

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, June 26, 2007**

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

**TIME: 5:15 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: #FF06-07/195, 218, 219, 223, 225, 226, 229, 231, 232, 233, 234, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 251, 252**

**3.1.2 Application for Reinstatement: #AR06-07/58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 71, 72, 73**

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

**3.1.3 Application for Enrollment: #AFE06-07/9**

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

**3.1.4 Waiver of Expulsion: #WE06-07/18**

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

**3.2 Human Resources:**

**3.2.1 Consider Leave of Absence Requests for Certificated employees #UC-515 Pursuant to Article XX**

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

**3.2.2 Consider Leave of Absence Request for Classified Employee #UCL-101, Pursuant to Article XXIII**

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

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

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

- 3.2.4 Conference with Labor Negotiator  
Agency Negotiator: Jamie Mousalimas,  
Assistant Superintendent of Human Resources  
Employee Organization: CSEA, TEA, TSTO
- 3.2.5 Public Employee Evaluation  
Title: Superintendent

**4. Adjourn to Open Session**

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

**6. Closed Session Issues:**

- 6a** Action on Findings of Fact #FF06-07/195, 218, 219, 223, 225, 226, 229, 231, 232, 233, 234, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 251, 252  
**Action:** Motion\_\_\_; Second\_\_\_ **Vote:** Yes \_\_\_; No \_\_\_; Absent\_\_\_; Abstain\_\_\_.
- 6b** Report Out of Action Taken on Application for Reinstatement: #AR06-07/58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 71, 72, 73  
**Action:** **Vote:** Yes \_\_\_; No\_\_\_; Absent\_\_\_; Abstain\_\_\_
- 6c** Report Out of Action Taken on Application for Enrollment: #AFE06-07/9  
**Action:** **Vote:** Yes \_\_\_; No\_\_\_; Absent\_\_\_; Abstain\_\_\_
- 6d** Report out of Action Taken on Waiver of Expulsion: #WE06-07/18  
**Action:** **Vote:** Yes \_\_\_; No\_\_\_; Absent\_\_\_; Abstain\_\_\_
- 6e** Report Out of Action Taken on Consider Leave of Absence Request for Certificated employees #UC-515 Pursuant to Article XX  
**Action:** **Vote:** Yes \_\_\_; No\_\_\_; Absent\_\_\_; Abstain\_\_\_
- 6f** Report Out of Action Taken on Consider Leave of Absence Request for Classified Employee #UCL-101, Pursuant to Article XXIII  
**Action:** **Vote:** Yes \_\_\_; No\_\_\_; Absent\_\_\_; Abstain\_\_\_

**7. Approve Regular Minutes of June 12, 2007.**

**1-6**

**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** Congratulate and Recognize the West High School Sophomore Boy's Baseball Team for Winning the Tri-City Athletic League Championship for the 2006 – 2007 Season
- 9.2** Recognize Community Advisory Committee Chair
- 9.3** Recognize Classified Retirement
- 9.4** Recognize Certificated Retirement

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

This is a period in which members of the public may address the Board on any subject within the Board's jurisdiction that is not on the agenda. The Brown Act does not allow the Board to

take action or discuss items which are not on the agenda. This is because other members of the public have not been notified through the agenda that the subject of the statement would be discussed at this Board meeting.

The Board may ask for the item to be placed on a future agenda, direct the speaker to a person who can help, or provide the speaker with the correct procedure to follow to address his/her problem. All speakers have a constitutional right to free speech. As a protective measure, we would like to remind you that if you say something which might give another person the right to pursue legal recourse against you, there is a taped record of this meeting. This does not mean you cannot criticize employees of the District. However, we would suggest that you do it without using names. We would also suggest that you use the personnel complaint procedures. The board can only hear and address complaints which have been processed in line with the policy. We have copies of the policy and forms here, and staff will help you complete them.

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- 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 Concerning Tracy High Construction Projects

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- 12. PUBLIC HEARING:** None.

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

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

**13.1 Administrative & Business Services:**

- 13.1.1** Approve Payroll Reports (February, May, 2007) (Under Separate Cover)

8

- 13.1.2** Ratify Routine Expenditures and Notice of Completions Which Meet Criteria for Board Review and Approval

9-11

- 13.1.3** Accept Donations

12

**13.2 Educational Services:**

- 13.2.1** Ratify Payment to Parent for Transportation and Lodging Reimbursement

13-14

- 13.2.2** Ratify Contract with Sutter Tracy Community Hospital

15-18

- 13.2.3** Ratify Contract with Lisa Balogh, OTR for Occupational Therapy Services

19-21

- 13.2.4** Ratify Service Agreement for Luis Mejia to Provide Up to Five Sessions of Spanish for Educators Classes to Staff at Central Elementary School

22-24

- 13.2.5** Ratify Approval of Overnight Travel for the West High School Varsity and Sophomore Football Teams to Attend Fresno State Football Camp, June 21 – 24, 2007

25

- 13.2.6** Ratify Great Valley Museum Assembly at Jacobson Elementary School on May 21 and 23, 2007

26-32

- 13.2.7** Approve Funding for the Agriculture Incentive Grant for West High School 2007-2008

33-36

- 13.2.8** Approve Overnight Travel for Tracy High Cheer Teams and Coaches to Participate in the UCA Cheerleading Camp at CSU Monterey Bay, July 31 – August 3, 2007

37

- 13.2.9** Approve Overnight Travel for Tracy High Varsity Women's Water Polo Team to Attend Silver State Shootout in Reno, NV on Sept. 6-9, 2007

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| 13.2.10 Approve Overnight Travel for West High School Agriculture Department Activities for the 2007-08 School Year                                                                                                                                                                  | 39      |
| 13.2.11 Approve Overnight Travel for a Member of West High School Future Business Leaders of America Club to Attend a National Leadership Conference on June 27 – July 1, 2007                                                                                                       | 40      |
| 13.2.12 Approve Overnight Travel for West High School Dance Team to Attend Dance Camp July 6-9, 2007                                                                                                                                                                                 | 41      |
| 13.2.13 Approve West High School Pep Squad to Attend Cheer Camp at UC Santa Cruz on August 6-9, 2007                                                                                                                                                                                 | 42      |
| 13.2.14 Ratify Agreement for Special Contract Services for Napolitan Productions to Video Tape the Introduction to the Staff Development Plan for 2007-2008                                                                                                                          | 43-45   |
| 13.2.15 Approve Service Agreement for California State University Long Beach Foundation to Provide Education Walks for the 2007-2008 School Year                                                                                                                                     | 46-50   |
| 13.2.16 Approve Service Agreement for Nancy Fetzner for Coaching in Writing for Teachers at Delta Island Elementary School                                                                                                                                                           | 51-54   |
| 13.2.17 Approve Service Agreement for Tracy Mental Health Center to Provide Parenting Classes at South/West Park School                                                                                                                                                              | 55-57   |
| 13.2.18 Approve Service Agreement for Tracy Mental Health Center to Provide Counseling Services for South/West Park School Students                                                                                                                                                  | 58-60   |
| 13.2.19 Approve Service Agreement for Tracy Mental Health Center to Provide a Primary Intervention Program (PIP) for South/West Park School Students                                                                                                                                 | 61-63   |
| 13.2.20 Approve Service Agreement for Tracy Mental Health Center to Provide the Primary Intervention Program for Delta Island School Students                                                                                                                                        | 64-66   |
| 13.2.21 Approve Karen Burns and Wendy Andres as TUSD Job-Share Representatives to the SELPA Community Advisory Committee (CAC)                                                                                                                                                       | 67      |
| <b>13.3 Human Resources:</b>                                                                                                                                                                                                                                                         |         |
| 13.3.1 Approve Classified, Certificated and/or Management Employment                                                                                                                                                                                                                 | 68-71   |
| 13.3.2 Accept Resignations/Retirements/Leaves of Absence for Classified, Certificated, and/or Management Employment                                                                                                                                                                  | 72-73   |
| 13.3.3 Approve Declaration of Need for Fully Qualified Educators                                                                                                                                                                                                                     | 74-77   |
| 13.3.4 Approve Agreement with Charles Spikes, Assistant Varsity Football Coach for the 2007-2008 School Year                                                                                                                                                                         | 78      |
| <b>14. Action Items:</b> 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. |         |
| <b>14.1 Administrative &amp; Business Services:</b> None.                                                                                                                                                                                                                            |         |
| 14.1.1 Approve Memorandum of Understanding Between Tracy Unified School District and MATTHEWS LAND, INC. for the Collection of School Impact Fees                                                                                                                                    | 79-103  |
| <b>Action:</b> Motion___; Second___. <b>Vote:</b> Yes___; No___; Absent___; Abstain___.                                                                                                                                                                                              |         |
| 14.1.2 Approve Extension of Heating, Ventilation, and Air Conditioning Preventive Maintenance Program through December of 2007                                                                                                                                                       | 104     |
| <b>Action:</b> Motion___; Second___. <b>Vote:</b> Yes___; No___; Absent___; Abstain___.                                                                                                                                                                                              |         |



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| <b>14.1.3</b>  | Adopt Resolution No.06-33 Declaring the Necessity for, and Authorizing the Initiation of, Eminent Domain Proceedings to Secure Property for Kimball High School Project; Including Approval of Addendum to Previously Adopted Environmental Impact Report       | <b>105-115</b> |
| <b>Action:</b> | Motion___; Second___. <b>Vote:</b> Yes___; No___; Absent___; Abstain___.                                                                                                                                                                                        |                |
| <b>14.1.4</b>  | Approve Contract with RCS Engineering for Civil Engineering Services Related to the Off-Site Improvements Required for Kimball High School                                                                                                                      | <b>116-125</b> |
| <b>Action:</b> | Motion___; Second___. <b>Vote:</b> Yes___; No___; Absent___; Abstain___.                                                                                                                                                                                        |                |
| <b>14.1.5</b>  | Approve and Award the Contract for the Site Package for the West High School Pool and Stadium Complex to the Apparent Low Bidder (Bid Results to be Distributed at the Board Meeting)                                                                           | <b>126</b>     |
| <b>Action:</b> | Motion___; Second___. <b>Vote:</b> Yes___; No___; Absent___; Abstain___.                                                                                                                                                                                        |                |
| <b>14.1.6</b>  | Adopt Resolution No. 06-34 Authorizing the Governing Board to Delegate Powers to the Associate Superintendent of Business Services                                                                                                                              | <b>127-129</b> |
| <b>Action:</b> | Motion___; Second___. <b>Vote:</b> Yes___; No___; Absent___; Abstain___.                                                                                                                                                                                        |                |
| <b>14.1.7</b>  | Adopt Revised Board Policy 7215 and Adopt Revised Citizens' Bond Oversight Committee Bylaws to Allow Non-Voting Members to be Recognized as Voting Members and Vote in Order to Create a Quorum, When a Quorum of Voting Members is Not Present (First Reading) | <b>130-157</b> |
| <b>Action:</b> | Motion___; Second___. <b>Vote:</b> Yes___; No___; Absent___; Abstain___.                                                                                                                                                                                        |                |
| <b>14.2</b>    | <b>Educational Services:</b>                                                                                                                                                                                                                                    |                |
| <b>14.2.1</b>  | Approve the SELPA Local Education Agency (LEA) Assurances                                                                                                                                                                                                       | <b>158-187</b> |
| <b>Action:</b> | Motion___; Second___. <b>Vote:</b> Yes___; No___; Absent___; Abstain___.                                                                                                                                                                                        |                |
| <b>14.2.2</b>  | Approve 2006-2007 School Plan Addendums and Site Categorical Budgets for 2007-2008 as Part of the School Site Plans                                                                                                                                             | <b>188</b>     |
| <b>Action:</b> | Motion___; Second___. <b>Vote:</b> Yes___; No___; Absent___; Abstain___.                                                                                                                                                                                        |                |
| <b>14.2.3</b>  | Approve Resolution 06-32 Authorizing the District to Enter into a Contract with the State for a Child Development Program and to Authorize Designated Personnel to Sign Contract Documents                                                                      | <b>189-193</b> |
| <b>Action:</b> | Motion___; Second___. <b>Vote:</b> Yes___; No___; Absent___; Abstain___.                                                                                                                                                                                        |                |
| <b>14.2.4</b>  | Approve Adoption of Shining Star English Language Development (ELD) Textbooks                                                                                                                                                                                   | <b>194-195</b> |
| <b>Action:</b> | Motion___; Second___. <b>Vote:</b> Yes___; No___; Absent___; Abstain___.                                                                                                                                                                                        |                |
| <b>14.2.5</b>  | Approve the 2007-2008 Consolidated Application, Part 1, for Tracy Unified School District (Under Separate Cover)                                                                                                                                                | <b>196</b>     |
| <b>Action:</b> | Motion___; Second___. <b>Vote:</b> Yes___; No___; Absent___; Abstain___.                                                                                                                                                                                        |                |
| <b>14.2.6</b>  | Approve Career Technical Education Facilities Plan and Authorize Staff to Complete and Submit Applications to the California Department of Education for Career Technical Educational Facilities Grants as Authorized Under Assembly Bill 127                   | <b>197-221</b> |
| <b>Action:</b> | Motion___; Second___. <b>Vote:</b> Yes___; No___; Absent___; Abstain___.                                                                                                                                                                                        |                |
| <b>14.3</b>    | <b>Human Resources:</b>                                                                                                                                                                                                                                         |                |
| <b>14.3.1</b>  | Adopt Resolution No. 06-35                                                                                                                                                                                                                                      | <b>222-223</b> |
| <b>Action:</b> | Motion___; Second___. <b>Vote:</b> 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 August 14, 2007**
- 17.2 August 28, 2007**
- 17.3 September 11, 2007**
- 17.4 September 25, 2007**
- 17.5 October 9, 2007**
- 17.6 October 23, 2007**

**18. Upcoming Events:**

- |                               |                                                      |
|-------------------------------|------------------------------------------------------|
| <b>18.1 June 26, 2007</b>     | <b>Blue, Yellow, Green Track, Last Day of School</b> |
| <b>18.2 August 7, 2007</b>    | <b>BTSN: Kelly, Blue Track</b>                       |
| <b>18.3 August 13, 2007</b>   | <b>First Day of School, Traditional Calendar</b>     |
| <b>18.4 August 20, 2007</b>   | <b>Staff Welcome Back (WHS Gym)</b>                  |
| <b>18.5 September 3, 2007</b> | <b>No School, Labor Day</b>                          |
| <b>18.6 October 29, 2007</b>  | <b>No School, Parent Conferences</b>                 |

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, June 12, 2007**

- 5:30 PM:** President Crandall called the meeting to order and adjourned to closed session.
- Roll Call:** Board: G. Crandall, T. Guzman, T. Hawkins, B. Swenson, J. Vaughn.  
Absent: J. Feller, K. Lewis.  
Staff: J. Franco, J. Mousalimas, C. Goodall, S. Harrison, B. Etcheverry.
- 7:08 PM:** President Crandall called the Tracy Unified School District Board of Education to order and led those present in the Pledge of Allegiance.
- Closed Session:** **6a** Action on Findings of Fact #FF06-07/198, 201, 202, 204, 205, 207, 209, 210, 213, 217, 220, 221, 222, 224, 227, 228, 230 (as amended)  
**Action:** Swenson, Vaughn. **Vote:** Yes-5; No-0; Absent-2(Feller, Lewis)  
**6b** Report Out of Action Taken on Application for Reinstatement:  
#AR06-07/57  
**Action: Vote:** Yes-5; No-0; Absent-2(Feller, Lewis)  
**6c** Report Out of Action Taken on Application for Enrollment:  
#AFE06-07/8  
**Action: Vote:** Yes-3; No-2(Crandall, Guzman); Absent-2(Feller, Lewis)  
**6d** Report Out of Action Taken on Consider Release of Probationary  
Classified Employee #UCL-100  
**Action: Vote:** Yes-5; No-0; Absent-2(Feller, Lewis)
- Employees Present:** D. Wakefield, R. Call, L. Nelson, J. Carter, G. Borejko, R. Frame, P. Hall, E. Kimball, P. Weeks, D. Sonnenburg, L. Dopp, B. Harrold, C. Minter, N. Hopple, K. Fistolera, B. Willner, D. Wing, M. Verduzco,
- Press:** B. Brownne, E. Guitierrez
- Visitors Present:** T. & K. Stutz, G. Silva, S. Fisher, E. Leles, M. & E. Hayes, R. Escamilla, M. & S. Graham, S. Antonio, D. Cha, H. Fielsch, M. Quintana
- Minutes:** **Approve Regular Minutes of May 22, 2007.**  
**Action:** Guzman, Vaughn. **Vote:** Yes-5; No-0; Absent-2(Feller, Lewis)

**Student  
Representative  
Reports:**

None.

**Recognition &  
Presentation:**

- 9.1** Recognize and Congratulate the Tracy High School Varsity Softball Team for Capturing the San Joaquin Athletic Association League Championship for the 2006-2007 Season

Assistant Superintendent of Educational Services, Dr. Sheila Harrison, recognized the team members along with their coaches. They had a 10-0 record. Dr. Franco and Trustee Crandall presented each of them with certificates.

- 9.2** Recognize and Congratulate the West High School Boy's Tennis Team for Winning the Tri-City Athletic League Championship for the 2006-2007 Season

Assistant Superintendent of Educational Services, Dr. Sheila Harrison, Recognized the team members along with their coaches. They had an 11-0 record overall. Dr. Franco and Trustee Crandall presented each of them with certificates.

- 9.3** Recognize the Outstanding Employees of the 2006-2007 School Year

The following "Outstanding Employees of the 2006-2007 School Year" were recognized: Mauricio Verduzco, Eric Kimball and Diana Wing. Dr. Franco presented them with a plaque.

- 9.4** Recognize Certificated Retirement

Director of Food Services, Paula Weeks, was recognized for her 21 years of service. She thanked the school board for their support and hard work.

**Hearing of  
Delegations**

None.

**Information &  
Discussion Items:**

**11.1 Administrative & Business Services:**

**11.1.1** Acknowledge Report on Grounds Summer Plans

Associate Superintendent of Business Services, Dr. Casey Goodall, reviewed the summer plans for the grounds department.

**11.1.2** Acknowledge Report on Heating, Ventilation, and Air Conditioning Preventive Maintenance Program

Associate Superintendent of Business Services, Dr. Casey Goodall, reviewed a power point presentation on the program which included a review of the progress and future goals.  
Moved up Agenda Item 14.1.3.

Dr. Franco introduced Craig Saalwaechter and Gregory Silva as the newest members of the Bond Citizen's Oversight Committee.

**11.2 Educational Services:**

**11.2.1** Receive Report on the Playful Learning Adventures for Young Children (PLAY) Program and the School Readiness District Coordinator (SRDC) Program

Brandi Harrold, School Readiness Coordinator, presented a power point on the PLAY and SRDC programs which included the background and review of the past year.

**11.2.2** Receive Report on Purchase of Shining Star English Language Development (ELD) Pilot Materials at Monte Vista and Williams Middle Schools

Director of IMC, Donna Sonnenburg, reported on the purchase of the Shining Star English Language Development Pilot for Monte Vista and Williams Middle Schools.

Trustee Guzman left the meeting at 8:33 p.m.

Trustee Guzman returned to the meeting at 8:34 p.m.

**Public Hearing:**

**12.1 Administrative & Business Services:**

**12.1.1** Open Public Hearing on Item 14.1.1 Approve the 2007-08 Annual School District Budget

The hearing was opened at 8:43 p.m. No comments were made. The hearing was closed at 8:44 p.m.

**12.1.2** Open Public Hearing on the School Facilities Needs Analysis and Adoption of Alternative Developer Fees Pursuant to Government Code Section 65995.6(d)

The hearing was opened at 8:44 p.m. No comments were made. The hearing was closed at 8:45 p.m.

**Consent Items:**

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

**13.1 Administrative & Business Services:**

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

### **13.2 Educational Services:**

- 13.2.1 Approve Overnight Travel for the Tracy High Varsity and Sophomore Football Teams to Attend Fresno State University Football Team Camp in Fresno, California, on June 16-19, 2007
- 13.2.2 Approve the Funding for the Agriculture Incentive Grant and the Specialized Agriculture Incentive Grant for Tracy High School for 2007-2008 School Year
- 13.2.3 Approve All Out of State, Overnight and Out of District Travel for Tracy High FFA Teachers and Students for the 2007-2008 School Year
- 13.2.4 Ratify Master Contract and Individual Services Agreement with Reyn Franca School, NPS
- 13.2.5 Ratify Master Contract with Excelsior Youth Centers, Inc.

### **13.3 Human Resources:**

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

### **Action Items:**

### **14.1 Administrative & Business Services:**

- 14.1.1 Approve the 2007-08 Annual School District Budget (Under Separate Cover)

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

- 14.1.2 Adopt Resolution No. 06-25 Adopting the School Facilities Needs Analysis and Establishing School Facilities Fees

This item was moved up on the agenda.

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

- 14.1.3 Approve and Appoint Selected Applicants for Specified Terms on Bond Oversight Committee

This item was moved up on the agenda.

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

- 14.1.4 Approve the Memorandum of Understanding (MOU) Between the Tracy Unified School District and Tracy Learning Center Charter School

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

- 14.1.5 Approve the Facility Use Agreement for the Tracy Learning Center

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

**14.1.6** Authorize the Associate Superintendent for Business Services to Award Bid for HAZMAT Removal Plan for the 2007/2008 School Year

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

**14.1.7** Authorize the Associate Superintendent for Business Services to Award Contracts for Food and Non-Food Items for the 2007-2008 School Year

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

**14.1.8** Consider Claim No. 10-0607 TUSD

**Action:** Denied. Swenson, Guzman.

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

**14.1.9** Consider Claim No. 12-0607 TUSD

**Action:** Denied. Swenson, Guzman.

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

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

**14.2.1** Approve Service Agreement with Point Break Adolescent Resources for Counseling Services

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

**14.2.2** Approve the Three-Year Contract with the San Joaquin County Children and Families Commission (First 5 San Joaquin) for the Delta Island School Readiness Program Grant

This item was moved up on the agenda.

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

**14.2.3** Approve Amendment to Service Agreement with Tracy Mental Health Center for Counseling Services

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

**14.2.4** Approve the Two-Year Contract with the San Joaquin County Children and Families Commission (First 5 San Joaquin) for the PLAY School Readiness Block Grant (PLAY Block Grant)

This item was moved up on the agenda.

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

**14.2.5** Adopt Revised Board Policy 6146.1 High School Graduation Requirements and Standards of Proficiency (2<sup>nd</sup> Reading, Declare Intent to Adopt)

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

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

**14.3.1** Approve Student Teaching and Counseling Experience Agreement with University of San Francisco

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

**14.3.2** Approve New Job Description for Assistant Principal, Elementary (K-5)

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

#### **Board Reports:**

Trustee Guzman enjoyed the commencement and promotion ceremonies. He attended Duncan Russell, Tracy Adult School and Delta Island. There

were some very good speeches. Trustee Swenson attended the construction tech meeting on June 5<sup>th</sup>. Dale Cose and Sam Strube added a push to the group and we hope to offer classes in 08-09. He enjoyed the promotions and graduations. Jim did a great job at the retirement dinner for Dora, Rebecca and Steve. The Siberia lady was a hit and Ray Strong did a great job too. Trustee Hawkins passed. Trustee Vaughn attended the graduations for Tracy High and West High and the retirement dinner too. He had a great time and it was good to learn their history. Trustee Crandall enjoyed Poet's promotion and the graduations at the high schools. He feels the highlight of what they do is handing out diplomas. There are still more: Kelly, Freiler and North. He will not be able to attend the next board mtg.

**Superintendent  
Report:**

Dr. Franco reported that summer school started at Villalovoz, Williams and West High. Linda has done a great job working with the site administrators. His compliments to John Heerema and Linda Dopp. Ramona Soto finished her year at Delta Island and is ready to transition to South West Park as the new principal. She is currently the summer school principal at Villalovoz. Sam Strube is the summer school principal at Williams and Tammy Christiansen is the AP. Rashmi Ahuja is the principal for West High Summer School, with Troy Brown as the AP. Trustee Crandall asked if the students can site in the cafeteria on the break during summer school because it is so hot. Dr. Franco will look into it. He also attended various promotions and graduations. His compliments to the staff. There is a lot of work that goes into planning these events. Last week he held a staff management team retreat with Ruth Miller, the continuous improvement coach. We are putting together an annual plan and working on a strategic plan. They came up with 8 goals that he shared with the Board. Another idea is to get service clubs involved in bringing up attendance.

**9:48 PM  
Adjournment.**

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Tom Hawkins, Clerk

Date





# BUSINESS SERVICES MEMORANDUM

**To:** James Franco, Superintendent  
**From:**  Casey Goodall, Assistant Superintendent for Business  
**Date:** June 19, 2007

**SUBJECT:** Receive Report Concerning Tracy High Construction Projects

**Background:** Measure E passed in June of 2006 and authorized the district to, among other projects; replace the condemned building at Tracy High School with new, permanent classrooms.

**Rationale:** Bids for construction of the new building are scheduled to be received by close of business on June 28th. A progress update and proposed timeline will be presented at the board meeting.

**Funding:** N/A.

**Recommendation:** Receive Report Concerning Tracy High Construction Projects

Prepared by: Casey Goodall Associate Superintendent for Business Services



# BUSINESS SERVICES MEMORANDUM

**To:** Jim Franco Ed.D., Superintendent  
**From:** Casey Goodall, Assistant Superintendent for Business  
**Date:** June 5, 2007  
**Subject:** Approve Payroll Reports (February-May 2007)

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

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

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

**FUNDING:** N/A

**RECOMMENDATIONS:** Approve Payroll Reports

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



# BUSINESS SERVICES MEMORANDUM

**To:** James Franco, Superintendent

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

**Date:** June 15, 2007

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

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

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

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

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

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

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

Prepared by: Casey Goodall, Associate Superintendent of Business Services

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

- 
- A. Vendor: McArthur & Levin, LLP  
Site: Tracy Unified School District  
Item: Service Agreement for 07/08 Fiscal Year – Ratify  
Services: Legal Services; Special Education/Various  
Cost: \$150.00/hr. (all attorney time); Previous hourly rate \$135.00/hr  
Project Funding: Risk Management/Legal Services
- 
- B. Vendor: Kronick, Moskovitz, Tiedemann & Girard, Inc.  
Site: Tracy Unified School District  
Item: Service Agreement for 07/08 Fiscal Year – Ratify  
Services: Legal Services; General education law advice and representation, including collective bargaining, litigation, property services and developer fee services. Services will be billed on a T&M standard rate; bond counsel, complex litigation, tax services, “opinion of counsel” services and reimbursable expenses.  
Cost: \$215.00/hr. (principal attorney); Previous hourly rate \$210.00/hr  
Project Funding: Risk Management/Legal Services
- 
- C. Vendor: Scott & Nichols, Attorneys at Law  
Site: Tracy Unified School District  
Item: Service Agreement for 07/08 Fiscal Year – Ratify  
Services: Legal Services; Liability  
Cost: \$150.00/hr. - Not to Exceed \$10,000; Previous hourly rate \$150.00/hr  
Project Funding: Risk Management/Legal Services
- 
- D. Vendor: Spector, Middleton, Young & Minney, LLP  
Site: Tracy Unified School District  
Item: Service Agreement for 07/08 Fiscal Year – Ratify  
Services: Legal Services; Charter School Law/Various  
Cost: \$185.00/hr.; Previous hourly rate \$175.00/hr  
Project Funding: Risk Management/Legal Services
- 
- E. Vendor: Seyfarth, Shaw, Fairweather & Geraldson, Attorneys  
Site: Tracy Unified School District  
Item: Service Agreement for 07/08 Fiscal Year – Ratify  
Services: Legal Services; Education law, human resources and litigation advice and representation.  
Cost: \$235.00/hr. (rate to increase after Jan., 2008);  
Previous hourly rate \$235.00/hr.  
Project Funding: Risk Management/Legal Services
-

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F. Vendor: Assad Insurance Agency, Inc.  
Site: Tracy Unified School District  
Item: Property and Liability Insurance Renewal for 07/08 Fiscal Year – Ratify  
Services: Property and Liability – Liability (premises and vehicles), blanket property (buildings and contents), crime employee dishonesty, excess liability, third party administration, claims administration, Meyers Stevens (available for school time student coverage).  
Cost (Premium): \$595,587.00 (annual); FY 06/07 premium-\$465,933.00; \$129,654.00 increase.  
The renewal premium is based upon Lottery ADA of \$16,625 (increase) and property value increased to \$268,135,460.00 from \$195,824,428.00. The District retained the SIR (Self Insured Retention) of \$50,000.00/occurrence for the FY 07/08.  
Project Funding: Risk Management/Insurance

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G. Vendor: Wilson Architecture, Inc.  
Site: West High School  
Item: Agreement – Ratify  
Services: Architectural services to provide a new scoreboard at the West High School Baseball Field.  
Cost: \$3,250.00  
Project Funding: General Fund and Student Store

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**TRACY**  
UNIFIED SCHOOL DISTRICT

# BUSINESS SERVICES MEMORANDUM

**TO:** Dr. James C. Franco, Superintendent  
**FROM:** Dr. Casey Goodall, Associate Superintendent for Business  
**DATE:** June 15, 2007  
**SUBJECT:** Accept Donations

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

1. Tracy Unified School District: From: Dr. James Franco, Superintendent, Tracy Unified School District. The donation is (1) Apple IPOD, awarded to a Tracy Unified School District student during the Student Leadership Conference. The IPOD was one of many gifts donated and raffled off to participants.  
The value of the item is \$215.82.

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

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

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

**RECOMMENDATION:** Accept donations.

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



# EDUCATIONAL SERVICES MEMORANDUM

**To:** James C. Franco, Ed.D., Superintendent  
**From:** ~~James C. Franco~~ Sheila Harrison, Ed.D., Assistant Superintendent for Educational Services  
**Date:** June 15, 2007  
**Subject:** Ratify Payment to Parent for Transportation and Lodging Reimbursement

**BACKGROUND:** A student with special needs was placed at Oak Grove School in Oak Grove, California by the IEP Team. The district is responsible for reimbursing parents up to \$1700 for transportation, meals and lodging costs. Ratification is necessary because an IEP decision was made previous to the board meeting, and the parent needed to submit all receipts subsequent to travel.

**RATIONALE:** Less restrictive settings were either not appropriate or not available. Districts must offer a continuum of services, including nonpublic schools, to students with exceptional needs. Less restrictive placements have not been effective in meeting this student's needs. This placement meets Strategic Goal #2 "Create Quality Learning Environments".

**FUNDING:** Transportation, meals and lodging reimbursement were specified in the IEP not to exceed \$1700.00 for the 2006-2007 school year. The invoices for these expenses total more than \$1700.00, however, only the amount agreed upon in the IEP is to be reimbursed. Funding for Nonpublic School tuition is built into our 602 revenue base for special education. Expenditures that exceed the base funding are reimbursed at 70% from San Joaquin SELPA funds. Nonpublic tuition expenses are budgeted in account #01-6500-0-5750-1180-5800-800-2542.

**RECOMMENDATION:** Ratify Payment to Parent for Tuition and Transportation Reimbursement.

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

TO: Tracy Unified School District  
Special Education Department  
1875 W. Lowell Ave.  
Tracy, CA 95376

FOR: Steven Ewell  
1461 Baigorry Street  
Tracy, CA 95304

## **INVOICE**

Invoice #:  
Date: 6/13/2007

| DESCRIPTION                                                       | AMOUNT     |
|-------------------------------------------------------------------|------------|
| Reimburse travel expences to and from Oak Grove Institute per IEP | \$1,700.00 |

|                         |                   |
|-------------------------|-------------------|
| <b>TOTAL AMOUNT DUE</b> | <b>\$1,700.00</b> |
|-------------------------|-------------------|

PLEASE MAKE CHECK PAYABLE TO:  
Steven Ewell

SEND CHECK TO:  
Steven Ewell  
1461 Baigorry Street  
Tracy, CA 95304





# EDUCATIONAL SERVICES MEMORANDUM

**To:** Dr. James C. Franco, Superintendent  
**From:** ~~AK~~ Dr. Sheila Harrison, Assistant Superintendent for Educational Services  
**Date:** June 13, 2007  
**Subject:** Ratify Contract with Sutter Tracy Community Hospital

**BACKGROUND:** The parents of a student with autism requested both OT assessment and clinic based OT (private pay). As a result of the assessment a recommendation for twelve sessions of clinic based OT was made and consequently adopted by the IEP team. There has been some confusion regarding the contract as Tracy Sutter suggested they would generate a special contract. This did not happen in a timely fashion. At this time the service has been completed and the contract must be ratified.

**RATIONALE:** At times districts must provide services by outside providers as part of the continuum of services districts must provide to students with exceptional needs. This request supports Strategic Goal #2 "Create Quality Learning Environments."

**FUNDING:** Expenses for this contract are billed at \$125.00 per hour for 12 hour long sessions. Total contract expenses will not exceed \$1500.00 through June 30, 2007. Funding for Nonpublic School tuition is built into our 602 funding base for special education. Expenditures that exceed the base funding are reimbursed at 70% from San Joaquin SELPA funds. Nonpublic agency expenses are budgeted in account #01-6500-0-5750-1180-5800-800-2542.

**RECOMMENDATION:** Ratify Contract with Sutter Tracy Community Hospital.

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

TRACY JOINT UNIFIED SCHOOL DISTRICT  
CONTRACT YEAR 2006 - 2007

INDIVIDUAL SERVICES AGREEMENT

THIS INDIVIDUAL SERVICES AGREEMENT ("Agreement") is made and entered into by and between Tracy Unified School District, ("District"), and Sutter Tracy Community Hospital, a California nonprofit public benefit corporation ("Hospital").

This agreement is for services as follows:

Student:

Services: The Listening Program

Frequency: Twelve Sessions Only

Duration:

Rate: \$125.00 per hour.

1. NOTICES. All notices hereunder shall be in writing, delivered personally, by certified or registered mail, return receipt requested, or by overnight courier, and shall be deemed to have been duly given when delivered personally or when deposited in the United States mail, postage prepaid, or deposited with the overnight courier, addressed as follows:

If to District: Tracy Unified School District  
1875 W. Lowell Avenue  
Tracy, CA 95376  
Attn: Nancy E. Hopple

If to Hospital: Sutter Tracy Community  
Hospital  
1420 North Tracy Boulevard  
Tracy, CA 95376  
Attn: Chief Executive Officer

Copy to: Sutter Health  
1316 Celeste Drive, Suite 120  
Modesto, California 95355  
Attn: Assistant General Counsel

Or to such other persons or places as either party may from time to time designate by notice pursuant to this Paragraph.

Notices mailed to LEA shall be addressed to:

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

LEA

Nancy E. Flynn 6/12/07  
Date

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

James C. Franco Ed.D.  
Superintendent

Date

CONTRACTOR

Name

Position

**IN WITNESS WHEREOF, the parties have caused this instrument to be duly executed by their authorized representatives on these respective dates:**

**DISTRICT:**

**TRACY UNIFIED SCHOOL DISTRICT**

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**HOSPITAL:**

**SUTTER TRACY COMMUNITY HOSPITAL**

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Name: Sandy P. Williams, RN, CCRN,  
BSN, MBA  
Title: Assistant Administrator



# EDUCATIONAL SERVICES MEMORANDUM

To: Dr. James C. Franco, Superintendent  
From: ~~AK~~ Dr. Sheila Harrison, Assistant Superintendent for Educational Services  
Date: June 12, 2007,  
Subject: **Ratify Contract with Lisa Balogh, OTR for Occupational Therapy Services**

**BACKGROUND:** Special education students may require Occupational Therapy services as part of their Individual Education Plan. Occupational therapy (O.T.) helps improve fine motor coordination and sensory integration skills. Many of our special day class students currently have O.T. written into their IEPs, and several more are awaiting O.T. assessment. Lisa Balogh is a Registered, Licensed Occupational Therapist who lives in the Tracy area. The board approved a contract with Lisa Balogh for the last four school years. We would like to continue to contract with Lisa Balogh as an independent contractor. Ratification is necessary so that services specified on various IEP's can be provided in a compliant manner.

**RATIONALE:** We do not have a licensed Occupational Therapist employed in our district, so we need to provide these services through a contract arrangement. In the past, we have sent students to receive these services privately, and have paid parents to transport their students to the Occupational Therapist. Lisa Balogh will provide services to students at their school site, and provide the teachers with consultation to carry over the therapy into daily instruction. This request supports Strategic Goal # 2 "Create Quality Learning Environments."

**FUNDING:** Expenses for this contract are \$80.00 per hour for therapy and purchasing of assessment instruments. Therapy services will be no more than 90 hours per month for 12 months. Included in the contract are 13 hours of training on district specific items: SEIS and CPI. The total contract expenses will not exceed \$87,440 for the fiscal year beginning July 1 2007, and ending June 30, 2008. Special education contract expenses are funded through 602 funding for special education, budgeted in account #01-6500-0-5750-1180-5800-800-2542.

**RECOMMENDATION:** Ratify Contract with Lisa Balogh, OTR for Occupational Therapy Services

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

# TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

## AGREEMENT FOR SPECIAL CONTRACT SERVICES

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and Lisa Balogh, OTR/L 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 Occupational Therapy to students as per IEP and consultation to students with occupational therapy needs as necessary per IEP; attendance at IEP meetings and material preparation. Attend SEIS training and CPI training.

2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of (1093) **HOURS per year**, under the terms of this agreement at the following location: any and all school sites in TUSD.

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

- a. District shall pay \$ 80.00 per **HOUR**, not to exceed a total of \$87,440. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
- b. District [ ☐ ] **SHALL**; [ ☒ ] **SHALL NOT** reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the district rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$\_\_\_\_\_ for the term of this agreement.
- c. District shall make payment on a [ ☒ ] **MONTHLY PROGRESS BASIS**, [ ☐ ] **SINGLE PAYMENT UPON COMPLETION OF THE DUTIES** and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.

4. The terms of the agreement shall commence on July 1, 2007, and shall terminate on June 30, 2008.

5. This agreement may be terminated at any time during the term by either party upon thirty (30) days written notice.

6. Contractor shall contact the District's designee, Nancy E. Hopple (209) 830-3270 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.

7. The parties intend that an independent contractor relationship be created by this contract and District assumes no responsibility for workers' compensation liability. District likewise assumes no responsibility for liability for loss, damage, or injury to person(s) or property resulting from, or caused by, the contractor's activities during or relating to the performance of service under this Agreement.

Contractor agrees to hold harmless and to indemnify District for:

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

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

**AGREED:**

*Dona Balogh* OTR/L  
Consultant Signature (1)

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

6/12/07  
Date

Occupational Therapist  
Title

\_\_\_\_\_  
Address

Tracy CA 95376

\_\_\_\_\_  
City, State, Zip

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

01-6500-0-5750-1110-5800-800-2542  
Account Number to be Charged

*[Signature]* 6/12/07  
Department/Site Approval

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

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

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

- (1) Whenever organizational names are used, the authorized signature must include title, such as president.
- (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. Jim Franco, Superintendent  
**FROM:** ~~AK~~ Dr. Sheila Harrison, Assistant Superintendent of Educational Services  
**DATE:** June 15, 2007  
**SUBJECT:** Ratify Service Agreement for Luis Mejia to Provide Up to Five Sessions of Spanish for Educators Classes to Staff at Central Elementary School

**BACKGROUND:** Teachers at Central School need to be able to communicate with all students. They have the opportunity to speak to their student's parents, however at times this proves to be a difficult task due to the language barriers. Luis Mejia has a Master's degree and does community presentations frequently. He will focus on key expressions for teachers and classroom vocabulary. Through interactive lecture the teachers will be able to understand and speak basic Spanish words and phrases specifically for educators. This agenda items needs to be ratified as there was a miscommunication in the school office and the services were completed before the contract had been approved by the Board of Trustees.

**RATIONALE:** Central is a Title I School whose population is sixty-three percent Hispanic and of that sixty three percent forty-one percent's home language is Spanish. These sessions will give our teachers the opportunity to learn the basics of the Spanish language so that they will be able to converse with our parents and students. The Central Elementary School Staff work hard to build a strong relationship with our students and want to continue to build the same relationship with our parents. This in service supports Strategic Goal # 7, Develop Powerful Educational Leaders.

**FUNDING:** The total cost for the sessions will be a flat rate of \$750.00 in which Central's EIA Funding will cover the cost of the classes.

**RECOMMENDATION:** Ratify Service Agreement for Luis Mejia to Provide Up to Five Sessions of Spanish for Educators Classes to Staff at Central Elementary School.

**Prepared by:** Nancy Link, Principal, Central Elementary School.



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

**AGREEMENT FOR SPECIAL CONTRACT SERVICES**

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

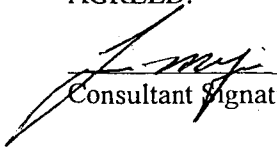
1. Contractor shall perform the following duties: Provide up to 5 sessions of Spanish for Educators Classes to staff at Central Elementary School.
2. Contractor will provide the above service(s) as outlined in Paragraph 1, for a period of up to a total of five (5) sessions under the terms of this agreement at the following location: Central 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 \$ 750.00 FLAT RATE (circle one), not to exceed a total of \$ 750.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
  - b. District [ ] SHALL; [ X ] SHALL NOT reimburse Contractor for out of pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the district. Reimbursement of expenses shall not exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ n/a for the term of the agreement.
  - c. District shall make payment on a [ ] MONTHLY PROGRESS BASIS, [ X ] SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by the District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.
4. The term of the agreement shall commence on March 15, 2007 and shall terminate on June 1, 2007.
5. This agreement may be terminated at any time during the term by either party upon thirty (30) days written notice.
6. Contractor shall contact the District's designee, Nancy Morgan Link at (209) 831-5300 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.
7. The parties intend that an independent contractor relationship be created by this contract and District assumes no responsibility for workers' compensation liability. District likewise assumes no responsibility for liability of loss, damage or injury to person(s) or property resulting from, or caused by, contractor's services during or relating to the performance of service under this Agreement.

Contractor agrees to hold harmless and to indemnify District for:

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

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

AGREED:

  
\_\_\_\_\_  
Consultant Signature (1) (Luis Mejia)

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

4/4/2007

\_\_\_\_\_  
Date

Instructor

\_\_\_\_\_  
Title

\_\_\_\_\_  
Address

\_\_\_\_\_  
Modesto, Ca. 95355

Nancy Morgan Link

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

April 4, 2007

\_\_\_\_\_  
Date

Principal

\_\_\_\_\_  
Title

01-7090-0-1110-1000-5800-130-3104

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

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

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

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

Send all copies to the Business Office:

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



# EDUCATIONAL SERVICES MEMORANDUM

---

**TO:** Dr. James Franco, Superintendent  
**FROM:** ~~Dr. James Franco~~ Dr. Sheila Harrison, Assistant Superintendent of Educational Services  
**DATE:** June 7, 2007  
**SUBJECT:** Ratify Approval of Overnight Travel for the West High School Varsity and Sophomore Football Teams to Attend Fresno State Football Camp, June 21 – June 24, 2007

**BACKGROUND:** The 2007-08 football players will attend this annual football camp to enrich their skills on the playing field and develop a sense of team work. They will stay on Fresno State campus in the dorms and receive individual coaching from the Fresno State coaching staff. The 90 students attending will be chaperoned by 8 football coaches from West High. They will travel by T.U.S.D buses to Fresno State and picked up by their parents for the return trip. This is a great opportunity to expose our students to a four year college environment. This agenda item needs to be ratified due to a miscommunication at the site regarding submitting the agenda item for approval.

