
DATE: January 4, 2008
SUBJECT: Approve Monthly Budget Adjustment Report-December, 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

75 Tracy Jt. Unified School Dist.

Restricted and Unrestricted

FISCAL YR: 08

APPROVED			07/18/2007	12/01/2007	BUDGET	12/31/2007
FUND	OBJECT	DESCRIPTION	ADOPTED BUDGET	REVISED BUDGET	ADJUSTMENTS	REVISED BUDGET
01	1100	TEACHERS' SALARIES	54,337,474.00	54,125,657.00	72,597.00	54,198,254.00
	1200	CERT PUPIL SUPPORT SALARIES	2,765,709.00	2,858,813.00	35,600.00	2,894,413.00
	1300	CERT SUPRVSRs' & ADMINs' SAL	5,165,242.00	5,246,060.00	3,542.00	5,249,602.00
	1900	OTHER CERTIFICATED SALARIES	1,172,025.00	1,378,302.00	1,557.00	1,379,859.00
	2100	INSTRUCTIONAL AIDES' SALARIES	3,816,042.00	3,812,807.00	-3,417.00	3,809,390.00
	2200	CLASSIFIED SUPPORT SALARIES	7,083,336.00	7,097,409.33	10,357.24	7,107,766.57
	2300	CLASS SUPRVSRs' & ADMINs' SAL	1,640,825.00	1,647,242.00	.00	1,647,242.00
	2400	CLERICAL & OFFICE SALARIES	4,642,331.00	4,673,766.80	14,766.76	4,688,533.56
	2900	OTHER CLASSIFIED SALARIES	517,243.00	529,000.00	5,831.00	534,831.00
	3101	STRs ON 1000 SALARIES	5,181,701.00	5,223,915.00	7,436.00	5,231,351.00
	3102	STRs ON 2000 SALARIES	7,422.00	7,422.00	.00	7,422.00
	3201	PERS ON 1000 SALARIES	60,428.00	60,935.00	99.00	61,034.00
	3202	PERS ON 2000 SALARIES	1,542,496.00	1,548,948.10	1,547.00	1,550,495.10
	3311	OASDI ON 1000 SALARIES	36,879.00	38,444.00	2,271.00	40,715.00
	3312	OASDI ON 2000 SALARIES	953,327.00	950,309.47	590.00	950,899.47
	3321	FICA-MED ON 1000 SALARIES	823,629.00	822,427.00	1,578.00	824,005.00
	3322	FICA-MED ON 2000 SALARIES	237,627.00	237,392.41	276.00	237,668.41
	3331	ALTER. RETIREMENT ON 1000 SAL	.00	1,213.00	254.00	1,467.00
	3332	ALTER. RETIREMENT ON 2000 SAL	35,094.00	39,204.00	34.00	39,238.00
	3411	HEALTH & WELFARE ON 1000 SALS	7,828,609.00	7,887,616.00	.00	7,887,616.00
	3412	HEALTH & WELFARE ON 2000 SALS	3,181,541.00	3,185,273.12	5,269.00	3,190,542.12
	3501	STATE UNEMPLOY ON 1000 SALARY	31,753.00	31,996.00	63.00	32,059.00
	3502	STATE UNEMPLOY ON 2000 SALARY	8,865.00	9,141.76	28.00	9,169.76
	3601	WORKER'S COMP INS ON 1000 SAL	1,712,960.00	1,703,304.00	2,173.00	1,705,477.00
	3602	WORKER'S COMP INS ON 2000 SAL	477,312.00	460,010.86	277.00	460,287.86
	3711	OPEB,ALLOCATED, CERTIFICATED	620,966.00	620,966.00	.00	620,966.00
	3712	OPEB,ALLOCATED, CLASSIFIED	447,341.00	447,341.00	.00	447,341.00
	3801	PERS REDUCTION ON 1000 SALARY	24,118.00	24,118.00	.00	24,118.00
	3802	PERS REDUCTION ON 2000 SALARY	416,178.00	415,131.00	254.00	415,385.00
	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	1,167,912.00	-128,215.00	1,039,697.00
	4200	BOOKS OTHER THAN TEXTBOOKS	411,850.00	561,007.00	6,414.00	567,421.00
	4300	MATERIALS & SUPPLIES	9,037,559.00	15,089,589.95	-784,777.50	14,304,812.45
	4400	NON-CAPITALIZED EQUIPMENT	685,976.00	1,322,285.00	328,738.00	1,651,023.00
	5100	SUBAGREEMENTS FOR SERVICES	.00	.00	.00	.00
	5200	TRAVEL & CONFERENCES	194,453.00	321,309.00	39,541.00	360,850.00
	5300	DUES & MEMBERSHIPS	37,915.00	54,328.00	-483.00	53,845.00
	5400	INSURANCE	502,141.00	595,641.00	.00	595,641.00
	5500	OPERATIONS & HOUSEKEEPING SRVC	2,966,017.00	2,972,956.33	797.13	2,973,753.46
	5600	RENTS,LEASES,REPAIRS,IMPRVMNTS	745,997.00	835,647.00	18,059.00	853,706.00
	5710	DIR COSTS FOR INTRPRG SERVICES	.00	.00	382.00	382.00
	5750	DIR COSTS FOR INTERFUND SVCS	.00	7,861.00	-5,381.00	2,480.00
	5800	OTHER SVCS & OPER EXPENDITURES	3,643,205.00	5,559,633.00	215,700.00	5,775,333.00
	5900	INTERGOVERNMENTAL FEES	510,038.00	516,113.00	11,051.00	527,164.00
	6200	BLDGS & IMPROVEMENT OF BLDGS	1,425,934.00	1,804,854.00	6,029.00	1,810,883.00
	6400	EQUIPMENT	56,500.00	115,014.00	44,678.00	159,692.00
	6500	EQUIPMENT REPLACEMENT	2,500.00	54,020.00	17,000.00	71,020.00

75 Tracy Jt. Unified School Dist.

Restricted and Unrestricted

FISCAL YR: 08

FUND	APPROVED OBJECT	DESCRIPTION	07/18/2007 ADOPTED BUDGET	12/01/2007 REVISED BUDGET	BUDGET ADJUSTMENTS	12/31/2007 REVISED BUDGET
01	7130	STATE SPECIAL SCHOOLS	40,000.00	40,000.00	.00	40,000.00
	7142	TUITION, EXCESS COSTS TO COE	550,726.00	550,726.00	.00	550,726.00
	7310	TRANSFERS OF INDIRECT COSTS	.00	.00	988.00	988.00
	7350	TRANS OF INDIRECT - INTERFUND	-200,951.00	-216,106.00	.00	-216,106.00
	7438	DEBT SERVICE - INTEREST	13,267.00	13,267.00	.00	13,267.00
	7439	DEBT SERVICE - PRINCIPAL	131,304.00	137,896.00	877.00	138,773.00
	7611	FROM GEN FUND TO CHLD DEV FUND	.00	25,000.00	.00	25,000.00
	7612	BETWEEN GEN FND & SP RSRVE FND	28,700.00	28,700.00	.00	28,700.00
	7613	ST SCH BLD FND OTH FND OF DIST	50,000.00	50,000.00	.00	50,000.00
	7615	FROM GEN/SPC/BLDG TO DEF MAINT	633,761.00	633,761.00	.00	633,761.00
	7619	OTHER AUTH INTRFND TRNSFRS OUT	63,869.00	178,228.00	336,051.00	514,279.00
	TOTAL EXPENSE		127,222,388.00	137,525,687.13	270,431.63	137,796,118.76

75 Tracy Jt. Unified School Dist.

Restricted and Unrestricted

FISCAL YR: 08

APPROVED			07/18/2007	12/01/2007	BUDGET	12/31/2007
FUND	OBJECT	DESCRIPTION	ADOPTED BUDGET	REVISED BUDGET	ADJUSTMENTS	REVISED BUDGET
01	8011	REVENUE LIMIT ST AID-CURR YEAR	67,033,230.00	66,885,149.00	.00	66,885,149.00
	8021	HOME OWNERS EXEMPTION	.00	.00	.00	.00
	8040	COUNTY & DISTRICT TAXES	22,947,117.00	23,006,753.00	.00	23,006,753.00
	8042	UNSECURED ROLL TAXES	658,702.00	658,702.00	.00	658,702.00
	8043	PRIOR YEARS' TAXES	59,656.00	59,656.00	.00	59,656.00
	8044	SUPPLEMENTAL TAXES	134,169.00	134,169.00	.00	134,169.00
	8045	ED REVENUE AUGMENT FUND (ERAF)	6,641,534.00	6,641,534.00	.00	6,641,534.00
	8091	REVENUE LIMIT TRANSFERS	.00	.00	.00	.00
	8092	PERS REDUCTION TRANSFER	453,295.00	453,621.00	.00	453,621.00
	8096	TRANSFERS TO CHARTERS, IN LIEU	-1,350,171.00	-1,300,923.00	.00	-1,300,923.00
	8181	SP ED-ENTITLEMENT	1,985,750.00	1,985,750.00	.00	1,985,750.00
	8182	SP ED-DISCRETIONARY GRANTS	217,225.00	217,227.25	.00	217,227.25
	8290	ALL OTHER FEDERAL REVENUES	1,691,350.00	2,361,915.00	93,273.00	2,455,188.00
	8311	OTH ST APPORTIONMENTS-CURR YR	2,257,588.00	2,795,922.00	.00	2,795,922.00
	8434	CLASS SIZE REDUCTION K-3	3,121,206.00	3,130,310.00	.00	3,130,310.00
	8560	STATE LOTTERY REVENUE	2,290,094.00	2,307,903.00	.00	2,307,903.00
	8590	ALL OTHER STATE REVENUES	7,577,476.00	7,032,391.00	349,968.00	7,382,359.00
	8660	INTEREST	800,000.00	811,608.00	.00	811,608.00
	8675	TRANSPORTATION FEES FROM INDIV	82,260.00	82,260.00	.00	82,260.00
	8677	INTERAGENCY SVCS BETWEEN LEA'S	1,245,631.00	1,260,561.00	700.00	1,261,261.00
	8689	ALL OTHER FEES & CONTRACTS	28,700.00	28,700.00	.00	28,700.00
	8699	ALL OTHER LOCAL REVENUES	3,271,970.00	3,673,178.25	181,675.63	3,854,853.88
	8792	TRANS OF APPORTION FROM CO OFF	3,725,425.00	3,725,481.00	.00	3,725,481.00
	8919	OTH AUTH INTERFUND TRANS IN	45,500.00	437,068.00	6,029.00	443,097.00
	8965	TRANS FROM FND OF LAPSED/REORG	.00	953,225.00	.00	953,225.00
	8972	PROCEEDS FROM CAPITAL LEASES	.00	.00	4,380.00	4,380.00
	8980	CONTRIBUTE FROM UNRSTRCTD REV	.00	.00	.00	.00
	8990	CNTRIBUT/TRANS FRM RSTR/UNREST	.00	.00	.00	.00
TOTAL REVENUE			124,917,707.00	127,342,160.50	636,025.63	127,978,186.13

75 Tracy Jt. Unified School Dist.

Restricted and Unrestricted

FISCAL YR: 08

FUND	OBJECT	DESCRIPTION	BEGINNING BALANCE	12/01/2007 REVISED BALANCE	ADJUSTMENTS	12/31/2007 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	-1,697,228.69	-365,594.00	-2,062,822.69
	9791	BEGINNING BALANCE	-15,445,570.32	-15,445,570.32	.00	-15,445,570.32
	9793	AUDIT ADJUSTMENTS	.00	.00	.00	.00
	9795	OTHER RESTATEMENTS	.00	.00	.00	.00
	9798	BUDGET FUND BALANCE OFFSET	13,140,889.32	5,262,043.69	365,594.00	5,627,637.69
	9799	K12 NET GAIN OR LOSS	.00	10,183,526.63	-365,594.00	9,817,932.63



BUSINESS SERVICES MEMORANDUM

To: Dr. James Franco, Superintendent
From: *cg* Dr. Casey Goodall, Assoc. Superintendent of Business Services
Date: January 4, 2008
Subject: Approve Accounts Payable Warrants (December, 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 (December, 2007)

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



BUSINESS SERVICES MEMORANDUM

To: Jim Franco Ed.D., Superintendent
From: *Casey* Casey Goodall, Assistant Superintendent for Business
Date: January 4, 2008
Subject: Approve Payroll Reports (June-December 2007)

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

RATIONALE: The Board of Trustees is required by law to approve the total expenditures of the district. The Board has requested to review detailed backup for expenditures.

This agenda item meets Strategic Goal # 7-Develop Powerful Educational Leaders.

FUNDING: N/A

RECOMMENDATIONS: Approve Payroll Reports

Prepared by: Reed Call, Director of Financial Services



BUSINESS SERVICES MEMORANDUM

TO: Dr. James C. Franco, Superintendent
FROM: Dr. Casey Goodall, Associate Superintendent for Business
DATE: January 10, 2008
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/Merrill West High School: From: West High School Future Homemakers of America Club, attn: Lucinda Bliss, teacher, 1775 West Lowell Avenue, Tracy, CA 95376. Donation: \$731.65 (check no. 14173 dated 12/4/07). Following Board acceptance, the funds will be deposited into the District miscellaneous clearing account (01/8699-700-6593), in order to purchase a Real Care Baby Simulator for use in the Home Economic/Child Development classes at West High School.
2. Tracy Unified School District/D.A.R.E. Program: From: R&S Farms, Inc., dba: Reeve-Associates Real Estate, attn: Gary Reeve, Owner, 35 East 10th Street, Suite E-3, Tracy, CA 95376. Donation: \$2,500.00 (check no. 3226, dated 12/28/07). Following Board acceptance, the funds will be used for the purchase of materials, facilities needs, etc., for the D.A.R.E. officers and program.
3. Tracy Unified School District/Jacobson Elementary School: From: Jacobson Elementary School Parent Teacher Association, attn: Tracy Troche, Secretary, c/o JES, 1750 West Kavanagh Avenue, Tracy, CA 95376. Donation: \$17,000.00 (check deposited into account: 01-/8699-250-3303). Following Board acceptance, the funds will be used to purchase playground equipment for Jacobson Elementary School.

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 donations from the individuals , organizations, and businesses mentioned above, 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.



BUSINESS SERVICES MEMORANDUM

To: James Franco, Superintendent
From: C. Goodall, Assistant Superintendent for Business
Date: January 14, 2008
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	8/28/2008
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- 5535info@rankastheatre.com	1/9/08	8/20/2008
10/9/2007	North	Percussion Discussion Ken Bergmann's 925-755- 3786percuss@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 2

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
11/13/2007	McKinley	Bureau of Lectures, John Tacha, 800 255 0084, Terry Lyman@hotmail.com	2/13/2008	8/20/2008
11/13/2007	Williams	Ancient Artifacts, Konstantina Delfakis, kdthegreat73@yahoo.com, (916) 799-0321	11/13/07	10/15/2008
	Freiler	Live Oaks Education Theater, Michael Oakes, 707-643-7819, livesoakes@hotmail.com	1/8/08	9/15/2008
	West High School	Kaiser Permanente, Dean Starnes, 510-987-2223, dean.starnes@kp.org, www.kp.org/etp	2/19/08	1/1/2008
	Any	Lokes Looks, Mary Saunders, richardes@comcast.net, 832-9753, cell: 510-750-8449	N/A	3/1/2008

*Will need insurance renewal before date of assembly 2



ADMINISTRATIVE SERVICES MEMORANDUM

TO: Board of Education
FROM: Dr. James C. Franco, Superintendent
DATE: August 7, 2007
SUBJECT: Adopt Resolution No. 07-13 to Excuse Meeting Absence of Board Member

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

RATIONALE: Board of Education member Tom Hawkins was absent for a meeting held November 13, 2007, due to unexpected surgery, and on December 11, 2007, due to a subsequent hospitalization. The Board of Education finds that Tom Hawkins' absence from the meetings of November 13, 2007, and December 11, 2007, were due to hardships deemed acceptable by the Board of Education;

FUNDING: Unrestricted General Fund, Previously Budgeted.

RECOMMENDATION: Adopt Resolution No. 07-13 to Excuse Meeting Absence of Board Member.

Prepared by: Dr. James C. Franco, Superintendent



**TRACY UNIFIED SCHOOL DISTRICT
RESOLUTION NO. 07-13
Resolution to Excuse Meeting Absence of Board Member**

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

WHEREAS, Board of Education member Tom Hawkins was absent for a meeting held November 13, 2007, due to unexpected surgery, and on December 11, 2007, due to a subsequent hospitalization;

NOW, THEREFORE, BE IT RESOLVED that the Board of Education finds that Tom Hawkins' absence from the meetings of November 13, 2007, and December 11, 2007, were due to hardships deemed acceptable by the Board of Education;

BE IT FURTHER RESOLVED that the Board of Education therefore determines that Mr. Hawkins shall be paid for his absences from the meetings of November 13, 2007, and December 12, 2007, and further directs that the adoption of this Resolution shall be recorded in the minutes of this meeting of January 22, 2008.

Resolved this 22nd day of January, 2008, at a regular meeting of the Board of Education of the Tracy Unified School District by the following vote:

AYES:

NOES:

ABSENT:

ABSTENTION:

**PRESIDENT, BOARD OF EDUCATION
TRACY UNIFIED SCHOOL DISTRICT**

Attest:

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

Clerk
Board of Education
Tracy Unified School District



BUSINESS SERVICES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: Dr. Casey Goodall, Assistant Superintendent for Business
DATE: January 16, 2008
SUBJECT: Approve Career Technical Education Grant Applications to the California Department of Education for Career Technical Educational Facilities Grants as Authorized Under Assembly Bill 127

BACKGROUND: Proposition 1D provided \$500 million for the purpose of constructing new facilities or reconfiguring existing facilities for Career Technical Educational (CTE) purposes. TUSD can apply for funding for a new construction or modernization project at our comprehensive high schools. The grant amount is based on the estimated or actual cost to construct and equip a CTE facility. The grant for new construction can be as much as \$3 million per project and a grant for modernization can be as much as \$1.5 million per project.

Applications require that the District indicate the costs and square footage of the new construction or modernization of the facility being constructed, modernized, reconfigured and/or equipped. CTE grants require a 50% District matching share. The District can have more than one project per site. Completed applications for the second funding cycle are due February 3, 2008.

RATIONALE: District staff met with a number of CTE teachers who overwhelmingly expressed an interest in competing for the grant funds. Staff has drafted applications for Health Science and Medical Technology Industry Sector: Biotechnology Research and Development Pathway and Agriculture and Natural Resources Industry Sector: Agriscience Pathway for Tracy High School (THS) and Health Science and Medical Technology Industry Sector: Support Services Pathway and is resubmitting an application for Building Trades and Construction Industry Sector: Residential and Commercial Construction Pathway for Kimball High School (KHS). Funds already designated for the modernization of THS can be counted towards our District's matching share as well as new construction funds allocated to the construction of KHS.

FUNDING: No funding implications at this time.

RECOMMENDATION: Approve Career Technical Education Grant Applications to the California Department of Education for Career Technical Educational Facilities Grants as Authorized Under Assembly Bill 127

Prepared by: Denise Wakefield, Director of Facilities



ADMINISTRATIVE SERVICES MEMORANDUM

TO: Board of Education
FROM: Dr. James C. Franco, Superintendent
DATE: January 14, 2008
SUBJECT: Approve Special Services Contract with "Empowering Parents" to Present at the College Fair on March 15, 2008, at West High School

BACKGROUND: A college fair is being organized by a number of community groups and the school district for March 15, 2008. The purpose of the college fair is to provide students and parents with information on how to prepare for college. They will also work with interested parents on how to develop a college bound Tracy program.

RATIONALE: College Bound San Diego is a successful non-profit organization that offers parent and student workshops for college preparation. They will send two presenters to the workshop to provide keynote speeches and offer their specially developed program entitled "Empowering Parents" which will give parents tools to help them prepare their students for college. This organization has received national recognition for their work.

FUNDING: The cost is \$2500.00 for both presenters. This will be paid from program expansion and includes expenses. The workshop coordinators continue to look for sponsors to share this cost.

