

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, February 12, 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: #FF07-08/71, 73, 74, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 98, 99, 100, 101, 103, 104, 105

3.1.2 Application for Enrollment – AFE#07-08/4

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

3.2 Human Resources:

3.2.1 Consider Leave of Absence Request for Classified Employee #UCL-109, Pursuant to Article XXIII

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

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

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

3.2.3 Conference with legal counsel – anticipated litigation
(G.C. 54956.9(b))

Number of Potential Cases: 1

3.2.4 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 # FF07-08/71, 73, 74, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 98, 99, 100, 101, 103, 104, 105

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

6b Report Out of Action Taken on Application for Enrollment – AFE#07-08/4

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

6c Report Out of Action Taken on Consider Leave of Absence Request for Classified Employee #UCL-109, Pursuant to Article XXIII

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

7. Approve Regular Minutes of January 22, 2008.

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

Approve Special Minutes of January 29, 2008.

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

8. Student Representative Reports: None.

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

9.1 Recognize Retiree

9.2 Recognize Outstanding Employees of the Winter Term for the 2007-08 School Year

9.3 Recognize and Congratulate 2006-2007 Cesar E. Chavez Memorial Student Winners

Samantha Rivas, Isidro Rosas and Roxann Cole and their Teachers, Blanca Cortes, Linda Fresquez and Joy Cornish-Bowden.

9.4 Congratulate and Recognize Stein High School Student Latawni Charles and her English Teacher Carrie Davenport for Winning a Creative Communications Poetry Contest

9.5 South West Park School Site Update on Achievements & Activities

9.6 Poet Christian 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

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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 Report on Consolidated Application Waiver Request | 13-14 |
| 11.1.2 | Receive Report on 2008-09 District Budget | 15 |

11.2 Educational Services: None.

- | | | |
|--------|--|-------|
| 11.2.1 | Receive Update on Quarterly Williams Uniform Complaint Reports for Quarter Ending January 15, 2008 | 16-17 |
| 11.2.2 | Receive Report on the Valenzuela Settlement Regarding CAHSEE Testing | 18 |

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 | 19-20 |
| 13.1.2 | Ratify Measure E Related Expenditures and Notice of Completions Which Meet Criteria for Board Review and Approval | 21-23 |
| 13.1.3 | Approve Assembly Vendors and Site Assembly Utilization Calendars | 24-27 |
| 13.1.4 | Accept Donations | 28-29 |
| 13.1.5 | Accept the Annual Report on the Collection and Expenditure of Development Fees for Fiscal Year 2006-07 | 30-35 |
| 13.1.6 | Accept the 2006-07 Independent Annual Financial Audit and Performance Audit for Measure E General Obligation Bonds; and Approve and Award the Annual Financial and Performance Audits for the Fiscal Year Ending June 30, 2008 | 36-39 |

13.2 Educational Services:

- | | | |
|--------|--|-------|
| 13.2.1 | Approve Service Agreement for Nancy Fetzner to Provide Writing Strategies for Teachers at Poet-Christian School on August 6 or 13, 2008, September 16-19, 2008 and January 20-23, 2009 | 40-42 |
| 13.2.2 | Approve Overnight Travel for One Tracy High Student to Attend the CBDA All-State Honor Band in Fresno, CA on February 20-23, 2008 | 43 |
| 13.2.3 | Approve Service Agreement for Reverend Kyles to Speak on March 17-18, 2008, in Recognition of Black History Month at Tracy High School, Williams Middle School and IGCG | 44-46 |

13.3	Human Resources:	Pg. No.
13.3.1	Approve Classified, Certificated and/or Management Employment	47
13.3.2	Accept Resignations/Retirements/Leaves of Absence for Classified, Certificated, and/or Management Employment	48
14.	Action Items: Action items are considered and voted on individually. Trustees receive background information and staff recommendations for each item recommended for action in advance of scheduled meetings and are prepared to vote with knowledge on the action items.	
14.1	Administrative & Business Services:	
14.1.1	Adopt Resolution No. 07-15 Finding That the Theater Complex at West High School Qualifies as a Categorical Exemption from California Environmental Quality Act	49-51
Action:	Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain__.	
14.1.2	Approve Permit with San Joaquin Council of Governments for Habitat Mitigation on Kimball High School Site	52-54
Action:	Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain__.	
14.1.3	Approve the City of Tracy Public Agenda Offsite Improvement Agreement for Kimball High School on Lammers Road South of 11 th Street	55-76
Action:	Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain__.	
14.1.4	Approve the City of Tracy Public Agency Deferred Improvement Agreement for Kimball High School on Lammers Road South of 11 th Street	77-85
Action:	Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain__.	
14.1.5	Adopt Resolution No. 07-17 Intention to Form a School Facilities Improvement District	86-92
Action:	Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain__.	
14.1.6	Approve and Award the Contract for the Hawley Westlake Building Modernization and Classroom Conversion	93
Action:	Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain__.	
14.2	Educational Services:	
14.2.1	Acknowledge Revisions to Administrative Regulation 1312.4 Williams Uniform Complaint Procedures	94-99
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 26, 2008	
17.2	March 11, 2008	
17.3	April 8, 2008	
17.4	April 22, 2008	
17.5	May 13, 2008	
17.6	May 27, 2008	
17.7	June 10, 2008	

17.8 June 24, 2008

18. Upcoming Events:

18.1 February 18, 2008

No School, Presidents' Day

18.2 March 21-30, 2008

Spring Break, Traditional

18.3 March 21-24, 2008

Spring Break, YRE

18.4 May 26, 2008

No School, Memorial Day

18.5 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, January 22, 2008**

- 5:30 PM:** President Vaughn called the meeting to order and adjourned to closed session.
- Roll Call:** Board: G. Crandall, J. Feller, T. Guzman, T. Hawkins, J. Vaughn
Absent: K. Lewis, B. Swenson
Staff: J. Franco, J. Mousalimas, S. Harrison, C. Goodall, B. Etcheverry.
- 7:08 PM:** President Vaughn called the Tracy Unified School District Board of Education to order and led those present in the Pledge of Allegiance.
- Closed Session:**
- 6a** Action on Findings of Fact # FF07-08/48, 53, 55, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70
Action: Pull #48 - Crandall, Hawkins. **Vote:** Yes-5; No-0; Absent-2(Lewis, Swenson)
Action: on #48 to expel student without suspended expulsion. Feller, Crandall. **Vote:** Yes-4; No-1(Hawkins); Absent-2(Lewis, Swenson)
- 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-5; No-0; Absent-2(Lewis, Swenson)
- 6c** Report Out of Action Taken on Application for Enrollment: AE07-08/2, 3
Action: Vote: Yes-5; No-0; Absent-2(Lewis, Swenson);
- 6d** Report Out of Action Taken on Waiver of Expulsion: #WE07-08/ 4, 5, 6
Action: Vote: Yes-5; No-0; Absent-2(Lewis, Swenson)
- 6e** Report Out of Action Taken on Early Graduation: THS #10215891
Action: Vote: Yes-5; No-0; Absent-2(Lewis, Swenson);
- Employees Present:** B. Montgomery, C. Minter, J. Cardoza, D. Laven, R. Call, M. Kinakin, K. Gill, P. Hall, K. Fistolera,
- Press:** B. Brownne
- Visitors Present:** K. Johnson, V. Brandy, E. Johnson, J. Tone, M. Lasica, T. Dondero, S. Buller, A. Bassett, N. Molina, C. Adams, P. Davis, G. Davis, M. Gannon, E. Perez, S. Riley, H. Sanchez, R. Bermejo, J. Ransome, I. Yusuf, K. Gheen, C. Dong, K. Gheen

Minutes:

Approve Regular Minutes of December 11, 2007.

Action: Crandall, Guzman. **Vote:** Yes-4; No-0; Absent-2(Lewis, Swenson); Abstain-1(Hawkins)

**Student
Representative
Reports:**

Tracy High: Alaina Bassett reported that their Girls' Treat was successful. The theme was Safari Nights and it was very classy. Hoopla will be next. There will be a black light rally on February 4th at 2:00 p.m. On February 8th there will be a dance after the basketball game. The theme is "Out of this World". February 16th is Mr. Junior and MORP is scheduled for March. Tracy High's Mock Trial Team won and will be competing at the state competition.

West High: Naficeh Dastgheyb was unable to attend.

Stein: Victoria Bandi reported that Stein has an enrollment of 185 students. The goal for the end of the year is 190. The staff have been taking a class on toddler and infant care. The number of infants has doubled since the first of the year. Their Art display is in lobby and they are making a large glass mosaic mural to be hung in the new library. That will be done before the end of this year. They had a canned food drive before winter break and donated everything to Interfaith Ministries. They also adopted 19 kids from McHenry House and brought in clothing for them. TARP and TYAP students have a snow trip planned for February 7th. They are also planning to have their first spirit week from January 28th through February 1st.

George Kelly: Students Miranda Gannon, Jalen Ransome, Courtney Sherak, Peyton Davis and Kevin Riley gave a presentation about what each class from Kindergarten through 8th grade is learning about. They also talked about various activities such as the turkey trot. They are working hard to meet the fitness standards. They now have Leadership which is new this year. The students held a canned food and toy drive. They have also given money to Herrick Scholarship Fund and are selling red bracelets. Proceeds are going to the American Heart Association in Ms. Herrick's name. Multicultural week was held in November where they read the morning announcements in various languages and dressed in heritage clothing.

North School: Marcela Ocegüera and Michael Dias reported on their special music classes and the students are also involved in 2 television shows a month. Teachers are available for homework questions. They also have off track academic intervention time so that students are able to come back to school to improve their academic skills. They have taken many science trips and are working on their recycling program with Tracy Disposal. James Vaughn also helped organized a gang intervention assembly. They are busy with student council meetings and trimester celebrations. There are many clubs after school like soccer and the spirit club. They also have a clothing drive for Tracy Interfaith and Brighter Christmas. Their mascot is Leo the

Lion and he keeps the spirit going. They also have awards assemblies and are involved in community service projects. The Boys and Girls Club provides an important place to hang out after school. They have organized a 7th and 8th grade basketball team.

**Recognition &
Presentation:**

9.1 Recognize Retiree (unable to attend tonight)

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.

Assistant Superintendent of Educational Services, Dr. Sheila Harrison, acknowledged the winners and Dr. Franco & President Vaughn presented certificates to them.

9.3 North School Site Update on Achievements & Activities
(this presented was moved to another meeting date)

9.4 Williams Middle School Site Update on Achievements & Activities

Principal, Barbara Montgomery, presented a power point on the activities at Williams. They are in the process of adding 6th grade to their AVID program. It currently serves 110 students. Struggling students meet with counselors and their parents so that they can get the support they need. There are several things happening after school such as homework help, chess, knitting and the City of Tracy basketball program. The Delta Island and Holt students are very successful. They have 711 students on the honor roll out of a total of 1300 students.

**Hearing of
Delegations**

None.

**Information &
Discussion Items:**

11.1 **Administrative & Business Services:**

11.1.1 Receive District Annual Report for Labor Compliance Program
Fiscal Year 2006-2007

Director of Facilities Planning, Denise Wakefield, reported that this report needs to be reported to the Board annually in order to monitor payroll in accordance with rules and regulations.

11.1.2 Receive Report on 2008-2009 Governor's Budget Proposal

Associate Superintendent for Business Services, Dr. Casey Goodall reviewed the state budget and how it will affect our District. It is anticipated that we will need to cut approximately 7

million dollars. We will be forming a budget advisory committee.

11.1.3 Receive Report on Grounds Work

Associate Superintendent for Business Services, Dr. Casey Goodall, reviewed the maintenance report and schedule of mowing, irrigation, etc.

11.2 Educational Services:

11.2.1 Receive Report on SARB 2006-2007 End of the Year Report

Mike Kinakin reported that we now have places to put students. The numbers at Stein, Duncan Russell, Willow and Cyber High have increased. The community school has 220 waiting to enroll so we are way ahead of the game. He reviewed the SARB annual report. He also appreciates the support of Director of Student Services, Paul Hall.

11.2.2 Receive Report on District Discipline Review Board Year-End report.

Director of Student Services, Paul Hall, reviewed the DRB report. They handled 226 expulsion cases. As of today, they are 20% below the rate of last year. They have put some positive things into place and have introduced the dart process. He is currently creating a PDSA on suspensions/expulsions. Point Break will be utilized at the high school and middle school level. They are providing a gang intervention program.

Public Hearing:

Consent Items:

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

12.1 Administrative & Business Services:

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

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

12.1.3 Approve Revolving Cash Fund Reports for December, 2007

12.1.4 Approve Monthly Budget Adjustment Report for December, 2007

12.1.5 Approve Accounts Payable Warrants Reports for December, 2007(Separate Cover)

12.1.6 Approve Payroll Reports, June – December, 2007(Separate Cover)

- 12.1.7 Accept Donations
- 12.1.8 Approve Assembly Vendors and Site Assembly Utilization Calendars
- 12.1.9 Adopt Resolution No. 07-13 to Excuse Meeting Absence of Board Member
- 12.1.10 Approve Career Technical Education Grant Applications to the California Department of Education for Career Technical Educational Facilities Grants as Authorized Under Assembly Bill 127
- 12.1.11 Approve Special Services Contract With "Empowering Parents" to Present at the College Fair on March 15, 2008, at West High School

13.2 Educational Services:

- 13.2.1 Ratify Master Contract with Excelsior Youth Centers, Inc.
- 13.2.2 Ratify Contract with Carol Lehman, SLP
- 13.2.3 Ratify Contract with UC Regents MIND Institute
- 13.2.4 Ratify Contract with Theresa Fagundes – Speech, Language and Communication Center
- 13.2.5 Ratify Contract with United Cerebral Palsy
- 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
- 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
- 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

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 Accept the 2006-07 Independent Annual Financial Audit (Report)(Separate Cover)
- Action:** Crandall, Vaughn. **Vote:** Yes-5; No-0; Absent -2(Lewis, Swenson)
- 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

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

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

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

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

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

14.2 Educational Services:

14.2.1 Approve Wide Area Network License Agreement with SUNESYS for High Speed Digital Fiber Wide Area Network Services

Action: This item was pulled on advice of legal counsel and will be on the agenda for a special meeting on January 29, 2008, at 5:30 p.m.
Vote: None.

14.2.2 Approve Adoption of K-8 Science Textbooks

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

14.3 Human Resources:

14.3.1 Approve Job Description for Mathematics Para Educator I

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

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

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

Board Reports:

Trustee Crandall wished everyone a happy new year. Congratulated West High and Tracy High for their formal dances. Both were wonderful events. He thanked the District and RG for their response to the recent shelter in place at Poet. Trustee Feller passed. Trustee Hawkins passed. Trustee Guzman attended the MLK breakfast and thought everyone did a great job. He also attended the West v. Tracy wrestling match. Also feels that if the City wants to use our fields, we should work together. It makes conditions better and we save money. Trustee Vaughn attended the MLK breakfast. It was a nice event and Tracy High, West High and Stein BSU students served the guests. Student, Magdiane Sarr, gave a great speech. Peter Barrett was the keynote speaker. Thank you to Jessica for her hard work and the BSU advisors, Sarah Rockey and Audrey Harrison. He also thanked Mr. Crandall for his help at the West High fight.

Superintendent Report:

Dr. Franco thanked James, Ted and Tom for attending the MLK Breakfast. Julia Dunson gets there at about 4:00 a.m. and does all the cooking and does a wonderful job. The Latino College Fair will be held on February 2nd at West High. The middle school concert is on Saturday afternoon. He

attended the county honors band concert. The Board's decision of investing in the music program has paid off as we had 42 students represented in honors band and choir. Tracy High teacher, Matt Netto gave the keynote speech. State Superintendent, Jack O'Connell gave the State of the State address which highlighted working on closing the achievement gap, streamlining kindergarten, having more preschools, piloting partnerships for school district success, and aligning systems so that community college, CSUs, UCs and high schools are on the same tract. The water at West High is now hot and available for showers, although not many students take advantage of that. Tracy High's hot water takes about 12 minutes to warm up. It's a good step until we can get new plumbing with the bond funds. The Maintenance Department got things going right away. "Joint Use" is becoming popular term. The prime opportunity for joint use is with Kimball high school. The gravel came in yesterday at West High and the bleacher work started today.

8:52PM
Adjournment.

Clerk

Date

**Minutes of
Special Meeting of the Governing Board
For Tracy Unified School District
1875 W. Lowell Avenue
Tracy, CA
Held on January 29, 2008**

5:34 PM: President Crandall called the meeting to order and led those present in the Pledge of Allegiance.

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

Employees Present: C. Minter, J. Cardoza, S. Sievers, R. Call, B. Carter, D. Wakefield

Visitors Present: J. Wiesel, S. Buller, B. Campbell, H. Maurits, B. Schwager, A. Needham, D. Neroda, L. Sevison, J. Wilde, F. Casados, J. Moreno, D. Noell, J. Crothers, E. Johnson, J. Haggman, R. Crawford

Press: B. Browne

Hearing of Delegations Steve Sievers, TEA President, invited the school board to the CTA dinner on April 30th at LeBistro Restaurant. He requested that the board try and keep budget cuts away from the classrooms. He also commented about the WAN contract up for approval. He doesn't know anything about it, but hopes that the board has done its homework.