**RATIONALE:** This is an important opportunity to create team unity for the players, as they will be competing against some of the best teams in California. They will develop confidence in their own abilities as well as their teammates. This activity aligns with Strategic Goal #4, Developing the Whole Student.

**FUNDING:** The cost will be \$310.00 per player. This includes room and meals at Fresno State and transportation. The players have been asked to contribute \$210.00 and the team has held fundraisers to pay the balance.

**RECOMMENDATION:** Ratify Approval of Overnight Travel for the West High School Varsity and Sophomore Football Teams to Attend Fresno State Football Camp, June 21 – 24, 2007

**PREPARED BY:** Herman Calad, Principal - West High School



# EDUCATIONAL SERVICES MEMORANDUM

---

**TO:** Dr. James Franco, Superintendent  
**FROM:** ~~Dr.~~ Sheila Harrison, Assistant Superintendent of Educational Services  
**DATE:** May 23, 2007  
**SUBJECT:** Ratify Great Valley Museum Assembly at Jacobson Elementary School on May 21 and 23, 2007.

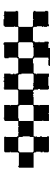
**BACKGROUND:** The Great Valley Museum is a non-profit foundation dedicated to providing science and natural history information to students through classes, programs and exhibits. The Great Valley Museum has been teaching students to care for animals and living things for over 24 years. The Great Valley Museum Program is facilitated and coordinated by Modesto Junior College. Students will learn about various birds, amphibians and reptiles through this assembly. This agenda needs to be ratified as there was a delay in processing the approval of an assembly that includes animals which needed careful review and verification of insurance.

**RATIONALE:** The Great Valley Museum will conduct an assembly for all second grade students about birds, amphibians and reptiles. Two assemblies are scheduled on May 21<sup>st</sup> and May 23<sup>rd</sup>. This supports Strategic Goal #2, Quality Learning

**FUNDING:** The funding for this assembly is \$475 to be paid for by the Jacobson School Parent Association.

**RECOMMENDATION:** Ratify Great Valley Museum Assembly at Jacobson Elementary School on May 21 and 23, 2007.

**Prepared by:** Cindy Sasser, Principal of Jacobson Elementary School

**TRACY UNIFIED SCHOOL DISTRICT**

315 East Eleventh Street, Tracy, California 95376-4095

**AGREEMENT FOR SPECIAL CONTRACT SERVICES**

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and Great Valley Museum, Party Animals, 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: 1) Perform two assemblies to provide hands-on activities.

2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of four 1/2 ( hours ) **HOURS/DAY(s)** (circle one), under the terms of this agreement at the following location Jacobson Elementary School 1750 W. Kavanagh Tracy, CA 95376. Assemblies at 8:30, 10:00, and 12:25 p.m. and on May 21 and 23, 2007.

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

- a. District shall pay **\$475.00** per **FLAT RATE** not to exceed a total of **\$475.00**. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement
- b. District ☒ **SHALL**; ☐ **SHALL NOT** reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the district rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ 25 x 2 = \$50 for the term of this agreement.
- c. District shall make payment on a ☐ **MONTHLY PROGRESS BASIS**, ☒ **SINGLE PAYMENT UPON COMPLETION OF THE DUTIES** and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.

4. The term of the agreement shall commence on March 15, 2007 and shall terminate on May 23, 2007.

5. This agreement may be terminated at any time during the term by either party upon 30 (30) days written notice.

6. Contractor shall contact the District's designee, Cindy Sasser at (209) 830-3315 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.

FROM :

FAX NO. : 2098303316

Jun. 05 2007 02:49PM P2

FROM :

FAX NO. : 2098303316

Mar. 15 2007 12:32PM P3

**Agreement for Special Contract Services - Page 2**

7. The parties intend that an independent contractor relationship be created by this contract and District assumes no responsibility for workers' compensation liability. District likewise assumes no responsibility for liability for loss, damage, or injury to person(s) or property resulting from, or caused by, contractor's activities during or relating to the performance of service under this Agreement.

Contractor agrees to hold harmless and to indemnify District for:

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

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

**AGREED:**

Mary Kay Reid / R. Scott By D. Webb  
Consultant Signature (1) Great Valley Museum of Nat. History

IRS # 77-0085880  
Social Security Number (2)

3/20/07  
Date

Great Valley Museum  
Title  
1100 Stoddard Ave.  
Address  
Modesto, CA 95350

Cindy Sasser  
Tracy Unified School District  
Cindy Sasser

3/15/07  
Date

Principal Jacobson Elementary School  
Title

JSPA  
Account Number to be Charged

Department/Site Approval

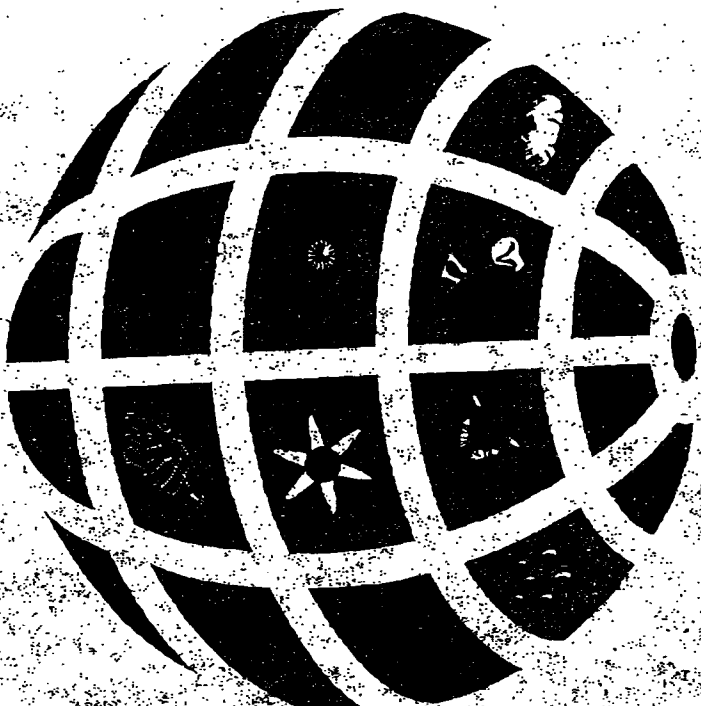
Budget Approval

Date Approved by the Board

Send all copies to the Business Office:

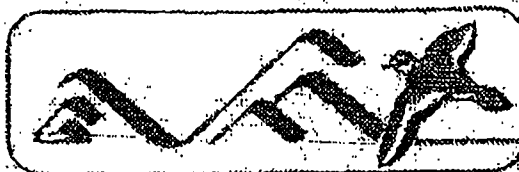
- (1) Whenever organizational names are used, the authorized signature must include title, such as president.
- (2) Whenever organizational names are used, the employer IRS Identification Number must be used instead of a Social Security Number.

**GREAT VALLEY MUSEUM  
OF NATURAL HISTORY  
AT MODESTO JUNIOR COLLEGE**



**2006-2007**

**EDUCATION  
RESOURCE GUIDE**



**Dear Educator,**

Here are your copies of the 2006-2007 GREAT VALLEY MUSEUM OF NATURAL HISTORY Education Resource Guide, which describes in detail the programs and resources we offer.

The Great Valley Museum has long assisted classroom teachers in bringing science and nature to their students through both our tours at the Museum and our Travelling Teacher Programs which we bring to your classroom, area parks and other educational sites.

Be sure to look for the new Traveling Teacher programs being offered this year, in both the physical and natural sciences. We also have an exciting new Travelling Teacher/Tour combination package. Our Professional Development opportunities this year, include some new offerings and others back by popular demand.

Thanks to the Modesto Irrigation District's (MID) continued support of our education outreach, we will once again be offering FREE Teacher Workshops on Educating about Energy and Traveling Teacher programs for 4th and 6th grades at schools within the MID service area.

Finally, after 6 years of maintaining our fees, we have implemented a program and mileage rate increase to help cover the costs of our Traveling Teacher programs and travel outside of Modesto.

Along with our dedicated staff of Docents and Traveling Teachers, we are here to help you address California State Science Standards while exposing your students to the wonderful world of science and nature. If there are any questions, please contact us!

*Meg Gonzalez*  
Program Coordinator  
Outreach Education

*Molly Flemate*  
Program Coordinator  
Onsite Education



# TRAVELING TEACHER PROGRAMS - Animals

## HUMAN DIGESTION (4 - 8)

Learn the structure and function of the digestive system using common household items. Students will conduct hands-on experiments to observe chemical processes of starch digestion. Addresses Life Science and Investigation Standards grade 5. 2 hours. \$145/\$175



## OCEANS (1 - 8)

The ocean is a rich and fascinating ecosystem. This program explores different ocean habitats and the flora and fauna that live there. Lots of specimens for students to see and touch. Addresses Life Science Standards grades 1-4. \$70/\$85

## SQUID DISSECTION (3 - 8)

Squid are one of the most fascinating invertebrates living in the ocean. Learn about what they eat, how they move around in the water, and what they do to defend themselves. Students will get to dissect real squid! (1 per 2 students). Additional fee covers extra time (90 minutes) and materials. Addresses Life Science Standards for 3-4; Investigation grades 3-4, 6. \$120/\$145



## INSECTS (2 - 6)



A look at the fascinating micro world of insects. Learn about the life cycles, distinguishing characteristics, and safe insect control. Addresses Life Science Standards grades 2-4, Ecology grade 6.

## OWL PELLETS (3 - 8)

Learn about owls and predator-prey relationships. Owls can't digest the fur and bones of their prey; they form pellets which are expelled from their mouth. Students dissect and identify the bones of their prey. Provided will be owl pellets (1 per 2 students) and bone identification charts. Higher fee covers cost of pellets. Addresses Life Science Standards grades 3-4; Investigation standards grade 3. \$100/\$115



## PARTY ANIMALS (K - 5)

This program focuses on the fascinating behavior of animals. There is less emphasis on education and more on fun with this presentation, so this is a great choice to reward your class or to end the school year! Addresses Life Science Standards grades K, 1, 3. \$70/\$85

# GENERAL INFORMATION

The Great Valley Museum of Natural History at Modesto Junior College offers valley ecosystem displays, a California Natives exhibit, a California topographic map, special exhibits, a live animal vivarium, the Discovery Room full of hands-on materials, the *Your Backyard* exhibit, and the Great Animal Hall with mammals from around the world. The Museum also offers a wide variety of educational, fun activities and materials for children and adults including:

- Free Lectures
- Resource Units
- Field Trips
- Science on Saturday classes
- Summer Science classes
- The Nature Shop
- Astronomy Open Houses
- Special Exhibits
- Tours
- Traveling Teacher Programs
- Birthday Programs
- Fog Fete at Caswell State Park
- Open Houses
- Teacher Workshops

## HOURS

### Office

Tuesday - Friday  
9:00 am - 4:30 pm

### Nature Shop

Tuesday - Friday  
9:00 am - 4:30 pm

### Saturday

10:00 am - 4:00 pm

### Exhibits

#### Group Reservations:

Tuesday - Friday  
9 am - 3 pm

#### Open to the Public:

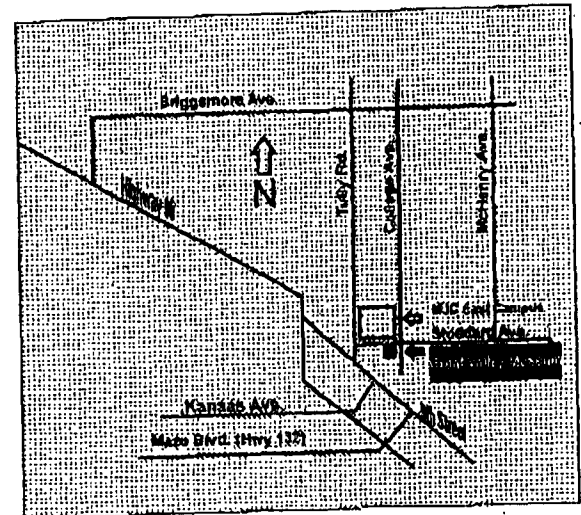
- Tuesday - Friday  
12 noon - 4:30 pm  
- Saturday  
10:00 am - 4:00 pm

#### Summer hours:

Wednesday - Saturday  
10:00 am - 4:00 pm

### Admission

Individual - \$1.00  
Family - \$3.00  
6 yrs & under—Free  
Members—Free



**ADDRESS:** 1100 Stoddard Ave.  
Modesto, CA 95350-5818

**PHONE:** (209) 575-6196

**FAX:** (209) 549-7039

### Web Page Address

<http://mjc.yosemite.cc.ca.us/greatValley/>



# EDUCATIONAL SERVICES MEMORANDUM

---

**TO:** Dr. Jim Franco, Superintendent  
**FROM:** *JS* Dr. Sheila Harrison, Assistant Superintendent of Educational Services  
**DATE:** June 15, 2007  
**RE:** **Approve Funding for the Agriculture Incentive Grant for West High School 2007-2008**

**Background:** The State Department of Education requires that school districts submit an application in order to receive funding for the Agriculture Incentive Grant and that this application be approved by the local school board.

**Rationale:** The Grant provides additional money for materials, travel and equipment for students and teachers. By accepting these funds, the District agrees to supplement the Agriculture program by an in-kind match of the funds in the amount of \$10,484. This supports Strategic Goal #2, Quality Learning Environment.

**Funding:** The grant will provide \$10,484 and the District is responsible to supply in-kind matching funds.

**Recommendation:** Approve Funding for the Agriculture Incentive Grant for West High School 2007-2008

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

**AGRICULTURAL VOCATIONAL EDUCATION INCENTIVE GRANT  
2007-2008 APPLICATION FOR FUNDING**

(Due Date: To be received in Regional Supervisor's Office by June 30, 2007)

**DATES OF PROJECT DURATION - JULY 1, 2007 TO JUNE 30, 2008**

Merrill F. West High School

(School Site)

Tracy Unified School District

(District)

**Certification:** I hereby certify that all applicable state and federal rules and regulations will be observed; that to the best of my knowledge, the information contained in this application is correct and complete; and that the attached assurances are accepted as the basic conditions in the operations in this project/program for local participation and assistance.

*Sheila Harrison*

Signature of Authorized Agent

Assistant Superintendent

Title

*Sherman Calvo*

Signature of Principal

Signature of Agriculture Teacher  
Responsible for the Program

Contact Phone Number 209-831-5430 Ext. 3412

Date of Approval of Local Agency Board: \_\_\_\_\_

Funds Requested - Part I

\$4,500.00

Part II

\$1,984.00

Part III

\$0.00

Part IV

\$4,000.00

Part V

\$0.00

Total

\$10,484.00

Number of Different Agriculture Teachers at Site: \_\_\_\_\_

2

**PART I - QUALITY CRITERIA 1-9 (REQUIRED) ALLOCATION**

| Quality Criteria                                | Will Meet<br>Criteria | Variance<br>Requested |
|-------------------------------------------------|-----------------------|-----------------------|
| 1. Curriculum and Instruction                   | <u>Yes</u>            | <u>          </u>     |
| 2. Leadership and Citizenship Development       | <u>Yes</u>            | <u>          </u>     |
| 3. Practical Application of Occupational Skills | <u>Yes</u>            | <u>          </u>     |
| 4. Qualified and Competent Personnel            | <u>Yes</u>            | <u>          </u>     |
| 5. Facilities, Equipment, and Materials         | <u>Yes</u>            | <u>          </u>     |
| 6. Community, Business and Industry Involvement | <u>Yes</u>            | <u>          </u>     |
| 7. Career Guidance                              | <u>Yes</u>            | <u>          </u>     |
| 8. Program Promotion                            | <u>Yes</u>            | <u>          </u>     |
| 9. Program Accountability and Planning          | <u>Yes</u>            | <u>          </u>     |

**Formal Variance Request must be included if requesting a variance.** A variance is a proposed plan for bringing the program into compliance with required quality criteria. Variances should result in compliance prior to the following years application. All variances must be approved with the application. Non-compliance with the terms of the approved variance will result in a loss of funds.

**PART I - CONTINUED**

Departmental Allocation: Meeting the criteria in PART I makes the program eligible for the following amounts based on the number of teachers in the program.

| Total Number of Teachers | Amount Eligible | Amount Requested |
|--------------------------|-----------------|------------------|
| One Teacher or Less      | \$4,000         |                  |
| Two Teachers             | \$4,500         | \$4,500.00       |
| Three Teachers or More   | \$5,000         |                  |

**PART II - PROGRAM ENROLLMENT ALLOCATION**

| Total Number of Students                | 2006-07 R2 Number | Amount Requested |
|-----------------------------------------|-------------------|------------------|
| List Number from R2 Report (\$8/Member) | 248               | \$1,984.00       |

**PART III - SAE AND RETENTION ALLOCATION**

|                                                                                                                                                                   |    |       |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------|----|-------|
| Number of State Degrees in 2007                                                                                                                                   | 0  |       |
| Percent of Students (R2) Receiving State Degree                                                                                                                   | 0% |       |
| SAE/Retention Standard Funds - If percentage of State Degree recipients is 5% or greater then you are eligible for \$200 per degree awarded. Maximum of \$10,000. |    | FALSE |

**PART IV - QUALITY CRITERIA 10-11 (OPTIONAL) ALLOCATION**

Schools which qualify for a Departmental Allocation may apply for additional amounts for each specific Quality Criteria (10 and 11) met.

- \* Amounts requested in Quality Criteria 10 will be the indicated amount for that criteria, multiplied by the full-time equivalent (FTE). To count a Prep Period, the teacher must be teaching Career Technical Education courses in Agriculture for 50% or more of their teaching periods.
- \* Amounts requested in Quality Criteria 11A will be the indicated amount for each teacher who was compensated a minimum of \$2,000 for year round employment.
- \* Amounts requested in Quality Criteria 11B will be the indicated amount for each teacher who is provided a Project Supervision Period. Project periods will be counted if the teacher has a preparation period as part of the regular teaching day.

Number of FTE Agriculture Teachers at Site:

2

List the Names of the Agriculture Teachers:

|                |   |
|----------------|---|
| Marlene Hepner | 4 |
| To Be Hired    | 5 |
| 3              | 6 |

|                                                           | Number Meeting Criteria | Amount Requested |
|-----------------------------------------------------------|-------------------------|------------------|
| Criteria 10 - Student/Teacher Ratio (\$2000/FTE)          | 0                       | \$0.00           |
| Criteria 11 - Year Round Employment (\$2000/Teacher)      | 2                       | \$4,000.00       |
| Criteria 11 - Project Supervision Period (\$2000/Teacher) | 0                       | \$0.00           |

**TOTAL FUNDS REQUESTED PART IV**

**\$4,000.00**

**PART V - QUALITY CRITERIA 12 (OPTIONAL) ALLOCATION**

Quality Criteria 12 form is attached and all criteria has been met. If the answer is yes, list \$3,000 (funds requesting) in space to the right.

no

## PART VI - FINANCIAL SCHEDULE

### Part A

| Line | Acct. No. | Classification                                                                                                                                                 | A<br>Description of Item for which funds will be | B<br>Incentive Grant Funds | C<br>Matching Funds |
|------|-----------|----------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------|----------------------------|---------------------|
| 1    | 4000      | Books & Supplies                                                                                                                                               |                                                  | 6,484.00                   | 6,484.00            |
| 2    |           |                                                                                                                                                                | Subtotal for 4000                                | <b>\$6,484.00</b>          | <b>\$6,484.00</b>   |
| 3    | 5000      | Services and other Operating Expenses such as Personal Services of Consultants, Staff Travel, and Conference; Rentals, leases, and Repairs; Bus Transportation | 1 Transportation                                 | 1,000.00                   | 1,000.00            |
| 4    |           |                                                                                                                                                                | 2 Conference/Retreat                             | 2,000.00                   | 2,000.00            |
| 5    |           |                                                                                                                                                                | 3                                                |                            |                     |
| 6    |           |                                                                                                                                                                | 4                                                |                            |                     |
| 7    |           |                                                                                                                                                                | 5                                                |                            |                     |
| 8    |           |                                                                                                                                                                | 6                                                |                            |                     |
| 8    |           |                                                                                                                                                                | Subtotal for 5000                                | <b>\$3,000.00</b>          | <b>\$3,000.00</b>   |
| 9    | 6000      | Capital Outlay includes sites and improvements of sites; buildings, and improvement of buildings, equipment; equipment; replacement                            | 1 Computer                                       | 1,000.00                   | 1,000.00            |
| 10   |           |                                                                                                                                                                | 2                                                |                            |                     |
| 11   |           |                                                                                                                                                                | 3                                                |                            |                     |
| 12   |           |                                                                                                                                                                | 4                                                |                            |                     |
| 13   |           |                                                                                                                                                                | 5                                                |                            |                     |
| 13   |           |                                                                                                                                                                | Subtotal for 6000                                | <b>\$1,000.00</b>          | <b>\$1,000.00</b>   |
| 14   |           |                                                                                                                                                                | Total for 4000- 6000 Lines 2,8,13                | <b>\$10,484.00</b>         | <b>\$10,484.00</b>  |

TOTAL 2007-2008 Incentive Grant Allocation:

**\$10,484.00**

Part B - Complete this portion if a waiver of the matching requirement was granted.

| Line | Acct No. | Classification | A<br>Description of Item for which funds were expended  | B<br>Incentive Grant Funds | C<br>Amount of Salary and Benefits |
|------|----------|----------------|---------------------------------------------------------|----------------------------|------------------------------------|
| 15   | 1000     | Salaries       | Teacher's <u>summer service</u> salaries                |                            |                                    |
| 16   | 1000     | Salaries       | Teachers salaries for <u>project supervision period</u> |                            |                                    |
| 17   | 3000     | Benefits       | Benefits for the Above Items (1000)                     |                            |                                    |
| 18   |          |                | TOTAL                                                   |                            | <b>\$0.00</b>                      |



# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Jim Franco, Superintendent  
**FROM:** *JS* Dr. Sheila Harrison, Assistant Superintendent of Educational Services  
**DATE:** June 15, 2007  
**RE:** **Approve Overnight Travel for Tracy High School Cheer Teams and Coaches to Participate in the UCA Cheerleading Camp at CSU Monterey Bay, July 31-August 3, 2007**

**Background:** The Tracy High School Cheer Teams would like to attend UCA Cheerleading Camp at CSU Monterey Bay, July 31-August 3, 2007. Forty five (45) students, one coach, one assistant coach, and four parent volunteers will attend this event. The team will be staying in the dormitories at CSU Monterey Bay. The teams, coaches and parent volunteers will be transported by district cleared parent drivers. Supervision will be provided by the coaches, parent volunteers, and staff at the UC camp.

**Rationale:** The teams are working very hard to improve team bonding and prepare materials for the upcoming football, basketball, wrestling, and competition seasons to participate in this event. It will give the teams a great opportunity to represent Tracy at the camp. This supports Strategic Goals #4, Developing the Whole Student and Strategic Goal #5, Citizenship.

**Funding:** The cost per member is \$305 which includes registration, room and board, and transportation. All other funding for this trip will be paid through a combination of fundraising opportunities and personal funding. Combined costs will not exceed \$13,725.

**Recommendation:** Approve Overnight Travel for Tracy High School Cheer Teams and Coaches to participate in the UCA Cheerleading Camp at CSU Monterey Bay, July 31-August 3, 2007

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



# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. James Franco, Superintendent  
**FROM:** ~~XX~~ Dr. Sheila Harrison, Assistant Superintendent of Educational Services  
**DATE:** June 1, 2007  
**SUBJECT:** Approve Overnight Travel for Tracy High Women's Varsity Water Polo Team to Attend Silver State Shootout in Reno, NV on September 6-9, 2007

**BACKGROUND:** Sixteen members of the Tracy High Women's Varsity Water Polo Team will participate in the Silver State Shootout in Reno, Nevada. Coach Keith Britt and five (5) parents will transport athletes and chaperone the trip. Travel is by private vehicle, with all drivers district approved. They will stay at Circus Circus Hotel in Reno. The Silver State Shootout is one of the best tournaments for Varsity High School athletes on the west coast. The games will take place at the Idlewild Pool Complex which features an Olympic size pool.

**RATIONALE:** This experience provides the participating athletes with a valuable opportunity to build on teamwork, enhance team chemistry and a chance to compete with other student athletes outside of their geographical area. This aligns with Strategic Goal #4; Developing the Whole Student.

**FUNDING:** The tournament fee of \$250 will be paid out of the Water Polo budget. Expenses for traveling are expected to be \$150 per participating athlete for the four day event. Fundraisers and donations will be on going to off set this cost for the athletes.

**RECOMMENDATION:** Approve Overnight Travel for Tracy High Women's Varsity Water Polo Team to Attend Silver State Shootout in Reno, NV on September 6-9, 2007

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





# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. James Franco Superintendent  
**FROM:** ~~JK~~ Dr. Sheila Harrison Assistant Superintendent Educational Services  
**DATE:** ~~JK~~ June 4, 2007  
**RE:** **Approve Overnight Travel for West High School Agriculture Department Activities for the 2007-08 School Year**

**Background:** West High School Agriculture Advisor Marlene Hepner, and from 4 to 6 students would like to participate in the following events throughout the year as a part of the scheduled activities for the agricultural department.

|                     |                                   |          |
|---------------------|-----------------------------------|----------|
| September 28, 2007  | Kid In A Box – McHenry House      | Tracy    |
| October 6-7, 2007   | Central Region Officer Conference | Modesto  |
| January 11-12, 2008 | Made for Excellence Conference    | Modesto  |
| March 7-8, 2008     | CSU-Chico FFA Field Day           | Chico    |
| April 18-22, 2008   | State FFA Leadership Conference   | Fresno   |
| May 2-4, 2008       | State FFA Contest Finals          | San Luis |
| May 17 – 18, 2008   | Relay for Life                    | Tracy    |
| June 3-5, 2008      | Chapter Officer Camping Retreat   | Ione     |

Each activity is a benefit to the student to develop leadership ability and officer experience.

**Rationale:** This is an opportunity for the elected FFA officers from all 58 regional schools to meet and gain leadership skills from state officers and staff to facilitate the successful promotion of chapter programs, and provide resources for the school year. These programs will help build each student's sense of confidence, responsibility and leadership. This supports strategic goal #4 – Developing the Whole Student.

**Funding:** The cost for the Made for Excellence and State Finals Conferences will be \$100.00 per person for 4 students and advisor. The cost for the State Leadership Conference will be \$200.00 per person for 6 students and advisor. The meals are the students' responsibility. The transportation will be in a school van. All funding for the trip will be paid for through the FFA ASB account and the Agriculture Incentive Grant.

**Recommendation:** Approve Overnight Travel for West High School Agriculture Department Activities for the 2007-08 School Year

**Prepared by:** Herman Calad, Principal West High School



# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. James Franco, Superintendent  
**FROM:** ~~JA~~ Dr. Sheila Harrison, Assistant Superintendent of Educational Services  
**DATE:** June 6, 2007  
**SUBJECT:** **Approve Overnight Travel for a Member of West High School Future Business Leaders of America Club to Attend a National Leadership Conference on June 27– July 1, 2007.**

**BACKGROUND:** This National Leadership conference held in Chicago, Illinois, is for F.B.L.A. members who have qualified at state competitions to participate on a National level. The conference hosts students representing States around the world. Club President David Chen was chosen to represent California by winning at a state competition in the field of Technology Concepts.

**RATIONALE:** This is a great honor for David and West High F.B.L.A. He will have the opportunity to compete with the best of the best. The West High Advisor is Lisa Marie Burns, but as David is male, she has requested another FBLA advisor, Robert Franklin, to chaperone David. Robert Franklin is the Central Section Director and Advisor for Los Banos High School. He is submitting a request to his Board for permission to travel with David to Chicago. This activity aligns with Strategic Goal #4, Developing the Whole Student.

**FUNDING:** The total estimated cost for airfare to and from Chicago, registration, and hotel is \$982.00. The West High F.B.L.A Club will pay these costs to send David as representative of California. David is responsible for his meals and any additional expenses he incurs.

**RECOMMENDATION:** Approve Overnight Travel for a Member of West High School Future Business Leaders of America Club to Attend a National Leadership Conference on June 27– July 1, 2007.

**PREPARED BY:** Herman Calad, Principal - West High School



# EDUCATIONAL SERVICES MEMORANDUM

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**TO:** Dr. James Franco, Superintendent  
**FROM:** ~~Dr.~~ Sheila Harrison, Assistant Superintendent Educational Services  
**DATE:** June 7, 2007  
**SUBJECT:** Approve Overnight Travel for West High School Dance Team to Attend Dance Camp July 6 – 9, 2007

**BACKGROUND:** The West High Dance Team would like to attend a dance camp held at Sacramento State July 6<sup>th</sup> thru 9<sup>th</sup>. This camp is held annually to develop techniques and create routines that dance teams can use throughout the year in competitions and sporting events. Included in their studies is a course on proper nutrition and safety, of great benefit to dancers.

**RATIONALE:** The dance team will have the opportunity to spend quality time together as a team and develop unity and trust. The camp will also increase their skill levels in dance performance; as well as exposing the team to a four year college setting. This meets Strategic Goal #4, Developing the Whole Student.

**FUNDING:** The cost per student is \$305.00 which includes their stay in the dorms, their meals, classes and transportation. The team will travel by TUSD bus, and be chaperoned by the dance coach Xochilt Garcia and her assistant Rosie Gutierrez.

**RECOMMENDATION:** Approve Overnight Travel for West High School Dance Team to Attend Dance Camp July 6 – 9, 2007

**PREPARED BY:** Herman Calad, Principal - West High School



# EDUCATIONAL SERVICES MEMORANDUM

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**TO:** Dr. James Franco, Superintendent  
**FROM:** Dr. Sheila Harrison, Assistant Superintendent of Educational Services  
**DATE:** June 15, 2007  
**SUBJECT:** Approve West High School Pep Squad to Attend Cheer Camp at UC Santa Cruz on August 6-9, 2007

**BACKGROUND:** The West High pep squad traditionally attends a cheer camp every summer before school starts. This year the team is planning on attending the United Spirit Association cheer camp at UC Santa Cruz in Santa Cruz, California, in August.

**RATIONALE:** Thirty-nine students will be accompanied by three coaches during the camp stay. They will be transported by bus. They will stay in the campus dorms. The students on the pep squad learn new beginning to advanced cheer techniques they will use throughout the entire season. The students learn new routines, new stunts, as well as, new chants that they can incorporate into their cheer material that they already use. The students also learn safety and health tips that will not only help them with cheer, but with their everyday lives as well. Camp is also a good way to get the students bonding and working together as a team to ensure a smoother transition once school has started. This supports Strategic Goal #4 Developing the Whole Student.

**FUNDING:** Each student has already paid their way for camp. The cost is \$290 per student and that includes lodging, meals and the classes they will be attending at camp.

**RECOMMENDATION:** Approve West High School Pep Squad to Attend Cheer Camp at UC Santa Cruz on August 6-9, 2007.

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



# EDUCATIONAL SERVICES MEMORANDUM

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**TO:** Dr. James Franco, Superintendent  
**FROM:** Dr. Sheila Harrison, Assistant Superintendent of Educational Services  
**DATE:** June 15, 2006  
**SUBJECT:** Ratify Agreement for Special Contract Services for Napolitan Productions to Video Tape the Introduction to the Staff Development Plan for 2007-2008

**BACKGROUND:** The Tracy Unified School District Staff Development Plan for 2007-2008 involves training all teachers in the collaborative data team process. Teachers are more likely to implement this process if they can “see it in action”. Educational Services will videotape model teams, edit the videotapes and provide DVDs to each site for teacher viewing and training. The video presentation will also include a message from the Superintendent that will be showed to all staff to kick off the training. This needs to be ratified as the schedule for filming may need to occur before the board meeting.

**RATIONALE:** The collaborative data team process involves teams of teachers working together to analyze student data in order to inform instruction and improve student achievement. Having teachers engaged in this effort will move the District closer to meeting its two goals: Goal #1: To have 35% of our students scoring proficient on standardized tests, and Goal #2. To have 100% of our students graduating with a high school diploma.

**FUNDING:** Not to exceed \$5,000. Funding will be paid for by the Superintendent’s Budget.

**RECOMMENDATION:** Approve Agreement for Special Contract Services for Napolitan Productions to Video Tape the Introduction to the Staff Development Plan for 2007-2008

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

1. Contractor shall perform the following duties: **Videotape Dr. Franco and Data Team Models; edit video, provide DVDs of video to every school site.**
2. Contractor ~~will provide~~ the above services(s), as outlined in Paragraph 1, for a period of up to a total of five ( 5 ) **HOURS/DAY(s)** (circle one), under the terms of this agreement at the following location Tracy Unified School District DEC (and possibly other school sites).
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
  - a. District shall pay \$ ~~\_\_\_\_\_ per HOUR/DAY/FLAT RATE (circle one), not to exceed a~~ total not to exceed \$5,000.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
  - b. District [ ☐ ] **SHALL**; [XX] **SHALL NOT** reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the district rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ N/A for the term of this agreement.
  - c. District shall make payment on a [ ☐ ] **MONTHLY PROGRESS BASIS**, [ XX ] **SINGLE PAYMENT UPON COMPLETION OF THE DUTIES** and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.
4. The terms of the agreement shall commence on June 21, 2007, and shall terminate on August 1, 2007.
5. This agreement may be terminated at any time during the term by either party upon 10 day's written notice.
6. Contractor shall contact the District's designee, Dr. James Franco at (209) 830-3201 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.
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)

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

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

\_\_\_\_\_  
Address

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

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

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

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

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



# EDUCATIONAL SERVICES MEMORANDUM

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**TO:** Dr. James Franco, Superintendent  
**FROM:** Dr. Sheila Harrison, Assistant Superintendent of Educational Services  
**DATE:** June 6, 2007  
**SUBJECT:** Approve Service Agreement for California State University Long Beach Foundation to provide Education Walks for the 2007-2008 School Year.

**BACKGROUND:** The Delta Island School Plan for 2007-2008 has identified instruction targeted to the specific needs of English Language Learners as one of the major areas of focus for the 2007-2008 school year. Given that over 88% of the students are English Language Learners and the school's API place it in the lowest 10% of schools state-wide, the staff believes that this focus is essential to improve academic achievement. The Education Walks will be implemented once a month to observe classrooms and gather data on specific teaching strategies.

**RATIONALE:** Alex Morales and Peggy Morrison are from the Center of Language Minority Education and Research at CSU, Long Beach. They have worked extensively and successfully with schools with a high ELL population. The emphasis of this on-going professional development program is to gather data on specific learning strategies and behaviors observed in the classrooms. The data gathered will be presented to the staff to discuss strategies used in classrooms. The professional development includes two days to train one staff member to conduct the walks, a day to discuss the behaviors to observe and an Education walk once a month. These plans further the District's Strategic Goal #2: Provide a Quality Learning Environment.

**FUNDING:** This cost of \$15,000 will be paid by Title I

**RECOMMENDATION:** Approve Service Agreement for California State University Long Beach Foundation to provide Education Walks for the 2007-2008 School Year.

**Prepared by:** Ramona Soto, Principal, Delta Island School.



# TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Avenue, Tracy, California 95376

## AGREEMENT FOR SPECIAL CONTRACT SERVICES

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and Center for Language Minority Education and Research/ CSULB Foundation 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 perform as the external entity providing technical assistance to develop School Plan for High Priority School Grant
2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of            HOURS/DAY(s) 9 (circle one), under the terms of this agreement at the following location: Delta Island School.
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
  - a. District shall pay \$ 15,000 per HOUR/DAY/FLAT RATE (circle one), not to exceed a total of \$ 15,000. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
  - b. District [ ] SHALL; [ X ] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the district rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$            for the term of the agreement.
  - c. District shall make payment on a [ ] MONTHLY PROGRESS BASIS, [x] SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.
4. The terms of the agreement shall commence on August 20, 2007, and shall terminate on May 12th, 2008.
5. This agreement may be terminated at any time during the term by either party upon 30 days written notice.
6. Contractor shall contact the District's designee, Ramona Soto at (209) 830-3306 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:**

**CLMER/CSULB**

Consultant Signature (1)

Social Security Number (2)/Tax ID #

Date

Title

**1250 Bellflower Blvd., ED1, Rm. 18**

Address & Phone #

**Long Beach, CA 90840-2201**

**Phone: (562) 985-5806 or Fax: (562) 985-4528**

Tracy Unified School District

Date

Title

Account Number to be Charged

Department/Site Approval

Budget Approval

Date Approved by the Board

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

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

REF: G:\clyons\Forms\Contract Services Agreement 7 02.doc

# School ✦ Improvement Initiative

In the fall of 2001, the Center for Language Minority Education and Research (CLMER) at California State University, Long Beach established its "School Improvement Initiative." The goal of the initiative is to assist under-performing schools to satisfy policies and regulations according to state and federal mandates. CLMER's experienced professional staff offer a variety of educational reform services that provide schools with the needed tools to improve student achievement. Participant schools develop shared leadership, create sustainable accountability, and raise annual student achievement. The initiative offers the following services:

- Comprehensive School Review
- CLMER Education Walks
- Coaching Model

For more information on the services provided by the Center please contact:

**Alex Morales**

Director

School Improvement Initiative

(562) 985-5811

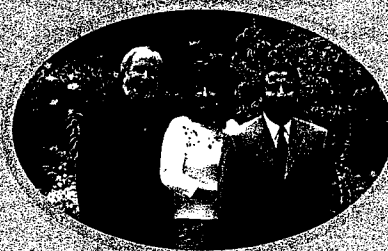
amorale3@csulb.edu

## CLMER ✦

The Center for Language Minority Education and Research (CLMER), established in 1993, at California State University, Long Beach continues to provide services and assistance to many educational organizations and school districts within California and throughout the nation. CLMER's mission is to focus on issues of educational excellence, equity and access for all students. Our common vision is to develop leadership in schools and communities that promotes equitable education, systemic change and 21<sup>st</sup> century learning opportunities. Our ultimate goal is to support the well-being of all of our children, families and communities.

21<sup>st</sup> Century Learners are:

- Multilingual
- Cross-Culturally Competent
- Academically Prepared
- Critical Information Literate
- Technologically Fluent
- Democratically-Prepared Citizens



**CLMER / CSULB**

1250 Bellflower Blvd. ED 1-18, Long Beach, CA 90840

Phone: (562) 985-5806 Fax: (562) 985-4528

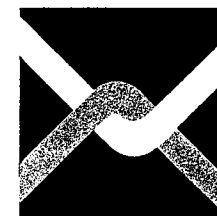
www.clmer.csulb.edu clmer@csulb.edu

## CLMER

# School ✦ Improvement Initiative

- ♦ COMPREHENSIVE  
SCHOOL REVIEW
- ♦ EDUCATION WALKS
- ♦ COACHING MODEL

Center for Language Minority  
Education and Research  
C S U L B





**CLMER**



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CLMER School Assessment & Focus Walks

**Dates:**

|           |         |
|-----------|---------|
| August    | 20, 21  |
| September | 18      |
| October   | 15      |
| November  | Holiday |
| December  | 10      |
| January   | Holiday |
| February  | 19      |
| March     | 17      |
| April     | 21      |
| May       | 12      |



# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. James Franco, Superintendent  
**FROM:** ~~Dr.~~ Sheila Harrison, Assistant Superintendent of Educational Services  
**DATE:** June 6, 2007  
**SUBJECT:** Approve Service Agreement for Nancy Fetzer to Provide Coaching in Writing for Teachers at Delta Island Elementary School.

**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 has worked with two of the District's schools, South/West Park and Central. The principals' and teachers have found Ms. Fetzer to be a quality presenter that uses student language development to develop and improve their writing. Our staff is currently working on standard-based differentiated instruction for English Language Learners through CSU. Ms. Fetzer will model writing lessons. Following the writing lesson, Ms. Fetzer will debrief with each group of teachers.

**RATIONALE:** Delta Island is a Title I school in our third year not meeting AYP goals. Our students routinely perform below district standards on writing assessments. Nancy Fetzer has presented at state-wide conferences and is a highly respected writing coach. This in-service supports Strategic Goal #1, Quality Curriculum and Strategic Goal #7, Educational Leadership.

**FUNDING:** The cost of \$33,250.00 will be paid by SIP Funds.

**RECOMMENDATION:** Approve Service Agreement for Nancy Fetzer to provide Coaching in Writing for Teachers at Delta Island Elementary School.

**Prepared by:** Ramona Soto, Principal, Delta Island School

## TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Avenue, Tracy, California 95376

### AGREEMENT FOR SPECIAL CONTRACT SERVICES

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and 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 present and coach Delta Island teachers on writing for a 3 week period during the 2007-2008 school year
2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of HOURS DAY(s) 18 (circle one), under the terms of this agreement at the following location: Delta Island
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
  - a. District shall pay \$ 33,250 per HOUR/DAY (FLAT RATE) (circle one), not to exceed a total of \$ 33,250. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
  - b. District [ ] SHALL; [X] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the district rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ \_\_\_\_\_ for the term of this agreement.
  - c. District shall make payment on a [X] MONTHLY PROGRESS BASIS, [ ] SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.
4. The terms of the agreement shall commence on August 6, 2007, and shall terminate on May 9, 2008.
5. This agreement may be terminated at any time during the term by either party upon 30 days written notice.
6. Contractor shall contact the District's designee, Ramona Soto at (209) 830-3306 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 this 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 Tetue  
Contractor Signature  
\_\_\_\_\_  
Social Security Number (2) Tax ID #  
616/07  
\_\_\_\_\_  
Date  
Consultant  
\_\_\_\_\_  
Title  
\_\_\_\_\_  
Address & Phone #  
\_\_\_\_\_  
\_\_\_\_\_

Ramona Soto  
Tracy Unified School District  
\_\_\_\_\_  
Date  
6-4-07  
\_\_\_\_\_  
Title  
Principal  
\_\_\_\_\_  
Account Number to be Charged  
High Priority School Grant  
\_\_\_\_\_  
Department/Sup Approval  
Ramona Soto  
\_\_\_\_\_  
Budget Approval  
\_\_\_\_\_  
Date Approved by the Board  
\_\_\_\_\_

Send all copies to the Business Office:

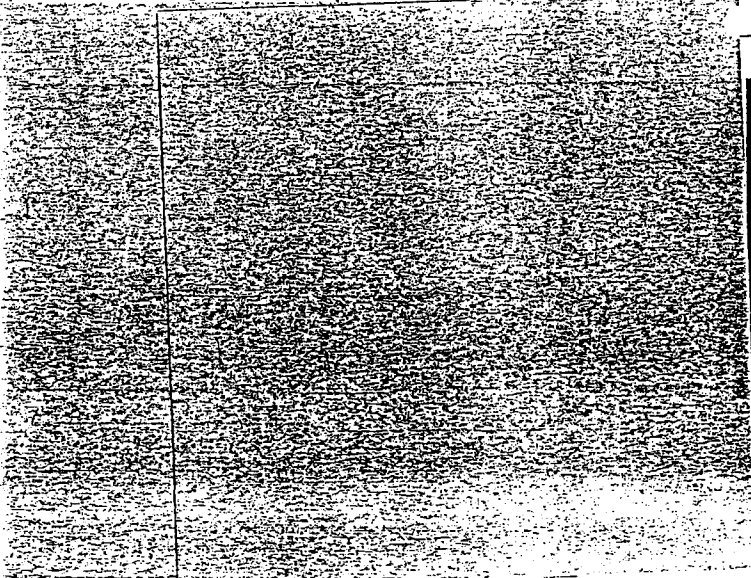
- (1) Whenever organizational names are used, the authorized signature must include title, such as president.
- (2) Whenever organizational names are used, the employer IRS Identification Number must be used instead of a Social Security Number.

