

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 12, 2007

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

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

A G E N D A

1. Call to Order

2. Roll Call – Establish Quorum

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

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

3.1 Educational Services:

3.1.1 Findings of Facts: #FF06-07/198, 201, 202, 204, 205, 207, 209, 210, 213, 217, 220, 221, 222, 224, 227, 228, 230

3.1.2 Application for Reinstatement: #AR06-07/57

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

3.1.3 Application for Enrollment: #AFE06-07/8

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

3.2 Human Resources:

3.2.1 Consider Release of Probationary Classified Employee #UCL-100

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

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

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

3.2.3 Conference with Labor Negotiator

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

3.2.4 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 #FF06-07/198, 201, 202, 204, 205, 207, 209, 210, 213, 217, 220, 221, 222, 224, 227, 228, 230

Action: Motion___; Second___ **Vote:** Yes___; No___; Absent___; Abstain___.

6b Report Out of Action Taken on Application for Reinstatement: #AR06-07/57

Action: Vote: Yes___; No___; Absent___; Abstain___

6c Report Out of Action Taken on Application for Enrollment: #AFE06-07/8

Action: Vote: Yes___; No___; Absent___; Abstain___

6d Report Out of Action Taken on Consider Release of Probationary Classified Employee #UCL-100

Action: Vote: Yes___; No___; Absent___; Abstain___

7. Approve Regular Minutes of May 22, 2007.

1-7

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

8. Student Representative Reports: None.

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

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

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

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

9.4 Recognize Certificated Retirement

8

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

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

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

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

Pg. No.

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

11.1 Administrative & Business Services:

- | | | |
|--------|-------------------------------------------------------------------------------------------------|------|
| 11.1.1 | Acknowledge Report on Grounds Summer Plans | 9-11 |
| 11.1.2 | Acknowledge Report on Heating, Ventilation, and Air Conditioning Preventive Maintenance Program | 12 |

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 | 13 |
| 11.2.2 | Receive Report on Purchase of Shining Star English Language Development (ELD) Pilot Materials at Monte Vista and Williams Middle Schools | 14 |

12. 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 | 15 |
| 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) | 16-58 |

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 Accounts Payable Warrants Reports for May, 2007 (Under Separate Cover) | 59 |
| 13.1.2 | Approve Monthly Budget Adjustment Report | 60-64 |
| 13.1.3 | Approve Revolving Cash Fund Reports for April, 2007 | 65-69 |
| 13.1.4 | Ratify Routine Expenditures and Notice of Completions Which Meet Criteria for Board Review and Approval | 70-72 |
| 13.1.5 | Ratify Measure E Related Expenditures and Notice of Completions Which Meet Criteria for Board Review and Approval | 73-74 |

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 | 75 |
|--------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----|

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	76-81
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	82-88
13.2.4	Ratify Master Contract and Individual Services Agreement with Reyn. Franca School, NPS	89-109
13.2.5	Ratify Master Contract with Excelsior Youth Centers, Inc.	110-116

13.3 Human Resources:

13.3.1	Approve Classified, Certificated and/or Management Employment	117-119
13.3.2	Accept Resignations/Retirements/Leaves of Absence for Classified, Certificated, and/or Management Employment	120-122

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

14.1 Administrative & Business Services: None.

14.1.1	Approve the 2007-08 Annual School District Budget (Under Separate Cover)	123-127
Action:	Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain__.	
14.1.2	Adopt Resolution No. 06-25 Adopting the School Facilities Needs Analysis and Establishing School Facilities Fees	128-132
Action:	Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain__.	
14.1.3	Approve and Appoint Selected Applicants for Specified Terms on Bond Oversight Committee	133
Action:	Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain__.	
14.1.4	Approve the Memorandum of Understanding (MOU) Between the Tracy Unified School District and Tracy Learning Center Charter School	134-162
Action:	Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain__.	
14.1.5	Approve the Facility Use Agreement for the Tracy Learning Center	163-176
Action:	Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain__.	
14.1.6	Authorize the Associate Superintendent for Business Services to Award Bid for HAZMAT Removal Plan for the 2007/2008 School Year	177
Action:	Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain__.	
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	178
Action:	Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain__.	
14.1.8	Consider Claim No. 10-0607 TUSD	179
Action:	Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain__.	

14.2 Educational Services:

14.2.1	Approve Service Agreement with Point Break Adolescent Resources for Counseling Services	180-185
Action:	Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain__.	
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	186-213
Action:	Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain__.	

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

Action: Motion___; Second___. **Vote:** Yes___; No___; Absent___; Abstain___.

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)

Action: Motion___; Second___. **Vote:** Yes___; No___; Absent___; Abstain___.

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

Action: Motion___; Second___. **Vote:** Yes___; No___; Absent___; Abstain___.

217-264

265-275

14.3 Human Resources:

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

Action: Motion___; Second___. **Vote:** Yes___; No___; Absent___; Abstain___.

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

Action: Motion___; Second___. **Vote:** Yes___; No___; Absent___; Abstain___.

276-281

281-284

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 June 19, 2007 (Special Joint Meeting with City of Tracy)

17.2 June 26, 2007

17.3 August 14, 2007

17.4 August 28, 2007

18. Upcoming Events:

18.1 June 22, 2007

18.2 June 25, 2007

18.3 June 26, 2007

18.4 August 13, 2007

Promotion: Freiler

Promotions: North, Kelly

Blue, Yellow, Green Track, Last Day of School

First Day of School, Traditional Calendar

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, May 22, 2007**

- 4:45 PM:** Vice-President Vaughn called the meeting to order and adjourned to closed session.
- Roll Call:** Board: G. Crandall (arrived late), J. Feller, T. Hawkins, K. Lewis, B. Swenson, J. Vaughn.
Absent: T. Guzman
Staff: J. Franco, J. Mousalimas, C. Goodall, S. Harrison, B. Etcheverry
- 7:07 PM:** President Crandall called the Tracy Unified School District Board of Education to order and led those present in the Pledge of Allegiance.
- Closed Session:**
- 6a** Report Out of Action Taken on Consider Attendance
Appeal #06-07/AA3
Action: Pulled. **Vote:** None.
 - 6b** Action on Findings of Fact #FF06-07/189, 191, 192, 193, 196, 197, 211, 212
Action on 189: Lewis, Hawkins.
Vote: Yes-5; Abstain-1(Crandall) Absent-1 (Guzman)
Action on 193(as amended) Lewis, Feller.
Vote: Yes-6; Absent-1(Guzman)
Action on 212: Lewis, Swenson.
Vote: Yes: 5; No-1(Vaughn); Absent-1(Guzman)
Action on 191, 192, 196, 197, 211: Lewis, Swenson.
Vote: Yes-6; No-0; Absent-1(Guzman)
 - 6c** Report Out of Action Taken on Consider Leave of Absence Requests for Certificated Employees #UC-514 Pursuant to Article XX
Action: **Vote:** Yes-6; No-0; Absent-1(Guzman)
 - 6d** Report Out of Action Taken on Consider Leave of Absence Request for Classified Employee # UCL-99 Pursuant to Article XXIII
Action: **Vote:** Yes-6; No-0; Absent-1(Guzman)
 - 6e** Report Out of Action Taken on Consider Leaves of Absence for the 2007-08 School Year as Indicated
Action: **Vote:** Yes-6; No-0; Absent-1(Guzman)
- Employees Present:** J. Wakefield, P. Anastasio, D. Cheeseman, O. Vieira, J. Vieira, C. Minter, M. Netto, B. Fresques, P. Hall, D. Wakefield, R. Frame, K. Proctor, K. Brown, D. Reese, C. Johannes, J. Borrego,

Press:

B. Brownne

Visitors Present:

D. Wingo, N. Terry, S. Malone, K. Johnson, L. Alhark, N. Terry, M. Forehand, R. Elwood, M. Dixon, M. Wingo, Arnevich Family M. Vieira. R. Alhark, P. Cardenas L. Alhark, K. Johnson, T. Matthews, C. Driscole

Minutes:

Approve Regular Minutes of May 8, 2007.

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

**Student
Representative
Reports:**

Tracy High – Megan Wingo: The Boys' Tennis Team made were named league champions. The softball team is playing two games tonight and are hoping they will win. The Track Team had Christin Shults and Kyle Pineo who went to sections and missed Disneyland. The Baseball Team made it to sections. The Academic Block T dinner went well. Prom was a success and Las Vegas was the theme, The juniors did a great job. Disneyland was last week and today was senior beach day. Everyone is excited for graduation next Saturday. Tomorrow is last day of IB testing and then finals next week and they are done. She thanked the board for a great year. Dr. Franco thanked Megan and presented her with a plaque.

West High - Ryan Elwood: The AP exams are over. All the clubs are wrapping up the year and electing new officers for next year. Their blood drive set a record of 83 pints. The Multicultural Week was very successful. The Seniors were in Disneyland last week. The Senior awards night was last Wednesday and scholarship night is tonight. They are excited for graduation on the 2nd. The Girl's Soccer Team took 2nd place in league and softball too. The Track Team took 1st in relay for sections and are competing this week. He thanked the Board for this opportunity. Dr. Franco thanked Ryan and presented him with a plaque.

Duncan Russell -Milan Dixon: Duncan Russell received approval to change its name to George & Evelyn Stein for next year. This year they participated in Relay for Life. The Key Club members raised over \$1,000. Key club is having an end of the year luncheon. Roger Casillas displayed their artwork in the lobby of the District office. Last week he attended science camp as a counselor with Delta Island students which happened to be his birthday week. They had cake and ice cream. May 29th is their graduation at Tracy High School. He had an awesome year and his leadership skills have grown. He also thanked his mom. Dr. Franco thanked Milan for his reporting this year and presented him with a plaque.

Duncan Russell used to be on Grant Line Road. Last year, the students moved to 10th street. The plan was always to have Duncan Russell on Grant Line so it will remain their and have their program there and the George & Evelyn Stein Continuation High School will be on 10th Street.

Recognition & Presentation:

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

9.1 Recognize Tracy High School's Future Farmers of America (FFA) Members for Their Outstanding Achievements as State and National Competitors

FFA members were presented with certificates. A number of students also received individual awards. FFA is dedicated to making a positive difference in the lives of young people.

9.2 Recognize Tracy High School's Boys Tennis Team for Achieving the Status of SJAA League Champions

The team was presented with certificates. Coach, Dean Reese, recognized the hard work and contributions made to team. This is their 2nd year of winning league champion.

9.3 Recognize Classified Retirees

Retirees were recognized and presented with a certificate and gift. They are Betty Keller, Paula Mckauge, Olivia Vieira and Linda Gomes.

Dr. Franco also introduced Paul Hall, our new director of Student Services.

9.4 Recognize the Outstanding Employees of the 2006-07 Year

The following employees were presented with certificates: Donna Boyd and Matt Netto. The following were not present: Diana Wing, Eric Kimball, Randy McMillan, Mauricio Verduzco, Ana Vela Telles.

9.5 Tracy High Site Update on Achievements & Activities

Tracy High Principal, Pat Anastasio thanked the Board for their support. They have had lots of success this past year with successful academic teams, mock trial won twice, they increased their API scores and met all subgroup targets, and named a 2007 Distinguished School. This is a demonstration of teachers and students that work hard. Science teacher, Kirk Brown, had two of his students give a presentation on their science project. Students, Samantha Sinwald and Janelle Silvis presented a power point on how they developed a forensic science technique "Crime Analysis Today".

Hearing of Delegations

Sherman Malone: He has coached boy's basketball, football, softball and has mentored at the boys and girls club. He is here tonight because he would like to see a city wide after school sports program and start at the 3rd or 4th grade level. He feels that whatever we can do capture a student's attention at an early stage benefits everyone concerned. He has a lot of ideas.

Terri Mason: She is a Williams Middle School teacher and is speaking on behalf of Naeemah Alhark. She is her 8th grade core teacher. Naeemah is a quiet student, comes to class and is always on task. She also worked with her for the black history month program. She is not saying that the situation was ok, but feels that she should get a second chance. She wants to come back to school. She is a model student and a leader.

Horacio Jones: He is a pastor at Naeemah's church. She is a quiet young girl. Teachers have their job to make sure they educate our kids and the Board is to hold them accountable. What's in the best interest of Naeemah? She was denied the opportunity to do her homework so she could at least stay current with her class so that she doesn't fall behind. He doesn't think she is a threat to the students or the school. He appeals as a pastor and parent that the board make a decision that is the best decision of the student. These decisions can chart the rest of their lives. Make it in the best interest of these young children.

Margie Forehand: She has been listening to the people who spoke and she has questions. She is very concerned about what she's heard and came to get clarification. She would like to know when the board will make a decision. The Pastor said it clearly, that this is a very important decision. This can become an historical event.

Trustee Vaughn: We do care about the situation, however at this point we cannot speak to any items that aren't on the agenda. As a board we cannot respond back or discuss these issues. It is a Brown Act violation.

The Board took a short recess at 8:31 p.m.
The meeting was reconvened at 8:37 p.m.

Mrs. Alhark: She is the mother of Naeemah. As grown ups we sometimes mess up. Her daughter responded in self defense. That is not grounds for expulsion. It is not proper. It's sending the wrong message to our children. There should be conflict management in place and she does not see that at Williams Middle School. She asks that you give her another chance. It's the right thing to do. She wants to see her daughter walk across the stage.

Information & Discussion Items:

11.1 Administrative & Business Services:

11.1.1 Receive Report Concerning the May Revision of the 2007-08 Governor's Budget Proposal

Associate Superintendent, Dr. Casey Goodall, gave brief highlights on the May revision of the budget proposal. There are no major cuts planned for education. The advertised COLA is for the average district in the state. There are some new budget initiatives.

Public Hearing:

12.1 Administrative & Business Services:

- 12.1.1** Conduct a Public Hearing on Item 14.1.7: (1) Adopt Resolution No. 07-14, of the Board of Education of the Tracy Joint Unified School District No. 97-1 (TJUSD CFD 97-1), to Levy Special Tax for Property Tax Year 2007-08. (2) Approve Muni Financial for Preparation for the 2007-08 Tax Roll and Reporting of Delinquencies

Opened Public Hearing at 8:43 p.m. No comments were made.

Closed Public Hearing at 8:44 p.m.

Item 14.1.7 was moved up on the agenda.

Consent Items:

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

13.1 Administrative & Business Services:

- 13.1.1** Ratify Routine Expenditures and Notice of Completions Which Meet Criteria for Board Review and Approval
- 13.1.2** Ratify Measure E Related Expenditures and Notice of Completions Which Meet Criteria for Board Review and Approval
- 13.1.3** Accept Donations

13.2 Educational Services:

- 13.2.1** Approve Service Agreement for Academic Entertainment, Inc. to Provide an Assembly on May 23, 2007, to George Kelly Elementary School
- 13.2.2** Approve the Community-Based English Tutoring (CBET) Program Application, Fiscal Year 2007-2008

13.3 Human Resources:

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

Action Items:

14.1 Administrative & Business Services:

- 14.1.1** Approve Board Policy 3541.1 School Related Trips and Acknowledge Administrative Regulation 3541.1 School Related Trips (5th Reading – Intent to Adopt)

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

- 14.1.2** Approve the Plan to Provide Water that Meets the Federal Arsenic Rule and Water Quality Standards Requirements for Delta Island School

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

- 14.1.3** Authorize the Assistant Superintendent for Business Services to Enter into Agreement with Edward J. McCrary to Provide Bus Driver Trainer Services

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

14.1.4 Approve Site Layout for the Location of Buildings at Kimball High School and Authorize Urban Ernst Design Group to Move Forward with Construction Documents

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

14.1.5 Approve Wayne Gilbert, Gilbert Inspection as the District's Division of the State Architect (DSA) Certified Inspector for the West High School Stadium and Pool Project and Charles Walker, Charles Walter Inspection Service as the District's Inspector for Tracy High School 40 Classroom Building and Kimball High School

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

14.1.6 Adopt Resolution Nos. 06-29, 06-30 and 06-31 as Required for Initiating the Eminent Domain Proceedings for the Acquisition and Construction of John C. Kimball High School

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

14.1.7 Adopt Resolution No. 07-14, of the Board of Education of the Tracy Joint Unified School District No. 97-1 (TJUSD CFD 97-1), to Levy Special Tax for Property Tax Year 2007-08.

2. Approve Muni Financial for Preparation for the 2007-08 Tax Roll and Reporting of Delinquencies

This item was moved up on the agenda.

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

14.1.8 Approve the Lease Agreement with the Head Start Child Development Council, Inc., for the 2007-2008 School Year and Authorize the Associate Superintendent for Business Services to Execute the Agreement

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

14.2. Educational Services:

14.2.1 Adopt Resolution No. 06-28 Authorizing Responsibility for the Cesar Chavez Grant Award, Acknowledging the Contract for the Grant Award, Approving the Term and Dollar Amount of the Contract and Appoint Dr. Casey Goodall to Act on the Behalf of the Governing Body

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

14.2.2 Accept Cesar E. Chavez Afterschool Service Clubs Grant from the California Department of Education

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

14.2.3 Approve Changes to High School Student Handbooks

Action: As amended. Lewis, Feller. **Vote:** Yes-6; No-0; Absent-1(Guzman)

14.2.4 Adopt Revised Board Policy 6146.1 High School Graduation Requirements and Standards of Proficiency (1st Reading)

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

14.3 Human Resources:

14.3.1 Adopt Resolution No. 06-27 for a Reduction in Classified Staff Due to Lack of Work/Lack of Funds

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

Board Reports:

Trustee Lewis reported that Relay for Life had a lot of schools and students involved. Kelly's Heroes raised over \$15,000 and took 4th place. The event raised \$391,000. It's an exceptional program and the kids understand why they are there. He is glad that the District continues to support it. He also attended a majority of the West High Sophomore baseball games. The last game went into extra innings to beat St. Mary's and were co champions. Trustee Feller attended a few meetings and interviewed the candidates for the architect inspector. Trustee Swenson attended a facility meeting yesterday. Denise had great comments. Tom did a great job organizing the items in the Lion's booth on Saturday. Trustee Hawkins passed. Trustee Vaughn attended the facilities meeting also. It is fun to work with that group of architects. They were very receptive to the suggestions. There are some great citizens on the Superintendent's Diversity Committee. They are working hard to make sure every child receives an equal education and are raising the bar and closing the achievement gap. He attended and spoke at the Student Leadership Conference. Ms. Shirley Everett was an excellent speaker. Trustee Crandall congratulated everyone at Tracy High for receiving the Distinguished School award. Thank you to James and Dr. Franco for their work on the student leadership conference. His daughter attended and still talks about it.

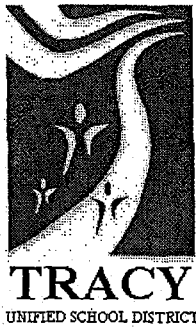
Superintendent Report:

Dr. Franco thanked Tom for representing the Board at the staff recognition last Monday. He also thanked Sheila and Rebecca for putting together the event. He acknowledged the work of Jessica who organized the character counts event last Friday for K-5 which featured a keynote speaker from Tray High and he was amazing. Sheila, Rebecca and Jessica also planned Character Counts for the high schools, middle schools and the community. It was well organized and very efficient. The DARE Graduations wrap up at South this week. The Oversight interviews will be on May 24th from 5:15 to 6:30. On Friday, Sheila and he attended the Distinguished School Award celebration. It was great having Tracy High represented there. The staff had a good time and are fired up for next time. He acknowledged all who participated in Relay for Life. Rebecca will bring a report on enrollment to the Board. The Student leadership event grows each year and there were great raffle gifts collected by Nate Terry.

**9:45 PM
Adjournment**

Tom Hawkins, Clerk

Date



HUMAN RESOURCES MEMORANDUM

TO: Dr. James Franco, Superintendent

FROM: James Mousalimas, Assistant Superintendent

DATE: June 12, 2007

SUBJECT: Recognize the Outstanding Employees of the 2006-07 School Year

BACKGROUND:

Three times each school year, nominations for outstanding employees are solicited from staff. A selection committee composed of one administrator, one classified/confidential representative, two certificated representatives and three classified representatives reviewed the nominations and made the selections for the Employees of the Term. This is the 23rd year the District has been recognizing outstanding employees.

RATIONALE:

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

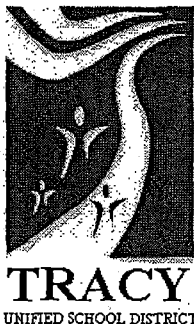
This agenda item meets Strategic Goal #7-Educational Leadership.

FUNDING: N/A

RECOMMENDATION:

Recognize Mauricio Verduzco (K-5), Ana Vela-Telles (6-8), and Diana Wing (9-12) as Outstanding Classified employees of the year; Donna Boyd (K-5), Randy McMillan (6-8), and Matt Netto (9-12) as Outstanding Certificated employees of the year; and Eric Kimball as Outstanding Certificated Management employee of the 2006-07 school year.

Prepared by: James Mousalimas, Assistant Superintendent for Human Resources



BUSINESS SERVICES MEMORANDUM

To: Jim Franco, Superintendent
From: C. Goodall, Assistant Superintendent for Business
Date: June 1, 2007

SUBJECT: Acknowledge Report on Grounds Summer Plans

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

1. Mow and edge all turf areas every 7 calendar days.
2. Identify and repair 100% of irrigation problems within 24 hours.
 - a. Review 100% of sprinklers every 7 calendar days.
3. Routine General Maintenance:
 - a. Apply pesticide as required
 - b. Monthly inspection/upkeep of playgrounds
 - c. Monthly trim shrubs and trees
 - d. Quarterly aeration of turf areas
 - e. Semi-Annual fertilization
 - f. Annual re-seeding

At that same time, the Board approved a new job description which includes responsibilities of groundsmen, custodians and bus drivers.

In March, the Board approved the addition of 5.75 FTE positions in this newly approved job description to address three trends:

1. rider-ship is increasing on certain routes
2. the unification with Holt Elementary School District demanding additional routes
3. and, anticipated special education transportation requirements

The rationale was that part-time positions were difficult to fill, leading to bus driving positions being vacant for multiple years without qualified candidates.

Adding the 5.75 additional FTE made the part time positions into full time positions, which have therefore become more attractive. 4.75 of the 5.75 FTE have been hired.

The District currently has 9 FTE Bus Driver Custodian positions. All of the positions are filled. All of these positions will be utilized to transport students to YRE schools and summer school and have the remainder of their day assigned to a permanent custodial position.

The district also has 12 FTE Bus Driver/Custodian/Grounds positions. Eleven of the positions are filled. Six of these positions will be assigned to grounds full time until the traditional school year begins in the fall, at which time they will be assigned transportation routes part-time. They will continue with part-time grounds assignments until November, at which time they will be assigned custodial duties for the winter months.

Five of the Bus Driver/Custodian/Grounds positions will be utilized part time to transport students to summer school and have the remainder of their day assigned to grounds. Once summer school is complete, these employees will also be assigned to grounds full time until the traditional school year begins.

Because summer school routes are being funded from Title I and Migrant funds, a portion of the budgeted funding for these new positions will be available to hire substitute groundsmen during summer school. Also, on July 1, additional funds are budgeted to hire 3 substitute groundsmen to keep the crews going once the traditional school year begins.

Along with their regular duties, a number of other summer duties will be assigned to these employees. Many of these employees will be utilized on June 18th and 19th to move equipment from Holt School. They may also be used to cover when other employees are on scheduled vacation or are ill. The new employees will also require a number of days of training in:

1. Bus Driver licensing
2. Safety
3. Irrigation Repair
4. Playground Maintenance
5. Warehouse Duties

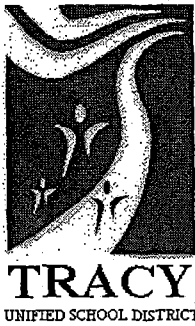
RATIONALE: In addition to the achieving the goals identified earlier in the year, staff plans to make landscaping improvements at Williams Middle School, Jacobson, Villalovoz, Poet-Christian, and Practice fields.

Staff also intends to bring monthly data updates to the board, with the first update planned for August.

FUNDING: All costs have previously been approved by the Board.

RECOMMENDATION: Acknowledge Report on Grounds Summer Plans

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



BUSINESS SERVICES MEMORANDUM

To: James Franco, Superintendent

From: C. Goodall, Assistant Superintendent for Business

Date: September 27, 2006

SUBJECT: Acknowledge Report on Heating, Ventilation, and Air Conditioning Preventive Maintenance Program

Background: In October of 2006, the Board approved use of \$150,000 to initiate a Heating, Ventilation, and Air Conditioning Preventive Maintenance Program, which established

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

The staffing process took several months, but the system was fully in place by January. Data has been presented to the Board on a monthly basis.

Rationale: The program was authorized through the month of June. With the end of June only weeks away, a final assessment of the program must be conducted to determine future plans.

A report will be presented regarding the results of the final assessment.

Recommendation: Acknowledge Report on Heating, Ventilation, and Air Conditioning Preventive Maintenance Program



TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: JAH Dr. Sheila Harrison, Assistant Superintendent of Educational Services
DATE: May 22, 2007
SUBJECT: Receive Report on the Playful Learning Adventures for Young Children (PLAY) Program and the School Readiness District Coordinator (SRDC) Program

BACKGROUND: In April 2006, TUSD was awarded a grant from First 5 San Joaquin to provide the PLAY Program to families living within the attendance boundaries of North, Central, McKinley, and South/West Park Schools. A cornerstone of the PLAY Program is a preschool for families who do not qualify for subsidized programs. In addition to preschool services, TUSD partners with Family Resource and Referral Center and Sutter Tracy Community Hospital through the PLAY Program funding to provide a continuum of parenting, health and social support services. The PLAY Grant was initially funded for three years in the amount of approximately \$2.7 million; it was later extended through the end of the fiscal year 2011 in the amount of approximately \$4.5 million.

TUSD was awarded the School Readiness District Coordinator (SRDC) grant by First 5 San Joaquin in April of 2003. This grant was originally funded for three years at approximately \$100,000 per year with an additional year of funding added later. The SRDC grant money was used to design, develop and implement a district-wide School Readiness Program. TUSD School Readiness Program provides a point of contact in the District for families and early care and education (ECE) providers in Tracy who have questions about preschool, kindergarten, school readiness and other ECE topics. The School Readiness Program also offers workshops, trainings, programs and events for children, parents and ECE providers.

During the last several months, much progress has been made in implementing the PLAY Program and continuing to develop and expand the School Readiness Program. TUSD staff is requesting the opportunity to highlight progress toward accomplishing program milestones and initiating systems change.

RATIONALE: An update on the progress on the PLAY Program and the SRDC Program will be presented to the Board. This agenda item meets Strategic Goal #6, Partnerships and Strategic Goal #4, Developing the Whole Student.

FUNDING: There is no cost to the District; the District will receive up to \$1,916,220.00 from First 5 San Joaquin for the period July 1, 2007 through June 30, 2009.

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

Prepared by: Brandi Harrold, School Readiness Program Specialist



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: ~~HA~~ Dr. Sheila Harrison, Assistant Superintendent of Educational Services
DATE: June 1, 2007
SUBJECT: Receive Report on Shining Star English Language Development (ELD) Program

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.

The Director of Instructional Media and Curriculum would like to present a report to the Board of Trustees on the textbook adoption process, and provide an opportunity to preview instructional materials that will be recommended for Board approval at the June 26, 2007 Board meeting.

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: Receive Report on Shining Star English Language Development (ELD) Materials

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



BUSINESS SERVICES MEMORANDUM

To: Jim Franco, Superintendent
From: C. Goodall, Assistant Superintendent for Business
Date: May 25, 2007

SUBJECT: Open Public Hearing on Item 14.1.1. Approve the 2007-08 Annual School District Budget

BACKGROUND: Education Code Section 42127 requires that:

42127. (a) On or before July 1 of each year, the governing board of each school district shall accomplish the following:

- (1) Hold a public hearing on the budget to be adopted for the subsequent fiscal year. The agenda for that hearing shall be posted at least 72 hours prior to the public hearing and shall include the location where the budget will be available for public inspection.*

RATIONALE: The hearing is an opportunity for the public to comment on the TUSD budget.

FUNDING: The 2007-08 Annual School District Budget establishes spending plans for the year.

RECOMMENDATION: Open Public Hearing on Item 14.1.1. Approve the 2007-08 Annual School District Budget

Prepared by: Casey Goodall, Assistant Superintendent for Business Services



TRACY
UNIFIED SCHOOL DISTRICT

BUSINESS SERVICES MEMORANDUM

TO: Dr. James C. Franco, Superintendent
FROM: Dr. Casey Goodall, Associate Superintendent for Business Services
DATE: June 1, 2007
SUBJECT: Open Public Hearing on the School Facilities Needs Analysis and Adoption of Alternative Developer Fees Pursuant to Government Code Section 65995.6(d)

BACKGROUND: In August 1998, ("SB-50") legislation was passed that made major changes in the State School Building Program as well as the level of permissible school mitigation fees. Education Code 17620 was amended to include the revised provisions of Government Code Sections 65995, 65995.5, 65995.6 and 65995.7. Prior to the passage of SB-50 school districts had the power to withhold land use approvals until the impact on school facilities was fully mitigated. These measures included the ability to levy mitigation payments in excess of the statutory fees also referred to as Level I fees. SB-50 limited the powers cities and counties had requiring mitigation of school facilities impact on new development. The amended law required school districts meet certain conditions in order to impose higher fees known as: Level II fees which are based on a 60% contribution from the State School Building Program and Level III fees which is based on 100% of the school facilities cost and may be imposed if the State School Building Program is out of bond funds.

The alternative fees must be adopted by resolution at the end of a public hearing period of not less than 30 days. The public hearing period began on April 24, 2007 and will close at the June 12, 2007 board meeting.

RATIONALE: As a Condition to levy alternative fees, TUSD must conduct and adopt a School Facilities Needs Analysis (SFNA). The purpose of the SFNA is to: establish the need for new school facilities for unhoused students attributable to new residential development over the next five years; establish the amount of the fees and demonstrate that the fees are proportionate and reasonable as related to the cost of future facilities within the District.

Due to the configuration of TUSD, two SFNAs have been developed, one for the K-12 boundaries of the District which yields Level II fees of \$5.97 and Level III fees of \$11.93 per square foot of residential construction. The fees for the K-8 feeder Districts, which are responsible for mitigation of high school facilities, are \$2.21 for Level II fees and \$4.43 for Level III fees, per square foot of residential construction.

FUNDING: No funding implication.

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

Prepared by: Denise Wakefield, Director of Facilities

Tracy Unified School District
School Facilities Needs Analysis
Kindergarten – Grade 12
April 10, 2007

Summary

The Governing Board of any school district is authorized to levy a fee, charge, dedication or other requirement against any construction within the boundaries of the district, for the purpose of funding the construction or reconstruction of school facilities. The amount of the fee, with the exceptions as stated in Sections 65995.5 and 65995.7 of Government Code, is limited to a specified amount, generally referred to as the "statutory" fee. Recent legislation also refers to the statutory fee as the Level I Fee. This fee is presently a maximum of \$2.63 per square foot of assessable area for new residential construction and a maximum of \$.42 per square foot of commercial/industrial construction.

Sections 65995.5 and 65995.7 of Government Code contain provisions which allow a school district to justify greater fees which are referred to as the Level II Fee and Level III Fee, if the school district meets specified legal requirements for eligibility and adopts a School Facility Needs Analysis (Government Code 65995.6).

This study titled the School Facility Needs Analysis finds that justification exists for levying Level II Fees and Level III Fees in the Tracy Unified School District in the amounts determined pursuant to Sections 65995.5, 65995.6 and 65995.7. The determination of Level II and III Fees is based the prescribed method of calculation documented in Government Code Section 65995.5 (c).