Action Items: **7.1 Educational Services:**
7.1.1 Appeal Hearing Regarding WAN Bid Award

Dr Franco gave a report on the background of the purpose of tonight's meeting. He reviewed the timeline and the concern that the current bandwidth was inadequate to handle the new security system. Proposals were received from AT & T and SUNESYS. A seven member evaluation committee reviewed each proposal and used a grading system to determine points. The contract was awarded to SUNESYS. On January 22nd we received a bid protest from AT & T. The item was then pulled from the agenda and a special meeting was scheduled for today to hear the appeal. The District response to the protest was emailed to SUNESYS and to A T & T & T on January 28, 2008.

AT & T will be allowed 15 minutes to present their appeal. SUNESYS will then be allowed 15 minutes to make any appropriate comments.

AT&T representatives, Julie Tone, Dennis Neroda and Dan Noell presented their appeal. They provided the Board with copies of its bid protest. They reviewed

their power point. They believe the District does not need more than 1G now or in the future. They believe AT&T has the same or better quality and that they are more cost efficient. They also feel that the Board can wait and reapply in a year.

Scott Buller from SUNESYS they gave his presentation. He reviewed his power point and explained background information on his company. He presented a list of his references which included over 30 other districts. His bid met the district requirements specified in the RFP. Their service level agreement is very strong and backs up all of their guarantees with money. They service 24 x 7. Their pricing is the entire cost. There is no additional cost for service or maintenance. They can add 1gb within one week and 10 gbs within 4 weeks, if needed. They have included a liquidated damage clause because they know that can perform within the timeframe. He is impressed with the work the District has done in their evaluation process. Both vendors were evaluated according to the criteria set forth ahead of time. He requests that the Board uphold that decision.

SPEAKER CARDS:

Bob Campbell was called on, but chose not to speak.

Julie Tone: (AT&T) She is surprised that the District would spend additional funds. AT&T provides thousands of districts with similar plans.

Dan Noell: (AT&T) He has been with AT&T for 31 years. Five years ago these networks were sold to districts because smaller capacities weren't available. They contribute hundreds of hours of volunteer work every year. They raise a lot of money to give to teachers. The extra money being spent could benefit teachers and their supplies in the classroom.

Kathy Halsy: (AT&T) She feels that AT&T is a telecommunications leader. They have a reliability rate of 99.99%. They have received several awards. Their foundation donates millions of dollars to support programs that improve communities. She feels AT&T is a world class company, and many of the service employees work and live in this community.

John Cruthers: He Graduated with Steve Sievers from Stagg High School. He has worked for 29 years in outside planning and is education is in engineering. He asked if the city had been approached with this project and advised that there are loading requirements anytime anything is placed on a pole.

Eric Johnson was called on, but chose not to speak.

Rick McMaster: (Union Rep) He is a third generation telephone man. He works out in the field. The people he represents are all part of the same community. AT&T is one of the nation's largest providers and has the largest commitment to the best customer service that you can receive. People live and work in this

community so that they can respond quickly. The kids are the bottom line. Members want to know that you are not wasting their money.

Lynette Severson: (Field Force) She delivers the services that we are requesting. The customers come first. Their coverage is 24x7. She requested they the Board consider the employees who work here, pay taxes here and we want this opportunity.

Mary Laseca: (Education Advocate AT&T) She believes in technology and education. She presents workshops and in the past has been an erate specialist. She knows that it is a difficult program and funding is not guaranteed on any one day. She asked if we can you go ahead with this project without funding guaranteed?

Reed Taylor: (AT&T) He works for AT&T and is also a taxpayer. He questions if both bids are exactly the same, why would we pay more?

Frank: (AT&T) He lives in Tracy, his kids go to school here and his wife is a teacher. She is always working on weekends and was using his money to pay for supplies. He does not understand why we are paying more money on something that we don't need.

Ryan Crawford: (AT&T) He attended high school here and has family and friends here. He has been an employee of AT&T for 10 years. He no longer lives in Tracy. He has spent time in construction engineering. He requested that the Board evaluate the funds.

Scott Buller: (SUNESYS) He comes from a background of educational technology. He has lots of experience with board procedures and policies. He feels that SUNESYS is the leading provider. They monitor our systems and notify of any problems. As a vendor, it is not their place to set the needs of your network. It is his job is to respond to the RFP. The District asked for that and they responded to those requests. The competitor did not respond to that request which is why they are saying they are the lowest bidder. It's the District's job to plan for the future. SUNESYS was the winning bid by the decision of the committee of your own staff.

7.1.2 Approve Wide Area Network License Agreement with SUNESYS for High Speed Digital Fiber Wide Area Network Services

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

Director of ISET, Cindy Minter, gave a power point presentation which included background of where we were ten years ago, what we have today and what we will need in the future. The objective when the District set out with the RFP was to provide the District with high speed digital fiber wide area network capable of meeting the district's current and future requirements. They focused on cost

efficiency, maintenance of what we bring in and being able to maintain what we have with the staff that we have. She also reviewed our need for WAN including the capability of meeting our video streaming and security camera needs. We recently received a 3 million dollar grant for our CTE. Teachers will be able to use vbrick which will also them to be able to video tape cooking class, auto, child care and allow students to access it from on campus and from home. When 30 students get on to access on program there is not enough bandwidth. CTE will be implemented in the next 18 months. She reviewed a list of districts currently using 1gb and a list of schools using 10gbs. These districts have already implement security cameras at every school site, had just put in 1 gb last year and are already upgrading half of their school district because they are implementing security cameras. She also reviewed how erate works. Any school that has free and reduced lunch are guaranteed erate. Our District is also entitled to CTF discount which is a 50% discount. We end up paying .25 per dollar. That means our cost will end up being \$177,000 for the year. They are very strict guidelines. She reviewed the evaluation criteria. She showed side by side comparisons of SUNESYS and AT&T. AT&T did not respond to 2, 3, or 10 GBs, because that is not their service. She also review the contractual differences. SUNESYS was the most cost effective. They provide CAD drawings and documentation, 100% connectivity to all sites, guaranteed response time, one additional 5-year renewal term at 50% discount, and two additional 5-year renew terms at a 50% discount plus CPI. They also provides guaranteed fixed pricing for ten years.

Trustee Feller: Commented that the Board has received a lot of information from Cindy which included documents from AT & T and SUNEYES. It was reviewed and all questions have been answered from reading the materials. Cindy has done a really good job.

Trustee Vaughn: Commented as a teacher he sees technology impact the classroom more and more every day. We have to think of our future students and teachers. The curriculum that we have purchased over the last few years has technology based learning. This will benefit our students here in Tracy.

7:24 Adjournment

Clerk

Date



HUMAN RESOURCES MEMORANDUM

TO: Dr. James Franco, Superintendent

FROM: James Mousalimas, Assistant Superintendent

DATE: February 1, 2008

SUBJECT: Recognize the Outstanding Employees of the Winter Term
for the 2007-08 School Year

BACKGROUND:

Three times each school year, nominations for outstanding employees are solicited from staff. A selection committee composed of two administrators, one classified/confidential representative, two certificated representatives and one classified representative review the nominations and make the selections. This is the 24th year the District has been recognizing outstanding employees.

RATIONALE:

The employees, who are recognized by the School Board, have their picture displayed in the District Education Center and are recognized at their school sites in various ways. At the end of the year, the nominations of the three employees who have received recognition as Outstanding Employees of the Term in each category are reviewed and one employee in each category is selected as outstanding employee of the year.

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

FUNDING: N/A

RECOMMENDATION:

Recognize Lucy Villasenor (K-5), Debi Brockett (6-8), and Jessica Baca (9-12) as Outstanding Classified employees; Molly Batrez (K-5), Carol Wyant (6-8), and Juan Lopez (9-12) as Outstanding Certificated employees; and Gloria Wells as Outstanding Classified Management employee for the Winter Term of the 2007-08 school year.

Prepared by: James Mousalimas, Assistant Superintendent for Human Resources



BUSINESS SERVICES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: Dr. Casey Goodall, Associate Superintendent for Business
DATE: January 31, 2008
SUBJECT: Receive Report on Consolidated Application Waiver Request

BACKGROUND: On January 31, 2008, as part of the Consolidated Application report for all Federally funded programs which are received by Tracy Unified School District, a Title I Carryover Request Form was submitted. Title I funds must be spent within the current school year and districts are allowed to carryover no more than 15% of the total allocation. During the Fiscal Year July 1, 2006 to June 30, 2007 the district's total carryover amount was \$133,856 which exceed the 15% limit by \$3828.

RATIONALE: When Title I carryover exceeds 15% the district may request a waiver. The waiver request was submitted to the California Department of Education on January 31, 2008 pending Board approval.

FUNDING: Not applicable.

RECOMMENDATION: Receive Report Consolidated Application Waiver Request

Prepared by: Linda Dopp, Director of Alternative Programs and Casey Goodall, Associate Superintendent for Business Services.

TITLE I CARRYOVER REQUEST FORM

Mail by January 31, 2008 to:
Title I Carryover Waiver
Title I Programs and Partnerships Office
California Department of Education
1430 N Street, Suite 6208
Sacramento, CA 95814

If you have any questions regarding
Title I carry-over, please call Jyoti Singh at
(916) 319-0372.

County/District Code 3 / 9 / 7 / 5 / 4 / 9 / 9 /

District Name TRACY UNIFIED SCHOOL DISTRICT

Address 1875 W. LOWELL AVENUE

TRACY, CALIFORNIA 95376

Contact Person and Title:

LINDA BORGANO-DOPP, DIRECTOR OF ALTERNATIVE PROGRAMS

Telephone: (209) 830-3210

E-Mail: ldopp@tusd.net

Fiscal Year: July 1, 2006 to June 30, 2007

Date of district board approval: 2/12/08

Requirement to be waived: Fifteen percent carryover limit, specified in Section 1127 of No Child Left Behind Act of 2001

Total percent of carryover (per Consolidated Application, Part II): 15.4

Total amount of carryover: \$ 133,856 Total amount of carryover generated by school sites: \$ 123,824

Fifteen percent carryover amount: \$ 130,028 Excess carryover amount: \$ 3,828

Rationale/description: Explain the need for the waiver and describe how the district's program might be adversely affected if the request is not approved. The request must: (1) be justified in terms of meeting the needs of students; (2) be necessary for implementing or developing a successful program, not for administrative convenience; (3) be reviewed by appropriate advisory committees; and (4) be approved by the local board of education. Describe the activities to be funded by the carryover amount and the amount budgeted for each activity (attach additional documentation if necessary).

BUS TRANSPORTATION CHARGES FOR SUMMER SCHOOL FOR TITLE I STUDENTS WERE \$4,000 LESS THAN ANTICIPATED.

Funds were put back into the summer school program to use for the 07-08 school year.

DISTRICT SIGNATURES

District/Local Educational Agency Representative

Cooperative Director, if applicable

Chair, district advisory committee (if appropriate)

FOR STATE DEPARTMENT OF EDUCATION USE ONLY

Recommendation:

Staff

Unit Manager

Division Director

Approval ☐ Denial ☐



BUSINESS SERVICES MEMORANDUM

To: James Franco, Superintendent
From: C. Goodall, Assistant Superintendent for Business
Date: January 5, 2007
SUBJECT: Receive Report on 2008-2009 District Budget

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.

The Governor announced his proposal on January 11th. The plan calls for possible current year K-12 spending reductions and almost certain reductions 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.

RATIONALE: The District has not yet determined a formal response to budget reductions. However, staff is developing a timeline and process by which ideas will be identified, prioritized, and presented to the Board for a final decision.

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 \$7.2 million.

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



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: ~~Dr.~~ Sheila Harrison, Assistant Superintendent for Educational Services
DATE: January 18, 2008
SUBJECT: Receive Update on Quarterly Williams Uniform Complaint Reports for the Quarter Ending January 15, 2008.

BACKGROUND: Pursuant to the Williams Settlement and California Education Code Section 35186 every school must provide 1) sufficient textbooks and instructional materials, 2) school facilities that are clean, safe, and maintained in good repair, and 3) a properly credentialed teacher for every classroom. Education Code, EC 35186(d), requires that school districts shall report summarized data on the nature and resolution of all Williams uniform complaints on a quarterly basis to the county superintendent of schools and the governing board of the school district. The summaries shall be publicly reported on a quarterly basis at a regularly scheduled meeting of the governing board of the school district. The report shall include the number of complaints by general subject area with the number of resolved and unresolved complaints. The complaints and written responses shall be available as public records.

RATIONALE: The quarterly report for the period of October 15, 2007 through January 15, 2008, has been submitted to the San Joaquin County office of Education and must be reported to the local school board. The report summarizes the complaints received through the Williams Uniform Complaint Process as well as the resolution of each of those complaints. This report supports Strategic Goal #2: Provide a variety of learning opportunities in safe, caring learning environments in order to improve student achievement and Goal #5: Continuously improve fiscal and human resources, facilities and operational processes in order to support our efforts to meet or exceed district, state and federal targets.

FUNDING: No cost

RECOMMENDATION: Receive Update on Quarterly Williams Uniform Complaint Reports for the Quarter Ending January 15, 2008.

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

**San Joaquin County Office of Education
Williams Uniform Complaint Reporting Form**

District Name: Tracy Joint Unified School District

Date submitted: January 15, 2008

Person completing this form: Carol Anderson-Woo

Title: Director of Curric., Accountability & Continuous Improvement

Quarterly Report Submission Date: April 15, 2007
(mark one) July 15, 2007

October 15, 2007
X January 15, 2008

Please check the box that applies:

☐ There were no complaints filed with the district for the quarter indicated above.

or

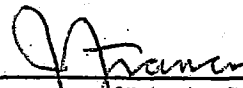
☒ The following Williams complaint(s) were filed on the dates below. Copies of the complaint(s) are attached.

Date Filed	Type of Complaint			Resolution
	Instructional Materials	Teacher vacancy or misassignment	Facilities	
11/26/07			X	Determined not to be an emergency threat to health or safety but to be below the district standard for cleanliness. Custodial staff was trained; site was thoroughly cleaned by district team; Director of Maintenance is working with site Principal on schedules/standards for cleaning.

(use additional sheets if necessary)

Dr. James Franco

Print Name of District Superintendent



Signature of District Superintendent

1.14.08

Date



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: ~~W~~ Dr. Sheila Harrison, Assistant Superintendent for Educational Services
DATE: January 31, 2008
SUBJECT: Receive Report on the Valenzuela Settlement regarding CAHSEE Testing

BACKGROUND: In October, 2007 a tentative settlement was reached in Valenzuela v. O'Connell et al., a lawsuit filed in February 2006 challenging the California High School Exit Examination (CAHSEE). That settlement resulted in the passage of AB347, which expands services available to students for up to two consecutive years after completion of grade twelve (beginning with students in the class of 2006) who have not yet passed the CAHSEE. These services fall under the Intensive Service and Instruction and the Middle and High School Counseling Programs. Students must be notified of their right to access post-grade twelve intensive services and instruction, and of their right to file a complaint if they do not have an opportunity to access these services. A written notification must be mailed to the last known address of every eligible student from the Classes of 2006 and 2007. A notice must be posted in every classroom that houses tenth through twelfth grade students. Notices must also be posted in the school offices (for schools that serve students in grades 10-12), district office and on the district's website. Students must also receive counseling.

RATIONALE: The report includes information on the requirements of this legislation as well as the district plans to comply with these requirements. This supports Strategic Goal #4 - Continuously improve fiscal and human resources, facilities and operational processes in order to support our efforts to meet or exceed district, state and federal targets.

FUNDING: No funds are involved.

RECOMMENDATION: Receive Report on the Valenzuela Settlement regarding CAHSEE Testing

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



BUSINESS SERVICES MEMORANDUM

TO: Dr. James C. Franco, Superintendent
FROM: Dr. Casey Goodall, Associate Superintendent for Business Services
DATE: February 1, 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: Dr. Casey Goodall, Associate Superintendent of Business Services.

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

A. Vendor: WRA Environmental Consultants
Site: Kimball High School
Item: Agreement - Ratify
Services: Consultant to address sensitive wildlife species that are currently occupying or have the potential to occupy the Kimball High School Site.
Cost: \$5,800.00
Project Funding: Developer Mitigation Fees

B. Vendor: Finney's Flooring, Inc.
Site: Williams Middle School
Item: Proposal - Ratify
Services: Supply and install carpeting in administration and Rooms 4 & 5 of Williams Middle School.
Cost: \$17,283.00
Project Funding: Deferred Maintenance

C. Vendor: SyTech Solutions
Site: District Education Center (Finance, H/R, Facilities, Superintendents, Office and Adult School)
Item: Quotations
Services: Pick up district records, take them to a secure facility, convert to electronic media for future use/retrieval.
Cost: \$95,000.00
Project Funding: Budget General Fund



BUSINESS SERVICES MEMORANDUM

TO: Dr. James C. Franco, Superintendent
FROM: Dr. Casey Goodall, Associate Superintendent for Business Services
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: Dr. Casey Goodall, Associate Superintendent of Business Services.