Need:

20-110 = Lagan  
Jomin = Debrief



Nancy Fetzer, M.A. is a nationally recognized leader and authority in literacy through proven instructional programs, strategies, and techniques. Nancy's extensive teaching background includes General Education (K-6), Special Day Class (K-6), Resource Specialist and Reading Recovery, as well as Title I Facilitator. She has traveled across the country successfully training teachers and administrators in schoolwide literacy change. Nancy is the author and illustrator of three dynamic and interactive, standards-aligned programs: Nancy Fetzer's Reading Connections, Nancy Fetzer's Writing Connections and The Word Study Program. Nancy's hands-on methods and products bridge the gap between research and practical implementation.



**Nancy Fetzer's  
Literacy Connections**  
40500 Valle Vista  
Murrieta CA, 92562  
Phone: (909) 698-9556  
Fax: (909) 698-7616





# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. James Franco, Superintendent  
**FROM:** ~~Dr. James Franco~~ Dr. Sheila Harrison, Assistant Superintendent of Educational Services  
**DATE:** June 8, 2007  
**SUBJECT:** Approve Service Agreement for Tracy Mental Health Center to Provide Parenting Education Classes at South/West Park School

**BACKGROUND:** As part of our school plan evaluation last year, the staff determined that there is a critical need for parenting classes. During the 2006/07 school year the School Site council approved a total of \$6,000.00 of EIA funds to be used to provide the Parenting Classes.

**RATIONALE:** A survey completed by parents indicated that there is an interest in parenting classes which include information on discipline, family, health, drug and alcohol prevention and community resource and referral services. The parenting classes will be presented by facilitators trained by the Parent Project, Inc., a textbook will be provided for each participant as well as childcare for all attendees. This supports Strategic Goal #4 – Developing the Whole Student.

**FUNDING:** The \$6,000.00 cost will be paid by EIA funds.

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

**Prepared by:** Dora Contreras, South/West Park School Principal

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

**AGREEMENT FOR SPECIAL CONTRACT SERVICES**

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

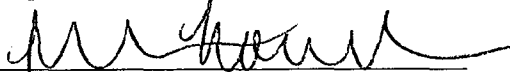
1. Contractor shall perform the following duties: Two (2) series of the Parent Project, a 10 week parent training program(IP) offered for up to 50 parents (both courses) on the school campus. One course shall be provided in English and one course shall be provided in Spanish. Course includes provision of parent manuals, facilitator costs and program coordination.
2. Contractor will provide the above service(s) as outlined in Paragraph 1, for a period of up to a total of 142 HOURS/DAY(s) (circle one), under the terms of this agreement at the following location:  
South/West Park Elementary Schools.
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
  - a. District shall pay \$ 42.00 per HOUR/DAY/FLAT RATE (circle one), not to exceed a total of \$6,000. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
  - b. District [ ] SHALL; [ X ] SHALL NOT reimburse Contractor for out of pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the district. Reimbursement of expenses shall not exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$\_\_\_\_\_ for the term of the agreement.
  - c. District shall make payment on a [ X ] MONTHLY PROGRESS BASIS, [ ] SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by the District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.
4. The term of the agreement shall commence on AUG 15, 2007 and shall terminate on JUNE 1, 2008.
5. This agreement may be terminated at any time during the term by either party upon thirty (30) days written notice.
6. Contractor shall contact the District's designee, Dora Contreras at (209) 830-3335 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.
7. The parties intend that an independent contractor relationship be created by this contract and District assumes no responsibility for workers' compensation liability. District likewise assumes no responsibility for liability of loss, damage or injury to person(s) or property resulting from, or caused by, contractor's services during or relating to the performance of service under this Agreement.

Contractor agrees to hold harmless and to indemnify District for:

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

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

AGREED:

  
Consultant Signature (1)

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

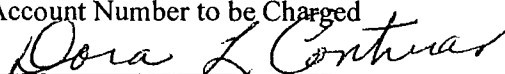
\_\_\_\_\_  
Social Security Number (2)

\_\_\_\_\_  
Date

5/17/07  
Date

\_\_\_\_\_  
Title

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

Account Number to be Charged  
  
Department/Site Approval

\_\_\_\_\_  
Tracy Mental Health Center  
Address

\_\_\_\_\_  
35 East 10<sup>th</sup> Street, Suite J-1

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

\_\_\_\_\_  
Tracy, Ca. 95376

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

Send all copies to the Business Office:

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



# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. James Franco, Superintendent  
**FROM:** Dr. Sheila Harrison, Assistant Superintendent of Educational Services  
**DATE:** June 8, 2007  
**SUBJECT:** Approve Service Agreement for Tracy Mental Health Center to Provide Counseling Services for South/West Park School Students

**BACKGROUND:** As part of our school plan evaluation last year, the staff determined that there is a critical need for additional counseling services. Our school psychologist has little time to devote to counseling services. During the 2006/07 school year the School Site Council approved a total of \$20,000.00 from Title I and EIA funds to be used to provide counseling services for the 2007/08 school year.

**RATIONALE:** We are requesting the counseling services of Tracy Mental Health Center. The counselor will provide up to 444 hours of counseling services. S/he will work with children struggling with such issues as divorced parents, social adjustment, loneliness, and drug dependent families. In order to students to benefit from school they need help and support in dealing with these issues. Tracy Mental Health is now able to provide services in both Spanish and English. In addition, they will continue to support a peer support program that is called "Bienvenidos Amigos." This program will include student conflict management and a Friend Finders component to help new students adjust. The counselor will also provide parenting support in conjunction with other parenting services at our school. Meeting counseling needs supports Strategic Goal #4 – Developing the Whole Student.

**FUNDING:** The cost of this program is 333 hours x \$60/hours = \$20,000. \$10,000 of Title I and \$10,000 of EIA will pay for the cost.

**RECOMMENDATION:** Approve Service Agreement for Tracy Mental Health Center to Provide Counseling Services for South/West Park School Students.

**Prepared by:** Dora Contreras, South/West Park School Principal

**TRACY UNIFIED SCHOOL DISTRICT**

1875 W. Lowell Ave., Tracy, California, 95376

**AGREEMENT FOR SPECIAL CONTRACT SERVICES**

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

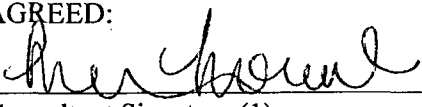
1. Contractor shall perform the following duties: English and Spanish counseling services to South/West Park Students and Parents.
2. Contractor will provide the above service(s) as outlined in Paragraph 1, for a period of up to a total of 333 HOURS/DAY(s) (circle one), under the terms of this agreement at the following location:  
South/West Park Elementary Schools.
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
  - a. District shall pay \$ 60.00 per HOUR/DAY/FLAT RATE (circle one), not to exceed a total of \$20,000. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
  - b. District [ ] SHALL; [ X ] SHALL NOT reimburse Contractor for out of pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the district. Reimbursement of expenses shall not exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ \_\_\_\_\_ for the term of the agreement.
  - c. District shall make payment on a [ X ] MONTHLY PROGRESS BASIS, [ ] SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by the District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.
4. The term of the agreement shall commence on AUG 15, 2007 and shall terminate on JUNE 1, 2008.
5. This agreement may be terminated at any time during the term by either party upon thirty (30) days written notice.
6. Contractor shall contact the District's designee, Dora Contreras at (209) 830-3335 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.
7. The parties intend that an independent contractor relationship be created by this contract and District assumes no responsibility for workers' compensation liability. District likewise assumes no responsibility for liability of loss, damage or injury to person(s) or property resulting from, or caused by, contractor's services during or relating to the performance of service under this Agreement.

Contractor agrees to hold harmless and to indemnify District for:

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

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

AGREED:

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

\_\_\_\_\_  
Social Security Number (2)  
5/17/07  
\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Tracy Mental Health Center  
Address  
\_\_\_\_\_  
35 East 10<sup>th</sup> Street, Suite J-1

\_\_\_\_\_  
Tracy, Ca. 95376

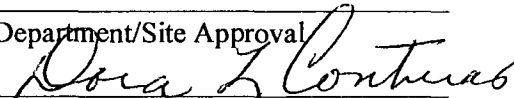
\_\_\_\_\_  
Tracy Unified School District

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

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

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

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

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

Send all copies to the Business Office:

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



# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. James Franco, Superintendent  
**FROM:** ~~Dr. James Franco~~ Dr. Sheila Harrison, Assistant Superintendent of Educational Services  
**DATE:** June 8, 2007  
**SUBJECT:** Approve Service Agreement for Tracy Mental Health Center to Provide  
A Primary Intervention Program (PIP) at South/West Park School

**BACKGROUND:** As part of our school plan evaluation last year, the staff determined that there is a critical need for primary intervention in the area of socialization for some of our students. During the 2006/07 school year the School Site Council approved a total of \$23,940.00 from EIA, Block Grant and Title 1 funds to be used to provide the Primary Intervention Program.

**RATIONALE:** We are requesting the services of Tracy Mental Health to provide a primary intervention program for screened and selected students in grades K-3 with mild to moderate school adjustment problems. A child aide will provide limited one-on-one time to these selected students in a specially equipped activity room. Services will also include hiring, retention, supervision and training of the child aide and consultation for families of students who have been identified to have needs for services beyond the scope of the program. This program supports Strategic Goal #4 – Developing the Whole Student.

**FUNDING:** The total cost of this program is \$23,940.00. Funding will be paid by: EIA (\$12,777.00); Block Grant (\$9,191.00) and Title I (\$1,972.00).

**RECOMMENDATION:** Approve Service Agreement for Tracy Mental Health Center to Provide a Primary Intervention Program (PIP) at South/West Park School.

**Prepared by:** Dora Contreras, South/West Park School Principal

# TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California, 95376

## AGREEMENT FOR SPECIAL CONTRACT SERVICES

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

1. Contractor shall perform the following duties: The Primary Intervention Program (IP) for systematically screened and selected students in grades k-3 with mild to moderate school adjustment problems. Child aide provides time limited direct one-to-one services for students in a specially equipped activity room. Services also include hiring, retention, supervision and training of the child aide and consultation for families of students who have been identified to have needs for services beyond scope of program. Service provides for screening of students, evaluation of program and program coordination.

2. Contractor will provide the above service(s) as outlined in Paragraph 1, for a period of up to a total of 760 HOURS/DAY(s) (circle one), under the terms of this agreement at the following location: South/West Park Elementary Schools .

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

- a. District shall pay \$ 31.50 per HOUR/DAY/FLAT RATE (circle one), not to exceed a total of \$23,940. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
- b. District [ ] SHALL; [ X ] SHALL NOT reimburse Contractor for out of pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the district. Reimbursement of expenses shall not exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ \_\_\_\_\_ for the term of the agreement.
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4. The term of the agreement shall commence on AUG 15, 2007 and shall terminate on JUNE 1, 2008.

5. This agreement may be terminated at any time during the term by either party upon thirty (30) days written notice.

6. Contractor shall contact the District's designee, Dora Contreras at (209) 830-3335 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.

7. The parties intend that an independent contractor relationship be created by this contract and District assumes no responsibility for workers' compensation liability. District likewise assumes no responsibility for liability of loss,



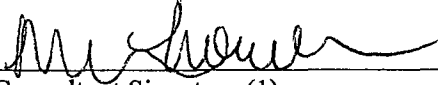
damage or injury to person(s) or property resulting from, or caused by, contractor's services during or relating to the performance of service under this Agreement.

Contractor agrees to hold harmless and to indemnify District for:

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

8. This agreement is for the personal services of the Contractor and Contractor may not assign the performance of the services to any person or persons who are not parties to this Agreement except for employees of the Contractor.
9. Contractor certifies that his or her current employee, if any, is fully cognizant of this Agreement and that payments hereunder are not in conflict with any federal, state or local 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)

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

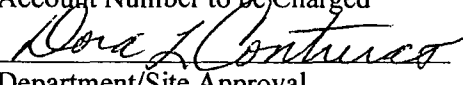
\_\_\_\_\_  
Social Security Number (2)

\_\_\_\_\_  
Date

5/17/07  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

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

Account Number to be Charged  
  
\_\_\_\_\_  
Department/Site Approval

\_\_\_\_\_  
Tracy Mental Health Center  
Address

\_\_\_\_\_  
35 East 10<sup>th</sup> Street, Suite J-1

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

\_\_\_\_\_  
Tracy, Ca. 95376

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

Send all copies to the Business Office:

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



# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. James Franco, Superintendent  
**FROM:** ~~Dr. James Franco~~ Dr. Sheila Harrison, Assistant Superintendent of Educational Services  
**DATE:** June 8, 2007  
**SUBJECT:** Approve Service Agreement for Tracy Mental Health Center to Provide  
A Primary Intervention Program (PIP) for Delta Island School Students

**BACKGROUND:** As part of our school plan evaluation last year, the staff determined that there is a critical need for primary intervention for some of our students. During the 2006/07 school year the School Site Council approved a total of \$2,394.00 of Title 1 funds to be used to provide the Primary Intervention Program.

**RATIONALE:** We are requesting the services of Tracy Mental Health to provide a primary intervention program for screened and selected students in grades K-3 with mild to moderate school adjustment problems. A child aide will provide limited one-on-one time to these selected students in a specially equipped activity room. Services will also include hiring, retention, supervision and training of the child aide and consultation for families of students who have been identified to have needs for services beyond the scope of the program. This program supports Strategic Goal #4 – Developing the Whole Student.

**FUNDING:** The total cost of \$2,394.00 will be paid by Title 1 funds.

**RECOMMENDATION:** Approve Service Agreement for Tracy Mental Health Center to Provide a Primary Intervention Program (PIP) for Delta Island School Students.

**Prepared by:** Ramona Soto, Delta Island School Principal

# TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California, 95376

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1. Contractor shall perform the following duties: The Primary Intervention Program (IP) for systematically screened and selected students in grades k-3 with mild to moderate school adjustment problems. Child aide provides time limited direct one-to-one services for students in a specially equipped activity room. Services also include hiring, retention, supervision and training of the child aide and consultation for families of students who have been identified to have needs for services beyond scope of program. Service provides for screening of students, evaluation of program and program coordination.

2. Contractor will provide the above service(s) as outlined in Paragraph 1, for a period of up to a total of 76 (HOURS)/DAY(s) (circle one), under the terms of this agreement at the following location:  
Delta Island 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 \$ 31.50 per (HOUR)/DAY/FLAT RATE (circle one), not to exceed a total of \$2,394. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
- b. District [ ] SHALL; [ X ] SHALL NOT reimburse Contractor for out of pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the district. Reimbursement of expenses shall not exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ \_\_\_\_\_ for the term of the agreement.
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4. The term of the agreement shall commence on AUG 15, 2007 and shall terminate on JUNE 1, 2008.

5. This agreement may be terminated at any time during the term by either party upon thirty (30) days written notice.

6. Contractor shall contact the District's designee, Ramona Soto at (209) <sup>830-3306</sup>~~953-5900~~ with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.

7. The parties intend that an independent contractor relationship be created by this contract and District assumes no responsibility for workers' compensation liability. District likewise assumes no responsibility for liability of loss,

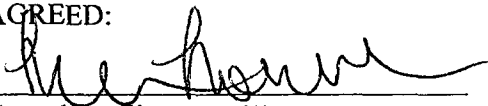
damage or injury to person(s) or property resulting from, or caused by, contractor's services during or relating to the performance of service under this Agreement.

Contractor agrees to hold harmless and to indemnify District for:

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

8. This agreement is for the personal services of the Contractor and Contractor may not assign the performance of the services to any person or persons who are not parties to this Agreement except for employees of the Contractor.
9. Contractor certifies that his or her current employee, if any, is fully cognizant of this Agreement and that payments hereunder are not in conflict with any federal, state or local 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)

5/17/07  
\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Tracy Mental Health Center  
Address

\_\_\_\_\_  
35 East 10<sup>th</sup> Street, Suite J-1

\_\_\_\_\_  
Tracy, Ca. 95376

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


\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

Account Number to be Charged

Title I 01-3010-0-1110-1000-4300-170-4104

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

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

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

Send all copies to the Business Office:

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



# EDUCATIONAL SERVICES MEMORANDUM

**To:** Dr. James Franco, Superintendent  
**From:** ~~Dr. James Franco~~ Dr. Sheila Harrison, Assistant Superintendent for Educational Services  
**Date:** June 19, 2007  
**Subject:** Approve Karen Bruns and Wendy Andres as TUSD Job-share Representatives to the SELPA Community Advisory Committee (CAC)

**BACKGROUND:** The Community Advisory Committee is a group composed of parent representatives from each district in the San Joaquin County SELPA. This group meets monthly on a variety of topics. The meetings are held at the SELPA office. It is also the charge of this group to approve the SELPA plan. Any parent can attend meetings and participate; however districts must appoint a board-approved representative. The parent representatives will serve a two-year term. Karen Bruns has been a full time representative for Tracy Unified for the past year. For the next school year, she needs to fulfill these responsibilities half time, and is requesting a job-share with Wendy Andres. The Board needs to approve both Karen Bruns and Wendy Andres to job-share the TUSD CAC representative position.

**RATIONALE:** Wendy Andres is a strong advocate for children and will be an excellent CAC representative for Tracy Unified's children with special needs. Karen Bruns previously served as the CAC chair, and has been a strong advocate of the collaborative process between parents and educators. This request supports Strategic Goal #2 "Create Quality Learning Environments".

**FUNDING:** Parent representatives are reimbursed for mileage costs to and from the meetings, which are held at the SELPA office in Stockton. Total expenses will not exceed \$265.00 through June 30, 2008. Funds are drawn from account number 01-6500-5770-1110-5200-800-2542.

**RECOMMENDATION:** Approve Karen Bruns and Wendy Andres as TUSD Job-share Representatives to the SELPA Community Advisory Committee (CAC)

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



# HUMAN RESOURCES MEMORANDUM

**TO:** Dr. James Franco, Superintendent  
**FROM:** James Mousalimas, Assistant Superintendent of Human Resources *jm*  
**DATE:** June 15, 2007  
**SUBJECT:** Approve Classified, Certificated, and/or Management Employment

## BACKGROUND:

Bangayan, Cecilia A.

Brown, Monica

Campbell, Rhonda R.

Collier, Shelley

Golfo, Joann L.

Greer, Cynthia

## CERTIFICATED

SDC (Replacement)  
Williams Middle  
Class I, Step 1 \$40,276  
Funding: Special Education

SDC (Replacement)  
Kelly School  
Class II, Step 1 \$40,276  
Funding: General Fund

7<sup>th</sup> Grade (Replacement)  
Williams Middle  
Class II, Step 8 \$45,430  
Funding: General Fund

Science (Replacement)  
Freiler School  
Class VI, Step 11 \$63,570  
Funding: General Fund

SDC (Replacement)  
Central Elementary  
Class VI, Step 9 \$59,366  
Funding: General Fund

5<sup>th</sup> Grade (Replacement)  
Hirsch Elementary  
Class VI, Step 12 \$65,782  
Funding: General Fund

|                      |                                                                                                       |
|----------------------|-------------------------------------------------------------------------------------------------------|
| Guadagnolo, Craig    | Kindergarten (Replacement)<br>North School<br>Class III, Step 7 \$50,033<br>Funding: General Fund     |
| Hern, Ryan           | Math (Replacement)<br>Tracy High<br>Class III, Step 5 \$46,724<br>Funding: General Fund               |
| Irvin, Chad R.       | English (Replacement)<br>Stein Continuation<br>Class II, Step 1 \$40,276<br>Funding: General Fund     |
| Liel, Shauna L.      | English (Replacement)<br>West High<br>Class III, Step 1 \$40,276<br>Funding: General Fund             |
| Mendonca, Suzette A. | Math (Replacement)<br>North School<br>Class I, Step 1 \$40,276<br>Funding: General Fund               |
| Newton, Richard B.   | Math (Replacement)<br>Tracy High<br>Class I, Step 1 \$40,276<br>Funding: General Fund                 |
| Phommachaly, Kongsy  | Biology (Replacement)<br>West High<br>Class II, Step 1 \$40,276<br>Funding: General Fund              |
| Piuser, Douglas A.   | Math (Replacement)<br>Tracy High<br>Class III, Step 1 \$42,166<br>Funding: General Fund               |
| Rasmussen, Jeanette  | SDC (Replacement)<br>Villalovoz Elementary<br>Class II, Step 1 \$40,276<br>Funding: Special Education |

Thiel, Mike S.

Math (Replacement)  
West High  
Class I, Step 1 \$40,276  
Funding: General Fund

Velasco Garcia, Rene

4th Bilingual (Replacement)  
S/West Park Elementary  
Class IV, Step 6 \$50,033  
Funding: General Fund

Villasenor, Maria

2<sup>nd</sup> Grade (Replacement)  
Delta Island School  
Class IV, Step 11 \$59,366  
Funding: General Fund

Wimberley, Julie A.

SDC (Replacement)  
Tracy High  
Class VI, Step 9 \$59,366  
Funding: Special Education

**BACKGROUND:**

Gaines, Idi A.

**MANAGEMENT**

Counselor (New)  
West High  
Class 7, Step E \$72,166



**BACKGROUND:**

Arroniz Jr., Ruben

**CLASSIFIED**

Bus Driver/Custodian/Groundskeeper (Replacement)

Transportation/Maintenance

8 hours per day

Range 36, Step A - \$15.85 per hour

Funding: Transportation Special Ed 56%; General

Fund 22%; Ongoing & Major Maintenance 22%

Frese, Manuel

Bus Driver/Custodian/Groundskeeper (New)

Transportation/Maintenance

8 hours per day

Range 36, Step A - \$15.85 per hour

Funding: Transportation Home to School 68.75%;

Ongoing & Major Maintenance 15.625%;

General Fund 15.625%

Henderson, Pamela

Bus Driver/Custodian/Groundskeeper (Replacement)

Transportation/Maintenance

8 hours per day

Range 36 Step A - \$15.85 per hour

Funding: General Fund 25%; Transportation-Special

Ed 50%; Ongoing & Major Maintenance 25%

Mina, Ramona

Food Service Worker (Replacement)

Monte Vista Middle School

5 hours per day

Range 22, Step E - \$13.78 per hour

Funding: Child Nutrition-School Program

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

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



# HUMAN RESOURCES MEMORANDUM

**TO:** Dr. James Franco, Superintendent  
**FROM:** James Mousalimas, Assistant Superintendent of Human Resources *JM*  
**DATE:** June 15, 2007  
**SUBJECT:** Accept the Resignations/Retirements/Leaves of Absence for Classified, Certificated, and/or Management Employment

## BACKGROUND:

## CERTIFICATED RESIGNATION

| <u>NAME/TITLE</u>      | <u>SITE</u> | <u>EFFECTIVE<br/>DATE</u> | <u>REASON</u> |
|------------------------|-------------|---------------------------|---------------|
| Brown, Courtney<br>SDC | Jacobson    | 06/12/2007                | Relocating    |
| Hornsby, Henry<br>Math | Freiler     | 06/25/2007                | Relocating    |
| Wilkes, Justin<br>Math | Tracy High  | 06/12/2007                | Relocating    |

### CLASSIFIED RESIGNATIONS


| <u>NAME/TITLE</u>                                          | <u>SITE</u> | <u>EFFECTIVE<br/>DATE</u> | <u>REASON</u>                             |
|------------------------------------------------------------|-------------|---------------------------|-------------------------------------------|
| Bangayan, Cecilia<br>Special Ed Para Educator I            | McKinley    | 6/01/2007                 | Accepted a teaching<br>position with TUSD |
| Lewis, Debbie<br>Clerk Typist II                           | Jacobson    | 6/13/2007                 | Personal                                  |
| Moya-Bailey, Susie<br>School Supervision Assistant Central |             | 06/01/2007                | None Given                                |
| Powell-Pope, Donna<br>I.E.P. Para Educator I               | Hirsch      | 06/01/2007                | Relocating                                |

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

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



# HUMAN RESOURCES MEMORANDUM

**TO:** Dr. James Franco, Superintendent  
**FROM:** James Mousalimas, Assistant Superintendent, Human Resources   
**DATE:** June 14, 2007  
**SUBJECT:** Approve Declaration of Need for Fully Qualified Educators

## BACKGROUND:

In order for Tracy Unified School District teachers to be granted emergency permits if needed, the governing board is required to certify that there is an insufficient number of certificated persons who meet the District's specified employment criteria for the positions listed on the attached forms.

## RATIONALE:

Each school year the district has to submit an estimate of the number of emergency permits that the district anticipates needing for the upcoming school year. This Declaration of Need must be approved by the School Board at a regular public meeting before being submitted to the California Commission on Teacher Credentialing. An estimate of District's need is shown on the attached forms. This Declaration of Need can be modified during the school year if the needs of the District change.

**FUNDING:** None

**RECOMMENDATION:** Approve Declaration of Need for Fully Qualified Educators.

**PREPARED BY:** James Mousalimas, Assistant Superintendent – Human Resources.



State Of California  
California Commission On Teacher Credentialing  
Box 944270  
1900 Capitol Avenue  
Sacramento, CA 94244-2700

Telephone:  
(916) 445-7254 or (888) 921-2682  
E-mail: [credentials@ctc.ca.gov](mailto:credentials@ctc.ca.gov)  
Web site: [www.ctc.ca.gov](http://www.ctc.ca.gov)

## DECLARATION OF NEED FOR FULLY QUALIFIED EDUCATORS

- ☒ Original declaration of need for year 2007-2008  
☐ Revised declaration of need for year \_\_\_\_\_

### For Service in a School District

Name of District Tracy Unified District CDS Code 75499  
Name of County San Joaquin County CDS Code 39

By submitting this annual Declaration the district is certifying the following:

- a diligent search, as defined below, to recruit a fully prepared teacher for the assignment(s) was made
- if a suitable fully prepared teacher is not available to the school district, the district will make a reasonable effort to recruit based on the priority stated below

The governing board of the school district specified above adopted a declaration at a regularly scheduled public meeting held on 6/26/07 certifying that there is an insufficient number of certificated persons who meet the district's specified employment criteria for the position(s) listed on the attached form. The attached form was part of the agenda, and the declaration did NOT appear as part of a consent calendar.

► **Enclose a copy of the Board agenda item**

With my signature below I verify that the item was acted upon favorably by the board. The declaration shall remain in force until June 30, 2008.

Submitted by (Superintendent, Board Secretary, or Designee):

James Mousalimas Asst. Superintendent  
Name Signature Title  
209 830-3264 209 830-3260 6-14-07  
Fax Number Telephone Number Date  
1875 W. Lowell Av. Tracy CA 95376  
Mailing Address  
E-Mail Address

### For Service in a County Office of Education, State Agency or Non-Public School or Agency

Name of County \_\_\_\_\_ County CDS Code \_\_\_\_\_  
Name of State Agency \_\_\_\_\_  
Name of NPS/NPA \_\_\_\_\_ County of Location \_\_\_\_\_

(Complete only the appropriate line.)

The Superintendent of the County Office of Education or the Director of the State Agency or the Director of the NPS/NPA specified above adopted a declaration on \_\_\_\_/\_\_\_\_/\_\_\_\_, at least 72 hours following his or her public announcement that such a declaration would be made, certifying that there is an insufficient number of certificated persons who meet the county's, agency's or school's specified employment criteria for the position(s) listed on the attached form.

The declaration shall remain in force until June 30, \_\_\_\_.

► **Enclose a copy of the public announcement**

(continued)

Submitted by Superintendent, Director, or Designee:

|                 |                  |       |
|-----------------|------------------|-------|
| Name            | Signature        | Title |
| Fax Number      | Telephone Number | Date  |
| Mailing Address |                  |       |
| E-Mail Address  |                  |       |

- This declaration must be on file with the California Commission on Teacher Credentialing before any emergency permits will be issued for service with the employing agency

### Areas of Anticipated Need for Fully Qualified Educators

Based on the previous year's actual needs and projections of enrollment, please indicate the number of emergency permits the employing agency estimates it will need in each of the identified areas during the valid period of this Declaration of Need for Fully Qualified Educators. This declaration shall be valid only for the type(s) and subjects(s) identified below.

This declaration must be revised by the employing agency when the total number of emergency permits applied for exceeds the estimate by ten percent. Board approval is required for a revision.

| Type of Emergency Permit                            | Estimated Number Needed |
|-----------------------------------------------------|-------------------------|
| CLAD (applicant already holds teaching credential)  | 20                      |
| BCLAD (applicant already holds teaching credential) | 25                      |
| List Target Language(s) for BCLAD Permit(s)         |                         |
| Spanish                                             |                         |
| Resource Specialist                                 | 3                       |
| Library Media Teacher Services                      | 1                       |
| Clinical or Rehabilitative Services:                |                         |
| Language, Speech and Hearing                        | 1                       |
| Special Class Authorization                         | 1                       |

### Limited Assignment Permits

Limited Assignment Permits may only be issued to applicants holding a valid California teaching credential based on a baccalaureate degree and a professional preparation program including student teaching.

Based on the previous year's actual needs and projections of enrollment, please indicate the number of limited assignment permits the employing agency estimates it will need in multiple subject and single subject areas.

| TYPE OF LIMITED ASSIGNMENT PERMIT | ESTIMATED NUMBER NEEDED |
|-----------------------------------|-------------------------|
| Multiple Subject                  | 5                       |
| Single Subject                    | 5                       |
| TOTAL                             | 10                      |

(continued)

### Efforts to Recruit Certificated Personnel

The employing agency declares that it has implemented in policy and practices a process for conducting a diligent search that includes, but is not limited to, distributing job announcements, contacting college and university placement centers, advertising in local newspapers, exploring incentives included in the Teaching as a Priority Block Grant (refer to [www.cde.ca.gov](http://www.cde.ca.gov) for more details), participating in state and regional recruitment centers and participating in job fairs in California.

If a suitable teacher is not available to the school district, the district made a reasonable effort to recruit an individual for the assignment, in the following order:

- an individual who is scheduled to complete initial preparation requirements within six months
- a candidate who qualifies and agrees to participate in an approved internship program in the region of the school district

### Efforts to Certify, Assign, and Develop Fully Qualified Personnel

Has your agency established a District Intern program?

☒ Yes

☐ No

If no, explain. \_\_\_\_\_

Does your agency participate in a Commission-approved college or university internship program?

☒ Yes

☐ No

If yes, how many interns do you expect to have this year? \_\_\_\_\_

*40*

If yes, list each college or university with which you participate in an

internship program. *Impact; CSU Stanislaus; Project Pipeline; UOP; Univ of Phoenix; National; CSU Sacramento; Chapman; CSU Fresno; Chico*

If no, explain why you do not participate in an internship program.



# HUMAN RESOURCES MEMORANDUM

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

**From:** James Mousalimas, Assistant Superintendent

**Date:** June 14, 2007

**Subject:** Approve Agreement with Charles Spikes, Assistant Varsity Football Coach for the 2007-2008 School Year

**Background:** There is a need in the football program at West High for adequate supervision by knowledgeable coaches to ensure the players have a safe, educational and positive experience

**Rationale:** Beginning with the 2003-2004 school year, the Board approved West High School's use of ASB funds to contract the services of its current volunteer varsity football coaches. Mr. Spikes is uniquely qualified to assist and enhance the football program at West High due to his extensive football experience as a player and coach. He brings experience and enthusiasm that will ensure the overall success and safety of the program. Mr. Spikes' duties will consist of assisting with daily position assignments, scouting, equipment, fundraising, breaking down film and driving the District vans to away games.

This agenda item aligns with Strategic Goal #2, Creating and Maintaining a Safe and Supportive Learning Environment.

**Funding:** Expenses for the contracted assistant varsity football coach will be paid out of West High School's ASB account. Expenses will be paid at a flat rate of \$3,500 and will not exceed \$3,500 for the 2007-2008 school year.

**Recommendation:** Approve Agreement with Charles Spikes, (West High) for the 2007-2008 Football Season.

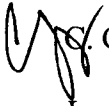
**Prepared by:** James Mousalimas, Assistant Superintendent for Human Resources





# BUSINESS SERVICES MEMORANDUM

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

**From:**  J. Goodall, Associate Superintendent for Business Services

**Date:** June 14, 2007

**Subject:** Approve Memorandum of Understanding between Tracy Unified School District and MATTHEWS LAND, INC., for the Collection of School Impact Fees.

**BACKGROUND:** This Memorandum of Understanding (MOU) for the Collection of School Impact Fees revises the agreement as approved at the September 14, 2004 whereby developers would pay for the impact of residential development on school facilities based on the greater of two (2) options. The revisions contained in this agreement include mitigation for impact on existing high school facilities necessitating interim housing and additional transportation for those students residing in the Mountain House community. The fee amounts have also been revised to reflect the base fees established in the MOU with Trimark Communities, LLC. Options are similar to the District's standard MOU, whereby the first option was the fee amount established as estimated Trimark Communities, LLC MOU representing a large portion of the Mountain House Community. The second option was based on the alternative fee which will be calculated as part of the Districts "School Facilities Needs Analysis."

**RATIONALE:** MATTHEWS LAND, INC. requested that the District enter into an MOU for school facilities. The attached agreement has been sent to MATTHEWS LAND, INC. for their review and approval. They are in agreement with the terms and conditions as outlined in the agreement for the properties indicated on the attached map.

**FUNDING:** Proceeds from mitigation of new residential units will be deposited in the Developer Fee Fund.

**TIMING:** Once the MOU is approved and signed, it will be recorded. Collection of the mitigation amount will commence based on the condition selected by the developer which is either: at the time the residential building permit is issued or when the completed residential unit has closed escrow.

**RECOMMENDATIONS:** Approve Memorandum of Understanding between Tracy Unified School District and MATHEWS LAND, INC. for the Collection of School Impact Fees.

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

RECORDING REQUESTED BY  
AND WHEN RECORDED RETURN TO:

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

------(SPACE ABOVE THIS LINE FOR RECORDER'S USE)-----

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is entered into by and between the Tracy Joint Unified School District (hereinafter the "District") and Matthews Land, Inc., a California Corporation (hereinafter "Owner") as of the \_\_\_\_\_ day of \_\_\_\_\_, 2007.

RECITALS

A. Owner is the owner of undeveloped property (the "Property") which is located within the boundaries of the District and which is described more fully on Exhibit "A", attached hereto and made a part of this MOU.

B. Development of the Property consistent with existing and/or proposed land use approvals will require the provision of additional school facilities necessary to serve the student population to be generated as a result of such development.

C. District lacks adequate school facilities to provide necessary educational services due to severe overcrowding caused by new residential development and other contributing factors, and the District lacks the necessary funding from state and local sources to fund the construction of new school facilities. Nevertheless, District still has the legal obligation to provide public school educational services for students in grades kindergarten through 12.

D. District and Owner have determined that it is in their mutual best interests to enter into this MOU for the purpose of financing allowable costs of school facilities necessary to serve the student population generated by development of the Property.

E. The Property will be used for the construction of a residential project consisting of 281 single family residential units and no multifamily units on 56.3 acres of land (the "Project").

F. Owner's participation and cooperation in implementing this MOU is intended to constitute partial mitigation of the impact of the development of Owner's Property upon the District instead of any fee, charge, dedication, or other requirement which the District might have imposed pursuant to California Government Code Section 65995 (including 65995.5 and 65995.7) or California Education Code Section 17620. District agrees that full compliance with this MOU constitutes all of the mitigation required from Owner, and District will seek no other form of payment, fee, charge, dedication, other requirement or mitigation from Owner for this Project.

NOW, THEREFORE, the parties hereto agree as follows:

1. Recitals Incorporated. The Recitals set forth above are deemed to be true and correct and are incorporated in full into this MOU.

2. Mitigation and Mitigation Alternatives. Owner hereby agrees to mitigate the impact of the Project upon the District by paying the greater of: (i) Level 2 Fees as authorized by Government Code 65995.5 or Level 3 Fees as authorized by Government Code 65995.7, as authorized by Board resolution after adoption of a School Facilities Needs Analysis prepared in accordance with Government Code 65995.6; or (ii) the mitigation fees indicated in Section 2(a).

a. Payment of a Mitigation Fee in the amount of Four Thousand Nine Hundred Sixty and 27/100s (\$4,960.27) for the high school portion of a single-family detached residential unit and/or One Thousand One Hundred Ninety-Six and 82/100s (\$1,196.82) for a multi-family attached residential unit, at the time a Certificate of Compliance is sought for a building permit on any residential unit.

3. Waiver of Protest. Mitigation Payments made by Owner in accordance with Section 2 are done so without protest. Owner voluntarily enters into this MOU and knowingly and willingly waives the right of protest as may be afforded by Government Code Sections 66020, 66021, or 66022. Owner agrees that Owner will not initiate or participate in any litigation brought against the District or the County of San Joaquin related to the Mitigation Fee imposed under this MOU.

4. Receipt of State Funding. Owner and District agree that, should District receive any funding from any state entities from any state bond sale or other state program, District shall be entitled to retain one hundred percent (100%) of that state funding amount to be used for educational facilities only, and Owner shall not be entitled to any offset against any Mitigation Payments made under this MOU.

5. Adjustment to Mitigation Amounts. The Mitigation Fee shall be adjusted every year commencing on January 1, 2008, using the Index used by the Office of Public School Construction in determining construction cost increases for the State School Facility Program for the immediately preceding 12-month period. In addition, if at the time the Owner seeks a Certificate of Compliance, the District has reduced the Mitigation Fee to an amount less than that set forth in Section 2; Owner shall only be required to pay the lesser amount then in effect.

6. Interim Facilities.

a. Developer / Owner shall be required to provide funding to the District that will be used by the District to pay for the lease and installation of the Project's pro rata share (based on Exhibit "1") of portable classrooms (the "Interim Facilities") as required to service the students generated at District High School until the Mountain House High School opens. District shall be solely responsible for making the lease payments on the Interim Facilities and for obtaining Interim Facilities; provided, however, the full cost incurred by the District as set out on Exhibit "2" to this MOU for the Interim Facilities shall be funded to the District by Developer /Owner. District shall not add any markups to the actual lease payments required or costs incurred by District for the Interim Facilities. It shall be the District's first priority, and District shall use best efforts, to obtain and lease Interim Facilities through the State Relocatable Classroom Program ("State Leased Portables"). If the District, after best efforts, is unable to obtain and lease Interim Facilities through the State Relocatable Classroom Program, the District shall obtain and lease privately owned Interim Facilities. Developer / Owner shall also fund, in connection with the Interim Facilities, the delivery costs of the Interim Facilities, which costs are not included in Exhibit "1". If District cannot obtain State Leased Portables, District agrees to obtain three (3) quotes, if available, and to select the lowest quote, taking into account the total amount for delivery, lease payments, disassembly, return fees, and installation (as more fully described below), subject to the District's timing needs for having the Interim Facilities in place for the next school year. District agrees to complete the process for obtaining quotes and selecting the lowest quote no later than March 31 of each year.

b. Installation of the Interim Facilities at District High School is included in Exhibit "1". Installation includes all reasonable costs associated with direct site pad preparation for the Interim Facilities, installation, utility hook-ups, architectural fees, inspection fees, and permits. District agrees not to add any additional costs to the actual costs incurred.

c. When the Interim Facilities are no longer needed at a District High School because Mountain House High School has opened, Developer / Owner shall be required to fund to District the actual direct costs incurred by District in connection with the restoration of the portion of District High School site where the Interim Facilities were located to its original condition, reasonable wear and tear excepted. The costs of site restoration are not included in Exhibit "1".

d. If any of the Interim Facilities at District High School were obtained and leased from a private company, Developer / Owner shall be required to fund to District the full costs incurred by District to: (i) rehabilitate the Interim Facilities to the same condition as when delivered, and (ii) to remove the Interim Facilities and return them to the private company. These costs are not included in Exhibit "1".

Notwithstanding anything to the contrary in this MOU, Developer / Owner shall have no obligation to fund the costs of rehabilitating the Interim Facilities for anything beyond normal wear and tear. Any costs of rehabilitation for damage beyond normal wear and tear (including, but not limited to, casualty, loss, vandalism, or damage caused by negligence), no matter what the cause, shall not be the responsibility of Developer /Owner and shall be the responsibility of the District.

e. If any of the Interim Facilities at District High School were State Leased Portables, the State will pay the cost of removal, and this shall not be a cost to the Developer /Owner, but Developer / Owner shall fund to District the costs of rehabilitating the State Leased Portables to State standards as set forth in the OPSC State Relocatable Program Handbook. Notwithstanding anything to the contrary in this-MOU, Developer / Owner shall have no obligation to fund the costs of rehabilitating the Interim Facilities (whether State leased or otherwise) for anything beyond normal wear and tear. Any costs of rehabilitation for damage beyond normal wear and tear (including, but not limited to casualty loss, vandalism or damage caused by negligence), no matter what the cause shall not be the responsibility of the Developer / Owner and shall be the responsibility of the District. These rehabilitation costs attributable to the Developer / Owner are not included in Exhibit "1". Any State reimbursement directly related to State Leased Portable costs which were included under Exhibit "1" will remain with the District and shall not be paid to Developer / Owner. Any State reimbursements directly related to State leased portable costs which were not included under the revised Exhibit "1" will be reimbursed to the Developer / Owner.

f. Funding for the Project's pro rata share of transportation vehicles (buses) as required to transport students generated from the Project to a District High School as included in the revised Exhibit "1" to the MOU.

g. District shall be responsible at its sole costs and expense, to insure the Interim Facilities, and maintain the Interim Facilities (including, but not limited to, roof, HVAC, including electrical and lighting, and other related systems that are part of the Interim Facilities) to District's standards. If the Interim Facilities (including but not

limited to, roof, HVAC, and other related systems that are part of the Interim Facilities) (whether State leased or otherwise), are damaged when delivered or otherwise in need of repair, Developer / Owner shall have no obligation to fund to District costs in connection with the repair or rehabilitation of any preexisting damage or disrepair, all of which shall be District's responsibility. In addition, if District fails to maintain the Interim Facilities, to District's standards, any wear and tear that could have been avoided by proper maintenance of the Interim Facilities (including, but not limited to roof, HVAC, including electrical and lighting, and other related systems that are part of the Interim Facilities) shall not be considered normal wear and tear, and shall be the sole responsibility of District.

h. District shall invoice Developer / Owner each January and July for the next six months' lease payments on the Interim Facilities, and Developer / Owner shall pay that invoice within thirty (30) days. District shall invoice Developer / Owner for other costs incurred, which are not covered under the revised Exhibit "1" and which are listed in Exhibit 2 to this MOU, such as delivery fees, rehabilitation costs, and return fees, upon receipt, and Developer / Owner shall, pay such invoices (or portions thereof owed by Developer / Owner) within thirty (30) days of receipt. District will provide the documentation supporting the invoices as well as the invoices to Owner.

7. No Protest. So long as Owner is not in breach of any of the terms of this MOU, District shall not challenge or object to any legislative or adjudicative approvals Owner may seek to process with respect to the Property or the Project through the County and/or Mountain House Community Services District ("MHCS D"), including Growth Management allotments. In consideration for Owner undertaking to pay the Mitigation



Fee, Level 2 Fee or Level 3 Fee (as appropriate) District will provide certification, if and when required, to the County of San Joaquin that District determines that Owner's participation and cooperation in implementing this MOU will mitigate the impact of the Project and no other fee, charge, dedication, or other requirement under either the California Code or California Education Code is necessary.

8. Binding on Successors and Assigns. This MOU shall be binding upon and shall inure to the benefit of the respective successors and assigns of the parties. The Owner's obligation to pay the amounts set forth in Section 2 shall run with the land and shall be enforceable against future Owners of the Property. This MOU shall be recorded.

9. Attorneys' Fees. If any suit, action or proceeding in law or equity is brought to enforce the provisions of this MOU, the prevailing party shall be entitled to reasonable costs and attorneys' fees.

10. Entire Agreement. This MOU constitutes the entire understanding of the parties regarding the subject matter hereof. The MOU may be amended only by a writing executed by both parties.