The calculation yields the representative cost per square foot for new residential construction for school facilities mitigation based on a number of factors that are documented through out this analysis. The results as calculated in accordance with the prescribed formula are noted below:

**Tracy Unified School District
Grade Kindergarten – 12 Attendance Boundaries
Mitigation Fees (2007 \$s)**

Level II Fee per Square Foot	\$5.97
Level III Fee per Square Foot	\$11.93

Eligibility Requirements

In order to impose Level II and Level III fees, the District must have met the eligibility requirements outlined in Government Code Section 65995.5. The conditions are as follows:

1. A school district must make a timely application to the State Allocation Board for new construction funding for which it is eligible; be determined by the Board to meet the eligibility requirements for new construction funding pursuant to the State Facilities Program and obtain a letter of determination of its eligibility requirements for new construction.
2. Conduct and adopt a school facilities needs analysis.
3. Satisfy at least two of the following requirements:
 - The district is a unified or elementary school district that has a substantial enrollment of its elementary school pupils on a multi-track year-round schedule. "Substantial enrollment" means that at least 30 percent of the district pupils in kindergarten and grades 1-6 inclusive, in the high school attendance area in which all or some of the new residential units identified in the needs analysis, are planned for construction.
 - The district has placed on the ballot in the previous four years a local general obligation bond to finance school facilities and the measure received at least 50 percent plus one of the votes cast.
 - The district meets one of the following:
 - a. The district has issued debt or incurred obligations for capital outlay in an amount equivalent to 15 percent of the district's local bonding capacity, including indebtedness that is repaid from property taxes, parcel taxes, the district's general fund, special taxes levied by vote of the landowners prior to November 4, 1998, and revenues received pursuant to the Community Redevelopment Law. Indebtedness or other obligation to finance school facilities to be owned, leased, or

used by the district, that is incurred by another public agency, shall be counted for the purpose of calculating whether the district has met the debt percentage requirement contained herein; or

- b. The district has issued debt or incurred obligations for capital outlay in an amount equivalent to 30 percent of the district's local bonding capacity, including indebtedness that is repaid from property taxes, parcel taxes, the district's general fund, special taxes levied by vote of the landowners after November 4, 1998, and revenues received pursuant to the Community Redevelopment Law. Indebtedness or other obligation to finance school facilities to be owned, leased, or used by the district, that is incurred by another public agency, shall be counted for the purpose of calculating whether the district has met the debt percentage requirement contained herein.
- At least 20 percent of the teaching stations are relocatable classrooms.

Compliance with Statutory Requirements

The District satisfies all of the requirements necessary to conduct a School Facilities Needs Analysis. These requirements have been satisfied in the following manner:

- The District adopted a Resolution on February 23, 1999 electing to participate in the School Facilities Program. Eligibility was recently reestablished June 22, 2005 with the recertification of SAB Forms 50-01, 02 and 03. Filing for construction eligibility satisfies the requirement for collecting Level II and Level III fees. The District's most current eligibility has been determined on SAB Form 50-03 and included as an Appendix.
- The District has placed a general bond measure on the ballot during the past four years and received at least 50 percent plus one of the votes cast.
- The District's outstanding debt or obligations is equal to approximate 23 % of the District's local bonding capacity.
- More than 40% of the District's teaching stations are in portable/relocatable classrooms.

Calculation of the Fees

In 1998, Senate Bill 50 outlined the methodology required for use in the calculation of Level II and Level Fees III and it is defined in Section 65995.5 (c) of Government Code as follows:

1. The identified number of unhoused pupils shall be multiplied by the appropriate new construction grant amounts provided in subdivision (a) of Education Code Section 17072.10 approved by the State Allocation Board as part of the State School Facilities Program. This sum shall be added to 50% of the site acquisition and development costs determined pursuant to Government Code 65995.5(h) for the number of acres determined to be necessary as set forth by Department of Education guidelines.
2. Deduct the full amount of local funds the governing board has dedicated to facilities necessitated by new construction and any proceeds from surplus property sales.
3. The resulting amount shall be divided by the projected total square footage of assessable space of residential units anticipated to be constructed during the next five year period.

Determination of Unhoused Students

The number of unhoused elementary, middle and high school students is based on the District's historical student generation rates from new residential units constructed within the kindergarten through 12th grade boundaries, during the previous five years for similar units expected to be constructed during the next five years. Table 1 indicates the student generation rates for Single Family Residential Units and Table 2 indicates the student generation rates for Multi-Family Residential Units. Actual student counts are listed in the Appendix.

Table 1
Student Generation Rates For Single Family Detached
Units Constructed During Previous 5 Years

School Level	Number of Students Matched	Number SFD Units	Student Generation Rates
Elementary K-5	999	2,369	0.42
Middle 6-8	535	2,369	0.23
High School 9-12	618	2,369	0.26
Total	2,152	2,369	0.91

Table 2
Student Generation Rates For Multi-Family Units
Constructed During the Previous 5 Years

School Level	Number of Students Matched	Number MF Units	Student Generation Rates
Elementary K-5	64	215	0.30
Middle 6-8	30	215	0.14
High School 9-12	35	215	0.16
Total	116	215	0.54

Projected Residential Units

Table 3 indicates number of units expected to be constructed within the kindergarten through 12th grade boundaries of the District. The units anticipated to be constructed over the next 5 years do not have pre-existing mitigation agreement for school fees *.

Table 3
Future Units by Unit Type

Unit Type	Number of Future Units
Single Family Detached	500
Single Family Attached	0
Multi-Family	250
Total Future Units	750

The projected number of unhoused students is calculated by multiplying the future units in Table 3 by the student generation rates as indicated in Tables 1 and 2. It is anticipated that there will be an increase of 590 new students from within the K-12 boundaries of TUSD as indicated in Table 4.

Table 4
Projected Unhoused Students

School Level	Projected Unhoused Students Single Family Detached	Projected Unhoused Students Multi-Family	Total Unhoused Students
Elementary K-5	206	77	282
Middle 6-8	111	21	131
High School 9-12	140	36	176
Total	456	134	590

* At the time of this analysis, new development contiguous with the boundaries of the K-12 boundaries of the school District and the City of Tracy has been limited by measure A to 100 units per year with the exception of low-income housing which has been indicated as multi-family residential.

Amount of New School Construction Grants

The State School Facilities Program established the amount of new construction grants based on a statewide average of actual costs for elementary, middle and high school facilities. The State Allocation Board adjusts the grant amount annually to reflect the increases in construction costs. The grant amount also includes additional amounts for mandated requirements for fire alarm systems, sprinkler systems and labor compliance program costs. New construction grants per the State School Building Program represents 50% of the cost of construction. The current amount of new construction grants are indicated in Table 5 below:

Table 5
State School Building Program
Per Student New Construction Grant Amount (2007 \$'s)

School Level	New Construction Grant Amount
Elementary K-5	\$8,332
Middle 6-8	\$8,843
High School 9-12	\$11,207

Based on the number of new students that will be generated from anticipated residential units, the following represents the total construction cost that can be mitigated with alternative fees.

Table 6
Total New School Construction Amount

School Level	Projected Number of Unhoused Students	Per Grant Amount	New Construction Amount
Elementary K-5	282	\$8,332	\$ 2,352,643
Middle 6-8	131	\$8,843	\$ 1,162,704
High School 9-12	176	\$11,207	\$ 1,969,149
Total	590		\$ 5,484,496

Determination of Site Acquisitions Costs and Site Development Costs

Site acquisition costs per acre are based on both the actual costs of recent school construction projects, or on the value of comparable properties recently sold within the District's kindergarten through 12th grade boundaries. Site development costs are also based on recent costs of school construction projects as well as from estimates developed by the District's architect as projected for future construction projects. Estimates for site acquisition include the cost of environmental mitigation and estimates for site development include the cost of all required infrastructure and liquefaction remedies.

Table 7
Site Acquisition and Site Development Costs

School Level	Site Acquisition Cost per Acre	Site Development Cost per Acre
Elementary K-5	\$120,000	\$150,000
Middle 6-8	\$120,000	\$200,000
High School 9-12	\$150,000	\$300,000

School Site Acreage

Using the established guidelines published by the Department of Education for school site sizes, TUSD would need to acquire the recommended number of acres for new school sites based on the designated student capacity as indicated in the following table.

Table 8
Student Capacities and Site Acreage

School Level	Student Capacity	Site Acreage
Elementary K-5	750	13
Middle 6-8	1,200	25
High School 9-12	2,400	55

Based on the student capacity for future schools and the recommended site acreage, Table 9 indicates the total cost of site acquisition and site development.

Table 9
Site Acquisition and Site Development Costs of Future School Facilities

School Level	Site Acquisition Cost	Site Development Costs	Total Site Costs
Elementary K-5	\$1,560,000	\$1,950,000	\$3,510,000
Middle 6-8	\$3,000,000	\$5,000,000	\$8,000,000
High School 9-12	\$8,250,000	\$16,500,000	\$24,750,000
Total	\$12,810,000	\$23,450,000	\$36,260,000

School Sites Needed

The number of school sites needed to house students from future residential units is indicated in Table 10. Although these figures represent only a portion of a school, ultimately an entire school will need to be completed to accommodate future students expected with the build-out of all residential property within the kindergarten through 12 grade boundaries of the District in future years.

Table 10
School Sites Needed

School Level	Projected Unhoused Students	Design Capacity of Future School	Total Sites Needed
Elementary K-5	282	750	0.38
Middle 6-8	131	1,200	0.11
High School 9-12	176	2,400	0.07

Total Site Acquisition and Site Development Costs

Total site costs represented in Table 11 are calculated based on the number of sites needed to house students generated from future residential units.

Table 11
Total School Site Acquisition and Site Development Costs

School Level	Total Sites Needed	Site Costs	Total Site Costs
Elementary K-5	0.38	\$3,510,000	\$1,321,424
Middle 6-8	0.11	\$8,000,000	\$876,553
High School 9-12	0.07	\$24,750,000	\$1,811,939

Level II Mitigation Amounts

The final calculation of Level II fees includes the construction grant amount which represents 50% of actual construction cost. Site acquisition and site development costs amounts cannot exceed half the amount of the actual cost. Table 12 factors these cost to represent 50% of the total cost.

Table 12
Level II Site Costs

School Level	Total Site Costs	Multiplier	Level II Fee Site Costs
Elementary K-5	\$1,321,424	50.00%	\$660,712
Middle 6-8	\$876,553	50.00%	\$438,277
High School 9-12	\$1,811,939	50.00%	\$905,969

The total construction grant amount needs to be added to the site acquisition and development costs to reflect the total mitigation amount used to determine Level II fees that can be applied to new residential construction. This amount is represented in Table 13 below:

Table 13
Level II School Facility Costs

School Level	Total New Construction Grant Amount	Level II Fee Site Costs	Level II Mitigation Amount
Elementary K-5	\$2,352,643	\$660,712	\$3,013,355
Middle 6-8	\$1,162,704	\$438,277	\$1,600,981
High School 9-12	\$1,969,149	\$905,969	\$2,875,118
Total	\$5,484,496	\$2,004,958	\$7,489,454

Before the final Level II Fee mitigation amount can be calculated the District must deduct for any capital funds that are available for new construction and for the proceeds from sale of any surplus property.

Determination of Existing Funds Available for New Construction

When determining the amount of funds necessary to meet the District's facilities needs the District must consider whether there are existing funds available to construct new facilities. If any funds are available they must be deducted from the facilities costs used to calculate the alternative fees.

- a. Identify and consider any surplus property owned by the District that can be used as a school site or sold to finance school construction. The District does not have surplus property that can be sold to fund new construction.
- b. Consider if projected enrollment growth can be accommodated in existing school capacity. TUSD has no available capacity to house students generated from anticipated residential units that do not have pre-existing mitigation agreement for school fees. Table 14 indicates that there is currently no existing capacity in District schools.
 - The District has capacity to house 15,157 students. Capacity was determined by loading District-owned classrooms according to Education Code Section 17071.10 as provided for in the OPSC eligibility determination forms. Form SAB 50-02, has been attached in the Appendix. and has been updated to include any new construction subsequent to the District's initial eligibility determination. To determine the District's capacity, standard K-6 classrooms are loaded at 25 students per classroom; standard 7-12 classrooms are loaded at 27 students per classroom and non-severe special day classrooms are loaded at 13 students per classroom.
 - Current Enrollment is based on the student count based on the California Basic Enrollment Data (CBEDS) date for the 2006/07 school year.

Table 14
Existing School Facilities Capacity and Enrollment

School Level	2006/07 Capacity	2006/07 Enrollment	Excess/(Shortage)
Elementary K-5	5,936	7,030	(1,094)
Middle 6-8	2,322	3,617	(1,295)
High School 9-12	4,212	5,960	(1,748)
Total	12,470	16,607	(4,137)

c. Identify and consider other local sources of funds are available to construct or reconstruct school facilities. No other local revenues are available to TUSD for new construction.

- General Obligation Funds – The District passed a general obligation bond in June 2006, however bond funds are designated for specific projects, not for the construction of new facilities to accommodate growth.
- Other Local Funds – Funds collected from existing developer agreements are earmarked for growth projects.
- Mitigation agreements – The District has mitigation agreements for some of the residential development within the District's boundaries and they are encumbered for specific projects that house growth students from these developments.

Table 15
Level II Mitigation Amount Net Local Funds Available

School Level	Level II Mitigation Amount
Level II Mitigation Amount	\$ 7,489,454
Local Funds Available	\$ 0
Total Level II Mitigation Amount	\$ 7,489,454

Determination of Total Square Footage of Residential Construction

Included in the Appendix is data collected by the District for single family homes constructed during the past 5 years. Square footage per unit averaged 2,111 square feet. Multi-family residential units have been estimated to average 800 square feet. Total residential square footage for future housing units is based upon the average square footage per unit type multiplied by the number of residential units anticipated to be constructed during the next five years. This amount is equal to 1,255,500 square feet in residential construction.

Table 16
Estimated Total Residential Square Footage for Residential Units

Unit Type	Future Units	Average Square Footage	Total Square Footage
SFD	500	2,111	1,055,500
SFA	0	1,200	0
Multi-Family	250	800	200,000
Total			1,255,500

Level II Fees

The final calculation which establishes the amount of the Level II fees is based on the total mitigation amount indicated in Table 15 divided by the total square feet of new residential construction in Table 16.

Table 17
Amount of Level II Fees
Per Square Foot Residential Construction

	Amount
Level II Mitigation Amount	\$7,489,454
Total Square Feet	1,255,500
Level II Fee per Square Foot	\$5.97

Calculation of Level III Fees

Pursuant to Section 65995.7, Level III Fees is the maximum amount per square foot of new school facilities cost that may be imposed on new residential construction when no State School Building Program funds are available. The amount of Level III fees is calculated in Table 18.

Table 18
Amount of Level III Fee Mitigation Amount

	Amount
Level II Mitigation Amount	\$7,489,454
Unfunded 50%	\$7,489,454
Level III Mitigation Amount	\$14,978,908

Level III Fees

The final calculation which establishes the amount of the Level III fees is based on the total mitigation amount indicated in Table 18 divided by the total square feet of new residential construction in Table 17.

Table 19
Amount of Level III Fees
Per Square Foot Residential Construction

	Amount
Level III Mitigation Amount	\$14,978,908
Total Square Feet	1,255,500
Level III Fee per Square Foot	\$11.93

Appendix

SUBDIVISIONS	# Homes 06	2006 SGR			
		K-5	6-8	9-12	TOTAL
Foothill Ranch	81	0.1358	0.1975	0.1852	0.5185
Buena Vista	90	0.3556	0.2000	0.3000	0.8556
Foothill Vista	125	0.3920	0.2160	0.1120	0.7200
Sterling Estates	107	0.5514	0.2804	0.3832	1.2150
Sienna Park	151	0.4702	0.2119	0.2185	0.9007
Belconte South	107	0.2430	0.2243	0.2243	0.6916
Belconte North	112	0.3571	0.2411	0.3839	0.9821
Pheasant Run	109	0.4954	0.2661	0.3486	1.1101
Meadowood	158	0.3038	0.1392	0.1582	0.6013
Laurel Brook	110	0.4000	0.2364	0.4000	1.0364
Park Atherton	191	0.5183	0.1990	0.3560	1.0733
Bridle Creek	169	0.5089	0.1834	0.2663	0.9586
Woodfield	519	0.3314	0.1927	0.2948	0.8189
Muirfield 7	145	0.5103	0.2828	0.2621	1.0552
Alden Meadows	214	0.5467	0.3131	0.2757	1.1355
TOTAL	2388	0.4080	0.2256	0.2779	0.9115
Avg. Sq Ft. per Home	2111.164				
SUBDIVISIONS	# Homes 06	2006 - STUDENTS			
		K-5	6-8	9-12	TOTAL
Foothill Ranch	81	11	16	15	42
Buena Vista	90	32	18	27	77
Foothill Vista	125	49	27	14	90
Sterling Estates	107	59	30	41	130
Sienna Park	151	71	32	33	136
Belconte South	107	26	24	24	74
Belconte North	112	40	27	43	110
Pheasant Run	109	54	29	38	121
Meadowood	158	48	22	25	95
Laurel Brook	110	44	26	44	114
Park Atherton	191	99	38	68	205
Bridle Creek	169	86	31	45	162
Woodfield	519	172	100	153	425
Muirfield 7	145	74	41	38	153
Alden Meadows	214	117	67	59	243
TOTAL	2388	982	528	667	2177

SCHOOL DISTRICT
TRACY JOINT UNIFIED
COUNTY
SAN JOAQUIN

FIVE DIGIT DISTRICT CODE NUMBER (see California Public School Directory)
75499
HIGH SCHOOL ATTENDANCE AREA (HSAA) OR SUPER HSAA (if applicable)
Combined

Part A. Enrollment Data - (districts or county superintendent of schools)

Grade	3rd Previous 2001/02	2nd Previous 2002/03	Previous 2003/04	Current 2004/05
K	1,284	1,330	1,427	1,459
1	1,371	1,431	1,461	1,500
2	1,355	1,421	1,511	1,578
3	1,419	1,400	1,553	1,529
4	1,363	1,465	1,539	1,542
5	1,413	1,446	1,548	1,571
6	1,394	1,487	1,551	1,633
7	1,351	1,463	1,569	1,638
8	1,288	1,343	1,521	1,515
9	1,255	1,415	1,407	1,588
10	1,134	1,140	1,355	1,506
11	1,111	1,086	1,162	1,401
12	917	1,008	978	1,043
TOTAL	16,656	17,440	18,582	20,003

Part B. Pupils Attending Schools Chartered By Another District

3rd Previous	2nd Previous	Previous	Current

Part C. Continuation High School - (districts only)

Grade	3rd Previous	2nd Previous	Previous	Current
9	4	10	4	3
10	11	23	39	39
11	27	38	15	28
12	102	89	110	74

Part D. Special Day Class Pupils - (districts or county superintendent of schools)

Elementary	Non-Severe	Severe	Secondary	Non-Severe	Severe
MR	30	2	MR	11	21
HH			HH		
DEAF			DEAF		
HI			HI		
SLI	63	2	SLI	8	
VI		2	VI		
SED	9		SED	8	
OI	8		OI	2	
OHI	18	2	OHI	6	
SLD	104	1	SLD	109	
DB			DB		
MH			MH		
AUT	15		AUT	1	
TBI	1		TBI	1	1
TOTAL	248	9	TOTAL	146	22

Part E. Special Day Class Enrollment - (county superintendent of schools only)

3rd Previous	2nd Previous	Previous	Current

Part F. Number of New Dwelling Units

4546

Part G. District Student Yield Factor

0.952

Part H. Five Year Projected Enrollment - School Facility Program Projections - (except special day class pupils only)

K-6	7-8	9-12	TOTAL
9,088	2,912	8,576	20,576

Projections - special day class pupils only

Elementary	Non-Severe	Severe	Secondary	Non-Severe	Severe
MR	36	2	MR	15	28
HH			HH		
DEAF			DEAF		
HI			HI		
SLI	76	2	SLI	11	
VI		2	VI		
SED	11		SED	11	
OI	10		OI	3	
OHI	22	2	OHI	8	
SLD	125	1	SLD	144	
DB			DB		
MH			MH		
AUT	18		AUT	1	
TBI	1		TBI	1	1
TOTAL	299	9	TOTAL	194	29

Part I.

One Year Projected Enrollment - State Relocatable Program Projections - (except special day class pupils only)

K-6	7-8	9-12	TOTAL
8,622	2,543	5,271	17,436

Projections - (special day class pupils only) (includes Severe & Non-Severe)

	Elementary	Secondary		Elementary	Secondary
MR	33	35	OI	3	2
HH			OHI	21	6
DEAF			SLD	110	113
HI			DB		
SLI	68	9	MH		
VI	2		AUT	16	1
SED	9	9	TBI	1	2
			TOTAL	268	182

I certify, as the District Representative, that the information reported on this form is true and correct and that:
I am designated as an authorized district representative by the governing board of the district.
If the district is requesting an augmentation in the enrollment projection pursuant to Regulation Section 1859.42 (b), the local planning commission or approval authority has approved the tentative subdivision map used for augmentation of the enrollment and the district has identified dwelling units in that map to be contracted. All subdivision maps used for augmentation of enrollment are available at the district for review by the Office of Public School Construction (OPSC).
This form is an exact duplicate (verbatim) of the form provided by the Office of Public School Construction.
In the event a conflict should exist, then the language in the OPSC form will prevail.

SIGNATURE OF DISTRICT REPRESENTATIVE

Vernice Wakefield

DATE

5/25/05

SCHOOL DISTRICT
TRACY JOINT UNIFIED
COUNTY
SAN JOAQUIN

FIVE DIGIT DISTRICT CODE NUMBER (see California Public School Directory)

75499

HIGH SCHOOL ATTENDANCE AREA (HSA) OR SUPER HSA (if applicable)

PART I - Classroom Inventory ☐ NEW ☐ ADJUSTED

	K-6	7-8	9-12	Non-Severe	Severe	Total
Line 1. Leased State Relocatable Classrooms	9	4	30			43
Line 2. Portable Classrooms leased less than 5 years	11	3				14
Line 3. Interim Housing Portables leased less than 5 years	1					1
Line 4. Interim Housing Portables leased at least 5 years						
Line 5. Portable Classrooms leased at least 5 years	9	5				14
Line 6. Portable Classrooms owned by district	46	23	49			118
Line 7. Permanent Classrooms	185	68	115	14	4	386
Line 8. Total (Lines 1 through 7)	261	103	194	14	4	576

PART II - Available Classrooms

	K-6	7-8	9-12	Non-Severe	Severe	Total
a. Part I, line 4						
b. Part I, line 5	9	5				14
c. Part I, line 6	46	23	49			118
d. Part I, line 7	185	68	115	14	4	386
e. Total (a, b, c, & d)	240	96	164	14	4	518

	K-6	7-8	9-12	Non-Severe	Severe	Total
a. Part I, line 8	261	103	194	14	4	576
b. Part I, lines 1,2,5 and 6 (total only)						189
c. 25 percent of Part I, line 7 (total only)						97
d. Subtract c from b (enter 0 if negative)	37	17	38			92
e. Total (a minus d)	224	86	156	14	4	484

PART III - Determination of Existing School Building Capacity

	K-6	7-8	9-12	Non-Severe	Severe
Line 1. Classroom capacity	5,600	2,322	4,212	182	36
Line 2. SER adjustment	336				
Line 3. Operational Grants					
Line 4. Greater of line 2 or 3	336				
Line 5. Total of lines 1 and 4	5,936	2,322	4,212	182	36

I certify, as the District Representative, that the information reported on this form is true and correct and that I am designated as an authorized district representative by the governing board of the district; and, This form is an exact duplicate (verbatim) of the form provided by the Office of Public School Construction (OPSC). In the event a conflict should exist, then the language in the OPSC form will prevail.

SIGNATURE OF DISTRICT REPRESENTATIVE

DATE

SCHOOL DISTRICT: TRACY JOINT UNIFIED		DISTRICT CODE NUMBER (See California Public School Directory): 75499	
BUSINESS ADDRESS: 1875 West Lowell Avenue		HIGH SCHOOL ATTENDANCE AREA (HSA) OR SUPER HSA (if applicable):	
CITY: Tracy, California 95376		COUNTY: SAN JOAQUIN	

Part I - The following individual(s) have been designated as district representative(s) by school board minutes:

DISTRICT REPRESENTATIVE	TELEPHONE NUMBER	E-MAIL ADDRESS
Danise Wakefield	(209) 830-3245	dwakefield@tjUSD.net
DISTRICT REPRESENTATIVE	TELEPHONE NUMBER	E-MAIL ADDRESS
Anne Bell	(209) 830-3245	abell@tjUSD.net

Part II - New Construction Eligibility ☐ NEW ☒ ADJUSTED

	K-6	7-8	9-12	Non-Severe	Severe
1. Projected Enrollment (Part G, Form SAB 50-01)	13,510	4,267	8,377	493	38
2. Existing School Building Capacity (Part III, line 5 of Form SAB 50-02)	5,936	2,322	4,212	182	36
3. New Construction Baseline Eligibility (line 1 minus line 2)	7,574	1,945	4,165	311	2
4. Adjustment to the baseline eligibility.					
5. Adjusted Baseline Eligibility (line 3 plus or minus line 4)					

Part III - Modernization Eligibility ☐ NEW ☐ ADJUSTED

1. SCHOOL NAME:

Option A	K-6	7-8	9-12	Non-Severe	Severe
2. Permanent classrooms at least 25 years old					
3. Portable classrooms at least 20 years old					
4. Total (lines 2 and 3)					
5. Multiply line 4 by: 25 for K-6, 27 for 7-8 and 9-12; 13 for non-severe and 9 for severe					
6. CBEDS enrollment at school					
7. Modernization eligibility (lesser of the totals of line 5 or 6)					

Option B

2. Permanent space at least 25 years old (report by classroom or square footage)	
3. Portable space at least 20 years old (report by classroom or square footage)	
4. Total (lines 2 and 3)	
5. Remaining permanent and portable space (report by classroom or square footage)	
6. Total (lines 4 and 5)	
7. Percentage (divide line 4 by line 6)	0%

I certify, as the District Representative, that the information reported on this form is true and correct and that I am designated as an authorized district representative by the governing board of the district; and, A resolution or other appropriate documentation supporting this application under Chapter 12.5, Part 10, Division 1, commencing with Section 17070.10, et seq., of the Education Code was adopted by the School District's Governing Board on **February 23, 1999**; and, This form is an exact duplicate (verbatim) of the form provided by the Office of Public School Construction (OPSC). In the event a conflict should exist, then the language in the OPSC form will prevail.

SIGNATURE OF DISTRICT REPRESENTATIVE	DATE
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Tracy Unified School District
School Facilities Needs Analysis
K-8 Feeder Districts
April 10, 2007

Summary

The Governing Board of any school district is authorized to levy a fee, charge, dedication or other requirement against any construction within the boundaries of the district, for the purpose of funding the construction or reconstruction of school facilities. The amount of the fee, with the exceptions as stated in Sections 65995.5 and 65995.7 of Government Code, is limited to a specified amount, generally referred to as the "statutory" fee. Recent legislation also refers to the statutory fee as the Level I Fee. This fee is presently a maximum of \$2.63 per square foot of assessable area for new residential construction and a maximum of \$.42 per square foot of commercial/industrial construction. This fee is prorated for Elementary and High School Districts and per Education Code Section 17633 the amount is set by agreement between the Districts involved.

Sections 65995.5 and 65995.7 of Government Code contain provisions which allow a school district to justify greater fees which are referred to as the Level II Fee and Level III Fee, if the school district meets specified legal requirements for eligibility and adopts a School Facility Needs Analysis (Government Code 65995.6).

This study titled the School Facility Needs Analysis, finds that justification exists for levying Level II Fees and Level III Fees in the Tracy Unified School District's K-8 feeder districts: Banta, Mountain House, New Jerusalem, Holt, Jefferson and Lammersville, in the amounts determined pursuant to Sections 65995.5, 65995.6 and 65995.7. The determination of Level II and III Fees is based on the prescribed method of calculation documented in Government Code Section 65995.5 (c).

The calculation yields the representative cost per square foot for new residential construction for school facilities mitigation based on a number of factors that are documented through out this analysis. The results as calculated in accordance with the prescribed formula are noted below:

**Tracy Unified School District
K-8 Feeder Districts
Mitigation Fees (2006 \$s)**

Level II Fee per Square Foot	\$2.21
Level III Fee per Square Foot	\$4.43

Eligibility Requirements

In order to impose Level II and Level III fees, the District must have met the eligibility requirements outlined in Government Code Section 65995.5. The conditions are as follows:

1. A school district must make a timely application to the State Allocation Board for new construction funding for which it is eligible; be determined by the Board to meet the eligibility requirements for new construction funding pursuant to the State Facilities Program and obtain a letter of determination of its eligibility requirements for new construction.
2. Conduct and adopt a school facilities needs analysis.
3. Satisfy at least two of the following requirements:
 - The district is a unified or elementary school district that has a substantial enrollment of its elementary school pupils on a multi-track year-round schedule. "Substantial enrollment" means that at least 30 percent of the district pupils in kindergarten and grades 1-6 inclusive, in the high school attendance area in which all or some of the new residential units identified in the needs analysis, are planned for construction.
 - The district has placed on the ballot in the previous four years a local general obligation bond to finance school facilities and the measure received at least 50 percent plus one of the votes cast.
 - The district meets one of the following:
 - a. The district has issued debt or incurred obligations for capital outlay in an amount equivalent to 15 percent of the district's local bonding capacity, including indebtedness that is repaid from property taxes, parcel taxes, the district's general fund, special taxes levied by vote of the landowners prior to November 4, 1998, and revenues received pursuant to the Community Redevelopment Law. Indebtedness or other obligation to finance school facilities to be owned, leased, or

used by the district, that is incurred by another public agency, shall be counted for the purpose of calculating whether the district has met the debt percentage requirement contained herein; or

- b. The district has issued debt or incurred obligations for capital outlay in an amount equivalent to 30 percent of the district's local bonding capacity, including indebtedness that is repaid from property taxes, parcel taxes, the district's general fund, special taxes levied by vote of the landowners after November 4, 1998, and revenues received pursuant to the Community Redevelopment Law. Indebtedness or other obligation to finance school facilities to be owned, leased, or used by the district, that is incurred by another public agency, shall be counted for the purpose of calculating whether the district has met the debt percentage requirement contained herein.
- At least 20 percent of the teaching stations are relocatable classrooms.

Compliance with Statutory Requirements

The District satisfies all of the requirements necessary to conduct a School Facilities Needs Analysis. These requirements have been satisfied in the following manner:

- The District adopted a Resolution on February 23, 1999 electing to participate in the School Facilities Program. Eligibility was recently reestablished June 22, 2005 with the recertification of SAB Forms 50-01, 02 and 03. Filing for construction eligibility satisfies the requirement for collecting Level II and Level III fees. The District's most current eligibility has been determined on SAB Form 50-03 and included as an Appendix.
- The District has placed a general bond measure on the ballot during the past four years and received at least 50 percent plus one of the votes cast.
- The District's outstanding debt or obligations is equal to approximate 23 % of the District's local bonding capacity.
- More than 40% of the District's teaching stations are in portable/relocatable classrooms.

Calculation of the Fees

In 1998, Senate Bill 50 outlined the methodology required for use in the calculation of Level II and Level III Fees and it is defined in Section 65995.5 (c) of Government Code as follows:

1. The identified number of unhoused pupils shall be multiplied by the appropriate new construction grant amounts provided in subdivision (a) of Education Code Section 17072.10 approved by the State Allocation Board as part of the State School Facilities Program. This sum shall be added to 50% of the site acquisition and development costs determined pursuant to Government Code 65995.5(h) for the number of acres determined to be necessary as set forth by Department of Education guidelines.
2. Deduct the full amount of local funds the governing board has dedicated to facilities necessitated by new construction or the sale of surplus properties.
3. The resulting amount shall be divided by the projected total square footage of assessable space of residential units anticipated to be constructed during the next five year period.