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

A. Vendor: KNN Public Finance
Site: Measure E Projects
Item: Agreement - Ratify
Services: Prepares and submits the annual report to the Nationally Recognized Municipal Securities Information Repositories.
Cost: \$2,500.00 Annual fee
Project Funding: Local Bond Funds and SSBF

B. Vendor: PG & E
Site: Tracy High School – 40 Classroom Building
Item: Agreement - Ratify
Services: Relocate gas main west side of East Street N/O 11th Tracy
Cost: \$6,252.61
Project Funding: Local Bond Funds and SSBF

C. Vendor: AMS.Net, Inc.
Site: Tracy High School – 40 Classroom Building
Item: Agreement - Ratify
Services: Implementation of a Valcom IP School Application/Schedule Server System to provide intercom and loudspeaker paging services for bells, clock and paging distribution.
Cost: \$125,878.52
Project Funding: Local Bond Funds and SSBF

D. Vendor: Division of the State Architect
Site: West High School Theater
Item: Fees
Services: Plan check fees for West High School Theater
Cost: \$2,620.00
Project Funding: Local Bond Funds and SSBF

E. Vendor: Charles Walker Inspection Service
Site: Tracy High School Science Building
Item: Proposal - Ratify
Services: Inspection services for Tracy High School Science Building
Cost: \$10,000.00 per month not to exceed
Project Funding: Local Bond Funds and SSBF

F. Vendor: California Department of Education
Site: West High School Theater
Item: Fees
Services: Plan and Specifications review for West High School Theater
Cost: \$5,381.46
Project Funding: Local Bond Funds and SSBF

G. Vendor: Roebbelen
Site: West High School Stadium and Pool
Item: Change Order #4
Services: Additional services on attached detail sheet.
Cost: \$37,581.00
Project Funding: Local Bond Funds and SSBF

H. Vendor: Bockmon & Woody Electric Co., Inc.
Site: Tracy High School – Modernization; Interim Housing
Item: Notice of Completion
Services: Electrical/Low Voltage and site work for eight relocatable classrooms being placed as interim housing for the modernization of the science classroom building.
Original Contract: \$145,895.00 Change Order: \$9,483.00 Total Amount: \$155,378.00
Project Funding: Local Bond Funds and SSBF



BUSINESS SERVICES MEMORANDUM

To: James Franco, Superintendent
From: C. Goodall, Assistant Superintendent for Business
Date: January 30, 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

List of Board Approved
Assembly Vendors

Board Approved	School	Vendor	Estimated Cost	Assembly Date	Insurance Expires
8/28/2007	Williams	Horizon Intertainment - Anti Bully JC Pohl 818 755 8800	\$ 1,500.00	9/4/07	5/18/2008
8/28/2007	George Kelly	Academic Entertainment — Timothy Busfield 916 442 5635	\$ 895.00	4/2/08	Ins. Expired 12/10/2007
8/28/2007	McKinley	Fantasy Theater Timothy Busfield	\$ 800.00	4/18/08	8/28/2008
10/9/2007	Freiler	Prismatic Magic Christopher Volpe 973-283-9006 chris@prismaticmagic.com	\$ 985.00	10/11/07	4/16/2008
10/9/2007	North	Ranka's Marionette Theatre Scott Hill 707.578-5535 info@rankastheatre.com	\$ 800.00	1/9/08	10/6/2008
10/9/2007	North	Percussion Discussion Ken Bergmann's 925-755-3786percuss@pacbell.net	\$ 700.00	3/4/08	2/26/2008
10/9/2007	McKinley	McDonalds Tammi Beck 916-962-1982	Free	1/19/08	NO Charge, Tier 1
10/9/2007	McKinley	Sandia Labs Simone Williams 925-294-2609 srwilli@sandia.gov	Free	10/3/07	NO Charge, Tier 1
10/9/2007	McKinley	Otto the Auto Wendy Sanchez 415-565-2676 wendy_sanchez@csaa.com	Free	8/29/07	NO Charge, Tier 1

Vendors have different programs with different fees.
Call them for more fee details.

List of Board Approved
Assembly Vendors

Board Approved	School	Vendor	Estimated Cost	Assembly Date	Insurance Expires
10/9/2007	McKinley	NASA Karin Costa 650-604-6077	Free	5/16/08	NO Charge, Tier 1
10/9/2007	Hirsch	Mad Science, Danielle Mae Lee, danielle@madsciencesacto.com, 916- 736-2924	Call	10/9/07	Expired 12/1/2007
10/9/2007	McKinley	Magic of Dexter -Dexter 559-269-2273 www.motivationalschoolsshow.com dexter@magicofdexter.com	\$ 600.00	10/19/07	8/15/2008
10/23/2007	McKinley	Lawrence Hall of Science, 510-642-1700, pfsreq@berkeley.edu, www.lawrencehallofscience.org	\$ 725.00	11/16/2007	Indemnification approved, Tier 1
11/13/2007	McKinley	Bureau of Lectures, John Tacha, 800 255 0084, Terry Lyman@hotmail.com	\$ 830.00	2/13/2008	8/20/2008
11/13/2007	Williams	Ancient Artifacts, Konstantina Delfakis, kdthegreat73@yahoo.com, (916) 799- 0321	\$ 1,700.00	11/13/07	10/15/2008
1/22/2008	Freiler	Live Oaks Education Theater, Michael Oakes, 707-643-7819, livesoakes@hotmail.com	\$ 1,540.00	1/8/2008	9/15/2008
1/22/2008	West High	Kaiser Permanente, Dean Starnes, 510-987- 2223, dean.starnes@kp.org, www.kp.org/etp, Secrets Performance	?	2/19/2008	1/1/2009
1/22/2008	N/A	Lokes Looks, Mary Saunders, richardes@comcast.net, 832-9753, cell: 510-750-8449	\$3-\$5 per student	none	3/1/2008

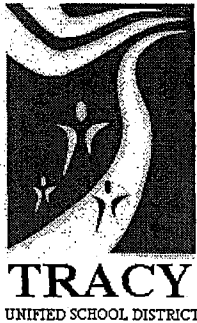
Vendors have different programs with different fees.

Call them for more fee details.

List of Board Approved
Assembly Vendors

Board Approved	School	Vendor	Estimated Cost	Assembly Date	Insurance Expires
	Any	Storyteller, Linda Gorman, lgorham2@aol.com, 630-851-9415, www.cdbaby.com/Gorham, www.storynet.org	\$800	none	7/15/2008
	Any	The Amazing Bubble Guy, Louis Pearl, 707- 823-1961, Louis Pearl louis@tangenttoy.com	\$550	none	4/25/2008
	Any	Toucan Jam, www.toucanjam.net, Sue Lomolino - Sue Lomolino - sue@theothercheek.com	\$500 first, \$250 additional	none	4/25/2008
	Poet	Sandy Spin Slade, Suzanne Blair, 888-842-7746, sblair@sandyspinslade.com, www.skillastics.com	\$ 1,200.00	1/28/2008	11/17/2008
	Freiler	Tri Valley Community Foundation, David Rice 925 683-6798, drice@tvcfoundation.org, http://www.tvcfoundation.org/	\$ 900.00	2/4/2008	6/4/2008
	McKinley	Sparkles the Clown, 835-8383, www.sparklesdelight.com	\$ 500.00	2/19, 2/21	5/1/2008
	McKinley	Ravioli The Clown, 835-3535, www.raviolitheclown.com	\$ 500.00	2/19, 2/21	5/1/2008

Vendors have different programs with different fees.
Call them for more fee details.



BUSINESS SERVICES MEMORANDUM

TO: Dr. James C. Franco, Superintendent
FROM: Dr. Casey Goodall, Associate Superintendent for Business
DATE: February 1, 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/George Kelly Elementary School: From: George Kelly Parent Teacher Organization, c/o 535 Male Josephine Drive, Tracy, CA 95377. Donation: \$2,329.60 (check). The funds will be used to purchase (2) laptop/notebooks and software (Intel Core Processor with integrated wireless operation. The computers will be used to enhance the educational experience of the students at Kelly Elementary School.
2. Tracy Unified School District/Tracy Adult Resource Program (TARP): Grant: \$250.00 was awarded to the Tracy Adult School for the Tracy Adult Resource Program for the "Recycle America" project. The grant was awarded by the City of Tracy, Jennifer Cariglio, Interim Recycling Coordinator, Public Works Dept., 520 Tracy Blvd., Tracy, CA 95376. The project grant monies will enhance the continuing educational process for the District's Adult Resource Program.

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

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

FUNDING: Sites and departments of the District will incur responsibilities and costs associated with (some) of the donations which include, but are not limited to, supplies, repairs, maintenance

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

RECOMMENDATION: Accept the generous donations from the various individuals and businesses mentioned above with thanks and appreciation from the staff and students of the Tracy Unified School District.

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



BUSINESS SERVICES MEMORANDUM

TO: Dr. James C. Franco, Superintendent
FROM: Dr. Casey Goodall, Associate Superintendent for Business
DATE: January 22, 2008
SUBJECT: Accept the Annual Report on the Collection and Expenditure of Development Fees for Fiscal Year 2006/07

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

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

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

FUNDING: Fund 25-9019: Developer Fees, Fund 25-9011: Mitigation, Fund 25-9012 Mountain House Mitigation.

TIMING: The report must be presented to the Board annually after the close of the fiscal year.

RECOMMENDATIONS: Accept the Annual Report on the Collection and Expenditure of Development Fees for Fiscal Year 2006/07

Prepared by: Denise Wakefield, Director of Facilities, Construction, and Planning and Bonny Carter, Facilities Accountant/Analyst

**Tracy Joint Unified School District
Mitigation Fund
25-9011**

Beginning Balance	\$ 34,985,134.80
Revenue	
Fees Collected	\$ 680,495.00
Interest Earned/Misc.	<u>1,837,022.27</u>
Total Revenue	\$ 2,517,517.27
Expenditures	
Building Improvements	
New Construction	
George Kelly School	\$ 10,000.00
North School Expansion	(485,105.00)
Kimball High School	5,750,000.00
Relocatables	
Clover Restroom	315.00
State Relocatables	
Clover School	1,563.60
Bohn School	(4,825.02)
Jacobson School	102,157.66
Kelly School	(24,275.03)
Monte Vista Middle School	<u>(97,240.37)</u>
Total Expenditures	\$ 5,252,590.84
Ending Fund Balance	<u>\$ 32,250,061.23</u>

**Tracy Joint Unified School District
Mountain House Fund
25-9012**

Beginning Balance	\$	8,708,561.06
Revenue		
Fees Collected	\$	2,692,387.21
Interest Earned/Misc.		522,809.21
		<hr/>
Total Revenue	\$	3,215,196.42
Expenditures		
Building Improvements		
State Relocatables		
Rents		20,000.00
Administrative		2,490.00
Bus Purchase		124,565.47
		<hr/>
Total Expenditures	\$	147,055.47
Ending Fund Balance	\$	<u>11,776,702.01</u>

**Tracy Joint Unified School District
Developer Fee Fund
25-9019**

Beginning Balance	\$ 1,042,932.57
Revenue	
Fees Collected	712,417.31
Interest Earned/Misc.	61,803.57
	<hr/>
Total Revenue	\$ 774,220.88
Expenditures	
Building Improvements	
Relocatables	
Williams MS Relocatable	\$ 507,000.00
Tracy High School	\$ 344,047.00
State Relocatables	
Freiler School	(44,985.77)
Hirsch School	55,345.72
Williams Middle School	(18,325.64)
Tracy High School	(118,808.39)
West High School	(168,486.11)
Rents	290,300.90
	<hr/>
Total Expenditures	\$ 846,087.71
Ending Fund Balance	\$ 971,065.74
	<hr/>

**Tracy Unified School District
Summary of Cash Flow
Facilities Planning
(2008 \$'s in Millions)**

Sources of Cash	2006/07	2007/08	2008/09	2009/10	2010/11	2011/12	TOTAL
Developer Fees (9019)	\$ -	\$ 0.05	\$ 0.05	\$ 0.05	\$ 0.05	\$ 0.05	\$ 0.25
Mitigation Fees	\$ -	\$ 1.00	\$ 0.20	\$ 0.20	\$ 0.20	\$ 0.20	\$ 1.80
Redevelopment	\$ -	\$ 8.00	\$ 0.05	\$ 0.06	\$ 0.06	\$ 0.07	\$ 8.23
State Bond Proceeds	\$ -	\$ 52.50	\$ 5.00	\$ 3.00	\$ -	\$ -	\$ 60.50
Local Bond Proceeds	\$ -	\$ 20.00	\$ 17.00	\$ -	\$ -	\$ -	\$ 37.00
City JU Contribution Pool	\$ -	\$ 1.50	\$ -	\$ -	\$ -	\$ -	\$ -
Interest Earnings	\$ -	\$ 3.00	\$ 2.00	\$ 0.50	\$ 0.25	\$ -	\$ 5.75
General Fund	\$ -	\$ 0.60	\$ 0.60	\$ 0.60	\$ 0.60	\$ 0.60	\$ 3.00
Total Sources	\$ -	\$ 86.65	\$ 24.90	\$ 4.41	\$ 1.16	\$ 0.92	\$ 118.03
Uses of Cash							
Capital Project Expd	\$ -	\$ 61.91	\$ 66.37	\$ 15.00	\$ 12.80	\$ -	\$ 156.08
Administration	\$ -	\$ 0.60	\$ 0.60	\$ 0.60	\$ 0.60	\$ 0.60	\$ 3.00
Total Uses	\$ -	\$ 62.51	\$ 66.97	\$ 15.60	\$ 13.40	\$ 0.60	\$ 159.08
NET CASH FLOW	\$ -	\$ 24.14	\$ (42.07)	\$ (11.20)	\$ (12.24)	\$ 0.32	
Beginning Balance	\$ 39.67	\$ 39.67	\$ 63.81	\$ 21.74	\$ 10.55	\$ (1.69)	
Ending Balance	\$ 39.67	\$ 63.81	\$ 21.74	\$ 10.55	\$ (1.69)	\$ (1.38)	\$ (1.38)

**State Bond Revenue
(\$ in Millions)**

State Bond Revenue	2006/07	2007/08	2008/09	2009/10	2010/11	2011/12	TOTAL
Bond Projects							
THS 40 Classroom Building		\$ 12					\$ 12
WHS Stadium & Pool		\$ 1					\$ 1
WHS Theater							\$ -
Modernization Phase 1 HWL Bldg		\$ 2					\$ 2
New Construction Bldg Replacement			\$ 2				\$ 2
Modernization All Other Phases			\$ 3	\$ 3			\$ 6
Career Tech Grants		\$ 3					\$ 3
New School Construction							\$ -
Kimball High School		\$ 33					\$ 33
Career Tech Grants		\$ 2					\$ 2
Williams Middle School							\$ -
Total State Bond Revenue	\$ -	\$ 53	\$ 5	\$ 3	\$ -		\$ 61

**Tracy Unified School District
Summary of Projected Capital Projects
(2008 \$'s)
TUSD District Facilities**

PROJECTS	2007/08	2008/09	2009/10	2010/11	2011/12	TOTAL
Bond Projects						
THS 40 Classroom Building	\$ 19.00					\$ 19.00
WHS Stadium & Pool	\$ 11.00					\$ 11.00
WHS Theater		\$ 4.00				\$ 4.00
Modernization Phase 1 HWL Bldg	\$ 6.50					\$ 6.50
Modernization All Other Phases		\$ 20.00	\$ 15.00	\$ 12.80		\$ 47.80
New School Construction						\$ -
Kimball High School	\$ 25.00	\$ 42.37				\$ 67.37
Williams Middle School	\$ 0.41					\$ 0.41
TOTAL CAPITAL PROJECTS	\$ 61.91	\$ 66.37	\$ 15.00	\$ 12.80	\$ -	\$ 156.08



TRACY
UNIFIED SCHOOL DISTRICT

BUSINESS SERVICES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: Dr. Casey Goodall, Associate Superintendent for Business Services
DATE: January 31, 2008
SUBJECT: **Accept the 2006-07 Independent Annual Financial Audit and Performance Audit for Measure E General Obligation Bonds; and Approve and Award the Annual Financial and Performance Audit for the Fiscal Year Ending June 30, 2008**

BACKGROUND: When a school bond measure is authorized pursuant to Section 1 of Article XIII A of the California Constitution as amended with the passage of proposition 39, approved by voters on November 7, 2000, the School Board is subject to certain accountability requirements. Proposition 39 requires that each year the Board conduct an independent audit for the purpose of ensuring that the Bond proceeds have been expended only on specific projects as listed in the bond measure. In addition, each year the Board must conduct an independent financial audit of expended Bond proceeds until all of the funds have been expended on the specific school facilities projects off the project list.

RATIONALE: On March 13, 2007, the Tracy Unified School District Board awarded the contract to conduct the 2006-07 financial and performance audits to Stephen Roatch Accountancy Corporation based upon the recommendation of the Bond Oversight Committee. The audits for the 2006-07 fiscal year are complete and are being brought to the board for acceptance. The financial report states that in the auditor's independent opinion, the district's records represent fairly, in all material respects, the financial position and results of operations for the Bond Building Fund of Tracy Joint Unified School District. The objective of the performance audit is to provide an independent assessment of the District's compliance with certain state laws and procedures, specified by Tracy Joint Unified School District, to ensure that the bond funds have been expended only on the specific projects listed in the ballot measure. There were no recommendations or matters to report as a result of the financial and performance audits.

Stephen Roatch Accountancy Corporation has submitted a proposal to complete the 2007-08 financial and performance audits for the amount of \$13,500. The Oversight Committee recommends that Stephen Roatch Accountancy Corporation again be awarded the contract on the basis that they are independent from the District's General Fund audit firm.

FUNDING: The cost of the annual audit will be funded by bond proceeds.

RECOMMENDATION: Accept the 2006-07 Independent Annual Financial Audit and Performance Audit for Measure E General Obligation Bonds; and Approve and Award the Annual Financial and Performance Audits for the Fiscal Year Ending June 30, 2008.

Prepared by: Bonny Carter, Facilities Planner

STEPHEN ROATCH ACCOUNTANCY CORPORATION

Certified Public Accountants

Stephen Roatch - President
Habbas Nassar - Vice President

January 2, 2008



Dr. Casey Goodall
Associate Superintendent of Business Services
Tracy Joint Unified School District
1875 W. Lowell Avenue
Tracy, CA 95376

Dear Mr. Goodall:

We are pleased to respond to your request for a proposal to perform a financial and performance audit of the Tracy Joint Unified School District's "Proposition 39" general obligation bonds for the fiscal year ending June 30, 2008.