11. Authority to Enter into Agreement. Owner and District certify that they are legally empowered to enter into this MOU. Owner has presented satisfactory written proof to the District that it is the owner of the Property and is authorized to enter into this MOU. District has authorized the Associate Superintendent, Business Services, by Board of Education action, to enter into this MOU.

12. Notices. Any notice to either party shall be in writing and given by delivering the same to such party in person or by sending the same by registered mail, return receipt requested with postage prepaid to the following addresses:

If to District: Tracy Joint Unified School District  
1875 W Lowell Avenue  
Tracy CA 95376

If to Owner: Matthews Land, Inc.  
Attn: Roy Van Dorst  
3202 W. March Lane, Suite A  
Stockton, CA 95219

Either party may change its mailing address at any time by giving written notice of such changes to the other party in the manner provided herein.

13. Severability. If any provision of this MOU shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining portions hereof shall not in any way be affected or impaired thereby.

14. Time. Time is of the essence of this MOU and each and every term, provision and condition.

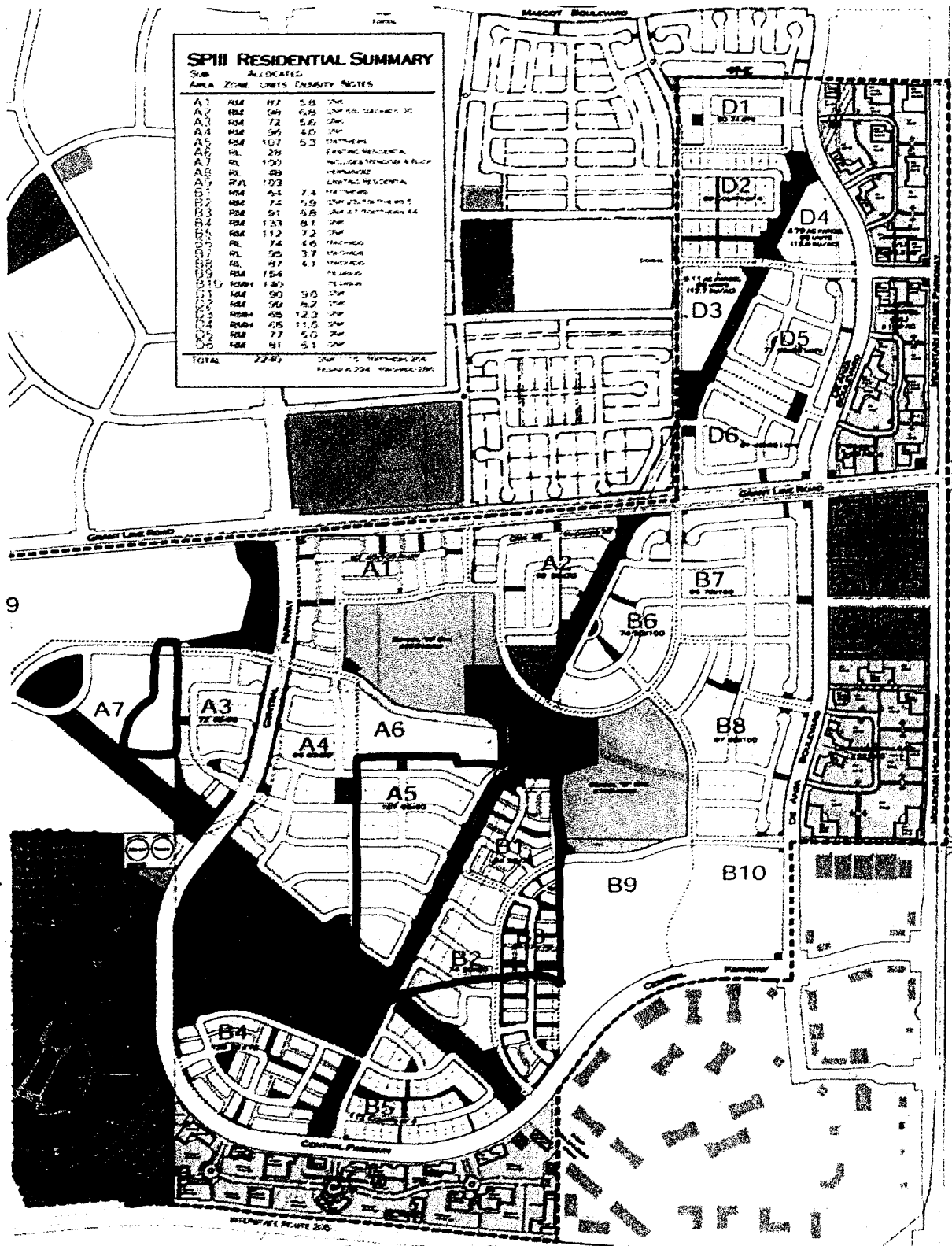
IN WITNESS WHEREOF the parties hereto have executed this MOU on the day and year first above-written.

TRACY JOINT UNIFIED  
SCHOOL DISTRICT

MATTHEWS LAND, INC.,  
a California Corporation

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

By: \_\_\_\_\_  
Roy Van Dorst  
Owner



## COLLEGE PARK

PREFERRED PLAN - 14 MARCH 2005

### LEGEND:

- POINT
- LANDSCAPED OPEN SPACE
- SCHOOLS
- RESIDENTIAL AND OFFICE CORRIDOR
- LIMITED RESIDENTIAL A/C
- SUPERBLOCK BOUNDARY
- SPECIFIC PLAN BOUNDARY

1" = 300'

NOTES:  
 1. THE PLAN IS A PRELIMINARY PLAN AND IS NOT TO BE USED FOR CONSTRUCTION.  
 2. THE PLAN IS A PRELIMINARY PLAN AND IS NOT TO BE USED FOR CONSTRUCTION.  
 3. THE PLAN IS A PRELIMINARY PLAN AND IS NOT TO BE USED FOR CONSTRUCTION.



GERRY KAMILOS, LLC  
 MATTHEWS COMPANY  
 HOLDINGS AT MOUNTAIN HOUSE  
 SAN JOAQUIN COUNTY

**MACKEY & SORPIS**

## EXHIBIT A

The land referred to is situated in the unincorporated area of the County of San Joaquin, State of California, and is described as follows:

### PARCEL I:

A portion of the South one-half (S 1/2) of the Southeast one-quarter (SE 1/4) of Section Seventeen (17), Township 2 South, Range 4 East, Mount Diablo Base and Meridian, and more particularly described as follows:

Beginning at the Northeast corner of the South one-half (S 1/2) of the Southeast one-quarter (SE 1/4) of the above-mentioned Section Seventeen (17); thence South along the East line of said Southeast one-quarter (SE 1/4), 785 feet to the center line of Byron Bethany Irrigation Canal; thence Westerly along the center of canal, 350 feet, more or less, thence continuing along the center of said canal as it curves Northerly and Northeasterly about 800 feet to a point where the canal crosses the North line of the South one-half (S 1/2) of said Section Seventeen (17) to a point approximately 115 feet Westerly from the point of beginning; thence Easterly along the North line of the South one-half (S 1/2) of the Southeast one-quarter (SE 1/4) of Section Seventeen (17), to the point of beginning, and containing three (3) acres, more or less.

### PARCEL II:

A right of way for roadway purposes over the following described strip:

A portion of the Southeast one-quarter (SE 1/4) of Section Seventeen (17), Township 2 South, Range 4 East, Mount Diablo Base and Meridian, and more particularly described as follows:

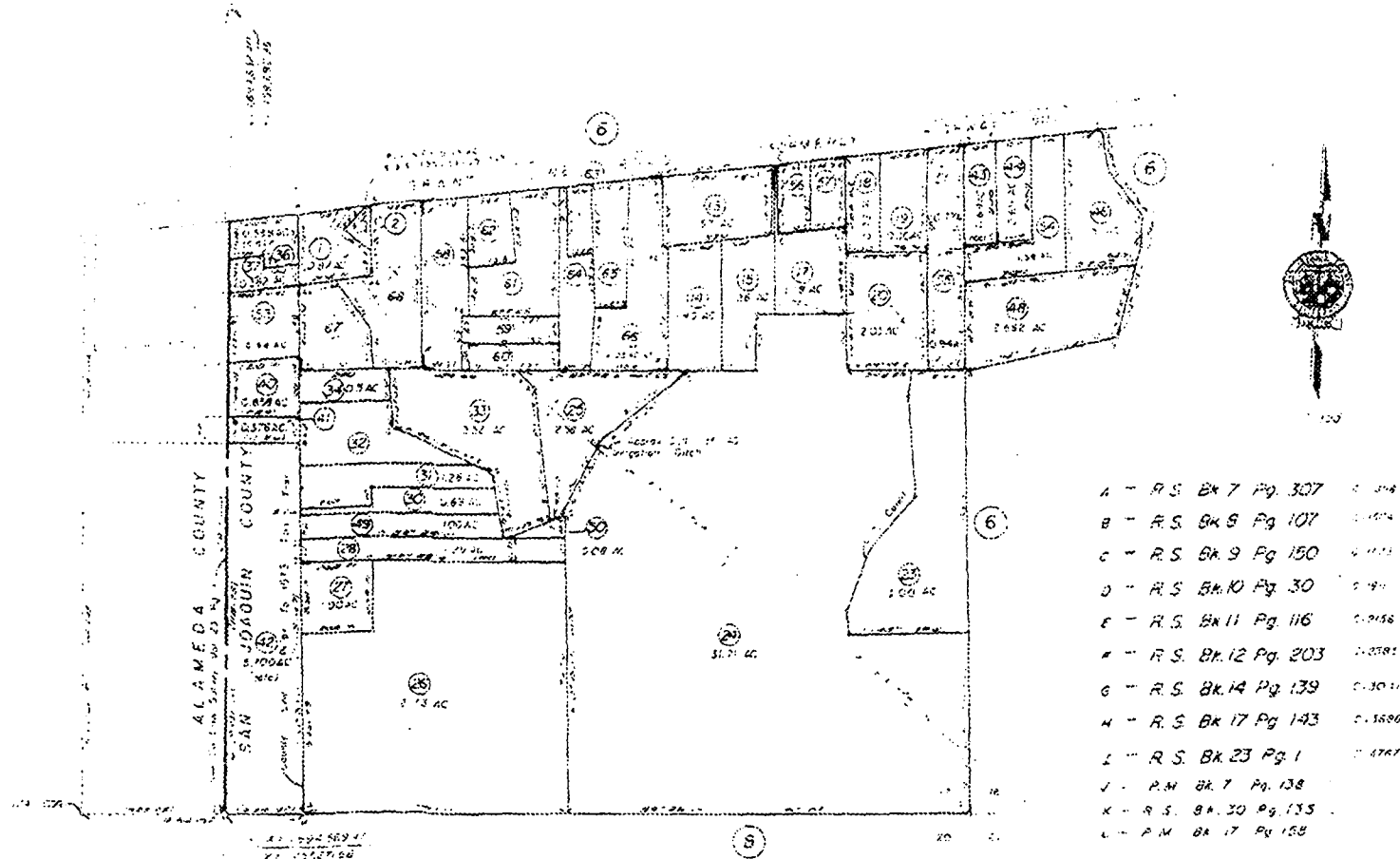
Beginning at a point on the South line of State Highway 50, said point being South 84° 50' West 112.44 feet along said South line of Highway from the East line of Section 17; said point of beginning being the Northeast corner of the property described in Deed to Fred H. Reid, et ux, recorded November 18, 1949, Recorder's Instrument No. 28749; thence South 0° 01' 30" East along the East line of said mentioned Reid property and its Easterly line extended Southerly, 660.50 feet to the North line of the South one-half (S 1/2) of the Southeast one-quarter (SE 1/4) of Section Seventeen (17); thence South 89° 22' 30" East along the 1/4-1/4 section line 23.00 feet; thence North 0° 01' 30" West parallel with the East line of said mentioned Reid property and its extension Southerly, 662.83 feet to the South line of State Highway 50; thence along the South line of Highway, South 84° 50' West 23.09 feet to the point of beginning.

APN: 209-070-23

POR. S.E 1/4 OF SEC 17 T2S.R4E.  
POR. S.W 1/4 OF SEC 16 T2S.R4E.

THIS MAP FOR  
ASSESSMENT USE ONLY

209-07



NOTES - Assessor's Parcel Numbers Shown in Circles Assessor's Map Bk 209 Pg 07 DEC

1991

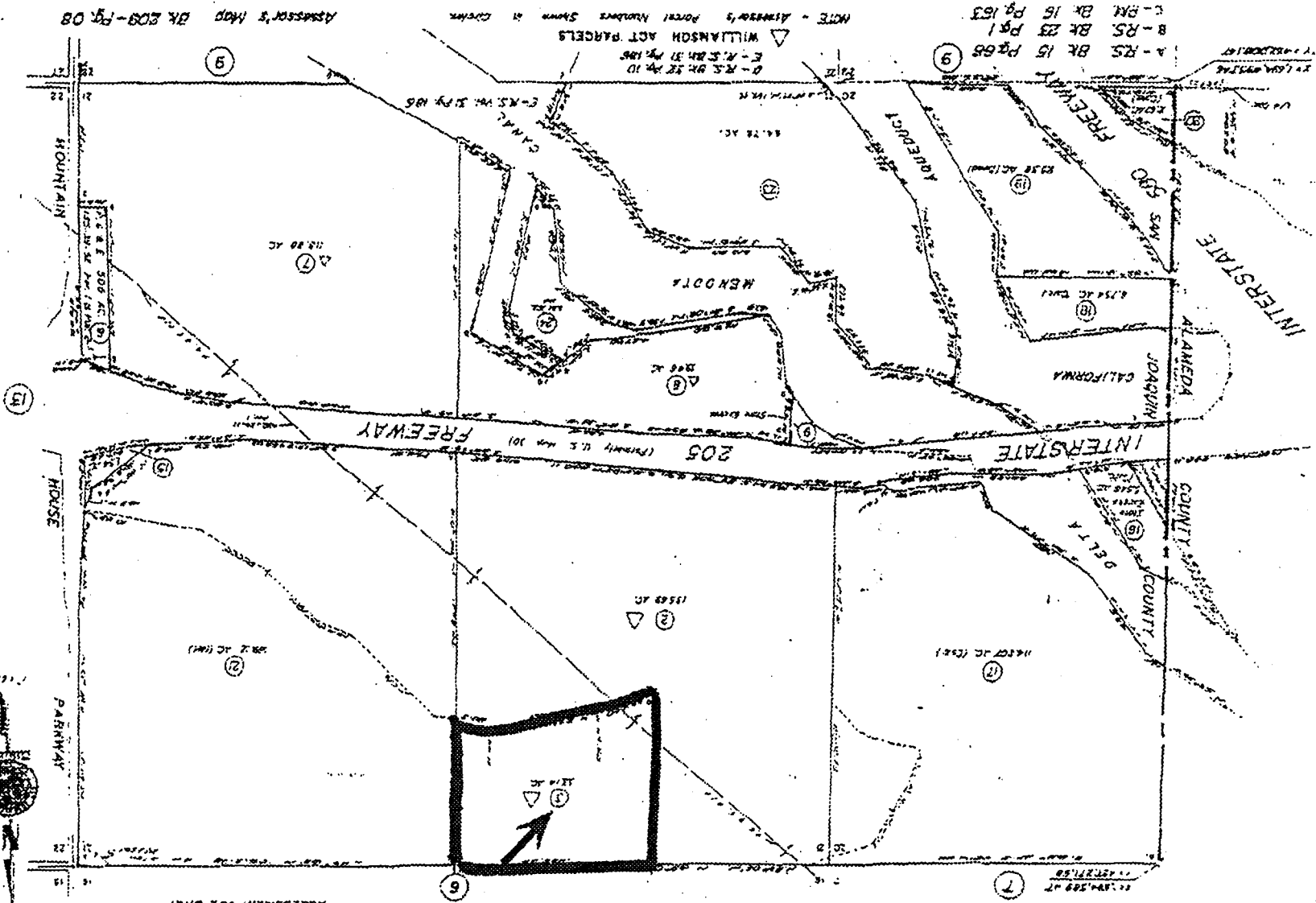
NOTICE...This is neither a plat nor a survey, it is furnished merely as a convenience to aid you in locating the land indicated hereon with reference to streets and other land, no liability is assumed by reason of any reliance hereon.

LEGAL DESCRIPTION OF THE PROPERTY  
UNDER THE CONTROL OF DEVELOPER

# EXHIBIT A-1

MAP

NOTICE This is neither a plat nor a survey. It is furnished merely as a convenience to and you in locating the land indicated hereon with reference to streets and other land. No liability is assumed by reason of any reference hereon.



POR. SECTION 20 B ECTION 21 T.2.S.R.4.E. 209 08

THIS MAP FOR ASSESSMENT USE ONLY

**EXHIBIT A - 2**  
**LEGAL DESCRIPTION**

The land referred to is situated in the unincorporated area of the County of San Joaquin, State of California, and is described as follows:

**PARCEL ONE:**

A portion of the Northwest 1/4 of Section 21, Township 2 South, Range 4 East, Mount Diablo Base and Meridian according to the Official Map thereof, more particularly described as follows:

**BEGINNING** at a 3/4 inch iron pipe at the Northeast corner of the Northwest 1/4 of said Section 21; thence along the North line of said Section 21, North 89° 06' 45" West 1395.67 feet to a one inch iron pipe; thence leaving said North line of Section 21 South 0° 28' 18" West 1212.80 feet to a 2" x 2" hub on the North line of the right of way of the Byron -Bethany Irrigation District Canal, said point being 25 feet North at right angles from the center line of said canal; thence along the North line of said canal, the following five sources:

- (1) North 69° 16' 59" East 398.70 feet;
- (2) Thence North 76° 30' 55" East 64.50 feet;
- (3) Thence North 83° 22' 46" East 729.53 feet;
- (4) Thence North 68° 53' 16" East 58.73 feet;
- (5) Thence South 77° 38' 06" East 180.21 feet;

To a 2" x 2" hub on the East line of said Northwest 1/4 of Section 21; thence along the East line of said Northwest 1/4 North 0° 36' East 988.45 feet to the point of beginning.

APN: 209-080-03

**PARCEL TWO:**

A portion of the Southwest 1/4 of Section 16, Township 2 South, Range 4 East, Mount Diablo Base and Meridian according to the Official Plat thereof, more particularly described as follows:

**BEGINNING** at a 3/4 inch iron pipe at the Southeast corner of the Southwest 1/4 of said Section 16; thence along the South line of said Section 16; North 89° 06' 45" West 1395.67 feet to a one inch iron pipe; thence leaving said South line of Section 16, North 0° 28' 18" East 975.67



feet to a point on the Southerly boundary of that certain 40 foot strip of land conveyed to the Byron - Pethany Irrigation District by Deed Recorded March 7, 1921 in Book A of Deeds, Book 469, Page 232, San Joaquin County Records; thence along the South line of said 40 foot strip, the following four courses:

- (1) South 67° 33' 45" East 248.22 feet;
- (2) South 75° 34' 45" East 192.76 feet;
- (3) Thence South 83° 22' 45" East 708.90 feet;
- (4) Thence South 69° 19' 45" East 291.78 feet;

To a point on the East line of the Southeast 1/4 of said Section 16; thence along said East line South 0° 29' 48" West 669.80 feet to the point of beginning.

EXCEPTING THEREFROM Parcels A, B, and C as shown on the Map filed for record in Book of Parcel Maps, Book 15, Page 37, San Joaquin County Records.

ALSO EXCEPTING THEREFROM the following described Parcel:

BEGINNING at the most Northerly corner of Parcel 1 as shown on that certain parcel map filed for Record January 8, 1990 in Book of Parcel Maps, Book 16, San Joaquin County Records, said point also being on the Southerly boundary of that certain 40 foot strip of land conveyed to the Byron - Bethany Irrigation District by Deed Recorded March 7, 1921 in Book A of Deeds, Book 469, Page 232, San Joaquin County Records; thence along said South line of said 40 foot strip South 83° 49' 51" East 306.78 feet to a point; thence leaving said South line South 0° 00' 08" West parallel with the East line of said Parcel 1, a distance of 269.16 feet to a point, thence North 89° 59' 52" feet to a point on the Southerly extension of the East line of Parcel C shown on that certain Parcel Map filed for Record August 9, 1987 in Book of Parcel Maps, Book 15, Page 37, San Joaquin County Records; thence North 0° 00' 08" East along said extension and said East line of Parcel C, 302.12 feet to the point of beginning.

APN: 209-060-40 & 41

**EXHIBIT A - 3**  
**LEGAL DESCRIPTION**

The land referred to is situated in the unincorporated area of the County of San Joaquin, State of California, and is described as follows:

**PARCEL ONE:**

A portion of the Northwest 1/4 of Section 21, Township 2 South, Range 4 East, Mount Diablo Base and Meridian according to the Official Map thereof, more particularly described as follows:

BEGINNING at a 3/4 inch iron pipe at the Northeast corner of the Northwest 1/4 of said Section 21; thence along the North line of said Section 21, North 89° 06' 45" West 1395.67 feet to a one inch iron pipe; thence leaving said North line of Section 21 South 0° 28' 18" West 1212.80 feet to a 2" x 2" hub on the North line of the right of way of the Byron -Bethany Irrigation District Canal, said point being 25 feet North at right angles from the center line of said canal; thence along the North line of said canal, the following five sources:

- (1) North 69° 16' 59" East 398.70 feet;
- (2) Thence North 76° 30' 55" East 64.50 feet;
- (3) Thence North 83° 22' 46" East 729.53 feet;
- (4) Thence North 68° 53' 16" East 58.73 feet;
- (5) Thence South 77° 38' 06" East 180.21 feet;

To a 2" x 2" hub on the East line of said Northwest 1/4 of Section 21; thence along the East line of said Northwest 1/4 North 0° 36' East 988.45 feet to the point of beginning.

APN: 209-080-03

**PARCEL TWO:**

A portion of the Southwest 1/4 of Section 16, Township 2 South, Range 4 East, Mount Diablo Base and Meridian according to the Official Plat thereof, more particularly described as follows:

BEGINNING at a 3/4 inch iron pipe at the Southeast corner of the Southwest 1/4 of said Section 16; thence along the South line of said Section 16; North 89° 06' 45" West 1395.67 feet to a one inch iron pipe; thence leaving said South line of Section 16, North 0° 28' 18" East 975.67

**ORDER NO. : 1211007469-CV**

feet to a point on the Southerly boundary of that certain 40 foot strip of land conveyed to the Byron - Pethany Irrigation District by Deed Recorded March 7, 1921 in Book A of Deeds, Book 469, Page 232, San Joaquin County Records; thence along the South line of said 40 foot strip, the following four courses:

- (1) South 67° 33' 45" East 248.22 feet;
- (2) South 75° 34' 45" East 192.76 feet;
- (3) Thence South 83° 22' 45" East 708.90 feet;
- (4) Thence South 69° 19' 45" East 291.78 feet;

To a point on the East line of the Southeast 1/4 of said Section 16; thence along said East line South 0° 29' 48" West 669.80 feet to the point of beginning.

EXCEPTING THEREFROM Parcels A, B, and C as shown on the Map filed for record in Book of Parcel Maps, Book 15, Page 37, San Joaquin County Records.

ALSO EXCEPTING THEREFROM the following described Parcel:

BEGINNING at the most Northerly corner of Parcel 1 as shown on that certain parcel map filed for Record January 8, 1990 in Book of Parcel Maps, Book 16, San Joaquin County Records, said point also being on the Southerly boundary of that certain 40 foot strip of land conveyed to the Bryron - Bethany Irrigation District by Deed Recorded March 7, 1921 in Book A of Deeds, Book 469, Page 232, San Joaquin County Records; thence along said South line of said 40 foot strip South 83° 49' 51" East 306.78 feet to a point; thence leaving said South line South 0° 00' 08" West parallel with the East line of said Parcel 1, a distance of 269.16 feet to a point, thence North 89° 59' 52" feet to a point on the Southerly extension of the East line of Parcel C shown on that certain Parcel Map filed for Record August 9, 1987 in Book of Parcel Maps, Book 15, Page 37, San Joaquin County Records; thence North 0° 00' 08" East along said extension and said East line of Parcel C, 302.12 feet to the point of beginning.

APN: 209-060-40 & 41

EXHIBIT A- #3  
PAGE 2

The land referred to in this Report is situated in the unincorporated area of the County of San Joaquin, State of California and is described as follows:

The land referred to is situated in the State of California, County of San Joaquin, an unincorporated area, and is described as follows:

Parcel I: A portion of the South one-half (S 1/2) of the Southeast one-quarter (SE 1/4) of Section Seventeen (17), Township 2 South, Range 4 East, Mount Diablo Base and Meridian, and more particularly described as follows:

Beginning at the Northeast corner of the South one-half (S 1/2) of the Southeast one-quarter (SE 1/4) of the above-mentioned Section Seventeen (17); thence South along the East line of said Southeast one-quarter (S 1/4), 785 feet to the center line of Byron Bethany Irrigation Canal; thence Westerly along the center of canal 350 feet, more or less, thence continuing along the center of said canal as it curves Northerly and Northeasterly about 800 feet to a point where the canal crosses the North line of the South one-half (S 1/2) of said Section Seventeen (17) to a point approximately 115 feet Westerly from the point of beginning; thence Easterly along the North line of the South one-half (S 1/2) of the Southeast one-quarter (SE 1/4) of Section Seventeen (17), to the point of beginning, and containing three (3) acres, more or less.

Parcel II: A right of way for roadway purposes over the following described strip:

A portion of the Southeast one-quarter (SE 1/4) of Section Seventeen (17), Township 2 South, Range 4 East, Mount Diablo Base and Meridian, and more particularly described as follows:

Beginning at a point on the South line of State Highway 50, said point being South 84° 50' West 112.44 feet along said South line of Highway from the East line of Section 17; said point of beginning being the Northeast corner of the property described in Deed to Fred H. Reid, et ux, recorded November 18, 1949, Recorder's Instrument No. 28749; thence South 0° 01' 30" East along the East line of said mentioned Reid property and its Easterly line extended Southerly, 660.50 feet to the North line of the South one-half (S 1/2) of the Southeast one-quarter (SE 1/4) of Section Seventeen (17); thence South 89° 22' 30" East along the 1/4-1/4 section line 23.00 feet; thence North 0° 01' 30" West parallel with the East line of said mentioned Reid property and its extension Southerly, 662.83 feet to the South line of State Highway 50; thence along the South line of Highway, South 84° 50' West 23.09 feet to the point of beginning.

APN: 209-070-23

PARCEL ONE

A portion of the South 1/2 of the Southeast 1/4 of Section Seventeen (17), Township Two (2) South, Range Four (4) East, Mount Diablo Base and Meridian, more particularly described as follows:

Beginning at a point on the East line of the Southeast 1/4 of Section 17, Township 2 South, Range 4 East, Mount Diablo Base and Meridian, 785 feet South of the Northeast corner of the South 1/2 of the Southeast 1/4 of the said Section 17, and in the center line of Byron-Bethany Irrigation Canal; thence Westerly along the center of canal, 350 feet, more or less; thence continuing along the center of said canal as it curves Northerly and Northeasterly about 800 feet to a point where the canal crosses the North line of the South 1/2 of the Southeast 1/4 of said Section 17; thence Westerly along the North line of the South 1/2 of the Southeast 1/4 of said Section 17, 668 feet, more or less, to the center line of the Byron-Bethany Irrigation Canal; thence along the center of said canal in a Southwesterly course, 500 feet, more or less, to a point which intersects the Northerly extension of the Easterly boundary line of that certain property described in Deed to Ottis Crider, et al, recorded July 13, 1950, Document No. 20196; thence Southerly along the said Northerly extension line and along the Easterly boundary line of Crider property, 872 feet, more or less, to a point on the South line of Section 17, Township 2 South, Range 4 East, Mount Diablo Base and Meridian; thence Easterly along the South line of said Section 17, 1190.07 feet to the Southeast corner of said Section 17; thence Northerly along the East line of said Section 17, to the point of beginning.

EXCEPT the interest as conveyed to the Byron-Bethany Irrigation Company in Deed recorded on September 22, 1917 in Book "A", Vol. 317 of Deeds, Page 138, San Joaquin County Records.

APN: 209-070-24 (portion)

PARCEL TWO

A portion of the Southeast 1/4 of Section 17, Township 2 South, Range 4 East, Mount Diablo Base and Meridian, described as follows:

Beginning at a point on the South line of State Highway No. 50 (known as Lincoln Highway) distant thereon South 84° 50' West, 350 feet from the East line of said 1/4, said point also being the Northeast corner of the land described in the Deed to Garland L. Bedford, et ux, dated September 25, 1947, recorded October 8, 1947

Page 2 of 16 Pages

ORT 3158-B

OLD REPUBLIC TITLE COMPANY  
ORDER NO. 1211007772-SM

in Vol. 1098 of Official Records, Page 87, San Joaquin County Records; thence Southerly along the East line of said Bedford land, 636.53 feet to the Southeast corner thereof, and being the true point of beginning of the within described tract of land; thence Northerly along the East line of said Bedford land, 170 feet; thence North 89° 22' 33" West parallel to the South line of said Bedford land, 275 feet; thence Southerly parallel to the East line of said Bedford land, 170 feet to the South line thereof; thence South 89° 22' 30" East along the South line of said Bedford land, 275 feet to the point of beginning.

EXCEPTING FROM Parcels One and Two above any and all minerals and mineral rights.

APN: 209-070-24 (portion)

PARCEL THREE

A non-exclusive right of way for roadway purposes over the following described property:

The North 50 feet of the West 50 feet of the following:

A portion of the South 1/2 of the Southeast 1/4 of Section Seventeen (17), Township Two (2) South, Range Four (4) East, Mount Diablo Base and Meridian, more particularly described as follows:

Beginning at the Northeast corner of the South 1/2 of the Southeast 1/4 of the above mentioned Section 17; thence South along the East line of said Southeast 1/4, 785 feet to the center line of Byron-Bethany Irrigation Canal; thence Westerly along the center of canal, 350 feet, more or less; thence continuing along the center of said canal as it curves Northerly and Northeasterly about 800 feet to a point where the canal crosses the North line of the South 1/2 and the Southeast 1/4 of said Section 17, to a point approximately 115 feet Westerly from the point of beginning; thence Easterly along the North line of the South 1/2 of the Southeast 1/4 of Section 17 to the point of beginning.

PARCEL FOUR

A non-exclusive right of way for roadway purposes over the following described strip:

A portion of the Southeast 1/4 of Section 17, Township 2 South, Range 4 East, Mount Diablo Base and Meridian, more particularly described as follows:

Beginning at a point on the South line of State Highway 50, said point being South 84° 50' West, 112.44 feet along the said South line of highway from the East line of Section 17; said point of beginning being the Northeast corner of the property described in Deed to Fred H. Reid, et ux, recorded November 18, 1949, Recorder's Instrument No. 28749; thence South 0° 01' 30" East along the East line of said mentioned Reid property and its Easterly line extended Southerly 660.50 feet to the North line of the South 1/2 of the Southeast 1/4 of Section 17; thence South 89° 22' 30" East along the 1/4 - 1/4 Section line, 23.00 feet; thence North 0° 01' 30" West parallel with the East line of said mentioned Reid property and its extension Southerly, 662.83 feet to the South line of State Highway 50; thence along the South line of highway, South 84° 50' West, 23.09 feet to the point of beginning.

NOTE: Parcel Three and Parcel Four herein described are only being included so as to avoid the Company being the cause of excluding them from deeds or encumbrances, but NO INSURANCE is to be provided as to said parcels.

STATE OF CALIFORNIA )  
 ) ss.  
County of \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_, before me, \_\_\_\_\_,  
Notary Public, personally appeared ASSOCIATE SUPERINTENDENT BUSINESS  
SERVICES, TRACY JOINT UNIFIED SCHOOL DISTRICT, 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.

\_\_\_\_\_  
My Commission expires:

STATE OF CALIFORNIA )  
 ) ss.  
County of \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_, before me, \_\_\_\_\_,  
Notary Public, personally appeared ROY VAN DORST, Owner, MATTHEWS LAND,  
INC., a California Corporation, 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.

\_\_\_\_\_  
My Commission expires:

EXHIBIT "1"

Matthews Land, Inc./SPECIFIC PLAN III/MT. HOUSE COMMUNITY  
HIGH SCHOOL STUDENT GENERATION AND FACILITIES PHASING  
(GENERATION RATES PER SFNA)

**CUMULATIVE UNITS ABSORBED**

|                                    | YEAR 2007 | YEAR 2008 | YEAR 2009 | YEAR 2010 | TOTAL |
|------------------------------------|-----------|-----------|-----------|-----------|-------|
| <b>RESIDENTIAL Unit Categories</b> |           |           |           |           |       |
| Medium Density (RM)                | 0         | 100       | 100       | 81        | 281   |
| Medium High Density (RMH)          |           |           |           |           | 0     |
| Mandated 2nd Units in RM           |           |           |           |           | 0     |
| <b>TOTAL</b>                       | 0         | 100       | 100       | 81        | 281   |

**CUMULATIVE STUDENTS GENERATED**

|                                      | SGF |   |    |    |    |    |
|--------------------------------------|-----|---|----|----|----|----|
| Single Family                        | .27 | 0 | 27 | 27 | 22 | 76 |
| Multi-Family                         | .14 | 0 | 0  | 0  | 0  | 0  |
| <b>Cumulative Students Generated</b> |     | 0 | 27 | 27 | 22 | 76 |

**PHASING OF HIGH SCHOOL COSTS**

|                                                                           |   |           |          |          |
|---------------------------------------------------------------------------|---|-----------|----------|----------|
| Number of buildings                                                       | 0 | 1         | 1        | 1        |
| (a) Pre-Construction Portables                                            |   | \$34,000  | \$34,000 | \$34,000 |
| Estimated @30,000 cost per building plus \$4,000 annual rent per building |   |           |          |          |
| Number of buses                                                           |   | 1         |          |          |
|                                                                           |   | \$107,000 |          |          |

Notes:

1. Each Single-family unit equals 1 EDU and each multi-family unit equals 0.24 EDU's. An EDU is assumed to exist upon final close of escrow for a residential unit.
2. "Single family" means a building with three or less units. "Multi-family" means a building with four or more units.
3. The phasing of costs shall be based on actual and projected high school students in each year. Developer to reimburse District for all costs incurred prior to incremental enrollment of additional 27 students, which is the equivalent to one classroom.
4. Costs include site prep, on-ans-off site support facility costs, and soft costs. Developer will also pay cost to lease State protables in each year as determined by actual enrollment. Developer will also pay cost to deliver, return, or rehabilitate of leased portables. Developer will pay cost to restore District High School to original condition.



## **Exhibit 2**

### **Costs to be borne by Owner whether or not they are listed on Exhibit 1**

1. Costs directly and reasonably incurred by District in connection with the Interim Facilities including:

- lease payments (in accordance with Section 6a);
- delivery costs (in accordance with Section 6a);
- installation costs (in accordance with Section 6b);
- restoration costs in rehabilitating the a District High School where the Interim Facilities were located (in accordance with Section 6c);
- costs to rehabilitate and remove the Interim Facilities if leased from a private company (in accordance with Section 6d);
- costs to rehabilitate the Interim Facilities if State Leased Portables (in accordance with Section 6e);



# BUSINESS SERVICES MEMORANDUM

**To:** James Franco, Superintendent  
**From:** C. Goodall, Assistant Superintendent for Business  
**Date:** June 26, 2007

**SUBJECT:** Approve Extension of Heating, Ventilation, and Air Conditioning Preventive Maintenance Program through December of 2007

**Background:** On June 12, 2007 the Board was presented an update on the Heating, Ventilation, and Air Conditioning Preventive Maintenance Program. The report showed mixed results in achieving the following goals, and made recommendations for the following year:

1. 98% of all HVAC units operational
2. 100% of all non-operational equipment to be repaired within twenty-four hours
3. 75 HVAC filters will be replaced each day
4. 15 HVAC units will be PM (Preventively Maintained) each day

**Rationale:** The report also included recommendations for the 2007-08 school year to include:

1. 99.6% of all HVAC units operational
2. 100% of all non-operational HVAC equipment to be repaired within twenty-four hours
3. If a non-operational unit is not repaired within forty-eight hours, the repair will be contracted out
4. Conduct Preventive Maintenance on 5 or more units per day, thus ensuring that every unit is serviced each year
5. Replace air filters in accordance with the appropriate replacement schedule

Staff recommends the project be temporarily continued through the month of December. The plan will be reassessed in December.

**Funding:** This project will cost approximately \$75,000 of one-time money.

**Recommendation:** Approve Extension of Heating, Ventilation, and Air Conditioning Preventive Maintenance Program through December of 2007.



**TRACY**  
UNIFIED SCHOOL DISTRICT

# BUSINESS SERVICES MEMORANDUM

**TO:** Dr. James Franco, Superintendent  
**FROM:** Dr. Casey Goodall, Assistant Superintendent for Business  
**DATE:** June 15, 2007  
**SUBJECT:** **Adopt Resolution No. 06-33 Declaring the Necessity for, and Authorizing the Initiation of, Eminent Domain Proceedings to Secure Property for Kimball High School Project; Including Approval of Addendum to Previously Adopted Environmental Impact Report**

**BACKGROUND:** Over the past several years the District has been planning for a new school along Lammers Road south of 11<sup>th</sup> Street. The configuration of the school has changed over time and it is now needed as a high school in order to relieve overcrowded conditions at the District's existing high schools; and also to provide high school capacity for anticipated growth in enrollment. During the planning process the District has complied with all the requirements for site approval and is continuing to work on construction documents that are expected to be submitted to the State Architect for review and approval for construction. The proposed construction start date is January 2008.

TUSD has already moved forward with the Resolutions of Necessity at the May 22, 2007 Board Meeting on three (3) parcels of land totaling approximately 54 acres. TUSD has also already approved an Environmental Impact Report for the Project (an addendum covers the property subject to this resolution). At the time the Board approved the three resolutions of necessity, District staff was unaware of certain changes to the Lammers Road alignment, which had an adverse effect on the site size. Based on the changes in the street layout mandated by the City of Tracy for the Gateway Development project, the District needs to acquire an additional 7 acres so that the site can support all of the classroom buildings, provide adequate parking and attain the recommended number of playfields for a high school that will house approximately 2,400 students. It is necessary to secure the additional 7 acres along the southern end of the other 3 parcels. This is due to the required alignment with the signaled intersection for the Gateway Development project which is located across the street from the Kimball High School site.

TUSD does not currently own the property for Kimball High School and has made an offer to the existing landowners based on the market value obtained from an appraisal that was conducted within the past six months. A letter was sent to property owners on June 11, 2007 providing notification of the District's intent to purchase the property. It gave the owners until June 26, 2007 at 4:30 pm the opportunity to accept our offer and proceed with the acquisition.

On June 11, 2007 a second letter was also sent notifying the property owners that the Board will be presented with a Resolution of Necessity at the June 26, 2007 Board meeting. If adopted, the Resolution will allow the Board to move forward with eminent domain proceedings for the additional seven acres in the event a voluntary agreement cannot be reached.

The following documents incorporated into this report are available for the Board of Trustees' deliberation and are a part of the record for the Resolutions of Necessity. (Given their volume, they are not attached but are available from staff for review.)

1. Offer Letter pursuant to Government Code section 2767.2
2. Notices of Intent to Adopt a Resolution of Necessity
3. Staff memorandum, and supplemental memorandum, in support of resolution no. 06-29
4. District School Site Evaluation.
5. Preliminary Site Plan for Kimball High School
6. Technical Memorandum: TJUSD Lammers Road School Wastewater Planning
7. Transportation Impact Analysis Lammers School Site
8. Lammers Road Site Storm Drainage Analysis
9. Technical Memorandum: TJUSD Lammers Road School Project Task 2: Water Supply Plan
10. California Department of Education School Facilities Planning Division School Site Selection and Approval Guide
11. Draft and Final Environmental Impact Report re Kimball High School, including the administrative record in support thereof and addendum re additional acreage.
12. Tracy Joint Unified School District Resolution No. 06-26 re Kimball High School
13. City of Tracy General Plan

**RATIONALE:** The District has complied with all the conditions and statutory requirements to exercise the power of eminent domain and staff will request the Board adopt the Resolutions of Necessity including the acquisition of the additional seven acres of property needed for the construction of the Kimball High School project.

**FUNDING:** Funding for the purchase of the property comes from Developer Fee Funds and funds received from the State School Facilities Program.

**RECOMMENDATION:** Adopt Resolution No. 06-33 Declaring the Necessity for, and Authorizing the Initiation of, Eminent Domain Proceedings to Secure Property for Kimball High School Project; Including Approval of Addendum to Previously Adopted Environmental Impact Report

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

## MEMORANDUM

TO: Board of Trustees  
Tracy Joint Unified School District

FROM: Addison Covert, District Counsel  
Patrick L. Enright

DATE: June 18, 2007 FILE NO.: 11153.001

RE: Addendum to EIR to Kimball School Site Development Project

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On April 24, 2007, the Board of Trustees approved a Final EIR for the Kimball School Site Development Project. Since the approval of the Final EIR, the city of Tracy has requested that the Lammers Road be realigned to improve traffic circulation throughout the area. The School District does not oppose the realignment, but the realignment will require that the TJUSD acquire an additional seven (7) acres for the Project. This permits additional parking spaces, as well as more space for recreational facilities and the realignment of the Stadium to accommodate the bleachers for the Stadium. There will be no changes to the proposed school facilities and there will be no changes to the capacity of the classrooms and recreational facilities.

The proposal is to approve an addendum to the EIR to include the additional acreage and realignment of Lammers Road. Addendums may be used to an EIR or a Negative Declaration when the lead agency (the Board in this case) determines that neither Project changes, changed circumstances, nor new information triggers the need for a subsequent EIR (or a supplement to an EIR).

CEQA Guidelines section 15164(a) provides that "the lead agency or responsible agency shall prepare an addendum to a previously certified EIR if some changes or additions are necessary but none of the conditions described in section 15162 calling for preparation of a subsequent EIR have occurred." The conditions described in section 15162 are as follows:

(1) Substantial changes are proposed in the Project which will require major revision of the previous EIR or negative declaration due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects;

(2) Substantial changes occur with respect to the circumstances under which the Project is undertaken which will require major revisions of the previous EIR or negative declaration due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects; or

(3) New information of substantial importance, which was not known and could not have been known with the exercise of reasonable diligence at the time other previous EIR was certified as complete or the negative declaration was adopted, shows any of the following:

(A) The Project will have one or more significant effects not discussed in the previous EIR or negative declaration;

(B) Significant effects previously examined will be substantially more severe than shown in the previous EIR;

(C) Mitigation measures or alternatives previously found not to be feasible would in fact be feasible and would substantially reduce one or more significant effects of the Project, but the Project proponents declare to adopt the mitigation measure or alternative; or

(D) Mitigation measures or alternatives which are considerably different from those analyzed in the previous EIR would substantially reduce one or more significant effects on the environment, but the Project proponents decline to adopt the mitigation measure or alternative.

Thus, as long as the pertinent Project changes, changed circumstances or new information does not require a subsequent EIR, TJUSD may prepare an addendum. The changes involved may be more than "minor" or "technical"; but as long as they do not rise to the level of changes requiring the preparation of a subsequent EIR, TJUSD may prepare an addendum. In this instance, the Board of Trustees may determine that the realignment of Lammers Road and the additional acreage will not require a supplemental EIR.