RECOMMENDATION: Approve Special Services Contract with "Empowering Parents" to Present at the College Fair on March 15, 2008, at West High School.

Prepared by: Dr. James C. Franco, Superintendent



TRACY UNIFIED SCHOOL DISTRICT
District Education Center
1875 West Lowell Avenue
Tracy, CA 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

(NOTE: This agreement must be accompanied by a purchase requisition or purchase order with the account number noted on the agreement and all insurance certificates including endorsements)

This Agreement, by and between Tracy Unified School District, hereinafter referred to as "District" and EMPOWERING PARENTS, 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 conditions:

1. Contractor shall perform the following duties: Present two speakers at the college fair at West High on March 15, 2008.
2. Contractor will provide the above service(s), as outlined in Paragraph 1, for a period of up to a total of _____one (1)_____day under the terms of this agreement.
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
 - a. Districts shall pay a flat fee of \$2500 (which includes expenses). Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
 - b. Districts shall not reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services. Reimbursement of expenses shall not exceed (included in flat fee).
 - c. District shall make payment 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 printing and equipment rental.

Agreement for Special Contract Services:

4. The term of this agreement shall commence on March 15, 2008 and shall terminate on March 15, 2008.
5. This agreement may be terminated at any time during the term by either party upon thirty (30) days written notice.

Agreement for Special Contract Services:

Contractor shall contact the District's designee, Dr. James Franco, at (209)830-3201, with any questions, regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.

6. The parties intend that an independent contractor relationship be created by this contract and District assumes no responsibility for worker's 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 Contractor and agrees to hold harmless and to indemnify District for: (an insurance certificate and endorsement shall be provided to the District upon completion and/or signing of this agreement, which must accompany the Board Agenda Request form and Agenda Item).

Any injury to person and 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 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 this or her own cost, expenses and risk, shall defend any and all actions, suits or other legal proceedings that may be instituted against District for any such claim or demand, and pay or satisfy any judgment that may be rendered against District in any such action, suit or legal proceedings or the result thereof.

7. This Agreement is for the personal services of the Contractor and may not assign the performance of the services to any person or persons who are not parties to this contract/agreement except for employees of Contractor.
8. Contractor certifies that his or her current employer, if any, is fully cognizant of this Agreement and that payments thereunder are not in conflict with any federal, state or local statutes, rules or regulations, or with any policies of Contractor's current employer.

Agreement for Special Contract Services:

9. District shall become the owner of, and entitled to, exclusive possession of all records, documents, graphs, photographic or other reproductions of any kind produced in the scope of services performed and no other uses thereof, will be permitted except by permission of the District. Proprietary materials will be exempted from this clause.
10. Consultant/Contractor certifies that he or she is not an employee of the District and is self-employed in the performance of the services specified. Consultant agrees that he or she assumes all responsibility in relation to providing the District with an Employer Identification number or Social Security number as required by IRS regulations in relation to the conduct of his or her business.

AGREED:_____
Consultant Signature (1)_____
Tracy Unified School District (Superintendent or designee)_____
Social Security Number/Tax ID #_____
Date_____
Date_____
Title_____
Title_____
Account number to be charged_____
Address_____
Department / Site Approval_____
Phone No. (with area code)_____
Date Approved by the Board

Send copies to: _____, Financial Services with purchase requisition for processing of payment(s) as noted in the agreement, Facilities Use, Business Services Office, Superintendent's Office with Agenda Item material, Site file

Ref: <https://staff.tusd.net/personal/clyons/Private Documents/Agreements/Agreement for Use of Consultant Services 1 14 05.doc>



EDUCATIONAL SERVICES MEMORANDUM

To: James C. Franco, Ed.D. Superintendent
From: *JA* Sheila Harrison, Ed.D. Assistant Superintendent of Educational Services
Date: *JA* January 9, 2008
Subject: Ratify Master Contract with Excelsior Youth Centers, Inc.

BACKGROUND: A student with severe mental health needs was placed last school year in a non-public school in Colorado. County Mental Health and the District work collaboratively to place students in out-of-state residential treatment programs. This child continues to need this program and will continue there until her graduation date in late May 2008. Ratification of the master contract is necessary because the IEP team has already determined that this placement is vital to the continued safety and development of this student.

RATIONALE: Districts must offer a continuum of services, including nonpublic schools, to students with exceptional needs. Less restrictive placements have not been effective in meeting this student's needs. This request supports Strategic Goal #2, "Create Quality Learning Environments."

FUNDING: The 2007-2008 school year at this non-public school consists of a total of 210 days at \$73.30 per day. In the case of residential placements, county mental health pays the residential and mental health costs, while districts pay the educational costs. Annual cost for education for this student is \$15,393.00 with a one-time transportation cost of \$3,018.48, for a total of \$18,411.00. Nonpublic tuition expenses are budgeted in account #01-6500-0-5750-1110-5800-800-2542.

RECOMMENDATION: Ratify Master Contract Agreements with Excelsior Youth Centers, Inc.

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

Tracy Joint Unified School District
CONTRACT YEAR -- 2007-2008

AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES
MASTER CONTRACT

(Education Code Section 56157, 56365, et. seq.)

DEFINITIONS

- A.** This Master Contract is made and entered into this 1st day of July, between the district, Tracy Unified School District hereinafter referred to as the local educational agency ("LEA") and Excelsior Youth Center, (nonpublic, nonsectarian school or agency), hereinafter referred to as NPS/A or "CONTRACTOR" for the purpose of providing special education and related services to individuals with exceptional needs (IWEN) under the authorization of Education Code (EC) Sections 56157 and 56365-56366.6
- B.** It is understood that this agreement does not commit LEA to payment for special education and related services provided to any individual unless, and until, an Individual Service Agreement (ISA) is executed between LEA and CONTRACTOR on behalf of such individual. Given the fact that it is the district's responsibility to assure that appropriate services are provided to the student, the district will either provide them, subcontract with other agencies per Section 4, or contract with respective NPS. The Director/Designee of the LEA's SPECIAL EDUCATION Unit may give interim telephone approval to the CONTRACTOR.
- C.** A current copy of CONTRACTOR's California Department of Education (CDE) Nonpublic School/Agency Certification approved by the California State Board of Education is attached hereto. In the event of a delay in certification by CDE, the CONTRACTOR shall forward, upon receipt, copies of the appropriate documentation from CDE that verifies the delay (e.g. waiver of certification, extension letters, etc.)
- D.** If a pupil is enrolled in a NPS/A with the approval of the LEA prior to a contract or ISA, the LEA shall issue a warrant for services, up to 90 days. If after 60 days the Master Contract has not been finalized, either party may appeal pursuant to EC 56366(c).
- E.** A NPS/A that proposes to initiate or expand services to pupils currently educated in the immediate prior fiscal year in a juvenile court program, community school or other non special education program, must notify the County Superintendent and the Special Education Local Plan Agency (SELPA). Notification must be no later than December 1 prior to the new fiscal year in which the proposed or expanding school intends to initiate services.
- F.** If certification expires during the contract period, CONTRACTOR must provide an updated copy. This Agreement will terminate if such certification or waiver is expired, revoked, rescinded, or otherwise nullified during the effective period of this Agreement. After termination (or during suspension), no services shall be performed where reimbursement is expected. From the initial effective date until the termination (suspension) date, the contract is in force and its terms and conditions are binding upon the parties.
- G.** Any educational funds received from an LEA for educational costs of IWENs it has placed shall be used solely for those purposes and not for the costs of a residential program.
- H.** A facility may not require, as a condition of placement that a child be identified as an IWEN.
- I.** Educational services shall occur at the school site, unless otherwise specified by the pupil's Individual Education Program/Individual Family Service Plan (IEP/IFSP).
- J.** Only those NPS/As who employ staff who hold a certificate permit or other document equivalent to that which staff in public school are required to hold in the service rendered are eligible to receive certification.
- K.** "Superintendent" as used in this agreement, shall mean State Superintendent of Schools.

CONTRACT RELATIONS AND INSURANCE PROVISION

1. MODIFICATIONS AND AMENDMENTS

- 1.1. This contract may only be modified or amended by a written document executed by CONTRACTOR and LEA.
- 1.1.1. This contract shall include an ISA prepared by the LEA within three (3) business days in accordance with the IEP for each pupil who is scheduled to receive special education and/or designated instruction services through a NPS/A.
- 1.2. 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 IEP on the IEP forms of the LEA, mediated agreement, an order from the Office of Administrative Hearings Special Education Unit ("OAH"), and/or an order rendered by a court of competent jurisdiction.
- 1.3. At any time during the term of the contract, the parent, NPS/A or LEA may request a review of a pupil's IEP, subject to all procedural safeguards required by law.
- 1.4. Changes in the administrative or financial agreements of the contract which do not alter the ISA that outlines each pupil's educational instruction, services or educational placement may be made at any time during the term of the contract, as mutually agreed in writing by CONTRACTOR and LEA.
- 1.5. Neither CONTRACTOR nor LEA is required to renew this Master Contract in subsequent years.

2. RENEWAL OF CERTIFICATION

- 2.1. The NPS shall provide the SELPA in which they are located with written notification of its intent to seek recertification per EC 56366.1 and no later than September 30th.

3. NOTICES

All notices involving: 1) revocation of CONTRACTOR's certification, 2) Master Contract disputes, 3) changes of LEA pupil's residence outside of current LEA attendance area, 4) termination of ISA, 5) termination of Master Contract, 6) notification of cancellation or material change in CONTRACTOR's or LEA's insurance coverage, and 7) LEA's reasonable objections to a subcontractor's liability insurance policy, are required to be given to the LEA and/or CONTRACTOR in writing and shall be delivered in person, by certified/registered mail, or by other delivery service.

Notices/bills mailed to LEA shall be addressed to:

Attention:

Nancy E. Hopple, Director of Special Education

Name

Tracy Unified School District

LEA

1875 W. Lowell Avenue

Address

Tracy CA 95376

City State Zip

209-830-3270 209-830-3274

Phone Fax #

Notices to CONTRACTOR:

Name

Excelsior Youth Center.

Nonpublic School/Agency

15001 East Oxford Ave..

Address

Aurora CO 80014

City State Zip

(303) 693-1550 (303) 693-8309

Phone Fax#

4. **DISPUTES**

- 4.1. 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 or designee when the County Superintendent is a party to the contract. The County Superintendent, or the State Superintendent, or designee, shall render a decision in writing which shall be binding upon the parties.

5. **SUBCONTRACTOR AND ASSIGNMENT**

- 5.1. This contract binds the successors, assignees, agents and representatives of CONTRACTOR.
- 5.2. CONTRACTOR shall not enter into subcontracts for any of the work contemplated under this contract without first obtaining written approval from LEA.
- 5.2.1. Such approval shall be attached and made part of this contract, as well as the contract with the subcontractors.
- 5.2.2. Subcontracts shall be entered into only with NPS/As certified by the CDE. If a NPS/A certified by the CDE is not available, subcontracts may be entered into with personnel who are licensed according to Title V regulations.
- 5.3. During the entire term of this contract and any extension or modification thereof, CONTRACTOR assures LEA that subcontractors 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 \$3,000,000 combined single limit for all damages arising from each accident or occurrence and \$500,000 for all damages arising out of injury to or destruction of property for each accident or occurrence.
- 5.3.1. The CONTRACTOR shall provide for the insurance provider to send written notice of cancellation to the CONTRACTOR and the LEA at least thirty (30) days prior to cancellation or material change in coverage.
- 5.4. CONTRACTOR assures LEA that subcontractors providing transportation shall keep in effect a liability insurance policy providing at least \$3,000,000 coverage, per occurrence.
- 5.4.1. Transportation subcontractors shall submit copies of insurance policies upon request of the LEA. Certificates of insurance may be acceptable proof, provided that the information thereon is adequate and verifiable.

6. **INDEPENDENT CONTRACTOR STATUS**

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

7. **CONFLICT OF INTEREST**

- 7.1. CONTRACTOR agrees to furnish to LEA a copy of its current list of bylaws, and a current list of its Governing Board of Directors (or Trustees), if it is incorporated.
- 7.2. 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.
- 7.3. No employee, staff member, volunteer, officer, agent, consultant or member of the Board of Directors of CONTRACTOR and no employee, staff member, volunteer, officer, agent, consultant, or member of the Board of Directors of any of the CONTRACTORS' related entities shall serve as a surrogate parent for a student receiving educational services at CONTRACTOR'S NPS.

8. TERMINATION

- 8.1. This Master Contract may be terminated with cause during the effective period of the Contract. The contract may be terminated without cause at any time during the effective period if the parties mutually agree in writing to such early termination.
- 8.1.1. To terminate the contract with cause, either party shall give twenty (20) days written notice prior to the date of the termination.
- 8.1.2. LEA shall not be required to give twenty (20) days notice of termination when the health and/or safety of student/staff are endangered.
- 8.1.3. Prior to the termination of this agreement for cause, LEA will provide written notice to the NPS of the conditions that, in the opinion of LEA, are grounds for a termination for cause.
- 8.1.3.1. The NPS shall have ten (10) business days to respond in writing to these concerns.
- 8.1.3.2. Within ten (10) business days of the NPS response, LEA and NPS shall meet to agree upon a Plan of Correction by which the NPS can correct and resolve the final agreed upon items that must be corrected to prevent termination.
- 8.1.3.3. Following the development of the Plan of Correction, the NPS shall have ten (10) business days to implement all agreed upon corrections and to provide written notification to the LEA of the successful completion of the changes.
- 8.1.3.4. This provision shall not apply if Section 8.1.2 is invoked due to a health and/or safety risk to the students.
- 8.1.4. Upon termination of CONTRACTOR, LEA shall pay without duplication, for all services not under dispute and for verified expenses incurred to date of termination.
- 8.2. 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.
- 8.3. When the LEA becomes aware that the pupil's education is no longer its responsibility, the LEA shall provide written notice within one (1) business day to CONTRACTOR for termination of the ISA.
- 8.4. The LEA shall not terminate an ISA because of the availability of a public class initiated during the course of the contract unless the parent agrees to the transfer of a pupil to a public school program, or pursuant to an order from OAH and/or an order rendered by a court of competent jurisdiction.

9. INSPECTION AND AUDIT

- 9.1. 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.
- 9.2. 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.
- 9.3. Fiscal records are maintained by CONTRACTOR for five (5) years and are available for audit.
- 9.4. Commencing July 1, 2006 the NPS shall submit the following to the CONTRACTOR: 1) separate financial records for each entity a NPS/A operates with each entity identified separately from any licensed children's institutions (LCI) it operates, and 2) an annual budget for each entity demonstrating that rates are reasonable to support the operation shall be submitted by June 1st of each contract year. An entity wide annual audit shall be submitted that clearly documents the amount of monies received and expended on the education program provided by the NPS shall be submitted no later than 7 months following completion of the fiscal year. Relationship between various entities operated by the same entity shall be documented.

10. INDEMNIFICATION

CONTRACTOR shall indemnify, defend, and hold harmless LEA and its governing board, officers, officials, employees, agents and volunteers from and against all liability, loss, damage, expense, costs (including, without limitation, costs and fees of litigation, regardless of the forum of the litigation) of every nature arising out of or in connection with CONTRACTOR'S performance of services under this contract or its failure to comply with any of its obligations contained in this contract, except such loss or damage which was caused by the sole negligence or willful misconduct of LEA.

11. INSURANCE

11.1. 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 \$3,000,000 combined single limit for all damages arising from each accident or occurrence and \$3,000,000 combined single limit for all damages arising out of injury to or destruction of property for each accident or occurrence.

11.2. No later than the effective date of this contract, CONTRACTOR's insurer shall provide LEA with satisfactory evidence of the insurance required by this section. CONTRACTOR will send written notice of cancellation to the LEA at least thirty (30) days before cancellation of/or material change to the coverage specified in 11.1 above.

11.3. CONTRACTOR shall, at its own cost and expense, procure and maintain insurance under the Worker's Compensation law. Failure to maintain the above mentioned insurance coverage shall be cause for termination of this contract.

11.4. 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.

11.5. 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.

12. FREE AND APPROPRIATE PUBLIC EDUCATION (FAPE)

12.1. In addition to the certification requirements set forth in Sections 56366 and 56366.1, a NPS/A that provides special education and related services to an IWEN shall certify in writing to the superintendent that it meets all of the following requirements:

12.1.1 It will not accept a pupil with exceptional needs if it cannot provide or ensure the provision of the services outlined in the pupil's IEP.

12.1.2 Pupils have access to the following educational materials, services, and programs to the extent available at the LEA in which the NPS/A is located.

12.1.2.1 Standards-based, core curriculum and the same instructional materials used by the LEA in which the NPS/A is located.

12.1.2.2 College preparation courses.

12.1.2.3 Extracurricular activities, such as art, sports, music, and academic clubs.

12.1.2.4 Career preparation and vocational training, consistent with transition plans pursuant to state and federal law.

12.1.2.5 Supplemental assistance, including individual academic tutoring, psychological counseling, and career and college counseling.

- 12.1.3 The teachers and staff provide academic instruction and support services to pupils with the goal of integrating pupils into the least restrictive environment pursuant to federal law.
- 12.1.4 The school has and abides by a written policy for pupil discipline which is consistent with state and federal law and regulations.
- 12.2. CONTRACTOR shall make no charge of any kind to parents for educational activities and related services specified on the pupil's IEP. This includes 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 ISA, 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.
- 12.3. Unless the extra curricular activities take 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.
- 12.4. CONTRACTOR shall provide special education and/or related services to LEA students within the NPS/A which are consistent with the students' IEPs and as specified in the students' ISAs. CONTRACTOR shall be responsible for the provision of all appropriate supplies, equipment, or facilities for a pupil as required in his or her IEP. The responsible agency for specialized equipment shall be designated on the IEP.

13. DEFINITION OF PARENT

- 13.1. For the purpose of the contract, a parent is the natural parent, adoptive parent, legal guardian or surrogate parent who is appointed by the District (LEA) in compliance with EC 56050 or as otherwise provided by law.
- 13.2. CONTRACTOR acknowledges and agrees that under legally defined circumstances, the LEA is the entity that has the authority to appoint a surrogate parent for students under its jurisdiction and receiving educational services at CONTRACTOR'S NPS.
- 13.3. In addition, CONTRACTOR acknowledges and agrees that only a parent who holds educational rights for his/her child may designate another adult individual to represent the interests of his/her child for educational and related services.

14. DEFINITION OF DAY

- 14.1. For the purpose of the contract, "days" refers to calendar days unless otherwise specified.