In accordance with the reporting requirements of Proposition 39, we will perform annual financial audits to ensure that the Tracy Joint Unified School District properly accounts for the proceeds from the sale of the bonds until all of those proceeds have been expended. We will also perform annual performance audits to ensure that the bond proceeds have been expended only for the specific projects listed in the ballot measure.

The scope of our audits for the fiscal year ending June 30, 2008 will be limited to the following:

- Perform a financial audit of the "Proposition 39" bond activities for the fiscal year ending June 30, 2008, in accordance with U.S. generally accepted auditing standards.
- Perform a performance audit of the "Proposition 39" bond activities for the fiscal year ending June 30, 2008, in accordance with U.S. performance auditing standards issued by the Comptroller of the United States.
- Verify that bond proceeds and project expenditures are accounted for in accordance with U.S. generally accepted accounting principles.
- Prepare a summary "Proposition 39" Balance Sheet as of June 30, 2008.
- Prepare a summary "Proposition 39" Statement of Revenues, Expenditures, and Changes in Fund Balance for the fiscal year ending June 30, 2008.
- Audit payments to vendors and contractors to ensure timely payment in accordance with required payment schedules.
- Review and evaluate whether bond funds were expended for allowable costs under State law.
- Review and evaluate whether bond funds were expended in accordance with District and State guidelines for bidding and procurement.

- Review and evaluate whether there are proper tracking systems in place to easily monitor the expenditure of funds by project.
- Review and evaluate whether the District actions are consistent with assertions presented in the ballot measure.
- Make recommendations that will help to improve the District bond program, if applicable.
- Verify that all bond proceeds are deposited into the appropriate bond trustee accounts, and/or District funds.
- Verify that bond funds are spent only for projects identified on the ballot measure.
- Verify that no bond funds are used to pay for any teacher or administrative salaries, or other school operating expenditures.
- Determine whether or not the "Proposition 39" funds are being spent as intended by the bond measure and/or as mandated by state law.

Our audits will include such tests and procedures as we consider necessary to complete the engagements. We do not contemplate a detailed examination of all transactions. Accordingly, our examination is subject to the inherent risk that errors, irregularities, or illegal acts, including fraud or defalcations, should any exist, will not be detected. We will, however, inform you promptly if any such matter comes to our attention.

Fees for these services will be charged based on the actual number of hours worked multiplied by our standard billing rates for governmental audits. We agree that our fee will not exceed the following amounts for the fiscal year ending June 30, 2008:

Financial Audit - **\$6,000**

Performance Audit:

- Assumption - 70% of total expenditures - **\$7,500**

No additional fee will be charged for attending one meeting with the bond Citizens' Oversight Committee.

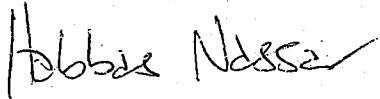
Our fees are based upon audit requirements currently in effect. If State audit requirements change and additional services are required, we may propose an adjustment to future fees, if deemed appropriate.

Tracy Joint Unified School District
January 2, 2008
Page three

We appreciate this opportunity to be of service to you. If this letter correctly expresses your understanding of our agreement, please sign the enclosed letter where indicated, and return it to us.

Sincerely,

STEPHEN ROATCH ACCOUNTANCY CORPORATION



Habbas Nassar
Vice President

RESPONSE:

This letter correctly sets forth the understanding of Tracy Joint Unified School District.

Approved by: _____

Title: _____

Date: _____



TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: ~~Dr. James Franco~~ Dr. Sheila Harrison, Assistant Superintendent of Educational Services
DATE: January 23, 2008
SUBJECT: Approve Service Agreement for Nancy Fetzer to Provide Writing Strategies for Teachers at Poet-Christian School on August 6 or 13, 2008, September 16-19, 2008 and January 20-23, 2009

BACKGROUND: Through program evaluation and the results of District and State assessments, we have identified the need to work on building a more comprehensive writing program. Ms. Fetzer can provide Poet teachers coaching in building language and writing strategies. Ms. Fetzer will model writing lessons for new teachers and provide critical feedback to experienced teachers. In addition she will work with grade level teams to plan and sequence their writing curriculum for the year.

RATIONALE: Ms. Fetzer has presented at state-wide conferences and is a highly-respected writing coach. Poet-Christian School requests approval to bring this consultant in to work with teaching staff. This in-service will support Strategic Goal #1 – Quality Curriculum and/or Strategic Goal #7 – Educational Leadership

FUNDING: Poet's discretionary Block Grant will provide \$14,700 to cover the costs of coaching Poet staff.

RECOMMENDATION: Approve Service Agreement for Nancy Fetzer to Provide Writing Strategies for Teachers at Poet-Christian School on August 6 or 13, 2008, September 16-19, 2008 and January 20-23, 2009

Prepared by: William Maslyar, Principal, Gladys Poet-Christian School

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Avenue, Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," Nancy Fetzer, 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 nine (9) full days of coaching for teachers in writing strategies at Poet-Christian Elementary on August 6 or 13, 2008, September 16-19, 2008 and January 20-23, 2009.
2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of nine (9) DAY(s), under the terms of this agreement at the following location Poet-Christian Elementary School.
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
 - a. District shall pay \$14,700.00 FLAT RATE, not to exceed a total of \$14,700.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
 - b. District ☐ SHALL; ☒ SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the district rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed those currently in effect for employees of the District.
 - 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 September 6, 2008, and shall terminate on January 23, 2009.
5. This agreement may be terminated at any time during the term by either party upon thirty (30) day's written notice.
6. Contractor shall contact the District's designee, William Maslyar at (209) 831-5252 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.
7. The parties intend that an independent contractor relationship be created by this contract and District assumes no responsibility for workers' compensation liability. District likewise assumes no responsibility for liability for loss, damage, or injury to person(s) or property resulting from, or caused by, the contractor's activities during or relating to the performance of service under this Agreement.

Contractor agrees to hold harmless and to indemnify District for:

Any injury to person or property sustained by Contractor or by any person, firm, or corporation employed directly or indirectly by the Contractor or by any of the individuals participating in or associated with him or her, however caused; and any injury to person or property sustained by any person, firm or corporation, caused by act, neglect, default or omission, of Contractor, or any person, firm or corporation directly or indirectly employed by Contractor upon or in connection with this Agreement, or any of the participants arising out of or in the course of their term of this Agreement, and Contractor at his or her own cost, 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:

Nancy Fetzer

Consultant Signature (1)

Social Security Number (2)

Date

Title

Address

Poet Christian Elementary

Tracy Unified School District

January 25, 2008

Date

Principal

Title

01-7396-0-1110-1000-5800-370-4904

Account Number to be Charged


Department/Site Approval

Budget Approval

Date Approved by the Board

Send all copies to the Business Office:

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



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. James C. Franco, Superintendent
FROM: *JS* Dr. Sheila Harrison, Assistant Superintendent for Educational Services
DATE: February 1, 2008
SUBJECT: Approve Overnight Travel for One Tracy High School Student to Attend the CBDA All-State Honor Band in Fresno, CA on February 20 – 23, 2008

BACKGROUND: Eric Zhou has been named to the CBDA All-State Honor Band. This is a prestigious honor for high school students, one shared with only a few other talented students from throughout California. The parents will drive their student and will supervise their child during the event.

RATIONALE: It is the goal of the Tracy High School Performing Arts Magnet to provide students with increased performance opportunities. Our student is uniquely qualified to participate in this event and it exemplifies musical excellence. This activity aligns with Strategic Goals #4 and 5 (Developing the Whole Student, and Citizenship).

FUNDING: The parents of Eric Zhou will pay for all expenses associated with this activity, including transportation, meals, housing, and entry fees.

RECOMMENDATION: Approve Overnight Travel for One Tracy High School Student to Attend the CBDA All-State Honor Band in Fresno, Ca, on February 20 – 23, 2008.

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



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: Dr. Sheila Harrison, Assistant Superintendent of Educational Services
DATE: February 5, 2008
SUBJECT: Approve Service Agreement for Reverend Kyles to Speak on March 17-18, 2008, in Recognition of Black History Month at Tracy High School, Williams Middle School and ICGC

BACKGROUND: Reverend Billy Samuel Kyles accompanied Reverend Martin Luther King, Jr., in the 1960s and was present on his fateful trip to Memphis, Tennessee. His first-hand experiences with Reverend King will take the students and staff on an insightful journey into the Civil Rights Movement during Black History Month.

RATIONALE: Reverend Kyles is a popular and experienced speaker who will leave a lasting impression on our students. This will be an amazing opportunity to share in the inspiration of Reverend King and his impact on America. The Reverend will speak to students throughout the day about the struggles of the Civil Rights Movement and his active participation in seeking equality for all people. This aligns with Strategic Goals #1, 2, 4 and 5 (Quality Curriculum, Quality Learning Environment, Developing the Whole Student and Citizenship).

FUNDING: Travel and accommodations for the Reverend Kyles will be reimbursed by the District in the approximate amount of \$715.00 (\$465-airfare; \$250-hotel). The District will also pay Rev. Kyles an honorarium donation of \$1,000 (500.00/day) and other expenses will not exceed \$500.00 for local transportation and meals.

RECOMMENDATION: Approve Service Agreement for Reverend Kyles to Speak on March 17-18, 2008, in Recognition of Black History Month at Tracy High School, Williams Middle School and ICGC.

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

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

AGREEMENT FOR SPECIAL CONTRACT SERVICES

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and **Reverend Billy Kyles**, 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: **Travel to Tracy, California, and speak to students at Tracy High, IGCG and Williams Middle School.**
2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of **Two (2) HOURS/DAY(s)** (circle one), under the terms of this agreement at the following location
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
 - a. District shall pay \$1,000 an Honorarium contribution for the Rev. Kyles two day visit. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
 - b. District [**X**] **SHALL**; [] **SHALL NOT** reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: airfare, 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 \$1,200.00 for the term of this agreement.
 - c. District shall make payment on a [] **MONTHLY PROGRESS BASIS**, [**X**] **SINGLE PAYMENT UPON COMPLETION OF THE DUTIES** and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.
4. The terms of the agreement shall commence on **March 17, 2008**, and shall terminate on **March 19, 2008**.
5. This agreement may be terminated at any time during the term by either party upon **Ten (10)** day's written notice.
6. Contractor shall contact the District's designee, the **Superintendent's Office 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.
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)

February 16, 2007

Date

Reverend Billy Kyles

Title

Monumental Baptist Church

Address

Memphis, Tennessee 38106

Tracy Unified School District

Date

Superintendent

Title

Account Number to be Charged

Department/Site Approval

Budget Approval



HUMAN RESOURCES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: James Mousalimas, Assistant Superintendent of Human Resources
DATE: February 4, 2008
SUBJECT: Approve Classified, Certificated, and/or Management Employment

BACKGROUND:

Aboud, Elena

Beckelman, Margaret

Guasch, Ana

Silva, Robert

Tavares, Betty

CLASSIFIED

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

Daytime YRE Lead Custodian (Replacement)
Art Freiler
8 hours per day
Range 35, Step A - \$16.16 per hour
Funding: General Fund

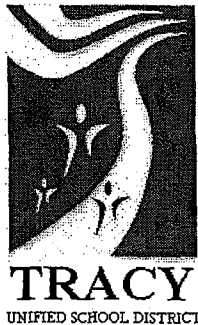
Food Service Worker (Replacement)
West High School
3 hours per day
Range 22, Step C - \$13.11 per hour
Funding: Child Nutrition-School Program

School Security Person (Replacement)
Tracy High School
3 hours per day
Range 31, Step C - \$16.16 per hour
Funding: General Fund

Account Clerk (New)
Replaces Facilities Account Analyst
Finance (DEC)
8 hours per day
Range 35, Step C - \$17.74 per hour
Funding: General Fund

RECOMMENDATION: Approve Classified, Certificated and/or Management Employment

Prepared by: James Mousalimas, Assistant Superintendent of Human Resources



HUMAN RESOURCES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: James Mousalimas, Assistant Superintendent of Human Resources
DATE: February 4, 2008
SUBJECT: Accept Resignations/Retirements/Leave of Absence for Classified, Certificated, and/or Management Employment

BACKGROUND:

CLASSIFIED RESIGNATION

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
Beckelman, Margaret School Supervision	Art Freiler	01/21/08	Accepted Lead Custodian Position
Deanda, Dominick Custodian I	Kelly	01/30/08	Personal
Guasch, Ana Food Service Worker	Kelly	01/18/08	Accepted Food Service Worker position at WHS
Ruiz, Irma Para Educator I	North	02/05/08	Personal

BACKGROUND:

CLASSIFIED RETIREMENTS

<u>NAME</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>
Pantoja, Sandy Food Service Worker	Jacobson	01/18/08
Vieira, Joe Maintenance Mech.	Maintenance	02/18/08

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 C. Franco, Superintendent
FROM: Dr. Casey Goodall, Associate Superintendent for Business Services
DATE: January 31, 2008
SUBJECT: Adopt Resolution No. 07-15 Finding That the Theater Complex at West High School Qualifies as a Categorical Exemption from California Environmental Quality Act

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

RATIONALE: The proposed project is to construct a theater complex on the existing West High School Campus. It will include the installation of a black box theater and classrooms. This complex will complete facilities not previously completed with earlier phases of construction due to lack of funds.

This project qualifies as a "Categorical Exemption" from CEQA under Article 19, Section 15314 of the CEQA Guidelines because it is a minor addition to an existing school site and does not increase original student capacity to the site by more than 25% or ten classrooms, whichever is less. Therefore, the necessary Resolution calling out these findings and the "Notice of Exemption" are attached to this agenda item for board approval.

FUNDING: Not applicable

RECOMMENDATIONS: Adopt Resolution No. 07-15 Finding That the Theater Complex at West High School Qualifies as a Categorical Exemption from California Environmental Quality Act

Prepared by: Bonny Carter, Facilities Planner



TRACY UNIFIED SCHOOL DISTRICT

RESOLUTION NO. 07-15

RESOLUTION FINDING THAT THE THEATER COMPLEX AT WEST HIGH SCHOOL QUALIFIES AS A CATEGORICAL EXEMPTION FROM CALIFORNIA ENVIRONMENTAL QUALITY ACT

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

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

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

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

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

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

NOW, THEREFORE BE IT RESOLVED that the District finds that the Theater Complex at West High School meets the CEQA exemption criteria because the project consists of minor additions to the existing school facility, will be within the existing school grounds, and will not increase the capacity of West High School by more than 25% or ten classrooms;

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

PASSED AND ADOPTED by the Board of Trustees of the Tracy School District, County of San Joaquin, State of California this 12th day of February, 2008 by the following vote:

AYES:

ABSENT:

NOES:

ABSTAIN:

James Vaughn, President
Board of Trustees
Tracy Unified School District

ATTESTED

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

Clerk
Board of Trustees
Tracy Unified School District



TRACY
UNIFIED SCHOOL DISTRICT

BUSINESS SERVICES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: Dr. Casey Goodall, Associate Superintendent for Business Services
DATE: February 1, 2008
SUBJECT: Approve Permit with San Joaquin Council of Governments for Habitat Mitigation on Kimball High School Site

BACKGROUND: As TUSD moves forward with the plans to construction Kimball High School, appropriate action is required for mitigation of endangered species that currently inhabit the vacant property. Based on the biologist report done as a component of the project's Environmental Impact Report (EIR) two species of concern were identified: Western Burrowing Owls and the San Joaquin Kit Fox.

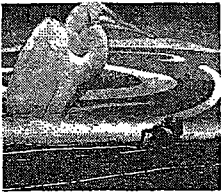
Endangered species were identified by the field biologist from WRA, Inc. and they will require mitigation measures. Mitigation can be achieved through participation in the San Joaquin County Multi-Species Habitat Conservation and Open Space Plan (SJMSCP). TUSD is required to submit documentation regarding the biological findings to the San Joaquin Council of Governments and they assess a fee. The fee is used to implement the SJMSCP which functions to acquire and set aside habitat to offset the impacts that result from specific types of development covered under the Plan.

RATIONALE: As a result of the findings, TUSD must pay the appropriate mitigation fee to SJCOG, Inc., prior to the start of construction.

FUNDING: Fees for the mitigation measures of \$757,123.89 will be funded out of Developer/Mitigation Funds and from the State School Building Program.

RECOMMENDATION: Approve Permit with San Joaquin Council of Governments for Habitat Mitigation on Kimball High School Site.

Prepared by: Denise Wakefield, Director of Facilities



SJCOG, Inc.

555 E. Weber Avenue • Stockton, CA 95202 • (209) 468-3913 • FAX (209) 468-1084

City of Tracy Lammers School Site SJMSCP Incidental Take Minimization Measures

Date: January 31, 2008

Findings: One Western Burrowing Owl flushed from occupied burrow. Potential den habitat for the San Joaquin kit fox.

Total Disturbed Acres Anticipated: 61.41 acres Ag., 0.57 acres developed (no pay).