#### **Procedure for Preparing an Addendum**

The addendum need not be circulated for public review but can be included in or attached to the final EIR. (CEQA Guidelines section 15164(c); *See Also, Santa Teresa Citizen Action Group v. City of San Jose* (2003) 114 Cal.App.4<sup>th</sup> 689, 702) the Board shall consider the addendum with the final EIR prior to making a decision on the Project. A brief explanation of the decision not to prepare a subsequent EIR pursuant to Section 15162 should be included in an addendum to an EIR, with the Board's findings on the Project. The explanation must be supported by substantial evidence.

This office has prepared a draft addendum for the Board's consideration prior to (or in conjunction with) approving the acquisition of the additional seven (7) acres for the Project to allow for the realignment of Lammers Road. This may be adopted in the form of a separate resolution or as part of the Resolution approving the acquisition (or proceedings for the acquisition) of the property.

If you have any questions, please contact this office.

cc: Denise Wakefield



**TRACY UNIFIED SCHOOL DISTRICT  
RESOLUTION NO. 06-33**

**A RESOLUTION DECLARING THE NECESSITY FOR, AND AUTHORIZING THE  
INITIATION OF, EMINENT DOMAIN PROCEEDINGS TO SECURE PROPERTY FOR  
KIMBALL HIGH SCHOOL PROJECT  
(APN 240-040-02)**

WHEREAS, constructing the Kimball High School ("Project") is a high priority in the Tracy Unified School District ("Tracy USD") in order to alleviate existing overcrowded conditions that exist within District and to provide adequate school facilities to accommodate projected growth in the student population; and

WHEREAS, in order to accomplish said Project, it is necessary to acquire certain real property and interests therein; and

WHEREAS, the real property and interests therein required for the Project are identified as a portion of San Joaquin County APN 240-040-02 and are described and depicted in Exhibits A and B attached hereto and incorporated herein by reference ("Property"); and

WHEREAS, that Property located entirely within the territorial boundaries of the Tracy USD; and

WHEREAS, the Tracy USD has investigated and examined alternatives to the Project and the acquisition of the Property, and concluded that both the Project and the acquisition of the Property for the Project are necessary; and

WHEREAS, the Tracy USD has complied with the requirements of the California Environmental Quality Act, Public Resources Code section 21000, *et seq.*, in regards to the acquisition of the Property based upon the Board of Trustees certifying an Environmental Impact Report for the Project on April 24, 2007 (an addendum regarding the acquisition of the additional acreage pursuant to this resolution is attached hereto at Exhibit C and is incorporated herein by reference); and

WHEREAS, the Tracy USD has complied with the requirements of Government Code section 7267.2, in regards to acquisition of the Property by making an offer to purchase to the known owner(s) of record; and

WHEREAS, as a result of the public hearing held on June 26, 2007, and in accordance with the provisions of the Code of Civil Procedure section 1245.235, the Board of Trustees of the Tracy USD intends to make certain findings and determinations;

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of the Tracy USD as follows:

1. The recitals contained herein are true and correct;
2. Upon the examination of the alternatives, the real property and interests therein described and depicted in Exhibits A and B are required to be taken by the Tracy USD for the Project.
3. The Tracy USD is authorized to acquire the real property and interests therein described and depicted in Exhibits A and B pursuant to the provisions of the California Education Code section 35270.5, and the provisions of California Eminent Domain law comprising Title 7, Part 3 of the Code of Civil Procedure (commencing with Section 1230.010).
4. Acquisition of Property for the construction, operation and maintenance of a high school is necessary to carry out the District's powers and functions, is authorized by Education Code section 35270.5, and is therefore a public use.
5. The addendum to the environmental impact report, as attached hereto, is approved for the reasons stated therein.
6. The Tracy USD hereby finds, determines, and declares:
  - A. The public interest and necessity require the proposed Project;
  - B. The proposed Project is planned or located in the manner that will be most compatible with the greatest public good and the least private injury;
  - C. The property and interests therein described and depicted in Exhibits A and B are necessary for the proposed Project.
7. Prior to making the above findings and determinations, the offer required by Government Code 7267.2 was made to the owner(s) of record of the property and interests therein described and depicted in Exhibits A and B.
8. The law firm of Kronick, Moskovitz, Tiedemann & Girard ("KMTG") is hereby authorized and directed to prepare and prosecute proceedings in eminent domain in the appropriate court to acquire for the Tracy USD the property and interests therein described and depicted in Exhibits A and B. KMTG is hereby further authorized to obtain such orders for immediate possession for the property and interests therein as may be required for the proposed Project. Tracy USD personnel shall disburse all funds required by KMTG to make any and all deposits to obtain possession of and title to the Property, including but not limited to, deposit of the probable amount of compensation pursuant to Code of Civil Procedure section 1255.010, *et seq.*



PASSED AND ADOPTED this 26th day of June, 2007, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

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Chair of the Board of Trustees

ATTEST:

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Secretary of the Board of Trustees

EXHIBIT "A"  
LEGAL DESCRIPTION  
FOR SCHOOL PARCEL  
Parcel One

All that real property situate in the County of San Joaquin, State of California, being a portion of Government Lots 2 and 3 in the south one-half of Section 30, Township 2 South, Range 5 East, Mount Diablo Base and Meridian as shown on that Record of Survey filed in Book 34, Page 81, S.J.C.R., being more particularly described as follows:

COMMENCING at the southwest corner of said Section 30; thence northerly along the west line of Section 30 North 00° 26' 39" East, a distance of 2024.46 feet to the TRUE POINT OF BEGINNING; thence continuing northerly along said section line, North 00° 26' 39" East, 621.10 feet to the most southerly line of Parcel 3 as said parcel is shown on said Record of Survey; thence easterly along said southerly line, South 89° 37' 44" East, 40.00 feet to the northwest corner of that land described in that certain grant deed recorded on June 15, 1995 as Instrument Number 95054043, San Joaquin County Records and shown as Detail "A" on said Record of Survey; thence along said lands the following three courses:

1. South 00° 26' 31" West, 100.00 feet;
2. South 89° 37' 44" East, 160.00 feet;
3. North 00° 26' 31" East, 100.00 feet to the southerly line of said Parcel 3; thence along said southerly line South 89° 37' 44" East, a of 1320.84 feet to the southeasterly corner of said Parcel 3; thence southerly along the line dividing Government Lots 2 and 3, of said Section 30, South 00° 20' 09" West, 511.12 feet; thence North 89° 39' 51" West, 763.69 feet; thence South 00° 20' 09" West, 109.04 feet; thence North 89° 39' 51" West, 758.32 feet to the west line of Section 30 and the TRUE POINT OF BEGINNING of this description containing 19.398 acres more or less.

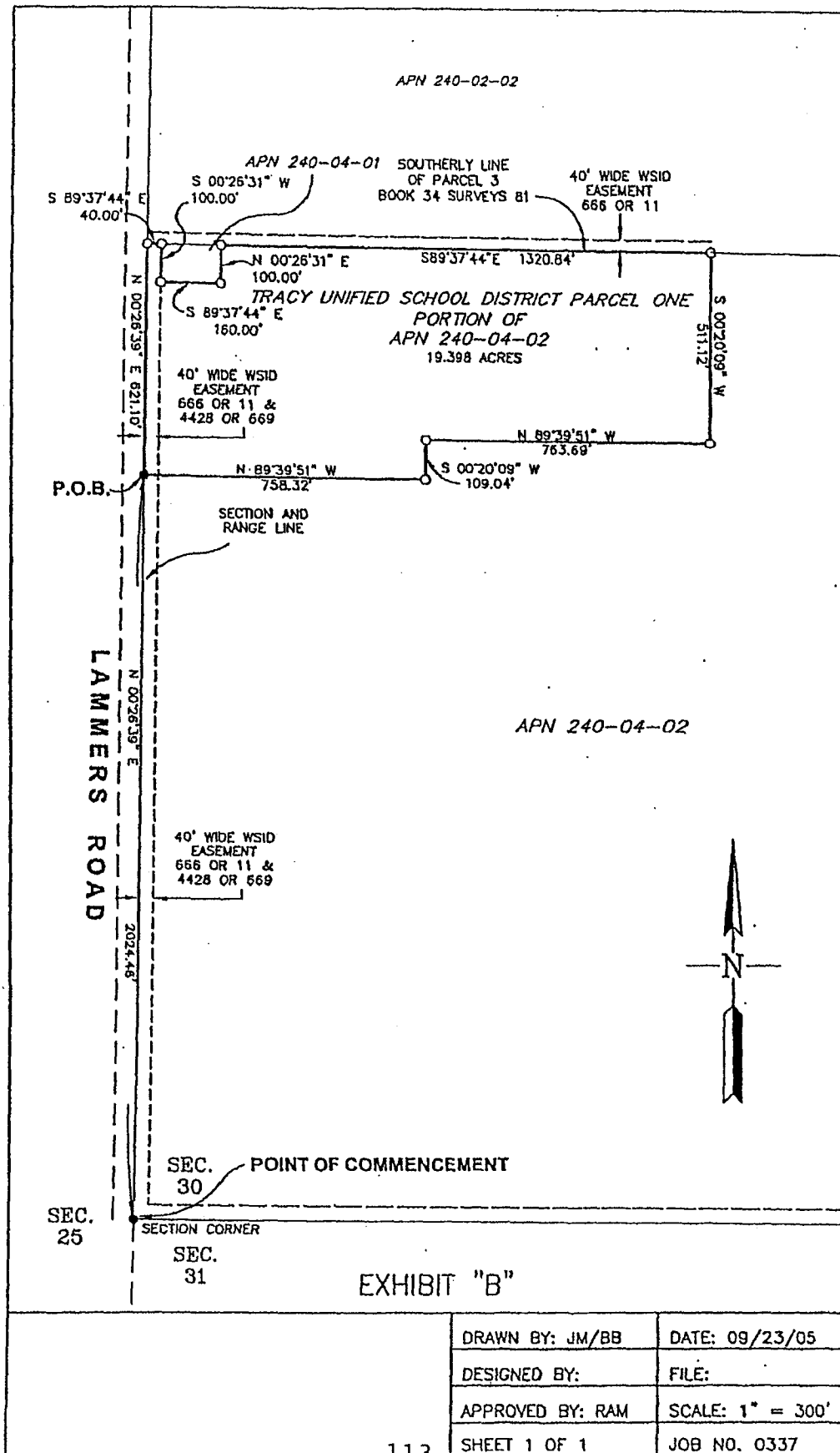
A plat of this description labeled "EXHIBIT B" is attached hereto and made a part thereof.

This description was prepared by me or under my direction.

*Richard A. Marino*  
Richard A. Marino L.S. 6376  
Expires 12-31-06

9/26/05  
Date





June 26, 2007

Kimball High School

## **Addendum to the Environmental Impact Report to Address Realignment of Lammers Road and Additional 7 Acres to Project**

### **Purpose of the Addendum**

This document has been prepared as an Addendum to the Tracy Joint Unified School District Kimball High School Project EIR (SCH #2004092070), which was certified as adequate and complete on April 24, 2007, in accordance with the CEQA Guidelines Section 15164 to address changes to the proposed Site layout by adding seven (7) acres to the Project. Section 15164 provides that the Lead Agency "shall prepare an Addendum to a previously certified EIR if some changes or additions are necessary, but none of the conditions described in Section 15162 calling for preparation of a subsequent EIR have occurred." Pursuant to Section 15164(e) an analysis and explanation is provided documenting Tracy Joint Unified School District's decision that preparation of a subsequent EIR is not required.

Section 15164 was created in response to Public Resources Code Section 21166 which provides that no subsequent or supplemental EIR shall be required unless "substantial changes" in the Project or the circumstances under which the Project is being undertaken will necessitate "major revisions" of the EIR, or "new information" which was not known and could not have been known at the time the EIR was certified, becomes available.

This document demonstrates that the circumstances, impacts, and mitigation requirements identified in the certified EIR remain substantively applicable to the Project even with the addition of seven (7) acres and the proposed changes to the alignment of Lammers Road. The realignment of Lammers Road will allow more parking, will increase field space and will move the stadium down on the Site to accommodate the bleachers. The phasing of the Project will not change or the capacity of the school or any of the recreational or other amenities. Therefore, the proposed revisions do not raise any new issues and do not cause the level of impacts identified in the certified EIR to be exceeded.

### **Proposed Realignment of Lammers Road**

Since the EIR was certified, the city of Tracy has requested that the Lammers Road be realigned. The realignment will require that the Tracy Unified School District acquire seven (7) additional acres and allow the District to make several changes to the parking and recreational fields to allow more space between the fields. The changes are summarized below:

- Seven (7) acres have been added to the Project to accommodate the realignment of Lammers Road;

With the realignment of Lammers Road, additional parking will be added, the field space will be increased and the stadium will be moved on the Site to better accommodate the bleachers.

With the revisions of the Project requiring the realignment of Lammers Road, the phasing of the Project, nor the number of students at the school will not change. The size of the recreational fields will increase slightly, but there will be no additional fields for use of the fields. The realignment of Lammers Road will assist in traffic flow, and the additional parking will assist in traffic circulation on the Site.

### **Potential Environmental Effects of the Revisions to the Kimball School Site Development Project**

The proposed revisions to the Project would not result in new impacts, and most impacts would be the same or similar to those described in the certified EIR. The Project will consist of the same size school facilities, with Phase I to house up to 1,349 9-12th grade students and include the construction of approximately 96,669 square feet of building floor area and Phase II of the Project may add approximately 40 classrooms and expand care facilities, including the gymnasium, amounting to a total facility size at Project build-out of approximately 180,669 square feet. The additional seven (7) acres are designed to realign Lammers Road. The environmental analysis discussed in the Final EIR will not change.



# BUSINESS SERVICES MEMORANDUM

**TO:** Dr. James Franco, Superintendent  
**FROM:** Dr. Casey Goodall, Assistant Superintendent for Business  
**DATE:** June 8, 2007  
**SUBJECT:** Approve Contract with RSC Engineering for Civil Engineering Services Related to the Off-site Improvements Required for Kimball High School

**BACKGROUND:** As part of new construction, plans are prepared for: the off-site infrastructure and utility connections; the onsite infrastructure improvements; the site grading and excavation and the construction of the buildings. Typically most of the infrastructure, which includes but is not always limited to: streets, sidewalks, curbs, gutters, access to utilities, water, sewer, storm drain, have been completed as part of the surrounding development and are available prior to the start of a school construction project. Most TUSD school projects have been located within the boundaries of the City of Tracy and a majority of the property surrounding the school site has been developed. Often times, developers provide the onsite grading prior to the acquisition of a school site.

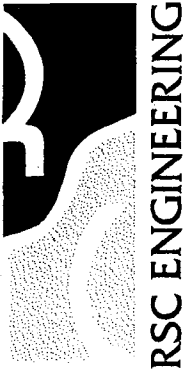
It was expected that by the time TUSD was ready to build a project along Lammers Road, the developer, Gateway Development who is developing a very large commercial project across the road from Kimball High School, would have started their project and most of the offsite infrastructure and utility improvements were to have been completed. Gateway did not start construction as originally planned and TUSD has had to plan for many of the offsite improvements to support Kimball High School independently. This includes temporary connections to water and sewer lines until such time as Gateway moves forward with their project.

**RATIONALE:** TUSD needs to incur additional costs for the civil engineering required for the infrastructure and development of the proposed utility connections for Kimball High School. The architectural and engineering contract for the reuse of the Lathrop High School plan did not include these services.

**FUNDING:** Funding for the additional civil engineering services in the amount of \$259,000 will be paid for with Developer fees allocated for the Kimball High School project and reimbursement from the State School Building Program.

**RECOMMENDATION:** Approve Contract with RSC Engineering for Civil Engineering Services Related to the Off-site Improvements Required for Kimball High School

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



June 6, 2007

Job No.: 048-001

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

Attn: Denise Wakefield

**Subject: Engineering, Planning & Surveying Services for  
Kimball High School in Tracy, CA**

Dear Denise,

RSC Engineering, Inc. (RSC) is pleased to present this proposal for engineering, planning and surveying services for the Kimball High School in Tracy, CA. Our proposal provides for civil engineering services to prepare the off-site improvement plans and to bring the site to a "normal re-use" condition. Based on this, we are prepared to begin our services, assuming this proposal meets your approval.

RSC Engineering, Inc.  
Consulting Engineers

The proposed scope of services for the Kimball High School is as follows:

#### **SCOPE OF SERVICES**

##### **I. Preliminary Site Plan Layout Assistance**

###### **A. Project Boundary**

1. RSC will coordinate the existing boundary information with the district and the surveyor for preparation of the metes and bounds descriptions for acquisition of the property and for easements and street rights of way required for the City of Tracy.
2. RSC's Sub Consultant will prepare metes and bounds descriptions and plats for the proposed high school boundary.

###### **B. Exhibits**

1. RSC will prepare exhibits as requested by the Client. These include street right of way exhibits, WSID exhibits and exhibits requested by the City of Tracy when authorized by the Client.

###### **C. EIR & Tracy Gateway Coordination**

1. RSC will review and coordinate the EIR as it relates to offsite infrastructure,

2250 Douglas Blvd.  
Suite 150  
Roseville, CA 95661  
916.788.2884  
Fax 916.788.4408  
info@rsc-engr.com

including water, sewer drainage and street (traffic) improvements.

2. RSC will coordinate on offsite infrastructure proposed by Tracy Gateway.
3. RSC will attend City of Tracy meetings with Tracy Gateway to review offsite infrastructure status and schedule.

## **II. Construction Documents**

### **A. On-site Improvement Plans**

1. RSC will prepare improvement plans for WSID turn out and WSID storm water discharge outfall.

### **B. Offsite Plans**

1. RSC will prepare offsite street improvement plans for the North Access Road. RSC will coordinate the plans with the Tracy Gateway plans for Lammers Road including their proposed traffic signal. The plans will include:
  - a. Cover sheet
  - b. Note sheet
  - c. Plan and profiles of street curb, gutter sidewalks, street section median and underground wet utilities including storm drain, water and sanitary sewer if required
  - d. Striping Plan
  - e. Typical street sections
  - f. Offsite Easement Descriptions
2. RSC will prepare offsite improvement plans for the path south to the existing Redbridge subdivision. The plans will be included with the North Access Road plans. This work is considered optional and will include:
  - a. Offsite topographic survey for the pedestrian path
  - b. Offsite easement descriptions
  - c. Typical sections for pedestrian path
  - d. Plan sheets showing the location of the proposed pedestrian path in relation to the existing edge of pavement, existing roadside ditch and existing fence line
  - e. Notes for the pedestrian path
3. RSC will prepare offsite street improvement plans for an interim Lammers Road in the event that Tracy Gateway does not move forward. This work is considered optional and will include:
  - a. Lammers Road Plan and Profiles for widening to accommodate left turn pockets
  - b. Lammers Road striping plan including striped median plans
  - c. Lammers Road typical sections
  - d. Interim signal at Lammers and North Access Road



- e. Offsite Topographic Survey for taper widening & pedestrian path
  - f. Offsite Easement Descriptions
  - g. Offsite pedestrian path to 11<sup>th</sup> Street
- 4. RSC will coordinate inclusion of the 20-inch water main plans from Tracy Gateway if Tracy Gateway does not move forward. This work is considered optional and will include:
  - a. RSC coordination of the plans
  - b. BFK as a Sub Consultant to assemble plans for the water main extension from the Tracy Gateway plan set. (Note: Permission from Tracy Gateway required for this to occur.)
- C. RSC will assist with WSID coordination including meetings with WSID and TSUD as follows:
  - 1. Agreement to obtain irrigation water from WSID to irrigate school landscape areas
  - 2. Agreement for allowing the storm water discharge of 0.5 cfs to the WSID canal.
- D. NPDES
  - 1. RSC will prepare a construction erosion control plan.
  - 2. RSC or their sub-consultant will prepare the "Notice of Intent" (NOI) form for the Client's Execution and forward to the State Water Resources Control Board.
  - 3. RSC or their sub-consultant will prepare a storm water pollution prevention plan (SWPPP). This plan will include the site map and the erosion control measures required by the erosion control plan. The SWPPP will also include a monitoring and reporting framework as it applies to erosion control measures. Several required items in the SWPPP and the monitoring and reporting plan must be provided by the contractor. These include but are not limited to the following: training of personnel, and maintenance of records. The plans and specifications will include notes, which require the contractor to conform to all of the regulations of the SWRCB, conform to the SWPPP and the monitoring and reporting plan, and implement both plans during construction operations.
- E. Submittals & Coordination
  - 1. RSC will coordinate the final construction documents with the architect and the other consultants.
  - 2. RSC will forward the improvement plans to the architect for submittal to DSA, the City of Tracy Fire Department, and the City of Tracy.
  - 3. RSC will address and respond to DSA, Fire Department and City of Tracy comments.

#### F. Specifications

1. RSC will prepare technical specifications in CSI format for the civil portion of the work.
2. RSC will coordinate the technical specifications preparation with the geotechnical consultant, and the architect.

#### G. Easements

1. RSC or their sub-consultant will prepare separate easement descriptions for utility easements (sewer, water, gas and telephone facilities) if required.

#### H. Meetings

1. RSC will attend meetings with the architect and TSUD when requested by the client. A maximum of 5 meetings is budgeted.

#### I. Alternate Sewer Plan (optional)

1. RSC will prepare alternate sewer plans to the Presidio development in the event that Tracy Gateway does not move forward.

### III. Construction Administration

#### A. Construction Assistance: RSC will

1. Review Contractor's submittals during the construction phase.
2. Respond to RFI's during the construction phase when necessary.
3. Issue Clarification during the construction phase when necessary.
4. Issue Change Directives during the construction phase when necessary.
5. Attend site meetings when requested. A maximum of 8 site visits is anticipated.
6. Revise construction documents and assist in obtaining agency approvals when required.
7. Review project facilities and provide punch lists when requested.
8. Transfer information from field record prints provided by the Contractor onto the record drawings for the civil site work.
9. Assist with forwarding Notice of Termination at project completion to the State of California Water Resources Control Board.
10. Forward record drawings to the Client

### IV. Surveying

#### A. Easement Descriptions

1. RSC's Sub Consultant will prepare a metes and bounds description and plat for the project boundary based on the revised site plan.
2. RSC's Sub Consultant will prepare a maximum of 3 separate metes and bounds descriptions and plats for utility easements (electric, gas and telephone facilities) if required.

3. RSC's sub consultant will prepare metes and bounds descriptions and plats for the adjacent roadway dedications.

## **V. Bidding**

- A. RSC will assist the Client in preparing the bidding documents
- B. RSC will assist with addressing contractor questions and assist with issuing clarifications or addenda during the bidding process.

## **VI. Sub-Consultants**

- A. NPDES - Ecorp Consulting, Inc.
  1. Construction Documents
    - a. Prepare the SWPPP (offsite portion)
    - b. All work to be provided per a sub-consultant agreement, which will be attached and made part of this contract proposal
- B. Surveyor – Precision Land Surveying
  1. Prepare project boundary metes and bounds descriptions
  2. Prepare metes and bounds easement descriptions and plats (electric, telephone and gas) if required.
  3. Prepare metes and bounds descriptions and plats for roadway easements.
  4. All work to be provided per a sub-consultant agreement, which will be attached and made part of this contract proposal.

NOTE: Actual costs may vary depending on the individual sub-consultant and agreement.

## **VII. Reimbursables**

Reimbursable expenses including all plotting charges, blueprint expenses, progress prints, mail expenses, and delivery expenses will be provided at cost plus 10 percent. Travel expenses will be provided at the appropriate federal mileage rate.

## **VIII. Exclusions**

- A. This proposal does not include the following items and those items not specifically described above. It is also assumed that the Client or other consultant will provide these items or information.
  1. Geotechnical reports including recommended pavement sections.
  2. Any special species studies or habitat studies
  3. All permits, plan checking, inspection and other agency fees.
  4. Title reports and referenced exceptions
  5. Site Plan in electronic format

6. Wetland studies, wetland permits or wetland delineations
7. Arborist report
8. Traffic signal design (other than an interim signal at the North Access Road and Lammers Road if interim Lammers Road improvements are required)
9. Opinion of cost or fees
10. Decorative bench details
11. Decorative fence details
12. Sidewalk rails for handicap paths of travel or for exiting requirements
13. Decorative pavement details and layout
14. Trash enclosure details
15. Bike rack and bike locker model numbers, locations and details
16. Monument signage
17. Site lighting plan or site lighting design
18. PG&E Form B
19. Landscape and irrigation plans and details
20. Telephone system design
21. Early warning fire detection system
22. Fire alarm design, phone system design and security system design
23. Building permit applications
24. Irrigation Pump System. It is assumed the architects landscape architect will provide the irrigation pump system plans.

**B. Other Items**

1. Civil construction documents will be started after the site plan is approved as "final" by the Client. Any revisions to the site plan by the architect, the City or the Client which result in changes to the civil construction documents will be considered an additional service and billed accordingly.
2. This proposal does not include preparation of a record of survey, setting of property corners, or a final record parcel map.

In the event any of these items are required, RSC can assist the Client in obtaining these items.

**COMPENSATION**

Services described above will be provided on the following basis:

| <u>Task Description</u>                           | <u>Basis of Payment</u> | <u>Estimated Fees</u> |
|---------------------------------------------------|-------------------------|-----------------------|
| <b>I. Preliminary Site Plan Layout Assistance</b> |                         |                       |
| <b>A. Project Boundary</b>                        |                         |                       |
| 1. RSC                                            | Percent Complete        | \$ 1,600              |
| 2. Surveyor                                       | By Sub Consultant       | See Phase VII         |
| <b>B. Exhibits</b>                                | Percent Complete        | \$ 2,000              |
| <b>C. EIR/Tracy Gateway Coordination</b>          | Hourly (T&M)            | \$ 40,000             |

|                                        |                                    |                  |
|----------------------------------------|------------------------------------|------------------|
| <b>Subtotal</b>                        |                                    | <b>\$ 43,600</b> |
| <b>II.</b>                             | <b>Construction Documents</b>      |                  |
| A. On-site Improvement Plans           |                                    |                  |
| 1. WSID Turn out & outfall             | Percent Complete                   | \$ 9,500         |
| B. Offsite Plans                       |                                    |                  |
| 1. North Access Road                   |                                    |                  |
| a.- e. Plans                           |                                    | \$ 35,000        |
| f. Easement Descriptions               | By Sub-Consultant                  | See Phase VII    |
| 2. Offsite Pedestrian Path (optional)  |                                    |                  |
| a. Topographic survey                  | Percent Complete                   | \$ 4,500         |
| b. Easement descriptions               | Percent Complete                   | \$ 3,800         |
| c.- e. Plans                           | Percent Complete                   | \$ 12,800        |
| 3. Interim Lammers Road (optional)     |                                    |                  |
| a. Plan/Profiles                       | Percent Complete                   | \$ 32,000        |
| b. Striping Plan, including medians    | Percent Complete                   | \$ 6,800         |
| c. Typical sections                    | Percent Complete                   | \$ 2,500         |
| d. Interim signal (Sub Fehr & Peers)   | Percent Complete                   | \$ 15,500        |
| e. Offsite Topo Survey (Sub Precision) | Percent Complete                   | \$ 6,800         |
| f. Offsite Easement Descriptions       |                                    | \$ 4,500         |
| 4. Offsite 20-inch Water Main          |                                    |                  |
| a. RSC coordination                    | Percent Complete                   | \$ 6,000         |
| b. BFK Sub                             | Percent Complete                   | \$ 40,000        |
| C. WSID Coordination                   | Percent Complete                   | \$ 3,500         |
| D. NPDES                               |                                    |                  |
| a. Erosion Control Plan                | Percent Complete                   | \$ 1,400         |
| b. NOI & SWPPP Report                  | By Sub-consultant                  | See Phase VII    |
| E. Submittals & Coordination           | Percent Complete                   | \$ 2,500         |
| F. Specifications                      | Percent Complete                   | \$ 1,250         |
| G. Easements                           | By Sub-consultant                  | See Phase VII    |
| H. Meetings                            | Percent Complete                   | \$ 2,850         |
| I. Alternate Sewer Plan                | Percent Complete                   | \$ 3,200         |
| <b>Subtotal</b>                        |                                    | <b>\$194,400</b> |
| <b>III.</b>                            | <b>Construction Administration</b> | <b>\$ 6,000</b>  |

**IV. Surveying**

|                          |                   |               |
|--------------------------|-------------------|---------------|
| A. Easement Descriptions | By Sub-consultant | See Phase VII |
| B. Exhibits              | By Sub-consultant | See Phase VII |

**V. Bidding** \$ 1,000

**VI. Sub-Consultants**

|                         |                  |          |
|-------------------------|------------------|----------|
| A. NPDES (ECORP)        | Percent Complete | \$ 5,500 |
| B. Surveyor             |                  |          |
| a. Project Boundary     | Percent Complete | \$ 3,000 |
| b. Utility Descriptions | Percent Complete | \$ 3,600 |
| c. Roadway Descriptions | Percent Complete | \$ 2,400 |

**Subtotal** \$ 14,500

**VII. Reimbursables** T&M Cost +10%

**VIII. Exclusions/Additional Engineering Related Items** Hourly As Requested


**TOTAL** \$259,500

Permit application and permit fees will be paid directly by the Client. Hourly fees will be invoiced at our standard billing rates. The above estimated fees for hourly paid items will not be exceeded without authorization from the Client. Additional services will not be performed without authorization from the Client.

If this proposal and the attached Fee Schedule meet with your requirements, you may indicate your approval by executing this document in the space provided below and returning it to our office. We will recognize receipt of the executed copy as our notice to proceed. We welcome the opportunity to work with you on this project.

If you have any questions, require clarification or wish to discuss any aspect of this proposal, please do not hesitate to call.

Sincerely,

  
Richard S. Chavez, P.E.  
President

AGREED AND ACCEPTED

By: \_\_\_\_\_

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

Name:

P:\048-001\Admin\RFP\Kimball Hi Sch 060607 Proposal doc

**RSC ENGINEERING, INC.**  
**FEE SCHEDULE**

**Billing Rates**  
**Effective July 1, 2006**

| <b>DESCRIPTION</b>        | <b>HOURLY FEE</b> |
|---------------------------|-------------------|
| Senior Principal Engineer | \$180.00          |
| Principal Engineer        | \$160.00          |
| Managing Engineer         | \$150.00          |
| Engineer IV               | \$130.00          |
| Engineer III              | \$121.00          |
| Engineer II               | \$105.00          |
| Engineer I                | \$ 95.00          |
| Technician IV             | \$102.00          |
| Technician III            | \$ 95.00          |
| Technician II             | \$ 85.00          |
| Technician I              | \$ 75.00          |
| Planner IV                | \$115.00          |
| Planner III               | \$105.00          |
| Planner II                | \$ 95.00          |
| Planner I                 | \$ 84.00          |
| Drafter III               | \$ 85.00          |
| Drafter II                | \$ 75.00          |
| Support Staff             | \$ 51.00          |
| Expert Witness            | \$295.00          |

**Reimbursables:**

Reimbursable expenses including plotting charges, blueprint expenses, progress prints, mail expenses, and delivery expenses will be provided at cost plus 10 percent.

**Mileage:**

Mileage will be charged at the current federal rate.

Note: Rates subject to change June 30, 2007.



# BUSINESS SERVICES MEMORANDUM

**TO:** Dr. James Franco, Superintendent  
**FROM:** *cgj* Dr. Casey Goodall, Associate Superintendent for Business  
**DATE:** June 14, 2007  
**SUBJECT:** Approve and Award the Contract for the Site Package for the West High School Pool and Stadium Complex to the Apparent Low Bidder (Bid Results To Be Distributed at the Board Meeting)

**BACKGROUND:** The stadium and pool facilities at West High School were projects that were part of Measure E which was approved by voters in June 2006. WLC Architects developed the design and construction documents for these projects. The project was split into three (3) increments: Bleachers; Buildings and Site Package. Both the Bleachers and the Buildings have been either bid or acquired by "piggy-back bid." The balance of the project is included in the Site Package which contains the grading and excavation, the track and field and the swimming pool.

**RATIONALE:** Bids are scheduled to be received on June 19, 2007. Following bid opening all submitted documents will be verified and the apparent low bidder will be recommended to the Board

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

**RECOMMENDATION:** Approve and Award the Contract for the Site Package for the West High School Pool and Stadium Complex to the Apparent Low Bidder (Bid Results To Be Distributed at the Board Meeting)

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





# BUSINESS SERVICES MEMORANDUM

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

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

**DATE:** June 14, 2007

**SUBJECT:** Adopt Resolution No 06-34 Authorizing the Governing Board to Delegate Powers to the Associate Superintendent for Business Services

**BACKGROUND:** The Board approved Resolution 05-31 on June 27, 2006, designating the Associate Superintendent of Business Services to act on behalf of the governing Board to approve Notice of Completions, and accept and/or reject bids. The new 40 classroom building at Tracy High School will bid on July 12, 2007 and in order to stay on schedule, we would like to award the contract shortly thereafter. Based on our need to act on construction projects in a timely manner, including awarding the new 40 classroom building at Tracy High School project, we are requesting that Casey Goodall, Associate Superintendent of Business Services, be authorized to act on behalf of the governing board on matters pertaining to the acceptance and or rejection of bids for goods and services, the execution of contracts on behalf of the District, the execution of contracts/agreements with consultants selected on a qualifications based criteria, and to approve Notice of Completions.

**RATIONALE:** This will continue to allow the Facilities Development Department to accept bids, enter into contracts, enter into consultant agreements based upon qualifications, close projects, and make payments in a timely manner.

**FUNDING:** Funding for the Tracy high School 40 Classroom building will come from Local Bond Funds and funds received from the State School Facility Program.

**RECOMMENDATION:** Adopt Resolution No. 06-34 Authorizing the Governing Board to Delegate Powers to the Associate Superintendent of Business Services

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



## RESOLUTION NO. 06-34

### **RESOLUTION OF THE BOARD OF EDUCATION OF THE TRACY UNIFIED SCHOOL DISTRICT AUTHORIZING THE GOVERNING BOARD TO DELEGATE POWERS TO THE ASSOCIATE SUPERINTENDENT OF BUSINESS SERVICES**

WHEREAS, Education Code section 35161, allows the governing board of any school district to delegate the execution of the powers delegated to it by law to the board or the district of which it is the governing board, to an officer or employee of the district;

WHEREAS, Education Code section 17604, provides for the power to contract invested in the governing board by education code to be delegated to the superintendent or any persons that he or she may designate;

WHEREAS, the Board designated delegate will limit use the of such powers as delegated by the Board as they relate to **rejecting** a bid when a valid protest is received or when informalities or irregularities exist in the bid documents or process, and when advised by an attorney and when waiting until the next scheduled board meeting would significantly impact the cost or schedule of a project;

WHEREAS, the Board designated delegate will limit use the of such powers as delegated by the Board as they relate to **accepting bids and consultant contracts** when waiting until the next regularly scheduled board meeting would significantly impact the cost or schedule of the project and the scope of work has already been approved by the Board;

WHEREAS, the Board designated delegate will limit use the of such powers as delegated by the Board as they relate to **approving the Notice of Completion NOC** when waiting until the next regularly scheduled board meeting would significantly impact the cost or schedule of the project and the scope of work has already been approved by the Board;

WHEREAS, no contract made pursuant to the delegation and authorization shall be valid, until approved or ratified by the governing board and evidenced by a motion of the governing board as duly passed and adopted;

NOW, THEREFORE BE IT RESOLVED that Casey Goodall, Associate Superintendent for Business Services be and is hereby appointed and authorized to act on behalf of the

governing board as a delegate of the governing board and is directed to act on the on matters pertaining to the acceptance and or rejections of bids for goods and services and the execution of contracts on behalf of the District;

BE IT FUTHER RESOLVED that a copy of this resolution, duly certified by the Clerk of the Board containing the signature of the authorized agent be sent to the County Superintendent of Schools and the Audit/Controller 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 26<sup>th</sup> day of June, 2007 by the following vote:

AYES:

ABSENT:

NOES:

ABSTAIN:

\_\_\_\_\_  
Chair  
Board of Education  
Tracy Unified School District

ATTEST:

\_\_\_\_\_  
Secretary  
Board of Education  
Tracy Unified School District

DATE \_\_\_\_\_



# BUSINESS SERVICES MEMORANDUM

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

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

**Date:** June 15, 2007

**Subject:** **Adopt Revised Board Policy 7215 (a) and Adopt Revised Citizens' Bond Oversight Committee Bylaws, to Allow Non-Voting Members to be Recognized as Voting Members and Vote in Order to Create a Quorum, When a Quorum of Voting Members is Not Present (First Reading)**

**BACKGROUND:** Board Policy 7215 (a), section VII, 7.1 (f) and Citizens' Bond Oversight Committee Bylaws, Section VII, 7.1 (f) states that alternate Committee members shall be full participants in the oversight process, but shall be non-voting members. Due to various reasons, the Oversight Committee had difficulty achieving a quorum at its last two meetings. In order to facilitate committee meetings, members of the Committee have requested that the non-voting members be allowed to vote in order to create a quorum *only* when a quorum of voting members are not present at a Committee meeting.

**RATIONALE:** Because the Citizens' Bond Oversight Committee alternate members are fully participating and regularly attend committee meeting, they are fully aware of Committee business. Due to various issues, it may become difficult to achieve a quorum at Committee meetings. Should a quorum which consists of (4) voting members not be present at a meeting of the committee, allowing non-voting members to vote will facilitate decision making. Committee members are responsible for reviewing and reporting to the public on the District's expenditures of bond revenues for school construction, and advising and ensuring that the District's expenditures are in compliance with the laws and the authority approved by the District's voters. Committee members do not have the authority to approve or disapprove of the District's actual use of bond revenues, hire or fire employees, or enter into contracts.

**FUNDING:** There are no funding implications

**RECOMMENDATIONS:** **Adopt Revised Board Policy 7215 (a) and Adopt Revised Citizens' Bond Oversight Committee Bylaws, to Allow Non-Voting Members to be Recognized as Voting Members and Vote in Order to Create a Quorum, When a Quorum of Voting Members is Not Present (First Reading)**

**Prepared by:** Bonny Carter, Facilities Development

**GENERAL OBLIGATION BONDS**  
**Citizen's Oversight Committee Policy and Regulations**

**I. Adoption of Policy and Regulations – Legal Authority**

- 1.1 This Citizens' Oversight Committee Policy and regulations is adopted by the Board of Trustees ("Board") of the Tracy Unified School District ("District") pursuant to the provisions and requirements of Article 2 of Chapter 1.5 of Part 5 of Division I of Title I of the California Education Code (hereinafter the "Law") and pursuant to Education Code Section 35160.

**II. Background**

- 2.1 On November 7, 2000, California voters approved Proposition 39, the Smaller Classes, Safer Schools and Financial Accountability Act (School Facilities: 55% Local Vote, Bonds, Taxes; Accountability Requirements). The text of Proposition 39 includes various accountability requirements including requirements for certain types of audits. In an effort to increase voter acceptance for Proposition 39, the California Legislature passed, and Governor Davis signed, Assembly Bill 1908 ("AB 1908"), which provides additional requirements relative to school district general obligation bond elections conducted pursuant to Proposition 39. Those requirements include provisions requiring school districts which are successful in Proposition 39 bond elections to establish and appoint a Citizens Oversight Committee, as required by the Law (as put into place pursuant to AB 1908). This Policy and Regulations are adopted to comply with the Law and to provide guidance as to the Committee and related matters.

**III. Definitions**

- 3.1 Unless the context clearly requires otherwise, or a term is differently defined within this Policy and Regulations, the terms defined in the Section III shall, for all purposes of this Policy and Regulations, have the meanings(s) herein specified.

**"AB 1908"** means Assembly Bill 1908 of the California 2000 Legislative Session, being Chapter 44 of Statutes of 2000.

**"Board"** means the Board of Trustees of the District.

**GENERAL OBLIGATION BONDS**  
**Citizen's Oversight Committee Policy and Regulations**

**"Bonds"** means the general obligation bonds of the District as authorized by the voters and issued pursuant to State law.

**"Committee"** means the Citizens' Oversight Committee formed and appointed by the Board of the District pursuant to the requirements of the Law, and this Policy and Regulations.

**"District"** means the Tracy Unified School District.

**"Law"** means Article 2 of Chapter 1.5 of Part 5 of Division I of Title I of the California Education Code (being Education Code Sections 15278 *et seq.*)

**"Proposition 39"** means Proposition 39, the smaller classes, safe schools and Financial Accountability Act (school facilities; 55% local vote, bonds, taxes, accountability requirements) as approved by the California electorate on November 7, 2000.

**IV     Establishment of Committee.**

- 4.1       The Committee shall be established upon the certification of successful election results of a Proposition 39 bond election by the Board subject to the purpose, parameters, policies and regulations set forth in California Law and herein.

**V.     Purpose of Committee.**

- 5.1       Statutory Purpose. The purpose of the Committee shall be to inform the public, at least annually in a written report, concerning the expenditure of the bond proceeds. In carrying out this purpose the Committee shall:
- (a) Actively review and report on the proper expenditure of taxpayers' money for school construction;
  - (b) Advise the public as to whether the District is in compliance with the requirements of Article XIII A, Section 1 (b)(3) of the California Constitution, which provides that;
    - i. Bond funds are expended only for the construction, reconstruction, rehabilitation, or replacement of school facilities, including the furnishing and equipping of

**GENERAL OBLIGATION BONDS**  
**Citizen's Oversight Committee Policy and Regulations**

- school facilities, or the acquisition or lease of real property for school facilities;
- ii. No bond funds are used for any teacher or administrative salaries or other school operating expenses;
- iii. A list of projects to be funded was included on the ballot;
- iv. An annual independent performance audit is performed; and
- v. An annual independent financial audit is performed.

5.2 The Committee shall have only those powers expressly stated in, or directly required by, State law and this Policy and Regulations.

**VI Committee Composition.**

6.1

- (a) The Committee shall consist of at least seven (7) members, subject to the provisions of Section 7.1(c) hereof.
- (b) The Committee may not include any employee or official of the District or any vendor, contractor, or consultant of the District.
- (c) The Committee shall include all of the following.
  - i. One member who is active in a business organization representing the business community located within the District.
  - ii. One member who is active in a senior citizen's organization;
  - iii. One member who is active in a bona fide taxpayer association;
  - iv. One member shall be the parent or guardian of a child enrolled in the District; and
  - v. One member shall be both a parent or guardian of a child enrolled in the District and active in a parent-teacher organization, such as the Parent-Group, Parent Club, Parent Teacher Association or school site council.
  - vi. One member has been or is actively involved in the business of agriculture.