15. QUALIFIED PERSONNEL AND CLASS SIZE

- 15.1. CONTRACTOR shall provide appropriately credentialed teachers and substitute 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. This is in effect unless the CDE has granted a written waiver with respect to state laws, regulations or the LEA with respect to its requirements.
- 15.1.1. CONTRACTOR, pursuant to Title V § 3064, shall deliver instruction by utilizing personnel who possess a credential authorizing the holder to deliver special education instruction according to the age range and disabling conditions of the students.
- 15.1.2. CONTRACTOR shall insure that the ratio of credentialed teachers to students is no greater than 1:12. CONTRACTOR is to include auxiliary personnel as needed to ensure a ratio of no less than 1 adult to 6 students.
- 15.1.3. CONTRACTOR shall ensure that staff providing behavior intervention implementation services are qualified and that pupils are receiving the specific level of supervision required by the pupil's IEP. (Title V, Regulation 3001(e))

- 15.2. CONTRACTOR shall comply with EC 45340 through 45356 regarding qualifications of instructional aides and teacher assistants and EC 45349 for volunteers.
- 15.3. Upon submission of the master contract, at the start of each school year, CONTRACTOR shall provide LEA with a list of professional staff and copies of credentials, licenses, and/or registration numbers held by its employees, subcontractors, and agent.
- 15.3.1. CONTRACTOR shall immediately notify LEA and CDE in writing and provide copies of appropriate credential(s) and/or license(s) if a change of staff occurs that directly affects the pupils.
- 15.4. CONTRACTOR shall be responsible for assuring that all fingerprint clearances, credentials, and licenses held by its employees, agents and subcontractors are valid. Education credentials shall be on file at the office of the County Superintendent of Schools. Copies of credentials, licenses, certificates and authorizations for specific agency services shall be attached to this contract.
- 15.5. CONTRACTOR shall notify LEA within three (3) business days in writing and provide copies of appropriate credentials and/or license(s) if a change of staff occurs which directly affects the pupils. CONTRACTOR shall immediately notify LEA in writing when personnel changes occur which may affect the provision of special education and/or related services to LEA students.
- 15.6. CONTRACTOR shall provide copies to LEA of all licenses, credentials, and/or documents evidencing other qualifications of a newly employed, contracted, and/or otherwise hired individual before that individual begins providing special education and/or related services to LEA students.
- 15.7. CONTRACTOR shall require all volunteers, and employees to submit fingerprints consistent with California EC Section 44237 and 45125.1. CONTRACTOR shall certify in writing to the LEA at the beginning of each new contract year that CONTRACTOR has complied with EC 44237 AND 45125.1.
- 15.8. CONTRACTOR shall employ, contract, and/or otherwise hire individuals who are adequately trained and have sufficient experience, according to prevailing professional standards, to provide those services for which the individual is employed, contracted, and/or otherwise hired.
- 15.9. CONTRACTOR shall require submission of written assurances from subcontractors that they have met fingerprint requirements.
- 15.10. When a classroom teacher is absent, CONTRACTOR shall always maintain the contractual teacher to student ratio of 1:12. After three (3) school days of absence of the classroom teacher, the CONTRACTOR shall attempt to employ a fully or emergency credentialed substitute teacher to cover the absent teacher's classroom. If unable to secure a substitute, the CONTRACTOR may reconfigure classes to ensure that students have supervision/instruction by another person with a credential and, at the same time, maintain the contractual teacher to student ratio of 1:12. Upon written or oral request, CONTRACTOR shall provide to LEA documentation of substitute coverage. Substitute teachers shall remain in the classroom during all instructional time.
- 15.10.1 This provision shall apply in all circumstances except those in which a written waiver has been granted by the State of California Board of Education with respect to state laws and regulations or by LEA with respect to the requirements.

16. SCHOOL CALENDAR

- 16.1. CONTRACTOR shall submit a school calendar with the total number of billable days not to exceed 180 instructional days plus such additional days approved in writing by LEA.
- 16.2. Extended School Year (ESY) will be offered for a minimum of twenty (20) days for students in grades preK-12, unless otherwise indicated in the student's IEP.

17. ATTENDANCE ACCOUNTING/REPORTING

- 17.1. Creditable days of attendance are only those days that are included in the submitted and approved school calendar which is attached hereto or as specified in the ISA for each pupil.

- 17.1.1. Creditable days of attendance are those in which instructional minutes meet or exceed those in comparable LEA programs or minutes specified in student's IEP.
- 17.2. CONTRACTOR shall keep attendance of each pupil daily and report attendance monthly with billing invoices to LEA using forms issued by the LEA, with the signature of the person providing the service (i.e., teacher, occupational therapist, speech therapist, etc.).
 - 17.2.1. Separate attendance forms must be submitted for all related services as specified on IEP.
 - 17.2.2. 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.
- 17.3. CONTRACTOR shall permit LEA representatives, upon reasonable notice, to meet with staff of CONTRACTOR for the purpose of discussing attendance reporting.
- 17.4. The LEA, Tracy Unified School District shall be notified immediately when the CONTRACTOR becomes aware of an emergency change of placement (e.g. hospitalization, juvenile hall, etc.,) and when the student returns to school.
- 17.5. CONTRACTOR shall notify parents in writing of their obligation to notify the CONTRACTOR of changes of pupil's/parent's residence.
- 17.6. Within one (1) business day after CONTRACTOR becomes aware of pupil's and/or parent's change of residence, the CONTRACTOR shall notify LEA, on forms provided by LEA, of said change of residence.
 - 17.6.1. Costs for services delivered after the actual date of a pupil's change of residence to another district will not be the responsibility of the LEA.
 - 17.6.2. If the pupil is a Chapter 26.5 eligible student enrolled in a residential NPS placement covered by this contract and the pupil's parent moves to another SELPA, the current SELPA will be fiscally responsible for NPS placement and service as outlined in the pupil's IEP until the end of the current fiscal year. Provisions of McKinney Vento (homeless) legislation will be followed.
- 17.7. CONTRACTOR shall immediately report by telephone and fax to LEA Tracy Unified School District if a pupil is disenrolled from the NPS by the parent.
 - 17.7.1. CONTRACTOR shall confirm such telephone call in writing.
- 17.8. No later than the 4th consecutive day of a pupil's absence, CONTRACTOR shall notify LEA, Attn: Nancy E. Hopple, Director of Special Education.
 - 17.8.1. If CONTRACTOR fails to provide such notice after the 4th consecutive absence, the CONTRACTOR shall not be compensated for services delivered after the 4th day of absence.
- 17.9. For students whose parents live in the district and for students residing in Licensed Children's Institutions or Foster Family Homes, the LEA shall reimburse CONTRACTOR for five (5) excused absences per semester.
 - 17.9.1. Other than the allowable five (5) excused absences per semester, CONTRACTOR's payment will be based on the student's actual attendance at the site where the NPS/NPA service is to be provided per student's IEP. For this provision, ESY will be considered part of the previous semester.
 - 17.9.2. For each absence over the allowed five (5) excused absences per semester, the aforementioned reimbursement/payment will be reduced by the local daily revenue amount, \$32.60. All appropriate claims for the allowable excused absences must be verified and maintained by the service provider.
 - 17.9.2.1. The excused absence verification/documents shall be sent with the attendance register to the LEA with the signature of the person providing the service (i.e., teacher/occupational therapist/speech therapist).

18. INSTRUCTIONAL MINUTES

- 18.1. The total number of instructional minutes per school day provided by CONTRACTOR shall be equivalent to the number of instructional minutes established for LEA schools and shall be specified in the ISA developed for each pupil.

- 18.1.1. Unless otherwise specified on the student's IEP, the number of instructional minutes per day shall be the following, which includes recess, lunch and passing time.
 - 18.1.1.1. 150 instructional minutes for pre-kindergarten,
 - 18.1.1.2. 200 instructional minutes for kindergarten,
 - 18.1.1.3. 300 instructional minutes for elementary grades one through eight, and
 - 18.1.1.4. 360 instructional minutes for secondary grades nine through 12.
- 18.1.2. Minimum day is equal to 240 instructional minutes, which includes breaks, recess, and lunch.
- 18.2. The total number of annualized minutes of instruction shall be equivalent to those provided to other students in the LEA.
- 18.3. Lunch and breaks may only be considered instructional time if the student requires goals and objectives for that time and are written in the IEP.

19. INDIVIDUALIZED EDUCATION PLAN (IEP)

- 19.1. The CONTRACTOR is responsible for providing the student's special education teacher and the DIS or personnel appropriate to represent the DIS services at required IEP/ITP meetings.
- 19.2. LEA shall provide CONTRACTOR within three (3) business days, a copy of each pupil's IEP as well as available assessment information (e.g.: psycho-educational reports).
- 19.3. A NPS shall ensure the opportunity for private and confidential communication between a pupil of the NPS and any member/s of the IEP team, at the pupil's discretion. The NPS shall provide the LEA with documentation of the method that students are given with respect to the opportunity to speak confidentially to any member of the IEP team. Students shall be notified of this right in a manner consistent with their developmental capacity. The LEA shall be permitted to meet privately and confidentially with the student upon request. NPS shall provide an appropriate area for such meeting.
- 19.4. The LEA shall conduct an annual evaluation as part of the IEP process of whether the placement is the LRE to meet the student's needs.

20. INSTRUCTION/CURRICULUM

- 20.1. CONTRACTOR shall provide pupils a program of educational instruction and services within the NPS/A, which is consistent with each pupil's IEP as specified in each pupil's ISA.
- 20.2. The general program of instruction provided to pupils under ISA shall be responsive to the LEA's required sequence of courses and related curriculum for pupils as well as the California Department of Education Guidelines related to best practices for specific disabilities (e.g., learning handicapped, emotionally disturbed, etc.).
 - 20.2.1. Courses provided by the CONTRACTOR shall parallel the LEA's courses and will be designated by grade level.
- 20.3. CONTRACTOR shall provide pupils a written course of study (EC 33190, 51014) designed to meet or exceed standards for graduation. This shall be described in writing and a copy provided to LEA prior to the effective date of this contract.
 - 20.3.1. It is expected that a student's schedule would reflect those classes that are required for graduation, if on a graduation track. The ESY program should be designed to offer core academics unless otherwise specified on the pupil's IEP.
 - 20.3.2. For a student to be eligible for off-grounds work experience, the student must have achieved a measurable level of responsibility and independence, close to emancipation, or about to be eligible for mainstreaming. It is expected that there would be constant, appropriate, and/or mutually approved supervision of the student. At no time, should a student be unsupervised.

- 20.4. Designated instruction and services provided by a NPA will only be provided during the period of the pupil's regular or extended school year program, or both unless otherwise specified by the pupil's IEP.
- 20.5. CONTRACTOR shall have a plan to implement transition services as stated in the IEP.
- 20.6. CONTRACTOR agrees to use IEP forms/format of the LEA.

21. NUTRITION

- 21.1. The CONTRACTOR is required by the State Meal Mandate (EC 49550) to provide nutritious meals to needy children. Lunch shall be served as close as possible to the mid-day of the instructional program.

22. DISCIPLINE

- 22.1. CONTRACTOR shall certify in writing to the superintendent that it has and abides by a written policy for pupil discipline that is consistent with State and Federal law.
- 22.2. CONTRACTOR shall abide by established LEA policies on prohibition of corporal punishment, pupil transfer, suspensions and expulsions, and positive behavioral interventions.
- 22.3. The site principal of the NPS shall comply with Education Code in fulfilling their responsibilities and duties with respect to the suspension of students.
- 22.4. CONTRACTOR shall have a written policy regarding suspension and expulsion procedures.
- 22.5. CONTRACTOR shall immediately notify and provide written documentation to LEA each time a pupil is suspended, including the reason for said suspension. Written documentation shall include, but not be limited to, pupil's name, date, time, offense, rationale for disciplinary action taken, and attached copy of behavioral intervention plan.

23. MONITORING

- 23.1. 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.
- 23.2. 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, review service logs and related documentation, including the behavioral intervention plan, if any.
- 23.3. CONTRACTOR agrees that LEA representative may make unannounced monitoring visits. LEA representatives making site visits will initially report to CONTRACTOR's site administrative office.
- 23.3.1. The superintendent shall monitor the facilities, the educational environment and the quality of the educational program including the teaching staff, the credentials authorizing service, the standards based core curriculum being employed and the standard focused instructional materials used on a three year cycle, as follows: (1) CONTRACTOR shall complete a self-review in year one; (2) the Superintendent shall conduct an onsite review in year two; and (3) the Superintendent shall conduct a follow-up visit in year three.
- 23.3.2. CONTRACTOR shall participate in any District Review to be conducted as aligned with the CDE On-site Review or more often if necessary. This review will address programmatic aspects of the Nonpublic School/Agency, compliance with relevant state and federal regulations, and Master Contract compliance.
- 23.3.3. CONTRACTOR shall participate in Coordinated Compliance Review ("CCR") and Self Review in accordance with requirements of CDE.
- 23.3.4. CONTRACTOR understands that LEA reserves the right to institute a program audit/review. The program audit/review may include, but is not limited to, a review of core compliance areas of health and safety; curriculum/instruction; related services; and contractual, legal, and procedural compliance.

- 23.4. CONTRACTOR will make site's logs available for inspection by the LEA for: fire drill (EC 32001), and earthquake/disaster drills (EC 35295-35297).
- 23.5. CONTRACTOR will make available for inspection by the LEA, a current listing of names and positions of employees who have access to confidential records. (34CFR 300.572(d)).
- 23.6. All student records shall be kept in a secure location preventing access by unauthorized individuals.
- 23.7. CONTRACTOR will maintain an access log delineating: date, time, purpose of access, agency, and identity of individual for any authorized person accessing student records who is not in the direct employ of the CONTRACTOR.
- 23.7.1. Subcontractors shall not be considered in the direct employ of the CONTRACTOR for the purposes of accessing student records.
- 23.8. CONTRACTOR also agrees to comply with the parental right to request records and the parental right to inspect a student's file as defined in the federal law under Family Educational Rights and Privacy Act of 1974 ("FERPA") and EC §49060 et. seq. and §56000 etc. seq.
- 23.9. CONTRACTOR assures LEA that prescribed and non prescribed medications, are distributed at school only when there is a written statement from the physician detailing the type, administration, method, amount, and time schedule of how the medication is to be taken. All medication shall be kept in a secure location preventing access by students and unauthorized individuals. CONTRACTOR shall also assure LEA that there is a written statement from the parent/guardian or authorized legal agent giving the school permission to dispense prescribed and non-prescribed medication to the student. CONTRACTOR shall keep a written log delineating date, time, amount, medication and name of employee dispensing medication to student.
- 23.10. The LEA will assure that the NPS is in compliance with EC 56366.9 and Sec 1501.1(b) of the Health & Safety Code indicating that children with various handicapping conditions may be placed in the same educational facility and this decision will be made on the basis of individual need under the jurisdiction of a legally constituted IEP team meeting. In addition, if CONTRACTOR is also a licensed childcare institution (LCI), such CONTRACTOR shall adhere to the legal requirement regarding educational placements for LCI pupils as stated in EC § 56366.9. An LCI at which an individual with exceptional needs (IWEN) resides shall not require as a condition of residential placement that it provide the appropriate educational program to that IWEN through a NPS/A owned, operated by or associated with an LCI. Those services may only be provided if the SELPA determines that appropriate public alternative educational programs are not available.
- 23.10.1. The CONTRACTOR will inform other placing agencies of the requirements of 56366.9 and provide the LEA documentation of such.
- 23.11. Oversight and evaluation is accomplished through annual educational progress reports toward the attainment of the goals and objectives as specified in the IEP, written serious incident reports and unannounced site visits.

24. PARENT ACCESS/RIGHTS

- 24.1. CONTRACTOR shall provide for reasonable parental visits to all of the school facilities including, but not limited to, the instructional setting attended by pupils, school and recreational activity areas, and pupil's living quarters.
- 24.1.1. CONTRACTOR shall ensure that parental visits are in agreement with court order, if any.
- 24.2. CONTRACTOR's operating programs with residential components shall cooperate with parents' reasonable requests for pupil visits in their home, including, but not limited to, holidays and weekends.
- 24.3. LEA and CONTRACTOR shall jointly ensure that parents are notified of their rights, including the right to inspect their child's records and the right to due process.

25. VACATION/HOLIDAYS

25.1. LEA observes legal holidays including, but not limited to, the following: Independence Day, Veteran's Day, Labor Day, Thanksgiving Day, Christmas Day, New Year's Day, Dr. Martin Luther King, Jr.'s Day, Lincoln's Day, Washington's Day, and Memorial Day, as specified in the LEA's official calendar. CONTRACTOR will not be compensated for service provided on these school holidays.

26. GRADUATION/DIPLOMAS/TRANSCRIPTS/CERTIFICATE OF COMPLETION

26.1. If a pupil is of secondary school age, the LEA will provide a specific list of the course requirements to be satisfied by the CONTRACTOR leading toward graduation or completion of diploma requirements, and other requirements (e.g. proficiency tests, High School Exit Exam, Certificate of Completion requirements, etc.).

26.2. For pupils in grades 9-12, CONTRACTOR shall prepare official transcripts specific to the credits earned at the NPS and submit them to the LEA and the Registrar of the pupil's school of residence for evaluation of progress toward completion of diploma requirements, and specified levels of proficiency in basic skills if applicable, within two (2) weeks of the end of the semester, ESY, or transfer according to the NPS's calendar.

26.2.1. Out-of-district transcripts will also be sent with the local CONTRACTOR's official transcripts when submitting to the Registrar of the school of residence, who will complete an integrated transcript. A copy of the transcripts will be sent to the SELPA Director or designee.

26.3. Prior to January 10th of each year, an anticipated graduation list will be sent to the Registrar of the school of residence. The LEA shall ensure that the school of residence provides diplomas/certificate of completion in accordance with IEP for any student who attended an NPS within the LEA and for whom the LEA has developed an ISA.

27. ASSESSMENTS/GRADING POLICIES/TRANSITION

27.1. For pupils in grades preK-12, CONTRACTOR shall administer state and district-required tests (e.g., STAR, proficiency tests, multiple measures, writing samples, etc.). The NPS/A shall determine its STAR testing period based on completion of 85% of the instructional year at that NPS/A plus and minus ten (10) days, resulting in a 21 day period. The NPS/A shall notify the district of residence of its testing period with their instructional calendar. Staff from the NPS/A shall participate in STAR training from one LEA and that training shall be sufficient for all LEAs that send pupils to the NPS/A.

27.2. LEA shall provide at least thirty (30) days advance notice to the CONTRACTOR of the dates by which testing other than STAR shall be completed.

27.3. LEA shall coordinate with the CONTRACTOR to ensure that pupils participate in mandatory statewide assessments to the maximum extent possible, with appropriate supports, services, and accommodations per the IEP.

27.3.1. The district of residence shall provide the NPS with testing materials for its pupils. The LEA shall be responsible for providing necessary training and testing materials for all tests.

27.4. CONTRACTOR shall establish grading policies to be followed unless otherwise specified in the student's IEP.

27.5. CONTRACTOR shall ensure that individualized transition plans are implemented for all pupils age 16 and older.

28. PROGRESS REPORTING & ACCOUNTABILITY

- 28.1. CONTRACTOR shall send progress reports to the LEA and parent/guardian/surrogate within two (2) weeks of the end of each quarter of the NPS's calendar and within fourteen (14) calendar days after the end of Extended School Year.
- 28.2. Upon request, an updated report shall be provided if there is no current progress report whenever a pupil is scheduled for an IEP review by LEA's IEP team. When a pupil's enrollment is terminated, an updated exit form including withdrawal grades, enrolled courses and credits earned will be sent to the LEA.
- 28.2.1. CONTRACTOR shall complete academic or other assessment of the LEA student prior to the LEA student's annual or triennial review IEP team meeting for the purpose of reporting the LEA student's present levels of performance at the IEP team meeting as required by state and federal laws and regulations and pursuant to LEA policies, procedures, and/or practices. Supporting documentation such as test protocols and data collection shall be made available to LEA upon request. CONTRACTOR shall not charge the LEA student's parent(s) or LEA for the provision of progress reports, report cards, and/or any assessments, interviews, or meetings.
- 28.3. The NPS is subject to the alternative accountability system developed pursuant to section EC 52052, in the same manner as public school and each pupil placed in NPS by an LEA shall be tested by qualified staff of the NPS in accordance with that accountability program. The test results shall be reported by the NPS to the CDE and the LEA.
- 28.4. The NPS shall prepare a school accountability report (SARC) and provide a copy to the contracting LEA.
- 28.5. The superintendent shall conduct an investigation which may include an onsite visit of any NPS if there is evidence of a significant deficiency in the quality of educational services.
- 28.6. Upon receipt of notice of any alleged violation of EC 56366.9 or Section 1501(b) of the Health and Safety Code, the LEA's Uniform Complaint procedures shall be followed.

29. ACCIDENT/INCIDENT REPORTING

- 29.1. CONTRACTOR agrees to contact the LEA within one (1) business day, (phone) 209-830-3270, and complete a written accident/incident report or Behavioral Emergency Report within five (5) days, and fax it to the LEA, 209-830-3274 Attn: Nancy E. Hopple when a student has suffered an injury that requires medical attention.
- 29.2. CONTRACTOR agrees to contact within one (1) business day and fax an incident report to the LEA within 5 working days when Contractor becomes aware of circumstances that require notification be made to other agencies. These circumstances may include, but are not limited to, incidents involving law enforcement, allegations of molestation, child abuse, injuries resulting from physical restraint, and incidents of students leaving campus without permission. In addition, immediately after a student is determined to have been absent without permission during the school day from CONTRACTOR'S NPS, CONTRACTOR shall notify the LEA, in writing of such absence.
- 29.3. 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.
- 29.4. CONTRACTOR agrees to provide annual training to all employees regarding the mandated child abuse reporting laws set herein. CONTRACTOR agrees that all staff members will abide by such laws in a timely manner. Documentation of training shall be maintained in the employee's personnel file.