Determination of Unhoused Students

The number of unhoused high school students is based on the District's historical student generation rates from new residential units constructed in the District's boundaries, during the previous five years for similar units expected to be constructed during the next five years. Table 1 indicates the student generation rates for Single Family Residential Units and Table 2 indicates the student generation rates for Multi-Family Residential Units. Actual student counts by subdivision are listed in the Appendix.

Table 1
Student Generation Rates For Single Family Detached
Units Constructed During Previous 5 Years

School Level	Number of Students Matched	Number SFD Units	Student Generation Rates
High School 9-12	667	2,388	0.279

Table 2
Student Generation Rates For Multi-Family Units
Constructed During the Previous 5 Years

School Level	Number of Students Matched	Number MF Units	Student Generation Rates
High School 9-12	31	215	0.14

Projected Residential Units

Table 3 indicates number of units expected to be constructed within the boundaries of the K-8 feeder Districts. The units anticipated to be constructed over the next 5 years have an existing mitigation agreement for school fees, however the fee is based on the SFNA.

Table 3
Future Units by Unit Type

Unit Type	Number of Future Units
Single Family Detached	1958
Single Family Attached	0
Multi-Family	344
Total Future Units	2,302

The projected number of unhoused students is calculated by multiplying the future units in Table 3 by the student generation rates as indicated in Tables 1 and 2. It is anticipated that there will be an increase of 596 9-12 new students from within the K-8 feeder district boundaries of TUSD as indicated in Table 4.

Table 4
Projected Unhoused Students

School Level	Projected Unhoused Students Single Family Detached	Projected Unhoused Students Multi-Family	Total Unhoused Students
High School 9-12	547	50	596

Amount of New School Construction Grants

The State School Facilities Program established the amount of new construction grants based on a statewide average actual costs high school facilities. The grant amount also includes additional amounts for mandated requirements for fire alarm systems, sprinkler systems and labor compliance program costs. The State Allocation Board adjusts the grant amount annually to reflect the increases in construction costs. New construction grants per the State School Building Program represents 50% of the cost of construction. The current amount of new construction grants are indicated in Table 5 below:

Table 5
State School Building Program
Per Student New Construction Grant Amount (2006 \$'s)

School Level	New Construction Grant Amount
High School 9-12	\$11,207

Based on the number of new students that will be generated from anticipated residential units, the following represents the total construction cost that can be mitigated with alternative fees.

Table 6
Total New School Construction Amount

School Level	Projected Number of Unhoused Students	Per Grant Amount	New Construction Amount
High School 9-12	596	\$11,207	\$6,684,923

Determination of Site Acquisitions Costs and Site Development Costs

Site acquisition costs per acre are based on the actual costs of recent school construction projects, and/or on the value of comparable properties recently sold within TUSD's boundaries. Site development costs are also based on recent costs of school construction projects as well as from estimates developed by the District's architect as projected for future construction projects. Estimates for site acquisition include the cost of environmental mitigation and estimates for site development include the cost of all required infrastructure and liquefaction remedies.

Table 7
Site Acquisition and Site Development Costs

School Level	Site Acquisition Cost per Acre	Site Development Cost per Acre
High School 9-12	\$150,000	\$300,000

School Site Acreage

Using the established guidelines published by the Department of Education for school site sizes, TUSD would need to acquire the recommended number of acres for new school sites based on the designated student capacity as indicated in the following table.

Table 8
Student Capacities and Site Acreage

School Level	Student Capacity	Site Acreage
High School 9-12	2,400	55

Based on the student capacity for future schools and the recommended site acreage, Table 9 indicates the total cost of site acquisition and site development.

Table 9
Site Acquisition and Site Development Costs of Future School Facilities

School Level	Site Acquisition Cost	Site Development Costs	Total Site Costs
High School 9-12	\$8,250,000	\$16,500,000	\$24,750,000

School Sites Needed

The number of school sites needed to house students from future residential units is indicated in Table 10. Although these figures represent only a portion of a school, ultimately an entire school will need to be completed to accommodate future students expected with the build-out of all residential property within the K-8 feeder district boundaries of TUSD in future years.

Table 10
School Sites Needed

School Level	Projected Unhoused Students	Design Capacity of Future School	Total Sites Needed
High School 9-12	596	2,400	0.25

Total Site Acquisition and Site Development Costs

Total site costs represented in Table 11 are calculated based on the number of sites needed to house students generated from future residential units.

Table 11
Total School Site Acquisition and Site Development Costs

School Level	Total Sites Needed	Site Costs	Total Site Costs
High School 9-12	0.25	\$24,750,000	\$6,151,357.88

Level II Mitigation Amounts

The final calculation of Level II fees includes the construction grant amount which represents 50% of actual construction cost. Site acquisition and site development cost amounts cannot exceed half the amount of the actual cost. Table 12 factors these cost to represent 50% of the total cost.

Table 12
Level II Site Costs

School Level	Total Site Costs	Multiplier	Level II Fee Site Costs
High School 9-12	\$6,151,357.88	50.00%	\$3,075,678.94

The total construction grant amount needs to be added to the site acquisition and development costs to reflect the total mitigation amount used to determine Level II fees that can be applied to new residential construction. This amount is represented in Table 13 below:

Table 13
Level II School Mitigation Amount

School Level	Total New Construction Grant Amount	Level II Fee Site Costs	Level II Mitigation Amount
High School 9-12	\$6,684,923	\$3,075,679	\$9,760,602

Before the final Level II Fee mitigation amount can be calculated the District must deduct for any capital funds that are available for new construction and for the proceeds from sale of any surplus property.

Determination of Existing Funds Available for New Construction

When determining the amount of funds necessary to meet the District's facilities needs the District must consider whether there are existing funds available to construct new facilities. If any funds are available they must be deducted from the facilities costs used to calculate the alternative fees.

- a. Identify and consider any surplus property owned by the District that can be used as a school site or sold to finance school construction. The District does not have surplus property that can be sold to fund new construction.
- b. Consider if projected enrollment growth can be accommodated in existing school capacity. TUSD has no available capacity to house students generated from anticipated residential units that do not have pre-existing mitigation agreement for school fees. Table 14 indicates that there is currently no existing capacity in District schools.
 - The District has capacity to house 4,212 high school students. Capacity was determined by loading District-owned classrooms according to Education Code Section 17071.10 as provided for in the OPSC eligibility determination forms. Form SAB 50-02, has been attached in the Appendix. and has been updated to include any new construction subsequent to the District's initial eligibility determination. To determine the District's capacity, standard K-6 classrooms are loaded at 25 students per classroom; standard 7-12 classrooms are loaded at 27 students per classroom and non-severe special day classrooms are loaded at 13 students per classroom.
 - Current Enrollment is based on the student count based on the California Basic Enrollment Data (CBEDS) date for the 2006/07 school year.

Table 14
Existing School Facilities Capacity and Enrollment

School Level	2005/06 Capacity	2005/06 Enrollment	Excess/(Shortage)
High School 9-12	4,212	6,013	(1,801)

c. Identify and consider other local sources of funds are available to construct or reconstruct school facilities. No other local revenues are available to TUSD for new construction.

- General Obligation Funds – The District passed a general obligation bond in June 2006, however bond funds are designated for specific projects not for the construction of new facilities to accommodate growth.
- Other Local Funds – Funds collected from existing developer agreements are earmarked for specific projects.
- Mitigation agreements – The District has mitigation agreements for some of the residential development within the District's boundaries and they are encumbered for specific projects that house growth students from these developments.

Table 15
Level II Mitigation Amount Net Local Funds Available

School Level	Level II Mitigation Amount
Level II Mitigation Amount	\$ 9,760,602
Local Funds Available	\$ 0
Total Level II Mitigation Amount	\$ 9,760,602

Determination of Total Square Footage of Residential Construction

Included in the Appendix is data collected by the District for single family homes constructed during the past 5 years. Square footage per unit averaged 2,111 square feet. Multi-family residential units have been estimated to average 800 square feet. Total residential square footage for future housing units is based upon the average square footage per unit type multiplied by the number of residential units anticipated to be constructed during the next five years. This amount is equal to 5,213,068 square feet in residential construction.

Table 16
Estimated Total Residential Square Footage for Residential Units

Unit Type	Future Units	Average Square Footage	Total Square Footage
SFD	1958	2,111	4,133,338
SFA	0	1,200	0
Multi-Family	344	800	275,200
Total			4,408,538

Level II Fees

The final calculation which establishes the amount of the Level II fees is based on the total mitigation amount indicated in Table 15 divided by the total square feet of new residential construction in Table 16.

Table 17
Amount of Level II Fees
Per Square Foot Residential Construction

	Amount
Level II Mitigation Amount	\$9,760,602
Total Square Feet	4,408,538
Level II Fee per Square Foot	\$2.21

Calculation of Level III Fees

Pursuant to Section 65995.7, Level III Fees is the maximum amount per square foot of new school facilities cost that may be imposed on new residential construction when no State School Building Program funds are available. The amount of Level III fees is calculated in Table 18.

Table 18
Amount of Level III Fee Mitigation Amount

	Amount
Level II Mitigation Amount	\$9,760,602
Unfunded 50%	\$9,760,602
Level III Mitigation Amount	\$19,521,204

Level III Fees

The final calculation which establishes the amount of the Level III fees is based on the total mitigation amount indicated in Table 18 divided by the total square feet of new residential construction in Table 16.

Table 19
Amount of Level III Fees
Per Square Foot Residential Construction

	Amount
Level III Mitigation Amount	\$19,521,204
Total Square Feet	4,408,538
Level III Fee per Square Foot	\$4.43

Appendix

Part A. Enrollment Data - (districts or county superintendent of schools)

Grade	3rd Previous 2001/02	2nd Previous 2002/03	Previous 2003/04	Current 2004/05
K	1,284	1,230	1,427	1,459
1	1,371	1,431	1,461	1,500
2	1,355	1,421	1,511	1,578
3	1,419	1,400	1,553	1,529
4	1,353	1,465	1,539	1,542
5	1,413	1,446	1,548	1,571
6	1,394	1,487	1,551	1,593
7	1,351	1,468	1,569	1,638
8	1,288	1,343	1,521	1,515
9	1,255	1,415	1,407	1,588
10	1,134	1,140	1,355	1,506
11	1,111	1,086	1,162	1,401
12	917	1,008	978	1,043
TOTAL	16,656	17,440	18,582	20,003

Part B. Pupils Attending Schools Chartered By Another District

3rd Previous	2nd Previous	Previous	Current

Part C. Continuation High School - (districts only)

Grade	3rd Previous	2nd Previous	Previous	Current
9	4	10	4	3
10	11	23	39	39
11	27	38	15	28
12	102	89	110	74

Part D. Special Day Class Pupils - (districts or county superintendent of schools)

Elementary	Non-Severe	Severe	Secondary	Non-Severe	Severe
MR	30	2	MR	11	21
HH			HH		
DEAF			DEAF		
HI			HI		
SLJ	63	2	SLJ	8	
VI		2	VI		
SED	9		SED	8	
OI	8		OI	2	
OHI	18	2	OHI	6	
SLD	104	1	SLD	109	
DB			DB		
MH			MH		
AUT	15		AUT	1	
TBI	1		TBI	1	1
TOTAL	248	9	TOTAL	146	22

Part E. Special Day Class Enrollment - (county superintendent of schools only)

3rd Previous	2nd Previous	Previous	Current

Part F. Number of New Dwelling Units

4546

Part G. District Student Yield Factor

0.952

Part H. Five Year Projected Enrollment - School Facility Program Projections - (except special day class pupils only)

K-5	7-8	9-12	TOTAL
9,088	2,912	8,576	20,576

Projections - special day class pupils only

Elementary	Non-Severe	Severe	Secondary	Non-Severe	Severe
MR	36	2	MR	15	28
HH			HH		
DEAF			DEAF		
HI			HI		
SLJ	76	2	SLJ	11	
VI		2	VI		
SED	11		SED	11	
OI	10		OI	3	
OHI	22	2	OHI	8	
SLD	125	1	SLD	144	
DB			DB		
MH			MH		
AUT	18		AUT	1	
TBI	1		TBI	1	1
TOTAL	299	9	TOTAL	194	29

Part I.

One Year Projected Enrollment - State Reallocable Program Projections - (except special day class pupils only)

K-5	7-8	9-12	TOTAL
8,622	2,543	6,271	17,436

Projections - (special day class pupils only) (includes Severe & Non-Severe)

	Elementary	Secondary		Elementary	Secondary
MR	33	35	OI	3	2
HH			OHI	21	6
DEAF			SLD	110	118
HI			DB		
SLJ	68	9	MH		
VI	2		AUT	16	1
SED	9	9	TBI	1	2
			TOTAL	268	182

I certify, as the District Representative, that the information reported on this form is true and correct and that I am designated as an authorized district representative by the governing board of the district. If the district is requesting an augmentation in the enrollment projection pursuant to Regulation Section 1859.42 (b), the local planning commission or approval authority has approved the tentative subdivision map used for augmentation of the enrollment and the district has identified dwelling units in that map to be constructed. All subdivision maps used for augmentation of enrollment are available at the district for review by the Office of Public School Construction (OPSC). This form is an exact duplicate (verbatim) of the form provided by the Office of Public School Construction. In the event a conflict should exist, then the language in the OPSC form will prevail.

SIGNATURE OF DISTRICT REPRESENTATIVE

Danise W. W. W.

DATE

5/25/05

EXISTING SCHOOL BUILDING CAPACITY

SAB 50-12 (Rev. 05/02) School (Rev. 11/21/2002)

OFFICE OF PUBLIC SCHOOL CONSTRUCTION

Page 4 of 4

SCHOOL DISTRICT

FIVE DIGIT DISTRICT CODE NUMBER (see California Public School Directory)

TRACY JOINT UNIFIED

75499

COUNTY

HIGH SCHOOL ATTENDANCE AREA (HSAA) OR SUPER HSAA (if applicable)

SAN JOAQUIN

PART I - Classroom Inventory ☐ NEW ☐ ADJUSTED

	K-6	7-8	9-12	Non-Separate	Separate	Total
Line 1. Leased State Relocatable Classrooms	9	4	30			43
Line 2. Portable Classrooms leased less than 5 years	11	3				14
Line 3. Interim Housing Portables leased less than 5 years	1					1
Line 4. Interim Housing Portables leased at least 5 years						
Line 5. Portable Classrooms leased at least 5 years	9	5				14
Line 6. Portable Classrooms owned by district	46	23	49			118
Line 7. Permanent Classrooms	185	68	115	14	4	386
Line 8. Total (Lines 1 through 7)	261	103	194	14	4	576

PART II - Available Classrooms

Option A

	K-6	7-8	9-12	Non-Separate	Separate	Total
a. Part I, line 4						
b. Part I, line 5	9	5				14
c. Part I, line 6	46	23	49			118
d. Part I, line 7	185	68	115	14	4	386
e. Total (a, b, c, & d)	240	96	164	14	4	518

Option B

	K-6	7-8	9-12	Non-Separate	Separate	Total
a. Part I, line 8	261	103	194	14	4	576
b. Part I, lines 1,2,5 and 6 (total only)						189
c. 25 percent of Part I, line 7 (total only)						97
d. Subtract c from b (enter 0 if negative)	37	17	38			92
e. Total (a minus d)	224	86	156	14	4	484

PART III - Determination of Existing School Building Capacity

	K-6	7-8	9-12	Non-Separate	Separate
Line 1. Classroom capacity	5,600	2,322	4,212	182	36
Line 2. SER adjustment	336				
Line 3. Operational Grants					
Line 4. Greater of line 2 or 3	336				
Line 5. Total of lines 1 and 4	5,936	2,322	4,212	182	36

I certify, as the District Representative, that the information reported on this form is true and correct and that I am designated as an authorized district representative by the governing board of the district; and, This form is an exact duplicate (verbatim) of the form provided by the Office of Public School Construction (OPSC). In the event a conflict should exist, then the language in the OPSC form will prevail.

SIGNATURE OF DISTRICT REPRESENTATIVE

DATE

BUSINESS ADDRESS

(HIGH SCHOOL ATTENDANCE AREA (HSAA) OR SUPER HSAA (if applicable))

1875 West Lowell Avenue

CITY

Tracy, California 95378

COUNTY

SAN JOAQUIN

Part I - The following individual(s) have been designated as district representative(s) by school board minutes:

DISTRICT REPRESENTATIVE	TELEPHONE NUMBER	E-MAIL ADDRESS
Danise Wakenfield	(209) 830-3245	dwakenfield@tUSD.net
DISTRICT REPRESENTATIVE	TELEPHONE NUMBER	E-MAIL ADDRESS
Anne Bell	(209) 830-3245	abell@tUSD.net

Part II - New Construction Eligibility ☐ NEW ☒ ADJUSTED

	K-6	7-8	9-12	Non-Severe	Severe
1. Projected Enrollment (Part G, Form SAB 50-01)	13,510	4,267	8,377	493	38
2. Existing School Building Capacity (Part III, line 5 of Form SAB 50-02)	5,936	2,322	4,212	182	36
3. New Construction Baseline Eligibility (line 1 minus line 2)	7,574	1,945	4,165	311	2
4. Adjustment to the baseline eligibility.					
5. Adjusted Baseline Eligibility (line 3 plus or minus line 4)					

Part III - Modernization Eligibility ☐ NEW ☐ ADJUSTED

1. SCHOOL NAME:

Option A	K-6	7-8	9-12	Non-Severe	Severe
2. Permanent classrooms at least 25 years old					
3. Portable classrooms at least 20 years old					
4. Total (lines 2 and 3)					
5. Multiply line 4 by: 25 for K-6, 27 for 7-8 and 9-12; 13 for non-severe and 9 for severe					
6. CBEDS enrollment at school					
7. Modernization eligibility (lesser of the totals of line 5 or 6)					

Option B

2. Permanent space at least 25 years old (report by classroom or square footage)	
3. Portable space at least 20 years old (report by classroom or square footage)	
4. Total (lines 2 and 3)	
5. Remaining permanent and portable space (report by classroom or square footage)	
6. Total (lines 4 and 5)	
7. Percentage (divide line 4 by line 6)	0%

	K-6	7-8	9-12	Non-Severe	Severe
8. CBEDS enrollment at school site					
9. Modernization eligibility (multiply line 7 by each grade group on line 8)					

I certify, as the District Representative, that the information reported on this form is true and correct and that I am designated as an authorized district representative by the governing board of the district; and, A resolution or other appropriate documentation supporting this application under Chapter 12.5, Part 10, Division 1, commencing with Section 17070.10, et seq., of the Education Code was adopted by the School District's Governing Board on February 23, 1999; and,

This form is an exact duplicate (verbatim) of the form provided by the Office of Public School Construction (OPSC). In the event a conflict should exist, then the language in the OPSC form will prevail.

SIGNATURE OF DISTRICT REPRESENTATIVE

DATE

SUBDIVISIONS	# Homes 06	2006 SGR			
		K-5	6-8	9-12	TOTAL
Foothill Ranch	81	0.1358	0.1975	0.1852	0.5185
Buena Vista	90	0.3556	0.2000	0.3000	0.8556
Foothill Vista	125	0.3920	0.2160	0.1120	0.7200
Sterling Estates	107	0.5514	0.2804	0.3832	1.2150
Sienna Park	151	0.4702	0.2119	0.2185	0.9007
Belconte South	107	0.2430	0.2243	0.2243	0.6916
Belconte North	112	0.3571	0.2411	0.3839	0.9821
Pheasant Run	109	0.4954	0.2661	0.3486	1.1101
Meadowood	158	0.3038	0.1392	0.1582	0.6013
Laurel Brook	110	0.4000	0.2364	0.4000	1.0364
Park Atherton	191	0.5183	0.1990	0.3560	1.0733
Bridle Creek	169	0.5089	0.1834	0.2663	0.9586
Woodfield	519	0.3314	0.1927	0.2948	0.8189
Muirfield 7	145	0.5103	0.2828	0.2621	1.0552
Alden Meadows	214	0.5467	0.3131	0.2757	1.1355
TOTAL	2388	0.4080	0.2256	0.2779	0.9115
Avg. Sq Ft. per Home	2111.164				
SUBDIVISIONS	# Homes 06	2006 - STUDENTS			
		K-5	6-8	9-12	TOTAL
Foothill Ranch	81	11	16	15	42
Buena Vista	90	32	18	27	77
Foothill Vista	125	49	27	14	90
Sterling Estates	107	59	30	41	130
Sienna Park	151	71	32	33	136
Belconte South	107	26	24	24	74
Belconte North	112	40	27	43	110
Pheasant Run	109	54	29	38	121
Meadowood	158	48	22	25	95
Laurel Brook	110	44	26	44	114
Park Atherton	191	99	38	68	205
Bridle Creek	169	86	31	45	162
Woodfield	519	172	100	153	425
Muirfield 7	145	74	41	38	153
Alden Meadows	214	117	67	59	243
TOTAL	2388	982	528	667	2177



BUSINESS SERVICES MEMORANDUM

To: Dr. James Franco, Superintendent
From: *cg* Dr. Casey Goodall, Assoc. Superintendent of Business Services
Date: June 1, 2007
Subject: Approve Accounts Payable Warrants (May, 2007)

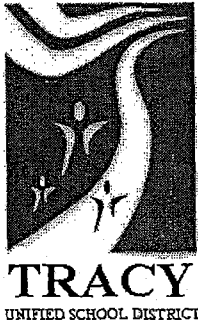
Background: Each month the Financial Services Department submits summaries of warrants issued monthly to the Board of Trustees for review.

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

Funding: N/A.

Recommendation: Approve Accounts Payable Warrants (May, 2007)

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



BUSINESS SERVICES MEMORANDUM

TO: Dr. James Franco, Superintendent

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

DATE: June 1, 2007

SUBJECT: Approve Monthly Budget Adjustment Report

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

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

FUNDING: N/A

RECOMMENDATION: Approve Monthly Budget Adjustment Report

76 Tracy Jt. Unified School Dist.

Restricted and Unrestricted

FISCAL YR: 07

FUND	APPROVED	DESCRIPTION	ADOPTED BUDGET	REVISED BUDGET	BUDGET	ADJUSTMENTS	REVISED BUDGET
OBJECT			07/24/2006	05/01/2007			05/31/2007
01		TEACHERS' SALARIES	48,825,790.00	50,339,837.25	14,097.00		50,353,934.25
1100		CERT PUPIL SUPPORT SALARIES	2,283,590.00	2,516,246.00	.00		2,516,246.00
1200		CERT SUPRVRS' & ADMINS' SAL	4,368,840.00	4,597,108.00	.00		4,597,108.00
1300		OTHER CERTIFICATED SALARIES	998,932.00	1,237,552.00	-64,071.00		1,173,481.00
1900		INSTRUCTIONAL AIDES' SALARIES	3,415,573.00	3,745,173.00	-3,302.00		3,741,871.00
2100		CLASSIFIED SUPPORT SALARIES	6,293,838.00	6,532,968.63	2,963.44		6,535,932.07
2200		CLASS SUPRVRS' & ADMINS' SAL	1,241,344.00	1,558,955.00	.00		1,558,955.00
2300		CLERICAL & OFFICE SALARIES	4,204,793.00	4,460,129.74	1,053.66		4,461,183.40
2400		OTHER CLASSIFIED SALARIES	456,527.00	515,248.00	.00		515,248.00
2900		STRS ON 1000 SALARIES	4,652,965.00	4,820,648.74	3,130.00		4,823,778.74
3101		PERS ON 1000 SALARIES	6,863.00	7,261.00	7.00		7,268.00
3102		PERS ON 2000 SALARIES	17,187.00	45,446.00	-2,222.00		43,224.00
3201		PERS ON 2000 SALARIES	1,340,731.00	1,461,322.00	121.00		1,461,443.00
3202		OASDI ON 1000 SALARIES	29,357.00	45,255.00	4.00		45,259.00
3311		OASDI ON 2000 SALARIES	843,372.00	906,811.00	28.00		906,839.00
3312		FICA-MED ON 1000 SALARIES	712,788.00	745,403.69	228.00		745,631.69
3321		FICA-MED ON 2000 SALARIES	209,238.00	226,627.40	19.00		226,646.40
3322		ALTER. RETIREMENT ON 1000 SAL	.00	9,953.00	104.00		10,037.00
3331		ALTER. RETIREMENT ON 2000 SAL	31,742.00	46,214.70	33.00		46,247.70
3332		HEALTH & WELFARE ON 1000 SAL	7,675,311.00	7,595,033.00	528.00		7,595,561.00
3411		HEALTH & WELFARE ON 2000 SAL	3,300,281.00	3,190,930.00	-20,000.00		3,170,930.00
3501		STATE UNEMPLOY ON 1000 SALARY	28,246.00	29,214.62	6.00		29,220.62
3502		WORKER'S COMP INS ON 1000 SAL	1,524,713.00	1,581,161.49	498.00		1,581,659.49
3601		WORKER'S COMP INS ON 2000 SAL	422,611.00	452,958.00	38.00		452,996.00
3602		H & W CURRENT RETIREES ON 1000	609,198.00	733,551.00	.00		733,551.00
3711		H & W CURRENT RETIREES ON 2000	381,449.00	538,972.00	.00		538,972.00
3712		PERS REDUCTION ON 1000 SALARY	7,339.00	10,552.00	.00		10,552.00
3801		PERS REDUCTION ON 2000 SALARY	438,373.00	440,867.00	.00		440,867.00
3802		TAXABLE FRINGE BEN ON 1000 SAL	6,000.00	6,000.00	.00		6,000.00
3911		TAXABLE FRINGE BEN ON 2000 SAL	4,000.00	6,480.00	.00		6,480.00
3912		BENEFIT PAYROLL ERRORS	.00	.00	.00		.00
3999		TEXTBOOKS	1,001,556.00	1,201,000.00	13,724.00		1,214,724.00
4100		BOOKS OTHER THAN TEXTBOOKS	168,862.00	561,956.00	-13,836.00		548,120.00
4200		MATERIALS & SUPPLIES	5,669,002.00	12,253,205.95	-211,339.38		12,041,866.57
4300		NON-CAPITALIZED EQUIPMENT	426,879.00	2,296,297.42	40,714.53		2,337,011.95
4400		TRAVEL & CONFERENCES	202,162.00	422,779.71	24,798.00		447,577.71
5200		DUES & MEMBERSHIPS	32,283.00	53,543.00	-3,450.00		50,093.00
5300		INSURANCE	459,109.00	499,037.00	.00		499,037.00
5400		OPERATIONS & HOUSEKEEPING SRVC	2,479,588.00	3,005,121.94	1,234.93		3,006,356.87
5500		RENTS, LEASES, REPAIRS, IMPRVMTS	717,635.00	1,082,657.44	19,400.00		1,102,057.44
5600		DIR COSTS FOR INTRPRG SERVICES	.00	.00	.00		.00
5710		DIR COSTS FOR INTERFUND SVCS	.00	.00	.00		.00
5750		OTHER SVCS & OPER EXPENDITURES	3,025,225.00	12,104.00	4,990.50		17,094.50
5800		INTERGOVERNMENTAL FEES	598,052.00	5,102,887.44	192,499.38		5,295,386.82
5900		LAND IMPROVEMENTS	36,000.00	430,079.00	-1,914.00		428,165.00
6170		BLDGS & IMPROVEMENT OF BLDGS	1,518,371.00	146,712.00	-6,601.00		140,111.00
6200		EQUIPMENT	118,000.00	1,316,905.00	98,085.00		1,414,990.00
6400		EQUIPMENT REPLACEMENT	2,500.00	532,809.00	13,857.00		546,666.00
6500				2,500.00	.00		2,500.00

FCR270
MAY 07 BUDGET ADJ REPORT

SAN JOAQUIN COUNTY OFFICE OF EDUCATION
BUDGET ADJUSTMENT REPORT
FROM DATE 05/01/2007 TO DATE 05/31/2007

#J7060

PAGE: 2
06/01/2007

75 Tracy Jt. Unified School Dist.		Restricted and Unrestricted		FISCAL YR: 07	
APPROVED		07/24/2006		BUDGET	
FUND	OBJECT	DESCRIPTION	ADOPTED BUDGET	REVISED BUDGET	ADJUSTMENTS
01	7130	STATE SPECIAL SCHOOLS	40,000.00	40,000.00	.00
	7142	TUITION, EXCESS COSTS TO COE	303,609.00	360,914.00	.00
	7280	TRANS TO CHARTERS IN LIEU PROP	977,617.00	1,270,260.00	.00
	7310	TRANSFERS OF INDIRECT COSTS	.00	.00	.00
	7360	TRANS OF INDIRECT - INTERFUND	-200,724.00	-201,511.00	-9,462.00
	7380	TRANSFERS OF DIR SUPP-INTERFUND	-59,500.00	.00	.00
	7438	DEBT SERVICE - INTEREST	17,561.00	17,561.00	.00
	7439	DEBT SERVICE - PRINCIPAL	90,777.00	132,726.00	.00
	7612	BETWEEN GEN FND & SP RSERVE FND	28,700.00	28,700.00	.00
	7613	ST SCH BLD FND OTH FND OF DIST	.00	300,000.00	.00
	7615	FROM GEN/SPC/BLDG TO DEF MAINT	561,716.00	677,116.00	100,000.00
	7619	OTHER AUTH INTRFND TRANSFRS OUT	59,292.00	78,700.00	115,400.00
TOTAL EXPENSE			112,343,102.00	130,036,554.06	311,365.06
					130,347,919.12

FCR270
MAY 07 BUDGET ADJ REPORT

SAN JOAQUIN COUNTY OFFICE OF EDUCATION
BUDGET ADJUSTMENT REPORT
FROM DATE 05/01/2007 TO DATE 05/31/2007

#J7060

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75 Tracy Jt. Unified School Dist.