APN(s): 240-02-002

Habitat Types to be disturbed: Agricultural

Project Jurisdiction: City of Tracy

Conditions

Prior to Issuance of a Building Permit:

1. Pay the appropriate fee based on to SJCOG Inc.
61.41 acres (billable) X \$12,329 (Agricultural Fee or Natural Fee/acre) = **\$757,123.89**

Note: If fees are not paid prior to January 1, 2009 this project will be subject to the subsequent fee increase, and the fee above will no longer be applicable

Prior to commencing ground disturbance:

2. During the non-breeding season (September 1 through January 31) burrowing owls occupying the project site should be evicted from the project site by passive relocation as described in the California Department of Fish and Game=s Staff Report on Burrowing Owls (Oct., 1995).
3. As required in Section 5.2.4.25, preconstruction surveys for the San Joaquin kit fox shall be conducted two calendar weeks to thirty calendar days prior to commencement of ground disturbance for projects located within the *Southwest Zone* or *Southwest/Central Transition Zone*. Surveys shall be conducted by qualified biologists. When surveys identify potential dens (potential dens are defined as burrows at least four inches in diameter which open up within two feet), potential den entrances shall be dusted for three calendar days to register track of any San Joaquin kit fox present.
4. The Project Proponent has the option of retaining known or potential Swainson's Hawk nest trees (i.e., trees that hawks are known to have nested in within the past three years or trees, such as large oaks, which the hawks prefer for nesting) or removing the nest trees. If the Project Proponent elects to retain a nest tree, and in order to encourage tree retention, the following Incidental Take Minimization Measure shall be implemented

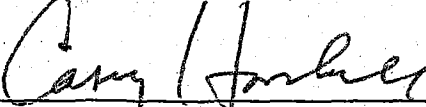
during construction activities: If a nest tree becomes occupied (by Swainson's Hawk) during construction activities, then all construction activities shall remain a distance of two times the dripline of the tree, measured from the nest. If the Project Proponent elects to remove a nest tree, then nest trees may be removed between September 1 and February 15, when the nests are unoccupied. These Incidental Take Minimization Measures are consistent with the provisions of the Migratory Bird Treaty Act as described in Section 5.2.3.1(G).

During project construction:

5. All food-related trash items such as wrappers, cans, bottles, and food scraps shall be disposed of in closed containers and removed at least once a week from the construction site.

In reliance on the Section 10(a)(1)(B) Permit issued by the United States Fish and Wildlife Service and the Section 2081(b) Incidental Take Permit issued by the California Department of Fish and Game, San Joaquin County has consulted with and agreed to allow coverage pursuant to the SJMSCP for the Lammers School Site Project, its successors, agents and assigns pursuant to the "Implementation Agreement for the San Joaquin County Multi-Species Habitat Conservation and Open Space Plan" which will allow the Lammers School Site Project, its successors, agents and assigns to construct, operate and maintain the Project commonly known as the Lammers School Site Project and located on Assessor Parcel Numbers 240-02-002, which could result in a legally permitted Incidental Take of the SJMSCP Covered Species in accordance with and subject to the terms and conditions of Lammers School Site Project approved by San Joaquin County. This Certification applies only to activities on the subject parcel(s) which are carried out in full compliance with the approved plans for the Lammers School Site Project, Section 10(a)(1)(B) Permit, and Section 2081(b) Incidental Take Permit conditions.

I have read, acknowledge, and agree to the preceding conditions:



For Lammers School Site Project

1/31/08

Date



TRACY
UNIFIED SCHOOL DISTRICT

BUSINESS SERVICES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: Dr. Casey Goodall, Associate Superintendent for Business Services
DATE: February 1, 2008
SUBJECT: Approve the City of Tracy Public Agency Offsite Improvement Agreement for Kimball High School on Lammers Road south of 11th Street

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

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

RATIONALE: Plans for Kimball High School include new connections to the City's utility infrastructure including water, sewer, storm drain and driveway improvements. The engineering estimate for these improvements will be determined when City's engineers complete their plan review.

FUNDING: Improvements will be funded by Developer/Mitigation Funds and the State School Building Program funds

RECOMMENDATION: Approve the City of Tracy Public Agency Offsite Improvement Agreement for Kimball High School on Lammers Road south of 11th Street.

Prepared by: Denise Wakefield, Director of Facilities

**CITY OF TRACY
PUBLIC AGENCY OFFSITE IMPROVEMENT AGREEMENT
KIMBALL HIGH SCHOOL
EAST SIDE OF LAMMERS ROAD AND SOUTH OF 11TH STREET**

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

RECITALS

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

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

- 1. **SCOPE OF WORK**. The District shall perform, or cause to be performed, the work described in the Plans, to the reasonable satisfaction of the City Engineer. The

**CITY OF TRACY - PUBLIC AGENCY OFFSITE IMPROVEMENT AGREEMENT
KIMBALL HIGH SCHOOL
EAST SIDE OF LAMMERS ROAD AND SOUTH OF 11TH STREET, TRACY
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Offsite Improvements shall be performed, and all materials and labor shall be provided, at the District's expense, in the manner described in the Plans. The District may submit a written request to the City Engineer for a change in the Plans, as required by Tracy Municipal Code Section 12.36.060(f). The City acknowledges the District is not the Subdivider under the Subdivision Map Act, and that unless otherwise indicated on Exhibit B, District will contract with other professionals (District's contractor) to do the actual construction of the Offsite Improvements. The City acknowledges and agrees that District has delegated responsibility for District's performance under this Agreement to District's contractor in a separate agreement, which is attached as Exhibit "C". The City also acknowledges that requirements normally placed upon developers who construct offsite improvements are not applicable except as set forth herein.

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

CITY OF TRACY - PUBLIC AGENCY OFFSITE IMPROVEMENT AGREEMENT
KIMBALL HIGH SCHOOL
EAST SIDE OF LAMMERS ROAD AND SOUTH OF 11TH STREET, TRACY
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5. **INSURANCE.** Concurrently with the execution of this Agreement by the District and City, and prior to the commencement of any Offsite Improvements, the District shall furnish evidence to the City that the District's contractor has satisfied all of the following insurance requirements.

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

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

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

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

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

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

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

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

CITY OF TRACY - PUBLIC AGENCY OFFSITE IMPROVEMENT AGREEMENT
KIMBALL HIGH SCHOOL
EAST SIDE OF LAMMERS ROAD AND SOUTH OF 11TH STREET, TRACY
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- 5.7. Authorized Insurers.** All insurance companies providing coverage shall be insurance organizations authorized by the Insurance Commissioner of the State of California to transact the business of insurance in the State of California.
- 5.8. Insurance Certificate.** District's contractor shall provide evidence of compliance with the insurance requirements listed above by providing a certificate of insurance.
- 5.9. Substitute Certificates.** No later than thirty (30) days prior to the policy expiration date of any insurance policy required by this Agreement, District's contractor shall provide a substitute certificate of insurance.
- 5.10. Obligation of District's Contractor.** Maintenance of insurance by the District's contractor as specified in this Agreement shall in no way be interpreted as relieving the District's contractor of any responsibility whatsoever (including indemnity obligations under this Agreement), and the District's contractor may carry, at its own expense, such additional insurance as it deems necessary.
- 6. PERMITS, LICENSES, AND COMPLIANCE WITH LAW.** District shall insure that District's contractor shall bear all expenses for, obtain and maintain all necessary permits and licenses for performance of the Offsite Improvements. The District's contractor shall comply with all local, state, and federal laws, whether or not said laws are expressly stated in this Agreement.
- 7. TIME OF PERFORMANCE.** Time is of the essence in the performance of the Offsite Improvements and the timing requirements set forth herein shall be strictly adhered to unless otherwise modified in writing in accordance with this Agreement. The District shall submit all requests for extensions of time to the City, in writing, no later than ten (10) days after the start of the condition, which purportedly caused the delay, and not later than the date on which performance is due.
- 7.1. Commencement of Work.** No later than forty-eight (48) hours prior to the commencement of the Offsite Improvements, the District's contractor shall provide written notice to the City Engineer of the date on which the District's contractor shall commence work. The District's contractor shall not commence work on the Offsite Improvements until after the notice required by this section is properly provided, and the District's contractor shall not commence such work prior to the date specified in the written notice.
- 7.2. Schedule of Work.** Concurrently with the written notice of commencement of work on the Offsite Improvements, the District's contractor shall provide the

**CITY OF TRACY - PUBLIC AGENCY OFFSITE IMPROVEMENT AGREEMENT
KIMBALL HIGH SCHOOL
EAST SIDE OF LAMMERS ROAD AND SOUTH OF 11TH STREET, TRACY
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City with a written schedule of work, which shall be updated in writing as necessary to accurately reflect progress of the work.

7.3. Completion of Work. The District's contractor shall complete the Offsite Improvements including water and fire services to the Property, prior to occupancy of the first building constructed within the Property or before the water and sewer services for Property are connected to the City's water and sewer mains, whichever occurs first. The traffic signal and all associated improvements at the intersection of North Road and Lammers Road must be functional and operational, prior to the occupancy of first building within the Property.

8. INSPECTION BY THE CITY. In order to permit the City to inspect the Offsite Improvements the District's contractor shall at all times provide the City with proper and safe access to the project site, to all portions of the Offsite Improvements, and to all shops wherein portions of the work are in preparation.

9. INSPECTION FEES. Concurrently with the execution of this Agreement by the District, and prior to the commencement of any work on the Offsite Improvements, the District shall pay the City inspection fees in the amount of three and one-half percent (3-1/2 %) of the estimated cost of the Offsite Improvements (as approved by the City Engineer). In the event that the City determines that its actual costs of inspecting the Offsite Improvements (including all costs and expenses of inspection, reviewing maps and plans, field checking, testing, and administrative and overhead costs of fifteen percent (15 %) exceeds the amount of inspection fees paid by the District, the District shall pay the City the actual costs of inspecting the Offsite Improvements less any inspection fees already paid.

10. DEFAULT.

10.1. In the event that the District is in default of this Agreement, as defined in this section, the City shall provide written notice to the District, District's contractor and the surety for the District's contractor in which the default is described.

10.2. The District shall be in default of this Agreement if the City determines that any one of the following conditions exist:

10.2.1. The District is insolvent, bankrupt, or makes a general assignment for the benefit of its creditors.

10.2.2. The District abandons the Offsite Improvements site.

10.2.3. The District fails to perform one or more requirements of this Agreement.

**CITY OF TRACY - PUBLIC AGENCY OFFSITE IMPROVEMENT AGREEMENT
KIMBALL HIGH SCHOOL
EAST SIDE OF LAMMERS ROAD AND SOUTH OF 11TH STREET, TRACY
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- 10.2.4.** The District, through District's contractor, fails to replace or repair any damage caused by District or its agents, representatives, contractors, subcontractors, or employees in connection with performance of the work on the Offsite Improvements.
- 10.2.5.** The District knowingly violates any legal requirement related to the Offsite Improvements.
- 10.3.** In the event that the District fails to cure or fails to cause District's contractor to cure the default within twenty (20) days, or provide adequate written assurance to the satisfaction of the City Engineer that the cure will be promptly commenced and diligently prosecuted to its completion, the City may, in the discretion of the City Engineer, take any or all of the following actions:
- 10.3.1.** Cure the default and charge the District for the costs therefore, including administrative costs and interest in an amount equal to seven percent (7 %) per annum from the date of default.
- 10.3.2.** Demand the District to complete performance of the work on the Offsite Improvements.
- 10.3.3.** Demand the District or District contractor's surety to complete performance of the work on the Offsite Improvements.
- 11. ACCEPTANCE OF WORK.** Prior to acceptance of the Offsite Improvements by the City, the District, through the District's contractor, shall be solely responsible for maintaining the quality of the Offsite Improvements, and maintaining safety at the Project site. The District's obligation to perform the work on the Offsite Improvements shall not be satisfied until after the City has made a written determination that all obligations of the Agreement have been satisfied and all outstanding fees and charges have been paid.
- 12. WARRANTY PERIOD.** The District, through District's contractor, shall warrant the quality of the work on the Offsite Improvements, in accordance with the terms of the Plans and Specifications, for a period of one year after acceptance of the Offsite Improvements. In the event that (during the one year warranty period) any portion of the work on the Offsite Improvements is determined by the City to be defective as a result of an obligation of the District under this Agreement, the District shall be in default.
- 13. INDEPENDENT CONTRACTOR STATUS.** Neither party to this Agreement is the employee of the other party, and each party shall be solely responsible for all acts of

CITY OF TRACY - PUBLIC AGENCY OFFSITE IMPROVEMENT AGREEMENT
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its officers, employees agents, contractors, subcontractors, including any negligent acts or omissions. Neither party shall have any authority, express or implied, to act on behalf of the other party as an agent, or to bind the other party without the express prior written permission of the other party.

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

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

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CITY OF TRACY - PUBLIC AGENCY OFFSITE IMPROVEMENT AGREEMENT
KIMBALL HIGH SCHOOL
EAST SIDE OF LAMMERS ROAD AND SOUTH OF 11TH STREET, TRACY
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25. SIGNATURES. The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Agreement on behalf of the respective legal entities of the District and the City. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

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

CITY OF TRACY

TRACY JOINT UNIFIED SCHOOL DISTRICT

By: Brent H. Ives
Title: CITY MAYOR

By: Casey Goodall
Title: ASSISTANT SUPERINTENDENT OF
BUSINESS SERVICES

Date: _____

Date: _____

Attest:

By: Sandra Edwards
Title: CITY CLERK
Date: _____

Approved As To Form:

By: Debra E. Corbett
Title: CITY ATTORNEY
Date: _____

02-013108rp
Rev 2/6/08 cm

Faithful Performance

Bond Number _____

Name of Project: _____

Tract No.: _____
_____ Improvement Agreement

CITY OF TRACY
Tracy, California

Whereas, the City Council of the City of Tracy, State of California, and _____
(hereinafter designated as "Principal") have entered into an agreement whereby principal agrees to
install and complete certain designated public improvements, which said Agreement, dated
_____ 20____, and identified as _____ is
hereby referred to and made a part hereof; and

Whereas, said principal is required under the terms of said agreement to furnish a bond for
the faithful performance of said agreement.

Now, therefore, we the principal and _____ as surety,
are held and firmly bound unto the City of Tracy (hereinafter called "City"), in the penal sum of
_____ dollars (\$_____) lawful money of the United States, for the
payment of which sum well and truly made, we bind ourselves, our heirs, successors, executors
and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the above bounded principal, his or its heirs,
executors, administrators, successors or assigns, shall in all things stand to and abide by, and well
and truly keep and perform the covenants, conditions and provisions in the said agreement and any
alteration there of made as therein provided, on his or their part, to be kept and performed at the
time and in the manner therein specified, and in all respects according to their true intent and
meaning, and shall indemnify and save harmless City of Tracy, its officers, agents and employees,
as therein stipulated, then this obligation shall become null and void, otherwise, it shall be and
remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified
therefor, there shall be included costs and reasonable expenses and fees, including reasonable
attorney's fees, incurred by City in successfully enforcing such obligation, all to be taxed as costs
and included in any judgment rendered.

The surety hereby stipulates and agrees that no change, extension of time, alteration or
addition to the terms of the agreement or to the work to be performed thereunder or the
specifications accompanying the same shall in any way affect its obligations on this bond, and it
does hereby waive notice of any such change, extension of time, alteration or addition to the terms
of the agreement or to the work or to the specifications.

IN WITNESS WHEREOF, this instrument has been duly executed by the principal and surety
above named, on

_____, 20____.

Principal

Surety

By: _____

By: _____

Labor and Materials Bond

Bond Number _____

Name of Project: _____

Tract No.: _____
_____ Improvement Agreement

CITY OF TRACY
Tracy, California 95376

Whereas, the City Council of the City of Tracy, State of California, and _____ (hereinafter designated as "Principal") have entered into an agreement whereby principal agrees to install and complete certain designated public improvements, which said Agreement, dated _____, 20____, and identified as _____ is hereby referred to and made a part hereof; and

Whereas, under the terms of said agreement, principal is required before entering upon the performance of the work, to file a good and sufficient payment bond with the City of Tracy to secure the claims to which reference is made in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code of the State of California.

Now, therefore, said principal and the undersigned, as corporate surety, are held and firmly bound unto the City of Tracy and all contractors, subcontractors, laborers, materialmen and other persons employed in the performance of the aforesaid agreement and referred to in the aforesaid Code of Civil Procedure in the sum of _____ dollars (\$_____) for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, that said surety will pay the same in an amount not exceeding the amount herein above set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by City in successfully enforcing such obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed upon that this bond shall insure to the benefit of any and all persons, companies and corporations entitled to file claims under Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of said agreement, or the specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition.

IN WITNESS WHEREOF, this instrument has been duly executed by the principal and surety above named, on

_____, 20 ____.

Principal

Surety

By: _____

By: _____

MAINTENANCE BOND

Name of Project: _____

Bond No. _____

Tract No.: _____

_____ Improvement Agreement

KNOW ALL MEN BY THESE PRESENTS:

That _____
as Principal and _____
incorporated under the laws of the State of _____, as Surety,
are held and firmly bound unto _____, State of _____,
as Oblige, in the amount of _____ Dollars, (\$ _____),
for the payment whereof Principal and Surety bind themselves, their heirs, executors,
administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal entered into a written agreement with the Oblige on _____
Providing for the construction of certain subdivision improvements in _____
_____ in the City of _____, State of _____;
and

WHEREAS, said work has been or will be completed by the Principal.

NOW, THEREFORE, if said Principal shall promptly replace and repair any work proven to be
defective because of faulty workmanship and/or material within a period of one (1) year from
date of acceptance of the work by the Oblige, then this obligation to be void; Otherwise to
remain in full force and effect.