30. HEALTH AND SAFETY

- 30.1. CONTRACTOR shall require that all regular and substitute employees and volunteers provide verification of having been tested for tuberculosis and cleared to work with minors as evidenced by a state licensed medical doctor's signature. CONTRACTOR shall keep a copy of said information in the employee or volunteer file.
- 30.2. CONTRACTOR agrees all employees, volunteers, and any other individual who may come into contact with a student on school grounds will be notified of and will follow universal health care precautions when providing medical treatment or assistance to a student. CONTRACTOR further agrees to provide annual training to all employees and volunteers regarding universal health care precautions and to post required notices in areas designated in the California Health and Safety Code.
- 30.3. The superintendent shall conduct an onsite investigation of a NPS/A at anytime without prior notice if there is substantial reason to believe that there is immediate danger to the health, safety or welfare of a child.

31. EMERGENCY PRECAUTIONS

- 31.1. CONTRACTOR shall keep on file a detailed disaster plan containing complete written emergency procedures and operations in the event of a catastrophic occurrence such as, but not limited to an earthquake, attack of school personnel and/or student by an individual, fire disaster, lockdown, intruder, bomb threat, medical emergencies and/or power outage. CONTRACTOR agrees to maintain and keep available for inspection by LEA or District representative a log containing the date, time, and length of all practice disaster drills completed between August 1st and July 31st during the current school year, as well as all practice drills completed during the previous three (3) years.
- 31.2. CONTRACTOR shall report within three (3) business days to LEA any violations or items found out of compliance by the fire marshal during the inspection of the premises and accompanying buildings. CONTRACTOR shall have in place an operational fire warning system that complies with all required state and federal laws. CONTRACTOR shall also have occupancy capacity signs clearly posted in all rooms if required in the California Health and Safety Code and/or by the Fire Marshal.

32. SEXUAL HARRASSMENT

CONTRACTOR shall have procedures in place to immediately (within 24 hours) report any allegations of conduct that may constitute or give the appearance of sexual harassment as per federal and state law. This reporting must include appropriate governmental, social service, and law enforcement agencies as well as the LEA. CONTRACTOR shall ensure that an immediate and comprehensive investigation is commenced and shall allow the LEA to participate in said investigations when it involves a student. CONTRACTOR further agrees to provide annual training to all employees and students regarding regulations concerning sexual harassment and related procedures.

33. APPROPRIATE THERAPY SPACE

- 33.1. CONTRACTOR will make available appropriate therapy space for DIS providers. This space shall be free from distraction and safe for students in order to provide effective services.

34. ADMINISTRATIVE DUTIES AND SUPERVISION OF STAFF

- 34.1. CONTRACTOR shall ensure that all staff who are not fully credentialed are directly supervised by a person who possesses a full and appropriate credential. Supervision shall include, but not be limited to, direct access by staff to his/her supervisor on a daily basis for technical support, guidance and emergency interventions in order to provide FAPE to students.

35. BEHAVIOR MANAGEMENT

35.1. CONTRACTOR shall provide a description of the school's behavior management system, incident reporting procedures, and name(s) of the school's certified Behavior Intervention Case Manager(s) (BICM). CONTRACTOR shall ensure that all staff are trained annually in crisis intervention and emergency procedures as related to appropriate behavior management strategies. The CONTRACTOR is responsible for adhering to the general positive behavioral interventions set forth in California EC §§56520-56524 and California Code of Regulations Title 5, §3001 and §3052. BICMs shall provide assistance which includes: data collection for behavioral issues, formulation of positive behavioral support plans, conducting Functional Behavior Assessment, Functional Analysis of Assessment and Behavior Intervention Plans.

36. STUDENT RETURN TO DISTRICT

36.1. When an IEP team has determined that a student should be transitioned into the public school setting, CONTRACTOR shall assist in the implementation of the IEP team recommendation. The CONTRACTOR shall immediately notify the LEA, if the transition to the public schools identified by the IEP team is not carried out. This may include, but not be limited to the facilitation of: dual enrollment, course scheduling, transportation arrangements and other student supports.

37. SCHOOL CLOSURE

37.1. CONTRACTOR agrees, in the event of school or agency closure, to forward pupil records to LEA. These shall include, but need not be limited to, current transcript, IEPs and results of district-required testing.

38. OTHER PROVISIONS

38.1. Any structural modifications that are required in compliance with prevailing legal mandates shall not be the responsibility of the LEA.
38.2. 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.

39. INDIVIDUAL SERVICE AGREEMENTS

39.1. This contract shall include an ISA developed for each LEA student who is to receive special education and/or related services provided by CONTRACTOR. Related services will be provided as indicated on the IEP and ISA. Changes in any LEA student's educational program, including instruction, services, or instructional setting provided under this contract, may only be made on the basis of revisions to the student's IEP, mediated agreement, an order from OAH and/or an order rendered by a court of competent jurisdiction. ISAs are terminated on the same date as termination of the Master Contract.
39.2. CONTRACTOR shall not unilaterally terminate any ISA for a student suspension. CONTRACTOR shall obtain written authorization from LEA before terminating any ISA for reasons other than suspension.
39.3. CONTRACTOR shall sign and return ISA to the LEA within three (3) business days of receipt.

40. PAYMENT PROVISION

40.1. A unit of service for payment purposes is one day of attendance as defined in the EC 46307.
40.2. LEA shall not be responsible for payment of services for days on which a pupil's attendance or absence does not qualify for reimbursement under California law. (EC 46010 et seq.) Per diem rates for pupils whose IEP's authorize less than a full instructional day shall be adjusted on a pro rata basis

in accordance with the actual proportion of the school day served for elementary school age students and periods for middle and high school age students.

- 40.3. Original attendance forms submitted to the LEA with invoices for payment must be completed and signed by the person providing the service, (i.e., teacher/occupational therapist/speech therapist). CONTRACTOR shall verify the accuracy of reported attendance, which is the basis of services being billed for payment, and shall inform service providers of their responsibility for the services being reported as rendered.
- 40.4. CONTRACTOR shall submit monthly written invoices for payment. Such invoices shall be submitted on a form, and in the manner prescribed by the California Department of Education.
- 40.5. CONTRACTOR shall submit said invoices for payment for services rendered no later than thirty (30) days from the end of the attendance accounting period in which said services are actually rendered.
- 40.6. LEA shall make payment in an amount equal to the number of creditable days of attendance multiplied by the agreed upon unit amount within forty-five (45) days of receipt of invoice or the LEA shall notify the NPS within ten (10) working days of any reason why the requested payment shall not be paid.
- 40.6.1. CONTRACTOR should notify SELPA Director if there are problems with timely payment.
- 40.7. CONTRACTOR shall submit a rebilling statement no later than ten (10) days after an invoice is returned to the CONTRACTOR for correction(s).
- 40.8. If the LEA fails to comply, the NPS may require the LEA to pay an additional amount of 1 ½ percent of the unpaid balance per month until the full payment is made.

41. RIGHT TO WITHHOLD

- 41.1. LEA has the right to withhold payment to CONTRACTOR when LEA has reliable evidence, described in writing to CONTRACTOR that:
 - 41.1.1. CONTRACTOR was overpaid by LEA as determined by inspection, review, and/or audit of its program, work, records;
 - 41.1.2. Contractor has failed to provide to LEA all documents prior to school closure;
 - 41.1.3. CONTRACTOR has failed to provide to LEA properly prepared invoices within thirty (30) calendar days from the end of the attendance accounting period;
 - 41.1.4. CONTRACTOR has failed to provide to LEA proper rebilling invoices within thirty (30) calendar days from the date that the original invoice was returned to CONTRACTOR;
 - 41.1.5. CONTRACTOR has not performed a service identified on the invoice;
 - 41.1.6. CONTRACTOR's performance, in whole or in part, either has not been carried out or is insufficiently documented;
 - 41.1.7. CONTRACTOR has failed to provide to LEA all documents concerning one or more LEA pupils enrolled in CONTRACTOR's educational program within seven (7) days after school closure;
 - 41.1.8. CONTRACTOR has neglected, failed or refused to furnish information or to cooperate with the inspection, review or audit of its program, work or records; and/or
 - 41.1.9. CONTRACTOR's service is provided by personnel who are not appropriately credentialed/licensed or whose credential(s)/license(s) are not on file with LEA, Tracy Unified School District;
- 41.2. If LEA determines that cause exists to withhold payment to CONTRACTOR, LEA shall provide written notice to CONTRACTOR that LEA is withholding payment.
 - 41.2.1. Such notice shall specify the basis for LEA's withholding payment.
 - 41.2.2. Within ten (10) business days from the date of receipt of such notice, CONTRACTOR shall take all necessary and appropriate action to correct the deficiencies that form the basis for LEA's withholding payment.

41.2.3. Upon receipt of CONTRACTOR's written request showing good cause, LEA shall extend CONTRACTOR's time to respond by an additional ten (10) business days.

42. AUDIT EXCEPTIONS

- 42.1. 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.
- 42.2. 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 they are attributable to CONTRACTOR's failure to perform properly any of its obligations under this contract unless LEA agrees to different terms in writing.
- 42.3. Any and all audit exceptions must be specified in complete detail before any demand by LEA for any amount set forth therein.
- 42.4. Within three (3) business days, CONTRACTOR shall notify the LEA in writing when CONTRACTOR is unable to provide services to meet the requirements of this contract.

43. MAINTENANCE OF RECORDS

- 43.1. The following records shall be maintained by CONTRACTOR:
- 43.1.1. All student records, including by way of illustration and not limitation, assessment information, evaluations (including test protocols), progress reports, incident reports, discipline reports, comment sheets, meeting summaries regarding students, registers, grade books, and roll books of teachers; daily service logs or other documents used to record the provision of related services; absence verification records (parent/doctor notes, telephone logs, and related documents); staff lists specifying credential held, business licenses held, documents evidencing other qualification, social security numbers, dates of hire, and dates of termination; staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related services subcontracts; school calendars; bell/class schedules; liability and workers compensation insurance policies; state NPS/A certifications; bylaws; lists of current board of directors/trustees, if incorporated; statements of income and expenses; general journals; cash receipts and disbursement books; general ledgers and supporting documents; federal/state payroll quarterly reports; and bank statements and cancelled checks.
- 43.1.2. Such forms and records shall be available for review, inspection, or audit by LEA for a period of three (3) years thereafter.

44. TERM OF CONTRACT

- 44.1. During the term of this Agreement, CONTRACTOR shall comply with all applicable federal, state, CDE, LEA, and other local statutes, laws, ordinances, rules, policies, and regulations including, but not limited to, those relating to: the required special education services, facilities for IWENs, student enrollment and transfer, corporal punishment, student discipline, and positive behavior interventions. The CONTRACTOR shall also fully cooperate with any due process proceedings or complaint investigations.
- 44.2. This contract and any exhibits or attachments hereto constitute the entire agreement between LEA and CONTRACTOR and supersedes any prior or contemporaneous understanding or agreement with respect to the services to be provided.
- 44.3. The laws of the State of California shall govern the terms and conditions of this contract with venue in San Joaquin County, California.
- 44.4. Should any provision in this contract be held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall continue in full force and effect.

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

44.6. This contract is effective on 7/1/07 and terminates at 5:00 p.m. on 6/30/08 unless sooner terminated as provided herein.

RATE SCHEDULE

Education service(s) offered by CONTRACTOR, and subcontractor, if applicable and the charges for such service(s) during the term of this contract shall be as follows:

<u>> BASIC EDUCATION PROGRAM</u>	<u>RATE</u>	<u>PERIOD</u>
<u>> As set forth in the IEP for student ()</u>	<u>\$73.30(A)</u>	<u>210 days</u>

\$

RELATED SERVICES/DESIGNATED INSTRUCTIONAL SERVICES (DIS)

	<u>RATE</u>	<u>PERIOD</u>
1) Transportation (* shall not include transportation through use of services or equipment owned, leased or contracted through LEA unless provided directly or subcontracted by the NPS/A)		
a) Transportation – Round Trip	_____	_____
b) Transportation – One Way	_____	_____
c) Transportation – 1 on 1 Rider (per IEP)	_____	_____
d) Transportation – Safety Rider (LEA will be billed for the bus safety riders based on the proportion of students on the bus.)	_____	_____
2) Counseling		
a) Educational Counseling – Individual	_____	_____
b) Educational Counseling – Group	_____	_____
c) Counseling – Parent	_____	_____
3) Adapted Physical Education	_____	_____
4) Language/Speech		
a) Language/Speech Therapy-Individual	_____	_____
b) Language/Speech Therapy-Group	_____	_____
5) Orientation/Mobility Training	_____	_____
6) Occupational Therapy	_____	_____
7) Physical Therapy	_____	_____
8) Aides	_____	_____
9) Other <u>Extended School Year</u>	<u>\$</u>	_____
10) Other _____	_____	_____

**** Partial Day Rate** shall be adjusted on a pro rata basis in accordance with the actual proportion of the school day -- minutes for students (# of minutes /total number of minutes X daily rate = partial day rate). This formula will be used to calculate rate for the ISA for less than a full day, e.g., extended school year, mainstreaming, reduced attendance.

NOTES:

CONTRACTOR

LEA

Nonpublic School/Agency

Nancy E. Hopple, Director of Special Education

Contracting Officer's Date
Signature

Deputy Superintendent's Signature Date
Educational Services

Name and Title (type) Date

Assistant Superintendent's Signature Date
Business Services
(Authorized Representative and Contracts Supervisor)


Tax I.D. # _____

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EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM:  Dr. Sheila Harrison, Assistant Superintendent of Educational Services
DATE: December 18, 2007
SUBJECT: Ratify Contract with Carol Lehman, SLP

BACKGROUND: Special education students may require specialized instruction and support from outside service providers. The District has a current contract with Carol Lehman to provide augmentative communication support to one child with autism. Carol is currently providing augmented communication services to two children with autism via their IEP's. Ratification is necessary due to the fact that the services are being provided based on current IEP provisions.

RATIONALE: This particular child continues to require specialized services in the area of augmented communication 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 direct service and \$50.00 per hour for programming the augmented communication devices and IEP meeting attendance, for up to 50 hours. Total contract expenses will not exceed \$4,000.00 from December 1, 2007 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 Carol Lehman, SLP.

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 Carol A. Lehman, M.S., CCC-SLP, 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 assessment; direct contact with pupil(s) for training and use of speech-generating device; training and consultation on the use of the device to team members including parent(s), teacher, aides, occupational therapist, district SLP and behaviorist. Services also include attendance at IEP meetings and staffings.**
2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of (50) **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 per hour for therapeutic services and \$50 per HOUR for IEP attendance and device programming, 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 **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 December 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.

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:

Carol A. Lehman
Consultant Signature (1)

Social Security Number (2)

12-20-07

Date

Speech-Language Pathologist
Title

Address

Modesto, CA 95357

Tracy Unified School District

Date

Title

01-6500-0-5750-1180-5800-800-2542

Account Number to be Charged

Hancy E. Hopple 1/8/08
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 Franco, Superintendent
FROM: *JS* Dr. Sheila Harrison, Assistant Superintendent of Educational Services
DATE: December 12, 2007
SUBJECT: Ratify Contract with UC Regents MIND Institute

BACKGROUND: Special Education students may require assessment from outside service providers. A complete psychological evaluation had been requested by parents of a student with significant autism. The Board has previously approved an assessment for speech and language, occupational therapy and augmented communication at the MIND Institute for this same student. The ratification is necessary due to the fact that the assessment has been conducted due to a strict timeline.

RATIONALE: In this case, the in-depth assessment by outside providers is necessary to help the District avoid and possibly prepare for potential litigation. Non-public agency contracted services are part of the continuum of services districts must provide to students with exceptional needs. This request supports Strategic Goal #2, "providing a variety of learning opportunities ... in order to improve student achievement." It also supports 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 \$295.00 per hour. Total contract expenses will not exceed \$3,755.00 including the facility use fees, through July 16, 2008. Funding for Non-public school tuition and Non-public agency expenses 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. Non-public tuition expenses are budgeted in account number 01-6500-0-5750-1180-5800-800-2542.

RECOMMENDATION: Ratify Contract with UC Regents MIND Institute

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 UC Regents MIND Institute hereinafter referred to as "Contractor," is for consultant or special services to be performed by a non-employee of the District. District and Contractor, herein named, do mutually agree to the following terms and conditions:

1. Contractor shall perform the following duties: Provide updated intellectual assessment based on standardize measures, functional and adaptive behavior assessment, level of autism assessment and written report of such assessments sent directly to the Tracy Unified School District.
2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of (6) **HOURS** per year, under the terms of this agreement at the following UC Regents, MIND Institute Clinic
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
 - a. District shall pay \$ 295.00 per **HOUR** for the psych testing: \$ 305.00 for one initial evaluation; and \$ 167.00 for interpretation of results, not to exceed a total of \$ 3755.00 including facility use fees. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
 - b. District [☐] **SHALL**; [☒] **SHALL NOT** reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the district rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ _____ for the term of this agreement.
 - c. District shall make payment on a [☐] **MONTHLY PROGRESS BASIS**, [☒] **SINGLE PAYMENT UPON COMPLETION OF THE DUTIES** and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.
4. The terms of the agreement shall commence on **June 1, 2007**, and shall terminate on **July 31, 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

Randy Apple 12/14/07
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: *JS* Dr. Sheila Harrison, Assistant Superintendent for Educational Services
Date: January 7, 2008
Subject: Ratify Contract with Theresa Fagundes - Speech, Language and Communication Center

BACKGROUND: Two students with autism were recently assessed by a private speech therapist at parents' request. Parents may request private assessments at public expense if they disagree with the school based assessments. It was agreed that the district and parents needed further information for educational planning for these students. Ratification is necessary due to completion of one of the assessments in December.

RATIONALE: A school district must provide designated instructional services in order for a child to benefit from their special education services. Parents have the right to request individual educational evaluations. Non-public agency contracted services are part of the continuum of services districts must provide to students with exceptional needs. This request supports Strategic Goal #2 "Create Quality Learning Environments."

FUNDING: Expenses for this contract are billed at \$ 90.00 per hour. Total contract expenses will not exceed \$1,800.00 through April 1, 2008. Funding for non-public agency expenses 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. Non-public agency expenses are budgeted in account #01-6500-0-5750-1180-5800-800-2542.

RECOMMENDATION: Ratify Contract with Theresa Fagundes - Speech, Language and Communication Center

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

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

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

1. Contractor shall perform the following duties: **Assessments including formal standardized and informal measures as appropriate, observations and record reviews; data analysis; report writing and attendance at IEP meetings as needed. Travel time is included in the total cost.**
2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of **20 HOURS** under the terms of this agreement at the following location: the contractor's home office; student's home or other school site.
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
 - a. District shall pay **\$90.00 per hour not to exceed a total of \$1,800.00** 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 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

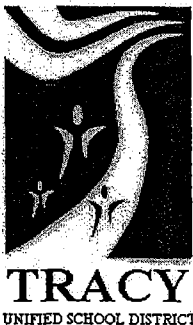
Danette Hopple 1/8/08
Department/Site Approval

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.~~ Dr. Sheila Harrison, Assistant Superintendent for Educational Services
Date: January 4, 2008
Subject: Ratify Contract with United Cerebral Palsy

BACKGROUND: Special education students may require assessment from outside service providers. A student with significant cognitive and motor disabilities requires an "assistive technology" evaluation to further her independence. The IEP Team requests Board ratification to contract with United Cerebral Palsy for Suzan Allen, an Occupational Therapist, to conduct the evaluation. Ratification is requested because the evaluation needs to proceed (due to legal timelines,) before the Board meets in January.

RATIONALE: 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 #3: "Use technology to support student learning."