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**VII Committee Appointments, Term, Officers, and Vacancies**

**7.1 Appointments**

- (a) The initial members of the Committee shall be appointed by the Board within sixty (60) days of the date of the canvass of election results by the Board as required by the Law.
- (b) The Board may solicit applications, or provide for an application process, for appointment to the Committee in such manner as the Board shall direct. The Board may require candidates for membership on the Committee to submit information either on a stated form or to include informational criteria in a manner as may be established by the Board. Notwithstanding Section 4.1 hereof, the Board may, in its discretion, solicit applications for membership to the Committee in advance of an actual Proposition 39 general obligation bond election date as may be necessary or desirable to have adequate applicants to fill all of the required positions on the Committee and to have adequate time in which to fully and completely consider all of the applicants and their corresponding information. The solicitation of applicant information shall not require the formation of the Committee if the bond election in question is not successful.
- (c) In making its appointment, the Board shall satisfy the necessary statutory membership requirements on the Committee as set forth in Section 6.1 (c), hereof. In making its appointments to the Committee the Board may, in its discretion, consider various factors applicable to each candidate, including, but not limited to, (i) residency within the boundaries of the District, (ii) whether the candidate is a registered voter within the District, and (iii) the professional and educational background of any prospective Committee member, which may include experience in construction, property, facilities management and/or finance matters or other factors which tend to support or complement the purposes of the Committee. The Committee shall initially have seven (7) members; however, the Board retains the right to appoint additional members to the Committee provided that the Committee shall always have an odd number of members. In the event that the Law is amended to require a different or greater number of Committee members, the



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- Board shall, within the time set by California law, take action to appoint appropriate Committee members as shall be required.
- (d) Any appointee to the Committee shall be required to comply with the requirements and limitations of Section 8.3 hereof.
  - (e) If it is determined that if there are multiple qualified candidates beyond the number of existing vacancies, the Board may identify four alternates who can be used to fill vacancies that occur during the subsequent twelve (12) months provided that the action is compliant with sections 7.1(c), 7.2, and 7.3(b). The alternate list shall not exceed four (4) members.
  - (f) Alternate Committee Members shall serve 1 year renewable terms, with no limitation on consecutive terms. Alternate members shall be full participants in the oversight process, but shall be non-voting members. *However, should a quorum which consists of (4) voting members not be present at a meeting of the committee, the non-voting members shall be recognized as voting members and shall vote in order to create a quorum.* Vacancy of an alternate seat shall be determined in accordance with section 7.3, including requirements to attend regularly scheduled meetings.
  - (g) Appointees must submit to be fingerprinted and screened through the California Department of Justice to ensure no felony convictions are on record.

7.2      Term

- (a) Each member of the Committee shall serve for a term not to exceed two years. Three Committee members shall be designated as "one year" and four Committee members shall be designated as "two year" term members. No member of the Committee shall serve more than two (2) consecutive terms. A member of the Committee may serve multiple non-consecutive terms as the Board may determine or direct.
- (b) The term of office of a Committee member shall end upon the completion of their initial term or subsequent two-year term or, in the event that a vacancy for that Committee member's position is determined by the Board as set forth in this Policy and Regulations, until such vacancy is determined.

**GENERAL OBLIGATION BONDS****Citizen's Oversight Committee Policy and Regulations**

- (c) Each term shall match the fiscal year of the school district. Hence, each term shall end on June 30<sup>th</sup> of the appropriate term-year as described in paragraph 7.2.a above.

**7.3      Officers**

- (a) The Committee shall elect a chair, a vice-chair who shall act as chair only when the chair is absent, and a secretary, which positions shall continue for a one (1) year term. Elections shall be conducted during the first regularly scheduled meeting of each fiscal year. There shall be no limitation to the number of consecutive terms which an officer may serve.
- (b) The Chair of the Committee shall preside at all meetings of the committee, maintain order, rule on parliamentary procedure, consult with the superintendent or designee on preparation of the committee agendas, confer with the superintendent or designee on crucial matters which may occur between committee meetings, enforce the rules of the committee at all meetings, and sign all official reports from the committee.
- a. In case of the resignation, absence, or disability of the Chair, the Vice-Chair shall perform the duties of the Chair. In case of the absence of the Vice-President, the Secretary shall perform all duties of the Chair.
- (c) The Vice-Chair of the Committee shall assume the duties of the Chair in the case of his/her resignation, absence, or disability. He or she will assist the Chair in planning, organizing, and directing activities. He or she will also act as interim spokesperson when the Secretary is not available, and has the responsibility of ensuring the publication of each scheduled meeting.
- (d) The Secretary shall be the chief spokesperson of the Oversight Committee and act as liaison to the news media and the community. The spokesperson is primarily responsible for providing current information to the public and his or her statements should reflect either the consensus or the majority and minority opinions of the committee membership.

**7.4      Vacancies**

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- (a) Determination of Vacancy. The Board may determine that a Committee member's seat on the Committee has become vacant under any of the following circumstances;
- a. Resignation of that Committee member submitted in writing to the Board (which shall be effective upon its receipt by the Board);
  - b. Death, or a legal determination of the incapacity of that Committee member.
  - c. The Committee member relocates their principal place of residence to a location outside the boundaries of the District.
  - d. Conviction of a violation of Government Code Section 1090 *et seq.* or other applicable conflict of interest laws (see Section 8.3)
  - e. Conviction of any crime resulting in imprisonment or conviction of a felony involving moral turpitude;
  - f. The election or appointment of that Committee member to a public office which is deemed or determined to be an incompatible public office with simultaneous membership on the Committee (see Section 8.3 hereof);
  - g. If a committee member is absent from two (2) or more consecutive regularly scheduled Committee meetings, the school board may determine the position has been vacated; and/or
  - h. In the case of a Committee member who represented one (1) of the six (6) groups set forth in 6.1 (c) hereof, where that member ceases to be a member or a representative of the identified group and does not resume or restore such status within sixty (60) days of such occurrence.

(b) Attendance

- A. Committee members shall attend all regular business meetings of the Citizen's Oversight Committee.
- B. If a committee member has two or more unexcused absences for regularly scheduled committee meetings, the School Board may declare that position vacated.
- C. To be excused from any regularly scheduled committee meeting, the committee member shall notify the Oversight Committee Chairperson at least 48 hours prior to the meeting. However, if the member is unable to attend any regular meeting due to illness, injury or emergency, that same

**GENERAL OBLIGATION BONDS****Citizen's Oversight Committee Policy and Regulations**

member shall notify the Oversight Committee Chairperson of the emergency within 48 hours after the regularly scheduled meeting. This notification shall also constitute an excuse.

(ii) The District, on behalf of the Board, shall give at least ten (10) days prior written notice of the intent to determine a vacancy on the Committee prior to taking action thereon, and the reasons thereof, which notice shall be mailed, by United States mail first class postage prepaid, to the last known address of the Committee member in question and to the chairperson or president of the Committee. The power to make determinations as to vacancies on the Committee is expressly reserved to the Board.

- (b) In the event a vacancy is determined, such Committee position shall remain vacant until the Board appoints a new Committee member for that position. Following the determination of the vacancy on the Committee the Board shall follow the procedures set forth in Section 7.1 hereof to fill such vacancy within a reasonable period of time. The power to fill vacancies on the Committee is expressly reserved to the Board.
- (c) In making appointments to fill vacancies as set forth in this Section VII, the Board shall make appointments such that the five (5) representative groups, as set forth in Section 6.1 (c) hereof, shall be maintained.

**VIII Service on Committee.**

- 8.1 Service Without Compensation. As set forth in the Law, members of the Committee shall serve without compensation.
- 8.2 Non-Liability for District Debts. The private and personal property of the Committee members shall be exempt from execution or other liability for any debts, liabilities or obligations of the District or the Committee, and no Committee members shall be personally liable or responsible for any debts, liabilities or obligations of the District or the Committee except where expressly set forth in California law.
- 8.3 Conflicts of Interest and Prohibited Actions. It is the express desire and intention of the Board that members of the Committee shall not be, or have, any financial interest in the matters which they review.
- (a) All members of the Committee, as a condition of membership on the Committee, may be requested to sign a certification declaring that

**GENERAL OBLIGATION BONDS****Citizen's Oversight Committee Policy and Regulations**

such Committee appointee has no conflict of interest as to the issues which shall be before the Committee.

- (b) All members of the Committee shall expressly be subject to the limitations and requirement of Article 4 of Division 4 of Title I of the California Government Code, being Government Code Sections 1090, *et seq.*
- (c) All members of the Committee shall expressly be subject to the limitations and requirements of Article 4.7 of Division 4 of Title I of the California Government Code. Being Government Code Sections 1125, *et seq.*
- (d) All Committee members shall submit required Statements of Economic Interests, including filing annual Statements of economic Interests, pursuant to the District's current Conflict of Interest Code and California Government Code Sections 81008. All Committee members shall be required to report at a minimum under Disclosure Category II. All such Statements of Economic Interests shall be filed with the District and shall be available for public review as required by California Government Code Section 81000. *et seq.* All members of the Committee shall be furnished with a copy of the District's current Conflict of Interest Code upon their taking office as Committee members. Additionally, all persons appointed to the Committee shall be provided with a copy of this Policy and Regulations and any amendments thereto.

**IX. Committee Activities and Meetings.**

9.1 Activities of the Committee. The Committee may engage in any of the following activities in furtherance of its purpose:

- (a) Receive and review copies of the annual performance audit (as prepared pursuant to the requirements of Proposition 39);
- (b) Receive and review copies of the annual financial audit (as prepared pursuant to the requirements of Proposition 30);
- (c) Inspect school facilities and grounds to ensure that bond funds are expended for the purpose set forth in the bond measure approved by the voters;
- (d) Receive and review copies of any deferred maintenance proposal or plans developed by the District;
- (e) Review efforts by the District to maximize bond revenues by implementing cost-saving measures, including, but not limited to:
  - (i) Mechanisms designed to reduce the cost of professional fees;

**GENERAL OBLIGATION BONDS****Citizen's Oversight Committee Policy and Regulations**

- (ii) Mechanisms designed to reduce the costs of site preparation;
  - (iii) Recommendations regarding the joint use of core facilities;
  - (iv) Mechanisms designed to reduce costs by incorporating efficiencies in school site design; and
  - (v) Recommendations regarding the use of cost-effective and efficient reusable plans.
- (f) The Committee shall issue regular reports of the results of its activities. The Committee must issue at least one report each year.

9.2 Construction of Agenda. The superintendent or his designee, in cooperation with the Chair of the Committee, shall prepare an agenda for each regular meeting. Any committee member may contact the Superintendent or the Chair and request any item directly related to Committee business be placed on the agenda no later than five week days prior to the legally required public posting of the agenda.

- (a) The superintendent and the chair shall jointly determine if the item is or is not a matter directly related to Committee business.
- (b) The Committee may place limitations on the total time to be devoted to the matter at any meeting, and may limit the time allowed for any one person to speak on the matter at the meeting.
- (c) This provision does not prevent the board from taking testimony at regular meetings on matters which are not on the agenda which a member of the public may wish to bring before the Committee, but the Committee may take no action on such matters at that meeting.

9.3 Brown Act Compliance: Public Records.

- (a) Regular meeting dates, time, and place shall be established by the Committee and published/posted in accordance with the Ralph M. Brown Act (being Government Sections 54950 *et seq.*) and applicable District posting procedures. All Committee proceedings shall be open to the public and shall be subject to the provisions of the Ralph M. Brown Act. The Committee may adopt rules and regulations guidelines or similar procedures as may be necessary or desirable in order to comply with the requirements of the Ralph M. Brown Act.
- (d) All documents received by the Committee, Committee minutes and reports issued by the Committee shall be a matter of public record.

**GENERAL OBLIGATION BONDS****Citizen's Oversight Committee Policy and Regulations****X. Technical and Administrative Support.**

- 10.1 Statutory Requirement. The Board of the District, without any use of Bond funds, shall provide the Committee with:
- (a) Any necessary technical assistance and administrative assistance in furtherance of the Committee's purpose; and
  - (b) Sufficient resources to publicize the conclusions of the Committee (including establishing, operating and updating the Committee Internet Website).
- 10.2 Administrative Support. Administrative support provided by District staff to the Committee shall include all of the following:
- (a) Preparing, mailing and posting agendas for meetings of the Committee in compliance with the Ralph M. Brown Act;
  - (b) Preparing and submitting documents (including agenda materials) to the Committee members and to members of the public in compliance with the Ralph M. Brown Act;
  - (c) Arranging for meeting locations and preparing meeting facilities for scheduled meetings of the Committee;
  - (d) The taking, transcribing, providing and maintaining of minutes of the Committee meetings which minutes shall, at a minimum, include an identification of all Committee members present and absent at any meeting of the Committee and a statement of the vote on each issue of business directed, determined or set out by the Committee; and
  - (e) Maintaining Committee records and responding to public records act requests directed to the Committee which public records act requests and responses shall be handled according to the same procedures as are applicable to the District under its public records act policy.

District staff shall provide the following technical support to the Committee:

- (a) Arranging tours and inspections of school facilities and grounds as may be reasonably scheduled by the Committee as set forth in Section 9.1(c) above.
- (b) Providing audits, and written reports as provided for in Section 9.1 above, and providing, operating, maintaining and updating the Committee Internet Website as set forth in Section 10.3, hereof.
- (c) The District shall, in compliance with Section 10.1 hereof, provide sufficient administrative support and technical resources to conform with the directives and requirements set forth in the Law and within this Policy and Regulations. In covering such costs, the District shall cover

**GENERAL OBLIGATION BONDS****Citizen's Oversight Committee Policy and Regulations**

such costs as are reasonably necessary or required under California law and this Policy and Regulations in furtherance of the Committee's express purpose. In the event of a question relating to whether an expense of the Committee is reasonably necessary, such determination shall lie within the purview of the Superintendent of the District, who shall have the responsibility to provide a final determination on approval of such cost(s).

- 10.3 Committee Internet Website Education Code Section 15280(b) requires that certain documents relating to the Committee be made available on an Internet Website maintained by the District. The cost to operate, maintain and update the Committee Internet Website shall be the responsibility of the District. The Committee Internet Website may be included within an existing Website operated by the District or may be operated separately. The following documents and information shall appear on the Committee Internet Website and shall be updated from time to time:

- (a) Minutes of Committee meetings;
- (b) Reports issued by the Committee; and
- (c) Documents received by the Committee.

- 10.4 Presentation of Reports. Reports, including the annual report of the Committee, and recommendations of the Committee shall be presented to the Board. Committee recommendations for specific actions shall be forwarded to the Board and such District staff members as such recommendations shall concern.

**XI. Disbanding of Committee; Records.**

- 11.1 The Committee shall be disbanded at the end of the fiscal year in which:
- (a) All Proposition 39 bond proceeds and earnings thereon have been expended;
  - (b) The Committee has issued its final annual report as required under Section 9.1(f) above; and
  - (c) The Committee has completed and conducted its final meeting which shall be scheduled after notice of 11.1(a) hereof occurs.
- 11.2 In the event that the Committee is disbanded and the Districts succeeds in a later bond election where the provisions of Proposition 39 and the Law are applicable, the Board may, depending upon the passage of time, either reconstitute the last seated Committee or appoint new Committee members.



**GENERAL OBLIGATION BONDS**

**Citizen's Oversight Committee Policy and Regulations**

Such determination shall be in the sole and absolute discretion of the Board.

- 11.3 All records of the Committee shall be kept by the District (pursuant to its records retention policy) for a period of at least two (2) years after the disbanding of the Committee as provided for herein.

**XII. Amendment of Policy and Regulations.**

- 12.1 The Policy and Regulations set forth herein shall be subject to such later and further amendments and modifications by the Board as may be required by State law or may be reasonably necessary in fulfilling the purpose of the Committee or in the efficient administering of the business of the Committee.

**XIII. POWERS RESERVED TO THE GOVERNING BOARD**

- 13.1 In recognition of the fact that the Committee is charged with overseeing the expenditure of bond proceeds for approved bond projects:
- (b) Projects financed through the State of California, developer fees, redevelopment tax increment, certificates of participation, CFD Bonds, the general fund or the sale of surplus property without bond proceeds shall be outside the authority of the Committee.
  - (c) The establishment of priorities and order of construction for the bond projects shall be made by the Governing Board of the District at its sole discretion.
  - (d) The selection of architects, engineers, soils engineers, construction managers, project managers, CEQA consultants and such other professional service firms as are required to complete the project based on District criteria established by the Board is at its sole discretion.
  - (e) The approval of the design for each project including exterior materials, paint color, interior finishes, site plan and construction methods (modular vs. permanent) by the Board is at its sole discretion and the Board shall report to the Committee on any cost saving techniques considered or adopted by the Board.
  - (f) The selection of independent audit firm(s), performance audit consultants and such other consultants as are necessary to support the activities of the Committee shall be the responsibility of the Governing Board

**GENERAL OBLIGATION BONDS**

**Citizen's Oversight Committee Policy and Regulations**

- (g) The approval of an annual budget for the Committee that is sufficient to carry out the activities set forth in Proposition 39 and included herein shall be the responsibility of the Governing Board.
- (h) The allocation of State School Building Program grant funds to projects in the order and in an amount determined by the Board is at its sole discretion.
- (i) The adoption of a plan for publicizing the activities of the Committee and the determination as to whether a mailer, a newspaper notice or website materials would best suit the distribution of the Committee's findings and recommendations is at the sole discretion of the Governing Board.
- (j) The amendment or modification of the Procedures, Policies & Guidelines for the Committee as provided herein shall be the responsibility of the Governing Board, subject to the legal requirements of Proposition 39.
- (k) The appointment or reappointment of qualified applicants to serve on the Committee, subject to legal limitations, and based on criteria adopted by the Governing Board is at its sole discretion as part of carrying out the Board's function under Proposition 39.
- (l) Amendment of Policy and Regulations.

**Adopted: 10/22/02**

**Revised: 04/24/07**

# **CITIZENS' BOND OVERSIGHT COMMITTEE BYLAWS**

## **I. Adoption of Policy and Regulations – Legal Authority**

- 1.1 This Citizens' Oversight Committee Policy and regulations is adopted by the Board of Trustees ("Board") of the Tracy Unified School District ("District") pursuant to the provisions and requirements of Article 2 of Chapter 1.5 of Part 5 of Division I of Title I of the California Education Code (hereinafter the "Law") and pursuant to Education Code Section 35160.

## **II. Background**

- 2.1 On November 7, 2000, California voters approved Proposition 39, the Smaller Classes, Safer Schools and Financial Accountability Act (School Facilities: 55% Local Vote, Bonds, Taxes; Accountability Requirements). The text of Proposition 39 includes various accountability requirements including requirements for certain types of audits. In an effort to increase voter acceptance for Proposition 39, the California Legislature passed, and Governor Davis signed, Assembly Bill 1908 ("AB 1908"), which provides additional requirements relative to school district general obligation bond elections conducted pursuant to Proposition 39. Those requirements include provisions requiring school districts which are successful in Proposition 39 bond elections to establish and appoint a Citizens Oversight Committee, as required by the Law (as put into place pursuant to AB 1908). This Policy and Regulations are adopted to comply with the Law and to provide guidance as to the Committee and related matters.

## **III. Definitions**

- 3.1 Unless the context clearly requires otherwise, or a term is differently defined within this Policy and Regulations, the terms defined in the Section III shall, for all purposes of this Policy and Regulations, have the meanings(s) herein specified.

**"AB 1908"** means Assembly Bill 1908 of the California 2000 Legislative Session, being Chapter 44 of Statutes of 2000.

**"Board"** means the Board of Trustees of the District.

## **CITIZENS' BOND OVERSIGHT COMMITTEE BYLAWS**

**"Bonds"** means the general obligation bonds of the District as authorized by the voters and issued pursuant to State law.

**"Committee"** means the Citizens' Oversight Committee formed and appointed by the Board of the District pursuant to the requirements of the Law, and this Policy and Regulations.

**"District"** means the Tracy Unified School District.

**"Law"** means Article 2 of Chapter 1.5 of Part 5 of Division I of Title I of the California Education Code (being Education Code Sections 15278 *et seq.*)

**"Proposition 39"** means Proposition 39, the smaller classes, safe schools and Financial Accountability Act (school facilities; 55% local vote, bonds, taxes, accountability requirements) as approved by the California electorate on November 7, 2000.

### **IV     Establishment of Committee.**

- 4.1       The Committee shall be established upon the certification of successful election results of a Proposition 39 bond election by the Board subject to the purpose, parameters, policies and regulations set forth in California Law and herein.

### **V.     Purpose of Committee.**

- 5.1       Statutory Purpose. The purpose of the Committee shall be to inform the public, at least annually in a written report, concerning the expenditure of the bond proceeds. In carrying out this purpose the Committee shall:
- (a) Actively review and report on the proper expenditure of taxpayers' money for school construction;
  - (b) Advise the public as to whether the District is in compliance with the requirements of Article XIII A, Section 1 (b)(3) of the California Constitution, which provides that;
    - i. Bond funds are expended only for the construction, reconstruction, rehabilitation, or replacement of school facilities, including the furnishing and equipping of
- school facilities, or the acquisition or lease of real property for school facilities;

**CITIZENS' BOND OVERSIGHT COMMITTEE  
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- ii. No bond funds are used for any teacher or administrative salaries or other school operating expenses;
- iii. A list of projects to be funded was included on the ballot;
- iv. An annual independent performance audit is performed; and
- v. An annual independent financial audit is performed.

5.2 The Committee shall have only those powers expressly stated in, or directly required by, State law and this Policy and Regulations.

**VI Committee Composition.**

6.1

- (a) The Committee shall consist of at least seven (7) members, subject to the provisions of Section 7.1(c) hereof.
- (b) The Committee may not include any employee or official of the District or any vendor, contractor, or consultant of the District.
- (c) The Committee shall include all of the following.
  - i. One member who is active in a business organization representing the business community located within the District.
  - ii. One member who is active in a senior citizen's organization;
  - iii. One member who is active in a bona fide taxpayer association;
  - iv. One member shall be the parent or guardian of a child enrolled in the District; and
  - v. One member shall be both a parent or guardian of a child enrolled in the District and active in a parent-teacher organization, such as the Parent-Group, Parent Club, Parent Teacher Association or school site council.
  - vi. One member has been or is actively involved in the business of agriculture.

# **CITIZENS' BOND OVERSIGHT COMMITTEE BYLAWS**

## **VII Committee Appointments, Term, Officers, and Vacancies**

### **7.1 Appointments**

- (a) The initial members of the Committee shall be appointed by the Board within sixty (60) days of the date of the canvass of election results by the Board as required by the Law.
- (b) The Board may solicit applications, or provide for an application process, for appointment to the Committee in such manner as the Board shall direct. The Board may require candidates for membership on the Committee to submit information either on a stated form or to include informational criteria in a manner as may be established by the Board. Notwithstanding Section 4.1 hereof, the Board may, in its discretion, solicit applications for membership to the Committee in advance of an actual Proposition 39 general obligation bond election date as may be necessary or desirable to have adequate applicants to fill all of the required positions on the Committee and to have adequate time in which to fully and completely consider all of the applicants and their corresponding information. The solicitation of applicant information shall not require the formation of the Committee if the bond election in question is not successful.
- (c) In making its appointment, the Board shall satisfy the necessary statutory membership requirements on the Committee as set forth in Section 6.1 (c), hereof. In making its appointments to the Committee the Board may, in its discretion, consider various factors applicable to each candidate, including, but not limited to, (i) residency within the boundaries of the District, (ii) whether the candidate is a registered voter within the District, and (iii) the professional and educational background of any prospective Committee member, which may include experience in construction, property, facilities management and/or finance matters or other factors which tend to support or complement the purposes of the Committee. The Committee shall initially have seven (7) members; however, the Board retains the right to appoint additional members to the Committee provided that the Committee shall always have an odd number of members. In the event that the Law is amended to require a different or greater number of Committee members, the

Board shall, within the time set by California law, take action to appoint appropriate Committee members as shall be required.

## CITIZENS' BOND OVERSIGHT COMMITTEE BYLAWS

- (d) Any appointee to the Committee shall be required to comply with the requirements and limitations of Section 8.3 hereof.
- (e) If it is determined that if there are multiple qualified candidates beyond the number of existing vacancies, the Board may identify four alternates who can be used to fill vacancies that occur during the subsequent twelve (12) months provided that the action is compliant with sections 7.1(c), 7.2, and 7.3(b). The alternate list shall not exceed four (4) members.
- (f) Alternate Committee Members shall serve 1 year renewable terms, with no limitation on consecutive terms. Alternate members shall be full participants in the oversight process, but shall be non-voting members. ***However, should a quorum which consists of (4) voting members not be present at a meeting of the committee, the non-voting members shall be recognized as voting members and shall vote in order to create a quorum.*** Vacancy of an alternate seat shall be determined in accordance with section 7.3, including requirements to attend regularly scheduled meetings.
- (g) Appointees must submit to be fingerprinted and screened through the California Department of Justice to ensure no felony convictions are on record.

### 7.2 Term

- (a) Each member of the Committee shall serve for a term not to exceed two years. Three Committee members shall be designated as "one year" and four Committee members shall be designated as "two year" term members. No member of the Committee shall serve more than two (2) consecutive terms. A member of the Committee may serve multiple non-consecutive terms as the Board may determine or direct.
- (b) The term of office of a Committee member shall end upon the completion of their initial term or subsequent two-year term or, in the event that a vacancy for that Committee member's position is determined by the Board as set forth in this Policy and Regulations, until such vacancy is determined.
- (c) Each term shall match the fiscal year of the school district. Hence, each term shall end on June 30<sup>th</sup> of the appropriate term-year as described in paragraph 7.2.a above.

### 7.3 Officers

- (a) The Committee shall elect a chair, a vice-chair who shall act as chair only when the chair is absent, and a secretary, which positions shall continue for a one (1) year term. Elections shall be conducted

## **CITIZENS' BOND OVERSIGHT COMMITTEE BYLAWS**

during the first regularly scheduled meeting of each fiscal year. There shall be no limitation to the number of consecutive terms which an officer may serve.

- (b) The Chair of the Committee shall preside at all meetings of the committee, maintain order, rule on parliamentary procedure, consult with the superintendent or designee on preparation of the committee agendas, confer with the superintendent or designee on crucial matters which may occur between committee meetings, enforce the rules of the committee at all meetings, and sign all official reports from the committee.
  - a. In case of the resignation, absence, or disability of the Chair, the Vice-Chair shall perform the duties of the Chair. In case of the absence of the Vice-President, the Secretary shall perform all duties of the Chair.
- (c) The Vice-Chair of the Committee shall assume the duties of the Chair in the case of his/her resignation, absence, or disability. He or she will assist the Chair in planning, organizing, and directing activities. He or she will also act as interim spokesperson when the Secretary is not available, and has the responsibility of ensuring the publication of each scheduled meeting.
- (d) The Secretary shall be the chief spokesperson of the Oversight Committee and act as liaison to the news media and the community. The spokesperson is primarily responsible for providing current information to the public and his or her statements should reflect either the consensus or the majority and minority opinions of the committee membership.

### **7.4      Vacancies**

- (a) Determination of Vacancy. The Board may determine that a Committee member's seat on the Committee has become vacant under any of the following circumstances;
  - a. Resignation of that Committee member submitted in writing to the Board (which shall be effective upon its receipt by the Board);
  - b. Death, or a legal determination of the incapacity of that Committee member.
  - c. The Committee member relocates their principal place of residence to a location outside the boundaries of the District.
  - d. Conviction of a violation of Government Code Section 1090 *et seq.* or other applicable conflict of interest laws (see Section 8.3)



**CITIZENS' BOND OVERSIGHT COMMITTEE  
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- e. Conviction of any crime resulting in imprisonment or conviction of a felony involving moral turpitude;
- f. The election or appointment of that Committee member to a public office which is deemed or determined to be an incompatible public office with simultaneous membership on the Committee (see Section 8.3 hereof);
- g. If a committee member is absent from two (2) or more consecutive regularly scheduled Committee meetings, the school board may determine the position has been vacated; and/or
- h. In the case of a Committee member who represented one (1) of the six (6) groups set forth in 6.1 (c) hereof, where that member ceases to be a member or a representative of the identified group and does not resume or restore such status within sixty (60) days of such occurrence.

**(b) Attendance**

- A. Committee members shall attend all regular business meetings of the Citizen's Oversight Committee.
- B. If a committee member has two or more unexcused absences for regularly scheduled committee meetings, the School Board may declare that position vacated.
- C. To be excused from any regularly scheduled committee meeting, the committee member shall notify the Oversight Committee Chairperson at least 48 hours prior to the meeting. However, if the member is unable to attend any regular meeting due to illness, injury or emergency, that same member shall notify the Oversight Committee Chairperson of the emergency within 48 hours after the regularly scheduled meeting. This notification shall also constitute an excuse.

(ii) The District, on behalf of the Board, shall give at least ten (10) days prior written notice of the intent to determine a vacancy on the Committee prior to taking action thereon, and the reasons thereof, which notice shall be mailed, by United States mail first class postage prepaid, to the last known address of the Committee member in question and to the chairperson or president of the Committee. The power to make determinations as to vacancies on the Committee is expressly reserved to the Board.

- (b) In the event a vacancy is determined, such Committee position shall remain vacant until the Board appoints a new Committee member for that position. Following the determination of the vacancy on the Committee the Board shall

## CITIZENS' BOND OVERSIGHT COMMITTEE BYLAWS

follow the procedures set forth in Section 7.1 hereof to fill such vacancy within a reasonable period of time. The power to fill vacancies on the Committee is expressly reserved to the Board.

- (c) In making appointments to fill vacancies as set forth in this Section VII, the Board shall make appointments such that the five (5) representative groups, as set forth in Section 6.1 (c) hereof, shall be maintained.

### **VIII Service on Committee.**

- 8.1 Service Without Compensation. As set forth in the Law, members of the Committee shall serve without compensation.
- 8.2 Non-Liability for District Debts. The private and personal property of the Committee members shall be exempt from execution or other liability for any debts, liabilities or obligations of the District or the Committee, and no Committee members shall be personally liable or responsible for any debts, liabilities or obligations of the District or the Committee except where expressly set forth in California law.
- 8.3 Conflicts of Interest and Prohibited Actions. It is the express desire and intention of the Board that members of the Committee shall not be, or have, any financial interest in the matters which they review.
  - (a) All members of the Committee, as a condition of membership on the Committee, may be requested to sign a certification declaring that such Committee appointee has no conflict of interest as to the issues which shall be before the Committee.
  - (b) All members of the Committee shall expressly be subject to the limitations and requirement of Article 4 of Division 4 of Title I of the California Government Code, being Government Code Sections 1090, *et seq.*
  - (c) All members of the Committee shall expressly be subject to the limitations and requirements of Article 4.7 of Division 4 of Title I of the California Government Code. Being Government Code Sections 1125, *et seq.*
  - (d) All Committee members shall submit required Statements of Economic Interests, including filing annual Statements of economic Interests, pursuant to the District's current Conflict of Interest Code and California Government Code Sections 81008. All Committee members shall be required to report at a minimum under Disclosure Category II. All such Statements of Economic Interests shall be filed with the District and shall be available for public review as required by California Government Code Section 81000. *et seq.* All members of the Committee shall be furnished with a copy of the

## **CITIZENS' BOND OVERSIGHT COMMITTEE BYLAWS**

District's current Conflict of Interest Code upon their taking office as Committee members. Additionally, all persons appointed to the Committee shall be provided with a copy of this Policy and Regulations and any amendments thereto.

### **IX. Committee Activities and Meetings.**

- 9.1 Activities of the Committee. The Committee may engage in any of the following activities in furtherance of its purpose:
- (a) Receive and review copies of the annual performance audit (as prepared pursuant to the requirements of Proposition 39);
  - (b) Receive and review copies of the annual financial audit (as prepared pursuant to the requirements of Proposition 30);
  - (c) Inspect school facilities and grounds to ensure that bond funds are expended for the purpose set forth in the bond measure approved by the voters;
  - (d) Receive and review copies of any deferred maintenance proposal or plans developed by the District;
  - (e) Review efforts by the District to maximize bond revenues by implementing cost-saving measures, including, but not limited to:
    - (i) Mechanisms designed to reduce the cost of professional fees;
    - (ii) Mechanisms designed to reduce the costs of site preparation;
    - (iii) Recommendations regarding the joint use of core facilities;
    - (iv) Mechanisms designed to reduce costs by incorporating efficiencies in school site design; and
    - (v) Recommendations regarding the use of cost-effective and efficient reusable plans.
  - (f) The Committee shall issue regular reports of the results of its activities. The Committee must issue at least one report each year.
- 9.2 Construction of Agenda. The superintendent or his designee, in cooperation with the Chair of the Committee, shall prepare an agenda for each regular meeting. Any committee member may contact the Superintendent or the Chair and request any item directly related to Committee business be placed on the agenda no later than five week days prior to the legally required public posting of the agenda.
- (a) The superintendent and the chair shall jointly determine if the item is or is not a matter directly related to Committee business.

## **CITIZENS' BOND OVERSIGHT COMMITTEE BYLAWS**

- (b) The Committee may place limitations on the total time to be devoted to the matter at any meeting, and may limit the time allowed for any one person to speak on the matter at the meeting.
- (c) This provision does not prevent the board from taking testimony at regular meetings on matters which are not on the agenda which a member of the public may wish to bring before the Committee, but the Committee may take no action on such matters at that meeting.

### **9.3 Brown Act Compliance: Public Records.**

- (a) Regular meeting dates, time, and place shall be established by the Committee and published/posted in accordance with the Ralph M. Brown Act (being Government Sections 54950 *et seq.*) and applicable District posting procedures. All Committee proceedings shall be open to the public and shall be subject to the provisions of the Ralph M. Brown Act. The Committee may adopt rules and regulations guidelines or similar procedures as may be necessary or desirable in order to comply with the requirements of the Ralph M. Brown Act.
- (d) All documents received by the Committee, Committee minutes and reports issued by the Committee shall be a matter of public record.

## **X. Technical and Administrative Support.**

- 10.1 Statutory Requirement. The Board of the District, without any use of Bond funds, shall provide the Committee with:
  - (a) Any necessary technical assistance and administrative assistance in furtherance of the Committee's purpose; and
  - (b) Sufficient resources to publicize the conclusions of the Committee (including establishing, operating and updating the Committee Internet Website).
- 10.2 Administrative Support. Administrative support provided by District staff to the Committee shall include all of the following:
  - (a) Preparing, mailing and posting agendas for meetings of the Committee in compliance with the Ralph M. Brown Act;
  - (b) Preparing and submitting documents (including agenda materials) to the Committee members and to members of the public in compliance with the Ralph M. Brown Act;
  - (c) Arranging for meeting locations and preparing meeting facilities for scheduled meetings of the Committee;
  - (d) The taking, transcribing, providing and maintaining of minutes of the Committee meetings which minutes shall, at a minimum, include an identification of all Committee members present and absent at any

## **CITIZENS' BOND OVERSIGHT COMMITTEE BYLAWS**

meeting of the Committee and a statement of the vote on each issue of business directed, determined or set out by the Committee; and

- (e) Maintaining Committee records and responding to public records act requests directed to the Committee which public records act requests and responses shall be handled according to the same procedures as are applicable to the District under its public records act policy.

District staff shall provide the following technical support to the Committee:

- (a) Arranging tours and inspections of school facilities and grounds as may be reasonably scheduled by the Committee as set forth in Section 9.1(c) above.
- (b) Providing audits, and written reports as provided for in Section 9.1 above, and providing, operating, maintaining and updating the Committee Internet Website as set forth in Section 10.3, hereof.
- (c) The District shall, in compliance with Section 10.1 hereof, provide sufficient administrative support and technical resources to conform with the directives and requirements set forth in the Law and within this Policy and Regulations. In covering such costs, the District shall cover such costs as are reasonably necessary or required under California law and this Policy and Regulations in furtherance of the Committee's express purpose. In the event of a question relating to whether an expense of the Committee is reasonably necessary, such determination shall lie within the purview of the Superintendent of the District, who shall have the responsibility to provide a final determination on approval of such cost(s).

10.3 Committee Internet Website Education Code Section 15280(b) requires that certain documents relating to the Committee be made available on an Internet Website maintained by the District. The cost to operate, maintain and update the Committee Internet Website shall be the responsibility of the District. The Committee Internet Website may be included within an existing Website operated by the District or may be operated separately. The following documents and information shall appear on the Committee Internet Website and shall be updated from time to time:

- (a) Minutes of Committee meetings;
- (b) Reports issued by the Committee; and
- (c) Documents received by the Committee.

10.4 Presentation of Reports. Reports, including the annual report of the Committee, and recommendations of the Committee shall be presented to the Board. Committee recommendations for specific actions shall be

## **CITIZENS' BOND OVERSIGHT COMMITTEE BYLAWS**

forwarded to the Board and such District staff members as such recommendations shall concern.

### **XI. Disbanding of Committee; Records.**

- 11.1 The Committee shall be disbanded at the end of the fiscal year in which:
  - (a) All Proposition 39 bond proceeds and earnings thereon have been expended;
  - (b) The Committee has issued its final annual report as required under Section 9.1(f) above; and
  - (c) The Committee has completed and conducted its final meeting which shall be scheduled after notice of 11.1(a) hereof occurs.
- 11.2 In the event that the Committee is disbanded and the Districts succeeds in a later bond election where the provisions of Proposition 39 and the Law are applicable, the Board may, depending upon the passage of time, either reconstitute the last seated Committee or appoint new Committee members. Such determination shall be in the sole and absolute discretion of the Board.
- 11.3 All records of the Committee shall be kept by the District (pursuant to its records retention policy) for a period of at least two (2) years after the disbanding of the Committee as provided for herein.

### **XII. Amendment of Policy and Regulations.**

- 12.1 The Policy and Regulations set forth herein shall be subject to such later and further amendments and modifications by the Board as may be required by State law or may be reasonably necessary in fulfilling the purpose of the Committee or in the efficient administering of the business of the Committee.

### **XIII. POWERS RESERVED TO THE GOVERNING BOARD**

- 13.1 In recognition of the fact that the Committee is charged with overseeing the expenditure of bond proceeds for approved bond projects:
  - (b) Projects financed through the State of California, developer fees, redevelopment tax increment, certificates of participation, CFD Bonds, the general fund or the sale of surplus property without bond proceeds shall be outside the authority of the Committee.

**CITIZENS' BOND OVERSIGHT COMMITTEE  
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- (c) The establishment of priorities and order of construction for the bond projects shall be made by the Governing Board of the District at its sole discretion.
- (d) The selection of architects, engineers, soils engineers, construction managers, project managers, CEQA consultants and such other professional service firms as are required to complete the project based on District criteria established by the Board is at its sole discretion.
- (e) The approval of the design for each project including exterior materials, paint color, interior finishes, site plan and construction methods (modular vs. permanent) by the Board is at its sole discretion and the Board shall report to the Committee on any cost saving techniques considered or adopted by the Board.
- (f) The selection of independent audit firm(s), performance audit consultants and such other consultants as are necessary to support the activities of the Committee shall be the responsibility of the Governing Board
- (g) The approval of an annual budget for the Committee that is sufficient to carry out the activities set forth in Proposition 39 and included herein shall be the responsibility of the Governing Board.
- (h) The allocation of State School Building Program grant funds to projects in the order and in an amount determined by the Board is at its sole discretion.
- (i) The adoption of a plan for publicizing the activities of the Committee and the determination as to whether a mailer, a newspaper notice or website materials would best suit the distribution of the Committee's findings and recommendations is at the sole discretion of the Governing Board.
- (j) The amendment or modification of the Procedures, Policies & Guidelines for the Committee as provided herein shall be the responsibility of the Governing Board, subject to the legal requirements of Proposition 39.
- (k) The appointment or reappointment of qualified applicants to serve on the Committee, subject to legal limitations, and based on criteria adopted by the Governing Board is at its sole discretion as part of carrying out the Board's function under Proposition 39.
- (l) Amendment of Policy and Regulations.

**Adopted: 4/24/07**



# EDUCATIONAL SERVICES MEMORANDUM

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**TO:** Dr. James Franco, Superintendent  
**FROM:** ~~Dr. James Franco~~ Dr. Sheila Harrison, Assistant Superintendent of Educational Services  
**DATE:** June 14, 2007  
**SUBJECT:** Approve the Special Education Local Plan Area Local Education Agency (LEA) Assurances

**BACKGROUND:** The County periodically updates the Special Education Local Plan Area to reflect changes in law and/or policy. Because Holt Union Elementary School District will be absorbed by the Tracy Unified School District effective July 1, changes have been made in the governance section of the Local Plan to reflect this.

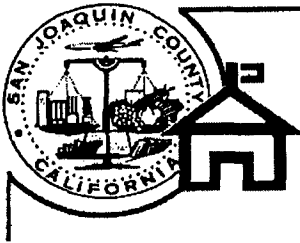
**RATIONALE:** Revisions were made to the governance section of the Local Plan to reflect this change. The San Joaquin County Office of Education requires approved by the Board of the Tracy Unified School District before June 30<sup>th</sup>. This supports Strategic Goal #2, Create a Quality and Effective Learning Environment for all Students.

**FUNDING:** N/A

**RECOMMENDATION:** Approve the Special Education Local Plan Area Local Education Agency (LEA) Assurances.

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





## SAN JOAQUIN COUNTY OFFICE OF EDUCATION

### SPECIAL EDUCATION LOCAL PLAN AREA LOCAL EDUCATION AGENCY (LEA) ASSURANCES

#### **1. FREE APPROPRIATE PUBLIC EDUCATION (20 USC § 1412 (a)(1))**

It shall be the policy of this LEA that a free appropriate public education is available to all children residing in the LEA between the ages of three through 21 inclusive, including students with disabilities who have been suspended or expelled from school.

#### **2. FULL EDUCATIONAL OPPORTUNITY (20 USC § 1412 (a)(2))**

It shall be the policy of this LEA that all pupils with disabilities have access to educational programs, nonacademic programs, and services available to non-disabled pupils.

#### **3. CHILD FIND (20 USC § 1412 (a)(3))**

It shall be the policy of this LEA that all children with disabilities residing in the State, including children with disabilities who are homeless or are wards of the State and children attending private schools, regardless of the severity of their disabilities, and who are in need of special education and related services are identified, located and evaluated. A practical method is developed and implemented to determine which students with disabilities are currently receiving needed special education and related services.

#### **4. INDIVIDUALIZED EDUCATION PROGRAM (IEP) AND INDIVIDUALIZED FAMILY SERVICE PLAN (IFSP) (20 USC § 1412 (a)(4))**

It shall be the policy of this LEA that an Individualized Education Program (IEP) or an Individualized Family Service Plan (IFSP) is developed, reviewed and revised for each

child with a disability who requires special education and related services in order to benefit from his/her individualized education program. It shall be the policy of this LEA that a review of an IEP will be conducted on at least an annual basis to review a student's progress and make appropriate revisions.

#### **5. LEAST RESTRICTIVE ENVIRONMENT (20 USC § 1412 (a)(5))**

It shall be the policy of this LEA that to the maximum extent appropriate, children with disabilities, including children in public or private institutions or other care facilities, are educated with children who are not disabled. Special class, separate schooling, or other removal of a student with disabilities from the general educational environment, occurs only when the nature or severity of the disability of the student is such that education in general classes with the use of supplemental aids and services cannot be achieved satisfactorily.

#### **6. PROCEDURAL SAFEGUARDS (20 USC § 1412 (a)(6))**

It shall be the policy of this LEA that children with disabilities and their parents shall be afforded all procedural safeguards throughout the provision of a free appropriate public education including the identification, evaluation, and placement process.

#### **7. EVALUATION (20 USC § 1412 (a)(7))**

It shall be the policy of this LEA that a reassessment of a student with a disability shall be conducted at least once every three years or more frequently, if appropriate.

#### **8. CONFIDENTIALITY (20 USC § 1412 (a)(8))**

It shall be the policy of this LEA that the confidentiality of personally identifiable data information and records maintained by the LEA relating to children with disabilities and their parents and families shall be protected pursuant to the Family Educational Rights and Privacy Act (FERPA).

## **9. PART C, TRANSITION (20 USC § 1412 (a)(9))**

It shall be the policy of this LEA that a transition process for a child who is participating in Early Intervention Programs (IDEA, Part C) with an IFSP is begun prior to a toddler's third birthday. The transition process shall be smooth, timely and effective for the child and family.

## **10. PRIVATE SCHOOLS (20 USC § 1412 (a)(10))**

It shall be the policy of this LEA to assure that children with disabilities voluntarily enrolled by their parents in private schools shall receive appropriate special education and related services pursuant to LEA coordinated procedures. The proportionate amount of federal funds will be allocated for the purpose of providing special education services to children with disabilities voluntarily enrolled in private school by their parents.