Signed, sealed and dated this _____ day of _____, 20____

Principal

Surety

By: _____

By: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

No. 5907

State of _____

County of _____

On _____ before me, _____
DATE NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

personally appeared _____
NAME(S) OF SIGNER(S)

☐ personally known to me - OR - ☐ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

SIGNATURE OF NOTARY

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
☐ CORPORATE OFFICER

TITLE(S)

- ☐ PARTNER(S) ☐ LIMITED
☐ GENERAL
☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER: _____

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)

DESCRIPTION OF ATTACHED DOCUMENT

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER(S) OTHER THAN NAMED ABOVE

RECORDING REQUESTED BY:

CITY OF TRACY

WHEN RECORDED MAIL TO:

OFFICE OF THE CITY CLERK
CITY OF TRACY
325 E. TENTH STREET
TRACY, CA 95376

SPACE ABOVE THIS LINE FOR RECORDER'S INFORMATION

**CITY OF TRACY
DEFERRED IMPROVEMENT AGREEMENT
KIMBALL HIGH SCHOOL
EAST SIDE OF LAMMERS ROAD AND SOUTH OF 11TH STREET**

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

RECITALS

- A.** District is the owner of certain real property located within the boundaries of the City of Tracy, more particularly described in the attached legal description and map marked as Exhibit "A" and incorporated herein by this reference (Property).
- B.** District intends to develop the Property as a school site. In undertaking such improvements to the Property, District will be required to provide certain offsite improvements, the approval of which will be under the City's jurisdiction (Offsite Improvements).
- C.** On February 19, 2008, pursuant to Resolution 2008-____, the City Council approved an Offsite Improvement Agreement with the District, to authorize the construction of street and utilities improvements on Lammers Road as shown on the Improvement Plans and Specifications, described in Recital B of the Offsite Improvement Agreement. The Offsite Improvement Agreement is attached hereto as Exhibit "B", and incorporated herein by reference.
- D.** The District has requested that the performance of portion of the Offsite Improvements described in Recital B, above be deferred to a later date (hereinafter "Deferred Improvements"). The Deferred Improvements are described in Exhibit "C", attached hereto, and incorporated herein by reference.

CITY OF TRACY –DEFERRED IMPROVEMENT AGREEMENT
KIMBALL HIGH SCHOOL
EAST SIDE OF LAMMERS ROAD AND SOUTH OF 11TH STREET
PAGE 2 OF 6

- E. Section 9 of this Agreement authorizes modifications to be made to the Agreement only if the modifications are set forth in a writing signed by the District and the City.

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **SCOPE OF WORK.** The District shall perform the work required by the Conditions and Agreement in accordance with the terms and timing set forth in Exhibit "C" of this Agreement. The District shall perform, or cause to be performed, that portion of the Work described in Exhibit "C" (hereinafter "Deferred Improvements"), to the satisfaction of the City Engineer, in accordance with the terms and conditions set forth in this Agreement. The Deferred Improvements shall be performed, and all materials and labor shall be provided, at the District's expense, in the manner described in the approved improvement plans. No change shall be made to the Scope of the Deferred Improvements unless authorized in writing by the City Engineer. The District may submit a written request to the City Engineer for a change in the Scope of the Deferred Improvements, pursuant to Tracy Municipal Code section 12.36.060(f).
2. **IMPROVEMENT SECURITY.** Prior to the commencement of any Offsite Improvements, the District's contractor performing the Offsite Improvements shall be required to furnish security on behalf of the District, in a form acceptable to the City and naming the City as a covered entity in the following amounts:
 - 2.1. **Faithful Performance** security in the amount of 100% of the contracted amount to secure faithful performance of this Agreement until the date the City Council accepts the Deferred Improvements as complete.
 - 2.2. **Labor and Material** security in the amount of 100% of the contracted amount to secure payment by the District's contractor to laborers and for material until the date when claims are to be made by laborers and materialmen.
3. **INSURANCE.** Prior to commencement of the work described in Exhibit "C", the District shall furnish evidence to the City that all of the following insurance requirements have been satisfied.
 - 3.1. **General.** The District shall, throughout the duration of this Agreement, maintain insurance to cover District, its agents, representatives, contractors, subcontractors, and employees in connection with the performance of services under this Agreement at the minimum levels set forth herein.
 - 3.2. **Commercial General Liability** (with coverage at least as broad as ISO form CG 00 01 01 96) coverage shall be maintained in an amount not less than \$3,000,000 general aggregate and \$1,000,000 per occurrence for general liability, bodily injury, personal injury, and property damage.

CITY OF TRACY –DEFERRED IMPROVEMENT AGREEMENT
KIMBALL HIGH SCHOOL
EAST SIDE OF LAMMERS ROAD AND SOUTH OF 11TH STREET
PAGE 3 OF 6

- 3.3. **Automobile Liability** (with coverage at least as broad as ISO form CA 00 01 07 97, for "any auto") coverage shall be maintained in an amount not less than \$1,000,000 per accident for bodily injury and property damage.
- 3.4. **Workers' Compensation** coverage shall be maintained as required by the State of California.
- 3.5. **Endorsements**. District shall obtain endorsements to the automobile and commercial general liability with the following provisions:
- 3.5.1. The City (including its elected and appointed officials, officers, employees, agents, and volunteers) shall be named as an additional "insured."
- 3.5.2. For any claims related to this Agreement, District's coverage shall be primary insurance with respect to the City. Any insurance maintained by the City shall be excess of the District's insurance and shall not contribute with it.
- 3.6. **Notice of Cancellation**. District shall obtain endorsements to all insurance policies by which each insurer is required to provide thirty (30) days prior written notice to the City should the policy be canceled before the expiration date. For the purpose of this notice requirement, any material change in the policy prior to the expiration shall be considered a cancellation.
- 3.7. **Authorized Insurers**. All insurance companies providing coverage to District shall be insurance organizations authorized by the Insurance Commissioner of the State of California to transact the business of insurance in the State of California.
- 3.8. **Insurance Certificate**. District shall provide evidence of compliance with the insurance requirements listed above by providing a certificate of insurance, in a form satisfactory to the City Attorney.
- 3.9. **Substitute Certificates**. No later than thirty calendar (30) days prior to the policy expiration date of any insurance policy required by this Agreement, District shall provide a substitute certificate of insurance.
- 3.10. **District's Obligation**. Maintenance of insurance by the District as specified in this Agreement shall in no way be interpreted as relieving the District of any responsibility whatsoever (including indemnity obligations under this Agreement), and the District may carry, at its own expense, such additional insurance as it deems necessary.

CITY OF TRACY –DEFERRED IMPROVEMENT AGREEMENT
KIMBALL HIGH SCHOOL
EAST SIDE OF LAMMERS ROAD AND SOUTH OF 11TH STREET
PAGE 4 OF 6

4. **TIME OF PERFORMANCE.** Time is of the essence in the performance of the Deferred Improvements, and the timing requirements set forth herein shall be strictly adhered to unless otherwise modified in writing in accordance with this Agreement. The timing requirements for the Deferred Improvements are set forth in Exhibit "C."
5. **OBLIGATIONS RUN WITH THE LAND.** All obligations and provisions of this Agreement shall run with the real property described in Exhibit "A," and shall bind the District and its respective successors and assigns.
6. **NOTICES.**
- 6.1. All notices, demands, or other communications which this Agreement contemplates or authorizes shall be in writing and shall be personally delivered or mailed to the respective party as follows:
- | | |
|---|--|
| <u>To CITY:</u>
Kuldeep Sharma
City Engineer
City of Tracy
520 Tracy Boulevard
Tracy, CA 95376 | <u>To District:</u>
Ms. Denise Wakefield
Facilities Construction Manager
Tracy Unified School District
1875 W. Lowell Avenue
Tracy, CA 95376-4095 |
|---|--|
- 6.2. Communications shall be deemed to have been given and received on the first to occur of: (1) actual receipt at the address designated above, or (2) two working days following the deposit in the United States Mail of registered or certified mail, sent to the address designated above.
7. **ASSIGNMENT AND DELEGATION.** This Agreement and any portion thereof shall not be assigned or transferred, nor shall any of the District's duties be delegated, without the written consent of the City. Any attempt to assign or delegate this Agreement without the written consent of the City shall be void and of no force and effect. Consent by the City to one assignment shall not be deemed to be consent to any subsequent assignment.
8. **INDEMNIFICATION.** District shall indemnify, defend, and hold harmless the City (including its elected officials, officers, agents, and employees) from and against any and all claims, demands, damages, liabilities, costs, and expenses (including court costs and attorney's fees) resulting from or arising out of the performance of the Work by District or District's agents, representatives, contractors, subcontractors, or employees.
9. **MODIFICATIONS.** This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by both parties.

CITY OF TRACY –DEFERRED IMPROVEMENT AGREEMENT
KIMBALL HIGH SCHOOL
EAST SIDE OF LAMMERS ROAD AND SOUTH OF 11TH STREET
PAGE 5 OF 6

10. **WAIVERS.** Waiver of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement.
11. **SEVERABILITY.** In the event, any term of this Agreement is held invalid by a court of competent jurisdiction, the Agreement shall be construed as not containing that term, and the remainder of this Agreement shall remain in full force and effect.
12. **JURISDICTION AND VENUE.** The interpretation, validity, and enforcement of the Agreement shall be governed by and construed under the laws of the State of California. Any suit, claim, or legal proceeding of any kind related to this Agreement shall be filed and heard in a court of competent jurisdiction in the County of San Joaquin.
13. **ENTIRE AGREEMENT.** This Agreement, including all documents incorporated herein by reference, comprises the entire integrated understanding between the parties concerning the improvements to be constructed for this Project. This Agreement supersedes all prior negotiations, representations, or agreements.

Intentionally Left Blank

CITY OF TRACY -DEFERRED IMPROVEMENT AGREEMENT
KIMBALL HIGH SCHOOL
EAST SIDE OF LAMMERS ROAD AND SOUTH OF 11TH STREET
PAGE 6 OF 6

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

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

CITY OF TRACY

TRACY JOINT UNIFIED SCHOOL DISTRICT

By: Brent H. Ives
Title: CITY MAYOR

By: Casey Goodall
Title: ASSISTANT SUPERINTENDENT OF
BUSINESS SERVICES

Date: _____

Date: _____

Attest:

By: Sandra Edwards
Title: CITY CLERK
Date: _____

Approved As To Form:

By: Debra E. Corbett
Title: CITY ATTORNEY
Date: _____

01-020408rp
Rev 2/6/08 cm

CITY OF TRACY
DEFERRED IMPROVEMENT AGREEMENT
KIMBALL HIGH SCHOOL
EASTSIDE OF LAMMERS ROAD SOUTH OF ELEVENTH STREET

EXHIBIT "C"

Page 1 of 2

I. Work: Time for Commencement and Performance

The Work described in this Exhibit "C" (hereinafter "Deferred Improvements") shall be completed within the timelines as specified in this Exhibit "C" and the Special Conditions of Encroachment Permit No. 2008-_____, attached as Exhibit "D" to this Agreement. The City shall have no obligation to construct or complete the Deferred Improvements.

II. Description of Work or Deferred Improvements

A. Lammers Road

- (1) District shall submit for City Engineer's approval, a detailed design of frontage landscaping improvements on Lammers Road along the entire length of frontage of the Project on Lammers Road (hereinafter "Lammers Road Landscape Improvements"). Lammers Road Landscape Improvements shall include, but are not limited to, parkway landscaping with automatic irrigation system (Motorola), irrigation service, installation of a Motorola Irrigation Controller, meandering sidewalk and all other improvements within the City right-of-way on Lammers Road as determined by the City Engineer. District shall complete the design of Lammers Road Landscape Improvements including the improvement plans, specifications, and cost estimate, and the construction of Lammers Road Landscape Improvements in accordance with City Regulations, approved improvement plans and this Agreement, prior to occupancy of the first building constructed within the Property.
- (2) Prior to start of construction of Lammers Road Landscape Improvements, District shall obtain encroachment permit from the City, and pay all costs associated with obtaining the encroachment permit including permit processing and inspection fees.
- (3) Prior to starting construction, District shall enter into an improvement Agreement (hereinafter "Offsite Improvement Agreement") and post necessary improvement security, to guarantee completion of Lammers Road Landscape Improvements. Amount and type of improvement security shall be in accordance with Section 12.36.080 of the Tracy Municipal Code, the Offsite Improvement Agreement and as approved by

**CITY OF TRACY - DEFERRED IMPROVEMENT AGREEMENT
TRACY GATEWAY BUSINESS PARK – PHASE 1
SE CORNER OF ELEVENTH STREET AND LAMMERS ROAD
EXHIBIT "B"
PAGE 2 of 2**

the City Attorney. District shall pay, prior to City Council's approval of the agreement, engineering review fees such as agreement processing, plan checking and inspection fees.

- (4) District shall obtain or dedicate right of way necessary for the construction of Lammers Road Landscape Improvements, at the location consistent with the adopted Precise Plan Line (Alignment) of Lammers Road. All permanent and/or temporary easement(s) for necessary for the construction, repair, operation and maintenance of Lammers Road, must be obtained by the School District, and dedicated to the City. Offers of dedication for right-of-way and/or easement documents must be filed at the San Joaquin County Recorder for recordation, prior to City Council's acceptance of the Lammers Road Landscape Improvements. As part of the final submittal of improvement plans, specifications and cost estimates, the Subdivider shall submit draft Irrevocable Offer to Dedicate Right-of-Way and/or Grant of Easement including signed and stamped legal description and map, for the dedication of right of way and/or easements required in this sub-section.

III. Improvement Security

Prior to City Council's approval of the Agreement and commencement of Work or Deferred Improvements, District shall furnish contract security in a form authorized by the Subdivision Map Act (including Government Code Sections 66499 et seq.) and Tracy Municipal Code Section 12.36.080 as follows:

- A. Faithful Performance: Security in the amount of 100% of the cost of Work or Deferred Improvements based on engineer's cost estimate approved by the City Engineer.
- B. Labor and Materials: Security in the amount of 100% of the cost of Work or deferred Improvements based on engineer's cost estimate approved by the City Engineer.
- C. Warranty: Security in the amount of 10% of the cost of Work or Deferred Improvements based on engineer's cost estimate approved by the City Engineer.

01-020408cm



BUSINESS SERVICES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: Dr. Casey Goodall, Assistant Superintendent for Business
DATE: February 1, 2008
SUBJECT: Approve the City of Tracy Deferred Improvement Agreement for Kimball High School on Lammers Road South of 11th Street

BACKGROUND: The District is in the process of obtaining approvals from all of the required agencies involved with permitting construction of Kimball High School. Originally, plans for the landscaping along the frontage of the school property on Lammers Road, was to be completed by Gateway Development, the developer of project on the opposite site of roadway. As their project has been delayed, TUSD must provide the City of Tracy with a plan to provide landscaping and the road improvements that support only the school project.

TUSD is ready to begin construction of the Kimball High School project. At this time, plans for the landscaping have not been developed by our architects and engineers, therefore staff is requesting a deferred approval.

RATIONALE: Attached is the City of Tracy's Deferred Approval Agreement, which will allow TUSD to move forward with on-site construction while preparing plans for the landscaping and road frontage improvements. Plans must be reviewed and approved by the City's Engineering staff.

FUNDING: Improvements will be funded by Developer/Mitigation Funds and the State School Building Program funds

RECOMMENDATION: Approve the City of Tracy Deferred Improvement Agreement for Kimball High School on Lammers Road South of 11th Street

Prepared by: Denise Wakefield, Director of Facilities

RECORDING REQUESTED BY:

CITY OF TRACY

WHEN RECORDED MAIL TO:

OFFICE OF THE CITY CLERK
CITY OF TRACY
325 E. TENTH STREET
TRACY, CA 95376

SPACE ABOVE THIS LINE FOR RECORDER'S INFORMATION

**CITY OF TRACY
DEFERRED IMPROVEMENT AGREEMENT
KIMBALL HIGH SCHOOL
EAST SIDE OF LAMMERS ROAD AND SOUTH OF 11TH STREET**

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

RECITALS

- A. District is the owner of certain real property located within the boundaries of the City of Tracy, more particularly described in the attached legal description and map marked as Exhibit "A" and incorporated herein by this reference (Property).
- B. District intends to develop the Property as a school site. In undertaking such improvements to the Property, District will be required to provide certain offsite improvements, the approval of which will be under the City's jurisdiction (Offsite Improvements).
- C. On _____, 2008, pursuant to Resolution 2008-____ the City Council approved an Offsite Improvement Agreement with the District, to authorize the construction of street and utilities improvements on Lammers Road as shown on the Improvement Plans and Specifications described in Recital B of the Offsite Improvement Agreement. The Offsite Improvement Agreement is attached hereto as Exhibit "B", and incorporated herein by reference.
- D. The District has requested that the performance of the improvements described in Recital C, above be deferred to a later date (hereinafter "Deferred Improvements"). The Deferred Improvements are described in Exhibit "C", attached hereto, and incorporated herein by reference.

CITY OF TRACY –DEFERRED IMPROVEMENT AGREEMENT
KIMBALL HIGH SCHOOL
EAST SIDE OF LAMMERS ROAD AND SOUTH OF 11TH STREET
PAGE 2 OF 6

- E. Section 9 of this Agreement authorizes modifications to be made to the Agreement only if the modifications are set forth in a writing signed by the District and the City.