FUNDING: Expenses for this contract are billed at \$120.00 per hour, not to exceed 10 hours. Total contract expenses will not exceed \$1,200.00. 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 United Cerebral Palsy

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 **United Cerebral Palsy**, 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 and assistive technology assessment, report writing and attendance at IEP meeting.**
2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to 10 **HOURS** under the terms of this agreement at the following location: any and all school sites in TUSD or the student's home or contractor's 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 **\$1200.00** 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 **SINGLE PAYMENT UPON COMPLETION OF THE DUTIES** and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.
4. The terms of the agreement shall commence on January 1, 2008, 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

January 4, 2008

Date

Director of Special Education

Title

01-6500-0-5750-1180-5800-800-2542

Account Number to be Charged

Henry E. Hepple 1/8/08
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.

File: CntrctSrvc.dot



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: Dr. Sheila Harrison, Assistant Superintendent of Educational Services
DATE: December 28, 2007
SUBJECT: **Approve Overnight Travel for Tracy High School Varsity Dance Team to Participate in National Dance Competition at Anaheim Convention Center in Anaheim, CA, on March 6-10, 2008**

BACKGROUND: The Tracy High School Dance Team has been invited to attend USA Spirit Nationals in southern California (Anaheim) on March 6-9, 2008. The THS Team qualified for the USA Nationals by participating in a local competition. Approximately 10 students and 2 coaches will attend this event. The team will be staying at the Dessert Palms in Anaheim, CA. The team will travel by plane to Anaheim on March 6, and return home on March 10, 2008. The team will be transported to the airport by their parents or the coaches.

RATIONALE: The team has worked very hard to earn placement to participate in this event. It will give the team a great opportunity to represent Tracy at the national competition. This aligns with Strategic Goal #4 (Developing the Whole Student) and Strategic Goal #5 (Citizenship).

FUNDING: The cost per member is \$551.00 (including air fare) which includes entry fees, competition fees, daily breakfast, hotel accommodations, and entrance to Disneyland/California Adventure. All other funding for this trip will be paid through a combination of fundraising opportunities and personal funding for the students electing to participate in this competition.

RECOMMENDATION: Approve Overnight Travel for Tracy High School Varsity Dance Team to Participate in National Dance Competition at Anaheim Convention Center in Anaheim, CA, on March 6-10, 2008

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



EDUCATIONAL SERVICES MEMORANDUM

To: Dr. Jim Franco, Superintendent
From: *SH* Dr. Sheila Harrison, Assistant Superintendent of Educational Services
Date: January 11, 2008
Subject: Approve Agreement for Special Contract Service with Dr. Edward Harris as Guest Director for the 2008 Tracy Unified School District Honor Band for a Total of Three Rehearsals and One Performance

Background: Every year students are selected to perform in the District Honor Band and have a guest conductor. This year there are approximately 60 students who will participate in the Honor Band. Three Honor Band rehearsals will be held on January 31, February 1 and 2, 2008. The Honor Band will perform in concert on Saturday, February 2, 2008.

Rationale: It is important to have Dr. Edward Harris as a Guest Director of this year's Honor Band as he will provide an opportunity for our students to work with an accomplished State University band director who is a highly respected music educator, lecturer, and band conductor in the United States. Dr. Edward Harris has a broad knowledge of both traditional and contemporary wind band literature. He will provide new perspectives, skills and talents, which allow our students to grow and develop as young musicians. This meets Strategic Goal #1 – Providing a Relevant and Meaningful Curriculum and Goal # 6, Forming Partnerships.

Funding: The cost is a flat rate not to exceed a total of \$1,000.00. Funding will be provided by the District Visual and Performing Arts fund.

Recommendation: Approve Agreement for Special Contract Service with Dr. Edward Harris as Guest Director for the 2008 Tracy Unified School District Honor Band for a Total of Three Rehearsals and One Performance

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

TRACY SCHOOL DISTRICT

315 East Eleventh Street, California 95376-4095

AGREEMENT FOR SPECIAL CONTRACT SERVICES

This Agreement, by and between Tracy School District, hereinafter referred to as "District," and

DR. EDWARD HARRIS, 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: SEE PAGE 3

2. Contractor will provide the above service(s), as outlined in Paragraph 1, for a period of up to a total of

SEE PAGE 3 () HOURS/DAY(s) (circle one), under the terms of this agreement at the following

location WILLIAMS MIDDLE SCHOOL.

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

a. District shall pay \$ N/A per HOUR/ DAY/ FLAT RATE (circle one), not to exceed a total of

\$ 1,000.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.

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

c. District shall make payment on a [] MONTHLY PROGRESS BASIS, [☒] SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a 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 term of this agreement shall commence on JANUARY 31, 2008, ~~1991~~, and shall terminate on FEBRUARY 2, 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, BILL MEYER at (209) 830-3340, with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.

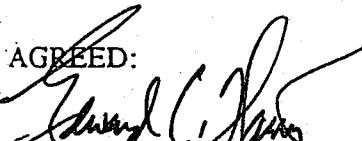
7. The parties intend that an independent contractor relationship be created by this contract and District assumes no responsibility for workers' compensation liability. District likewise assumes no responsibility for liability for loss, damage, or injury to person(s) or property resulting from, or caused 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 any act, neglect, default or omission, of Contractor, or any person, firm or corporation directly or indirectly employed by Contractor upon or in connection with this Agreement, or any of the participants arising out of or in the course of their term of this Agreement, and Contractor at his or her own cost, expense and risk, shall defend any and all actions, suits or other legal proceedings that may be instituted against District for any such claim or demand, and pay or satisfy any judgment that may be rendered against District in any such action, suit or legal proceedings or the result thereof. Nothing herein provided shall be construed to require Contractor to hold harmless or indemnify District for liability or damages resulting from the negligence or willful act, or omission of District or its officers, agents, or employees.

8. This Agreement is for the personal services of the Contractor and Contractor may not assign the performance of the services to any 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 of, and entitled to, exclusive possession of all records, documents, graphs, photographic or other reproductions of any kind produced in the scope of services performed and no other uses thereof will be permitted except by permission of the District. Proprietary materials will be exempted from this clause.
11. Consultant/Contractor certifies that he or she is not an employee of the District and is self-employed in the performance of the services specified. Consultant agrees that he or she assumes all responsibility in relation to providing the District with an Employer Identification number or Social Security number as required by IRS regulations in relation to the conduct of his or her business.

AGREED:


 Consultant Signature

Social Security Number (2)

11/7/07

Date
 Director - School of Music & Dance

Title
 San Jose State

Address

home: 511 Canyon Blvd
 = Pleasanton, CA 94588

Send All Copies To The Business Office.

Tracy Joint Union High School District

Date

Title

Account Number to be Charged

Department/Site Approval

Budget Approval

Date Approved by the Board

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

2 Whenever organizational names are used, the employer IRS Identification Number must be used instead of a Social Security Number.

Dr. Harris will organize and conduct three rehearsals and one concert at Williams Middle School: 1600 Tennis Lane, Tracy, CA.

Thursday, January 31, 2008	6:45 pm – 9:00 pm	Rehearsal
Friday, February 1, 2008	6:45 pm – 9:00 pm	Rehearsal
Saturday, February 2, 2008	7:45 am – 12:00 pm	Rehearsal
Saturday, February 2, 2008	3:00 pm	Concert

Note:

1. Dr. Harris is welcome to attend or lead the January 26, 2008 honor band rehearsal (7:45 am – 12:00 pm). However, his attendance at this activity is not expected or required as part of this Agreement for Special Contract Services.
2. Dr. Harris is invited to conduct to two one-hour band clinics, one at Tracy High School and one at West High School. However, his acceptance of this invitation is not expected or required as part of this Agreement for Special Contract Services.

San José State University
**School of Music
 & Dance**

Degree Programs in Composition, Electro-Acoustics, Instrument, Improvised Music, Music Education, Studio Arts, Voice, and Dance

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SEARCH

school of music and dance FACULTY

ADMINISTRATION

- ☒ Welcome
- ☒ Events
- ☒ Application
- ☒ Student Handbook
- ☒ Graduate Handbook
- ☒ Scholarships
- ☒ Faculty
- ☒ Staff
- ☒ Current Openings

PROGRAMS

- ☒ Dance
- ☒ Music

INTERESTS

- ☒ Ensembles
- ☒ Composers Forum
- ☒ Listening Hour

CENTERS

- ☒ Beethoven Center

RESIDENT ARTISTS

- ☒ Cypress String Quartet
- ☒ Premiere Saxophone Quartet

OTHER LINKS

- ☒ Historical Keyboard Collection
- ☒ Lou Harrison
- ☒ Harry Partch

- ☒ SJSU IT Policy

Dr. Edward C. Harris

Office: MUS 180 • Phone: 408-924-4676

Email: echarris@email.sjsu.edu

B.M., M.A. - San Francisco State University

D.M.A. - University of Northern Colorado

Director, School of Music and Dance

Symphonic Band

Wind Ensemble

Edward C. Harris was appointed Director of the School of Music & Dance and the Director of Bands at San José State University in 2000.

Born and educated in Santa Monica, Dr. Harris received his Bachelor of Music degree in music education, and Master of Arts degree in clarinet performance from San Francisco State University. He received his Doctor of Arts degree in conducting and clarinet performance from the University of Northern Colorado where he studied under Eugene Corporon.

Before joining the San José faculty, Dr. Harris served in a similar capacity at California State University, Stanislaus, Humboldt State University, and at the University of Wisconsin, Platteville. Preceding these appointments he served as Director of Instrumental Music at Sequoia High School in Redwood City, California from 1971 to 1978.

Dr. Harris maintains an active schedule as guest conductor and lecturer throughout the United States. He has guest conducted honor groups and festivals in over eight states and has been selected to conduct both the California Community College All-State Honor Band in 1985, and the California All-State Honor Band in 1986, 1996, and 2004. Dr. Harris brings to his position a broad

knowledge of both traditional and contemporary wind band literature.

In addition to his university duties, he has served as President for the Western Division of the College Band Directors National Association and has been on the Board of Directors for the California Band Directors Association and the California Music Educators Association. In 1995, Dr. Harris was honored to receive the "Stairway of the Stars" Award from the City of Santa Monica for distinguished contributions to the arts in California.

Page updated 02/21/2005.



School of Music and Dance
San Jose State University
One Washington Square, San Jose, CA 95192-0095

Telephone: (408) 924.4673
Fax: (408) 924.4773
Email: music@email.sjsu.edu
Web: <http://www.music.sjsu.edu>



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: *SH* Dr. Sheila Harrison, Assistant Superintendent of Educational Services
DATE: January 11, 2008
SUBJECT: Approve Overnight Travel to Attend the National Council of Teachers of Mathematics (NCTM) in Salt Lake City, Utah as follows: David Daily and Julie Abate from April 8 through April 13, 2008.

BACKGROUND: The Tracy High School Mathematics teaching staff involved in the Teacher Apprentice Program (TAP) and the TAP teachers are being sent by the San Joaquin Office of Education to the National Council of Teachers of Mathematics Annual Conference.

RATIONALE: TAP teachers David Daily and Julie Abate, will be instructed on curriculum, instructional strategies and assessments, as well as teacher training to insure our TAP students are prepared for their future in teaching Mathematics. This supports Strategic Goal #7, Leadership.

FUNDING: The San Joaquin County office of Education will fund this conference. The cost breakdown is as follows: Registration \$682.00, Air Travel \$700.00, Substitutes \$900.00, Hotel \$1,200.00 Mileage \$100.00, Meals \$440.00, Airport Parking/ Shuttle \$200.00. Total expenses will not exceed \$2,521.00 charged to county office.

RECOMMENDATION: Approve Overnight Travel to Attend the National Council of Teachers of Mathematics (NCTM) in Salt Lake City, Utah as follows: David Daily and Julie Abate from April 9 through April 13, 2008

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



HUMAN RESOURCES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: James Mousalimas, Assistant Superintendent of Human Resources *JM*
DATE: January 11, 2008
SUBJECT: Approve Classified, Certificated, and/or Management Employment

BACKGROUND:

Ahmad, Mubarik

Couveur, Courtney

Schryver, Gwen

Scott, Sara

Segaar, Eric

Zylstra, Larry

CERTIFICATED

Physics (replacement)
West High School
Class I, Step 1, \$42,004
Funding: General Fund

5th Grade Math (replacement)
Red track
Kelly
Class III, Step 1, \$43,627
Funding: General Fund

6th Grade Core (replacement)
Green track
Freiler
Class III, Step 10, \$57,818
Funding: General Fund

6th Grade Core (replacement)
Williams Middle School
Class I, Step 7, \$42,990
Funding: General Fund

Math/Science (replacement)
Duncan Russell/Willow
Class VI, Step 1, \$45,250
Funding: General Fund

Math (replacement)
West High School
Class I, Step 1, \$42,004
Funding: General Fund

BACKGROUND:

Brown, Pat

Butler, Geraldine

Chambers, Michael

Costa, Sandy

Damner, Nanci

Gonzalez, Cynthia

Hawthorne, Coleen

Hilliard, Mythessis

CLASSIFIED

I.E.P. Para Educator I (New)
Bus Ride & Jacobson Elementary
5 hours per day
Range 24, Step E - \$15.07 per hour
Funding: Special Education

Food Service Worker (New)
Jacobson Breakfast Program
1 hour per day
Range 22, Step D - \$13.73 per hour
Funding: Child Nutrition School Program

Custodian I (Replacement)
Jacobson Elementary School
8 hours per day
Range 31, Step A - \$14.73 per hour + ND
Funding: General Fund

Clerk Typist I (Replacement)
Villalovoz Elementary School
4 hours per day
Range 23, Step A - \$12.24 per hour
Funding: General Fund

Food Service Worker (Replacement)
South/West Park
2.5 hours per day
Range 22, Step A - \$11.95 per hour
Funding: Child Nutrition School Program

School Supervision Assistant (Replacement)
George Kelly School
2 hours per day
Range 21, Step A - \$11.69 per hour
Funding: General Fund

I.E.P. Para Educator I (New)
Louis Bohn Elementary
6.5 hours per day
Range 24, Step C - \$13.73 per hour
Funding: Special Education

I.E.P. Para Educator I (Replacement)
Monte Vista Middle School
6.5 hours per day
Range 24, Step A - \$12.51 per hour
Funding: Special Education

Ishii, Carie	Food Service Worker (New) Louis Bohn Breakfast Program 1 hour per day Range 22, Step E - \$14.37 per hour Funding: Child Nutrition School Program
Little, Rosalinda	Kindergarten Para Educator I (Replacement) Central Elementary School 3 hours per day Range 24, Step A - \$12.51 per hour Funding: IASA-Title I
Luperine, Gary	Bus Driver (Replacement) Transportation 4.5 hours per day Range 36, Step A - \$16.53 per hour Funding: Transportation-Special Education
Mackay, Sherri	School Supervision Assistant (Replacement) Hirsch Elementary School 1.5 hours per day Range 21, Step A - \$11.69 per hour Funding: General Fund
Pernell, Lorine	School Security Person (Replacement) West High School 8 hours per day Range 31, Step E - \$17.74 per hour Funding: General Fund
Silveira, Leonard	Custodian I (Replacement) Villalovoz Elementary School 8 hours per day Range 31, Step A - \$14.73 per hour Funding: General Fund
Sullivan, Mary	Bus Driver (Replacement) Transportation 4.5 hours per day Range 36, Step A - \$16.53 per hour Funding: Transportation- Home to School
Trisri, Hansa	Food Service Worker (New) Villalovoz Breakfast Program 1 hour per day Range 22, Step E - \$14.37 per hour Funding: Child Nutrition School Program
Vazquez, Lilia	Bus Driver (Replacement) Transportation 4.5 hours per day Range 36, Step A - \$16.53 per hour Funding: Transportation-Special Education

Webster, Jennifer

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

George Kelly School

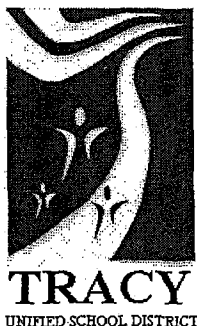
6.5 hours per day/Blue Track

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 *Jm*
DATE: January 11, 2008
SUBJECT: Accept Resignations/Retirements/Leave of Absence for Classified, Certificated, and/or Management Employment

BACKGROUND:

CERTIFICATED RESIGNATION

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
Miller, Charla Science	Monte Vista	12/14/07	Personal
Spann, Margaret	Freiler	12/21/07	Personal
Datnow, Allen	West Park	1/11/08	Personal

BACKGROUND:

CLASSIFIED RESIGNATION

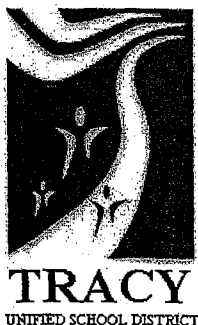
<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
Durant, Leigh Anne Clerk Typist I	Art Freiler	01/04/08	Personal
Gonzales, Georgia Food Service Worker	Hirsch	12/18/07	Personal
Hart, Alicia Clerk Typist II	Play Program Preschool	12/13/07	Personal
Nix, Monica Payroll Technician	DEC/Payroll	01/25/08	Personal
Sullivan, Mary Food Service Worker	Bohn	01/04/08	Accepted Bus Driver Position

BACKGROUND:**CLASSIFIED RETIREMENTS**

<u>NAME</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>
Lee, Luciana Clerk Typist I	West Park	12/31/07
Lopez, Lawrence Daytime YRE Lead Custodian	Art Freiler	01/15/2008

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

Prepared by: James Mousalimas, Assistant Superintendent of Human Resources



BUSINESS SERVICES MEMORANDUM

To: Dr. James Franco, Superintendent

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

Date: January 11, 2008

Subject: Accept the 2006-07 Independent Annual Financial Audit

Background: The district is required to hire an audit firm to conduct an annual independent financial audit. The audit for the 2006-07 fiscal year is complete and is being brought to the board for acceptance. These financials statements presented herein include all of the activities of the District using the integrated approach as presented by GASB Statement Number 34. The financial report states that in the auditor's independent opinion, the district's records represent fairly, in all material respects, the financial position of the Tracy Unified School District at June 30, 2007.

The audit confirms that the results of our operations and the cash flow of the district's funds for the year are in conformity with accounting principles generally accepted in the United States of America. Although there were findings with internal controls, the auditors concluded that none of the conditions described were a material weakness.

Corrections have been recommended for each of the internal controls findings and are being implemented during the current year.

Rationale: An independent Financial Audit is an opportunity to improve the district's financial processes. The financial review and findings offered highlight areas in which the district can better control assets. This agenda item meets Strategic Goal #2-Create a Quality and Effective Learning Environment for All Students.

Funding: None

Recommendation: Accept the 2006-07 Independent Annual Financial Report

Prepared by: Casey Goodall, Assoc. Superintendent for Business Services



BUSINESS SERVICES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: Dr. Casey Goodall, Associate Superintendent for Business
DATE: January 14, 2008
SUBJECT: Approve Agreement with Tracy Unified School District and the West Side Irrigation District for Interim Drainage into the West Side Irrigation District's Irrigation Canal

BACKGROUND: Construction of Kimball High School is scheduled to begin in the spring of 2008. District staff and the project's civil engineer have been meeting with the West Side Irrigation District's Board and staff to discuss using the irrigation canal as a means to convey storm water runoff during both construction and after occupancy of the school in the summer of 2009. The Tracy Gateway development project will eventually be providing storm drain improvements in Lammers Road. Once complete, TUSD will be required to connect to the new storm drain and the Agreement with the West Side Irrigation District will be terminated.

RATIONALE: TUSD is required to provide adequate storm drainage as part of the project's approval granted by both the Division of the State Architect as well as the City of Tracy. WSID has agreed to allow the District utilize their facilities for drainage. It is anticipated that the City will construct or will cause to be constructed a permanent storm drainage system that will ultimately serve Kimball High School. Therefore, the lease agreement is for a 10 year term, in the event that the permanent storm drain is not constructed, the District can extend the lease for an additional 10 years.