Restricted and Unrestricted

FISCAL YR: 07

FUND	APPROVED OBJECT	DESCRIPTION	07/24/2006		05/01/2007		BUDGET ADJUSTMENTS		05/31/2007	
			ADOPTED BUDGET	REVISED BUDGET	ADOPTED BUDGET	REVISED BUDGET				REVISED BUDGET
01	8011	REVENUE LIMIT ST AID-CURR YEAR	65,397,936.00	63,082,874.00			.00		63,082,874.00	
	8019	REVENUE LIMIT ST AID-PRIOR YRS	.00	.00			.00		.00	
	8021	HOME OWNERS EXEMPTION	129,463.00	129,463.00			.00		129,463.00	
	8040	COUNTY & DISTRICT TAXES	19,744,207.00	22,163,041.00			.00		22,163,041.00	
	8042	UNSECURED ROLL TAXES	658,702.00	658,702.00			.00		658,702.00	
	8043	PRIOR YEARS' TAXES	59,656.00	59,656.00			.00		59,656.00	
	8044	SUPPLEMENTAL TAXES	134,169.00	134,169.00			.00		134,169.00	
	8045	ED REVENUE AUGMENT FUND (ERAF)	6,641,534.00	6,641,534.00			.00		6,641,534.00	
	8091	REVENUE LIMIT TRANSFERS	1.00	.00			.00		.00	
	8092	PERS REDUCTION TRANSFER	463,803.00	464,305.00			.00		464,305.00	
	8181	SP ED-ENTITLEMENT	2,051,302.00	2,041,314.00			.00		2,041,314.00	
	8182	SP ED-DISCRETIONARY GRANTS	265,850.00	264,527.00			.00		264,527.00	
	8290	ALL OTHER FEDERAL REVENUES	1,678,512.00	2,097,123.00			.00		2,116,656.00	
	8311	OTH ST APPORTIONMENTS-CURR YR	1,569,968.00	2,507,391.00			.00		2,507,391.00	
	8434	CLASS SIZE REDUCTION K-3	3,121,206.00	2,938,336.00			.00		2,938,336.00	
	8435	MANDATED COST REIMBURSEMENTS	.00	.00			.00		.00	
	8550	STATE LOTTERY REVENUE	.00	620,123.00			.00		620,123.00	
	8560	ALL OTHER STATE REVENUES	2,172,368.00	2,306,297.00			.00		2,306,297.00	
	8590	INTEREST	4,372,863.00	7,983,844.00			.00		7,983,844.00	
	8660	TRANSPORTATION FEES FROM INDIV	500,000.00	600,000.00			.00		600,000.00	
	8675	INTERAGENCY SVCS BETWEEN LEA'S	55,000.00	78,711.00			.00		78,711.00	
	8677	ALL OTHER LOCAL REVENUES	1,104,516.00	1,718,267.00			.00		1,643,190.00	
	8689	TRANS OF APPORTION FROM CO OFF	28,700.00	28,700.00			.00		28,700.00	
	8699	TRANS OF APPORTION FROM CO OFF	1,635,073.00	2,653,004.06			.00		2,730,870.21	
	8792	OTH AUTH INTERFUND TRANS IN	3,464,525.00	3,677,218.00			.00		3,677,218.00	
	8919	PROCEEDS FROM CAPITAL LEASES	523,000.00	402,254.00			.00		495,544.00	
	8972	CONTRIBUTE FROM UNRSTRCTD REV	.00	183,022.00			.00		183,022.00	
	8980	CNTRIBUT/TRANS FRM RSTR/UNRSTR	.00	.00			.00		.00	
	8990		.00	.00			.00		.00	
		TOTAL REVENUE	115,762,374.00	123,433,875.06			29,969.68		123,463,844.74	

FCR270
MAY 07 BUDGET ADJ REPORT

SAN JOAQUIN COUNTY OFFICE OF EDUCATION
BUDGET ADJUSTMENT REPORT
FROM DATE 05/01/2007 TO DATE 05/31/2007

#J7060

PAGE: 4
06/01/2007

75 Tracy Jt. Unified School Dist

Restricted and Unrestricted

FUND	OBJECT	DESCRIPTION	BEGINNING BALANCE	05/01/2007 REVISED BALANCE	ADJUSTMENTS	05/31/2007 REVISED BALANCE
01	9770	DESIGNATED FOR ECON UNCERTAIN	-3,328,815.00	-3,328,815.00	.00	-3,328,815.00
	9780	OTHER DESIGNATIONS	.00	.00	.00	.00
	9790	UNDESIGNATED/UNAPPROPRIATED	-9,645,799.35	376,151.65	281,395.38	657,547.00
	9791	BEGINNING BALANCE	-9,791,342.35	-9,791,342.35	.00	-9,791,342.35
	9793	AUDIT ADJUSTMENTS	.00	-192,131.81	.00	-192,131.81
	9795	OTHER RESTATEMENTS	.00	.00	.00	.00
	9798	BUDGET FUND BALANCE OFFSET	13,210,614.35	3,188,663.35	-281,395.38	2,907,267.97
	9799	K12 NET GAIN OR LOSS	.00	6,602,679.00	281,395.38	6,884,074.38



BUSINESS SERVICES MEMORANDUM

To: Dr. James Franco, Superintendent

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

Date: June 1, 2007

Subject: Approve Revolving Cash Fund Reports (May, 2007)

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

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

Funding: N/A.

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

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

Tracy Unified School District
REVOLVING CASH FUND
May 2007

Date	Num	Name	Memo	Paid Amount
5/1/2007	7982	SIX FLAGS DISCOVERY KINGDOM	TRIPS MAY 30	
			01-7090-0-1110-1000-5800-170-4104	-503.82
			TRIPS MAY 30	-8.00
TOTAL				-511.82
5/1/2007	7983	VOID	VOID PRINTER ERROR	
TOTAL				0.00
5/1/2007	7984	SMITH FAMILY FARM	ENTRY FEE FIELD TRIP 5/15 1099Y	
			01-7090-0-1110-1000-5800-170-4104	-434.00
TOTAL				-434.00
5/4/2007	7985	SIAM CAFE	DINNER PO70296 MAY 8	
			01-0000-0-0000-7110-4300-800-1101	-87.50
TOTAL				-87.50
5/8/2007	7986	CASA GRANDE	LUNCH FOR 64	
			01-6350-0-6000-1000-4300-800-2962	-965.44
TOTAL				-965.44
5/8/2007	7987	WEST VALLEY MALL	CERTIFICATES FOR 7	
			01-0000-0-0000-7400-4300-800-8001	-353.50
TOTAL				-353.50
5/9/2007	7988	CALIFORNIA STATE HISTORY MUSE...	FIELD TRIP MAY 10	
			01-7395-0-1110-1000-5800-400-3604	-651.00
TOTAL				-651.00
5/9/2007	7989	GEORGE HOPMAN	PAYROLL	
			01-5575-1110-2100-1900-806-2054	-954.12
TOTAL				-954.12
5/9/2007	7990	FAY KINSEY	PAYROLL	
			01-0000-0-1110-2490-2905-806-8101	-185.71
TOTAL				-185.71
5/9/2007	7991	CHRISTINA COLON	PAYROLL	
			01-0000-0-1110-2490-2900-409-8999	-82.48
TOTAL				-82.48

Tracy Unified School District
REVOLVING CASH FUND
May 2007

Date	Num	Name	Memo	Paid Amount
5/9/2007	7992	WEST VALLEY MALL	CERTIFICATE FOR 35 YEARS	
			01-0000-0-0000-7400-4300-800-8001	-100.50
TOTAL				-100.50
5/9/2007	7993	WEST VALLEY MALL	14 CERTIFICATES FOR 30 YEARS	
			01-0000-0-0000-7400-4300-800-8001	-707.00
TOTAL				-707.00
5/9/2007	7994	WEST VALLEY MALL	7 CERTIFICATES FOR 25 YEARS	
			01-0000-0-0000-7400-4300-800-8001	-248.50
TOTAL				-248.50
5/9/2007	7995	PARTY RENTAL WAREHOUSE	RENTAL CARPET	
			01-0000-0-0000-7400-5600-800-8001	-210.44
TOTAL				-210.44
5/14/2007	7996	GEORGE MCELROY	REIMB TRAVEL EXPENSES 4/27/07	
			01-0000-0-0000-7200-5800-800-9112	-69.96
TOTAL				-69.96
5/14/2007	7997	PREMIER COUMMUNITY CREDIT UNI...	CFS CHECK/ FOR GREAT AMERICA	
			01-7090-0-1110-1000-4300-170-4104	-544.00
TOTAL				-544.00
5/15/2007	7998	SALLY ZAVALA	PAYROLL/TIMESHEETS	
			01-7090-01110-2495-2200-100-3004	-1,000.00
TOTAL				-1,000.00
5/15/2007	7999	SALLY ZAVALA	PAYROLL/TIMESHEETS	
			01-7090-0-1110-2495-2200-100-3004	-597.21
TOTAL				-597.21
5/15/2007	8000	COSTCO	AVID STUDENT LUNCHEON/ PIZZAS	
			01-0000-0-1110-1000-4300-700-6667	-160.82
TOTAL				-160.82
5/16/2007	8001	BEST WESTERN PAVILIONS	VOID: CONF 5/18/07 BROWN, K	
TOTAL				0.00

Tracy Unified School District
REVOLVING CASH FUND
May 2007

Date	Num	Name	Memo	Paid Amount
5/16/2007	8002	BEST WESTERN PAVILIONS	CPMF 5/18/07 BROWN, K	
			01-0000-0-1110-2700-5200-600-6102	-621.00
TOTAL				-621.00
5/16/2007	8003	SKILLPATH SEMINARS	CONF 5/24, PEPPERMAN, L	
			01-7140-0-1110-1000-5200-800-2522	-149.00
TOTAL				-149.00
5/17/2007	8004	CITY OF TRACY	5/18/07 Comm Center	
			01-0000-0-0000-7180-5600-800-1021	-100.00
TOTAL				-100.00
5/22/2007	8005	WEST VALLEY MALL	GIFT CARDS FOR 5	
			01-0000-0-0000-7400-4300-800-8002	-505.00
TOTAL				-505.00
5/22/2007	8006	WEST VALLEY BOWL	BOWLING 5/30 PO70138	
			01-2430-0-3550-1000-5800-510-2201	-160.00
TOTAL				-160.00
5/22/2007	8007	NORTHERN CALIFORNIA CHAPTER	HUGHES/MAY 23/ CONF	
			01-8150-0-0000-8110-5200-800-9402	-20.00
			BENNY GARZA	-20.00
			IGNACIO RODRIGUEZ	-20.00
			ANTONIO BYGOYTIA	-20.00
			RICK FARRINGTON	-20.00
TOTAL				-100.00
5/23/2007	8008	SMITH FAMILY FARM	field trip 4/27 1099 DONE	
			01-7395-0-1110-1000-5800-400-3604	-140.00
TOTAL				-140.00
5/24/2007	8009	ALLEN FRIENSEHNER	MUSIC 1099 DONE	
			11-1100-0-4150-1000-5800-560-2852	-50.00
TOTAL				-50.00
5/25/2007	8010	CALIFORNIA HIGHWAY PATROL	FEES SILVA	
			01-7230-0-1110-3600-5800-800-9702	-57.00
TOTAL				-57.00
5/25/2007	8011	CALIFORNIA HIGHWAY PATROL	FEES FREESE	
			01-7230-0-1110-3600-5800-800-9702	-57.00
TOTAL				-57.00

Tracy Unified School District REVOLVING CASH FUND

May 2007

Date	Num	Name	Memo	Paid Amount
5/25/2007	8012	CALIFORNIA HIGHWAY PATROL	FEES SEYBOLD	
			01-7230-0-1110-3600-5800-800-9702	-57.00
TOTAL				-57.00
5/25/2007	8013	DMV	FEES FREESE	
			01-7230-0-1110-3600-5800-800-9702	-64.00
TOTAL				-64.00
5/25/2007	8014	DMV	FEES SILVA	
			01-7230-0-1110-3600-5800-800-9702	-64.00
TOTAL				-64.00
5/25/2007	8015	CALIFORNIA HIGHWAY PATROL	FEES RAMIREZ	
			01-7230-0-1110-3600-5800-800-9702	-57.00
TOTAL				-57.00
5/25/2007	8016	CALIFORNIA HIGHWAY PATROL	FEES HENDERSON	
			01-7230-0-1110-3600-5800-800-9702	-57.00
TOTAL				-57.00
5/25/2007	8017	DMV	FEES SEYHOLD	
			01-7230-0-1110-3600-5800-800-9702	-64.00
TOTAL				-64.00
5/25/2007	8018	DMV	FEES HENDERSON	
			01-7230-0-1110-3600-5800-800-9702	-64.00
TOTAL				-64.00
5/25/2007	8019	DMV	FEES RAMIREZ	
			01-7230-0-1110-3600-5800-800-9702	-64.00
TOTAL				-64.00
5/25/2007	8020	CITY OF TRACY	FIELD RENT	
			01-0017-0-8100-5900-5600-800-9622	-25.00
TOTAL				-25.00
5/29/2007	8021	GLENN WILLBANKS	NOTORY FEES	
			01-0000-0-0000-7400-5800-800-8001	-40.00
TOTAL				-40.00



BUSINESS SERVICES MEMORANDUM

To: James Franco, Superintendent

From: Casey Goodall, Associate Superintendent for Business

Date: June 1, 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: Chuck Walker Inspections
Site: Williams Middle School & Central Elementary School
Item: Agreement - Approve
Services: DSA Inspection services for the portables and fire and intrusion alarm system upgrade at each school site.
Cost: \$3,000.00 – Central; \$3,000.00 – Williams
Project Funding: Central – Deferred Maintenance/Williams Act Reimbursement and Williams – Developer and State School Building Fund (SSBF)

B. Vendor: Pacific Power & Systems
Site: Williams Middle School & Central Elementary School
Item: Agreement - Approve
Services: Contractor to install fire and intrusion alarm system upgrade throughout each school site.
Cost: \$198,400.00 – Central; \$424,000.00 – Williams
Project Funding: Central – Deferred Maintenance/Williams Act Reimbursement and Williams – Developer and State School Building Fund (SSBF)

C. Vendor: Rodgers Construction & Engineering
Site: Williams Middle School & Central Elementary School
Item: Agreement - Approve
Services: Contractor to prepare two (2) building pads at Central and one (1) building pad at Williams for the placement of portable classrooms at each site.
Cost: \$11,400.00 – Central; \$24,000.00 – Williams
Project Funding: Central – Unrestricted General Fund and Williams – Developer and SSBF

D. Vendor: A.A & M Electric, Inc.
Site: Williams Middle School & Central Elementary School
Item: Agreement - Approve
Services: Contractor to install electrical and low voltage into the portables being placed at Central and Williams.
Cost: \$62,780.00 – Central; \$37,650.00 – Williams
Project Funding: Central – Unrestricted General Fund and Williams – Developer and SSBF

E. Vendor: Rodgers Construction & Engineering
Site: Central Elementary School
Item: Agreement - Approve
Services: Contractor to transport two (2) portable classrooms from Holt School to Central.
Cost: \$15,255.00
Project Funding: Unrestricted General Fund

F. Vendor: W.C. Maloney, Inc.
Site: Central Elementary School
Item: Agreement - Approve
Services: Contractor to demolish one (1) entire portable classroom building, in preparation of delivering two (2) portable classrooms.
Cost: \$3,785.00
Project Funding: Unrestricted General Fund

G. Vendor: Leonardo Enterprise
Site: George Kelly School
Item: Notice of Completion
Services: Contractor installed irrigation service upgrade and new booster pump.
Original Contract: \$71,500.00 Change Order: \$0.00 Total Amount: \$71,500.00
Completion Date: May 25, 2007
Project Funding: Developer and SSBF

H. Vendor: Summit Roofing
Site: District Service Center – Warehouse & IMC Building
Item: Notice of Completion
Services: Contractor replaced roof on the warehouse and IMC building.
Original Contract: \$136,829.00 Change Order: \$0.00 Total Amount: \$136,829.00
Completion Date: June 1, 2007
Project Funding: Unrestricted General Fund



BUSINESS SERVICES MEMORANDUM

To: James Franco, Superintendent

From: Casey Goodall, Associate Superintendent for Business

Date: June 1, 2007

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

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

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

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

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

FUNDING: Per attached summary of requisitions.

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

Prepared by: Casey Goodall, Associate Superintendent of Business Services

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

A. Vendor: Chuck Walker Inspection Services
Site: Tracy High School – 40 Classroom Building
Item: Agreement - Approve
Services: DSA Inspection services for the new classroom building at Tracy High School.
Cost: Not to Exceed \$12,000.00/per month
Project Funding: Local Bond Funds and State School Building Fund (SSBF)

B. Vendor: Gilbert Inspection
Site: West High School – Stadium/Pool
Item: Agreement - Approve
Services: DSA Inspection services for the new stadium and pool project at West High School.
Cost: Not to Exceed \$12,000.00/per month
Project Funding: Local Bond Funds and SSBF



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: ~~Dr. James Franco~~ Dr. Sheila Harrison, Assistant Superintendent of Educational Services
DATE: May 30, 2007
SUBJECT: Approve Overnight Travel for the Tracy High School Varsity and Sophomore Football Teams to Attend Fresno State University Football Team Camp in Fresno, CA on June 16-19, 2007

BACKGROUND: Seventy players and ten coaches will attend Fresno State University Football Team Camp on June 16-19, 2007. The players will receive individual coaching from Fresno State University coaching staff. The coaches and players will be staying in the college dorms, and the Tracy High and Fresno State coaching staff will be supervising.

RATIONALE: This is an important opportunity to create team unity for the players. They will be competing against some of the best teams in California and will develop confidence and new skills for the upcoming football season. This event aligns with the Strategic Goal #2, Quality Learning Environment.

FUNDING: It will cost \$300.00 per player to attend the camp, and coaches are free. All fundraising is through Tracy High Athletics program fundraising. The total cost of the trip will be \$21,000.00 including transportation, lodging and food. Participants will be transported by charter bus.

RECOMMENDATION: Approve Overnight Travel for Tracy High School Varsity and Sophomore Football Teams to Attend Fresno State University Football Team Camp in Fresno, CA on June 16-19, 2007.

Prepared by: Pat Anastasio, Tracy High School Principal



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: ~~Dr. James Franco~~ Dr. Sheila Harrison, Assistant Superintendent of Educational Services
DATE: May 22, 2007
SUBJECT: Approve Funding for the Agriculture Incentive Grant and the Specialized Agriculture Incentive Grant for Tracy High School for 2007-2008 School Year.

BACKGROUND: The State Department of Education requires that school districts submit applications in order to receive funding for the Agricultural Incentive Grant and the Specialized Agriculture Incentive Grant, and that these applications be approved by the local school board. Such approval indicates that the Board agrees to follow all applicable regulations.

RATIONALE: The Agricultural Incentive Grant and the Specialized Agriculture Incentive Grant provides additional money for equipment, materials, and travel for students. The grant money provided to the Tracy Agriculture Department will be used for technology improvements, assist in the purchasing of materials to ensure a quality learning environment, and allowing students to attend leadership conferences from the national to the local level. By accepting these funds the district agrees to use funds to supplement the agriculture program. This meets Strategic Goal #2, quality learning environment.

FUNDING: Agriculture Incentive Grant - \$25,736. Specialized Agriculture Incentive Grant - \$10,000.

RECOMMENDATION: Approve Funding for the Agriculture Incentive Grant and the Specialized Agriculture Incentive Grant for Tracy High School for 2007 -2008 School Year.

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

**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

Tracy 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.

[Signature]
Signature of Authorized Agent

[Signature]
Signature of Agriculture Teacher
Responsible for the Program

Superintendent

Title

[Signature]
Signature of Principal

Contact Phone Number 209-831-5100 ext. 2703

Date of Approval of Local Agency Board:

6/12/2007

Funds Requested - Part I

Part II

Part III

Part IV

Part V

Total

\$5,000.00

\$2,736.00

\$0.00

\$18,000.00

\$0.00

\$25,736.00

Number of Different Agriculture Teachers at Site:

4

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

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

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	
Three Teachers or More	\$5,000	\$5,000.00

PART II - PROGRAM ENROLLMENT ALLOCATION

Total Number of Students	2006-07 R2 Number	Amount Requested
List Number from R2 Report (\$8/Member)	342	\$2,736.00

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:

4

List the Names of the Agriculture Teachers:

Kip Proctor	Nikki Maddux
Dale Backman	
Pat Rooney	

	Number Meeting Criteria	Amount Requested
Criteria 10 - Student/Teacher Ratio (\$2000/FTE)	4	\$8,000.00
Criteria 11 - Year Round Employment (\$2000/Teacher)	4	\$8,000.00
Criteria 11 - Project Supervision Period (\$2000/Teacher)	1	\$2,000.00
TOTAL FUNDS REQUESTED PART IV		\$18,000.00

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.

N/A

PART VI - FINANCIAL SCHEDULE

Part A

Line	Acct. No.	Classification	A Description of Item for which funds will be	B Incentive Grant Funds	C Matching Funds
1	4000	Books & Supplies		15,000.00	15,000.00
2			Subtotal for 4000	\$15,000.00	\$15,000.00
3	5000	Services and other Operating Expenses such as Personal Services of Consultants, Staff Travel, and Conference; Rentals, leases, and Repairs; Bus Transportation	1 Conventions and		
4			2 Meetings	2,500.00	2,500.00
5			3 Transportation	1,000.00	1,000.00
6			4 Conferences	736.00	736.00
7			5		
8			6		
8			Subtotal for 5000	\$4,236.00	\$4,236.00
9	6000	Capital Outlay includes sites and improvements of sites; buildings, and improvement of buildings, equipment; equipment; replacement	1 Power Saws, Planers	6,500.00	6,500.00
10			2 Scroll Saws		
11			3		
12			4		
13			5		
13			Subtotal for 6000	\$6,500.00	\$6,500.00
14			Total for 4000- 6000 Lines 2,8,13	\$25,736.00	\$25,736.00

TOTAL 2007-2008 Incentive Grant Allocation:

\$25,736.00

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

Line	Acct No.	Classification	A Description of Item for which funds were expended	B Incentive Grant Funds	C 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		\$0.00

TOTAL Amount of Waiver Requested:

California Department of Education
**AGRICULTURAL VOCATIONAL EDUCATION INCENTIVE GRANT
APPLICATION FOR SPECIALIZED GRANT 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

Tracy High School
(School Site)

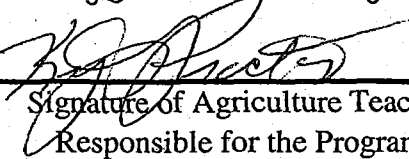
Tracy Unified School District
(District)

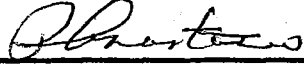
Certification: I hereby certify that all applicable state and federal rules and regulations will be observed; that to the best of my knowledge, the information contained in this application is correct and complete; and that the attached assurances are accepted as the basic conditions in the operations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


Signature of Authorized Agent

Superintendent

Title


Signature of Agriculture Teacher
Responsible for the Program


Signature of Principal

Contact Phone Number 209-831-5100 Ext. 2703

Date of Approval of Local Agency Board:

6/26/2007

CRITERIA FOR SELECTION:

- 1 Site must have matched original Agriculture Vocational Education Incentive Grant Application.
- 2 Site shall not have received Specialized Agricultural Vocational Education Incentive Grants totaling more than \$10,000 within the past three years. For example, if a site received an \$8,000 grant last year, then they are eligible for up to \$2,000 this year.
- 3 Site must be able to match the Specialized Agricultural Vocational Education Incentive Grant.
- 4 Site must show expenditures that are unique in nature. I.E. Purchasing new equipment for a computer lab, science lab, mechanics laboratory, etc.

Total Amount of Funds Requested (Maximum of \$10,000)

\$10,000.00

PART A - Please describe in detail the proposed use of funds. (Use additional pages if needed)

The money from the Specialized Grant will be divided between two teachers in our agricultural program. \$5,000.00 will go to Ms. Maddux to improve her Animal Science strand in our program. Ms. Maddux will spend her portion of the grant on the following equipment. She wishes to purchase a smart board, In Focus projector, and a laptop computer. These equipments will be used to improve her classroom presentations and to allow students access to this equipment for displaying and exhibiting their work on a more sophisticated level. Another positive for this equipment in that it is portable and can be used by others as needed. Pat Rooney teaches the Welding or Advanced Ag Mechanics strand in our program. Currently we run five periods of welding classes during the day and he teaches a night class for adults and students. This heavy usage requires continual upgrades. Pat's requests are for new plasma cutters, and MIG wire welders. Currently the shop is short in this equipment and what we have is pretty old.

PART B - How will this project improve the local program? (Use additional pages if needed)

Both pathways are very popular in our program. In order to retain students, as a department we need to keep technology and equipment current. One of the best and biggest draws to our department has been the hands on approach to learning. These purchases will keep the Welding and Animal Science pathways fresh and exciting for incoming students and in retaining our older students. With so many demands made on our students the department needs every advantage to retain students for all four years. Hopefully this strategy will make students work a little harder to continue to stay in our classes for all four years. In addition students will also have the technology and equipment to assist them with developing and improving their SAEP projects.

PART C - FINANCIAL SCHEDULE

Line	Acct. No.	Classification	A Description of Item for which funds will be	B Incentive Grant Funds	C Matching Funds
1	4000	Books & Supplies			
2			Subtotal for 4000	\$0.00	\$0.00
3	5000	Services and other Operating	1		
4		Expenses such as Personal	2		
5		Services of Consultants, Staff	3		
6		Travel, and Conference; Rentals,	4		
7		leases, and Repairs; Bus	5		
8		Transportation			
8			Subtotal for 5000	\$0.00	\$0.00
9	6000	Capital Outlay includes sites and	1 Computers/AV Equip	5,000.00	5,000.00
10		improvements of sites; buildings,	2 MIG Welders and	5,000.00	5,000.00
11		and improvement of buildings,	3 Plasma cutters		
12		equipment; equipment;	4		
13		replacement			
13			Subtotal for 6000	\$10,000.00	\$10,000.00
14			Total for 4000- 6000 Lines 2,8,13	\$10,000.00	\$10,000.00

TOTAL Specialized Vocational Agriculture Incentive Grant Funds

\$10,000.00

* Attach a detailed budget with this application.



TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: ~~Dr. James Franco~~ Dr. Sheila Harrison, Assistant Superintendent of Educational Services
DATE: May 22, 2007
SUBJECT: Approve all Out of State, Overnight, and Out of District Travel for Tracy High FFA Teachers and Students for the 2007-2008 School Year.

BACKGROUND: Students and personnel of the Tracy High Agriculture Department and FFA travel yearly to numerous functions in order to receive training and in-service in the areas of Leadership and Education. Listed and attached on separate pages are the dates and functions recommended for approval.

RATIONALE: Learning for teachers and students goes beyond the classroom, and these types of activities motivate teachers and students to stay active in the learning process. They will be planning and making decisions for the coming school year. These activities align with Strategic Goals #4, Developing the Whole Student and Goal #7, Educational Leadership.

FUNDING: Funding for the activities are District funds, Carl Perkins/VEA, Agriculture Incentive Grant, FFA Student Body Account, FFA Foundation, and students. Transportation is provided by district agriculture vehicles and district vehicles.

RECOMMENDATION: Approve all Out of State, Overnight, and Out of District Travel for Tracy High FFA Teachers and Students for the 2007-2008 School Year.

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

Tracy High School

Agriculture Department/FFA Travel Schedule

2007-2008

<u>Date</u>	<u>Function</u>	<u>Funding</u>
8/3-8/5/07 (Fri-Sun)	FFA Officer Retreat Mariposa, California (Out of District, teachers & students)	FFA
9/19/07 (Wed)	CATA Sectional Meeting (Fall) Escalon, CA (Out of District, teachers only)	Ag Dist.
9/22/07 (Sat)	Central Region FFA (SOLS) Modesto, CA (Out of District, overnight, teachers & student)	FFA
9/27/07 (Thur)	Field Trip TBA (Out of District, teachers and students)	Students
10/3/07 (Wed)	FFA Delta Cal Section Opening/Closing Angels Camp, CA (Out of District, Teachers and students)	FFA
10/6-7/07 (Sat-Sun)	Central Region COLC Denair, CA (Out of District, Teachers and students)	FFA
10/9/07 (Tue)	Greenhand Leadership Conference Lodi, CA (Out of District, Teachers and students)	FFA/District
10/17-18/07 (Wed-Thur)	Pumpkin Patch for Pre-Schoolers Ag Farm, Tracy High (Teachers and students)	FFA

<u>Date</u>	<u>Function</u>	<u>Funding</u>
10/24-30/07 (Wed-Tue)	FFA National Convention Indianapolis, Indiana AND Washington D.C. (Out of district, Overnight, teachers Students)(Out of State)	Students, District, Ag Incentive VEA
11/7/07 (Wed)	Greenhand Chapter Ceremony THS-RM 62 (Teachers, students, and parents)	FFA
11/5/07 (Mon)	Project Competition (Various Locations – Students homes) (Teachers and Students)	Students FFA
11/6/07 (Tues)	Animal Buying for Fair Location – TBA (Out of District, teachers)	Students FFA
11/10/07 (Sat)	Tracy Lions Club Crab Feed Tracy, CA (Teachers and Students)	N/C
11/13/07	CATA Training for Leadership Location – TBA (Out of district, Teachers and Students)	FFA Ag District
11/14/07 (Wed)	CATA Administrators Night Manteca, CA (Out of District, teachers and Admin.)	FFA Foundation
11/16-17/07 (Fri – Sat)	CATA Regional Meeting & Road Show Consumnes College (Out of District/overnight, teachers)	Ag Incentive
12/4/07 (Tue)	Chapter Degree Ceremony THS-Room 62 (Teachers, students and parents)	FFA
1/10/08 (Thur)	FFA Speech Contest Altaville, CA (Out of district, teachers and students)	FFA

<u>Date</u>	<u>Function</u>	<u>Funding</u>
1/11-12/08 (Sat-Sun)	Made for Excellence Leadership Seminar Modesto, Ca (Out of district, teachers and students)	FFA
1/16/07 (Wed)	State Degree Scoring Linden, CA (Our of district, teachers and students)	FFA
1/19/08 (Sat)	Small Town Genetics Sale Merced, CA (Out of District, teachers)	N/C
1/24/08 (Thur)	Delta-Cal Record Books Manteca, CA (Out of District, teachers)	FFA Ag Dist
1/26/08 (Sat)	Pork Spectacular Show Vallejo, CA or (TBA) (Out of District, teachers and students)	FFA
1/30/08 (Wed)	FFA Sectional Public Speaking & Job Interview Contest Brett Harte, CA (Out of district, teachers and students)	FFA District
2/2/08 (Sat)	FFA Crab Feed Tracy Community Center (Teachers, students and parents)	FFA Foundation FFA
2/9/08 (Sat)	Tracy Lions Cioppino Feed Tracy Portuguese Hall (Teachers, students and parents)	N/C
2/7/08 (Thur)	FFA Central Region Prof. Review Ripon, CA (Out of district, teachers and students)	FFA
2/11/08 (Mon)	FFA Speech Contest Galt, Ca (Out of district, teachers and students)	FFA

<u>Date</u>	<u>Function</u>	<u>Funding</u>
2/14/08 (Thurs)	FFA Regional Semi-Finals/Leadership Galt, CA (Out of District, teachers and students)	FFA
2/16/08 (Sat)	West Hills College Field Day Coalinga, CA (Out of district, teachers and students)	FFA Students
2/23/08 (Sat)	FFA/CATA Central Region Meeting Merced College, Merced, CA (Out of district, teachers and students)	Ag Incentive
2/23/08 (Sat)	Turlock/Pitman FFA Field Day Turlock, CA (Out of District, teaches and students)	FFA
2/28/08 (Thur)	State Proficiency application Scoring Galt, CA (Out of district, teachers and students)	FFA Ag Dist.
2/29-3/1/08 (Fri-Sat)	UC Davis Field Day and Parli-Pro Comp. Davis, CA (Out of district, teachers and students)	FFA students
3/4/08 (Tues)	Field Trip (TBA) (Out of district, teachers, and students)	Ag Incentive
3/5-8/08 (Wed-Sat)	FFA Leadership Exp. Conf Sacramento, CA (Out of district, teachers and students)	FFA Ag Incentive
3/8/08 (Sat)	Chico State Field Day Chico, CA (Out of district, teachers, and students)	FFA
3/11/08 (Tue)	FFA Sectional Parli-Pro Contest & Co-op Ripon, CA (Out of district, teachers and students)	FFA

<u>Date</u>	<u>Function</u>	<u>Funding</u>
3/13/08 (Thur)	FFA Sectional Project Competition Delta College, Stockton, CA (Out of district, teachers, and students)	FFA
3/15/08 (Sat)	Merced Field Day Merced, CA (Out of district, teachers and students)	FFA students
3/15/08 (Sat)	Great Western judging contest Tulare, CA (Out of district, teachers and students)	FFA students
3/22/08 (Sat)	Reedley Field Day Reedley, CA (Out of district, teachers, and students)	FFA
3/26-27/08 (Wed-Thur)	FFA State Degree Ceremony Stockton, CA (Out of district, teachers and students)	FFA
3/29/08 (Sat)	Farmersville Field Day Farmersville, CA (Out of district, teachers, and students)	FFA
3/29/08 (Sat)	Modesto JC Field Day Modesto, CA (Out of district, teachers and students)	FFA students
4/1-6/08 (Tue-Sun)	Junior Grand Nationals-Cow Palace San Francisco, CA (Out of district, teachers, students and parents)	FFA Ag Incentive
4/18/08 (Thurs)	FFA Central Region Parli-Pro Contest Fresno, CA or MJC, Modesto, CA (Out of district, teachers and students)	FFA
4/19/08 (Sat)	Fresno Field Day Fresno, CA (Out of district, teachers and students)	FFA

<u>Date</u>	<u>Function</u>	<u>Funding</u>
4/17-22/08 (Thur – Tues)	FFA State Leadership Conference Fresno, CA (Out of district, overnight, teachers and students)	FFA students Ag Incentive
5/2-4/08 (Fri – Sun)	FFA State Finals San Luis Obispo, CA (Out of district, overnight, teachers and students)	FFA students Ag. Inc.
5/6/08 (Tue)	Year End FFA Banquet Tracy Community Center (Teachers and students)	FFA
5/7/08 (Wed)	Sectional Officer Planning Meeting Bret Harte, CA	FFA
5/20/08 (Tue)	Field Trip/Animal Project TBA (Out of district, teachers and students)	FFA Ag Incentive
5/29/08 (Thur)	FFA Sectional Officer Elections Escalon, CA (Out of district, teachers and students)	FFA
6/14-28/08 (Sat-Sat)	San Joaquin County Fair Stockton, CA (Out of district, teachers and students)	FFA students
6/22-26/08 (Sun-Thurs)	Calif. Ag. Teachers State Conference San Luis Obispo, CA (Out of District, overnight, teachers only)	Ag Incentive District
Aug-Sept	(TBA) Calif. State Fair Sacramento, CA (Out of district, overnight, teachers and students)	FFA students

**** It is IMPORTANT to note that we will more than likely be traveling to other FFA and CATA events and activities not listed above, as there is not information available at this time.**

*****Due to the Sectional, Regional and State CATA committees, these dates may change.**



TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

To: Dr. James C. Franco, Superintendent
From: *JS* Dr. Sheila Harrison, Assistant Superintendent of Educational Services
Date: May 18, 2007
Subject: Ratify Master Contract and Individual Services Agreement with Reyn Franca School, NPS

BACKGROUND: A student with significant behavior needs had been placed at one non-public school but the child was removed from that program after several months. After contacting many other non-public schools, Reyn Franca agreed to place the child for the remainder of the 06/07 school year. An IEP was held in April to change placement to Reyn Franca a Non-Public School. Ratification of the master contract and individual services agreement is necessary at this time because services have already begun at Reyn Franca School.