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **SCOPE OF WORK.** The District shall perform the work required by the Conditions and Agreement in accordance with the terms and timing set forth in Exhibit "C" of this Agreement. The District shall perform, or cause to be performed, that portion of the Work described in Exhibit "C" (hereinafter "Deferred Improvements"), to the satisfaction of the City Engineer, in accordance with the terms and conditions set forth in this Agreement. The Deferred Improvements shall be performed, and all materials and labor shall be provided, at the District's expense, in the manner described in the approved improvement plans. No change shall be made to the Scope of the Deferred Improvements unless authorized in writing by the City Engineer. The District may submit a written request to the City Engineer for a change in the Scope of the Deferred Improvements, pursuant to Tracy Municipal Code section 12.36.060(f).
2. **IMPROVEMENT SECURITY.** Prior to the commencement of any Offsite Improvements, the District's contractor performing the Offsite Improvements shall be required to furnish security on behalf of the District, in a form acceptable to the City and naming the City as a covered entity in the following amounts:
 - 2.1. **Faithful Performance** security in the amount of 100% of the contracted amount to secure faithful performance of this Agreement until one year after the date on which the City verifies the Offsite Improvements as complete.
 - 2.2. **Labor and Material** security in the amount of 100% of the contracted amount to secure payment by the District's contractor to laborers and for material until one year after the date on which the City verifies the Offsite Improvements as complete.
3. **INSURANCE.** Prior to commencement of the work described in Exhibit "C", the District shall furnish evidence to the City that all of the following insurance requirements have been satisfied.
 - 3.1. **General.** The District shall, throughout the duration of this Agreement, maintain insurance to cover District, its agents, representatives, contractors, subcontractors, and employees in connection with the performance of services under this Agreement at the minimum levels set forth herein.
 - 3.2. **Commercial General Liability** (with coverage at least as broad as ISO form CG 00 01 01 96) coverage shall be maintained in an amount not less than \$3,000,000 general aggregate and \$1,000,000 per occurrence for general liability, bodily injury, personal injury, and property damage.

CITY OF TRACY –DEFERRED IMPROVEMENT AGREEMENT
KIMBALL HIGH SCHOOL
EAST SIDE OF LAMMERS ROAD AND SOUTH OF 11TH STREET
PAGE 3 OF 6

- 3.3. **Automobile Liability** (with coverage at least as broad as ISO form CA 00 01 07 97, for "any auto") coverage shall be maintained in an amount not less than \$1,000,000 per accident for bodily injury and property damage.
- 3.4. **Workers' Compensation** coverage shall be maintained as required by the State of California.
- 3.5. **Endorsements**. District shall obtain endorsements to the automobile and commercial general liability with the following provisions:
- 3.5.1. The City (including its elected and appointed officials, officers, employees, agents, and volunteers) shall be named as an additional "insured."
- 3.5.2. For any claims related to this Agreement, District's coverage shall be primary insurance with respect to the City. Any insurance maintained by the City shall be excess of the District's insurance and shall not contribute with it.
- 3.6. **Notice of Cancellation**. District shall obtain endorsements to all insurance policies by which each insurer is required to provide thirty (30) days prior written notice to the City should the policy be canceled before the expiration date. For the purpose of this notice requirement, any material change in the policy prior to the expiration shall be considered a cancellation.
- 3.7. **Authorized Insurers**. All insurance companies providing coverage to District shall be insurance organizations authorized by the Insurance Commissioner of the State of California to transact the business of insurance in the State of California.
- 3.8. **Insurance Certificate**. District shall provide evidence of compliance with the insurance requirements listed above by providing a certificate of insurance, in a form satisfactory to the City Attorney.
- 3.9. **Substitute Certificates**. No later than thirty calendar (30) days prior to the policy expiration date of any insurance policy required by this Agreement, District shall provide a substitute certificate of insurance.
- 3.10. **District's Obligation**. Maintenance of insurance by the District as specified in this Agreement shall in no way be interpreted as relieving the District of any responsibility whatsoever (including indemnity obligations under this Agreement), and the District may carry, at its own expense, such additional insurance as it deems necessary.

CITY OF TRACY –DEFERRED IMPROVEMENT AGREEMENT
KIMBALL HIGH SCHOOL
EAST SIDE OF LAMMERS ROAD AND SOUTH OF 11TH STREET
PAGE 4 OF 6

4. **TIME OF PERFORMANCE.** Time is of the essence in the performance of the Deferred Improvements, and the timing requirements set forth herein shall be strictly adhered to unless otherwise modified in writing in accordance with this Agreement. The timing requirements for the Deferred Improvements are set forth in Exhibit "C."
5. **OBLIGATIONS RUN WITH THE LAND.** All obligations and provisions of this Agreement shall run with the real property described in Exhibit "A," and shall bind the District and its respective successors and assigns.
6. **NOTICES.**
- 6.1. All notices, demands, or other communications which this Agreement contemplates or authorizes shall be in writing and shall be personally delivered or mailed to the respective party as follows:
- | | |
|---|--|
| <u>To CITY:</u>
Kuldeep Sharma
City Engineer
City of Tracy
520 Tracy Boulevard
Tracy, CA 95376 | <u>To District:</u>
Ms. Denise Wakefield
Facilities Construction Manager
Tracy Unified School District
1875 W. Lowell Avenue
Tracy, CA 95376-4095 |
|---|--|
- 6.2. Communications shall be deemed to have been given and received on the first to occur of: (1) actual receipt at the address designated above, or (2) two working days following the deposit in the United States Mail of registered or certified mail, sent to the address designated above.
7. **ASSIGNMENT AND DELEGATION.** This Agreement and any portion thereof shall not be assigned or transferred, nor shall any of the District's duties be delegated, without the written consent of the City. Any attempt to assign or delegate this Agreement without the written consent of the City shall be void and of no force and effect. Consent by the City to one assignment shall not be deemed to be consent to any subsequent assignment.
8. **INDEMNIFICATION.** District shall indemnify, defend, and hold harmless the City (including its elected officials, officers, agents, and employees) from and against any and all claims, demands, damages, liabilities, costs, and expenses (including court costs and attorney's fees) resulting from or arising out of the performance of the Work by District or District's agents, representatives, contractors, subcontractors, or employees.
9. **MODIFICATIONS.** This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by both parties.

CITY OF TRACY –DEFERRED IMPROVEMENT AGREEMENT
KIMBALL HIGH SCHOOL
EAST SIDE OF LAMMERS ROAD AND SOUTH OF 11TH STREET
PAGE 5 OF 6

10. **WAIVERS.** Waiver of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement.
11. **SEVERABILITY.** In the event, any term of this Agreement is held invalid by a court of competent jurisdiction, the Agreement shall be construed as not containing that term, and the remainder of this Agreement shall remain in full force and effect.
12. **JURISDICTION AND VENUE.** The interpretation, validity, and enforcement of the Agreement shall be governed by and construed under the laws of the State of California. Any suit, claim, or legal proceeding of any kind related to this Agreement shall be filed and heard in a court of competent jurisdiction in the County of San Joaquin.
13. **ENTIRE AGREEMENT.** This Agreement, including all documents incorporated herein by reference, comprises the entire integrated understanding between the parties concerning the improvements to be constructed for this Project. This Agreement supersedes all prior negotiations, representations, or agreements.

Intentionally Left Blank

CITY OF TRACY –DEFERRED IMPROVEMENT AGREEMENT
KIMBALL HIGH SCHOOL
EAST SIDE OF LAMMERS ROAD AND SOUTH OF 11TH STREET
PAGE 6 OF 6

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

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

CITY OF TRACY

TRACY JOINT UNIFIED SCHOOL DISTRICT

By: Brent H. Ives
Title: CITY MAYOR

By: Casey Goodall
Title: ASSISTANT SUPERINTENDENT OF
BUSINESS SERVICES

Date: _____

Date: _____

Attest:

By: Sandra Edwards
Title: CITY CLERK
Date: _____

Approved As To Form:

By: Debra E. Corbett
Title: CITY ATTORNEY
Date: _____

01-020408rp

CITY OF TRACY
DEFERRED IMPROVEMENT AGREEMENT
KIMBALL HIGH SCHOOL
EASTSIDE OF LAMMERS ROAD SOUTH OF ELEVENTH STREET

EXHIBIT "C"

Page 1 of 2

I. Work: Time for Commencement and Performance

The Work described in this Exhibit "B" (hereinafter "Deferred Improvements") shall be completed within the timelines as specified in this Exhibit "B" and the Special Conditions of Encroachment Permit No. 2008-___ attached as Exhibit "C" to this Agreement. The City shall have no obligation to construct or complete the Deferred Improvements.

II. Description of Work or Deferred Improvements

A. Lammers Road

- (1) District shall submit for City Engineer's approval, a detailed design of frontage improvements on Lammers Road along the entire length of frontage of the Project on Lammers Road and the roadway improvements including a traffic signal at the intersection of Lammers Road and North Road (hereinafter "Lammers Road Improvements"). Lammers Road Improvements shall include, but are not limited to, curb, gutter, sidewalk, asphalt concrete pavement, parkway landscaping with automatic irrigation system (Motorola), fire hydrant, storm drainage, catch basin/inlet, street light, signing, striping and all other improvements within the City right-of-way on Lammers Road that are required to serve this Project. District shall complete the design of Lammers Road Improvements including the improvement plans, specifications, and cost estimate, and the construction of Lammers Road Improvements in accordance with City Regulations, approved improvement plans and this Agreement, prior to occupancy of first building constructed within the Property.
- (2) Prior to start of construction of Lammers Road Improvements, District shall obtain encroachment permit from the City, and pay all costs associated with obtaining the encroachment permit including permit processing and inspection fees.
- (3) Prior to starting construction, District shall enter into an improvement Agreement (hereinafter "Offsite Improvement Agreement") and post necessary improvement security, to guarantee completion of Final Eleventh Street Improvements. Amount and type of improvement security shall be in accordance with Section 12.36.080 of the Tracy Municipal

CITY OF TRACY - DEFERRED IMPROVEMENT AGREEMENT
TRACY GATEWAY BUSINESS PARK – PHASE 1
SE CORNER OF ELEVENTH STREET AND LAMMERS ROAD
EXHIBIT "B"
PAGE 2 of 2

Code, the Offsite Improvement Agreement and as approved by the City Attorney. District shall pay, prior to City Council's approval of the agreement, engineering review fees such as agreement processing, plan checking and inspection fees.

- (4) District shall obtain or dedicate right of way necessary for the construction of Lammers Road Improvements, at the location consistent with the adopted Precise Plan Line (Alignment) of Lammers Road. All permanent and/or temporary easement(s) for necessary for the construction, repair, operation and maintenance of Lammers Road, must be obtained by the School District, and dedicated to the City. Offers of dedication for right-of-way and/or easement documents must be filed at the San Joaquin County Recorder for recordation, prior to City Council's acceptance of the Lammers Road Improvements. As part of the final submittal of improvement plans, specifications and cost estimates, the Subdivider shall submit draft Irrevocable Offer to Dedicate Right-of-Way and/or Grant of Easement including signed and stamped legal description and map, for the dedication of right of way and/or easements required in this subsection.

III. Improvement Security

Prior to City Council's approval of the improvement agreement and commencement of Work or Deferred Improvements, District shall furnish contract security in a form authorized by the Subdivision Map Act (including Government Code Sections 66499 et seq.) and Tracy Municipal Code Section 12.36.080 as follows:

- A. Faithful Performance: Security in the amount of 100% of the cost of Work or Deferred Improvements based on engineer's cost estimate approved by the City Engineer.
- B. Labor and Materials: Security in the amount of 100% of the cost of Work or deferred Improvements based on engineer's cost estimate approved by the City Engineer.
- C. Warranty: Security in the amount of 10% of the cost of Work or Deferred Improvements based on engineer's cost estimate approved by the City Engineer.

01-020408cm



BUSINESS SERVICES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: Dr. Casey Goodall, Associate Superintendent for Business
DATE: February 4, 2008
SUBJECT: Adopt Resolution No. 07-17; Intention of Tracy Unified School District Board of Education to Form a School Facilities Improvement District; and Accept Jurisdictional Maps for the SFID

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

Although staff is not recommending another bond measure at this time, we have started the formation of a SFID in the event the Board decides to pursue a bond measure for only those schools in the K-12 boundaries of the District.

RATIONALE: Legal council has prepared the attached resolution of the Board of Trustees of the Tracy Joint Unified School District with the intention to form a school facilities improvement district. The SFID jurisdictional maps, prepared by Muni Financial are also attached.

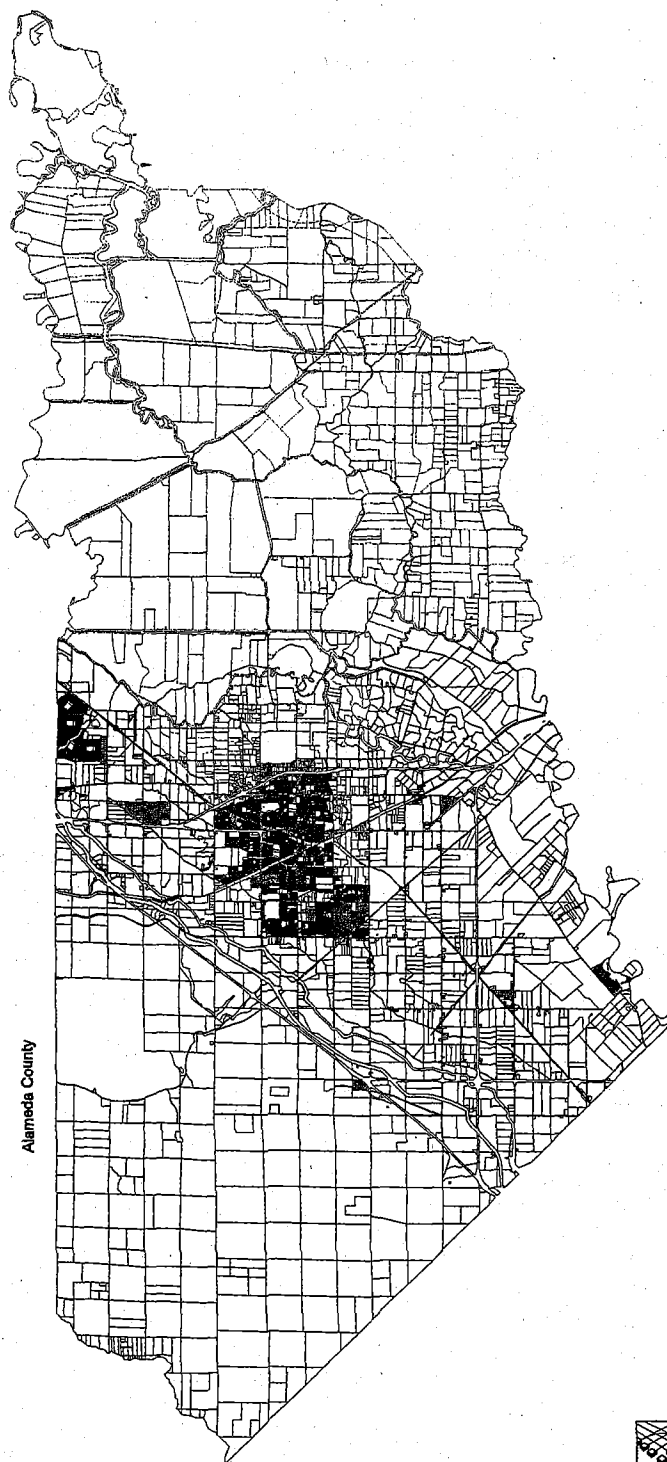
FUNDING: Funding for the SFID will come from developer fees or unrestricted facilities funds, but could be reimbursed from the proceeds of a successful bond measure.

RECOMMENDATION: Adopt Resolution No. 07-17; Intention of Tracy Unified School District Board of Education to Form a School Facilities Improvement District; and Accept Jurisdictional Maps for the SFID.