FUNDING: Funding in the amount \$8,500 associated with discharge fees and \$3,500 for the hook-up fees will be paid out of project funds and include funding secured from the State School Building Program in addition to local Mitigation/Developer Funds allocated to Kimball High School. The annual drainage fee of \$500.00 per year will be assessed as part of Kimball High School's operational costs.

RECOMMENDATION: Approve Agreement with Tracy Unified School District and the West Side Irrigation District for Interim Drainage into the West Side Irrigation District's Irrigation Canal.

Prepared by: Denise Wakefield, Director of Facilities

**AGREEMENT REGARDING INTERIM DRAINAGE
FOR TRACY UNIFIED SCHOOL DISTRICT
JOHN KIMBALL HIGH SCHOOL**

This Agreement Regarding Interim Drainage ("Agreement") is entered into this ____ day of _____ 2007 by and between THE WEST SIDE IRRIGATION DISTRICT ("WSID" or "District"), and TRACY UNIFIED SCHOOL DISTRICT ("TUSD").

RECITALS

WHEREAS, WSID operates an irrigation and drainage system pursuant to Division 11 of the California Water Code; and

WHEREAS, the TUSD is constructing the John Kimball High School located on Lammers Road, just outside the boundaries of the City of Tracy ("City") on a portion of property identified as Assessor Parcel No. 240-020-02 ("Property"); and

WHEREAS, in order for development to proceed TUSD needs to provide satisfactory drainage for the storm waters generated on the Property; and

WHEREAS, it is anticipated that within the next several years, the City will construct, or cause to be constructed, a storm water drainage system that will accommodate the storm water drainage generated from the Property; and

WHEREAS, WSID has agreed to provide drainage for the Property on an interim basis through its existing facilities subject to the terms and conditions of this Agreement.

NOW THEREFORE, the parties agree as follows:

AGREEMENT

1. Grant of Interim Drainage Right. On an interim basis, and on the terms and conditions hereinafter set forth, WSID hereby grants permission for TUSD to discharge accumulated storm waters from the Property into WSID's System.

2. Term. The term of this Agreement shall be for a period of ten (10) years. It is anticipated that within the next several years, the City will construct, or cause to be constructed, a storm water drainage facility to accommodate the storm water drainage generated from the Property. Should the City's permanent storm water drainage system serving the Property not be complete and functional within the ten (10) year period, TUSD shall have the option to extend this Agreement for an additional ten (10) year period. The parties shall agree on mutually acceptable terms and conditions for the extension. Further, the parties agree that should said alternate storm water drainage system be completed and functional prior to expiration of the term of this Agreement, all rights of TUSD pursuant to this Agreement shall terminate immediately upon completion of said alternate storm drain system.

3. Consideration. TUSD shall pay WSID a fee of Eight Thousand Five Hundred Dollars (\$8,500.00) to compensate WSID for receiving into its system storm water discharged pursuant to the permission granted by this Agreement. This fee includes a Three Thousand Five Hundred Dollar (\$3,500.00) hook up fee, and an annual drainage fee of Five Hundred Dollars

(\$500.00). The total amount of said consideration shall be paid by TUSD upon the execution of this Agreement. No refund of said fee shall be payable to TUSD regardless of whether or not the term of this Agreement is reduced pursuant to Section 2 above.

4. Payment of District Expenses. TUSD shall reimburse WSID for all reasonable and direct costs incurred by it for legal, engineering, inspection, and other services in connection with the preparation of this Agreement, and other similar costs. The parties acknowledge that TUSD has deposited One Thousand Dollars (\$1,000.00) with WSID toward this purpose.

5. Limited Drainage. The drainage allowed pursuant to this Agreement shall be strictly limited in size and shall have the capacity to drain 0.5 cubic feet per second (cfs) into WSID's System.

6. Installation and Operation of Drainage Facilities. Prior to the discharge of any storm water, TUSD shall design and install the necessary drainage facilities at its sole cost and expense. The specific type, location and design of the drainage facilities shall be approved in writing by WSID prior to any construction, and all discharges of storm water by TUSD pursuant to the permission granted by this Agreement shall be made by and through those drainage. Following their installation, said drainage facilities shall be operated and maintained by TUSD. TUSD shall, at all times, protect the involved canal or canals, ditch or ditches and the banks from destruction, damage or erosion resulting from the installation and operation of said improvements, and any and all such destruction, damage or erosion shall be repaired promptly and to the reasonable satisfaction of WSID, at the expense of TUSD.

7. Restrictions on Drainage. TUSD shall not discharge water in violation of any law into WSID's system at any time, or in any amount, that will create a risk of harm to property of any kind or character from flooding or otherwise. TUSD shall not discharge water, in any quantity, quality or amount, into WSID's system that is in violation of standards established by applicable law.

8. Compliance with Laws. TUSD shall comply with all laws pertaining to storm water generated from the Property, including but not limited to, compliance with the Federal Clean Water Act. TUSD agrees that they shall comply with all the requirements of the NPDES General Permit implemented by the State Water Resources Control Board for discharges of storm water. On request from WSID, TUSD shall provide WSID with copies of any required reports or filings made by the TUSD to applicable regulatory agencies in connection with operation of the storm water discharge system for the Property.

9. Indemnification. This Agreement is made on the express condition that WSID shall be free from all liability and claims for damages by reason of any injury to or death of any person, or persons, or damage to property of any kind whatsoever, arising out of or in any manner connected with the permission granted pursuant to this Agreement and/or with TUSD's acts or omissions related to this Agreement. In this regard, TUSD hereby agrees to and shall indemnify and hold harmless WSID from and against any and all claims, damages, loss, liability and expenses, including court costs and attorneys' fees, arising out of or on account of injury to or death of any person or loss of or damage to any property as hereinabove mentioned.

10. No Assignment. The permission granted by this Agreement is personal and unassignable, and such permission constitutes a license only, irrevocable in accordance with the terms of this Agreement, and for the time period specified herein. This Agreement does not grant or create an easement, or does it convey or transfer to TUSD any right, title or interest in or to any

property of WSID. TUSD shall not assign this Agreement or attempt to assign the license created hereby and any such assignment or attempted assignment shall be void. Whenever this Agreement requires an act to be performed by TUSD, such activity may be performed by TUSD, its employees, agents, or persons or entities operating under a contract with TUSD; provided that no contract or subcontract shall relieve TUSD of any of its liabilities or obligations under this Agreement, and TUSD agrees that it is fully responsible to WSID for the acts and omissions of TUSD's employees, agents, contractors, and subcontractors, and of persons either directly or indirectly employed by them in the performance of the activities.

11. Disconnection. Upon termination of this Agreement, TUSD shall immediately remove or otherwise close in a permanent manner reasonably acceptable to WSID, all discharge facilities directly connected to WSID System. Such work shall be accomplished in a good and workmanlike manner. Should TUSD fail to undertake the work specified by this section within sixty (60) days of termination of this Agreement, WSID shall have the right to undertake the work through its own forces, at the cost of TUSD.

12. Notice. All notices, requests, demands, and other communications which either party may require or desire to serve on the other under this Agreement shall be in writing and shall be served (as an alternative to personal service) by registered or certified mail, with postage thereon fully prepaid, and addressed to the party so to be served as follows:

WSID: The West Side Irrigation District
1320 Tracy Boulevard
Post Office Box 177
Tracy, California 95378
Attention: Manager

TUSD: Tracy Unified School District
1875 W. Lowell Avenue
Tracy, California 95376
Attn: Facilities Development Department

13. Amendments. This Agreement supersedes all prior negotiations of the parties hereto and contains the entire Agreement of such parties on the matters covered hereby. This Agreement may not be modified orally, or in any other manner, other than by an Agreement in writing signed by all of the parties hereto.

14. Subcontractors. In the installation, operation or maintenance of any of the drainage facilities to be installed pursuant to permission granted by this Agreement, TUSD shall insure that any independent contractor or subcontractors are contractually bound to the duties and obligations of TUSD hereunder, and require such independent contractor or subcontractor provide proof of insurance in the amounts and for the purposes reasonably required by WSID prior to the installation, operation or maintenance of said Improvements.

15. Permits and Government Approvals. TUSD shall obtain all necessary permits and governmental approvals required for their performance under this Agreement.

16. Hold Harmless. WSID shall make every reasonable effort to avoid loss of or damage to any of the drainage facilities constructed by TUSD pursuant to this Agreement. TUSD shall make no claim against WSID for, or on account of, any such loss or damage caused by or

suffered in connection with WSID's operations or activities, unless caused by the gross negligence or willful misconduct of WSID, or its employees, contractors or agents.

17. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument.

18. Attorneys Fees. In the event of any controversy, claim, or dispute, relating to this Agreement or the breach thereof, the prevailing party shall be entitled to recover from the losing party reasonable expenses, attorney's fees and costs.

THE WEST SIDE IRRIGATION DISTRICT

By _____
JACK ALVAREZ, President

ATTEST:

BARBARA KLEINERT, Secretary

TRACY UNIFIED SCHOOL DISTRICT

By _____
KELLY LEWIS, President

ATTEST:

GREGG CRANDALL, Clerk



BUSINESS SERVICES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: Dr. Casey Goodall, Associate Superintendent for Business
DATE: January 14, 2008
SUBJECT: Approve Agreement for Non-Exclusive Non-Potable Water Supply for Tracy Unified School District's John Kimball High School.

BACKGROUND: Construction of Kimball High School is scheduled to begin in the spring of 2008. District staff and the project's civil engineer have been meeting with the West Side Irrigation District's Board and staff to discuss using non-potable water from the irrigation canal for landscaping purposes. The West Side Irrigation District has agreed to supply TUSD with water as transported through facilities designed and funded by TUSD from WSID's canals and ditches.

RATIONALE: The school was designed to utilize non-potable water for irrigation and landscaping purposes by utilizing water collected in the onsite retention pond and when inadequate water is in the pond, by a delivery from the WSID resources. WSID has agreed to provide the District with water deliveries as long as the water supply is available.

FUNDING: Water used for landscaping, will be assessed as a municipal water use by WSID at rates that will be determined annually by the WSID's Board of Directors and will be accounted as Kimball High School's operational costs.

RECOMMENDATION: Approve Agreement for Non-Exclusive Non-Potable Water Supply for Tracy Unified School District's John Kimball High School.

Prepared by: Denise Wakefield, Director of Facilities

**AGREEMENT FOR NON-EXCLUSIVE NON-POTABLE WATER SUPPLY
FOR TRACY UNIFIED SCHOOL DISTRICT
JOHN KIMBALL HIGH SCHOOL**

This Agreement For Non-Exclusive Non-Potable Water Supply is made this ____ day of _____ 2007 by and between the TRACY UNIFIED SCHOOL DISTRICT (TUSD) and THE WEST SIDE IRRIGATION DISTRICT (WSID).

RECITALS

WHEREAS, WSID operates an irrigation and drainage system pursuant to Division 11 of the California Water Code; and

WHEREAS, the TUSD is constructing the John Kimball High School located on Lammers Road, just outside the boundaries of the City of Tracy ("City") on a portion of property identified as Assessor Parcel No. 240-020-02 ("Property"), which Property is within the boundaries of WSID; and

WHEREAS, in order for development to proceed TUSD needs to provide a non-potable water supply to irrigate landscaping on certain areas of the Property; and

WHEREAS, WSID and TUSD intend by this agreement to confirm the terms and conditions under which non-potable water is to be provided to the Property.

NOW THEREFORE, the parties agree as follows:

AGREEMENT

1. Non-Potable Water Supply. So long as the TUSD Property remains in the district, WSID will provide non-potable municipal water service to TUSD's Property, upon the same terms and conditions that it provides irrigation water to other property within the district boundaries, subject to any additional provisions that may be imposed by the Bureau of Reclamation if CVP water is used, because irrigation of landscaping is considered a municipal use of water by the United States.
2. Rules and Regulations. Water service from WSID is subject to WSID rules and regulations, as adopted and modified from time to time, including stand-by charges, which are due and payable regardless of whether or not water is used on the Property.
3. Rates. Rates for municipal supply will be determined annually by the Board of Directors of WSID.
4. Installation and Operation of Water Transportation Facilities. Prior to service of any non-potable water, TUSD shall design and install the facilities necessary to transport said water from the WSID water supply to the Property at TUSD's sole cost and expense. The specific type, location and design of the facilities shall be approved in writing by WSID prior to any construction, and all releases of water by WSID shall be made by and through those transportation facilities. Following their installation, said facilities shall be operated and maintained by TUSD. TUSD shall, at all times, protect WSID's canal or canals, ditch or ditches and the banks from destruction, damage or erosion resulting from the installation and operation of said improvements, and any and all such destruction, damage or erosion shall be repaired promptly and to the reasonable satisfaction of WSID, at the expense of TUSD.

5. Water Delivery Outside Regular Service Period. WSID regularly provides water service from April 1 through October 31 of each year. Should TUSD wish to schedule water service outside of these periods it must notify WSID, arrange for a mutually agreeable schedule of water deliveries, and make payment for the water scheduled, no later than March 15 of each year. Payment for water during the non-irrigation season will require payment for any percolation losses required to surcharge the WSID canals during the off-season.

6. Quality or Fitness of Water. WSID makes no warranty or representations as to the quality or fitness for use of the water sold and delivered to TUSD pursuant to this Agreement. TUSD shall be responsible for all necessary measures at its own expense for any testing, treatment, and other steps required for the intended uses of water sold pursuant to this Agreement.

7. Reduction in Water Supply. Water supply to be delivered to TUSD under this Agreement may be reduced by WSID due to drought, failure of facilities, intervening acts, or other actions beyond the control of WSID.

8. Water from Other Sources. WSID acknowledges TUSD's right to obtain water from any source other than WSID for irrigation and other beneficial purposes within the TUSD's present and future limits. WSID consents to the TUSD's provision of such services and use of such sources of water within the City's present and future limits.

9. No Assignment. The permission granted by this Agreement is personal and unassignable, and such permission constitutes a license only, irrevocable in accordance with the terms of this Agreement, and for the time period specified herein. This Agreement does not grant or create an easement, or does it convey or transfer to TUSD any right, title or interest in or to any property of WSID. TUSD shall not assign this Agreement or attempt to assign the license created hereby and any such assignment or attempted assignment shall be void. Whenever this Agreement requires an act to be performed by TUSD, such activity may be performed by TUSD, its employees, agents, or persons or entities operating under a contract with TUSD; provided that no contract or subcontract shall relieve TUSD of any of its liabilities or obligations under this Agreement, and TUSD agrees that it is fully responsible to WSID for the acts and omissions of TUSD's employees, agents, contractors, and subcontractors, and of persons either directly or indirectly employed by them in the performance of the activities.

10. Indemnification. This Agreement is made on the express condition that WSID shall be free from all liability and claims for damages by reason of any injury to or death of any person, or persons, or damage to property of any kind whatsoever, arising out of or in any manner connected with this Agreement, WSID's provision of water pursuant to this agreement, and/or with TUSD's acts or omissions related to this Agreement. In this regard, TUSD hereby agrees to and shall indemnify and hold harmless WSID from and against any and all claims, damages, loss, liability and expenses, including court costs and attorneys' fees, arising out of or on account of injury to or death of any person or loss of or damage to any property as hereinabove mentioned.

11. Payment of District Expenses. TUSD shall reimburse WSID for all reasonable and direct costs incurred by it for legal, engineering, inspection, and other services in connection with the preparation of this Agreement, and other similar costs. The parties acknowledge that TUSD has deposited One Thousand Dollars (\$1,000.00) with WSID toward this purpose.

12. Notice. All notices, requests, demands, and other communications which either party may require or desire to serve on the other under this Agreement shall be in writing and shall be served

(as an alternative to personal service) by registered or certified mail, with postage thereon fully prepaid, and addressed to the party so to be served as follows:

WSID: The West Side Irrigation District
1320 Tracy Boulevard
Post Office Box 177
Tracy, California 95378

TUSD: Tracy Unified School District
1875 W. Lowell Avenue
Tracy, California 95376
Attn: Facilities Development Department

13. Amendments. This Agreement supersedes all prior negotiations of the parties hereto and contains the entire Agreement of such parties on the matters covered hereby. This Agreement may not be modified orally, or in any other manner, other than by an Agreement in writing signed by all of the parties hereto.

14. Permits and Government Approvals. TUSD shall obtain all necessary permits and governmental approvals required for their performance under this Agreement.

15. Attorneys Fees. In the event of any controversy, claim, or dispute, relating to this Agreement or the breach thereof, the prevailing party shall be entitled to recover from the losing party reasonable expenses, attorney's fees and costs.

16. Counterparts. The parties may execute this Agreement in counterparts, which shall, in the aggregate, be signed by both parties; each counterpart shall be deemed an original instrument as against any party who has signed it. In the event of any disparity between the counterparts produced, the recorded counterpart shall be controlling.

THE WEST SIDE IRRIGATION DISTRICT

By _____
Jack Alvarez, President

ATTEST:

Barbara Kleinert, Secretary

TRACY UNIFIED SCHOOL DISTRICT.

By _____
Casey Goodall
Assistant Superintendent for Business.



BUSINESS SERVICES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: Dr. Casey Goodall, Associate Superintendent for Business
DATE: January 14, 2008
SUBJECT: Approve Amendments to Rainforth Grau Architect Professional Service Agreement for Tracy High School Modernization to Separate Projects Related to Career Technical Program Grants

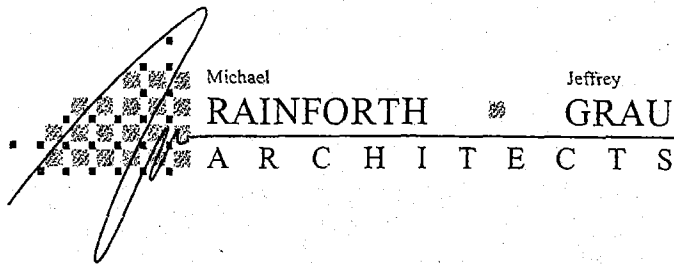
BACKGROUND: The State School Facilities Bond of 2006 provided aid to local educational agencies to reconfigure, construct and modernize Career Technical Education (CTE) facilities and/or purchase equipment for CTE programs. Applications for the first round of funding had to be submitted by October 3, 2007. TUSD submitted applications for five (5) career technical programs for Tracy High School and at this time it anticipated that all five applications will be funded. TUSD expects to receive approximately \$3 million in matching State Grants. Applications for Tracy High School include: Vehicle Maintenance, Service and Repair Facilities; Computer Hardware, Electrical and Network Engineering Facility; Food Services and Hospitality Facility; Architectural and Structural Engineering Facility; Child Development Facility.

RATIONALE: TUSD is required to track project design, planning, document preparation and construction costs as separate projects, even though they are considered part of the overall plans for Tracy High School modernization. Architect fees were included in the cost estimates provided to the State as part of the CTE Applications.

FUNDING: Funding for Rainforth Grau Architect's fees in the amount of \$565,414 will come from a combination of the CTE grants and local bond funds.

RECOMMENDATION: Approve Amendments to Rainforth Grau Architect Professional Service Agreement for Tracy High School Modernization to Include Career Technical Education Program Grants

Prepared by: Denise Wakefield, Director of Facilities



Architecture & Planning ■

January 7, 2008

2407 J Street, Suite 202 ■

Sacramento, CA 95816-5020 ■

AMENDMENT Number 2 to the

Contract for Architectural Services between
Tracy Unified School District and
Rainforth ■ Grau ■ Architects (for)
Modernization of Tracy High School
Bearing an original date of August 23, 2006

This Amendment made on January 7, 2008 as follows:

(916) 368-7990 ■

FAX: (916) 368-7996 ■

Whereas the Modernization of Tracy High School will be planned, drawn, approved, bid and built in several phases over more than one year and the portions of the entire scope of work will be funded separately as Modernizations and / or CTE Grant Program work and / or New Construction and it is in the interests of project tracking and funding that the portions be identified separately and

A Professional Corporation ■

Whereas the District and the Architect desire to simplify billing and payment of fees for each portion and the whole project,

The Tracy Unified School District and the Architect agree as follows:

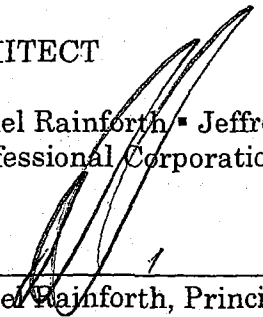
1. The Modernization of the Vehicle Maintenance, Service and Repair Facility is a CTE Grant Facility and recognized as a separate Project Portion within the Tracy High School Modernization Project.
2. This portion will be programmed, planned, drawn, and approved separately from other portions per the Contract Article 3. Architects' Services, Paragraphs 3.1.1 through 3.1.9 and all subparagraphs included therewith, but may be combined with other portions for bidding and construction phases for the convenience of the district and as agreed to be in the best interests of the Project whole.
3. Efforts of the Architect and his engineering consultants on this and other portions of the Project are NOT considered to be an "additional service". However, the Architect will be compensated through DSA approvals (at 75%) per the original Contract provisions of Article 7 Architect's Compensation, Paragraph 7.1 wherein the Fee calculation is computed for each Portion as each will be separate documentation and recognized to require additional effort and Article 8 Payments to the Architect, Paragraph 8.1 through 8.6.5.