RATIONALE: The child is at Reyn Franca in a structured setting with a behavioral component not available in the public setting. Districts must offer a continuum of services, including nonpublic schools, to students with exceptional needs. Less restrictive placements have not been effective in meeting their needs. This request supports Strategic Goal #2 "Create Quality Learning Environments".

FUNDING: Contract expenses for the 2006-2007 school year include 36 days with per diem costs for basic education at 136.52 for a total of \$4,914.72. Non-public tuition expenses are budgeted in account number is # 01-6500-0-5750-1180-5800-800-2542.

RECOMMENDATION: Ratify Master Contract and Individual Services Agreement with Reyn Franca School, NPS.

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

Tracy Joint Unified School District

CONTRACT YEAR -- 2006-2007

AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES MASTER CONTRACT

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

DEFINITIONS

- A.** This Master Contract is made and entered into this 9th day of May, between the district, Tracy Unified School District hereinafter referred to as the local educational agency ("LEA") and Reyn Franca School (nonpublic, nonsectarian school or agency), hereinafter referred to as NPS/A or "CONTRACTOR" for the purpose of providing special education and related services to individuals with exceptional needs (IWEN) under the authorization of Education Code (EC) Sections 56157 and 56365-56366.6
- B.** It is understood that this agreement does not commit LEA to payment for special education and related services provided to any individual unless, and until, an Individual Service Agreement (ISA) is executed between LEA and CONTRACTOR on behalf of such individual. Given the fact that it is the district's responsibility to assure that appropriate services are provided to the student, the district will either provide them, subcontract with other agencies per Section 4, or contract with respective NPS. The Director/Designee of the LEA's SPECIAL EDUCATION Unit may give interim telephone approval to the CONTRACTOR.
- C.** A current copy of CONTRACTOR's California Department of Education (CDE) Nonpublic School/Agency Certification approved by the California State Board of Education is attached hereto. In the event of a delay in certification by CDE, the CONTRACTOR shall forward, upon receipt, copies of the appropriate documentation from CDE that verifies the delay (e.g. waiver of certification, extension letters, etc.)
- D.** If a pupil is enrolled in a NPS/A with the approval of the LEA prior to a contract or ISA, the LEA shall issue a warrant for services, up to 90 days. If after 60 days the Master Contract has not been finalized, either party may appeal pursuant to EC 56366(c).
- E.** A NPS/A that proposes to initiate or expand services to pupils currently educated in the immediate prior fiscal year in a juvenile court program, community school or other non special education program, must notify the County Superintendent and the Special Education Local Plan Agency (SELPA). Notification must be no later than December 1 prior to the new fiscal year in which the proposed or expanding school intends to initiate services.
- F.** If certification expires during the contract period, CONTRACTOR must provide an updated copy. This Agreement will terminate if such certification or waiver is expired, revoked, rescinded, or otherwise nullified during the effective period of this Agreement. After termination (or during suspension), no services shall be performed where reimbursement is expected. From the initial effective date until the termination (suspension) date, the contract is in force and its terms and conditions are binding upon the parties.
- G.** Any educational funds received from an LEA for educational costs of IWENs it has placed shall be used solely for those purposes and not for the costs of a residential program.
- H.** A facility may not require, as a condition of placement that a child be identified as an IWEN.
- I.** Educational services shall occur at the school site, unless otherwise specified by the pupil's Individual Education Program/Individual Family Service Plan (IEP/IFSP).
- J.** Only those NPS/As who employ staff who hold a certificate permit or other document equivalent to that which staff in public school are required to hold in the service rendered are eligible to receive certification.
- K.** "Superintendent" as used in this agreement, shall mean State Superintendent of Schools.

CONTRACT RELATIONS AND INSURANCE PROVISION

1. MODIFICATIONS AND AMENDMENTS

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

2. RENEWAL OF CERTIFICATION

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

3. NOTICES

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

Notices/bills mailed to LEA shall be addressed to:

Attention:

Nancy E. Hopple, Director of Special Education

Name

Tracy Unified School District

LEA

1875 W. Lowell Avenue

Address

Tracy CA 95376

City State Zip

209-830-3270 209-830-3274

Phone Fax #

Notices to CONTRACTOR:

Jeff Nichols, Director

Name

Reyn Franca School

Nonpublic School/Agency

2855 Geer Rd.

Address

Turlock CA 95382

City State Zip

209-668-9361 209-466-0946

Phone Fax#

4. **DISPUTES**

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

5. **SUBCONTRACTOR AND ASSIGNMENT**

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

6. **INDEPENDENT CONTRACTOR STATUS**

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

7. **CONFLICT OF INTEREST**

- 7.1. CONTRACTOR agrees to furnish to LEA a copy of its current list of bylaws, and a current list of its Governing Board of Directors (or Trustees), if it is incorporated.
- 7.2. CONTRACTOR promises and attests that the CONTRACTOR and any member of Board of Directors (or Trustees) shall avoid any relationship with LEA that constitutes or potentially constitutes a conflict of interest including, but not limited to, employment with LEA.
- 7.3. No employee, staff member, volunteer, officer, agent, consultant or member of the Board of Directors of CONTRACTOR and no employee, staff member, volunteer, officer, agent, consultant, or member of the Board of Directors of any of the CONTRACTORS' related entities shall serve as a surrogate parent for a student receiving educational services at CONTRACTOR'S NPS.

8. TERMINATION

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

9. INSPECTION AND AUDIT

- 9.1. CONTRACTOR shall provide reasonable access to, or forward copies of, any books, documents, papers, reports, records or other matter relating to the contract upon reasonable request by LEA except as otherwise provided by law.
- 9.2. All budgetary information and projections submitted by CONTRACTOR to LEA for purpose of contract negotiations shall be made available for the relevant contract period being audited to assess the extent to which funds were expended consistent with said budgetary information.
- 9.3. Fiscal records are maintained by CONTRACTOR for five (5) years and are available for audit.
- 9.4. Commencing July 1, 2006 the NPS shall submit the following to the CONTRACTOR: 1) separate financial records for each entity a NPS/A operates with each entity identified separately from any licensed children's institutions (LCI) it operates, and 2) an annual budget for each entity demonstrating that rates are reasonable to support the operation shall be submitted by June 1st of each contract year. An entity wide annual audit shall be submitted that clearly documents the amount of monies received and expended on the education program provided by the NPS shall be submitted no later than 7 months following completion of the fiscal year. Relationship between various entities operated by the same entity shall be documented.

10. INDEMNIFICATION

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

11. INSURANCE

- 11.1. During the entire term of this contract and any extension or modification thereof, CONTRACTOR shall keep in effect a policy or policies of general liability insurance, including coverage of owned and non-owned vehicles used in relation to the performance of service(s) by CONTRACTOR, of at least \$3,000,000 combined single limit for all damages arising from each accident or occurrence and \$3,000,000 combined single limit for all damages arising out of injury to or destruction of property for each accident or occurrence.
- 11.2. No later than the effective date of this contract, CONTRACTOR's insurer shall provide LEA with satisfactory evidence of the insurance required by this section. CONTRACTOR will send written notice of cancellation to the LEA at least thirty (30) days before cancellation of/or material change to the coverage specified in 11.1 above.
- 11.3. CONTRACTOR shall, at its own cost and expense, procure and maintain insurance under the Worker's Compensation law. Failure to maintain the above mentioned insurance coverage shall be cause for termination of this contract.
- 11.4. CONTRACTOR recognizes that the LEA's insurance requirement may be revised in terms of limits and/or coverage. If LEA determines that additional coverage is necessary, LEA will reopen negotiations to discuss the cost of this additional coverage.
- 11.5. LEA shall be named as an additional insured for all liability arising out of operations by or on behalf of the CONTRACTOR hereunder. CONTRACTOR's insurance provided herein shall be primary and no insurance held or owned by the LEA shall be called upon to contribute to a loss.

12. FREE AND APPROPRIATE PUBLIC EDUCATION (FAPE)

- 12.1. In addition to the certification requirements set forth in Sections 56366 and 56366.1, a NPS/A that provides special education and related services to an IWEN shall certify in writing to the superintendent that it meets all of the following requirements:
 - 12.1.1 It will not accept a pupil with exceptional needs if it cannot provide or ensure the provision of the services outlined in the pupil's IEP.
 - 12.1.2 Pupils have access to the following educational materials, services, and programs to the extent available at the LEA in which the NPS/A is located.
 - 12.1.2.1 Standards-based, core curriculum and the same instructional materials used by the LEA in which the NPS/A is located.
 - 12.1.2.2 College preparation courses.
 - 12.1.2.3 Extracurricular activities, such as art, sports, music, and academic clubs.
 - 12.1.2.4 Career preparation and vocational training, consistent with transition plans pursuant to state and federal law.
 - 12.1.2.5 Supplemental assistance, including individual academic tutoring, psychological counseling, and career and college counseling.

12.1.3 The teachers and staff provide academic instruction and support services to pupils with the goal of integrating pupils into the least restrictive environment pursuant to federal law.

12.1.4 The school has and abides by a written policy for pupil discipline which is consistent with state and federal law and regulations.

12.2. CONTRACTOR shall make no charge of any kind to parents for educational activities and related services specified on the pupil's IEP. This includes screening or interviews which occur prior to or as a condition of a pupil's enrollment under the terms of the contract, except as specified in writing in a due process procedure that is signed by all relevant parties and attached to the relevant pupil's ISA, or for voluntary extracurricular activities conducted subsequent to written notification to parents as to the cost and the voluntary and extracurricular nature of the activity.

12.3. Unless the extra curricular activities take place during a school vacation or holiday, pupils not participating shall continue to receive special education and related services as set forth in their IEP.

12.4. CONTRACTOR shall provide special education and/or related services to LEA students within the NPS/A which are consistent with the students' IEPs and as specified in the students' ISAs. CONTRACTOR shall be responsible for the provision of all appropriate supplies, equipment, or facilities for a pupil as required in his or her IEP. The responsible agency for specialized equipment shall be designated on the IEP.

13. DEFINITION OF PARENT

13.1. For the purpose of the contract, a parent is the natural parent, adoptive parent, legal guardian or surrogate parent who is appointed by the District (LEA) in compliance with EC 56050 or as otherwise provided by law.

13.2. CONTRACTOR acknowledges and agrees that under legally defined circumstances, the LEA is the entity that has the authority to appoint a surrogate parent for students under its jurisdiction and receiving educational services at CONTRACTOR'S NPS.

13.3. In addition, CONTRACTOR acknowledges and agrees that only a parent who holds educational rights for his/her child may designate another adult individual to represent the interests of his/her child for educational and related services.

14. DEFINITION OF DAY

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

15. QUALIFIED PERSONNEL AND CLASS SIZE

15.1. CONTRACTOR shall provide appropriately credentialed teachers and substitute teachers, licensed personnel and class size consistent with the California laws and regulations and published LEA requirements existing at the time of CONTRACTOR's execution of this contract. This is in effect unless the CDE has granted a written waiver with respect to state laws, regulations or the LEA with respect to its requirements.

15.1.1. CONTRACTOR, pursuant to Title V § 3064, shall deliver instruction by utilizing personnel who possess a credential authorizing the holder to deliver special education instruction according to the age range and disabling conditions of the students.

15.1.2. CONTRACTOR shall insure that the ratio of credentialed teachers to students is no greater than 1:12. CONTRACTOR is to include auxiliary personnel as needed to ensure a ratio of no less than 1 adult to 6 students.

15.1.3. CONTRACTOR shall ensure that staff providing behavior intervention implementation services are qualified and that pupils are receiving the specific level of supervision required by the pupil's IEP. (Title V, Regulation 3001(e))

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

16. SCHOOL CALENDAR

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

17. ATTENDANCE ACCOUNTING/REPORTING

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

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

18. INSTRUCTIONAL MINUTES

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

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

19. INDIVIDUALIZED EDUCATION PLAN (IEP)

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

20. INSTRUCTION/CURRICULUM

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

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

21. NUTRITION

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

22. DISCIPLINE

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

23. MONITORING

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

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

24. PARENT ACCESS/RIGHTS

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

25. VACATION/HOLIDAYS

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

26. GRADUATION/DIPLOMAS/TRANSCRIPTS/CERTIFICATE OF COMPLETION

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

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

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

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

27. ASSESSMENTS/GRADING POLICIES/TRANSITION

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

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

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

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

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

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

28. PROGRESS REPORTING & ACCOUNTABILITY

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

29. ACCIDENT/INCIDENT REPORTING

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

30. HEALTH AND SAFETY

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

31. EMERGENCY PRECAUTIONS

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

32. SEXUAL HARRASSMENT

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

33. APPROPRIATE THERAPY SPACE

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

34. ADMINISTRATIVE DUTIES AND SUPERVISION OF STAFF

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

35. BEHAVIOR MANAGEMENT

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

36. STUDENT RETURN TO DISTRICT

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

37. SCHOOL CLOSURE

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

38. OTHER PROVISIONS

38.1. Any structural modifications that are required in compliance with prevailing legal mandates shall not be the responsibility of the LEA.
38.2. CONTRACTOR assures LEA that it does not discriminate on the basis of race, religion, sex, national origin, age, sexual orientation or disability in employment or operation of its programs.

39. INDIVIDUAL SERVICE AGREEMENTS

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

40. PAYMENT PROVISION

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

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

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

41. **RIGHT TO WITHHOLD**

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

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

42. AUDIT EXCEPTIONS

- 42.1. CONTRACTOR agrees to accept responsibility for receiving, replying to, and/or complying with any audit exceptions by appropriate LEA personnel or State or Federal audit agencies occurring as a result of the CONTRACTOR's performance of this contract.
- 42.2. CONTRACTOR also agrees to pay to LEA within forty-five (45) days of demand by LEA the full amount resulting from any audit exceptions to the extent they are attributable to CONTRACTOR's failure to perform properly any of its obligations under this contract unless LEA agrees to different terms in writing.
- 42.3. Any and all audit exceptions must be specified in complete detail before any demand by LEA for any amount set forth therein.
- 42.4. Within three (3) business days, CONTRACTOR shall notify the LEA in writing when CONTRACTOR is unable to provide services to meet the requirements of this contract.

43. MAINTENANCE OF RECORDS

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

44. TERM OF CONTRACT

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

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

44.6. This contract is effective on 5/9/06 and terminates at 5:00 p.m. on 6/30/07 unless sooner terminated as provided herein.

RATE SCHEDULE

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

<u>➤ BASIC EDUCATION PROGRAM</u>	<u>RATE</u>	<u>PERIOD</u>
<u>➤ As set forth in the IEP for each student</u>	<u>\$136.52</u>	<u>36 days</u>

RELATED SERVICES/DESIGNATED INSTRUCTIONAL SERVICES (DIS)

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

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

NOTES:

CONTRACTOR

Nonpublic School/Agency

Contracting Officer's Date
Signature

Name and Title (type) Date

Tax I.D. # _____

LEA

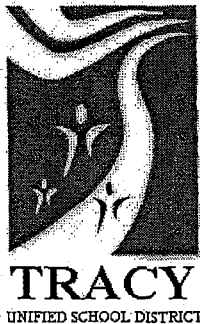
Nancy E. Hopple 5/21/07
Nancy E. Hopple, Director of Special Education

Deputy Superintendent's Signature Date
Educational Services

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

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EDUCATIONAL SERVICES MEMORANDUM

To: James C. Franco, Ed.D. Superintendent
From: *SH* Sheila Harrison, Ed.D. Assistant Superintendent of Educational Services
Date: May 30, 2007
Subject: Ratify Master Contract with Excelsior Youth Centers, Inc.

BACKGROUND: Recently a student with significant mental health needs moved to the Tracy Unified attendance area. The IEP team attempted placement in the least restrictive environment with little success. After several IEP meetings, it was determined that because of the child's severe mental health needs as well the child's age, that immediate residential treatment was necessary. The most appropriate residential facility was available only out-of-state. Ratification of the master contract is necessary because the IEP team has already determined that this placement is vital to the continued safety and development of this student.

RATIONALE: Districts must offer a continuum of services, including nonpublic schools, to students with exceptional needs. In the case of residential placements, county mental health pays the residential and mental health costs, while districts pay the educational costs. Less restrictive placements have not been effective in meeting this student's needs. This request supports Strategic Goal #2, "Create Quality Learning Environments."

FUNDING: Contract expenses for the of the 2006-2007 school year include April 3-June 30 a total of 62 days. Per Diem costs for education are \$71.03 or a total of \$4403.86 as well as a one-time transportation cost of \$3018.48. Nonpublic tuition expenses are budgeted in account #01-6500-0-5750-1110-5800-800-2542.

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

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

TRACY JOINT UNIFIED SCHOOL DISTRICT
CONTRACT YEAR 2006 - 2007

AGREEMENT FOR NONPUBLIC SCHOOL SERVICES
MASTER CONTRACT AND INDIVIDUAL SERVICES AGREEMENT

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

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

CONTRACT RELATIONS AND INSURANCE PROVISION

1. MODIFICATIONS AND AMENDMENTS

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

2. NOTICES

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

Notices mailed to LEA shall be addressed to:

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

Notices to CONTRACTOR shall be addressed to:

Nicole Felder
15001 E. Oxford Ave
Aurora, CO 80014
(303) 693-1550
(303) 693-8309

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

3. DISPUTES

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

4. SUBCONTRACT AND ASSIGNMENT

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

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

5. INDEPENDENT CONTRACTOR STATUS

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

6. CONFLICTS OF INTEREST

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

7. TERMINATION

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

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

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

8. INSPECTION AND AUDIT

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

9. INDEMNIFICATION

CONTRACTOR shall defend, indemnify and hold LEA and its officers, agents, and employees harmless against any and all liability, loss, claims, damages including, but not limited to, bodily injury or death, property damage and costs including, but not limited to reasonable attorney's fees arising from Contractor's negligent acts, omissions or intentional misconduct in the course of performing its services hereunder. LEA shall defend, indemnify and hold Contractor, its Officers, Directors, employees, contractors, affiliates and representatives harmless from and against any and all liability, loss, claims, damages including, but not limited to, bodily injury or death, property damage and costs including, but not limited to reasonable attorney's fees arising from LEA's negligent acts, omissions or intentional misconduct in relation to any of its obligations or duties hereunder.

10. INSURANCE

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

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

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

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

GENERAL PROVISIONS

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

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

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

14. LEA shall provide CONTRACTOR with a copy of each pupil's Individualized Education Program. CONTRACTOR shall provide pupils a program of educational instruction and services within the nonpublic school, or nonpublic agency, which is consistent with each pupil's Individualized Education Program.
15. CONTRACTOR shall abide by established LEA policies on corporal punishment, pupil transfer, suspensions and expulsions, positive behavioral interventions. The LEA, Special Education Unit, shall be notified when any change in placement is being considered.
16. Original attendance forms submitted to the LEA with invoices for payment must be completed by the service provider whose signature must appear on said form(s). CONTRACTOR is responsible for verifying accuracy of said attendance forms and for informing service providers of their personal responsibility for the completion and accuracy of said forms. CONTRACTOR shall permit LEA representatives, upon reasonable notice, to meet with staff of CONTRACTOR for the purpose of discussing attendance reporting.
17. CONTRACTOR shall allow periodic monitoring of each pupil's instructional program by LEA and shall be invited to participate in the review of the pupil's progress by the LEA. Representatives of LEA shall have reasonable access to observe each pupil at work, observe the instructional setting, interview CONTRACTOR and review each pupil's progress, including the behavioral intervention plan, if any. CONTRACTOR agrees that LEA representatives may make unannounced monitoring visits.
18. CONTRACTOR shall provide for reasonable parental visits to all of the school facilities including, but not limited to, the instructional setting attended by pupil's school and recreational activity areas, and pupil's living quarters. CONTRACTOR shall ensure that parental visits are in agreement with court order, if any.
19. Within 30 days after CONTRACTOR becomes aware of pupil's change of residence, CONTRACTOR shall notify LEA of said change of residence. CONTRACTOR shall notify parents in writing of their obligation to notify CONTRACTOR of changes of pupil's residence.

If CONTRACTOR neglects to follow these procedures, costs for services delivered after CONTRACTOR becomes aware of a pupil's change of residence to another district will not be the responsibility of the LEA.
20. CONTRACTOR shall immediately report by telephone to LEA, Special Education Unit, if a pupil is removed from Nonpublic agency services by the parent. CONTRACTOR shall confirm such telephone call in writing.
21. CONTRACTOR agrees to complete a written accident report and forward it to the LEA, Special Education Unit, when a student has suffered an injury that requires medical attention.
22. CONTRACTOR agrees to submit an incident report to the LEA, Special Education Unit when it becomes aware of circumstances that require notification be made to other agencies. These circumstances may include, but are not limited to, allegations of molestation, child abuse, injuries resulting from physical restraint, and Behavioral Emergency Reports.
23. Annual progress reports shall be sent by CONTRACTOR to LEA. An updated report shall be submitted if there is no current progress report when pupils are scheduled for a review by the LEA's Individualized Education Program team or when a pupil's enrollment is terminated.
24. CONTRACTOR agrees, in the event of agency closure, to forward pupil records to LEA. These shall include, but need not be limited to, current transcript, IEPs and results of proficiency testing.
25. Any structural modifications required in compliance with prevailing legal mandates shall not be the responsibility of the LEA.

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

PAYMENT PROVISION

28. RATE SCHEDULE

Education service(s) offered by CONTRACTOR, and the charges for such service(s) during the term of this contract, shall be as follows: **Daily rate of \$71.03 not to exceed 62 days, through June 30, 2007. Included is a one time transportation cost payable to Excelsior Youth Services of \$3018.48**

29. PAYMENT DEMAND

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

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

30. RIGHT TO WITHHOLD

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

31. AUDIT EXCEPTIONS

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

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

OTHER PROVISIONS

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

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

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

LEA

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

James C. Franco Ed.D. Date
Superintendent

CONTRACTOR

Name _____

Position

Nicole Felder
15001 E. Oxford Ave
Aurora, CO 80014
(303) 693-1550
(303) 693-8309



TRACY
UNIFIED SCHOOL DISTRICT

HUMAN RESOURCES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: James Mousalimas, Assistant Superintendent of Human Resources *Jm*
DATE: June 4, 2007
SUBJECT: Approve Classified, Certificated, and/or Management Employment

BACKGROUND:

Baker, James R.

Bassett, Maria A.

Diaz, Alex R.

Philipps, Julie L.

Silva, Doug E.

BACKGROUND:

Hall, Paul E.

CERTIFICATED

Math (Replacement)
Williams Middle School
Class III, Step 4 \$45,153
Funding: General Fund

Math (Replacement)
Tracy High School
Class VI, Step 13 \$65,782
Funding: General Fund

Chemistry (Replacement)
Tracy High School
Class V, Step 7 \$53,376
Funding: General Fund

Math (Replacement)
Williams Middle School
Class IV, Step 15 \$59,366
Funding: General Fund

English (Replacement)
Willow Day School
Class III, Step 4 \$45,153
Funding: General Fund

MANAGEMENT

Director of Student Services/Curriculum
District Education Center/Student Services
Range 47, Step E \$103,806
Funding: General Fund

BACKGROUND:

Gutierrez, Elizabeth

Galindo, Mirna

Hernandez, Maritza

Herrera, Silvia

Maestas, Sally

Rios, Maria

Seybold, Douglas

CLASSIFIED

Custodian I (Replacement)

Poet Christian School

8 hours per day

Range 31, Step E – \$17.01 per hour + ND

Funding: General Fund

Custodian I (Replacement)

West High School

8 hours per day

Range 31, Step C - \$15.50 per hour + ND

Funding: General Fund

School Supervision Assistant (Replacement)

Hirsch Elementary School

2 hours per day

Range 21, Step C - \$12.28 per hour

Funding: General Fund

Special Ed Para Ed I (Replacement)

McKinley Elementary School

4.25 hours per day

Range 24, Step C - \$13.17 per hour

Funding: Special Education

Clerk Typist I (Replacement)

Williams Middle School

8 hours per day

Range 23, Step E - \$14.12 per hour

Funding: General Fund 81%; EIA 6%; and
School & Library Grant 13%

Custodian I (Replacement)

Monte Vista Middle School

8 hours per day

Range 31, Step E - \$17.01 per hour + ND

Funding: General Fund

Bus Driver/Custodian/Groundskeeper (New)

Transportation

8 hours per day

Range 36, Step A - \$15.85 per hour

Funding: Transportation-Home to School –
56%; Ongoing & Major Maintenance- 22%;
General Fund-22%

Stewart, Amanda

Bus Driver/Custodian/Groundskeeper (New)
Transportation
8 hours per day
Range 36, Step A - \$15.85 per hour
Funding: Transportation Special Ed -56%;
General Fund-22%; Ongoing & Major
Maintenance-22%

Tamayo, Astrid

Custodian I (Replacement)
Tracy High School
8 hours per day
Range 31, Step E - \$17.01 per hour + ND
Funding: General Fund

Trejo, Gricelda

Custodian I (Replacement)
IGCG/Adult Ed
8 hours per day
Range 31, Step C - \$15.50 per hour + ND
Funding: General Fund – 50%; Adult
Education – 50%

Zapien, Vicky

Bus Driver (Replacement)
Transportation
8 hours per day
Range 36, Step E - \$19.12 per hour
Funding: Transportation-Special Ed

BACKGROUND

Brown, David

COACHES

Assistant Varsity Football Coach
(Replacement)
West High School
Stipend: \$4,048.00

Campos, Michael

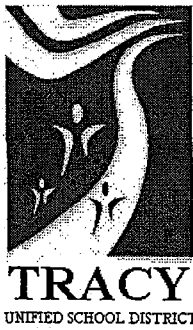
Pep Squad Advisor (Replacement)
West High School
Two separate stipends for this position
Fall: \$2,336.00
Winter: \$2,336.00

Troutman, Shannon

Sophomore Volleyball Coach
(Replacement)
West High School
Stipend: \$3,736.00

RECOMMENDATION: Approve Classified, Certificated and/or Management Employment

Prepared by: James Mousalimas, Assistant Superintendent of Human Resources



HUMAN RESOURCES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: James Mousalimas, Assistant Superintendent of Human Resources
DATE: June 4, 2007
SUBJECT: Accept the Resignations/Retirements/Leaves of Absence for Classified, Certificated, and/or Management Employment

BACKGROUND:

CERTIFICATED RESIGNATION

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
Ackerman, Robert 6 th Core Science	Monte Vista	June 1, 2007	Accepted Another Position
Angelo, Sheila Social Science	West High	June 1, 2007	Relocating
Johnson, Leiha Science	IGCG	June 1, 2007	Relocating
Jones, Elisha Social Science	West High	June 1, 2007	Relocating
Macias, Marisa Kindergarten	North	June 26, 2007	Accepted Another Position
Sims, Brandon 7 th Grade Science	Monte Vista	June 1, 2007	Relocating
Yorgason, Douglass Biology	West High	June 1, 2007	Relocating

CERTIFICATED RETIREMENT

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>
Auchard, Dave 5 th Grade	Hirsch	June 1, 2007
Proctor, Earl Ag Science	Tracy High	June 30, 2007

CLASSIFIED RESIGNATIONS

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>
Cedeno, Teri Clerk Typist I	Monte Vista	05/25/2007
Ohm, Delores Facilities Technician	Facilities	05/29/2007
Yates, Heather Special Ed Para Ed I	Jacobson	06/01/2007
Zapien, Vicky Bus Driver	Transportation	08/09/2007

CLASSIFIED RETIREMENTS

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>
Isolde, Irene Bus Driver	Transportation	06/26/2007
Weeks, Paula Director of Food Services	DEC	06/30/2007

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

Prepared by: James Mousalimas, Assistant Superintendent of Human Resources



BUSINESS SERVICES MEMORANDUM

To: Jim Franco, Superintendent
From: C. Goodall, Assistant Superintendent for Business
Date: May 25, 2007
SUBJECT: Approve the 2007-08 Annual School District Budget

BACKGROUND: Education Code Section 42127 requires that:

42127. (a) *On or before July 1 of each year, the governing board of each school district shall accomplish the following:*

- (1) *Hold a public hearing on the budget to be adopted for the subsequent fiscal year. The agenda for that hearing shall be posted at least 72 hours prior to the public hearing and shall include the location where the budget will be available for public inspection.*
- (2) *Adopt a budget. Not later than five days after that adoption or by July 1, whichever occurs first, the governing board shall file that budget with the county superintendent of schools. That budget, and supporting data, shall be maintained and made available for public review....*

(c) *The county superintendent of schools shall do all of the following: Examine the adopted budget to determine whether it complies with the standards and criteria adopted by the State Board of Education pursuant to Section 33127 for application to final local educational agency budgets. The superintendent shall identify, if necessary, any technical corrections that must be made to bring the budget into compliance with those standards and criteria. (2) Determine whether the adopted budget will allow the district to meet its financial obligations during the fiscal year and is consistent with a financial plan that will enable the district to satisfy its multiyear financial commitments.*

- (3) (e) *On or before September 8, the governing board of the school district shall revise the adopted budget to reflect changes in projected income or expenditures subsequent to July 1, and to include any*

response to the recommendations of the county superintendent of schools, shall adopt the revised budget, and shall file the revised budget with the county superintendent of schools. Prior to revising the budget, the governing board shall hold a public hearing regarding the proposed revisions, to be conducted in accordance with Section 42103. The revised budget, and supporting data, shall be maintained and made available for public review.

District Policy 3100, Budget, states that the Governing Board accepts responsibility for adopting a sound budget for each fiscal year which is aligned with the district's vision, goals, and priorities. The district goals delineated in the following attachment have guided budget decisions during the 2006-07 school year and will be modified during the next several months to guide 2007-08 budget decisions.