Prepared by: Denise Wakefield, Director of Facilities

TRACY UNIFIED SCHOOL DISTRICT SCHOOL FACILITIES IMPROVEMENT DISTRICT NO. 3

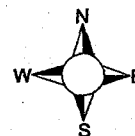
COUNTY OF SAN JOAQUIN
STATE OF CALIFORNIA



Legend



SFID NO. 3 BOUNDARIES



MuniFinancial

27308 Via Industria
Suite 110
Tulare, California 92380-3601
Phone (951) 687-3500 Fax (951) 687-3510



**TRACY JOINT UNIFIED SCHOOL DISTRICT
RESOLUTION NO. 07-17**

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE
TRACY JOINT UNIFIED SCHOOL DISTRICT OF
INTENTION TO FORM A SCHOOL FACILITIES
IMPROVEMENT DISTRICT**

WHEREAS, the Board of Trustees (the "Board") of the Tracy Joint Unified School District (the "School District"), located within the County of San Joaquin ("San Joaquin County") and the County of Alameda, desires to form a school facilities improvement district in the portion of the territory within the School District in which the elementary and high school districts have unified (the "School Facilities Improvement District") for the purpose of financing the construction, reconstruction, improvement, rehabilitation, or replacement of school facilities for K through eighth grade students served by the School District, including the furnishing and equipping of such school facilities, and the acquisition or lease of real property for such school facilities, for the benefit of the area of land proposed to be included within the School Facilities Improvement District; and

WHEREAS, the Board anticipates that it will be necessary and desirable to place a ballot measure for approval of bonds before the voters of the School District residing in the School Facilities Improvement District to finance the construction, reconstruction, improvement, rehabilitation, or replacement of school facilities for K through eighth grade students served by the School District, including the furnishing and equipping of such school facilities, and the acquisition or lease of real property for such school facilities; and

WHEREAS, Chapter 2 (the "SFID Chapter") of Part 10 of Division 1 of Title 1 of the California Education Code (the "Education Code") provides a method for (a) the formation of school facilities improvement districts consisting of a portion of the territory within a school district, (b) the conduct of bond elections within such school facilities improvement districts, and (c) the issuance of general obligation bonds by school districts for such school facilities improvement districts; and

WHEREAS, subdivision (a) of Education Code Section 15301 provides that a school district that has a community facilities district formed pursuant to the Mello-Roos Community Facilities

Act of 1982 (the "Mello-Roos Act") for the purposes of financing the construction of school facilities within a portion of the territory of the school district, may proceed under the SFID Chapter; and

WHEREAS, subdivision (b) of Education Code Section 15301 provides that the boundaries of such a school facilities improvement district shall include all of the portion of the territory within the boundaries of the school district that is not located within the boundaries of any such community facilities district; and

WHEREAS, subdivision (c) of Education Code Section 15301 provides that a school district may conduct proceedings under the SFID Chapter without meeting the requirements of subdivisions (a) and (b) of Education Code Section 15301 if the governing board of the school district determines that it is necessary and in the best interest of the school district to form a school facilities improvement district to finance school facilities and purposes authorized pursuant to Education Code Section 15100; and

WHEREAS, subdivision (c) of Education Code Section 15301 also provides that, as a part of such determination, the governing board of the school district shall make a finding that the overall cost of financing the bonds issued pursuant to Part 10 of Division 1 of Title 1 of the Education Code would be less than the overall cost of other school facilities financing options available to the school district, including, but not limited to, issuing bonds pursuant to the Mello-Roos Act; and

WHEREAS, Section 15303 of the Education Code provides that the SFID Chapter shall not be operative in a county or counties until the board of supervisors of the county in which the county superintendent of schools having jurisdiction over the school district in which the school facilities improvement district is located, and the board of supervisors of any county in which the school facilities improvement district is located, by resolution adopted by a majority vote of each affected board of supervisors, makes the SFID Chapter applicable in the county or counties; and

WHEREAS, the School District's financial advisor has advised the Board that the overall cost of financing the construction, reconstruction, improvement, rehabilitation, or replacement of school facilities for K through eighth grade students served by the School District, including the furnishing and equipping of such school facilities, and the acquisition or lease of real property for such school facilities, with bonds issued pursuant to Part 10 of Division 1 of Title 1 of the Education Code would be less than the overall cost of other school facilities financing options available to the School District, including, but not limited to, issuing bonds pursuant to the Mello-Roos Act; and

WHEREAS, the Superintendent of Schools of San Joaquin County has jurisdiction over the District and the School Facilities Improvement District is located entirely within San Joaquin County; and

WHEREAS, the Board of Supervisors of San Joaquin County by its Resolution No. R-99-538, adopted on September 21, 1999, approved the use of the SFID Chapter by school districts within San Joaquin County;

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

Section 1. All of the above recitals are true and correct.

Section 2. The Board hereby finds that the overall cost of financing the construction, reconstruction, improvement, rehabilitation, or replacement of school facilities for K through eighth grade students served by the School District, including the furnishing and equipping of such school facilities, and the acquisition or lease of real property for such school facilities, with bonds issued pursuant to Part 10 of Division 1 of Title 1 of the Education Code would be less than the overall cost of other school facilities financing options available to the School District, including, but not limited to, issuing bonds pursuant to the Mello-Roos Act.

Section 3. The Board hereby determines that it necessary and in the best interest of the School District to form the School Facilities Improvement District in order to finance school facilities and purposes authorized pursuant to Education Code Section 15100.

Section 4. The Board proposes to establish the School Facilities Improvement District under the terms of the SFID Chapter. The boundaries of the territory proposed for inclusion in the School Facilities Improvement District are described in the map (the "Boundary Map") showing the exterior boundaries of the territory proposed for inclusion in the School Facilities Improvement District on file with the Clerk of the Board, and the Boundary Map is and shall be available for inspection by the public at the offices of the School District during regular business hours.

Section 5. The name proposed for the School Facilities Improvement District is "School Facilities Improvement District No. 3 of the Tracy Joint Unified School District."

Section 6. The School Facilities Improvement District shall be formed for the purpose of conducting an election and issuing bonds of the School Facilities Improvement District in order to finance the construction, reconstruction, improvement, rehabilitation, or replacement of school facilities for K through eighth grade students served by the School District, including the furnishing and equipping of such school facilities, and the acquisition or lease of real property for such school facilities, for the benefit of the area of land proposed to be included within the School Facilities Improvement District, consistent with the requirements set forth in the SFID Chapter, as the Board may hereafter further define in a resolution calling a bond election pursuant to said law.

Section 7. The estimated cost of the school facilities, furniture and equipment, and land proposed to be financed from bonds of the School Facilities Improvement District is \$75,000,000, including costs incidental to the creation of the School Facilities Improvement District, the conduct of a bond election and the issuance of the bonds.

Section 8. The proposed bonds shall be payable from the proceeds of *ad valorem* taxes to be levied exclusively upon the lands within the School Facilities Improvement District.

Section 9. The Board hereby fixes Tuesday, March 11, 2008, at 7:00 p.m., or as soon thereafter as the Board may reach the matter, at 1875 West Lowell Avenue, Tracy, California, as

California, as the time and place when and where the Board will conduct a public hearing on the formation of the School Facilities Improvement District. All interested persons, including any persons owning lands within the School District, or in the proposed School Facilities Improvement District, are hereby notified that they may appear at the hearing and be heard on the matter of this Resolution, or any matters set forth herein.

Section 10. The Clerk of the Board is hereby authorized and directed to publish a notice of the hearing in a newspaper of general circulation published in the County, two times, the first being at least 14 days prior to the hearing and the second at least five days following the first. Said notice shall contain the information prescribed by Education Code Section 15321.

Section 11. This Resolution shall be effective from and after its date of adoption.

PASSED AND ADOPTED this day, February 12, 2008, by the following vote:

AYES:

NOES:

ABSTAIN

ABSENT:

President of the Board of Trustees
Tracy Joint Unified School District

Attest:

Clerk of the Board of Trustees

CLERK'S CERTIFICATE

I, _____, Clerk of the Board of Trustees of the Tracy Joint Unified School District, hereby certify that the foregoing is a full, true and correct copy of a resolution duly adopted at a regular meeting of said Board of Trustees duly and regularly held on February 12, 2008, of which meeting all of the members of said Board of Trustees had due notice and at which a majority thereof were present; and that at said meeting said resolution was adopted by the following vote:

AYES:

NOES:

ABSENT OR NOT VOTING:

An agenda of said meeting was posted at least 72 hours before said meeting at 1875 West Lowell Avenue, Tracy, California, a location freely accessible to members of the public, and a brief general description of said resolution appeared on said agenda.

I further certify that I have carefully compared the same with the original minutes of said meeting on file and of record in my office; that the foregoing resolution is a full, true and correct copy of the original resolution adopted at said meeting and entered in said minutes; and that said resolution has not been amended, modified or rescinded since the date of its adoption, and the same is now in full force and effect.

Dated: _____, 2008

Clerk of the Board of Trustees
Tracy Joint Unified School District



BUSINESS SERVICES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: Dr. Casey Goodall, Associate Superintendent for Business
DATE: February 1, 2008
SUBJECT: Approve and Award the Contract for the Hawley Westlake Building Modernization and Classroom Conversion

BACKGROUND: The modernization of Tracy High School was part of Measure E which was approved by voters in June 2006. Rainforth Grau Architects were selected by the District to prepare construction documents for the modernization of the entire Tracy High School campus. Based on their analysis of classrooms needed to support programs, and the desire to insure that modernization has the limited impact on the educational programs, the Hawley Westlake Building was determined to be Phase 1 of the modernization project. The Division of the State Architect (DSA) reviewed and approved the plans. A mandatory pre-bid conference was held on January 16, 2008 at which time a number of general contractors interested in providing the District with a bid had the opportunity to walk the site and tour the existing facility. There was a large turnout at the pre-bid conference as 34 contractors and/or subcontractor representatives were in attendance.

RATIONALE: Bids were received and opened on February 5, 2008. Following bid opening all submitted documents were verified and the apparent low bidder will be presented to Board approval. Board agenda preparation was due prior to the bid date thus bid results will be handed out at the Board meeting for staff's recommended approval of the confirmed low bidder.

FUNDING: This project is funded by Local Bond Funds and the State School Building Program.

RECOMMENDATION: Approve and Award the Contract for the Hawley Westlake Building Modernization and Classroom Conversion.

Prepared by: Denise Wakefield, Director of Facilities



EDUCATIONAL SERVICES MEMORANDUM

To: Jim Franco, Superintendent
From: ~~XX~~ Sheila Harrison, Assistant Superintendent of Educational Services
Date: January 21, 2008
Subject: Acknowledge Revisions to Administrative Regulation 1312.4
Williams Uniform Complaint Procedures.

Background: As part of the Categorical Program Monitoring for the district, specific board policies are reviewed by the state categorical program monitoring team. The Valenzuela Settlement mandates that the Williams Uniform Complaint Procedures be revised.

Rationale: Administrative Regulation 1312.4 Williams Uniform Complaint Procedures were revised to reflect recent mandates as a result of the Valenzuela settlement. These requirements include notifying pupils who have not passed the California High School Exit Exam by the end of grade 12 (beginning with the Class of 2006) that they are eligible for intensive instruction for up to two academic years or until they have passed both parts of the exam, whichever comes first. The complaint procedures for the Valenzuela settlement have been incorporated into the existing Williams Complaint Procedures. The revised Administrative Regulation reflects these changes as indicated by the bold text. This supports Strategic Goal #4- Continuously improve fiscal and human resources, facilities and operational processes in order to support our efforts to meet or exceed district, state and federal targets.

Funding: Not Applicable

Recommendation: Acknowledge Revisions to Administrative Regulation 1312.4 Williams Uniform Complaint Procedures.

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

WILLIAMS UNIFORM COMPLAINT PROCEDURES

A. Purpose and Scope

The district must establish policies and procedures regarding deficiencies related to instructional materials, emergency or urgent facilities conditions that pose a threat to the health and safety of students or staff, and teacher vacancy or misassignment.

B. General

The following regulation creates a "supplemental" uniform complaint procedure to investigate complaints filed pursuant to the Williams Uniform Complaint Procedures **and includes provisions regarding the Valenzuela settlement.**

C. Types of Complaints

The district shall use the following procedures to investigate and resolve complaints when the complainant alleges that any of the following has occurred: (Education Code 35186; 5 CCR 4681, 4682, 4683)

1. Textbooks and instructional materials

- a. A student, including an English learner, does not have standards-aligned textbooks or instructional materials or state- or district-adopted textbooks or other required instructional materials to use in class.
- b. A student does not have access to instructional materials to use at home or after school in order to complete required homework assignments.
- c. Textbooks or instructional materials are in poor or unusable condition, have missing pages, or are unreadable due to damage.

2. Teacher vacancy or misassignment

- a. A semester begins and a certificated teacher is not assigned to teach the class.
- b. A teacher who lacks credentials or training to teach English learners is assigned to teach a class with more than 20 percent English learner students in the class.
- c. A teacher is assigned to teach a class for which the teacher lacks subject matter competency.

Teacher vacancy means a position to which a single designated certificated employee has not been assigned at the beginning of the year for an entire year or, if the position is for a one-semester course, a position to which a single designated certificated employee has not been

WILLIAMS UNIFORM COMPLAINT PROCEDURES

assigned at the beginning of a semester for an entire semester. (Education Code 33126; 5 CCR 4600)

Beginning of the year or semester means the first day classes necessary to serve all the students enrolled are established with a single designated certificated employee assigned for the duration of the class, but not later than 20 working days after the first day students attend classes for that semester. (5 CCR 4600)

Misassignment means the placement of a certificated employee in a teaching or services position for which the employee does not hold a legally recognized certificate or credential or the placement of a certificated employee in a teaching or services position that the employee is not otherwise authorized by statute to hold. (Education Code 35186; 5 CCR 4600)

3. Facilities

a. A condition poses an emergency or urgent threat to the health or safety of students or staff.

Emergency or urgent threat means structures or systems that are in a condition that poses a threat to the health and safety of students or staff while at school, including but not limited to gas leaks; nonfunctioning heating, ventilation, fire sprinklers, or air-conditioning systems; electrical power failure; major sewer stoppage; major pest or vermin infestation; broken windows or exterior doors or gates that will not lock and that pose a security risk; abatement of hazardous materials previously undiscovered that pose an immediate threat to students or staff; or structural damage creating a hazardous or uninhabitable condition. (Education Code 17592.72)

b. A school restroom has not been cleaned, maintained, or kept open in accordance with Education Code 35292.5.

***Clean or maintained school restroom* means a school restroom has been cleaned or maintained regularly, is fully operational, or has been stocked at all times with toilet paper, soap, and paper towels or functional hand dryers. (Education Code 35292.5)**

***Open restroom* means, except as necessary for student safety or to make repairs, the school has kept all restrooms open during school hours when students are not in classes and has kept a sufficient number of restrooms open during school hours when students are in classes. (Education Code 35292.5)**

4. High school exit examination intensive instruction and services

A student, including an English learner, who has not passed the exit exam by the end of grade 12 was not provided the opportunity to receive intensive instruction and services pursuant to Education Code 37254(d)(4) and (5) after completion of grade 12 for two

WILLIAMS UNIFORM COMPLAINT PROCEDURES

consecutive academic years or until the student has passed both parts of the exam, whichever comes first. (Education Code 35186)

D. Filing of Complaint

A complaint alleging any condition(s) specified in items #1-3 above shall be filed with the principal or designee. The principal or designee shall forward a complaint about problems beyond his/her authority to the Superintendent or designee within 10 working days. (Education Code 35186; 5 CCR 4680)

A complaint alleging any deficiency specified in item #4 above shall be filed with a district official designated by the Superintendent. Such complaints may be filed at the district office or at a school site and shall be immediately forwarded to the Superintendent or designee. (Education Code 35186)

E. Investigation and Response

The principal or designee shall make all reasonable efforts to investigate any problem within his/her authority. He/she shall remedy a valid complaint within a reasonable time period not to exceed 30 working days from the date the complaint was received. (Education Code 35186; 5 CCR 4685)

Complaints may be filed anonymously. If the complainant has indicated on the complaint form that he/she would like a response to his/her complaint, the principal or designee shall report the resolution of the complaint to him/her within 45 working days of the initial filing of the complaint. If a response is requested, the response shall be made to the mailing address of the complainant indicated on the complaint. At the same time, the principal or designee shall report the same information to the Superintendent or designee. (Education Code 35186; 5 CCR 4680, 4685)

When Education Code 48985 is applicable and the complainant has requested a response, the response shall be written in English and in the primary language in which the complaint was filed. (Education Code 35186)

If a complainant is not satisfied with the resolution of the complaint, he/she may describe the complaint to the Governing Board at a regularly scheduled hearing. (Education Code 36186)

For complaints concerning a facility condition that poses an emergency or urgent threat to the health or safety of students or staff as described in item #3a above, a complainant who is not satisfied with the resolution proffered by the principal or Superintendent or designee may file an appeal to the Superintendent of Public Instruction **within 15 days of receiving the district's response. The complainant shall comply with the appeal requirements specified in 5 CCR**

WILLIAMS UNIFORM COMPLAINT PROCEDURES

4632. (Education Code 35186; 5 CCR 4687) ~~-(Education Code 35186) The complainant has the right to file the appeal with fifteen (15) days. Complainant shall comply with the appeal requirements of section 4632 of the California Code of Regulations, Title 5.~~

All complaints and written responses shall be public records. (Education Code 35186)

When appealing to the California Department of Education, the complainant must specify the reason(s) for appealing the district's decision and must include a copy of the locally filed complaint and the district's decision (Title 5, Section 4652).

F. Reports Required

The Superintendent or designee shall report summarized data on the nature and resolution of all complaints to the Board and the County Superintendent of Schools on a quarterly basis. The report shall include the number of complaints by general subject area with the number of resolved and unresolved complaints. These summaries shall be publicly reported on a quarterly basis at a regularly scheduled Board meeting. (Education Code 35186)

G. Forms and Notices ~~Used and Additional References~~

The Superintendent or designee shall ensure that the district's complaint form contains a space to indicate whether the complainant desires a response to his/her complaint and specifies the location for filing a complaint. A complainant may add as much text to explain the complaint as he/she wishes. **However, complainants need not use the district's Williams complaint form in order to file a complaint.** (Education Code 35186)

The Superintendent or designee shall ensure that a notice is posted in each classroom in each school containing the components specified in Education Code 35186. (Education Code 35186)

H. Record Retention

Permanent

I. Responsible Administration Unit

Educational Services
Site Principals

J. Approved by the Administrator of the Unit

Assistant Superintendent for Educational Services

WILLIAMS UNIFORM COMPLAINT PROCEDURES

Legal Reference:

EDUCATION CODE

- 1240 County superintendent of schools, duties
 - 17592.72 Urgent or emergency repairs, School Facility Emergency Repair Account
 - 33126 School accountability report card
 - 35186 Williams uniform complaint procedure
 - 35292.5 Restrooms, maintenance and cleanliness
 - 37254 Supplemental instruction based on failure to pass exit exam by end of grade 12
 - 48985 Notice to parents in language other than English
 - 60119 Hearing on sufficiency of instructional materials
- CODE OF REGULATIONS, TITLE 5
- 4600-4687 Uniform complaint procedures, especially:
 - 4680-4687 Williams complaints

Management Resources:

WEB SITES

- CSBA: <http://www.csba.org>
- California County Superintendents Educational Services Association: <http://www.ccesa.org>
- California Department of Education, Williams case: <http://www.cde.ca.gov/eo/ce/wc/index.asp>
- State Allocation Board, Office of Public School Construction: <http://www.opsc.dgs.ca.gov>