4. Thereafter, for services required of the Architect for Bidding and Construction Administration, the Architect will be compensated at a rate refigured for the aggregate bid amount of the combined portions let as one contract and compensated through the remaining 25% at that re-computed rate.
5. Until programming and planning are completed and a solution with associated construction and project costs is available, the Architect may bill for his efforts per his Hourly Fee Schedule "U" with all such billings being credited against the fee calculation determined from the construction cost agreed to when the District approves the plan solution.
6. For the purpose of initiating this project Portion the Construction Cost estimate is agreed to be \$1,291,000 and is subject to revision at the conclusion of Schematic Design AND the Architect's Fee until that time is agreed to be \$149,510.

The undersigned agree to this Amendment Number 2 to the original Contract.

ARCHITECT

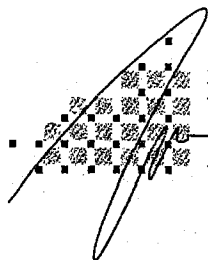
Michael Rainforth ■ Jeffrey Grau ■ Architects
A Professional Corporation

By  _____
Michael Rainforth, Principal Architect
License Number C8289

DISTRICT

Tracy Unified School District

By _____
Casey Goodall
Assistant Superintendent, Business Services



Michael

RAINFORTH

Jeffrey

GRAU

A R C H I T E C T S

Architecture & Planning ■

January 7, 2008

2407 J Street, Suite 202 ■

Sacramento, CA 95816-5020 ■

AMENDMENT Number 3 to the

Contract for Architectural Services between
Tracy Unified School District and
Rainforth ■ Grau ■ Architects (for)
Modernization of Tracy High School
Bearing an original date of August 23, 2006

This Amendment made on January 7, 2008 as follows:

(916) 368-7990 ■

FAX: (916) 368-7996 ■

Whereas the Modernization of Tracy High School will be planned, drawn, approved, bid and built in several phases over more than one year and the portions of the entire scope of work will be funded separately as Modernizations and / or CTE Grant Program work and / or New Construction and it is in the interests of project tracking and funding that the portions be identified separately and

A Professional Corporation ■

Whereas the District and the Architect desire to simplify billing and payment of fees for each portion and the whole project,

The Tracy Unified School District and the Architect agree as follows:

1. The Modernization of the Computer Hardware, Electrical and Network Engineering Facility is a CTE Grant Facility and recognized as a separate Project Portion within the Tracy High School Modernization Project.
2. This portion will be programmed, planned, drawn, and approved separately from other portions per the Contract Article 3. Architects' Services, Paragraphs 3.1.1 through 3.1.9 and all subparagraphs included therewith, but may be combined with other portions for bidding and construction phases for the convenience of the district and as agreed to be in the best interests of the Project whole.
3. Efforts of the Architect and his engineering consultants on this and other portions of the Project are NOT considered to be an "additional service". However, the Architect will be compensated through DSA approvals (at 75%) per the original Contract provisions of Article 7 Architect's Compensation, Paragraph 7.1 wherein the Fee calculation is computed for each Portion as each will be separate documentation and recognized to require additional effort and Article 8 Payments to the Architect, Paragraph 8.1 through 8.6.5.

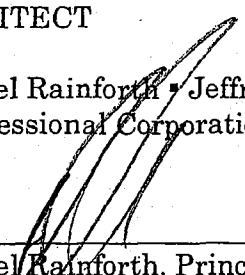
January 7, 2008
AMENDMENT Number 3
Contract for Architectural Services
Modernization of Tracy High School
Page 2

4. Thereafter, for services required of the Architect for Bidding and Construction Administration, the Architect will be compensated at a rate refigured for the aggregate bid amount of the combined portions let as one contract and compensated through the remaining 25% at that re-computed rate.
5. Until programming and planning are completed and a solution with associated construction and project costs is available, the Architect may bill for his efforts per his Hourly Fee Schedule "U" with all such billings being credited against the fee calculation determined from the construction cost agreed to when the District approves the plan solution.
6. For the purpose of initiating this project Portion the Construction Cost estimate is agreed to be \$785,200 and is subject to revision at the conclusion of Schematic Design AND the Architect's Fee until that time is agreed to be \$92,798.

The undersigned agree to this Amendment Number 3 to the original Contract.

ARCHITECT

Michael Rainforth ▪ Jeffrey Grau ▪ Architects
A Professional Corporation

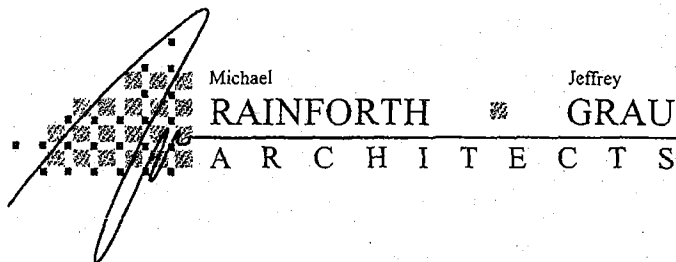
By 
Michael Rainforth, Principal Architect
License Number C8289

DISTRICT

Tracy Unified School District

By _____
Casey Goodall
Assistant Superintendent, Business Services

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Architecture & Planning ■

January 7, 2008

2407 J Street, Suite 202 ■

Sacramento, CA 95816-5020 ■

AMENDMENT Number 4 to the

Contract for Architectural Services between
Tracy Unified School District and
Rainforth ■ Grau ■ Architects (for)
Modernization of Tracy High School
Bearing an original date of August 23, 2006

This Amendment made on January 7, 2008 as follows:

(916) 368-7990 ■

FAX: (916) 368-7996 ■

A Professional Corporation ■

Whereas the Modernization of Tracy High School will be planned, drawn, approved, bid and built in several phases over more than one year and the portions of the entire scope of work will be funded separately as Modernizations and / or CTE Grant Program work and / or New Construction and it is in the interests of project tracking and funding that the portions be identified separately and

Whereas the District and the Architect desire to simplify billing and payment of fees for each portion and the whole project,

The Tracy Unified School District and the Architect agree as follows:

1. The Modernization of the Food Services and Hospitality Facility is a CTE Grant Facility and recognized as a separate Project Portion within the Tracy High School Modernization Project.
2. This portion will be programmed, planned, drawn, and approved separately from other portions per the Contract Article 3. Architects' Services, Paragraphs 3.1.1 through 3.1.9 and all subparagraphs included therewith, but may be combined with other portions for bidding and construction phases for the convenience of the district and as agreed to be in the best interests of the Project whole.
3. Efforts of the Architect and his engineering consultants on this and other portions of the Project are NOT considered to be an "additional service". However, the Architect will be compensated through DSA approvals (at 75%) per the original Contract provisions of Article 7 Architect's Compensation, Paragraph 7.1 wherein the Fee calculation is computed for each Portion as each will be separate documentation and recognized to require additional effort and Article 8 Payments to the Architect, Paragraph 8.1 through 8.6.5.

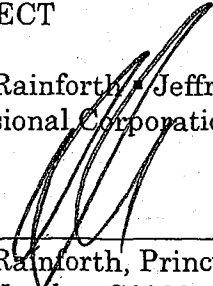
January 7, 2008
AMENDMENT Number 4
Contract for Architectural Services
Modernization of Tracy High School
Page 2

4. Thereafter, for services required of the Architect for Bidding and Construction Administration, the Architect will be compensated at a rate refigured for the aggregate bid amount of the combined portions let as one contract and compensated through the remaining 25% at that re-computed rate.
5. Until programming and planning are completed and a solution with associated construction and project costs is available, the Architect may bill for his efforts per his Hourly Fee Schedule "U" with all such billings being credited against the fee calculation determined from the construction cost agreed to when the District approves the plan solution.
6. For the purpose of initiating this project Portion the Construction Cost estimate is agreed to be \$872,600 and is subject to revision at the conclusion of Schematic Design AND the Architect's Fee until that time is agreed to be \$102,849.

The undersigned agree to this Amendment Number 4 to the original Contract.

ARCHITECT

Michael Rainforth • Jeffrey Grau • Architects
A Professional Corporation

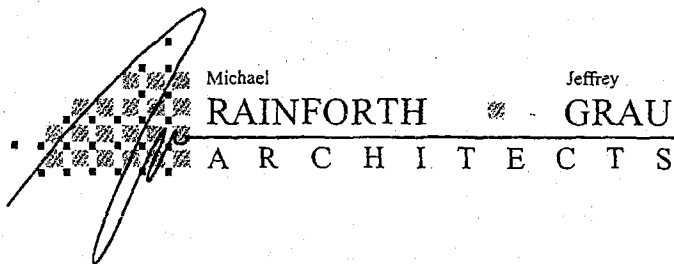
By 
Michael Rainforth, Principal Architect
License Number C8289

DISTRICT

Tracy Unified School District

By _____
Casey Goodall
Assistant Superintendent, Business Services

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Architecture & Planning ■

January 7, 2008

2407 J Street, Suite 202 ■

Sacramento, CA 95816-5020 ■

AMENDMENT Number 5 to the

Contract for Architectural Services between
Tracy Unified School District and
Rainforth ■ Grau ■ Architects (for)
Modernization of Tracy High School
Bearing an original date of August 23, 2006

This Amendment made on January 7, 2008 as follows:

(916) 368-7990 ■

FAX: (916) 368-7996 ■

Whereas the Modernization of Tracy High School will be planned, drawn, approved, bid and built in several phases over more than one year and the portions of the entire scope of work will be funded separately as Modernizations and / or CTE Grant Program work and / or New Construction and it is in the interests of project tracking and funding that the portions be identified separately and

A Professional Corporation ■

Whereas the District and the Architect desire to simplify billing and payment of fees for each portion and the whole project,

The Tracy Unified School District and the Architect agree as follows:

1. The Modernization of the Architectural and Structural Engineering Facility is a CTE Grant Facility and recognized as a separate Project Portion within the Tracy High School Modernization Project.
2. This portion will be programmed, planned, drawn, and approved separately from other portions per the Contract Article 3. Architects' Services, Paragraphs 3.1.1 through 3.1.9 and all subparagraphs included therewith, but may be combined with other portions for bidding and construction phases for the convenience of the district and as agreed to be in the best interests of the Project whole.
3. Efforts of the Architect and his engineering consultants on this and other portions of the Project are NOT considered to be an "additional service". However, the Architect will be compensated through DSA approvals (at 75%) per the original Contract provisions of Article 7 Architect's Compensation, Paragraph 7.1 wherein the Fee calculation is computed for each Portion as each will be separate documentation and recognized to require additional effort and Article 8 Payments to the Architect, Paragraph 8.1 through 8.6.5.

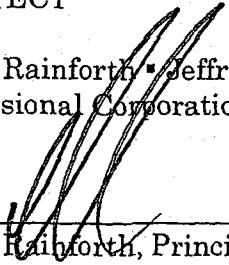
January 7, 2008
AMENDMENT Number 5
Contract for Architectural Services
Modernization of Tracy High School
Page 2

4. Thereafter, for services required of the Architect for Bidding and Construction Administration, the Architect will be compensated at a rate refigured for the aggregate bid amount of the combined portions let as one contract and compensated through the remaining 25% at that re-computed rate.
5. Until programming and planning are completed and a solution with associated construction and project costs is available, the Architect may bill for his efforts per his Hourly Fee Schedule "U" with all such billings being credited against the fee calculation determined from the construction cost agreed to when the District approves the plan solution.
6. For the purpose of initiating this project Portion the Construction Cost estimate is agreed to be \$980,000 and is subject to revision at the conclusion of Schematic Design AND the Architect's Fee until that time is agreed to be \$115,200.

The undersigned agree to this Amendment Number 5 to the original Contract.

ARCHITECT

Michael Rainforth ▪ Jeffrey Grau ▪ Architects
A Professional Corporation

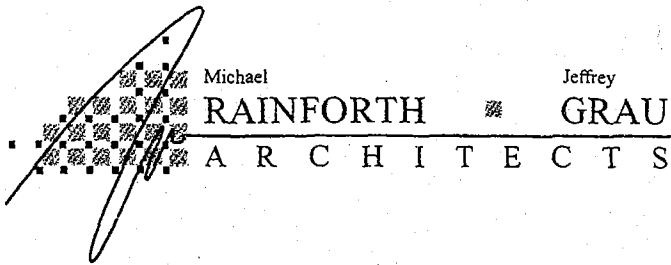
By 
Michael Rainforth, Principal Architect
License Number C8289

DISTRICT

Tracy Unified School District

By _____
Casey Goodall
Assistant Superintendent, Business Services

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Architecture & Planning ■

January 7, 2008

2407 J Street, Suite 202 ■

Sacramento, CA 95816-5020 ■

AMENDMENT Number 6 to the

Contract for Architectural Services between
Tracy Unified School District and
Rainforth ■ Grau ■ Architects (for)
Modernization of Tracy High School
Bearing an original date of August 23, 2006

This Amendment made on January 7, 2008 as follows:

(916) 368-7990 ■

FAX: (916) 368-7996 ■

Whereas the Modernization of Tracy High School will be planned, drawn, approved, bid and built in several phases over more than one year and the portions of the entire scope of work will be funded separately as Modernizations and / or CTE Grant Program work and / or New Construction and it is in the interests of project tracking and funding that the portions be identified separately and

A Professional Corporation ■

Whereas the District and the Architect desire to simplify billing and payment of fees for each portion and the whole project,

The Tracy Unified School District and the Architect agree as follows:

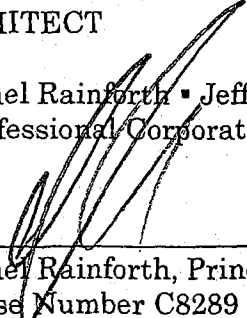
1. The Modernization of the Child Development Facility is a CTE Grant Facility and recognized as a separate Project Portion within the Tracy High School Modernization Project.
2. This portion will be programmed, planned, drawn, and approved separately from other portions per the Contract Article 3. Architects' Services, Paragraphs 3.1.1 through 3.1.9 and all subparagraphs included therewith, but may be combined with other portions for bidding and construction phases for the convenience of the district and as agreed to be in the best interests of the Project whole.
3. Efforts of the Architect and his engineering consultants on this and other portions of the Project are NOT considered to be an "additional service". However, the Architect will be compensated through DSA approvals (at 75%) per the original Contract provisions of Article 7 Architect's Compensation, Paragraph 7.1 wherein the Fee calculation is computed for each Portion as each will be separate documentation and recognized to require additional effort and Article 8 Payments to the Architect, Paragraph 8.1 through 8.6.5.

4. Thereafter, for services required of the Architect for Bidding and Construction Administration, the Architect will be compensated at a rate refigured for the aggregate bid amount of the combined portions let as one contract and compensated through the remaining 25% at that re-computed rate.
5. Until programming and planning are completed and a solution with associated construction and project costs is available, the Architect may bill for his efforts per his Hourly Fee Schedule "U" with all such billings being credited against the fee calculation determined from the construction cost agreed to when the District approves the plan solution.
6. For the purpose of initiating this project Portion the Construction Cost estimate is agreed to be \$891,800 and is subject to revision at the conclusion of Schematic Design AND the Architect's Fee until that time is agreed to be \$105,057.

The undersigned agree to this Amendment Number 6 to the original Contract.

ARCHITECT

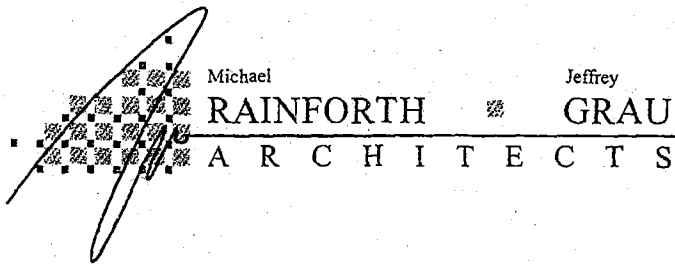
Michael Rainforth ■ Jeffrey Grau ■ Architects
A Professional Corporation

By 
Michael Rainforth, Principal Architect
License Number C8289

DISTRICT

Tracy Unified School District

By _____
Casey Goodall
Assistant Superintendent, Business Services



Architecture & Planning ■

January 7, 2008

2407 J Street, Suite 202 ■

Sacramento, CA 95816-5020 ■

AMENDMENT Number 7 to the

Contract for Architectural Services between
Tracy Unified School District and
Rainforth ■ Grau ■ Architects (for)
Modernization of Tracy High School
Bearing an original date of August 23, 2006

This Amendment made on January 7, 2008 as follows:

(916) 368-7990 ■

FAX: (916) 368-7996 ■

Whereas the Modernization of Tracy High School will be planned, drawn, approved, bid and built in several phases over more than one year and the portions of the entire scope of work will be funded separately as Modernizations and / or CTE Grant Program work and / or New Construction and it is in the interests of project tracking and funding that the portions be identified separately and

A Professional Corporation ■

Whereas the District and the Architect desire to simplify billing and payment of fees for each portion and the whole project,

The Tracy Unified School District and the Architect agree as follows:

1. The Modernization of the Agricultural Education Facility is a pending CTE Grant Facility and recognized as a separate Project Portion within the Tracy High School Modernization Project.
2. This portion will be programmed, planned, drawn, and approved separately from other portions per the Contract Article 3. Architects' Services, Paragraphs 3.1.1 through 3.1.9 and all subparagraphs included therewith, but may be combined with other portions for bidding and construction phases for the convenience of the district and as agreed to be in the best interests of the Project whole.
3. Efforts of the Architect and his engineering consultants on this and other portions of the Project are NOT considered to be an "additional service". However, the Architect will be compensated through DSA approvals (at 75%) per the original Contract provisions of Article 7 Architect's Compensation, Paragraph 7.1 wherein the Fee calculation is computed for each Portion as each will be separate documentation and recognized to require additional effort and Article 8 Payments to the Architect, Paragraph 8.1 through 8.6.5.

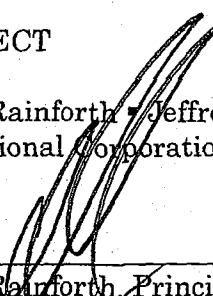
January 7, 2008
AMENDMENT Number 7
Contract for Architectural Services
Modernization of Tracy High School
Page 2

4. Thereafter, for services required of the Architect for Bidding and Construction Administration, the Architect will be compensated at a rate refigured for the aggregate bid amount of the combined portions let as one contract and compensated through the remaining 25% at that re-computed rate.
5. Until programming and planning are completed and a solution with associated construction and project costs is available, the Architect may bill for his efforts per his Hourly Fee Schedule "U" with all such billings being credited against the fee calculation determined from the construction cost agreed to when the District approves the plan solution.
6. For the purpose of initiating this project Portion the Construction Cost estimate is agreed to be \$1,790,000 and is subject to revision at the conclusion of Schematic Design AND the Architect's Fee until that time is agreed to be \$204,400.

The undersigned agree to this Amendment Number 7 to the original Contract.