## **11. LOCAL COMPLIANCE ASSURANCES (20 USC § 1412 (a)(11))**

It shall be the policy of this LEA that the local plan shall be adopted by the appropriate local board(s) (district/county) and is the basis for the operation and administration of special education programs; and that the agency(ies) herein represented will meet all applicable requirements of state and federal laws and regulations, including compliance with the Individuals with Disabilities Education Act, the Federal Rehabilitation Act of 1973, Section 504 of Public Law and the provisions of the California Education Code, Part 30.

## **12. INTERAGENCY (20 USC § 1412 (a)(12))**

It shall be the policy of this LEA that interagency agreements or other mechanisms for interagency coordination are in effect to ensure services required for FAPE are provided, including the continuation of services during an interagency dispute resolution process.

### **13. GOVERNANCE (20 USC § 1412 (a)(13))**

It shall be the policy of this LEA to support and comply with the provisions of the governance bodies and any necessary administrative support to implement the Local Plan. A final determination that an LEA is not eligible for assistance under this part will not be made without first affording that LEA with reasonable notice and an opportunity for a hearing through the State Educational Agency.

### **14. PERSONNEL QUALIFICATIONS (20 USC § 1412 (a)(14))**

It shall be the policy of this LEA to ensure that personnel providing special education related services meet the highly qualified requirements as defined under federal law, including that those personnel have the content knowledge and skills to serve children with disabilities.

This policy shall not be construed to create a right of action on behalf of an individual student for the failure of a particular LEA staff person to be highly qualified or to prevent a parent from filing a State complaint with the CDE about staff qualifications.

### **15. PERFORMANCE GOALS & INDICATORS (20 USC § 1412 (a)(15))**

It shall be the policy of this LEA to comply with the requirements of the performance goals and indicators developed by the CDE and provide data as required by the CDE.

### **16. PARTICIPATION IN ASSESSMENTS (20 USC § 1412 (a)(16))**

It shall be the policy of this LEA that all students with disabilities shall participate in state and district-wide assessment programs. The IEP team determines how a student will access assessments with or without accommodations, or access alternate assessments, consistent with state standards governing such determinations.

**17. SUPPLEMENTATION OF STATE/FEDERAL FUNDS (20 USC § 1412 (a)(17))**

It shall be the policy of this LEA to provide assurances that funds received from Part B of the IDEA will be expended in accordance with the applicable provisions of the IDEA; will be used to supplement and not to supplant state, local and other Federal funds.

**18. MAINTENANCE OF EFFORT (20 USC § 1412 (a)(18))**

It shall be the policy of this LEA that federal funds will not be used to reduce the level of local funds and/or combined level of local and state funds expended for the education of children with disabilities except as provided in Federal law and regulations.

**19. PUBLIC PARTICIPATION (20 USC § 1412 (a)(19))**

It shall be the policy of this LEA that public hearings, adequate notice of the hearings, and an opportunity for comment available to the general public, including individuals with disabilities and parents of children with disabilities are held prior to the adoption of any policies and/or regulations needed to comply with Part B of the IDEA.

**20. RULE OF CONSTRUCTION (20 USC § 1412 (a)(20))**  
(Federal requirement for State Education Agency only)

**21. STATE ADVISORY PANEL (20 USC § 1412 (a)(21))**  
(Federal requirement for State Education Agency only)

**22. SUSPENSION/EXPULSION (20 USC § 1412 (a)(22))**

The LEA assures that data on suspension and expulsion rates will be provided in a manner prescribed by the CDE. When indicated by data analysis, the LEA further assures that policies, procedures and practices related to the development and implementation of the IEPs will be revised.

**23. ACCESS TO INSTRUCTIONAL MATERIALS (20 USC § 1412 (a)(23))**

It shall be the policy of this LEA to provide instructional materials to blind students or other students with print disabilities in a timely manner according to the state adopted National Instructional Materials Accessibility Standard.

**24. OVERIDENTIFICATION AND DISPROPORTIONALITY (20 USC § 1412 (a)(24))**

It shall be the policy of this LEA to prevent the inappropriate disproportionate representation by race and ethnicity of students with disabilities.

**25. PROHIBITION ON MANDATORY MEDICINE (20 USC § 1412 (a)(25))**

It shall be the policy of this LEA to prohibit school personnel from requiring a student to obtain a prescription for a substance covered by the Controlled Substances Act as a condition of attending school or receiving a special education assessment and/or services.

**26. DISTRIBUTION OF FUNDS (20 USC § 1411(e),(f)(1-3))**  
(Federal requirement for State Education Agency only)

**27. DATA (20 USC § 1418 a-d)**

It shall be the policy of this LEA to provide data or information to the California Department of Education that may be required by regulations.

**28. READING LITERACY (State Board requirement, 2/99)**

It shall be the policy of this LEA that in order to improve the educational results for students with disabilities, SELPA Local Plans shall include specific information to ensure that all students who require special education will participate in the California Reading Initiative.

## **29. CHARTER SCHOOLS (E.C. 56207.5 (a-c))**

It shall be the policy of this LEA that a request by a charter school to participate as a local educational agency in a special education local plan area may not be treated differently from a similar request made by a school district.

## CERTIFICATION OF BOARD MINUTES

This is to certify that in accordance with Federal and State laws and regulations, the **Tracy Unified School District**, at its regular meeting on **June 26, 2007**, approved the local plan and that this plan is the basis for the operation and administration of special education programs. The agency(ies) herein represented will meet all applicable requirements of state and federal laws, regulations and state policies and procedures, including compliance with the individuals with Disabilities Education Act, 20 USC 1400 et seq., and implementing regulations under 34 CFR, Parts 300 and 303, 29 USC 705 (2), 794-794b. Section 504 of Public Law, the Federal Rehabilitation Act of 1973, as amended, and the provisions of the California Education Code, Part 30 and Chapter 3, Division 1 of Title V of the California Code of Regulations.

Be it further resolved, the LEA superintendent shall administer the local implementation of procedures, in accordance with state and federal laws, rules, and regulations, which will ensure full compliance.

Furthermore, the LEA superintendent ensures that policies and procedures covered by this assurance statement are on file at the Local Education Agency and the SELPA office.

Adopted this \_\_\_\_ day of June, 2007.

Yeas: \_\_\_\_\_ Nays: \_\_\_\_\_

Signed \_\_\_\_\_  
James C. Franco, Ed.D.  
Superintendent



## **GOVERNANCE**

## SAN JOAQUIN COUNTY SELPA LOCAL PLAN

### PURPOSE AND INTENT

The San Joaquin County Special Education Local Plan (SELPA) is composed of ~~eleven~~ten Local Education Agencies (LEAs) and the San Joaquin County Office of Education. The San Joaquin County Office of Education has been designated as the Responsible Local Agency (RLA) and the San Joaquin County Superintendent of Schools as the Superintendent of the RLA. In adopting the completed Local Plan each LEA agrees to carry out the duties and responsibilities assigned to each agency within the Plan, or which may be delegated at a later date through agreement of the participating agencies.

The function of the SELPA and participating agencies is to assure access to special education and services and to provide a quality educational program appropriate to the needs of each eligible child with a disability who resides within the Local Plan Area. Services may also be provided to those eligible individuals who are residents of other SELPAs who may be in need of services, and who, in accordance with the provisions of the annual budget plan of the cooperating Local Plan Area, attend programs in this region. Participating agencies may enter into additional contractual arrangements to meet the requirements of applicable federal and state law.

All such programs are to be operated in a cost effective manner consistent with the funding provisions of Education Code Section 56700 et seq, other applicable laws and the policies, and procedures of the SELPA.

The following are San Joaquin County SELPA agencies:

Banta Elementary School District  
Escalon Unified School District  
~~Holt Union Elementary School District~~  
Jefferson Elementary School District  
Lammersville Elementary School District  
Lincoln Unified School District  
Linden Unified School District  
Manteca Unified School District  
New Jerusalem School District  
Ripon Unified School District  
Tracy Unified School District  
San Joaquin County Office of Education, County Programs

### DESCRIPTION OF GOVERNANCE STRUCTURE

[56195.1(c)(1-2), 56205 (a)(12)(A), 56205(a)(12)(D)(ii)]

The executive structure of the San Joaquin Special Education Local Plan Area (SELPA) consists of ~~teneleven~~ district superintendents and the County Superintendent acting on behalf of ~~eleventwelve~~ governing boards. Collectively, they constitute the Council of

## SAN JOAQUIN COUNTY SELPA LOCAL PLAN

Superintendents, which will be the decision making body of the consortium, and will meet regularly or at the request of a member.

The management structure of the SELPA consists of ~~twelve~~-eleven Local Plan Agency Directors, (including the County Director), the SELPA Director, and such other management positions as may be specified by the Council of Superintendents. The ~~twelve~~-eleven Directors constitute the Council of Directors, which is responsible for coordinating special education services in the SELPA. The SELPA Director will administer and implement regionalized services as specified in the Local Plan and pursuant to rules, guidelines, and procedures adopted by the Council of Superintendents.

The San Joaquin County Office of Education is designated as the Administrative Unit, the Responsible Local Agency (RLA) for the San Joaquin County SELPA. It shall be responsible for, but not limited to the following functions:

1. Receipt and distribution of special education funds to district accounts for the operation of special education programs and services.
2. Receipt and distribution of special education funds to accounts exclusively designated for SELPA use.
3. Employment of staff to support SELPA functions.

## POLICY-MAKING RESPONSIBILITIES OF THE GOVERNING BOARDS

[56195.7(i), 56195.8]

The role of the Governing Boards of Trustees is to review and adopt policies, which govern the implementation of the Local Plan and are required by the California Education Code.

Identification of issues for policy-making may be made by the Council of Directors, Council of Superintendents, Local or Responsible Agency Superintendents or the Local or Responsible Education Agency governing boards. The Council of Directors, assisted by the SELPA Staff, and advised by the Community Advisory Committee, will draft recommended policy statements when requested. The Council of Superintendents will review and act upon policies recommended by the Council of Directors.

## PUBLIC PARTICIPATION

[56205(a)(12)(E)(20), 56205(b)(4)]

Members of the public, including parents or guardians of students with disabilities, staff, public and non-public agencies and members of the public at large, may address questions to

## SAN JOAQUIN COUNTY SELPA LOCAL PLAN

the governing boards of local educational agencies and the Responsible Local Agency, the Council of Directors and the Superintendents' Council.

### RESPONSIBILITIES OF THE COUNCIL OF SUPERINTENDENTS [56205(a)(12)(A)(D)]

It is the responsibility of the Council of Superintendents, chaired by the RLA Superintendent, in implementing the Plan to:

1. Act as the decision - making body for the RLA.
2. Direct the allocation and utilization of special education management and support services and other resources within the Special Education Local Plan Area (SELPA) in accordance with the provisions of the Local Plan.
3. Review special education issues and recommend effective solutions to governing boards.
4. Provide leadership in the development of policy and procedures, goals, priorities and plans for the comprehensive and systematic provision of special education programs and services, and recommend their adoption by participating boards.
5. Adopt executive rules, administrative regulations, and procedures for the management of special education programs and services in the SELPA, and the implementation of agreements.
6. Monitor special education programs and services with respect to both planned and actual efforts, progress, and results.
7. Adopt guidelines and procedures for the conduct of special education programs and services available through the Local Plan.
8. Provide executive direction to the Director responsible for regionalized services and to the Responsible Local Agency (RLA) Superintendent, when appropriate regarding the implementation, administration and operation of special education programs and services in accordance with the Local Plan.
9. Direct that data be gathered, interpreted and reported regarding the implementation, administration, and operation of the Local Plan.
10. Review data about the current status and accomplishments of special education programs in the SELPA.
11. Provide leadership for inter-district actions pertaining to the implementation, administration, and operation of the Local Plan.

## SAN JOAQUIN COUNTY SELPA LOCAL PLAN

12. Review, upon request of a local agency, the Local Education Agency's (LEA) portion of the special education programs and services in accordance with the provisions of the Local Plan.
13. Facilitate liaison with community resources, the LEA, the RLA, and the Community Advisory Committee (CAC).
14. Approve an annual budget and program plan composed of the individually adopted budget and program plans from each LEA and the county operated program.

### RESPONSIBILITIES OF LOCAL EDUCATION AGENCY BOARDS OF EDUCATION

[56195.1(b)(2), 56195.5(a), 56205(a)(12)(D)(i)]

The responsibilities of Local Education Agency (LEA) Boards of Education in implementing the Plan are as follows:

1. Exercise authority over, assume responsibility for, and be fiscally accountable for special education programs operated by the LEA.
2. Enter into a Joint Powers Agreement with other LEAs participating in the plan, for purposes of delivery of services and programs.
3. Review and approve revisions of the San Joaquin County SELPA Local Plan for Special Education.
4. Participate in the governance of the San Joaquin County SELPA through their designated representative to the Governance Council.
5. Appoint members to the Community Advisory Committee (CAC).

### RESPONSIBILITIES OF SUPERINTENDENTS OF PARTICIPATING LOCAL EDUCATION AGENCIES

[56195.1(b)(2), 56205(a)(12)(D)]

It is the responsibility of the Local Education Agency (LEA) Superintendents in implementing the Plan to:

1. Implement special education responsibilities of the LEA as agreed upon in the Local Plan and as determined by the Council of Superintendents, utilizing locally established procedures.
2. Recommend special education policies to the local governing board.

## SAN JOAQUIN COUNTY SELPA LOCAL PLAN

3. Assist the RLA in the selection of the director of the SELPA and regionalized services staff.
4. Respond to LEA due process hearing requests and complaints.
5. Serve as a member of the Council of Superintendents.

### RESPONSIBILITIES OF PARTICIPATING LOCAL EDUCATION AGENCIES

[56195.1(b)(2), 56195.1(c)(1), 56195.5(b), 56205(a)(12)(D)(i)]

The responsibilities of the participating Local Education Agencies (LEA) in implementing the Plan are as follows:

Each participating LEA is responsible for implementing those services assigned to the local agency here in and provided for in local budget plans. Each LEA provides assigned programs and services through its own facilities and staff.

When an LEA is unable to provide an appropriate program for an individual pupil, that LEA shall, in cooperation with the SELPA Program Specialists, arrange for an appropriate placement, through an Individualized Education Team, in a San Joaquin County program, in another LEA within the San Joaquin County SELPA. If such placement is not possible, the San Joaquin County SELPA Director will assist the district in a placement outside of the San Joaquin County SELPA. The San Joaquin County Office of Education shall perform the services of an LEA for persons with disabilities residing in Juvenile Court Schools in the San Joaquin County SELPA.

### COMMUNITY ADVISORY COMMITTEE

[56205(a)(12)(C), 56205(b)(6)]

The San Joaquin County SELPA Community Advisory Committee (CAC) is comprised of parents of individuals with disabilities enrolled in public or non-public schools within the San Joaquin County SELPA. The CAC may include pupils and adults with disabilities; general education teachers and parents, special education providers, and other school personnel within the San Joaquin County SELPA. It may also include representatives of other public and non-public agencies, and persons concerned with the education of persons with disabilities. The school boards of the participating Local Education Agencies (LEAs) shall appoint one member and alternates to the CAC. The Superintendents Council shall establish policies for the operation of the CAC in accordance with the state regulations for CAC responsibilities.

The CAC will be advisory to the Council of Directors and each member will be responsible to the appointing Board of Education or agency.

## SAN JOAQUIN COUNTY SELPA LOCAL PLAN

1. Procedures for Appointment to the Community Advisory Committee:
  - a. Recommendations for appointment of parents to the CAC will be solicited by each LEA Director. These recommendations will be presented to the governing boards for appointment.
  - b. Appointment of agency representation will be requested of agency management personnel by the SELPA Director.
  - c. Appointment of regular and special education teacher and other school personnel will be solicited by the SELPA Director, contacting the professional organization leadership and requesting representation.
2. Responsibilities of the CAC are implemented as follows:
  - a. Input is solicited from members of the CAC regarding areas to be addressed in the Local Plan. Once the Plan has been developed, it is presented to the CAC for review and comment.
  - b. At the time initial input is solicited, members of the CAC may provide recommendations for prioritizing services.
  - c. Members of the CAC are encouraged to provide suggestions for parent education activities. Also, members are encouraged to participate in parent education activities and to recruit individuals who might assist in the implementation of the plan.
  - d. Members of the CAC are encouraged to discuss all aspects of the Plan in the community. Information is made available to them so they can become a resource to the community.
  - e. Information about various special needs and agencies available to assist individuals with these needs is made available to members of the CAC. Members are encouraged to be supportive of families and individuals with exceptional needs and to support and participate in activities on their behalf.
  - f. Members of the CAC are encouraged to assist in encouraging regular school attendance.

## RESPONSIBILITIES OF DISTRICT AND COUNTY ADMINISTRATORS OF SPECIAL EDUCATION [56205(a)(12)(D)]

The responsibilities of each District and County Administrator of Special Education in coordinating the administration of the Local Plan are as follows:

## SAN JOAQUIN COUNTY SELPA LOCAL PLAN

1. Manage and operate Local Education Agency (LEA) Programs and Services.
2. Participate in the development of the annual budget plan by making budgetary recommendations to the Council of Superintendents regarding regionalized classes.
3. Serve as a member of the Council of Directors which has responsibility to:
  - a. Identify and prioritize special education program and service needs for the districts and for the SELPA.
  - b. Establish priorities for use of the regionalized services funds.
  - c. Recommend policy to the Council of Superintendents.
  - d. Collect and report information on program operations as required.
  - e. Participate in the recruiting, screening, and interviewing process for any Responsible Local Agency staff who have a SELPA function.
  - f. Provide mutual technical assistance in due process and complaint procedures.
  - g. Develop and implement standards, agreements, policies, and procedures for implementation of the Local Plan.
  - h. Consider and respond to concerns expressed by the Community Advisory Committee (CAC)
  - i. Keep the CAC informed of pending decisions and encourage CAC input.
  - j. Provide leadership for special education within the SELPA.
  - k. In cooperation with the SELPA Director, provide liaison among participating Districts, private providers of services, advisory groups, and the organization structure.

### PROCEDURE FOR DETERMINING THE RESPONSIBILITY OF EACH PARTICIPATING AGENCY TO PROVIDE AND TO ASSURE ACCESS TO SPECIAL EDUCATION SERVICE FOR ALL INDIVIDUALS WITH EXCEPTIONAL NEEDS IN THE SELPA [56195.1(b)(2), 56205(a)(12)(D)]

The Council of Superintendents and the Council of Directors will each organize as Councils of the Whole, with each participant as a voting member. The Councils of Directors will meet regularly, the Council of Superintendents as needed. The decision making process regarding all



## SAN JOAQUIN COUNTY SELPA LOCAL PLAN

aspects of the Local Plan, including responsibility, access to program and changes in the delivery system will be:

The Council of Directors will initiate agenda items. These items will be presented at meetings for discussion, review and development of draft recommendations. The recommendations will be sent to the Council of Superintendents for review and action. Action of the Council of Superintendents is final unless an item is referred back to the Council of Directors.

A recommendation that has been approved by the Council of Superintendents is presented by them, when necessary, to each governing board for review and input or adoption/approval. Each board reviews and adopts/approves policies, the Local Plan and their individual budget plan.

### PROCEDURE BY WHICH THE GOVERNANCE STRUCTURE CAN BE CHANGED

[56140(b), 56195.1(b)(1), 56195.3(b), 56205]

Any Local Education Agency (LEA) may submit to the Council of Directors a request for change in the governance structure of the SELPA. It is the responsibility of the Council of Directors to study the ramifications of the request, specifically size, scope and effectiveness of service delivery to individuals with exceptional needs. The Council of Directors will draft recommendations to be presented to the Council of Superintendents. The Council of Superintendents will review and act upon the recommendations. If a change in governance structure is recommended, the County Superintendent of Schools must review the changes as per EC 56140. The role of the Governing Boards of Trustees is to review and take appropriate action when a change in governance structure has been recommended and approved.

### PROCEDURE BY WHICH DISPUTES AMONG MEMBERS WILL BE RESOLVED

[56205(b)(5)]

Should disputes arise concerning special education related matters or related to the interpretation of this plan between or among the LEAs regarding the scope of the JPA or interpretation of the Local Plan or other matters pertaining to special education, the disputing LEAs shall first attempt to arrive at a settlement. If settlement is not reached at the LEA level, the San Joaquin County SELPA Director shall mediate the dispute. Any dispute not successfully resolved by the San Joaquin County SELPA Director shall be referred to the Superintendents' Council.

The Superintendents' Council shall hear the facts of the dispute and shall render a written decision on the matter, which shall be binding on the parties. In case of a tie vote, the Responsible Local Agency Superintendent shall cast the deciding vote.

## SAN JOAQUIN COUNTY SELPA LOCAL PLAN

### DISTRIBUTION OF SPECIAL EDUCATION RESOURCES TO LEAs

[56205(b)(1)(A-G), 56836.05(b)]

1. a. As a result of changes allowed by the passage of AB 602, Special Education funding will be allocated by the State Department of Education to the Administrative Unit of the San Joaquin County SELPA. Funding will then be allocated by the RLA directly to the Districts based on decisions made pursuant to the process described herein. The Council of Directors shall recommend the distribution of funding based on dollars available, utilization of dollars in each of the districts, and requests for any LEA to operate programs. This process allows for the reallocation of funding when necessary and for addressing recapture of funding should the SELPA experience declining enrollment. The final decision regarding the allocation plan shall be made by the Council of Superintendents.

Preliminary data gathering will take place after the December Pupil Count. Priorities for additional regionalized classes will be set in February. All fiscal recommendations will be sent to the Council of Superintendents for review and action.

The annual Budget Plan shall be adopted at a public hearing held by the Council of Superintendents.

- b. The Council of Directors shall recommend the allocation of funding for instructional personnel.
2. The district of residence has the financial responsibility for transporting all its students. should a student be transported by an agency other than the district of residence, and should the cost exceed the apportionments and other funds received for such services by the providing agency, the district of residence shall reimburse the providing agency its prorated share of the excess costs.
3. Regionalized service funds shall be allocated to the RLA for operation of regionalized services specified in Education Code 56220(c). Should the cost or regionalized service exceed the apportionments and other funds received for such services, such excess costs will be prorated to each district on the basis of its most recent unduplicated special education pupil count.
4. The audit trail of utilization of federal flow-through funds shall be maintained by setting up a separate budget. The SELPA Director prepares the annual reports based on budget expenditure information.
5. The staff development committee of the SELPA shall prepare the annual plan for staff development based on yearly needs assessments. The SELPA staff shall prepare the staff development budget based on recommendations from the Council of Directors regarding the distribution and utilization of state personnel development funds.

## SAN JOAQUIN COUNTY SELPA LOCAL PLAN

6. Low-incidence funds shall be maintained in two separate budgets of the RLA.
  - a. Based on IEP justification that the equipment requested will promote the least restrictive environment for the student and minimize the necessity for service on an isolated site, a district may request an expenditure of funds for equipment with a written request presented to a Low Incidence Committee for approval. Upon approval, the equipment is purchased by the SELPA office.
  - b. Specialized services funds are generated and allocated to districts based on prior December pupil count. Reimbursement for specialized services shall be based in IEP documented needs.
7. Changes in funding distribution shall be recommended by the Council of Directors to the Council of Superintendents. Changes in budget allocation will be reflected on the reporting documents required by the California Department of Education of the appropriate district(s). All budgets, district and county, are approved at public meetings.
8. Proposed changes by an LEA that would impact another LEA's budget or program(s) shall be presented to the Council of Directors for discussion in accordance with the "Changes Calendar" developed by the Council of Directors. Items on this calendar shall include, but need not be limited to, (1) changes in service being provided by an LEA, (2) changes in facility needs, (3) programming requests, and (4) proposed excess costs. The calendar shall also delineate when recommendations from the Council of Directors shall be presented to the Business Advisory Group as an informational item and to the Council of Superintendents for action.
9. The district of residence has the financial responsibility for program costs for all its students. Should a student be educated by an agency other than the district of residence, and should the programming costs exceed the apportionments and other funds received for such services by the providing agency, the district of residence shall reimburse the providing agency its prorated share of the excess costs.

## CALENDAR & TIMELINES FOR DISTRIBUTION OF FUNDS

56205(b)(1)(A-G)

| <b>Prior Year – (PY)</b>   | <b>Example 1998-99</b>                                     |
|----------------------------|------------------------------------------------------------|
| July 1999                  | District Year-end Estimated Accruals                       |
| August 1999                | COE Year-end Expenditures                                  |
| March 2000                 | Reconciled State Prior Year Apportionment                  |
| July 2000                  | Reconciled State Re-certification Prior Year Apportionment |
| <b>Current Year – (CY)</b> | <b>Example 1999-2000</b>                                   |

## SAN JOAQUIN COUNTY SELPA LOCAL PLAN

|                          |                                                                                                                                                                                      |
|--------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| May 1999                 | Estimated Budget Funding Model                                                                                                                                                       |
| August 1999              | Updates for State Adopted Budget & County Office of Education Adopted Budget Funding (30 days after State Adopted Budget)                                                            |
| February 2000            | Updates based on County Office First Interim, including updates of additional services or program needs and District P-2 ADA estimates                                               |
| May 2000                 | Updates based on County Office of Education Second Interim, including updates of additional services or program needs, District P-2 ADA estimates and State May Revise changes       |
| July 2000                | District Year-end Estimated Accruals                                                                                                                                                 |
| <b>Budget Year –(BY)</b> | <b>Example 2000-2001</b>                                                                                                                                                             |
| February 2000            | Projected SELPA Budget assumptions based on State Budget proposal for SELPA revenues, County Office of Education's First Interim with salary and benefit COLA's, other known changes |
| February 2000            | Proposed new programs/class offerings and estimated costs for next year                                                                                                              |
| March 2000               | Decision on proposed new program/class offerings and estimated costs for next year                                                                                                   |
| May 2000                 | Estimated SELPA Budget with approved program/class offerings and projected County Office of Education revenue and expenditures with updated State projections                        |
| August 2000              | Updates for State Adopted Budget & County Office of Education Adopted Budget Funding (30 days after State Adopted Budget)                                                            |

| Jan | Feb      | Mar      | Apr | May      | Jun | Jul      | Aug            | Sep | Oct | Nov | Dec |
|-----|----------|----------|-----|----------|-----|----------|----------------|-----|-----|-----|-----|
|     | CY<br>BY | PY<br>BY |     | CY<br>BY |     | PY<br>CY | PY<br>CY<br>BY |     |     |     |     |

Above schedule does not include State reporting requirements and apportionment calculations and schedules.

## MODEL FOR DISTRIBUTION OF FUNDS

### Part I – SELPA Special Education Programs

-----% COLA

1. Establish 1997-98 adjusted funding base for each district and county office:
  - a. 1997-98 J50
  - b. 94-142 & specific federal grants

\$-----  
\$-----

# SAN JOAQUIN COUNTY SELPA LOCAL PLAN

- c. Phase I equity \$-----
  - d. County Special Education Taxes \$-----
  - e. Total 1997-98 Adjusted Funding Base \$-----
  
2. Determine total SELPA revenues:
  - a. Total Prior Year Funding Base \$-----
  - b. Total Estimated COLA \$-----
  - c. Total Estimated Growth \$-----
  - d. Total Estimated Phase III Equity \$-----
  - e. Total SELPA Revenues \$-----
  
3. Allocated estimated COLA (line2.b.) to COE and districts on a per K-12 ADA basis.
  
4. Allocated estimated SELPA growth funds (line2.c) to COE and districts that actually grew, based on those growth districts' proportionate share of growth ADA.
  
5. Allocated Phase III equity funding (line2.d.) as follows:
  - a. 25% toward full funding of Phase I Equity. Continue each year until Phase I fully funded.
  - b. 75% balance distributed to COE and districts on a per k-12 basis.
  - c. After Phase I Equity is fully funded, 100% of Phase III Equity to be distributed on per k-12 ADA basis.
  
6. Subtract COE total base funding from total SELPA revenues to determine funding factor denominator.
  - a. Total SELPA Revenues (line2.e.) \$-----
  - b. Minus COE total base funding \$-----
  - c. Funding factor denominator \$-----
  
7. Determine the unfunded County Program Costs:
  - a. COE funding base (line6.b.) \$-----
  - b. Plus additional revenues \$-----
  - c. Plus prior year program carryover \$-----
  - d. Minus total estimated county program costs \$-----
  - e. Equals unfunded county program costs \$-----
  
8. Adjustments for revenue targets (+ or -)
  - a. Replenish NPS Pool ( Prior year district reimbursement) \$-----
  - b. Replenish SELPA Reserve (Not less than 3%) \$-----
  - c. Total reserve adjustments \$-----
  
9. Determine the amount of SELPA revenues available which establishes the funding factor nimerator:

## SAN JOAQUIN COUNTY SELPA LOCAL PLAN

- a. Total SELPA Revenues (line 2.e.) \$-----
  - b. Minus COE total base funding (line 6.b.) \$-----
  - c. Minus Unfunded County Program costs (line 7.e.) \$-----
  - d. Minus reserve adjustments (line 8.c.) \$-----
  - e. Balance of funds available to districts \$-----
10. Determine funding factor: Divide line 9.e by line 6.c -----
- a. If less than or equal to 1.0, the funding factor used to prorate allocated funds from/to districts.
  - b. If greater than 1.0, the factor becomes 1.0 and SELPA must decide how to use surplus dollars, i.e. distribute or put in reserve.

### Part II - NPS Pool

- 11. Freeze 1997-98 NPS/NPA 70% State reimbursement amounts included in district's funding base.
- 12. Annually Districts submit total NPS costs to SELPA for reimbursement.
- 13. Apply district expense to State formula for 70% reimbursement.
- 14. Subtract district's NPS/NPA freeze amount (line 11) from computed amount (line 13).
- 15. Balance equals amount of NPS reimbursement funded from NPS Pool Reserve.

### Part III - Recommendations

- 16. Establish SELPA Reserve and NPS Pool target amounts.
- 17. Propose establishing NPS Pool at \$500,000 and maintaining target for SELPA Reserve at not less than 3% of total SELPA revenues.
- 18. Propose future maximization revenues be credited to SELPA Reserve.

## DESCRIPTION OF ADMINISTRATIVE FUNCTIONS

[56195.1(b)(2), 56195.1(b)(3), 56195.1(c)(2), 56205(a)(12)(A) 56205(a)(12)(D)(ii),]

- 1. The Council of Superintendents is responsible for selecting the Responsible Local Agency (RLA). District administrators, teachers, psychologists, and other members as appropriate of special education and regular education shall participate in the recruiting, screening, and interviewing process for any RLA staff who have a SELPA function. The recommendation for hiring goes to the County Superintendent who makes the ultimate decision.
- 2. The RLA has responsibility for obtaining and distributing information, as well as providing technical assistance and interpretation, to LEAs regarding the legal requirements for procedural safeguards of PL 101-467 as amended and statutes and regulations including:
  - a. Equal access to all programs and services in the region.

## SAN JOAQUIN COUNTY SELPA LOCAL PLAN

- b. Advice to parents on availability of free or low cost legal services.
- c. Complaints and the correction of identified problems through utilization of Uniform Complaint Procedures.

### ROLE OF RESPONSIBLE LOCAL AGENCY SUPERINTENDENT [56195.1(b)(3), 56205(a)(12)(D)(ii)]

The role of Responsible Local Agency superintendent is as follows:

- 1. Act as chair of the Council of Superintendents.
- 2. Establish and maintain special education programs and services that are most effectively provided by the RLA Superintendent's Office and specified in the annual staff budget plan. The direct program operations part of the RLA Superintendents Office will function as a Local Education Agency LEA) and have status equal to other LEA district program operations.
- 3. Approve and submit a budget for regionalized services funds. Receive and expend those funds based upon the needs of special education children residing in the SELPA, as recommended by the Council of Directors and the Council of Superintendents.
- 4. Provide administrative support.
- 5. Facilitate adoption and implementation of policies for provision of due process in the SELPA.
- 6. Establish and maintain an office for the Director of the San Joaquin Special Education Local Plan Area. The director and staff shall be employed to coordinate the implementation of the Local Plan throughout the SELPA and with other SELPAs as appropriate:
  - a. Facilitate the implementation of regionalized services as specified in Education Code Section 56220 (c) (2-6):
  - b. Personnel development
  - c. Evaluation
  - d. Data collection and management information systems
  - e. Curriculum development
  - f. Ongoing program review

## SAN JOAQUIN COUNTY SELPA LOCAL PLAN

- g. Facilitate the implementation of regionalized services specified in Education Code Section 56220(c) (1), Program Specialist services, as recommended by the Council of Directors.

### EMPLOYMENT AND EVALUATION OF THE SELPA DIRECTOR [56205 (b)(ii)(I)]

The procedure for the employment of the San Joaquin County SELPA Director will be a process jointly agreed upon by the RLA and the Council of Superintendents.

It is the responsibility of the RLA Superintendent to evaluate the SELPA Director annually and report the results of the evaluation to the Council of Superintendents.

### ROLE OF THE SELPA DIRECTOR [56205 (a)(12)(D)(i-ii)]

The role of the SELPA Director is as follows:

1. Implement the regionalized services based upon annual priorities including:
  - a. Administer personnel development programs.
  - b. Coordinate program evaluation.
  - c. Supervise data collection, information management and reporting.
  - d. Coordinate curriculum development.
  - e. Coordinate ongoing monitoring of the Local Plan implementation through program review.
  - f. Supervise and evaluate Program Specialists.
2. Provide overall coordination of the Local Plan implementation through program review.
3. Assist in the development and coordinate the implementation of interagency agreements and contracts with non-public school agencies providing services to Individuals With Exceptional Needs.
4. Participate or designate appropriate personnel to participate in IEP Team meetings for students considered for placement in other SELPAs and/or non-public school placements.
5. Provide technical assistance to LEAs in due process and complaint procedures.



## SAN JOAQUIN COUNTY SELPA LOCAL PLAN

6. Coordinate and facilitate the establishment of SELPA standards, procedures, processes and regulations for the implementation of the Local Plan.
7. Act as liaison between: the SELPA and the State Department of Education; the Council of Directors and the Council of Superintendents; the Community Advisory Committee and the Council of Directors; and the Community Advisory Committee and the Council of Superintendents.
8. Apply for discretionary funds and other grants that become available to the SELPA.
9. Assist in the identification of special education program and service needs for the SELPA.
10. Provide technical assistance to LEA special education program managers.
11. Assist in the development of the annual budget plan.
12. Prepare and submit to the State Department of Education all reports required for the SELPA.
13. Request input from the members of the Council of Directors regarding regionalized services.

## REGIONALIZED SERVICES TO LOCAL PROGRAM

[56205(a)(12)(B), 56195.7(c)(1-6)]

The SELPA Director shall serve on behalf of the member local education agencies and implement the Local Plan including the following regionalized services and operations:

1. Coordination of the SELPA and the administration of the Local Plan
2. Coordinated system of identification and assessment
3. Coordinated system of procedural safeguards
4. Coordinated system of staff development and parent education
5. Coordinated system of curriculum development and alignment with the core curriculum
6. Coordinated system of internal program review, evaluation of the effectiveness of the local plan and implementation of a local plan accountability mechanism
7. Coordinated system of data collection and management

## SAN JOAQUIN COUNTY SELPA LOCAL PLAN

8. Coordination of interagency agreements
9. Coordination of services to medical facilities
10. Coordination of services to licensed children's facilities and foster family homes
11. Preparation and transmission of required SELPA reports
12. Fiscal and logistical support of the Community Advisory Committee
13. Coordination of transportation services for students with disabilities
14. Coordination of career and vocational and transition services
15. Assurance of full educational opportunity
16. Fiscal administration and the allocation of state and federal funds
17. Direct instructional support provided by Program Specialists

The SELPA Director, in conjunction with the Program Specialists and based on service needs, will recommend how Program Specialist services should be allocated throughout the SELPA. The Council of Directors shall ratify the distribution. The SELPA Director is responsible for the supervision of Program Specialists employed by the SELPA.

In order to implement the Local Plan, the SELPA Director and Program Specialists shall be considered "school officials and employees" in regards to access to student records.

### PROGRAM SPECIALIST SERVICES

[56368(a-c)]

A program specialist is a specialist who holds a valid special education credential, clinical services credential, health services credential, or a school psychologist authorization and has advanced training and related experience in the education of individuals with exceptional needs and a specialized in-depth knowledge in preschool disabilities, career vocational development, or one or more areas of major disabling conditions.

For purposes of Section 41403, a program specialist shall be considered a pupil services employee, as defined in subdivision (c) of Section 41401. The Program Specialists are employed by the Responsible Local Agency (RLA) for employment purposes, and serve the SELPA under the direction of the SELPA Director. The Superintendents' Council designates the number and type of specialists upon recommendation of the Council of Directors and approves the SELPA budget for its expenditures.

Program Specialists shall provide the following services:

## SAN JOAQUIN COUNTY SELPA LOCAL PLAN

1. Observe, consult with, and assist, in accordance with local education agency procedures, special education teachers and support staff.
2. Plan programs, coordinate curricular resources and share in the evaluation of the effectiveness of programs for children with disabilities.
3. Assist with local education agency staff development, program development and innovation of special methods and approaches.
4. Provide coordination, consultation and program development in one or more specialized areas of expertise.
5. Upon request, participate in and/or conduct IEP team meetings where technical assistance is needed.
6. Assist in mediation, due process hearings and compliance proceedings by providing expertise in knowledge of special education law and regulations as well as programs and appropriate interventions available throughout the SELPA.
7. Assist in developing training for parents and members of the Community Advisory Committee (CAC).
8. Provide in-service training and technical assistance for regular and special education teachers, administrators, support staff and parents.
9. Assist as a liaison to various community agencies such as Department of Mental Health, Department of Human Services, Valley Mountain Regional Center, California Children's Services, and the Probation Department.

## FISCAL AND PROGRAM EVALUATION

[56205(a)(12)(D)(ii)(II-V)]

The San Joaquin County SELPA shall submit annually all information required by the California Department of Education, Special Education Division, in this effort, including statistical data, program information, and fiscal information related to the programs and services for children with disabilities in the San Joaquin County SELPA.

1. The SELPA Director is responsible for collecting data required by the California Department of Education related to special education budgets and services, and reporting them annually.
2. SELPA staff will support all the members of the SELPA in the collection of data related to compliance, due process procedures, availability of services, key performance indicators, etc., as needed.

## SAN JOAQUIN COUNTY SELPA LOCAL PLAN

### COORDINATING SERVICES WITH OTHER PUBLIC AGENCIES

[56195.7(d)]

1. The SELPA will facilitate agreements for the provision and coordination of services by other public agencies that are funded to serve children with disabilities.
2. A Committee will develop each interagency agreement for consideration by the Council of Directors.
3. The SELPA Director has the primary responsibility to negotiate agreements with other public agencies.
4. These agreements include but are not limited to: Children's System of Care, Part C (Infants), California Children's Services, Head Start, Valley Mountain Regional Center and others as needed.
5. Each County Office shall determine a process to use in determining which special education services that County Office shall provide to the districts it serves.

Listing of agencies, designated agency liaisons, and the most current effective date for a Memorandum of Understanding/or Interagency Agreement:

|                                                                  |                           |                |
|------------------------------------------------------------------|---------------------------|----------------|
| Mental Health                                                    | Director                  | April 2001     |
| Valley Mountain Regional Center                                  | Executive Director        | September 2001 |
| California Children's Services                                   | Director                  | March 2001     |
| Head Start                                                       | Executive Director        | September 2002 |
| Family Resource Network                                          | Director                  | April 2002     |
| Department of Rehabilitation and<br>Employment Development Dept. | Rehabilitation Supervisor | January 1998   |
| Part H                                                           | Director                  | June 2002      |

### DATA COLLECTION AND DEVELOPMENT OF MANAGEMENT INFORMATION SYSTEMS

[56205(a)(12)(E)(21)]

The SELPA shall maintain a data collection and storage system that will provide for the management and reporting of required data for state and federal systems. The SELPA will continue to work with the State's Department of Management Information System to collect and report all required data related to special education fiscal and program services, and to

## SAN JOAQUIN COUNTY SELPA LOCAL PLAN

provide other pertinent information necessary for the operation of the SELPA. The SELPA will collect and submit data on suspension and expulsion as required.

SELPA staff will support all the districts in the SELPA in their collection and reporting of required data and will strive to support a system, which is responsive to the data needs of the districts. The SELPA will implement a continuous improvement model of data collection.



# EDUCATIONAL SERVICES MEMORANDUM

**To:** Dr. James Franco, Superintendent  
**From:** *SH* Dr. Sheila Harrison, Assistant Superintendent for Educational Services  
**Date:** June 4, 2007  
**Subject:** **Approve 2006-2007 School Plan Addendums and Site Categorical Budgets for 2007-2008 as Part of the School Site Plans**

**BACKGROUND:** Each school site is required to develop a school plan which evaluates the progress toward meeting the goals for that year, establishes goals for the following year, and develops a budget to support the successful implementation of the goals. This year the state allocated discretionary block grant funding and requires that recommended expenditures be approved by the School Board. Each school has submitted an addendum to their 2006/07 school plan which indicates the activities to be funded with discretionary block grant funds. The first step in the school plan process is the development and submission of a preliminary budget to the Board for approval. Much of the evaluation of this year's goals and the possible need to refine next year's goals is based upon assessment data that is not yet available to the sites; therefore sites will be submitting a detailed School Plan in the Fall. This will include an analysis of their 2006-2007 assessment data including district assessments and the STAR results. Based upon an analysis of the data, there may be some modifications to the school goals and budgets contained in this proposed budget. Schools will be presenting modified budgets with their school plan submitted in the Fall 2007.

**RATIONAL:** State law requires local Governing Board approval of budgets prior to the spending of funds. This supports Strategic Plan Goal 1: provide a relevant and meaningful curriculum, and Goal 2: create a quality and effective learning environment for all students.

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

**RECOMMENDATION:** Approve 2006-2007 School Plan Addendums and Site Categorical Budgets for 2007-2008 as Part of the School Site Plans

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



# EDUCATIONAL SERVICES MEMORANDUM

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**TO:** Dr. James Franco, Superintendent  
**FROM:** ~~Dr. James Franco~~ Dr. Sheila Harrison, Assistant Superintendent of Educational Services  
**DATE:** June 12, 2007  
**SUBJECT:** **Approve Resolution 06-32 Authorizing the District to Enter into a Contract with the State for a Child Development Program and to Authorize Designated Personnel to Sign Contract Documents**

**BACKGROUND:** Tracy Unified School District operates a pre-school program at South/West Park for which the District receives special state funding. Governing Board approval of the resolution authorizing the District to enter into a contract is required for funding for 2007-08. The authorized signatures are Dr. Casey Goodall, Associate Superintendent of Business Services and Linda Boragno-Dopp, Director of Alternative Programs.

**RATIONALE:** The pre-school program provides important educational opportunities for students ages 3-4. In addition, over half the students are bilingual and the pre-school provides those students an additional opportunity for English language acquisition. The state will provide approximately \$175,520 for the operation of this program. This agenda item supports Strategic Goal #1: Provide a Relevant and Meaningful Curriculum and Strategic Goal #2: Create a Quality Learning Environment.

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

**RECOMMENDATION:** Approve Resolution 06-32 Authorizing the District to Enter into a Contract with the State for a Child Development Program and to Authorize Designated Personnel to Sign Contract Documents

**Prepared by:** Linda Dopp, Director of Alternative Programs

## RESOLUTION

This resolution must be adopted in order to certify the approval of the Governing Board to enter into this transaction with the California Department of Education for the purpose of providing child care and development services **and to authorize the designated personnel to sign contract documents for Fiscal Year 2007/08.**

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### RESOLUTION

BE IT RESOLVED that the Governing Board of \_\_\_\_\_

authorizes entering into local agreement number/s \_\_\_\_\_ and that the person/s who is/are listed below, is/are authorized to sign the transaction for the Governing Board.

| <u>NAME</u> | <u>TITLE</u> | <u>SIGNATURE</u> |
|-------------|--------------|------------------|
| _____       | _____        | _____            |
| _____       | _____        | _____            |
| _____       | _____        | _____            |

PASSED AND ADOPTED THIS \_\_\_\_\_ day of \_\_\_\_\_ 2007/08, by the Governing Board of \_\_\_\_\_ of \_\_\_\_\_ County, California.