An extensive set of budget assumptions has guided development of the proposed budget. These assumptions are provided by separate cover as a rough copy version of a budget development booklet. This booklet will be updated and completed after adoption of the state budget, and will be presented to the Board in the fall.

RATIONALE: The proposed budget complies with the standards and criteria adopted by the State Board of Education pursuant to Section 33127 for application to final local educational agency budgets. The proposed budget will allow the district to meet its financial obligations during the fiscal year and is consistent with a financial plan that will enable the district to satisfy its multiyear financial commitments.

FUNDING: The proposed budget will allow the district to meet its financial obligations during the fiscal year and is consistent with a financial plan that will enable the district to satisfy its multiyear financial commitments.

RECOMMENDATION: Approve 2007-08 Annual School District Budget

Prepared by: Casey Goodall, Assistant Superintendent for Business Services

The following goals guided budget decisions during the 2006-07 school year and will be modified during the next several months to guide 2007-08 budget decisions:

Goal Key Performance Measure

1. Provide a relevant and meaningful curriculum.
2. Create a quality and effective learning environment for all students.
3. Technology as a tool for success.

- 5% increase in number of students meeting grade level standards.
 - i. By June of 2007, 26% or more of all¹ students will demonstrate grade level/subject matter² proficiency as measured by appropriate³ state tests⁴. Schools that exceed 26% will demonstrate a growth of five percentage points annually.
- 30% increase in staff effectively using DataWise.
- 50% of sites effectively using Data Teams.
- Meet or exceed District API Score of 714.
- Close achievement gap (5 – 10% decrease in gap).
- 100%⁵ of students⁶ will meet or exceed graduation requirements by completing one of the four following programs:
 - i. Standard High School Diploma
 1. Pass CAHSEE
 2. Pass Algebra/IMP
 3. Complete Subject Matter Requirements
 - ii. Certificate of completion
 1. Complete program as defined by IEP.
 - iii. General Education Designated Certificate
 - iv. California High School Proficiency Exam
- 5% increase in students passing the CAHSEE in 10th grade. (difference between the current pass rate and 100%).
- 100% of students will pass the CAHSEE by the end of 12th grade.
- 5% increase in students scoring proficient and advanced in 8th & 9th grade algebra.

¹ Overall school scores and scores of sub-groups as defined by the state.

² Those core academic areas are English, Language-Arts, and math for grades K-12, and social studies and science for those grades assessed by the state.

³ California Standards Tests, CAHSEE, and CAPA

⁴ Grades K, 1, and 12 student proficiency measured by district assessments

⁵ Establish baseline data and achieve a five percentage point increase each year by grade level.

⁶ The population to be measured is defined as students enrolled in 9th grade in September, plus students who move into the system on track for graduation.

100% = 9th grade enrollment + transfers in who are on-track for graduation – transfers out

- 10% increase in students eating breakfast at High School level, 5% Elementary
4. Develop responsible individuals
 - 98% student attendance
 - 100% of parents, staff, and students who sell food will comply with Wellness Policy
 5. Continuously improve fiscal, human resources, facilities, and operations processes to achieve district goals.
 - Reduction in safety incidents.⁷
 - Bond projects – key performance indicators to be determined.⁸
 - 98% of heating and ventilation (AC) operating effectively.⁹
 - 24 hour repair time for any HVAC equipment that is down.¹⁰
 - 90% satisfaction rate regarding printing and copying.¹¹
 - Increased satisfaction of administration concerning classified hiring process.¹²
 - Budget: 100% of expenditures can be tracked to type of work.¹³

⁷ During the May 24th Management Team meeting, administrators listened to a presentation about district safety. We determined that our goal “Reduction of ___% of safety incidents” should be refined for next year. Safety incidents can be broken into different categories: employee injuries, student injuries, unsafe practices, and training. The presentation focused only on employee injuries, but data is also available on student injuries. We could also collect data on the other areas as well. The first step in reaching this goal is to pair schools up and schedule safety training for Mini-Mondays. The training should focus on strains, slip/falls, struck by (which are the key areas we identified for improvement). Principals will select potential dates for the training to occur. The Keenan & Associates representative will make the presentations if possible. We will also distribute the awareness/training packets he described. Bob, Casey, and Sheila will coordinate the training dates.

⁸ Each of the bond projects has been assigned a schedule, a budget, and a scope of work. These plans will be monitored until the projects are complete.

⁹ The percentage of HVAC units was tracked during the 2006-07 school year. The goal of 98% was consistently achieved.

¹⁰ The turn-around time for repairs of HVAC units was tracked during the 2006-07 school year. The goal of a 24 hour turn-around time was not met.

¹¹ Two surveys were completed during the 2006-07 school year. This goal has been achieved.

¹² Baseline data has been collected during the 2007-08 and will be developed into a Plan, Do, Study, Act cycle.

¹³ The function code of the 26 character account code represents a general operational area in a school district's activities. The function describes the activities or services performed in order to accomplish a set of objectives or goals. These codes include 1000-1999 for instruction, 2000-2999 for instruction-related services, 3000-3999 for pupil services, 4000-4999 for ancillary services, 5000-5999 for community services, 6000-6999 for enterprise, 7000-7999 for general administration, 8000-8999 for plant services, and 9000-9999 for other outgo.

- Work Orders: 100% can be tracked through work order database.¹⁴
- 100% of dollars appropriately distributed to strategic goals (using tiered system)

6. Forming partnerships

- Increase in percent satisfied with district (decrease unknowns)¹⁵

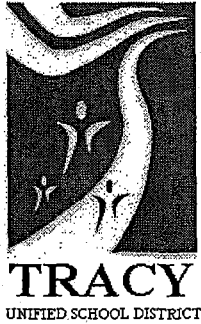
7. Develop powerful educational leaders

- 90% of teachers will attain CLAD certification
- 100% of teachers will be highly qualified

Guided by these goals, the district has primarily focused on the two italicized key performance indicators listed above. But in addition to those two primary indicators, the district has also considered ancillary measures in support of: maintenance of a safe, clean learning environment; maintenance and development of educational programs which support student learning and develop student skills to be consistent, resourceful, and motivated lifelong learners; use of technology as a tool for success; preparation of students to become citizens of the world community; formulation of partnerships with parents, the community, and business; competitive compensation for all district employees; and, of primary importance, maintenance of a balanced budget which will protect our ability to serve students in the future.

¹⁴ Maintenance and other Business Services staff members are working in conjunction with the Director of ISET to identify and implement a work-order system which will meet this goal during the 2007-08 school year.

¹⁵ A survey of district staff measuring satisfaction was conducted in late May.



BUSINESS SERVICES MEMORANDUM

To: James C. Franco, Superintendent

From: C. Goodall, Assistant Superintendent for Business

Date: June 1, 2007

Subject: Adopt Resolution No. 06-25 Adopting the School Facilities Needs Analysis and Establishing School Facilities fees.

BACKGROUND: A resolution is required to legally establish school mitigation fees in accordance with SB-50 as justified in School Facilities Needs Analysis (SFNA) dated April 10, 2007. The board has taken into inconsideration any public comments heard on the fees as justified in the SFNA during the hearing period which opened on April 24, 2007 and closed on June 12, 2007.

RATIONALE: The School Facilities Needs Analysis (SFNA) was presented to the Board at the April 24, 2007 board meeting and evidenced by the SFNA dated April 10, 2007. The fees justified per the SFNA will be imposed on new residential construction and are as follows:

Residential units in the K-12 boundaries of the District:

Level II fees will be \$5.97 per square foot of residential construction

Level III fees of \$11.93 per square foot of residential construction.

Residential units in the K-8 feeder Districts:

Level II fees will be \$2.21 per square foot of residential construction

Level III fees will be \$4.43 per square foot of residential construction.

FUNDING: No funding implications

RECOMMENDATIONS: Adopt Resolution No. 06-25 Adopting the School Facilities Needs Analysis and Establishing School Facilities fees.

Prepared by: Denise Wakefield, Director of Facilities



RESOLUTION NO. 06-25

RESOLUTION OF THE BOARD OF EDUCATION OF THE TRACY UNIFIED SCHOOL DISTRICT ADOPTING THE SCHOOL FACILITIES NEEDS ANALYSIS AND ESTABLISHING SCHOOL FACILITIES FEES

WHEREAS, under Government Code Sections 65995.5 and 65995.7, enacted pursuant to Chapter 407, Statutes of 1998 (SB 50), a school district's governing board may, after making certain findings, establish fees to offset the cost of school facilities made necessary by new residential construction; and

WHEREAS, Tracy Unified School District (TUSD), had undertaken a review of eligibility to establish fees under the provisions of SB 50; and

WHEREAS, TUSD has prepared an analysis entitled School Facilities Needs Analysis, dated April 10, 2007 (the "Needs Analysis") in accordance with the provisions of SB 50; and

WHEREAS, TUSD seeks to establish fees in accordance with and under the authority of SB 50 for the purpose of funding the construction of school facilities made necessary by residential development within the Districts boundaries; and

WHEREAS, TUSD has submitted applications to the State Allocation Board of the State of California for new construction funding and have obtained confirmation of the Districts calculation of eligibility in accordance with the provisions of Government Code section 65995.5 (b) (1); and

WHEREAS, in accordance with Government Code Section 65995.6 the purpose of this Resolution is to adopt the School Facilities Needs Analysis dated April 10, 2007, and to declare the Districts eligibility for and to establish fees under the provisions of Government Code Sections 65995.5 and 65995.7, consistent with the information and data set forth in the School Facilities Needs Analysis and upon such other information and documentation prepared by or on file with TUSD, as presented and described to the Board of Education.

Section 1. Procedure. This Board hereby finds that prior to the adoption of this Resolution the Board held a public hearing at its regular meeting of April 24, 2007, at which oral and written presentations were made. Notice of the time and place of the public hearing were published in the Tracy Press newspaper on April 19, 2007, including a Statement that the School Facilities Needs Analysis was available for public review at the School District Office. This Board further finds that copies of the School Facilities Needs Analysis were provided to the Building Industry Association of the Delta.

Section 2. Determination of Eligibility. Pursuant to information contained in the School Facilities Needs Analysis, the Board has determined the following related to establishing fees under the provisions of SB 50:

- (A) The District has submitted timely applications to the State Allocation Board for new construction funding and have obtained confirmation of the Districts determination of eligibility for state funding.

- (B) The Tracy Unified School District has issued debt or incurred obligations greater than 15% of its bonding capacity prior to Nov. 4, 1998.
- (C) The Tracy Unified School District has more than 40% of its teaching stations in non-permanent facilities.

Based on the foregoing, the District is eligible to levy fees pursuant to the provisions for Government Code Section 65995.5 and 65996.7.

Section 3. Findings. The Board has reviewed the provisions of the School Facilities Needs Analysis as they related to proposed and potential residential development, the resulting school facilities needs, the cost thereof, and the available sources of revenue and based thereon, and upon all other written and oral presentations to the Board, the Board makes the following findings:

- (A) Enrollment at District schools is presently at or exceeding capacity;
- (B) Additional residential development projects within the District will increase the need for new school facilities;
- (C) Without the addition of new school facilities, further residential development projects within the District will result in a significant decrease in the quality of education presently offered by the District;
- (D) New residential development is projected within the Districts boundaries and the enrollment produced thereby will exceed the capacity of the schools within the District. Projected development, within the District, without additional school facilities, will result in conditions of overcrowding which will impair the normal functioning of the Districts educational programs;
- (E) The fees proposed in the School Facilities Needs Analysis and levied pursuant to this Resolution are for the purpose of providing adequate school facilities to maintain the quality of education offered by the District and to prevent overcrowding;
- (F) The fees proposed in the School Facilities Needs Analysis and levied pursuant to this Resolution will be used for construction of school facilities as identified in the Needs Analysis or as described to the Board;
- (G) The uses of the fees proposed in the School Facilities Needs Analysis and levied pursuant to this Resolution will be to build or expand school facilities and capacity and are reasonably related to the types of development projects on which the fees are imposed as demonstrated in the School Facilities Needs Analysis;
- (H) The fees proposed in the School Facilities Needs Analysis and levied pursuant to this Resolution bear a reasonable relationship to the need for school facilities created by the types of development projects on which the fees are imposed, as demonstrated in the School Facilities Needs Analysis;
- (I) The fees proposed in the School Facilities Needs Analysis and levied pursuant to this Resolution do not exceed the estimated amount required to provide funding for the construction of school facilities for which the fees are levied, including consideration of all funds available for this purpose;
- (J) The fees will be collected for school facilities for which an account has been established and funds appropriated and for which the District has adopted a construction schedule.

Section 4. Needs Analysis Approval. Based upon oral and written evidence presented at the public hearing on the matter, this Board finds that the School Facilities Needs Analysis dated April 10, 2007 meets the requirements of Government Code Section 65995.6 and is suitable basis for establishing fees pursuant to SB 50. This Board hereby approves and adopts the School Facilities Needs Analysis dated April 10, 2007 as the basis for approving fees pursuant to Governments Code Sections 65995.5 and 65995.7.

Section 5. Determination of "Level II Fee". Based upon information contained in the School Facilities Needs Analysis and the foregoing findings, the Board hereby establishes a new fee upon resident construction pursuant to Government Code Section 65995.5 to be know as the "Level II Fee", as follows:

- \$ 5.97 per square foot of residential construction in the Kindergarten –Grade12 attendance area
- \$ 2.21 per square foot of residential construction in the Kindergarten – grade 8 feeder districts.

Section 6. Determination of "Level III Fee". In accordance with the provisions of Government Code Sections 65995.7, the District is authorized to establish a fee in excess of the Level II fee in the event that the State Allocation Board is no longer approving apportionment for new construction in accordance with Education Code Section 17072.20 due to lack of funds. In the event the State Allocation Board notifies the Secretary of the Senate and Chief Clerk of the Assembly, in writing, of the determination that such funds are no longer being allocated, the Level III fee identified in the School Facilities Needs Analysis shall be implemented as follows;

- \$ 11.93 per square foot of residential construction in the Kindergarten – Grade 12 attendance area.
- \$ 4.43 per square foot of residential construction in the Kindergarten – grade 8 feeder districts.

Upon determination that the State Allocation Board is no longer apportioning new construction funds, the Level III fee shall immediately be placed into effect in lieu of Level II fees by action of the Superintendent or designee, without any additional action by the Board.

Section 7. Application of Fee. The Level II or III fees established herewith, shall be applied to all residential building permits except as follows:

- (A) The Level II/III fees shall not apply during the term of any mitigation agreement entered into between a sub divider or builder and the District or any applicable city or county, on or before January 1, 1987, that requires the payment of a fee, charge or dedication for the construction for school facilities as a condition to the approval of residential development.
- (B) The Level II/III fees shall not apply during the term of any mitigation agreement entered into between a person and the District or any applicable city or county, after January 1, 1987, but before November 4, 1998, that requires payment of a fee, charge or dedication for school facilities mitigation.
- (C) Prior to January 1, 2000, the Level II/III fees shall not apply to any construction that is not subject to a mitigation agreement but that is carried out on real property for which residential development was made subject to a condition relating to school facilities imposed by a state or local agency. Upon and after January 1, 2000, such construction shall be subject to the Level II/III fees.
- (D) Residential construction for which a tentative map was approved before November 4, 1998, and for which a building permit is issued prior to January 1, 2000. Upon and after January 1, 2000, such construction shall be subject to the Level II/III fees.

Section 8. Collection of Fee. Level II/III fees shall be collected as a precondition to issuance of a building permit for residential construction. Upon payment of the Level II/III fee, the District shall issue a Certificate of Compliance to the appropriate building department certifying that school fees requirements have been satisfied.

Section 9. Fee Adjustments. The District Level II and Level III fees shall be effective for a period of one year following the adoption date of this Resolution as set forth below and shall be reviewed annually thereafter to determine if such fee is to be re-established or revised.

Section 10. Additional Mitigation Methods. The policies set forth in this Resolution are not exclusive, and the Board reserves the authority to undertake other or additional methods to finance school facilities as are permitted by state law or through mutual agreement with other parties.

Section 11. California Environmental Quality Act. The Board hereby finds that the fees established pursuant to this Resolution are exempt from the provisions of the California Environmental Quality Act (CEQA) as specified in Government Code Section 65995.6 (g) and directs the Secretary of the Board to file a Notice of Exemption from the California Environmental Quality Act with the San Joaquin County Clerk.

Section 12. Commencement Date. The Board hereby orders that the fees established pursuant to this Resolution shall take effect immediately.

Section 13. Notification of Local Agencies. The Secretary of the Board is hereby directed to forward copies of this Resolution to the county and city planning agencies having jurisdiction within the Districts boundaries.

Section 14. Severability. If any portion of this Resolution is found by a court of competent jurisdiction to be invalid, such finding shall not affect the validity of the remaining portions of this Resolution. The Board hereby declares its intent to adopt this Resolution irrespective of the fact that one or more of its provisions may be declared invalid subsequent hereto.

THE FOREGOING RESOLUTION was introduced at the meeting of the Board of Education, Tracy Unified School District, held on the 12th day of June, 2007, by Governing Board Member _____, who made the motion, which being duly seconded by _____, was, upon roll call, carried into Resolution passed by the following vote:

AYES;

NOES;

ABSTAINED;

ABSENT;

ATTEST:

Secretary
Board of Education
Tracy Unified School District

DATE _____



BUSINESS SERVICES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: Dr. Casey Goodall, Assistant Superintendent for Business
DATE: June 1, 2007
SUBJECT: Approve and Appoint Selected Applicants for Specified Terms on the Bond Oversight Committee

BACKGROUND: When a school bond measure is authorized pursuant to Section 1 of Article XIII A of the California Constitution as amended with the passage of Proposition 39 which was approved by voters on November 7, 2000, the School Board is required to establish and appoint members to an independent oversight committee within 60 days following certification of the election. TUSD Board Policy BP 7215(a) General Obligation Bonds – Citizens' Oversight Committee Policy and Regulations indicates the composition of committee members and terms for which the Board must appoint for service on the Oversight Committee.

RATIONALE: Seven members were appointed to the Oversight Committee in August 2007, one from each of the following categories: business community representative; senior citizens' organizations; parent or guardian of a child enrolled in the District and active in a parent-teacher organization; bona fide taxpayer's organization; representative from agricultural/farming industry and an at large member of the public. Three (3) members were selected for one year term and four (4) were selected for 2 year terms in addition to 4 alternates who will be non-voting members of the committee.

On May 24, 2007, six candidates were interviewed for the 2007/2008 vacant positions on the Oversight Committee. The following appointments are being recommended:

At Large	(2) Yr Position	Voting Member	Alice Delaurier-O'Neil
Parent or Guardian	(2) Yr Position	Voting Member	Issac Terry
Business of Agriculture	(2) Yr Position	Voting Member	Jill Costa
Alternate	(1) Yr Renewable Position	Non-Voting Member	Gregory Silva
Alternate	(1) Yr Renewable Position	Non-Voting Member	Staycee Hall
Alternate	(1) Yr Renewable Position	Non-Voting Member	Craig Saalwaechter

With the appointment of these candidates, one vacant Alternate (Non-Voting Member) position will remain unfilled. Should the District receive a qualified candidate/application, a recommendation to fill this position may be forthcoming at a future date.

FUNDING: No funding implications.

RECOMMENDATION: Approve and Appoint Selected Applicants for Specified Terms on the Bond Oversight Committee

Prepared by: Bonny Carter, Facilities Accountant / Analyst



EDUCATIONAL SERVICES MEMORANDUM

To: Dr. Jim Franco, Superintendent
From: ~~Dr.~~ Dr. Sheila Harrison, Assistant Superintendent for Educational Services
Date: June 1, 2007
Subject: Approve the Memorandum of Understanding (MOU) between the Tracy Unified School District and Tracy Learning Center Charter School.

BACKGROUND: A committee comprised of representatives from the Tracy USD and Tracy Learning Center Charter School has been meeting since August 2006 to jointly develop a Memorandum of Understanding (MOU). We have been actively engaged in negotiations with Tracy Learning Center Charter School throughout the 2006-2007 school year. The committee finalized the MOU at its last meeting on June 4, 2007. The MOU is a contract between the two parties that addresses a range of items including budgetary, audit, special education and programmatic issues. The MOU was thoroughly reviewed and approved by the District's legal counsel, Mr. Paul Minney, who specializes in charter school laws and regulations. The MOU will be for a term of three years, 2006-2009 and may be updated annually, upon mutual agreement by both parties.

RATIONALE: The State Department of Education recommends that districts and charter schools mutually develop and approve an MOU. The MOU addresses and clarifies funding, financial, budgetary, special education, programmatic and communication issues between the oversight district and the charter school. The MOU also provides deadlines and timelines for submission of required documents, reports, audits, etc.

After thorough review of the MOU, legal counsel and district representatives recommend that the Board of Trustees approves the MOU between the District and Tracy Learning Center Charter School. This agenda item supports Strategic Goal #1- Provide a relevant and meaningful curriculum and Strategic Goal #2- create a quality and effective learning environment for all students. The Memorandum of Understanding is under separate cover.

FUNDING: N/A

RECOMMENDATIONS: Approve the Memorandum of Understanding (MOU) between the Tracy Unified School District and Tracy Learning Center Charter School.

Prepared by: Linda Boragno-Dopp, Director of Alternative Programs

**RESTATED MEMORANDUM OF UNDERSTANDING BETWEEN
TRACY UNIFIED SCHOOL DISTRICT
AND
TRACY LEARNING CENTER**

This Restated Memorandum of Understanding (herein referred to as the "MOU") is executed by and between the Board of Trustees of the Tracy Unified School District (hereinafter referred to as "District") on one hand and the Board of Directors of the Tracy Learning Center, a California nonprofit public benefit corporation (herein referred to as "TLC"), which holds the charters for and operates Primary Charter School, Discovery Charter School and Millennium High School (collectively referred to as "Charter Schools"), on the other, (collectively referred to as the "Parties").

RECITALS:

- A. The District is a school district existing under the laws of the State of California.
- B. TLC is a California nonprofit public benefit corporation which operates the Charter Schools under Section 47604 the Charter Schools Act of 1992, as amended (herein referred to as the "Act"). All references herein to the Charter Schools shall include TLC.
- C. The Parties to this MOU recognize that the laws of the State of California authorize the formation of charter schools for the purpose, among others, of developing new, innovative and more flexible ways of educating children within the public school system.
- D. By approving the charter petitions, the District became the sponsoring district (or "granting agency") of the Charter Schools. This MOU is intended to outline the Parties' agreements governing their respective fiscal and administrative responsibilities, their legal relationship, and other matters of mutual interest not otherwise addressed or resolved in the terms of the Charter Schools' charters (herein referred to as the "Charters").
- E. Written modification of this MOU may be made by mutual agreement as set forth below.
- F. The Parties recognize and agree that the Charter Schools are open to all students regardless of race, religion, sex, disability or ethnic origin and that such provisions of non-discrimination shall apply as well to employment.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements herein set forth, TLC and the District do hereby agree as follows:

AGREEMENTS:

I. TERM AND RENEWAL

- A. This MOU shall commence on the date upon which it is approved by the District Board of Trustees (herein referred to as the "District Board") and shall cover three (3) fiscal

years ending on June 30, 2009 (school years 2006/2007, 2007/2008, and 2008/2009). The MOU is subject to termination during the term or any renewal as specified by law or as otherwise set forth in this MOU. If the Charter of any of the Charter Schools is revoked or is not renewed, this MOU shall be automatically terminated as to that Charter School only. Each of the Charter Schools shall continue to be covered by this MOU for the term established herein as long its Charter is renewed and it remains in good standing. The parties to this MOU hereby acknowledge and agree that (i) they have been diligently negotiating the terms of this MOU over the past fiscal year, July 1, 2006 - June 30, 2007 ("2006-07 MOU Year"), (ii) each party hereby accepts the other party's performance of its respective obligations (including, without limitation, making payments) under this MOU for and during the 2006-07 MOU Year as proper and fully performed, (iii) each hereby waives any breach or alleged breach of this MOU by the other party during the 2006-07 MOU Year, and (iv) neither has, nor will either make, any claim against the other that the other breached this MOU or in any way failed to perform its respective obligations under this MOU during the 2006-07 MOU Year. Notwithstanding the forgoing, this section shall not prevent either party from claiming breach of this Agreement in the subsequent school years (2007/2008 and 2008/2009) for any act or omission that began during the 2006/2007 school year.

- B. Any modification or amendment of this MOU must be made in writing and executed by duly authorized representatives of both Parties specifically indicating the intent of the Parties to modify or amend this MOU.
1. For purposes of Section I [B], the duly authorized representative of the Charter Schools is the Board of Directors of TLC (herein referred to as the "TLC Board") or its designee(s). The Executive Director of TLC shall be responsible for the day-to-day management of the Charter Schools subject to the direction of the TLC Board.
 2. The duly authorized representatives of the District are the District Board or the Superintendent or their designee(s). For purposes of substantive amendment of the Charters or this MOU, the District Board is required to take action to approve and ratify any modifications or amendments.
 3. The term of this MOU is outlined above. However, the Parties agree to review this MOU annually. By February 1, of the then current year, beginning in the year 2007, all Parties will present proposed revisions to the MOU. If there is no agreement by March 30 of the current year, the existing MOU will continue in effect until mutually modified except that the MOU shall expire upon the expiration or revocation of the Charters.
 4. The District reserves the right of approving amendments and/or revoking the Charters and this MOU as specified in the Education Code.
 5. To the extent that this MOU is inconsistent with any of the terms of the Charters, the Charters shall supersede the terms of this MOU. If TLC fails to remedy a breach and material default of this Agreement with thirty (30) days from receipt of notification by the District of Notification of Breach and Material Default, the District may treat this

breach and material default as a violation of the material provisions of the School's charter in accordance with Education Code section 47607.

6. Future review and extension of the Charters will be based, in part, upon compliance with the terms of the District's Board policies and regulations, this MOU and the Facilities Use Agreement, the requirements of the Act and other applicable provisions of the Education Code and supporting regulations. The District Board will review the material submitted in accordance with its Board policies and this MOU as well as the continued fiscal viability of the Charters and conformance with any annual audit issues. Review of the Charters shall also be in accordance with other applicable California laws. In addition, and in accordance with the Act, the District retains the right to revoke the Charters.

II. DESIGNATION OF SCHOOL

- A. Charter Schools' Names and Number of Sites: The Charter Schools may not change their names, nor operate under any other names, without the express written prior approval of the District. TLC shall be responsible for all functions of the Charter Schools subject to the terms and conditions set forth in this MOU and the Charters. The Charter Schools shall not be considered "alternative" schools or programs under applicable accountability legislation. Each of the Charter Schools shall operate at only one school site unless expressly approved by the District. The Charter Schools cannot change locations without written notification to the District in advance of the move.
- B. Number of Students: Each Charter School serves the student populations as described in its Charter.
- C. Grade Levels: The Charter Schools will serve the grade levels specified in their Charters. The Charter Schools may not expand beyond these grade levels nor offer any programs not specifically stated in their Charters or this MOU without the express prior written approval of the District.
- D. Estimated Enrollment: On an annual basis and no later than February 15 of each year, TLC shall provide written notice to the District of the estimated maximum enrollment plans and anticipated grade level offerings for the following school year for each of the Charter Schools. TLC recognizes that such notice is critical to District planning for the next year.
- E. Annual Notification to District: TLC shall provide a list of students and the district of residence for each student enrolled in the Charter Schools on or before May 1. This list shall be updated on July 15 and August 15. TLC agrees to use its best efforts to give complete and accurate information regarding enrollment in the Charter Schools to the District on an ongoing basis.
- F. Reports to Public Agencies: TLC shall submit to the District a copy of all reports or other documents that TLC is required to submit, or voluntarily submits, to any state or other public agency in the State of California. The District agrees to provide TLC with a copy

of all documents that the District sends to the California Department of Education that are specific to TLC and/or the Charter Schools.

- G. Educational Program: The educational program and grade level offerings shall be in compliance with the Charters approved by the District and any authorized amendments.
- H. Notification to District Regarding Governing Body Composition: TLC shall annually send to the District a list of its directors and officers by September 1. The District shall be provided with immediate notice of any change in the composition of these directors or officers.
- I. School Calendar and Schedules: TLC shall provide by June 1 of each year documentation showing the school calendar and schedule for the following school year, including calculation of instructional minutes for each Charter School. If summer school, extended day and/or intersession is offered by any of the Charter Schools, TLC shall provide calendars and schedules for such programs.
- J. Data Exchange: The District and TLC have jointly developed a data exchange schedule which includes a listing of the types of reports and information that the District and TLC need to review, in addition to the information required by this MOU, in order to satisfy the District's oversight responsibilities. The Data Exchange Schedule is attached as Appendix A to this MOU and incorporated by reference herein. If the District and/or TLC need to amend this schedule, representatives from both organizations will meet to agree upon the proposed change. Pending any mutually agreeable amendment, TLC shall continue to comply with this section.
- K. Cumulative File Information: Upon written notice and consent by the parent/guardian, the District and TLC shall promptly forward to each other all cumulative file information, including, but not limited to, information regarding special education and related services when a student transfers from a District school to any of the Charter Schools, or vice versa.
- L. Student Information Systems: A student information system shall be provided to TLC by the District as part of the District's oversight responsibilities. TLC will provide the District with the daily attendance information for the Charter Schools as required by the California State Board of Education. To the extent that the District desires periodic attendance information, the District will provide TLC with appropriate software programs and systems (along with training for TLC's employees in its use) necessary to derive such periodic attendance information from the Charter Schools' school calendars and daily attendance information formats. The Charter School shall provide the District all information necessary to maintain the student information systems.

III. RESPONSE TO INQUIRIES

- A. TLC will respond to reasonable inquiries from the District, pursuant to Section 47604.3 of the Act. Such inquiries may include requests for information regarding the educational program and the administrative, legal and governance operations of TLC as requested by the District. TLC acknowledges the requirements of Section 47607(b) of the Act under

which charter schools must meet certain criteria regarding their educational programs prior to receiving a charter renewal.

- B. The District will conduct annual visitations to each Charter School. The District will notify TLC a minimum of three weeks prior to the visitation of each Charter School regarding the scope and purpose of the annual visit. The District's visitation will include, among other things, any concerns from the prior year's visitation and may include other issues and other areas of oversight by the District. TLC will provide any documentation needed for the visitation, as requested by the District. The District agrees to provide advance written notice of at least 20 (twenty) days of any additional information regarding the Charter that is necessary for the District to assess the educational program of the Charter School. The District will complete a report of the District's findings during the visitation to the Charter School and District Board within 30 (thirty) days of the visitation. Nothing herein shall be construed as limiting the District's access to the Charter Schools records and information and/or the facility allocated to the Charter Schools as per the Facilities Use Agreement.

IV. FUNDING

- A. Record Keeping/Reporting: To the extent that TLC is required to submit records or reports to the District, the County Office of Education, or Department of Education, those records and reports must be prepared by TLC in conformance with District procedures and software requirements or as otherwise allowed by law.
- B. Additional Sources of Funding: In addition to the block grant funding specified below, the Parties recognize the authority of TLC to pursue additional sources of funding.

(1) When the District applies for additional sources of funding in the form of grants, loans and/or categorical funding at the request of and for the benefits of TLC and one or more of the Charter Schools, the District will receive 1% of such funds to be allocated to the Charter School(s) as an indirect charge. Funds shall be allocated to the Charter School(s) on a prorated basis related to the formula which generates the funds. For example, if funds are generated on a per eligible student basis, they shall be allocated to the Charter School(s) on a per eligible student basis minus the administration fee (indirect charge fee) charged by the District. These funds shall not be considered revenue for purposes of the District's oversight fee.

(2) TLC agrees to comply with all regulations related to expenditures and receipt of such funds (including compliance with federal and state compliance regulations and certifications).

(3) TLC is also entitled to class size reduction funds and a variety of state and federal application-based programs, as well as various grant opportunities. Except as otherwise noted in this MOU, it shall be the responsibility of TLC to apply for funding which is beyond the basic statutory entitlement.