ARCHITECT

Michael Rainforth • Jeffrey Grau • Architects
A Professional Corporation

By 
Michael Rainforth, Principal Architect
License Number C8289

DISTRICT

Tracy Unified School District

By _____
Casey Goodall
Assistant Superintendent, Business Services

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EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: Dr. Sheila Harrison, Assistant Superintendent of Educational Services
DATE: January 10, 2008
SUBJECT: Approve Wide Area Network License Agreement with SUNESYS for High Speed Digital Fiber Wide Area Network Services.

BACKGROUND: The District's wide area network (WAN) infrastructure currently uses T1 access circuits and wireless access bridges to connect the District Office and school sites to support computer data networks, voice over IP, and video distribution for educational curriculum and services. The District's wide area network bandwidth has reached capacity to support current applications and services to the schools and is inadequate to meet current needs. The wireless bridges at three schools have reached end of life cycle and are providing unreliable connectivity. These wireless bridges are planned for replacement during the next budget year. An additional wireless bridge is planned for installation in the next budget year to support the District's new high school. A recently installed wireless bridge at one school continues to have sporadic downtimes.

RATIONALE: The District does not have an effective, adequate and reliable wide area network infrastructure. The District's wide area network infrastructure uses two T1 access circuits to connect to fourteen schools and wireless bridges to connect to five schools. A T1 has a bandwidth of 1.5MB. The wireless bridges have a bandwidth that range from 5MB to 100MB. These bandwidth capacities are inadequate to support video distribution, video streaming, video conferencing, online learning, and security surveillance to all schools.

A high speed, secure, dedicated, state of the art digital fiber optic network system between the District Office and school sites is needed to support current applications and services. The Fiber WAN will allow the District to achieve an industry standard based infrastructure which will support and enhance educational and administrative services at all sites with flexibility for cost-effective expansion in the future. The initial bandwidth of the high speed digital fiber wide area network is 1000MB and is needed to support current educational and administrative services. The wireless bridges planned for replacement and new installations in the next budget year will not be purchased and implemented. This meets Strategic Goal #3, Technology as a tool for improvement in classrooms and operations.

FUNDING: Funding for the five year agreement is \$3,481,740. Annual funding in the amount of \$696,348 will come from the unrestricted ending balance.

RECOMMENDATION: Approve Wide Area Network License Agreement with SUNESYS for High Speed Digital Fiber Wide Area Network Services.

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



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: Dr. Sheila Harrison, Assistant Superintendent of Educational Services
DATE: January 9, 2008
SUBJECT: Approve Adoption of K-8 Science Textbooks

BACKGROUND: As part of the instructional materials adoption process, K-8 science teachers have been engaged in evaluating textbooks. In 2006-2007, the K-8 Science Committee developed criteria for evaluating instructional materials and reviewed several programs for their alignment with district and state standards. During the first trimester of 2007-2008, the K-8 Science Committee's work focused on: piloting materials; seeking input from district teachers, parents, and the public; and recommending materials for adoption. One of the key aspects of this review process was to ensure that the material presented in the text is aligned with the state content standards for science. The following lists the texts that are being recommended for adoption:

Publisher	Title	ISBN#
K		
Houghton Mifflin	<i>California Science Kindergarten Kit</i> (1 per classroom)	0618767479
	<i>Science Independent Books, Science Support Set</i> (1 per classroom)	0618781099
	<i>Science Independent Books, On Level Set</i> (1 per classroom)	0618781161
	<i>Science Independent Books, Challenge Set</i> (1 per classroom)	0618781234
1		
Houghton Mifflin	<i>California Science 1</i>	0618686150
	<i>CA Science Interactive Textbook</i> (consumable)	0547004613
2		
Houghton Mifflin	<i>California Science 2</i>	0618686169
	<i>CA Science Interactive Textbook</i> (consumable)	0547004605
3		
Houghton Mifflin	<i>California Science 3</i>	0618686177
	<i>CA Science Interactive Textbook</i> (consumable)	054700463X
4		
Houghton Mifflin	<i>California Science 4</i>	0618686185
	<i>CA Science Interactive Textbook</i> (consumable)	0547004648
5		
Houghton Mifflin	<i>California Science 5</i>	0618686193
	<i>CA Science Interactive Textbook</i> (consumable)	0547004656
6		
Prentice Hall	<i>Focus on Earth Science 6</i>	013201274X
	<i>Reading & Note-Taking Guide, Level A</i> (consumable)	0132034387
7		
Prentice Hall	<i>Focus on Life Science 7</i>	0132012723
	<i>Reading & Note-Taking Guide, Level A</i> (consumable)	0132034417
8		
Prentice Hall	<i>Focus on Physical Science 8</i>	0132012707
	<i>Reading & Note-Taking Guide, Level A</i> (consumable)	013203445X

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

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

This agenda item meets Strategic Goal #2: Create a Quality and Effective Learning Environment for all Students by providing materials for all staff to maximize the success of diverse learners (2.1.4).

FUNDING: Funding for the purchase of recommended materials in the amount of \$635,000 will be provided by state instructional textbook funds.

RECOMMENDATION: Approve Adoption of K-8 Science Textbooks.

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



HUMAN RESOURCES MEMORANDUM

To: Jim Franco, Superintendent
From: James Mousalimas, Assistant Superintendent for Human Resources *JM*
Date: January 14, 2008
Subject: **Approve Job Description for Mathematics Para Educator I**

BACKGROUND: With the implementation of the NCLB Highly Qualified Teachers requirements, the shortage of mathematics teachers in San Joaquin County, the state of California, and the nation has increased. Teachers of mathematics in grades 7-12 must now hold a single subject credential in mathematics and meet all requirements to become "highly qualified" under NCLB. In order to ensure that Tracy Unified can hire qualified mathematics teachers in the coming years, the District is participating in a mathematics teacher apprentice program offered through the San Joaquin County Office of Education. On March 27, 2007, the Tracy Board of Trustees approved the funding for participation in the SJCOE Teacher Apprentice Program (TAP).

RATIONALE: The Teacher Apprentice Program (TAP) recruited four current Tracy High School students who are strong in math and have an interest in becoming teachers. The TAP students are utilizing an elective period during their senior year to work as an apprentice with a skilled Tracy High math teacher. Upon graduation from Tracy High, these students will enroll in Delta College, enter the IMPACT Paraprofessional Teacher Training Program (PTTP) and be employed as 2-hour math paraprofessionals with Tracy Unified. The Mathematics Para Educator I job description is written specifically for the TAP participants. The Mathematics Para Educators will be assigned to assist mathematics teachers at the high school and/or middle school level.

FUNDING: Categorical Funds--CAHSEE Remediation

RECOMMENDATIONS: Approve Job Description for Mathematics Para Educator I

Prepared by: James Mousalimas, Assistant Superintendent for Human Resources

TRACY UNIFIED SCHOOL DISTRICT JOB DESCRIPTION

POSTION TITLE: Mathematics Para Educator I

DEPARTMENT/DIVISION: Educational Services

DRAFT

POSITION SUMMARY:

Under the supervision of the classroom instructor, to serve as an assistant to mathematics teachers by aiding in the supervision and training of students and assisting in the preparation, assembling and delivery of instructional lessons.

ESSENTIAL FUNCTIONS:

1. Assists teachers in the conducting of lessons and a variety of classroom activities
2. Tutors mathematics students and works with student groups in a supportive, nurturing, respectful and helpful manner under teacher direction
3. Assists in maintaining order among students in the classroom to maintain an effective learning environment
4. Apprises teacher of behavioral and learning problems experienced by the students
5. Works with instructional materials such as workbooks, flash cards, and multiplication tables.
6. Prepares for, assists with, and cleans up after various classroom projects
7. Assists in the preparation of graphic and written teaching materials
8. Assists teachers with monitoring individual student progress
9. Assists in administering and scoring of tests and examinations related to the mathematics program
10. Assists the teacher with explaining and clarifying work assignments
11. Maintains records, logs and files related to the mathematics program
12. Assists in maintaining inventory of books, teaching aids and other supplies
13. Helps individual students with specific problems.
14. Maintains regular and prompt attendance in the workplace.
15. Performs other related duties as assigned.

EDUCATION AND EXPERIENCE:

Ability to carry out oral and written directions, read, write, and speak at a level sufficient to fulfill the duties to be performed. High school diploma or equivalent and Highly Qualified under NCLB requirements. Must be enrolled in the San Joaquin County Office of Education Teacher Apprentice Program and Paraprofessional Teacher Training Program.

SKILLS AND QUALIFICATIONS:

1. Knowledge of English usage, grammar, spelling, punctuation, and vocabulary
2. Knowledge of high school level mathematics
3. Ability to assist with supervising the learning activities in a school district setting
4. Ability to work independently on own initiative
5. Ability to operate standard office and instructional equipment
6. Ability to maintain cooperative working relationships with those contacted in the course of work.

PHYSICAL REQUIREMENTS:

Employees in this position must have the ability to:

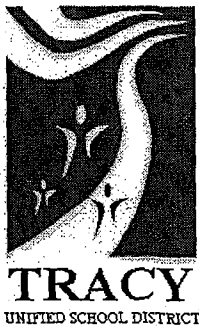
1. Stand and walk on hard and/or uneven surfaces for extended periods of time.
2. Bend, squat and/or stoop for brief periods of time.
3. Reach above shoulder level for brief periods of time.
4. Reach overhead, grasp, push/pull up to 50 lbs. for short distances.
5. Lift and carry up to 50 lbs. at shoulder height for short distances.
6. Run short distances.
7. Sit for extended periods of time.
8. Hear and understand speech at normal levels and on the telephone with or without hearing aids.
9. Speak so that others may understand at normal levels and on the telephone.
10. See and read a computer screen and printed matter with or without vision aids.
11. Enter data/information into a computer terminal/typewriter and operate standard office equipment.

WORK ENVIRONMENT:

Employees in this position will be required to work indoors and outdoors in various weather conditions during the course of the required work schedule.

SALARY: Classified range 24

Board Approved:



HUMAN RESOURCES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: James Mousalimas, Assistant Superintendent of Human Resources
DATE: January 8, 2008
SUBJECT: Authorize Tracy Unified School District to Submit a Waiver Request to Waive Ed Code 80024.1 for Morgan Sowell

BACKGROUND: For the 2007 - 2008 school year Tracy Unified School District will request a waiver for Science teacher Morgan Sowell, to allow him to complete requirements for initial issuance of a Single Subject Science teaching permit. The waiver request is needed to allow Mr. Sowell time to pass the 3rd and final Biology CSET subtest and move into an Intern program. Mr. Sowell has completed a B.A. from Humboldt State University, and the California Basic Education Skills Test (CBEST.)

RATIONALE: The District needs Board authorization to request the waiver. Mr. Sowell has completed all requirements for a California Intern program except for the CSET.

FUNDING: None.

RECOMMENDATION: Authorize Tracy Unified School District to Submit a Waiver Request to Waive Ed Code 80024.1 for Morgan Sowell.

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



VARIABLE TERM WAIVER REQUEST

Requests must be prepared by the employing agency, not the applicant. All materials must be clear enough to photocopy.

1. EMPLOYING AGENCY (include mailing address) Tracy Unified School District 1875 W. Lowell Ave. Tracy CA 95376	County/District CDS Code 39/75499	Contact Person: Susie Martin Telephone #: 209-830-3260 FAX #: 209-830-3264 E-Mail: smartin@tusd.net
<input type="checkbox"/> NPS/NPA (list county code _____)		

2. APPLICANT INFORMATION

Social Security Number

5	6	7	--	6	1	--	1	7	6	9
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If fingerprint clearance is not on file at CTC, include a completed application (form 41-4) and LiveScan receipt (41-LS). If needed, a review by the Division of Professional Practices will be concluded before a waiver approval letter will be issued.

Full Legal Name Sowell Morgan Z.
Last First Middle

Former Name(s) _____ Birth Date 5/5/80

Applicant's Mailing Address 165 Berverdor Av.-Tracy CA 95376

Credential Needed for Waiver Single Subject: Biology

(Specific title and subject area of the credential that authorizes the assignment. Note that the subject must be one that is available under current regulations.)

Assignment Biology 6-8

Specific position and grade level (e.g. chemistry teacher, grades 11-12)

For bilingual assignment list LANGUAGE: _____

Is this a full time position? Yes ☒ No ☐

If not, indicate how many periods a day the individual will be teaching the waiver assignment(s) _____

Is this a subsequent waiver? (see #9 for additional information) Yes ☐ No ☒

3. EDUCATION CODE OR TITLE 5 SECTION TO BE WAIVED

Specific section(s) covering the assignment: 80024.1

4. EFFECTIVE DATES

1 / 1 / 2008 to 6 / 30 / 2008

Waivers are dated effective the beginning date of service. Provide the ending date of your school term, track or year below. A justification MUST be included if the expiration date extends beyond the term, track or year.

Ending date of school term, track, or year: 6 / 30 / 2008

5. STATEWIDE HIGH INCIDENCE AREA WAIVER REQUESTS:

a. INDICATE THE HIGH INCIDENCE AREA FOR THE ASSIGNMENT

- ☐ Special Education
- ☐ Clinical or Rehabilitative Services
- ☐ Speech-Language Pathology Services
- ☐ Driver Education and Training
- ☐ 30-Day Substitute

b. INDICATE WHAT WAS DONE THIS YEAR TO LOCATE AND RECRUIT INDIVIDUALS TO FILL THIS POSITION

No copies are necessary if this is a recognized high incidence area.

- ☐ Advertised in local/national newspapers
- ☐ Advertised in professional journals
- ☐ Attended job fairs in California
- ☐ Attended recruitment out-of-state
- ☐ Contacted IHE placement centers
- ☐ Distributed job announcements
- ☐ Internet
- ☐ Other _____

c. IF THIS IS AN INITIAL WAIVER REQUEST, EXPLAIN WHAT MAKES THE APPLICANT THE BEST CANDIDATE

Include detailed information about the individual's professional preparation and expertise in the subject/area requested and attach appropriate documentation including transcripts, examination score reports, and verification of experience.

6. NON STATEWIDE LOW INCIDENCE AREA WAIVER REQUESTS:

a. INDICATE THE LOW INCIDENCE AREA FOR THE ASSIGNMENT

- ☐ Administrative Services
- ☒ Single Subject Teaching (all subject areas)
- ☐ Designated Subjects – except driver education and training
- ☐ Library Media Services
- ☐ Multiple Subject Teaching
- ☐ Pupil Personnel Services: Counseling, Psychology, Social Work
- ☐ Reading Specialist/Certificate
- ☐ Teacher of English Learner Students

b. INDICATE WHAT WAS DONE THIS YEAR TO LOCATE AND RECRUIT INDIVIDUALS TO FILL THIS POSITION

Copies of announcements, advertisements, web site registration, etc. **must** be attached.

The employer must verify **all** of the following:

- ☒ Distributed job announcements
- ☒ Contacted IHE placement centers
- ☒ Internet (i.e. www.edjoin.org)

Optional recruitment methods:

- ☐ Advertised in local/national newspaper
- ☐ Attended job fairs in California
- ☐ Attended recruitment out-of-state
- ☐ Advertised in professional journals
- ☐ Other _____

c. PROVIDE DETAILED INFORMATION ABOUT THE RESULTS OF RECRUITMENT EFFORTS. BE SURE TO ANSWER EACH OF THE FOLLOWING QUESTIONS:

How many individuals credentialed in the authorization of the waiver request applied for the position?

14

How many individuals credentialed in the authorization of the waiver request were interviewed?

14

What were the results of those interviews? (Please indicate answers in numbers)

- 6 Applicant(s) withdrew
- 6 Candidate(s) declined job offer
- 8 Candidate(s) found unsuitable for the assignment

d. PROVIDE THE SPECIFIC EMPLOYMENT CRITERIA FOR THE POSITION

What special skills and knowledge are needed to successfully perform in this position? These should also be described in your recruitment advertisements and announcements.

Must possess or be able to obtain the appropriate CA credential. Possession of CLAD certificate or agree to earn CLAD certificate.

e. IF THIS IS AN INITIAL WAIVER REQUEST, EXPLAIN WHAT MAKES THE APPLICANT THE BEST CANDIDATE

Include detailed information about the individual's professional preparation and expertise in the subject/area requested and attach appropriate documentation including transcripts, examination score reports, and verification of experience.

The applicant has taken and passed 2 of the 3 CSETs for Biology. He will take the final CSET subtest needed for the Biology subject matter and once he has passed he will be eligible for an Intern program.

7. REQUIREMENTS AND TARGET COMPLETION DATES FOR REACHING CREDENTIAL GOAL

List the requirements that the applicant must complete to be eligible for the document named above as the credential goal and a target date by which he or she plans to complete those requirements

PROGRAM, COURSE, EXAMINATION, EXPERIENCE	TARGET COMPLETION DATE
CSET Biology subtest	January 2008

8. LIST THE NAME AND POSITION OF THE PERSON ASSIGNED TO PROVIDE SUPPORT AND ASSISTANCE TO THE APPLICANT DURING THE TERM OF THIS WAIVER

By assigning this individual, the employing agency makes a commitment to support and assist the applicant, as feasible, in completing the requirement(s) listed above.

Name Eric Asami Position Science Teacher

9. SUBSEQUENT WAIVER REQUESTS

- ☐ Attached is a copy of a personnel evaluation that verifies the applicant served satisfactorily in the position authorized by the previous waiver.

10. IS THIS EMPLOYING AGENCY GEOGRAPHICALLY ISOLATED?

Would the applicant have to travel more than 1 1/2 hours one-way to attend an institution with an approved program to meet the credential goal?

- ☐ Yes ☐ No ☒ Not applicable (program completion is not a requirement)

11. PUBLIC NOTICE -- CHECK THE BOX THAT APPLIES

- ☒ Public School District: Attached is a copy of the agenda item presented to the governing board of the school district in a public meeting showing the name of the applicant, the specific assignment including subject and grade level, and the fact that employment will be on the basis of a credential waiver. With the signature of the superintendent or his or her designee in item #13 below, the person signing verifies that the board acted upon the item favorably.

By submitting this waiver request the district is certifying that reasonable efforts to recruit a fully prepared teacher for the assignment(s) were made in the following order:

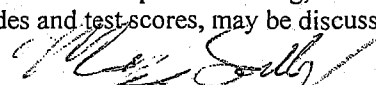
1. an individual who is scheduled to complete initial preparation requirements within six months
2. a candidate who is qualified to participate in an approved internship program in the region of the school district

- ☐ County Office of Education, State Agency, or Nonpublic, Nonsectarian School or Agency: Attached is a dated copy of the notice that was posted at least 72 hours before the position was filled showing the name of the applicant, the specific assignment including subject and grade level, and the fact that employment will be on the basis of a credential waiver. With the signature of the superintendent or administrator or his or her designee in item #13 below, the person signing verifies that there were no objections to this waiver request.

12. APPLICANT'S CERTIFICATION

I understand that in order to receive a subsequent waiver for this assignment I must pursue the completion of requirements to obtain full certification in the subject or area covered by this waiver request as specified in #7 above.

I understand that if my case is heard in a public meeting, all materials submitted to the Commission regarding my suitability, including grades and test scores, may be discussed.



Signature of Applicant
(Sign full legal name as listed in #2)

12/14

Date

13. EMPLOYING AGENCY CERTIFICATION

The person for whom this waiver is requested will not be employed until he or she has been cleared by the Department of Justice under the provisions of Education Code Section 44332.6 and Section 44830.1 (AB1612). The employer acknowledges that the Commission's final approval of this individual's waiver will be determined by a fitness review covering, in part, criminal activity, including certain in-state and/or out-of-state convictions.

If this waiver request is for service to special education children, the Special Education Local Planning Area (SELPA) has been notified of our intent to request this waiver.

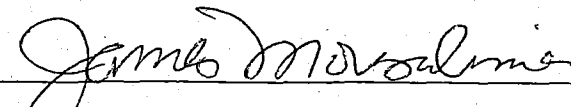
I certify under penalty of perjury that the information provided in this report is accurate and complete.

District/County Superintendent, Personnel Administrator, NPS/NPA Administrator, or Designee:

Signature: _____

Title: _____

Date: _____


Assistant Superintendent - Human Resources
1/14/08