I, \_\_\_\_\_, Clerk of the Governing Board of \_\_\_\_\_, of \_\_\_\_\_, County,

California, certify that the foregoing is a full, true and correct copy of a resolution adopted by the said Board at a \_\_\_\_\_ meeting thereof held at a regular public place of meeting and the resolution is on file in the office of said Board.

\_\_\_\_\_  
(Clerk's signature)

\_\_\_\_\_  
(Date)



**CALIFORNIA DEPARTMENT OF EDUCATION**

1430 N Street

Sacramento, CA 95814-5901

**F.Y. 07 - 08**

DATE: July 01, 2007

CONTRACT NUMBER: CPRE-7353

PROGRAM TYPE: STATE PRESCHOOL

PROJECT NUMBER: 39-7549-00-7

**LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES****CONTRACTOR'S NAME:** TRACY UNIFIED SCHOOL DISTRICT

By signing this contract and returning it to the State, you are agreeing to provide services in accordance with the FUNDING TERMS and CONDITIONS (FT&C - available online at <http://www.cde.ca.gov/fg/aa/cd/>) and the CURRENT APPLICATION which by this reference are incorporated into this contract. The FT&C and Requirements specify the contractual responsibilities of the State and the contractor. The Contractor's signature also certifies compliance with "Standard Provisions for State Contracts" (Exhibit A) which are attached hereto and by this reference incorporated herein.

Funding of this contract is contingent upon appropriation and availability of sufficient funds. This contract may be terminated immediately by the State if funds are not appropriated or available in amounts sufficient to fund the State's obligations under this contract.

This contract is effective from July 01, 2007 through June 30, 2008. For satisfactory performance of the required services, the contractor shall be reimbursed in accordance with the Determination of Reimbursable Amount Section of the FT&C, at a rate not to exceed \$20.30 per child per day of full-time enrollment and a Maximum Reimbursable Amount (MRA) of \$175,520.00.

**SERVICE REQUIREMENTS**

Minimum Child Days of Enrollment (CDE) Requirement 8,646.3

Minimum Days of Operation (MDO) Requirement 180

Any provision of this contract found to be in violation of Federal or State statute or regulation shall be invalid but such a finding shall not affect the remaining provisions of this contract.

Exhibit A, Standard Provisions for State Contracts attached.

| STATE OF CALIFORNIA                                                                                                                                  |                                                                 | CONTRACTOR                               |                       |                          |                                            |
|------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------|------------------------------------------|-----------------------|--------------------------|--------------------------------------------|
| BY (AUTHORIZED SIGNATURE)                                                                                                                            |                                                                 | BY (AUTHORIZED SIGNATURE)                |                       |                          |                                            |
| PRINTED NAME OF PERSON SIGNING<br>Margie Burke                                                                                                       |                                                                 | PRINTED NAME AND TITLE OF PERSON SIGNING |                       |                          |                                            |
| TITLE<br>Manager, Contracts & Purchasing Svcs                                                                                                        |                                                                 | ADDRESS                                  |                       |                          |                                            |
| AMOUNT ENCUMBERED BY THIS DOCUMENT<br>\$ 175,520                                                                                                     | PROGRAM/CATEGORY (CODE AND TITLE)<br>Child Development Programs |                                          | FUND TITLE<br>General |                          | Department of General Services<br>use only |
| PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT<br>\$ 0                                                                                                    | (OPTIONAL USE) 0656<br>23038-7549                               |                                          |                       |                          |                                            |
| TOTAL AMOUNT ENCUMBERED TO DATE<br>\$ 175,520                                                                                                        | ITEM 30.10.010.<br>6100-196-0001                                | CHAPTER<br>B/A                           | STATUTE<br>2007       | FISCAL YEAR<br>2007-2008 |                                            |
| OBJECT OF EXPENDITURE (CODE AND TITLE)<br>702 SACS: Res-6055 Rev-8590                                                                                |                                                                 |                                          |                       |                          |                                            |
| I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.<br>191 |                                                                 | T.B.A. NO.                               | B.R. NO.              |                          |                                            |
| SIGNATURE OF ACCOUNTING OFFICER                                                                                                                      |                                                                 | DATE                                     |                       |                          |                                            |

## STANDARD PROVISIONS FOR STATE CONTRACTS

1. The Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.
2. Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.
3. The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.
4. This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
5. Time is of the essence in this Agreement.
6. No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
7. The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.
8. Contractors entering into a contract funded wholly or in part with funds from the United States Government agree to amendments in funding to reflect any reductions in funds if the Congress does not appropriate sufficient funds. In addition, the contract is subject to any restrictions, limitations or enactments of congress which affect the provisions, terms or funding of this agreement in any manner. The State shall have the option to terminate the contract without cost to the State in the event that Congress does not appropriate funds or a United States agency withholds or fails to allocate funds.

### Contractor Certification Clauses

The authorized signer of this Contract CERTIFIES UNDER PENALTY OF PERJURY that he/she are duly authorized to legally bind the Contractor to the clauses(s) listed below. This certification is made under the laws of the State of California.

1. **NON-DISCRIMINATION CLAUSE:** During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (*Government Code* Section 12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (*California Code of Regulations*, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing *Government Code* Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the *California Code of Regulations*, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement. (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE CERTIFICATION: By signing this contract, the contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:
- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
  - b. Establish a Drug-Free Awareness Program to inform employees about:
    - 1) the dangers of drug abuse in the workplace;
    - 2) the person's or organization's policy of maintaining a drug-free workplace;
    - 3) any available counseling, rehabilitation and employee assistance programs; and,
    - 4) penalties that may be imposed upon employees for drug abuse violations.
  - c. Every employee who works on the proposed contract will:
    - 1) receive a copy of the company's drug-free workplace policy statement; and,
    - 2) agree to abide by the terms of the company's statement as a condition of employment on the contract.

Failure to comply with these requirements may result in suspension of payments under this agreement or termination of this agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: (1) the Contractor has made false certification, or (2) violated the certification by failing to carry out the requirements as noted above. (*Government Code 8350 et seq.*)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (*Public Contract Code 10296*) (Not applicable to public entities.)
4. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of *Public Contract Code* Section 10286 and 10286.1, and is eligible to contract with the State of California.
5. SWEATFREE CODE OF CONDUCT:
- a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at [www.dir.ca.gov](http://www.dir.ca.gov), and *Public Contract Code* Section 6108.
  - b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).
6. DOMESTIC PARTNERS: For contracts over \$100,000 executed or amended after January 1, 2007, the contractor certifies that contractor is in compliance with *Public Contract Code* Section 10295.3.



# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. James Franco, Superintendent  
**FROM:** ~~Dr. James Franco~~ Dr. Sheila Harrison, Assistant Superintendent of Educational Services  
**DATE:** June 13, 2007  
**SUBJECT:** Approve Adoption of *Shining Star* English Language Development (ELD) Textbooks

**BACKGROUND:** The English learner population continues to increase in Tracy schools. Monte Vista Middle School has scheduled three English Language Development (ELD) classes for next year, and with the arrival of the students from Holt, Williams Middle School has scheduled four ELD classes for next year. At this time, there are no ELD textbooks for these classes. Recognizing the need to better support their English learners, in 2006-07 ELD teachers from Monte Vista and Williams reviewed state-approved ELD materials to determine the most appropriate materials to meet the instructional needs of their English learners. The teachers identified *Shining Star*, published by Pearson Longman, as the most appropriate curriculum presently available. The program was piloted throughout the 2006-07 school year at Monte Vista Middle School. Pilot teachers at Monte Vista found the materials to be very effective in supporting their students in meeting the ELD standards.

Recommended *Shining Star* Program Texts:

Keys to Learning Student Book (Pearson Longman, Publisher)

Keys to Learning Workbook

Shining Star Introductory Level Student Book

Shining Star Introductory Level Workbook

Shining Star Level A Student Book

Shining Star Level A Workbook

Shining Star Level B Student Book

Shining Star Level B Workbook

Shining Star Level C Student Book

Shining Star Level C Workbook

(Includes accompanying teacher materials)

**RATIONALE:** *Shining Star* is a research-based, five-level language development program that supports students from the newcomer level through transition into mainstream classrooms. By incorporating oral language, reading, grammar and writing instruction students learn and amply practice the skills they need to meet grade-level standards while being introduced to the academic language needed for school success. The *Shining Star* materials provide excellent support for English learners while we wait for the state to release their new list of approved ELD materials to be considered for a 2008-09 adoption. This agenda item meets Strategic Goal #1: Provide a Relevant and Meaningful Curriculum; and goal #2: Create a Quality and Effective Learning Environment.

**FUNDING:** Funding for the purchase of the recommended adoption in the amount of \$13,437 will be provided by State Textbook funds.

**RECOMMENDATION:** Approve Adoption of *Shining Star* English Language Development (ELD) Textbooks.

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



# EDUCATIONAL SERVICES MEMORANDUM

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**TO:** Dr. James Franco, Superintendent  
**FROM:** ~~JK~~ Dr. Sheila Harrison, Assistant Superintendent of Educational Services  
**DATE:** ~~JK~~ June 6, 2007  
**SUBJECT:** **Approve the 2007-2008 Consolidated Application, Part 1, for Tracy Unified School District.**

**BACKGROUND:** Each year the district is required to submit to the State Department of Education a Consolidated Application for Funding of Categorical Aid Programs. These programs include both Federal and state funded programs. Federally funded programs include Title I (economically disadvantaged students), Title II (professional development), Title III (English Language Learners), Title IV (Drug free and safe schools) and Title V (Innovative Programs). State funded programs include Staff Development and Economic Impact Aid. Part 1 of the Application indicates the Districts desire to participate in these programs, abide by their guidelines, and establishes site eligibility for Title I participation. Individual school plans containing specific site goals, programs, and budgets are submitted to the School Board for approval.

**RATIONALE:** State law requires local Governing Board approval. This agenda item supports Strategic Goal #1: Provide a relevant and meaningful curriculum; and Strategic Goal #2: Create a Quality Learning Environment. The 2007-2008 Consolidated Application, Part 1 form is under separate cover.

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

**RECOMMENDATION:** Approve the 2007-2008 Consolidated Application, Part 1, for Tracy Unified School District.

**Prepared by:** Linda Dopp, Director of Alternative Programs



# BUSINESS SERVICES MEMORANDUM

**TO:** Dr. James Franco, Superintendent  
**FROM:** Dr. Casey Goodall, Assistant Superintendent for Business  
**DATE:** June 14, 2007  
**SUBJECT:** Approve Career Technical Education Facilities Plan and Authorize Staff to Complete and Submit Applications to the California Department of Education for Career Technical Educational Facilities Grants as Authorized Under Assembly Bill 127

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

Applications require that the District indicate the costs and square footage of the new construction or modernization of the facility being constructed, modernized, reconfigured and/or equipped. CTE grants require a 50% District matching share. The District can have more than one project per site. Completed applications for the first funding cycle are due August 3, 2007 and the second funding cycle is due February 1, 2008. Applications also require that the District have a Career Technical Education Plan adopted by the Board of Education.

**RATIONALE:** District staff met with a number of CTE teachers who overwhelmingly expressed an interest in competing for the grant funds. Staff has drafted applications for a number of programs for Tracy High School (THS) and Kimball High School (KHS). Funds already designated for the modernization of THS can be counted towards our District's matching share as well as new construction funds allocated to the construction of KHS.

**FUNDING:** No funding implications at this time.

**RECOMMENDATION:** Approve Career Technical Education Facilities Plan and Authorize Staff to Complete and Submit Applications to the California Department of Education for Career Technical Educational Facilities Grants as Authorized Under Assembly Bill 127

Prepared by: Denise Wakefield, Director of Facilities

Tracy Unified School District  
Career Technical Education Plan

June 26, 2007



**TRACY**  
UNIFIED SCHOOL DISTRICT



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## **INTRODUCTION**

### **Tracy Unified School District Mission Statement**

Tracy Unified School District, as a recognized leader in education, will prepare students to be responsible citizens of the 21st Century. Our safe and modern facilities, equipped with the latest technological tools, create a quality and effective learning environment for all of our students. Our world-class staff challenges students to reach their fullest potential by providing a dynamic, student-centered curriculum supported by community, business, college and university partnerships. Tracy Unified School District's students will become the leaders of tomorrow.

## **VISION**

### **Vision for Career Technical Education in Tracy Unified School District**

Tracy Unified School District has a long history of commitment to Career Technical Education (CTE.) TUSD is committed to continue to provide students with the skills necessary for a successful transition into post secondary education or work and a desire for life-long learning in a global society through the ongoing development and administration of CTE programs. TUSD is also committed to ensuring that all of the CTE programs are aligned with the appropriate state content standards and also incorporate relevant English Language Arts and mathematics standards that will enable all students to pass the California High School Exit Exam.,

Over the next five years, TUSD has the opportunity through the passage of a local bond measure, to retrofit Tracy High School, including those buildings that serve the career and vocational programs. It is the District's vision to update spaces with modern equipment and technology. Plans for Kimball High School, the third TUSD high school scheduled to open in the Fall of 2009, include extensive career and shop teaching spaces. Both projects will allow the District to expand and improve the CTE programs. Ultimately, the District would also like to construct similar career and shop teaching spaces at West High School which when originally designed and constructed, did not incorporate adequate space for shops and vocational programs.

### **Career Technical Education History in Tracy Unified School District**

During the early 1950's, the District's original high school, Tracy High School had an entire wing built for the express purpose of providing Career Technical Education to high school students. In addition, Tracy is the only school district in San Joaquin County that has an active CTE program at the middle school level. Both Williams and Monte Vista Middle Schools offer prerequisite programs to high school courses which include: woodworking, home economics and computer applications. TUSD plans to expand the existing high school programs as well as incorporate more programs into middle school curriculum and to explore ways in which CTE programs can be offered at the district's four K-8 schools which do not have a departmentalized structure at grades 6-8.

### **Geographic Area of TUSD Provides Regional Career Technical Education Opportunities**

Tracy Unified School District (TUSD) has a number of elementary feeder districts that increase the high school territory to encompass more than 25 square miles. Eighth grade graduating students from New Jerusalem, Jefferson, Lammersville School District, and Banta school districts, in addition to those from K-8 local private schools, advance into Tracy High School or Merrill West High School and have the opportunity to participate in CTE programs. Therefore our CTE programs serve an even larger geographical area of San Joaquin County.

## **CHALLENGES**

### **Our Challenges and Commitment to Career Technical Education Programs**

Based on the 2006 enrollment data, approximately 40% of TUSD graduating high school students have completed the “A-G” UC/CSU requirement and thus are eligible for admittance into University of California and California State University systems directly out of high school. As for the remaining students, TUSD is challenged to provide programs that are relevant and engaging so that students are able to find employment opportunities or other post secondary programs. Our biggest challenge is to promote CTE programs as a way to assist those students so they have the greatest opportunities for employment and/or further education or training after high school graduation.

As with many school districts, over the years the District has not had the financial resources to modernize classrooms and equipment in accordance with modern day technology. The local bond passed in 2006 will provide a limited amount of funding for this purpose. The District will be looking for other resources to accomplish the much needed renovations to sustain and improve the CTE programs, including the use of redevelopment revenues, State grants available for CTE programs, joint use partnerships with public and private agencies and use of other appropriate resources.

TUSD has made CTE programs a priority given the importance and relevance of CTE programs to the economy and labor markets in and around the Tracy community and within the California central valley. Plans for Kimball High School, the next high school to be completed in August 2009, have incorporated a number of CTE teaching spaces.

## **LABOR MARKET ANALYSIS**

### **Tracy Labor Market and Economy**

The City of Tracy is located in the heart of the Central Valley and just east of the San Francisco Bay. The City began as an agricultural community built at the confluence of several rail lines. Over the years, especially during the past three decades, the City has evolved from an agricultural heritage to a more urban environment driven by growth in the Greater Bay Area.

Today, the City of Tracy is known throughout the central valley and the San Francisco Bay Area as a great place to live, raise a family and do business. Much of this reputation is due to the physical design of the City which is best characterized as a small town with ample residential neighborhoods, job centers and shopping districts. Tracy's urban form is a result of strong planning and design vision by the City and its citizens.

Outside of agriculture, local industry is predominately retail commercial and warehouse distribution centers located off the 205 Interstate Highway. The 205/Grantline Road interchange serves as the retail and automotive shopping area for South San Joaquin County, Alameda and East Contra Costa counties. This area is generally automobile oriented and is physically separated from the nearby residential areas. The industrial areas are located on the northeast and south sides of the City and provide a strong and diversified economic base for Tracy. These areas have relatively low intensity warehouse, distribution and manufacturing facilities located on large parcels with some flexible-office/flexible-technology space developed along few arterial roadways.

Agriculture and other undeveloped lands surround the City and provide a source of identity for the City's residents. Some of these lands are targeted for future residential, commercial and industrial development. The City seeks to attract larger development projects as well as development in the City's redevelopment areas.

Current and future demand for employment centers around the service industries, retail and commercial sales, light industrial technology, transportation and warehousing and automotive care and servicing. There is still a large agricultural sector, however over the years the growth in residential housing and the creation of industrial parks has decreased this area as a major employment sector.

The City's economic development is intended to encourage the development of the kinds of business and commercial activities deemed to be desirable for Tracy's quality of life and economic vitality, while preserving Tracy's small town character. Many of Tracy's residents commute to surrounding communities with stronger office and industrial economic bases and higher wage jobs. Tracy would like to enhance the economic development and attract industries with higher wage jobs to better balance current jobs to the existing housing ratios.

### **Local Labor Force and Educational Background**

According to the 2000 U.S. Census data, educational levels of Tracy residents are relatively less advanced than for the commute region. While 27% of Tracy's residents had some form of college, including an A.A. degree and higher almost 45% of the commute region attained college levels of education. Moreover, only 4.3 percent of Tracy's residents had earned a graduate or professional degree in 2000, compared with more than 14% of the commute regions residents. This data underscores the importance of seeking expanded local educational and training opportunities within the City of Tracy and the Tracy Unified School District.

According to the 2000 U.S. Census, 41.8 percent of Tracy residents were employed in sales, administrative support and service occupations. These occupations accounted for 41.7% and 36.8% of employed residents in San Joaquin County and the commute region, respectively. Residents in the commute region were much more likely to be employed in executive/managerial and professional occupations.

In 2005, 291,600 residents or almost 47% of San Joaquin County's population were members of the labor force, while in California the percentage was 49%. The labor force for the County increased 3.5% in 2004. Since 1995, the labor force has increased an average of 2% per annum. This indicates a steady solid economy. Within this period, Tracy had a 45 percent increase in its labor force. Tracy has increased its labor force from 18,110 in 1990 to 32,900 in 2005. Of that total 31,100 are employed in the City of Tracy. As of 2005, 92% of San Joaquin County's labor force was employed. Employment in the County is projected to rise. This is an indication of increased supplying power and greater economic strength for the County .

### **Unemployment**

Unemployment figures for a given month include people who are not working but able, available, and actively seeking work during the month. Many fluctuations occur in the labor force regarding unemployment. In the City of Tracy, total employment fluctuated from 1,490 in 1990 to 1,300 in 1993 to 7.3% in 2005. In 2004 the State unemployment rate was 6.07%.

Between 1990 and 2000, the labor force in Tracy grew by almost 50%, compared to approximately 6% in San Joaquin County and the commute region (Alameda, Contra Costa and Santa Clara Counties.) Unemployment rates for Tracy have been historically similar to San Joaquin County that the commute region. In 1990, Tracy's unemployment rate was 8.1%, compared to 9.7% for the County and only 4% for the commute region. However in 2000, Tracy's unemployment rate of 5.8% more closely mirrored the commute region (4.7%) than San Joaquin County (10.3%.) Low unemployment rates in both Tracy and the commute region reflected an exceptionally strong economy and demand for labor. In more recent economic times, Tracy's economy has moved from mirroring the Bay Area to more closely resembling the County.

### **San Joaquin County Employment Sectors**

As of December 2005, in San Joaquin County 37% of all business establishments employed two to four workers. The service sector is the most prominent industry in the County. Forty-six percent of businesses offered some type of services within the industry sector of the economy. There are nine major industries, they are: Agriculture, Construction, Finance, Government and Public Administration, Manufacturing, Retail Trade, Services, Transportation and Public Utilities and Wholesale Trade. In addition to services, Government and Public Administration make up 14 % of the employment. Retail trade accounts for 11.5% of the employment. Agriculture makes up 9%.

In the projections for "Fastest Growing Occupations" 2002-20012, Stockton-Lodi Metropolitan Statistical Area (San Joaquin County), Services such as Combined Food Preparation and Serving Workers, Fast Line Supervisors and Customer Services Representatives Sales representatives, sales persons show dramatic growth.

## **TUSD'S ENROLLMENT IN CTE PROGRAMS**

### **Enrollment in Current Programs**

At this time TUSD estimates 20% of high school students are enrolled in CTE programs above the introduction courses offered as electives and required as prerequisites for advanced courses that provide students with certificates of completion or can be counted as college credits.

### **Enrollment in Existing and Future Programs**

Over the next five years TUSD is committed to expanding the number of students in CTE programs and introduce a number of new courses and expand existing programs. There have been a number of employment indicators that suggest that future employment in the local labor markets will involve significant levels of training, not necessarily a four year degree, but will require a certain level of apprenticeship training, technical schooling and/or community colleges certificates. TUSD plans to continually analyze the potential job markets and develop CTE programs to provide student with the prerequisite skills.



## **METHODS OF IDENTIFY STUDENTS FOR CTE PROGRAMS**

### **Early Participation**

Tracy is the only school district in San Joaquin County that has an active CTE program at the Middle School level. At Earle Williams Middle School (WMS) and Monte Vista Middle School (MVMS) CTE courses and are available to students in the 7<sup>th</sup> grade. At WMS, the student has the opportunity to choose elective courses to include woodworking, computer applications and home economics. Computer Applications is CTE course available for students at MVMS. These electives are the initial program courses in the CTE sequence and those students who choose the classes are an early identification of continuing students in career pathways. TUSD has other instructional courses meeting the middle school age levels. Curriculum at the District's K-8 schools is structured more towards academic core courses. The District plans to develop more CTE electives that will be made available to the middle school students at these K-8 schools: George Kelly School; Freiler School; North School and Poet-Christian School. It is Tracy Unified plan to introduce and expand CTE course offerings to all K-8 institutions.

### **Assessments and Testing**

The District plans to develop testing and assessments for CTE coursework to insure that our programs are successfully training our students for future employment and continuing education. Like all other educational programs at our schools, counseling and guidance will be available to students who need the assistance. The District plans to increase the number of guidance counselors at all sites, including elementary schools, to help students with academic, social and emotional concerns and direct them towards career pathway.

### **Career Counseling**

When the High School counselors, arrive at the sites to work with the incoming ninth graders, each potential high school student must fill out a registration form which includes required courses and/or electives. Academic input from the feeder school should have been forwarded to the High School counselors previous to registration. The High School Counselor meets with the incoming ninth grader to review the course selection and makes recommendations if needed. The meetings encompass all students whether they are gifted, regular education, students with special needs, or EL.

### **Parent/Student Notification**

Prior to student's enrollment in high school, both parents and students have the opportunity to meet with high school counselors who make presentations at the elementary and middle school sites. The District also sponsors "High School Academic Curriculum Night" at the high schools to review both general education and core curriculum graduation requirements as well as the CTE courses, the sequencing requirements and post secondary opportunities. At this time, CTE is covered through an in depth presentation by departments, subjects and pathways.

## **Feeder School Recommendations**

It is not uncommon for teachers to make recommendations to students and their families based on their knowledge and insight to a students skills and abilities. Teachers may make recommendations to high school counselors, students who might be more inclined to pursue some of the CTE course alternatives.

## **CAREER TECHNICAL EDUCATION PROGRAM**

### **CTE Programs in TUSD**

A Career and Technical Education programs are defined as a multi-year sequence of courses that integrate core academic knowledge with technical and occupational knowledge leading to higher levels of skill attainment over time with a unifying career theme around which to organize the curriculum. In the past known as “vocational education” served a more limited function of catering to those students whose goal it was to transition directly from school to work.

Although CTE/vocational program’s education and training were originally rather narrowly focused on very specific jobs, this is no longer the case. Rather, CTE programs are for all students. For example CTE is for the future doctor developing initial skills in high school by achieving the competencies included in the Health Care program. CTE is for the future engineers who can begin their career in the Drafting Design and Technology programs. CTE is also for the computer programmer who would start in the Business Information Technology programs. CTE is critical for all students regardless of their immediate career plans. CTE provides education and training for career pathways as opposed to specific jobs. Students are given the skills they need for success in any number of jobs within broad career pathways. The knowledge and experience gained from CTE programs provide students with the solid foundation and transferable core employability skills that will serve them for a lifetime of success.

### **Career Pathways**

Focused on future careers and occupation, a pathway provides industry current training based upon research and market demands and is established as an articulated, coherent, K-14 sequence of instruction. Career pathways are built on a three-part framework and school-based integration of academic and applied curriculum, work based activities, and activities that connect school to work. Many of the District’s pathways have been established by the County and developed by the District. Others are developed by the District in cooperation with industry partners. One such pathway includes the construction trades preparing a program that will prepare students for positions in construction after high school graduation.

### **Standards Based Education**

It is TUSD intent that all CTE course curriculums will be based on the appropriate California Career Technical Education Model Curriculum Standards to ensure that CTE students are receiving a rigorous education. Further, all CTE courses will include the appropriate English Language Arts and mathematics state standards that students will need to pass the California High School Exit Exam. Teachers are presently in the process of completing aligning their course curriculum to the appropriate new CTE standards. Further, teachers are completing the process of mapping their curriculum to achieve horizontal and vertical articulation of their lessons plans so that the appropriate standards are taught in each grade level throughout each step of the career pathway. In addition, curriculum alignment and mapping have strengthen the CTE curriculum and ensured that students receive a standards-based, rigorous program that prepares them for college. In addition to the academic standards specific to each Career Pathway, the CTE program also addresses standard 7.0 (Responsibility and Flexibility) through the “Hire Me First” component where relevant employment skills such as attendance, punctuality, and responsibility are tracked and students who meet the established requirements earn the “Hire Me First” certificate.

## **TUSD's Partners in CTE**

The CTE program of Tracy Unified School District has formed partnerships with the San Joaquin County ROP-Regional Occupational Program, San Joaquin Delta College, Modesto Junior College, Los Positas College, Wyoming Technical Institute and UC and CSU campuses. Through out programmatic advisory groups, partnerships have been established with a wide variety of trade programs which articulate with Agriculture, Arts/Communications, Business/Marketing, Home Economics and Industrial Technology.

Other local partnerships have been made between TUSD and the Chamber of Commerce. The City has also proposed to bring public and private institutions into the community to build a vocational education business park that will have opportunities for TUSD students. TUSD plans to develop, foster and expand partnerships with local business and industry to help students succeed with post graduate careers.

## **Identifying Relevant Career Pathways**

As the nature of employment changes in Tracy and the surrounding areas, new career pathways will be designed to meet the changing employment needs. Recommendations on new career pathways will be presented and discussed with the advisory committee and presented to the board for approval and implementation. TUSD plans to adjust programs to meet the needs of the regional labor force and to promote the growth of the local economy.

## **Program Certifications, Designations and College Credits**

TUSD has identified a number of CTE programs where students can earn certificates of completion that will be helpful in securing post high school employment. It is the intent of TUSD to vigorously pursue, whenever possible, industry offered certification for students successfully completing specific program requirements. Other coursework affiliated with professional trade associations will help students pursue entrance into apprenticeship programs. Several classes will aid students in gaining admittance to a number of trade schools that offer specialized programs and advanced degrees. TUSD plans to expand course offerings to help students earn certifications and other designations that will lead to advanced degrees and post graduate employment.

**Tracy Unified School District  
Career Technical Education Programs**

|                                         | Sequential Courses                    |                            |                              |                                                      |                                   |                    |                      |
|-----------------------------------------|---------------------------------------|----------------------------|------------------------------|------------------------------------------------------|-----------------------------------|--------------------|----------------------|
| General Program Description             | CTE Introductory                      | CTE Concentration          | CTE Capstone                 | Programs Beyond High School                          | Certifications/Designations       | Current Enrollment | Projected Enrollment |
| <b>Agricultural Welding *</b>           | Introduction to Industrial Technology | Shop Skills I              | Agricultural Welding         | Applied Science                                      | Welding Certification             | 99                 | 100                  |
|                                         |                                       | Shop Skills II             |                              |                                                      |                                   |                    |                      |
| <b>Auto Computer Aided Design (CAD)</b> | Basic Drafting                        | Technical Drawing          | Auto CAD                     | +Architecture<br>+Technical Drafting<br>+Engineering | Certificate of Completion         | 143                | 159                  |
|                                         |                                       | Advanced Technical Drawing |                              |                                                      |                                   |                    |                      |
| <b>Automotive Technology</b>            | Shop Skills                           | Automotive Mechanics       | Auto Technology I            | AA Degree                                            | Automotive Technician Certificate | 81                 | 94                   |
|                                         |                                       |                            | Auto Technology II           | Apprenticeship                                       |                                   |                    |                      |
| <b>Lab Research Biotechnology</b>       | Biology                               | Chemistry                  | Lab Research Biotechnology I | Laboratory Science Biotechnology                     |                                   | 14                 | 24                   |

**Tracy Unified School District  
Career Technical Education Programs**

| General Program Description                  | Sequential Courses      |                         |                               | Programs Beyond High School     | Certifications/Designations                                              | Current Enrollment | Projected Enrollment |
|----------------------------------------------|-------------------------|-------------------------|-------------------------------|---------------------------------|--------------------------------------------------------------------------|--------------------|----------------------|
|                                              | CTE Introductory        | CTE Concentration       | CTE Capstone                  |                                 |                                                                          |                    |                      |
|                                              |                         |                         | Lab Research Biotechnology II |                                 |                                                                          |                    |                      |
| <b>Career Accounting *</b>                   | Computer Literacy       | Computer Applications   | Accounting I                  | Accounting AA/BA                |                                                                          | 78                 | 80                   |
|                                              |                         |                         | Accounting II                 |                                 |                                                                          |                    |                      |
| <b>Career Office/Applied Office Skills *</b> | Computer Literacy       | Computer Applications * | Office I                      | Business Administration AA/BA   | +Bank Teller<br>+Office Assistant                                        | 26                 | 27                   |
|                                              |                         |                         | Office II                     |                                 |                                                                          |                    |                      |
| <b>Childcare and Development</b>             | Consumer Home Economics | Child Development       | Childcare & Development I     | AS/BA Family & Consumer Science | +Daycare Provider<br>+Life Management Certificate                        | 229                | 235                  |
|                                              |                         |                         | Childcare & Development II    |                                 |                                                                          |                    |                      |
| <b>Computer Applications *</b>               | Computer Literacy       | Computer Applications I | Computer Applications II      | AA/BA/BS Computer Applications  | +Certificate of Completion<br>+Computer Science<br>+Computer Programming | 163                | 165                  |

**Tracy Unified School District  
Career Technical Education Programs**

| General Program Description                          | Sequential Courses      |                                       |                                   | Programs Beyond High School          | Certifications/Designations                                            | Current Enrollment | Projected Enrollment |
|------------------------------------------------------|-------------------------|---------------------------------------|-----------------------------------|--------------------------------------|------------------------------------------------------------------------|--------------------|----------------------|
|                                                      | CTE Introductory        | CTE Concentration                     | CTE Capstone                      |                                      |                                                                        |                    |                      |
| <b>Computer Programming</b>                          | Computer Literacy       | Computer Applications I               | Computer Applications II          | Computer Science                     | Certification Computer Programming                                     | 26                 | 74                   |
|                                                      |                         |                                       | Computer Programming              |                                      |                                                                        |                    |                      |
| <b>Computer Technology</b>                           | *                       | Introduction to Industrial Technology | Computer Technology I             | AS/BS Computer Network Certification | +Certification Computer Programming<br>+Certification Computer Science | 51                 | 60                   |
|                                                      |                         |                                       | Computer Technology II            |                                      |                                                                        |                    |                      |
| <b>Construction Trades</b>                           | Basic Shop Skills       | Woodshop I                            | Construction I<br>Construction II | Certificate in Construction Trades   | Apprenticeship                                                         | TBD                | TBD                  |
| <b>Food Education and Service Training (FEAST) *</b> | Consumer Home Economics | FEAST I                               | FEAST II                          | AS/BS Culinary Arts                  | Certificate of Completion                                              | 41                 | 44                   |
| <b>Floriculture</b>                                  | Agricultural Science    | Floriculture I                        | Floriculture II                   | AS Ornamental Horticulture           | Certificate in Floral Design                                           | 97                 | 106                  |

**Tracy Unified School District  
Career Technical Education Programs**

| General Program Description        | Sequential Courses       |                                      |                                 | Programs Beyond High School            | Certifications/Designations                                  | Current Enrollment | Projected Enrollment |
|------------------------------------|--------------------------|--------------------------------------|---------------------------------|----------------------------------------|--------------------------------------------------------------|--------------------|----------------------|
|                                    | CTE Introductory         | CTE Concentration                    | CTE Capstone                    |                                        |                                                              |                    |                      |
| <b>Graphic Arts/Communications</b> | Graphic Arts             | Advanced Graphic Arts                | Graphic Arts and Communications | AA/BA?BS Graphic Arts                  | Certificate in Graphic Arts                                  | 206                | 210                  |
| <b>Landscape Management</b>        | Shop Skills *            | Agricultural Science                 | Landscape Management            | AS Ornamental Horticulture Agriculture | +Horticulture Landscape Technician<br>+Turf&Grass Specialist | 17                 | 25                   |
| <b>Marketing/Merchandising</b>     | Introduction to Business | Introduction to Marketing/Accounting | Marketing/Merchandising         | AS/BS Marketing /Merchandising         | Certificate of Completion                                    | 182                | 190                  |
| <b>Meat Processing</b>             | Agricultural Science     | Biological Laboratory Science        | Meat Processing                 | AS/BA Agricultural Science             | +Apprenticeship Meat Processing<br>+Butcher                  | 15                 | 19                   |
| <b>Virtual Enterprise</b>          | Computer Literacy        | Computer Applications                | Virtual Enterprise              | AB/BS Business Management              | Certificate of Completion                                    | 24                 | 25                   |
|                                    |                          | Career Accounting I                  |                                 |                                        |                                                              |                    |                      |
| <b>Welding/Metal Fabrication</b>   | TBD                      | TBD                                  | TBD                             |                                        |                                                              |                    |                      |



**Tracy Unified School District  
Career Technical Education Programs**

\* Introductory classes taken as electives or prerequisites to more than one program

| <b>Class</b>                      | <b>Enrollment</b> |
|-----------------------------------|-------------------|
| Computer Literacy/Keyboarding     | 684               |
| Consumer Home Economics           | 42                |
| Shop Skills                       | 74                |
| Consumer Home Economics           | 429               |
| Exploratory Industrial Technology | 141               |
| Career Exploratory Technology     | 63                |
| Instructional Design              | 62                |

## **ATTRACTING AND RETAINING HIGHLY QUALIFIED INSTRUCTORS**

TUSD plans to secure high caliber instructors and provide them with professional development to insure they are highly qualified. The District will continue to encourage professional development, provide training and new technology, provide industry competency training updates and provide staff development on teaching strategies. TUSD will also promote active participation in professional organizations. Although it has been difficult in some cases to secure specialized staff, the District will continue its efforts to recruit teachers in CTE program areas.

## **CAREER TECHNICAL ADVISORY COMMITTEE**

### **Purpose of the Committee**

The purpose of the committee is to develop and improve the overall Career Technical Educational program. The advisor committee's goal is to assist TUSD to make the CTE program better and can provide a continuity of quality. Committee members determine what types of programs should be offered in the TUSD schools. The goal of the committee is to provide input and to determine the various program elements necessary to provide quality programs for our students: Its responsibilities include:

- Establishing curriculum with a hands-on technological approach
- Assisting teachers in determining the skills needed for particular jobs at entry, technical and professional levels so that they can be included in the instructional programs.
- Providing guidelines for evaluation and evaluating the effectiveness for the programs.
- Recommending proposed new programs and develop the educational specifications including the facilities and equipment for the program.
- Revising existing programs, suggesting changes or deletions to courses of study
- Developing a list of capable resource persons for use as speakers, judges.
- Obtaining sponsors for appropriate funds for awards scholarships or needed equipment and supplies
- Procuring opportunities to upgrade the teacher's technical skills and knowledge
- Developing buildings plans, review architects plans, etc. where new buildings or modernization of older facilities are being proposed.
- Determining the suitable work stations for the various programs offered.
- Pointing out changes needed for the future in the areas of interest.
- Assisting with student placement
- Encouraging and attract students into the programs
- Evaluating student performance
- Gain support for legislation and appropriations.

### **Structure of the Committee**

TUSD's CTE Advisory Committee include members from the education sector, community government, local businesses and industry organizations. Formal meetings of the CTE will take place twice per year with additional meetings as needed. The meetings are specifically designed to evaluate the effectiveness of each program, suggest and make changes that are indicative of the employment market or economy represented in each program. The committee also reviews any previously discussed changes to see how they have been implemented. The committee members input is critical to helping keep programs in line with the ever changing work environment.

It is the intent of TUSD to have the CTE Advisory Committee include the following members:

TUSD Personnel:

CTE Director  
High School Administrator

CTE teacher (1 per site)  
CTE classified  
High School Counselor  
Middle School Administrator or Counselor

Community Members:

Tracy Chamber of Commerce representative  
Private Industry/Industry Group Representative from each CTE Pathway Program  
CTE student representative  
CTE parent representative  
Post-Secondary Institution of Higher Learning representative

In addition to the TUSD CTE Advisory Committee, each CTE Pathway Program will have its own Advisory group whose membership will include the CTE Director, CTE Pathway teacher(s) and affiliated members of the business community and post secondary institutions. These Pathways specific advisor groups will meet at least once per year.

## **PROGRAM EVALUATION TOOLS**

### **Current Enrollment**

TUSD plans to continually provide the CTE Advisory Committee with enrollment statistics. The committee will help determine which courses need to be redesigned to attract more students.

### **Career Path Relevancy**

Courses and course materials need to be aligned with the demand for employment in areas that support our labor force.

### **Post Graduate Employment**

TUSD will compile data as to the number of graduates who get employed in a labor related field as a means to measure the success of our programs in the various career paths. To the extent possible, efforts will be made to track our graduates and their career development.

### **Curriculum Standards**

TUSD will to review and determine whether the courses meet and support the California State Standards and the current industry standards and data will be provided to assess competency

### **Industry Survey.**

TUSD will survey local industry to check satisfaction that training and certification meet employment needs.

## **JOB PLACEMENT SERVICES**

### **Guidance/Student Placement**

Career guidance and counseling is offered to all students. Guidance counselors provide information on career opportunities that match student's interest and strengths and see that students are properly placed in appropriate career pathways. At Merrill West High School, all high school students are being assisted by guidance counselors in filling out of a four year plan which combines academics and career pathways. In 2007/08, a similar four year plan, will also being incorporated at Tracy High School.

As guidance is provided with the students, all CTE instructors will be provided with teaching strategies to mainstream students through differentiated instruction directing students to meet graduation requirements and pass the CAHSEE. All TUSD CTE instructors have developed curriculum maps to align their curriculum with California State Standards. Teachers will identify the students that need to be included in the CAHSEE and give those students a well-rounded education. This includes the skills needed to successfully complete the CTE courses and so that the can successfully compete in the work environment or post-secondary programs.

In all CTEP courses, students participate in job preparation skills that include interviewing and work habits. All CTE students are exposed to an ROP video, locally produced, which portrays students in non-traditional roles. Annually, TUSD in conjunction with the Tracy Chamber of Commerce facilitate mock interviewing, job shadowing and Career Days. Staff especially encourages ELD students to participate.

## **SUMMARY OF TRACY UNIFIED SCHOOL DISTRICT'S CAREER TECHNICAL EDUCATION PLAN**

1. TUSD plans to continually analyze the potential job markets and develop CTE programs to develop student skills.
2. TUSD plans to introduce and expand CTE course offerings to all K-8 institutions.
3. TUSD plans to develop testing and assessments for CTE coursework to insure that programs are successfully training our students for future employment and continuing education.
4. TUSD plans to continue to counsel students to follow career paths that meet their needs and ambition for post high school employment.
5. CTE teachers will plan to align their curriculum to the new California Career Technical Education Model Curriculum Standards and appropriate California English Language Arts and Mathematics standards to ensure that CTE students are receiving a rigorous education.
6. TUSD will plan to secure CTE partnerships with other learning institutions.
7. TUSD plans to adjust programs to meet the needs of the regional labor force and to promote growth of the local economy.
8. TUSD plans to expand course offerings to help students earn certifications and other designations that will lead to advanced degrees and post graduate employment.
9. TUSD plans to secure highly qualified instructors and provide them with continuous professional development so that they train students in new technology and current industry standards.
10. TUSD plans to recruit new members to the CTE Advisory Committee as new programs are introduced and business and industry partnerships are formed.
11. TUSD plans to develop a marketing plan to attach new students to CTE programs so that they can make educated decisions about possible career paths they may chose to pursue.



# HUMAN RESOURCES MEMORANDUM

**To:** James Franco, Superintendent  
**From:** James Mousalimas, Assist. Supt. of Human Resources *g*  
**Date:** June 20, 2007  
**Subject:** Adopt Resolution #06-35 for a Reduction in Classified Staff Due to Lack of Work/Lack of Funds

**BACKGROUND:** At the end of the 2006-07 school year, the current 4 hour/10 month Classified Preschool Para Educator I position at North School PLAY Program will be eliminated due to lack of funds. This position has been funded through a State Preschool Grant. The funding for this position is no longer available; therefore the position is being eliminated. In order to implement this reduction, the attached resolution must be adopted.

**RATIONALE:** Reduction in Classified staff is needed due to the lack of funds.

**RECOMMENDATION:** Adopt Resolution #06-35 for a Reduction in Classified Staff Due to Lack of Work/Lack of Funds.

**Prepared by:** James Mousalimas – Assistant Supt. for Human Resources





**TRACY UNIFIED SCHOOL DISTRICT  
RESOLUTION NO. 06-35**

**RESOLUTION FOR A REDUCTION IN CLASSIFIED STAFF DUE TO  
LACK OF WORK/LACK OF FUNDS**

**WHEREAS**, the Governing Board of the Tracy Unified School District has determined that it shall be necessary to reduce the following positions in the District not later than June 29, 2007 due to lack of work/lack of funds:

**Preschool Para Educator I position in the PLAY Program - 4 hour/10 month eliminated (State Preschool Grant)**

**NOW, THEREFORE, BE IT RESOLVED** that it shall be necessary to layoff one Classified employee as shown above, effective June 29, 2007 as a result of lack of work/lack of funds. The Superintendent or his designated representative is directed to take all appropriate action needed, including the sending of appropriate notices to all employees whose positions shall be affected by virtue of this action.

**ADOPTED** by the Governing Board of Tracy Unified School District on June 26, 2007 by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

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**Gregg Crandall, President  
Board of Education  
Tracy Unified School District**

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**Tom Hawkins, Clerk  
Board of Education  
Tracy Unified School District**