- C. Block Grant Funding: The Parties agree that the funding entitlement per student attending any of the Charter Schools shall be (1) a combination of in-lieu property taxes and state

aid in the amount of the general purpose block grant entitlement in an amount specified by the State on an annual basis; and (2) a categorical block grant entitlement in an amount specified by the State on an annual basis. TLC has elected to receive funding from the State for the Charter Schools directly pursuant to Section 47651 of the Act. TLC shall also receive lottery funding for the Charter Schools as specified in Section 47638 of the Act.

- D. **Limitation on Expenditures:** TLC agrees that all revenue obtained from the District shall only be used for the provision of educational services as outlined herein and in the Charters for school age children enrolled in and attending the Charter Schools and shall not be used for purposes other than those set forth in the approved Charters and any authorized amendments.
- E. **State Aid Issued to County Superintendent of Schools:** The County Superintendent of Schools will issue funds to TLC for the Charter Schools that are received by the County Superintendent from the State in accordance with San Joaquin County Office of Education policies and procedures.
- F. **Fund Transfers of In Lieu of Property Taxes:** The District will transfer funds to TLC for the Charter Schools in lieu of property taxes as required by the Education Code on or before the 15th day of each month.
- G. **Other Funds Due to the Charter Schools Received By the School District:** The District and TLC shall meet on an annual basis to identify a list of potential additional sources of funds (in excess of the in lieu of property taxes) due to TLC for the Charter Schools and received by the District and the timelines for receipt of these funds. This meeting shall occur prior to March 30 of each year. The District will transfer all additional sources of funds received on behalf of the Charter Schools as soon as possible after receipt but no later than 15 days after receipt of funds.

V. LEGAL RELATIONSHIP

- A. **Separate Legal Entity:** The Parties recognize that the Charter Schools are operated as TLC, a California nonprofit public benefit corporation, which is a separate legal entity from the District, as permitted under Section 47604 of the Act. Therefore, the District shall not be liable for the debts and obligations of TLC or any of the Charter Schools, or for claims arising from the performance of acts, errors, or omissions by TLC or any of the charter schools. TLC may not enter into a contract or agreement with any other entity to manage or operate the Charter Schools without the express written prior approval of the District.
- B. **Public School Employer:** The Parties agree and understand that TLC employs all employees working at the Charter Schools and that TLC shall be the public school employer for purposes of collective bargaining as provided in Section 47605(b)(5)(O) of the Act.

- C. Indemnification: With respect to its operations under this MOU, TLC shall defend, indemnify and hold harmless the District, its officers, agents or employees as set forth in the charters of the Charter Schools.
- D. Complaints: Any complaints/concerns (including complaints filed with OCR, FEHA, and EEOC) received by the District about any aspect of the operation of TLC (including any one or more of the Charter School(s)) shall be forwarded by the District to TLC. To the extent that such concerns/complaints may involve issues related to possible revocation or non-renewal of any of the Charters, the District may request that TLC inform the District of how such concerns/complaints are being addressed. TLC agrees to provide such information. Both parties agree to comply with applicable confidentiality laws regarding the release and transfer of records between the parties.
- E. Statement of Facts: TLC shall file a Statement of Facts - Roster of Public Agencies filing in accordance with Govt. Code section 53051 for each of the Charter Schools. Copies of the initial filings and any subsequent amendments required by law shall be forwarded to the District.

VI. FISCAL RELATIONSHIPS

- A. Administrative Services: TLC has the option to purchase the "Administrative Services" from the District: for example (1) accounting; (2) budgeting; (3) personnel; and (4) employee compensation (including payroll). The provision of such services and the fees payable therefor, if requested, shall be by mutual agreement, shall be in writing signed by the Parties. The District shall only be obligated to provide those services specifically listed herein, subject to the District's capacity, as solely determined by the District, and all other centralized administrative services are the obligation of TLC.
- B. Oversight Fees: As provided in the Education Code, up to 1% of all revenues of the Charter Schools (excluding private grants and private monies outside of the funding model) shall be paid to the District as an oversight fee to offset the District's actual expenses and costs in monitoring and overseeing the Charter Schools. The District shall invoice TLC for the oversight fees for each of the Charter Schools by September 15 following the school year in which the fees are owed. If there is a dispute regarding the amount of oversight fees owed the Parties agree to follow the dispute resolution process in Section [C] below.
- C. Payment for Services, Pro Rata Share, and Expenses: The District and TLC have agreed to a fee schedule for services performed by the District for TLC. The fee schedule is attached as Appendix B to this MOU and is incorporated by reference herein. Except for special education encroachment fees (which shall be computed and charged in accordance with Appendix B), by the 5th business day of each month, District shall provide a written invoice and supporting expense information to TLC for each of the Charter Schools detailing the amount due for services performed by the District, pro rata share facilities costs (as per the Facilities Use Agreement), and any expenses paid by the District on TLC's behalf. If TLC disagrees with charges contained in the monthly invoice, TLC will provide written notice to the District regarding the specific nature of its

concerns within five business days of the receipt of the invoice. By the 10th business day of the month, TLC shall provide payment to District for the amount invoiced unless TLC has provided written notice to District that it disagrees with charges invoiced. TLC may only withhold payment for services, fees or expenses that it has specifically contested, not for the entire amount invoiced. By the 15th business day of the month, District and TLC shall attempt to reach agreement upon payment for contested charges. If agreement cannot be reached, the matter will be resolved consistent with provisions the dispute resolution provisions of the relevant Charter. TLC may make payment either by check or by electronic funds transfer. Notwithstanding the foregoing, the District shall make no payments or disbursements for or on behalf of TLC and/or the Charter School(s) without TLC's prior written request and/or consent.

If TLC contracts for services that require the District to provide labor beyond the current work/vacation calendars of District employees, then TLC shall pay the actual cost of these services provided on the days that exceed the work year of District employees.

- D. Average Daily Attendance: TLC will be responsible for its daily and monthly attendance accounting for each of the Charter Schools in accordance with the Charters, this MOU and the law.
- E. Annual Audit: The Charter Schools shall not be part of the annual District fiscal auditing process. TLC shall be responsible for having an annual fiscal audit done of its entire operation of the Charter Schools in accordance with all applicable laws. Such audit shall include all revenue/income and expenditures/allocations received by TLC with respect to the Charter Schools. TLC and its employees agree to implement all audit recommendations or District directives regarding audit deficiencies unless other terms are agreed to between the District and TLC. A copy of the audit report shall be submitted by TLC to the District and the California Department of Education, State Controller, and the County Superintendent of Schools by December 15th of each year. TLC will respond in writing to the District with respect to any findings indicated in the audit by January 31st. The District will respond to TLC's action plan within 45 (forty-five) days. TLC will implement the District's recommendations and/or identify findings of disputes. TLC shall update the District regarding the implementation of its action plan upon the written request of the District.
- F. Bonds: In the event that the District seeks and receives a voter approved bond or parcel taxes TLC shall have no entitlement to any portion of the funds unless otherwise negotiated in advance or unless otherwise required by law. The Parties recognize that the Parties should meet in advance of any action by the District to pursue such measures so to advise TLC and to determine the positions of the Parties. TLC agrees that it has no entitlement to funds currently being received, if any, by the District under prior parcel tax or bond elections.
- G. Loans: TLC agrees that it shall establish a fiscal plan for repayment of any loans received by TLC for the Charter School(s) in advance of receipt of such loans. TLC shall provide to the District written notice in advance of entering into a loan and provide the District with a copy of the loan documents and the plan for repayment. All loans shall be the sole

responsibility of TLC, and the District shall have no obligation for repayment. TLC recognizes that it has an outstanding loan payable to the District in the original principal amount of \$339,150.00 under that certain Promissory Note dated February 24, 2004. TLC shall make timely payments to the District in accordance with this Note.

- H. Cash Flow and Reserve: Each year TLC shall submit a cash flow analysis with the budget for the Charter Schools as outlined in Appendix A. TLC will maintain an aggregate of 3% of expenditures and transfers for the Charter Schools as a reserve for economic uncertainty unless reasonably required otherwise in writing by the District.
- I. Private Funding: It is recognized that either party may apply for private/grant funding. Any application that includes the other shall be approved in advance by the Parties.
- J. Third Party Debts and Liabilities: TLC's assets or funds shall not be used to satisfy any third party debts or liabilities. TLC monies shall not be allocated or spent on the debts and/or liabilities of any party or organization that is associated with founding these Charter Schools.

VII. FISCAL CONTROLS

- A. Fiscal Policies: TLC shall adopt and meet generally accepted accounting principles and shall adopt policies to ensure TLC's funds are used to most effectively support the Charter School's missions and to ensure that funds are budgeted, accounted for, expended, and maintained in an appropriate fashion. Such policies will include, but not be limited to, principles that ensure that: (1) expenditures are authorized by an accord with amounts specified in the TLC Board-adopted budget; (2) TLC's funds are managed and held in a manner that provide a high degree of protection of the TLC's assets; and (3) all transactions are recorded and documented in an appropriate manner that allow reporting to the State as required by the District, the County Office of Education or Department of Education.
- B. Business Management Committee: TLC has established a Business Management Committee to monitor the comprehensive fiscal operation of the Charter Schools, including budget development and budget management, financial reporting, cash flow management and external audit function management; and the Business Management Committee shall constitute the audit committee required under the Charters. The Business Management Committee shall meet quarterly. Any person or persons with expenditure authorization or recording responsibility within TLC shall not serve on the Committee.
- C. Budget Monitoring: TLC shall develop and monitor its budget for the Charter Schools in accordance with the annual budget development and monitoring calendar to be developed by TLC. TLC must comply with all fiscal controls to the extent applicable and not assumed by the District under any administrative services provided by the District.
- D. Annual Fiscal Reports: TLC will forward to the District the following reports by the designated dates: The First Interim Report (through 10/31) shall be due by December 15; the Second Interim Report (through 1/31) shall be due by March 1; the Preliminary Budget for the following school year shall be due by April 1; the Adopted Budget shall

be due by June 30 and re-adopted within 15 days of the chaptering of the state budget; the unaudited actuals shall be due by September 15.

- E. Segregation of Duties: TLC will develop and maintain simple check requests and purchase order forms to document the authorization of all non-payroll expenditures. All proposed expenditures must be approved by the Executive Director of TLC, who will review the proposed expenditure to determine whether it is consistent with the TLC Board-adopted budget and sign the check request form. All transactions will be posted on an electronic general ledger. The transactions will be posted on the ledger by someone at the Charter School site or a contracted bookkeeper.
- F. Banking Arrangements: TLC will maintain its accounts either in the county treasury or at a federally-insured commercial bank or credit union. Funds will be deposited in non-speculative accounts including federally-insured savings or checking accounts or invested in non-speculative federally backed instruments. TLC's bookkeeper will reconcile TLC's ledger(s) with its bank accounts or accounts in the county treasury on a monthly basis and prepare (1) a balance sheet, (2) a comparison of budgeted to actual revenues and expenditures to date, and (3) a cash flow statement. The Executive Director and Business Management Committee of the TLC Board will regularly review these statements. TLC will deposit all funds received as soon as practical upon receipt. A "revolving" cash fund, not to exceed \$10,000 (\$200 may be petty cash) may be established with an appropriate ledger to be reconciled monthly by the TLC site secretary, who shall not be authorized to expend petty cash.
- G. Purchasing Procedures: All purchases over \$10,000 must include documentation of a good faith effort to secure the lowest possible cost for comparable goods or services. The Executive Director and TLC Board shall not approve purchase orders or check requests lacking such documentation. Documentation shall be attached to all check and purchase order requests showing that at least three (3) vendors were contacted and such documentation shall be maintained for three (3) years.
- H. Property Inventory: The Executive Director of TLC shall establish and maintain an annual inventory of all TLC non-consumable goods and equipment over \$500.
- I. Payroll Services: TLC may contract with the District or a reputable, bonded and insured payroll contractor to prepare payroll checks, tax and retirement withholdings, tax statements and to perform other payroll support functions. The Executive Director of TLC will establish and oversee a system to prepare time and attendance reports and submit payroll check requests. The Executive Director and chair of the Business Management Committee for the TLC Board will review payroll statements monthly to ensure that (1) the salaries are consistent with staff contracts and personnel policies and (2) the proper tax, retirement, disability, and other withholdings have been deducted and forwarded to the appropriate authority. All staff expense reimbursements will be on checks separate from payroll checks. Upon hiring of staff, a personnel file will be established with all appropriate payroll-related documentation including a federal I-9 form, tax withholding forms, retirement data and use of sick leave.

- J. Attendance Accounting: The Executive Director of TLC will establish and maintain an appropriate attendance accounting system to record the number of days students are actually in attendance at the Charter Schools and engaged in activities required of them by the Charter Schools. The annual audit will review actual attendance accounting records and practices to ensure compliance. The attendance accounting practices will be in conformance with the Act and the California Code of Regulations sections defining charter school average daily attendance.
- K. Annual Financial Audit: The Business Management Committee shall annually contract for the services of an independent certified public accountant to perform an annual fiscal audit. The audit shall include, but not be limited to (1) an audit of the accuracy of the TLC's financial statements, (2) an audit of TLC's attendance accounting and revenue claims practices, and (3) an audit of TLC's internal control practices. The audit shall be completed within 100 (one hundred) days of the close of the fiscal year and its results shall be reviewed and forwarded to the TLC Board.
- L. Other Fiscal Control Policies: TLC shall develop and maintain other fiscal control policies as recommended independent certified public accountants retained by TLC to advise it on fiscal control policy matters, or as reasonably recommended by the District consistent with the Charter School Law.

VIII. SPECIAL EDUCATION SERVICES AND SECTION 504

The following provisions govern the application of special education to students enrolled in the Charter Schools:

- A. It is understood that all children will have access to the Charter Schools and no student shall be denied admission due to disability. TLC shall be solely responsible for compliance with Section 504.
- B. TLC agrees to implement a Student Study Team (SST) Process, a general education function that develops strategies for students in the general education classroom. The SST can develop and monitor Section 504 plans. Once all general education services have been exhausted, special education referrals may be considered.
- C. The District and TLC agree to implement and comply with IDEA as specified in Appendix C which is fully incorporated by reference herein. TLC may seek to become a LEA and seek membership in a multi-SELPA. Before seeking to become an LEA, TLC must confer with and receive prior approval of the District.
- D. TLC must meet with the District's designated special education coordinator after it determines its student enrollment at the Charter Schools but before it begins instruction to ensure that the services needed for the Charter Schools' student populations are in place as instruction begins.
- E. Funding and Services: Based upon, among other things, the history of the District with the Charter Schools' student populations, the District shall provide special education services, in accordance with Appendix C, and retain all revenue as set forth in Section 14

of Appendix C. TLC shall pay special education encroachment costs calculated in accordance with Appendix C.

IX. INSURANCE AND RISK MANAGEMENT

TLC shall, at its sole cost and expense, commencing on the dates as outlined below and during the entire term hereof, procure, pay for and keep in full force and effect insurance as outlined in this Section.

- A. **Property Insurance:** TLC shall secure property insurance to address business interruption and casualty needs, including fire, and other hazards with replacement costs coverage for all assets listed in TLC's property inventory and consumables. TLC shall secure property coverage with a minimum policy limit of 80% of the fair market value of each Charter School's contents. TLC must provide the District with a certificate of said insurance that meets the requirements of this Section, prior to commencing instruction to students on the premises.
- B. **General Liability:** TLC shall purchase and hold general liability insurance in the amount of five million dollars (\$5,000,000), occurrence based, providing coverage for, among other things, negligence, errors and omissions/educators legal liability, abuse and molestation, crime, and employment practices liability of TLC, the TLC Board, and its officers, agents, employees and/or students. The deductible/occurrence for said insurance shall not exceed \$5,000 for any and all losses resulting from negligence, errors and omissions of TLC, the TLC Board, and its officers, agents, employees and/or students. No later than August 1st of each year, TLC shall meet with the District to determine whether this insurance amount continues to be adequate coverage for TLC. Any revisions to the amount shall be documented in an addendum to this MOU.

TLC must provide the District with a certificate of said insurance that meets the requirements of this Section, prior to commencing instruction to students on the premises each year.

- C. **Insurance Policies:** The insurance policies procured in accordance with this Section shall include the following: (1) a clause stating: "This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to Tracy Unified School District stating date of cancellation or reduction. Date of cancellation or reduction may not be less than thirty (30) calendar days after date of mailing notice;" (2) language stating in particular those insured, extent of insurance, locations and operations to which insurance applies, expiration date, to whom cancellation and reduction notice will be sent, and length of notice period; and (3) a statement that the District and its officers, employees and agents are named as additional insureds under this policy described and that such insurance policy shall be primary to any insurance or self-insurance maintained by the District. (This requires the production of an additional insured endorsement; a certificate of insurance containing reference to the endorsement will not be accepted in lieu of the actual endorsement).

TLC shall secure any other type or kind of insurance as directed by the District in writing for the operation of TLC. Additional insurance may also be obtained as required by law. Any insurance carrier must be licensed to do business in California.

- D. District Structures: The District will continue to maintain its current levels of insurance on the structures of any school site allocated to TLC as further outlined in the current Facilities Use Agreement. TLC shall be responsible for any deductible costs for a loss to any District structures with the exception of any loss that is caused by the sole negligence of the District.
- E. Workers' Compensation: TLC shall purchase and hold Workers' Compensation in accordance with provisions of the California Labor Code, adequate to protect TLC from claims under Workers' Compensation Act which may arise from its operation. Required limit shall be two million dollars (\$2,000,000).
- F. Health and Welfare Benefits for employees: TLC shall be solely responsible for providing health benefits, if any, to its employees.
- G. Bond: TLC shall purchase and hold Fidelity Bond coverage to cover all school employees. The amount of such coverage shall, at a minimum, be \$50,000. If TLC contracts with a vendor to provide payroll, purchasing or any other financial services any such vendor shall also secure Fidelity Bond coverage in the amount of \$50,000.
- H. Auto Insurance: TLC shall secure auto liability coverage with minimum limits of \$1,000,000 per occurrence and occurrence based.

X. HUMAN RESOURCES MANAGEMENT

TLC employs all personnel working at the Charter Schools. TLC shall have sole responsibility for employment, management, dismissal and discipline of its employees.

- A. Background Checks: TLC will conform to the laws regarding background checks and fingerprinting for employees and vendors (e.g., See Education Code section 45125.1).
- B. STRS/PERS: If TLC decides to offer existing or new employees of TLC the opportunity to participate in STRS or PERS, TLC shall be responsible for entering into a contract with STRS and/or PERS, the District, or the County Office of Education. TLC may offer its employees alternative retirement options in addition to federal social security, if applicable.

XI. FACILITIES

- A. Facility: In accordance with Proposition 39, the parties have entered into a mutually agreeable Facilities Use Agreement for the use of the facilities described therein.
- B. Facility Safety: TLC's facilities shall meet all applicable health and fire codes requirements and shall be of sufficient size to safely house anticipated enrollment. TLC shall not seek to exempt itself from applicable zoning or building code ordinances

without the advance written approval of the District. The District shall be consulted before securing any site for TLC's operation of the Charter School (s). The District shall have the right to reject any site if it determines the site is not a safe learning environment. TLC will locate its site(s) within the District boundaries.

- C. Field Act: The Parties acknowledge the decision of TLC to exempt itself from application of the Field Act Standards and that TLC may offer educational programs in facilities that are not otherwise approved under the Field Act.
- D. Accessibility: TLC recognizes that its facilities and programs must conform with the American with Disabilities Act and any other federal or State requirement that may be applicable to charter schools. If conflicts arise between state and federal law, the requirement allowing the greatest access shall be adopted.

XII. EVALUATION OF EDUCATIONAL PROGRAMS/CONFORMANCE TO CHARTER

- A. Oversight and Monitoring: Oversight and monitoring of the Charter Schools shall be in conformance with District Board policy and the terms of the approved Charters, MOU as determined by the District, and with and applicable law. Specifically, oversight and monitoring shall include, but is not limited to, the following:
 - (1) Data exchange as contemplated in Appendix A.
 - (2) Review of fiscal audit.
 - (3) Field visits.
 - (4) Consideration of requests for renewal.
 - (5) Participation in dispute resolution.
 - (6) Notice to cure/revocation.
- B. Performance Assessments: TLC agrees to administer its current statewide performance assessment/s. Results from such statewide assessments shall be provided to the District within one (1) month of receipt by TLC.
- C. Accountability: TLC shall be responsible for operating the Charter Schools in conformance with the provisions of the approved Charters and this MOU. All functions and operations of the Charter Schools are the responsibility of TLC unless specifically stated otherwise in the Charters or this MOU. It is the responsibility of TLC to determine if a function or obligation of TLC is being performed by the District or some other third Party.
- D. No Child Left Behind: TLC shall comply with all applicable provisions of the No Child Left Behind Act ("NCLB") including, but not limited to, adequately yearly progress and the provision of highly qualified teachers.

XIII. SPECIAL PROGRAM/SERVICES AND/OR ACTIVITIES/SPORTS

In the event that either party to this MOU wishes to have its students and/or staff participate in a program/service/activity offered by the other party, advance approval and arrangements must be made. It is fully recognized that expenses for such participation may be charged in order that participation may be agreed upon. Such arrangements must be made with the appropriate site administration in advance and confirmed in writing. TLC's participation in CIF activities and sports are subject to the rules and regulations of CIF.

XIV. CHARTER SCHOOL POLICIES AND PROCEDURES

A. TLC shall provide copies of all amended or modified policies and procedures applicable to the Charter School(s) to the District promptly upon adoption by TLC. TLC agrees to take all actions necessary to conform its policies, procedures, and bylaws to applicable state and federal law. The following policies shall be adopted by TLC and shall be reviewed by the District during its annual review:

- (1) Student rules/regulations for suspension and expulsion.
- (2) Health and safety policies (as directed by the District's risk manager) including, but not limited to, emergency preparedness, first responder, blood borne pathogens, dispensation of medicines etc.
- (3) Enrollment practices and admission requirements if any.
- (4) Action taken to monitor that student population is reflective of community.
- (5) Membership process for site councils and parental involvement.
- (6) Description of decision-making process by the Charter Schools' governing body and/or administration.
- (7) Job descriptions for each position at the Charter Schools and employment contracts.
- (8) Employment rules and policies including evaluation, hiring and termination.
- (9) Any other policies that are specifically referenced in the Charters or required by the District.

XV. FAMILY EDUCATIONAL RIGHTS AND PRIVACY ACT (FERPA)

The District hereby designates employees of TLC as having a legitimate educational interest such that they are entitled to access to education records under 20 U.S.C.A. § 1232g, the Family Educational Rights and Privacy Act and California Education Code

Section 49076 (b)(6). TLC, its officers and employees shall comply with the Family Educational Rights and Privacy Act at all times. In addition, it is agreed that the District shall have an educational interest in the educational records of TLC such that the District shall have access to these records.

XVI. BROWN ACT/PUBLIC RECORDS AND CONFLICTS OF INTEREST

- A. TLC shall its board meetings in accordance with the Brown Act (including any and all subsidiary bodies operating within the Charter Schools). The Brown Act requires boards to conduct their business in pre-announced and agendized open session unless specific conditions exist that justify the meeting of a board in closed session. TLC shall send the District copies of all agendas and minutes of all meetings.
- B. In addition, TLC understands and agrees that it is subject to Section 47604.3 of the Act and to the extent set forth therein, is subject to the Public Records Act (Government Code sections 6250 et seq.) and the Political Reform Act and shall, among other things, develop a conflicts of interest policy and file statements of economic interest (Form 700).

XVII. PUPIL TRANSPORTATION

TLC shall be responsible for any transportation offered to students who enroll in the Charter Schools with the exception of transportation services needed for special education students as per the individual student's IEP. If TLC purchases transportation services from the District these shall be provided at or above cost to the District.

XVIII. LEGAL SERVICES/OTHER SERVICES

TLC will be responsible for procuring its own legal counsel and the costs of such service. TLC reserves the right to subcontract any and all services specified in this MOU to the District and/or to public or private subcontractors as permitted by law.

XIX. INDEPENDENT CONTRACTOR

The Parties to this MOU intend that the relationship between TLC and the District for the provision of administrative services under this MOU is that of an independent contractor, and not employer-employee. No agent, employee, or servant of TLC shall be deemed to be the employee, agent or servant of the District except as expressly acknowledged in writing by the District. TLC will be solely and entirely responsible for its acts and for the acts of TLC's agents, employees, servants, and subcontractors and for District employees while acting under TLC's direction during the entire term of this MOU.

XX. SEVERABILITY

If any provision or any part of this MOU is for any reason held to be invalid and or unenforceable or contrary to public policy, law or statute and/or ordinance, the remainder of this MOU shall not be affected thereby and shall remain valid and fully enforceable.

XXI. NOTIFICATION:

All notices, requests, and other communications under this MOU shall be in writing and mailed to the proper addresses as follows:

To the District at:

Tracy Unified School District
1875 West Lowell Avenue
Tracy, Ca 95376
Attn: Director of Alternative Programs

To TLC at:

Tracy Learning Center
51 East Beverly Place
Tracy, Ca. 95376
Attn: Executive Director

XXII. DISPUTE RESOLUTION

All disputes regarding this MOU and/or the Charters shall be resolved in accordance with the dispute resolution provision included in the Charters. In no case shall the dispute resolution provision of the Charters impair the District's right and obligation to revoke the Charters. The District shall have the right to proceed with revocation of the Charter(s) in accordance with the Act at anytime. Moreover, the District shall not be required to proceed with the Charters' dispute resolution provision if the dispute involves a third party and TLC. As such, the dispute resolution provision of the Charters shall only be used to resolve disputes between the District and TLC regarding the Charters and this MOU that are not a basis for revocation.

XXIII. ENTIRE AGREEMENT

This MOU contains the entire agreement of the Parties with respect to the matters covered hereby, and supersedes any oral or written understandings or agreements between the Parties with respect to the Term and subject matter of this MOU. No person or party is authorized to make any representations or warranties except as set forth herein, and no agreement, statement representation or promise by any party hereto that is not contained herein shall be valid or binding. The undersigned acknowledges that she/he has not relied upon any warranties, representations, statements or promises by any of the Parties herein or any of their agents or consultants except as may be expressly set forth in this MOU. The Parties further recognize that this MOU shall only be modified in writing by the mutual agreement of the Parties.

Dated: _____

Tracy Learning Center

Dated: _____

Tracy Unified School District

Approved and ratified this ____ day of _____, 2007 by the Board of Trustees
of the Tracy Unified School District by the following vote:

AYES: ____

NOES: ____

Abstentions: ____

Date: ____

Bobbie Etcheverry, Secretary to the Board of Trustees

Approved and ratified this ____ day of _____, 2007 by the Board of
Directors of the Tracy Learning Center by the following vote:

AYES: ____

NOES: ____

Abstentions: ____

Date: ____

Secretary to the Board of Directors

Attachment: Appendix A Data Exchange Schedule
 Appendix B Fee Schedule for Services Performed by the District for TLC
 Appendix C Special Education Service

APPENDIX A
DATA EXCHANGE SCHEDULE

Date Due	Activity
1-Jul	Revised student enrollment list
1-Aug	Certificate of Insurance
15-Aug	Final student enrollment list
1-Sep	List of directors and officers Statement of facts filed Budget actuals for previous year
15-Sept	Oversight 1% fee invoiced (due Oct 15) 2% Facility Use Fee invoiced (due Oct 15)
1-Nov	Submit new policies
Nov-Jan 15	Submit written self review to district
15-Dec	Audit due to district and county First Interim report through Oct 31 st due ADA check included with P1 report
1-Jan	Athletic field use review for next year
Jan 15 to March 15	District site visit scheduled
31-Jan	Response to audit findings to the district
Feb 1 to March 30	Ninety (90) days prior to the expiration of the term of the MOU, the parties will meet to discuss revisions to MOU
15-Feb	Estimated maximum enrollment plans for new year
1-Mar	Second Interim report due through Jan 31 st
1-Apr	Preliminary budget
15-Apr	ADA check with proposed ADA included in P2
1-May	List of accepted new students and district presently attending

Date Due	Activity
1-Jun	Calendar of instructional minutes for each charter school
	Include summer school minutes and dates
30-Jun	Adopt budget due to the district
Recurring	Agendas and minutes of all board meetings (agendas shall be faxed to the District liaison at time of posting); minutes shall be provided to the District liaison by the following TCL meeting.
	Test score results one month after received

Appendix A

Fee Schedule for Services to Charter Schools

Area	Method of Cost Calculation	2007-08
A. REQUIRED		
1. Special Education Program Encroachment	Per Current Enrollment	\$100
2. Special Education Transportation Encroachment	Per Special Education Student Transported	N/A
3. Utilities/Telecommunications	Actual Costs	
4. Facility Use - Pro Rata Share (Prop. 39)	Percentage of Revenues	2%
5. Oversight	Percentage of Revenues	1%
B. ISET TECHNOLOGY SERVICES		
REQUIRED if using TUSD MAN Data and Voice Network Services. Annual services must be purchased in a single package, except warranty processing. Hardware and software purchased separately and must be ISET approved.	[for sites with less than 1000 students and staff]	
LAN Services - Must include all connected devices at the site		
1. Switch setup/configuration/maintenance	(each, annual)	\$250
2. Wireless AP setup/configuration/maintenance	(each, annual)	\$250
MAN (TUSD) Connectivity	(each, annual)	\$5000
1. Router setup/configuration/maintenance		
2. TUSD MAN access		
3. Internet access, Spam Blocking & CIPA filter		
4. Firewall		
Servers	(each, annual)	\$5000
1. Server setup/configuration/maintenance		
2. File Storage		
3. Virus Protection		
4. Data Backup		
Website hosting, Microsoft IIS with FrontPage Extensions	(each, annual)	\$1000
1. Domain registration, DNS services		
2. Website setup, maintenance		
Network Account Services		
1. TUSD Account (email, portal)	(each, annual)	\$25
2. Student network accounts	(each, annual)	\$5
ISET Telephone Help-Desk Support	(annual)	\$1200
Per-Incident Pricing (set-up, maintenance, up-date, repair)		
Local Area Network Connectivity (excludes parts)	(hourly)	\$175
Install, Maintain, Repair data/telephone wiring		
Workstation/Telephone (Set-up, Maintenance, Repair - does not include out of warranty parts)		
1. TUSD standard devices (typically computers and printers)	(hourly)	\$100
Install/Repair/Maintain (regular call)		
2. Non-Standard [not TUSD approved purchase]	(hourly)	\$250
Install/Repair/Maintain (regular call)		

ISet Telephone Help-Desk Support	(annual)	\$1200
<i>Per-Incident Pricing (set-up, maintenance, up-date, repair)</i>		
Local Area Network Connectivity (wiring - includes parts) Install, Maintain, Repair data/telephone wiring	(hourly)	\$150
Workstation/Telephone (Set-up, Maintenance, Repair - does not include out of warranty parts)		
1. TUSD standard devices (typically computers and printers) Install/Repair/Maintain (regular call)	(hourly)	\$100
2. Non-Standard [not TUSD approved purchase] Install/Repair/Maintain (regular call)	(hourly)	\$250

APPENDIX C SPECIAL EDUCATION SERVICES

The following provisions govern the application of special education to the Charter School's students:

- A. It is understood that all children will have access to the Charter Schools and no student shall be denied admission due to disability.
- B. A charter school that includes in its charter petition verifiable written assurances that the charter school will participate as a local educational agency in a special education plan approved by the State Board of Education shall be deemed a local educational agency for the purposes of compliance with federal law, Individuals with Disabilities Education Act ("IDEA") (20 U.S.C. Sec. 1400, et seq.) and for eligibility for federal and state special education funds. A charter school that does not provide such verifiable written assurances shall be deemed a public school of the local educational agency that granted the charter (Education Code Section 47641).
- C. The Charter Schools have not provided verifiable written assurances that the Charter Schools will participate as a local educational agency in a special education plan approved by the State Board of Education. Therefore, the Charter Schools shall be deemed a public school of the District.
- D. In accordance with Education Code Section 47646, a charter school that is deemed to be a public school of the local educational agency that granted the charter shall participate in state and federal funding in the same manner as any other public school of the granting agency. Further, a child with disabilities attending the charter school shall receive special educational instruction or designated instruction and services, or both, in the same manner as a child with disabilities who attends another public school of that district. The agency that granted the charter shall ensure that all children with disabilities enrolled in the Charter School receive special education and designated instruction and services in a manner that is consistent with their individualized education program and in compliance with the IDEA.
- E. **Section 504 and the ADA**

Absent agreement of the parties to the contrary, the Charter Schools shall be solely responsible, at its own expense, for compliance with Section 504 of the Rehabilitation Act and the Americans with Disabilities Act ("ADA") with respect to eligible students; provided that if the District receives any funds under Section 504 related to costs of compliance with Section 504 at the Charter Schools, the District shall deliver such funds to TLC within fifteen (15) calendar days following the District's receipt thereof.

F. Services

1. The Charter Schools and the District intend that the Charter Schools will be treated as any other public schools in the District with respect to the provision of special education services, including the allocation of duties between on-site staff and resources and the District staff and resources.

2. **Division and Coordination of Responsibility:**

The District and the Charter Schools agree to allocate responsibility for the provision of services (including but not limited to identification, evaluation, Individualizes Education Plan ("IEP") development and modification, and educational services) in a manner consistent with their allocation between the District and its local public school sites. Where particular services are generally provided by staff at the local school site level, the Charter Schools will be responsible for providing said staff and programming; where particular services are provided to the local public school sites by the central District office, those services will be provided by the central District office to the Charter Schools in a similar fashion.

3. **Identification and Referral:**

The Charter Schools shall have the same responsibility as any other public school in the District to work cooperatively with the District in identifying and referring students who have or may have exceptional needs that qualify them to receive special education services. TLC will implement District SELPA policies and procedures to ensure identification and referral of students who have or may have exceptional needs. These policies and procedures will be in accordance with California law and District/SELPA policy. As between the Charter Schools and the District, the Charter Schools are solely responsible for obtaining the cumulative files, prior and/or current Individualized Education Plan ("IEP") and other special education information on any student enrolling from a non-District school. A pupil shall be referred for special education instruction and services only after the resources of the regular education program have been considered and where appropriate utilized.

The District shall provide the Charter Schools with any assistance that it generally provides its other public schools in the identification and referral processes. The District will ensure that the Charter Schools are provided with notification and relevant files of all students transferring to the Charter Schools from a District school, who have an existing IEP, in the same manner that it ensures the forwarding of such information between District schools. All records and files will be released in accordance with the Education Code.

4. **Assessment:**

The District shall make the determination as to what assessments are necessary, including assessments for all referred students, annual assessments and tri-annual assessments, in accordance with the District's general practice and procedure and applicable law. The Charter Schools shall not conduct unilateral independent assessments without prior written approval of the District.

5. **Individualized Education Plan:**

Responsibility for arranging necessary IEP meetings shall be allocated in accordance with the District's general practice and procedure and applicable law. The District shall notify TLC in advance of the date, time and place of the IEP meetings, and TLC shall be responsible for having the designated representatives of the Charter Schools in attendance at the IEP meetings in addition to representatives who are knowledgeable about the regular education program at the particular Charter School. District will pay substitute teacher costs to allow the classroom teacher to attend IEP's during the school day.

6. **Eligibility and Placement:**

Decisions regarding eligibility, goals/objectives, program, placement and exit from special education shall be the decision of the IEP team. Team membership shall be in compliance with state and federal law and shall include the designated representative of the Charter Schools (or designee) and the designated representative of the District (or designee). Services and placements shall be provided to all eligible Charter Schools' students in accordance with the policies, procedures and requirements of the District and of the Local Plan for Special Education.

7. **Interim Placement:**

Students with an active IEP who seek enrollment in the Charter Schools will indicate such on the Charter School's enrollment application. Upon enrollment in the Charter Schools, the TLC Director or designee will notify the appropriate special education staff to schedule a thirty (30) day review IEP.

It is understood that in accordance with Education code Section 51745(c), no individual with exceptional needs may participate in independent study, unless his or her individualized education program specifically provides for that participation. Accordingly, students with an active IEP who seek enrollment in an independent study program for the Charter School may

not be formally enrolled until an IEP team has convened to ensure the appropriateness of the placement. Parents shall be notified of this process upon application to the School. The Parties acknowledge and agree that TLC does not provide independent study programs.

8. Educational Services and Programs:

To the extent that the agreed upon IEP requires educational or related services to be delivered by staff other than the Charter School staff, the District shall provide and/or arrange for such services in the same manner that it would be legally obligated to provide to the students at its other District schools. District services shall include consultative services by District staff to Charter School staff in the same manner that District staff consults with staff at other District schools.

9. Parent Concerns:

The Charter School shall instruct Parents/Guardians to raise concerns regarding special education services, related services and rights to the Charter School Staff. The Charter School staff shall then in turn consult with the designated representative of the District regarding such concerns. The District representative in consultation with the Charter School's designated representative shall respond to and address the parent/guardian concerns.

10. Complaints:

In consultation with the Charter Schools, the District shall address/respond/investigate all complaints received under the Uniform Complaint procedure involving special education.

11. Due Process Hearings:

In consultation with the Charter School, the District may initiate a due process hearing on behalf of a student enrolled in Charter School as the District determines is legally necessary to meet a school agency's responsibilities under federal and state law. The District shall defend any due process hearing brought by a student enrolled in the Charter School. In the event that the District determines that legal counsel representation is needed, the District/Charter School shall be jointly represented by legal counsel, unless there is a conflict of interest. In the case separate counsel is needed by the Charter School, the Charter School shall be responsible for the separate costs of its legal counsel.

12. SELPA Activities and Meetings:

The District Superintendent or designee shall represent the Charter Schools at all SELPA meetings as it represents the needs of all schools in the District. Reports to the Charter Schools regarding SELPA decisions, policies, etc. shall be communicated to the Charter School as they are to all other schools within the District. To the extent that the District and/or SELPA provide training opportunities and/or information regarding special education to site staff, such opportunities/information shall be made available to Charter School staff. To the extent that District site staff have the opportunity to participate in committee meetings of the SELPA as representatives of their district, such opportunities shall be made available to Charter School staff.

13. **School District of Residence:**

The District shall be responsible for providing all services under this Agreement to all students of the Charter Schools regardless of their school district of residence.

14. **SELPA Requirements:**

The Charter Schools agrees to adhere to the policies and requirements of the Local Plan for Special Education and to District policies regarding services to special education students.

15. **Contracted Services:**

If needed due to limited special education staff, the District may seek out contracts with other school districts, or companies, or organizations to serve Charter School students. The Charter Schools shall assist the District in procuring such services as necessary.

G. Funding

1. **Retention of Special Education Funds by District:**

The Parties agree that, pursuant to the division of responsibilities set forth in this Appendix, TLC has elected for the Charter Schools the status of any other public school in the District for the purposes of special education services and funding, and the District has agreed to provide special education services to TLC for the Charter Schools, consistent with the services the District provides at its public schools. Consistent with this division of responsibility, the District shall retain all state and federal special education funding allocated for the Charter Schools' students through the SELPA.

2. **School Contribution to Encroachment:**

Additionally, the Charter Schools shall owe the District a pro-rata share of the District's unfunded special education costs ("encroachment").

At the end of each fiscal year, the District shall calculate the Charter Schools' pro-rata share of the District-wide encroachment for that year as calculated by the total unfunded special education costs of the District (including those costs attributable to the Charter Schools) divided by the total number of District ADA (including Charter School students) and multiplied by the total number of Charter School ADA. Charter School ADA shall include all students, regardless of home district. Adjustments will be made to include, on a pro-rated basis, students who enroll after the student-enrollment calculation is made, or for students who leave during the academic year. This amount shall be calculated at the end of the fiscal year and paid in monthly installments throughout the following fiscal year.

The District shall be responsible for all costs related to the service of Charter School students in the same manner, as it is responsible for the cost of serving other students of the District

3. **Phased In Encroachment:** The projected encroachment for the 2006/2007 school year is approximately \$290 per ADA. However, because the parties are negotiating a change in encroachment calculation after the Charter School has determined its budget for the following year the District will phase in the encroachment as follows: \$50 per ADA for 2006/2007; \$100 per ADA for 2007/2008; \$150 per ADA for 2008/2009; \$200 per ADA for 2009/1010; and actual encroachment as calculated above for the 2010/2011 school year forward.

- H. The District shall provide TLC with documentation as to the calculation of the Charter Schools' share of encroachment and allow TLC an opportunity to provide input and respond to the calculation prior to invoicing TLC for the Charter Schools for the prior year. Any disputes over the calculation of the encroachment share shall be resolved through the dispute resolution procedures provided in the charter.

The District shall be responsible for all costs related to the service of students enrolled in the Charter Schools in the same manner as it is responsible for the cost of serving other students of the District.



EDUCATIONAL SERVICES MEMORANDUM

To: Dr. Jim Franco, Superintendent
From: *Casey* Dr. Casey Goodall, Assistant Superintendent for Business Services
Date: June 1, 2007
Subject: Approve the Facility Use Agreement for the Tracy Learning Center

BACKGROUND: Proposition 39 took effect on November 8, 2003. Proposition 39 requires a separate written agreement between the sponsoring District and a Charter School regarding allocating facilities to charter schools. This Facility Use Agreement satisfies those requirements and incorporates applicable state law and regulations approved by the State Board of Education. The TUSD Board approved a Facility Use Agreement (FUA) between the District and Tracy Learning Center on June 22, 2005. This new FUA will be in effect for a term of three years, June 2006-June 2009.

RATIONALE: The Tracy Learning Center maintains its three charter schools (Primary, Discovery and Millennium) at the H.A. Clover site. The previous FUA from June 22, 2005 has been updated and amended.. Mr. Paul Minney, the District's legal counsel on charter school issues, has reviewed and approved the Agreement. This agenda item meets Strategic Goal #8 – Modernized Facilities. The Facility Use Agreement is under separate cover.

FUNDING: N/A

RECOMMENDATIONS: Approve the Facility Use Agreement for the Tracy Learning Center

Prepared by: Linda Boragno-Dopp, Director of Alternative Programs

FACILITIES USE AGREEMENT

This Facility Use Agreement ("Agreement") is made by and between Tracy Unified School District ("District") and Tracy Learning Center ("TLC"), a California nonprofit public benefit corporation, (collectively "the Parties") with regard to the following representations and assumptions:

RECITALS

- a. District is the sole owner of the school site described in Section [1] of this Agreement, which site is suitable for a public charter school program.
- b. Tracy Learning Center operates three charter schools: Primary Charter School, Discovery Charter School and Millennium High School (collectively "Charter Schools"), that are duly formed and approved by the District under the laws of the Charter School Act of 1992 (Education ("Ed.") Code §§ 47600 et seq.) (the "Act"). All references herein to the Charter Schools shall include TLC. TLC desires to utilize the District's H.A. Clover facility at 51 East Beverly Place, City of Tracy, County of San Joaquin in the State of California, for its educational programs as described in the amended charters approved by the District Board (collectively "Charters"). Proposition 39 took effect on November 8, 2003, and the District recognizes the spirit and intent of the statutory initiative to provide facilities to students attending charter schools.
- c. Prop. 39 and the attendant regulations adopted by the State Board of Education require a separate written agreement regarding allocating facilities under Prop. 39. This Agreement satisfies those requirements. This Agreement incorporates by reference applicable state law and the regulations approved by the State Board of Education (e.g., 5 C.C.R. §§ 11969 et seq.) which may be amended from time to time by the State Board of Education.
- d. This Agreement shall not be considered a lease or other agreement as described in sections 17400 et seq. of the Education Code.

AGREEMENT

The Parties desire to enter into an agreement defining their rights, duties, and liabilities relating to the premises. In consideration of mutual covenants contained herein, the Parties agree as follows:

1. PREMISES. TLC shall hereby be entitled to use the District's H.A. Clover facility located at 51 East Beverly Place, City of Tracy, County of San Joaquin in the State of California, including approximately 43,487.40 square feet of buildings, including classrooms, restrooms, office space, and staff space (hereinafter "Premises") and acreage of approximately 12.5 acres (the Premises and the grounds are referred to herein as "Site"). TLC intends to use the remainder of the premises as an educational facility as described in the Charters. At the corner of Holly Drive and E. Beverly Place, there will

be a sign visible at all times to passersby stating that it is the H.A. Clover site. The District will pay for and maintain the sign.

For the Term of this Agreement, TLC shall have the exclusive use of the Premises except as specifically provided otherwise in this Agreement.

Although Charter School shall have the exclusive use of the Site, Charter School agrees to comply with the provisions of the Civic Center Act (Education Code section 38131 et seq.) in making use of the facilities and grounds accessible to members of the community. For purposes of compliance with the Civic Center Act with respect to the Site, the Charter School Governance Council shall hold the same powers and obligations applicable to School District Board of Trustees under Education Code sections 38130-38139 and shall also follow District Board Policy and Administrative Regulations in making use of the facilities accessible to members of the community.

No later than January 15, 2008 the District and the TLC shall form a joint exploratory committee to meet and discuss TLC's long term growth plans. The District may consider adding additional classrooms on the Site for the 2008/2009 school year upon sufficient proof of expanded enrollment for the 2008/2009 school year. The parties shall come together to discuss the supporting documentation necessary to demonstrate growth at the Site in subsequent school years. The District's obligation to provide expanded capacity at the Site shall be consistent with its obligations under Prop. 39 and the implementing regulations and District standards.

2. TERM. The term of this Agreement ("Term") shall be three (3) fiscal years (i.e. July 1, 2006 to June 30, 2009).

The District reserves the right to provide alternative facilities during the term of this Agreement or at the end of the term of this Agreement that meet the requirements of Prop. 39 for each separate Charter School; provided that the District agrees to use its reasonable efforts to provide facilities for all three Charter Schools at a single location. The District understands the potential harmful effects of moving students from one facility to another. As a consequence, the District will not move TLC unnecessarily and shall treat in-district students enrolled in the Charter Schools as any other District students. As such, the District shall only move these students under the same standards and criteria, if any, which the Board of Education would consider in moving non-charter school students of the District. Additionally, the District will notify TLC if and when it establishes criteria and standards for moving students. The District may take back a proportionate share of the Premises if one or more of the Charter Schools' charters is revoked or is not renewed. During the Term of this Agreement TLC and the individual charter schools are not required to make annual Proposition 39 requests (however, in order to preserve its rights under Proposition 39 at the end of the Term of this Agreement the Charter Schools must make a Proposition 39 request). The over allocation fee provisions of the Proposition 39 regulations shall not be applicable during the Term of this Agreement. However, if the enrollment of any one of the Charter Schools declines by more than 25% during the Term of this Agreement the District has the right to reclaim a proportionate share of the Premises.

3. **USE OF PREMISES.** The Premises shall be used by TLC only for the operation of the Charter Schools, as authorized by California Education Code of the State of California and more fully described in the Charters and the MOU between the Parties. TLC shall not knowingly do, or permit anything to be done, without the prior written consent of the District, in or about the Premises nor bring or keep anything therein that will in any way increase the existing rate of or affect any fire or other insurance upon the Premises or its contents, or cause cancellation of any insurance policy covering the facilities on the Premises or any part thereof or any of its contents. TLC shall not permit anything to be done in or about the Premises that will in any way obstruct or interfere with the rights of other tenants or occupants of the Premises, if any, or injure or annoy them. TLC shall not use or allow the Premises to be used for any improper, immoral, unlawful or objectionable purpose, nor shall TLC cause, maintain, or permit any nuisance in, on, or about the Premises. TLC shall not commit or suffer to be committed any waste in or upon the Premises.

4. **FACILITY USE FEE IN LIEU OF PRO RATA SHARE.**

In lieu of a pro rata share charge, TLC shall pay to the District a fixed Facility Use Fee equal to 2% of all revenues (excluding private grants and private monies outside of the funding model) received by TLC for the Charter Schools. The District shall invoice TLC for the Facility Use Fee no later than September 15 following the school year for which the Facility Use Fee is owed. TLC will make payment of the Facility Use Fee on or before October 15 following the school year in which the Facility Use Fee is owed. If there is a dispute regarding the amount of the Facility Use Fee owed, the Parties agree to follow the dispute resolution process in Section [14] of the Charters. If the TLC's ratio of in-District to out-of-District students change and the number of out-of-District students is greater than 10% of the total students enrolled in the Charter Schools, the parties shall meet to negotiate a fair market rental fee for that space that is allocated and being used by out-of-District students.

5. **OWNERSHIP.** The Premises and any furnishing and equipment provided to TLC shall remain the property of the District. If any furnishings and equipment is provided to TLC during the term of this Agreement, such furnishings and equipment shall be added to the District's inventory and shall remain the property of the District.

6. **CONDITIONS REASONABLY EQUIVALENT.** TLC acknowledges by execution of this Agreement that the Premises provided by this Agreement are "reasonably equivalent" and meet all the requirements of Prop. 39 (Section 47614 of the Act) and its implementing regulations for the Term of this Agreement. TLC acknowledges and agrees the Premises are being offered and used by TLC without representation or warranty of any kind, and subject to all applicable laws, rules and ordinances governing their use, occupancy and possession. TLC represents and warrants to the District that TLC has investigated and inspected, either independently or through agents of TLC's own choosing, the condition of the Premises and the suitability of the Premises for TLC's intended use. TLC acknowledges and agrees that neither the District nor any of its agents have made, and the District hereby disclaims, any representations or warranties, express

or implied, concerning the Premises, the physical or environmental condition of the Premises or any other property beneath, adjacent to, or otherwise related to the Premises.

7. **COMPLIANCE WITH LAW.** TLC shall not use the Premises, or permit anything to be done in or about the Premises, that will in any way conflict with any law, statute, applicable ordinance or governmental rule or regulation now in force or which may hereafter be enacted or promulgated. The District and TLC shall each do all acts required to comply with all applicable laws, applicable ordinances, regulations and rules of any authority relating to their respective maintenance obligations as set forth herein. The District is not aware of any defect in or condition of the Premises that would prevent their use for TLC's purpose. District has received no notice of any violation of statute, ordinance, regulation, order or holding from any state or federal agency with jurisdiction over the Premises that call into question the appropriateness or sufficiency of the Premises for their intended purpose. TLC, at its sole cost and expense, shall comply with all applicable laws, regulations, rules and orders with respect to its use and occupancy of the Premises that arise after TLC takes possession of the Premises and that are based upon its use and/or modification of the Premises, including, without limitation, those relating to health, safety, noise, access, environmental protection, waste disposal, and water and air quality. The District will remain responsible for ensuring compliance with all access laws, discrimination laws, environmental and zoning law, including but not limited to compliance with ADA, FEHA, and the Field Act for the Premises in accordance with Section 8.b(i) below. TLC agrees to operate only those educational programs and related activities upon the Premises as outlined in the Charters.

8. **MAINTENANCE AND ALTERATIONS.**

- a. **Maintenance Responsibilities.** The maintenance of the Site, and the furnishings and equipment, shall be the responsibility of TLC; provided that the replacement of furnishings and equipment supplied by the District in accordance with District schedules and practices shall remain the responsibility of the District in accordance with Title 5 Section 11969.4. TLC shall maintain the Site and the furnishings and equipment in accordance with applicable provisions of the Education Code, the implementing regulations and the District's policies and/or practices. The District's only obligation for maintenance shall be projects eligible to be included in the District deferred maintenance plan established pursuant to Education Code section 17582 and the replacement of furnishings and equipment in accordance with District schedules and practices as required under Title 5 Section 11969.4. If the District fails to provide maintenance as required under this Agreement, TLC shall provide written notice to the District of the District's failures in accordance with Section [13]. If there is a dispute over whether a repair is the obligation of the District or TLC, such dispute shall initially be decided by the District's Director of Facilities; if the parties are unable to reach agreement the issue shall be resolved using the dispute resolution provision of the affected Charter School's charter.
- b. **Maintenance and Alterations.** TLC shall be allowed to conduct maintenance, upgrades/alterations, and/or renovation of the Premises by outside vendors

(collectively "Alterations"). Except as otherwise specifically required for structural Alterations under subparagraph (i) below, all contracts for maintenance, upgrades/alterations, and/or renovations must be reviewed and approved in writing by the District prior to the vendor beginning work on the Premises.

(i) If the Alterations are structural, TLC shall obtain the written agreement of the District prior to commencing the work. Such written agreement must include the following information: (1) who will perform the work; (2) the timeline for completion; (3) the cost, if any, that is proposed to be used to offset the Facility Use Fee paid to the District; (4) whether the structural Alteration made will be removed at the end of the term of this Agreement or whether such modifications will remain with the Premises; and (5) prior to using any volunteer labor, TLC shall provide certificates of insurance for general liability and workers' compensation naming Tracy Unified School District as an additional insured with respect to any work to be completed on the H.A. Clover site. The District shall respond to each request by TLC for the District's written agreement to make any such structural Alterations within sixty (60) calendar days following the District's receipt of TLC's request. If the District fails to respond within such 60-day period, TLC may trigger the dispute resolution provisions of Section 20. All Alterations to the Premises must be made in compliance with District standards and procedures and/or standards applicable to public school districts. In the event District consents to the making of any structural Alterations to the Premises by TLC, the same shall be made by TLC at TLC's sole cost and expense unless otherwise agreed in writing. Upon the expiration or sooner termination of the Agreement, TLC shall, upon written demand by District, at TLC's sole cost and expense, forthwith and with all due diligence, remove any structural Alterations made by TLC, designated by District to be removed, and TLC shall, forthwith and with all due diligence, at its sole cost and expense, repair any damage to the Premises caused by such removal. Any Alteration to or of the Premises or any part thereof shall be made with full compliance with the Americans with Disabilities Act and all applicable building standards and requirements. On and after the Commencement Date of this Agreement, TLC, at TLC's sole cost and expense, shall promptly make any and all Alterations (whether structural or nonstructural) to the Premises necessary to bring the Premises and the use thereof by TLC in compliance with the ADA, FEHA or other applicable building code standard, provided these requirements are a direct result of TLC's modification of the Premises after commencement, subject to District's approval and other rights of District provided in this Agreement. The District shall remain responsible for compliance with the ADA, FEHA, and other applicable building code standards regarding access for any compliance issues existing prior to TLC or any Charter School taking possession of the Premises.

(ii) If the Alterations are not structural, TLC shall provide the District with advanced written notice of commencement of the nonstructural Alterations which notice shall include the following information: (1) who will perform the work; (2) the timeline for completion; (3) whether the nonstructural Alteration made will be removed at the end of the term of this Agreement or whether such modifications

will remain with the Premises; and (4) prior to using any volunteer labor, TLC shall provide certificates of insurance for general liability and workers' compensation naming Tracy Unified School District as an additional insured with respect to any work to be completed on the H.A. Clover site. If the District does not provide TLC with written objection to commencement of all or any part of the nonstructural Alterations described in the notice within ninety (90) days following the District's receipt of TLC's notice hereunder, the District shall be deemed to have approved TLC making the nonstructural Alterations described in the applicable notice.

(iii) If TLC performs any Alterations to the Premises in violation of this section [8] the District may direct TLC to immediately remove the Alterations at the sole cost and expense of TLC.

c. Changes and Repairs to Premises. Subject to the conditions listed below, District reserves the right from time to time:

- (1) To install, maintain, repair, and replace pipes, ducts, conduits, wires and appurtenant meters and equipment for service to other parts of the Premises above the ceiling surfaces, below the floor surfaces, within the walls and central core areas, and to relocate any pipes, ducts, conduits, wires, and appurtenant meters and equipment included in the Premises;
- (2) To make repairs, changes, and modifications to any and all parts of Premises, including, without limitation, changes in the location, size, shape, and number of buildings, driveways, lobbies, entrances, parking spaces, parking areas, loading and unloading areas, ingress, egress, direction of traffic, landscaped areas and walkways;
- (3) To use the common areas while engaged in making additional improvements, repairs or alterations to the Premises, or any portion thereof;
- (4) To erect scaffolding and other necessary structures where reasonably required by the character of the work to be performed, always providing that the entrance to the Premises shall not be blocked thereby for any reason, and further providing that the educational programs of the Charter Schools shall not be interfered with for any reason; and
- (5) To enter any part of the Premises to conduct maintenance as outlined in this section.

Except in cases of emergency, the District's rights identified in Section 8 (c)(1)-(5) must occur at a time previously and mutually agreed upon by the Parties so as to limit unnecessary interruptions to educational programs at the Charter Schools.

d. District's Employees, Contractors and Independent Contractors.

1. District acknowledges that TLC is operating public charter schools using the Premises for public education purposes. District therefore agrees that any of its employees, agents, contractors or independent contractors utilized to perform any of the repairs pursuant to this Agreement that may have contact with Charter Schools' pupils will undergo criminal background checks as specified in California Education Code section 44237 and California Education Code section 45125.1 or any other applicable law addressing third party access to Charter Schools' minor students or any person entering the premises for the above-stated purposes who will be in contact with the Charter Schools' minor pupils.
9. **DESTRUCTION OR PARTIAL DESTRUCTION OF PREMISES.** In the event the Premises are damaged by fire or other perils rendering the Premises unusable, or threatens the health and safety of Charter Schools' pupils, the District agrees to provide an alternate facility that meets the District's Prop. 39 obligation. In the event that only a portion of the Premises is rendered unusable by the fire or other peril, District shall provide an alternative facility to meet the District's Prop. 39 obligation in proportion to the space that is rendered unusable on the Premises. In the event that the Premises are damaged by fire or other perils that do not render the Premises unusable, District agrees to consider repairing the damage as one solution to meeting its Prop. 39 obligation to provide a facility. The parties recognize that TLC would like to house all Charter Schools on one school site but that the District is not obligated under Proposition 39 to provide a single school site for all three Charter Schools.
10. **INSPECTION BY DISTRICT/ACCESS TO PREMISES.** District reserves the right to enter the Premises to inspect the same to ensure compliance with this Agreement, and to submit (at a mutually agreeable time) said Premises to prospective purchasers. The District must be provided access to the Premises at all reasonable times, provided that such access does not interfere with the day-to-day operations of the Charter Schools. If TLC has rekeyed any of the locks on the Premises the District must be immediately notified and provide a new key.
11. **DEFAULT BY TLC.** The occurrence of any one or more of the following events shall constitute a default and material breach of this Agreement by TLC:
 - a. The vacating or abandonment of the Premises by any one or more of the Charter Schools before the expiration of the Agreement term.
 - b. The failure by TLC to utilize the Premises for the sole purpose of operating the Charter Schools as authorized by this Agreement, the Charters and the MOU.
 - c. The failure by TLC to make timely payment of the Facility Use Fee or any other payment required under this Agreement where such failure shall continue for a period of twenty (20) days after written notice thereof by District to TLC.
 - d. The failure by TLC to observe or perform any of the express covenants, conditions or provisions of this Agreement to be observed or performed by TLC

where such failure shall continue for a period of thirty (30) days after written notice hereof by District to TLC; provided, however, that if the nature of TLC's default is such that more than thirty (30) days are reasonably required for its cure, then TLC shall not be deemed to be in default if TLC commences such cure within said thirty (30) days period and thereafter diligently prosecutes such cure to completion.

- e. The failure by TLC to maintain the threshold Average Daily Attendance ("ADA") required under Prop. 39. ADA shall be measured at P-1 (approximately December 15) and P-2 (approximately April 15); a termination may occur as outlined in the applicable regulations if the TLC fails to maintain the adequate threshold ADA.
- f. Revocation, surrender or nonrenewal of any one or more of the charters of the Charter Schools.

12. **DEFAULT BY DISTRICT.** District shall be in default and in material breach of this Agreement if District fails to perform any obligation required by this Agreement within a reasonable time, but in no event later than thirty (30) days after receipt of written notice by TLC to District specifying wherein District has failed to perform such obligation; provided, however, that if the nature of District's obligation is such that more than thirty (30) days are required for performance, then District shall not be in default if District commences performance within such thirty (30) day period and thereafter diligently pursues the same to completion.

13. **MATERIAL DEFAULT OR BREACH.**

- a. In the event of any material default or breach by TLC, and after the District has complied with the notice and opportunity to cure requirements contained in Section 11(d) of this Agreement, District may commence a termination of this Agreement. The remedies District may pursue, at any time thereafter, in its sole discretion, with written notice or demand and without limiting District in the exercise of a right or remedy, which District may have by reason of such default or breach are as follows:

- (1) Terminate TLC's right to possession of the Premises by any lawful means (provided that, in the case of a material breach in accordance with Section 11 (a) or (f), the District's remedy shall be limited to the right terminate TLC's proportionate share of the Premises utilized by the applicable charter School(s) and collect that proportion of fees as noted below), in which case this Agreement shall terminate and TLC shall immediately surrender possession of the Premises to District. Upon termination of this Agreement or TLC's right to possession the District has the right to recover from TLC (i) the amount of unpaid Facility Use Fee that had been earned at the time of such termination; (ii) the amount of unpaid Facility Use Fee that would have been earned after the date of such termination until the end of the fiscal year (with the exception of revocation and nonrenewal of the Charter(s)); and (iii) any other amount,

including reasonable attorneys' fees and collections costs incurred in terminating the Agreement and enforcing District's right to possession. In the event District elects not to terminate the Agreement but takes legal action to collect any sums due hereunder, District shall be entitled to reasonable attorney fees and costs associated with any and all successful collection action(s). Unpaid installments of the Facility Use Fee or other sums shall bear interest from the date due at the minimum legal rate; or

- (2) Maintain TLC' right to possession, in which case this Agreement shall continue in effect. In such event the District shall be entitled to enforce all of the District's rights and remedies under this Agreement, including the right to recover the Facility Use Fee and any other charges and adjustments as may become due hereunder.

- b. Notwithstanding any of the foregoing or anything else in this Agreement to the contrary, if the District terminates this Agreement and TLC's possession of the Premises, the District shall use its good faith efforts to relet or otherwise utilize the Premises for District purposes and the amounts accruing to the District as a result of such reletting or other use shall be applied to reduce any amounts payable by TLC in accordance with this Agreement to the District hereunder.
- c. In the event of any material default or breach by the District, and after TLC has complied with the notice and opportunity to cure requirements contained in Section [12] of this Agreement, TLC may terminate this Agreement or pursue remedies as provided in this Agreement or as may be provided under applicable law or in equity.

14. UTILITIES, TELECOMMUNICATIONS, HARDWARE AND SOFTWARE. The District agrees to furnish or cause to be furnished to the Premises necessary utilities infrastructure. TLC shall be responsible for the full cost of all utilities and telecommunications and hardware and software consumed at the Premises. The Parties may seek to renegotiate this section if any of the Charter Schools are relocated during the term of this Agreement. The District is replacing its Centrex phone system; the District shall provide a basic VOIP system to the Site. If the Charter School desires up grades or additional hardware to this basic package the Charter School will be responsible for this expense.
15. ASSIGNMENT AND THIRD PARTY USE. TLC shall not assign, transfer, mortgage, pledge, hypothecate or encumber, voluntarily or involuntarily, this Agreement or any interest herein, and shall not submit the Premises or any part thereof, or any right or privilege appurtenant thereto, without the prior written consent of District, which consent shall not be unreasonably withheld. The Premises may not be sublet or used for third party purposes other than those that are consistent with District policies and practices for use of District school sites without written permission from the District.
16. INDEMNIFICATION. TLC shall indemnify, hold harmless, and defend the District, its trustees, officers, employees and agents against and from any and all claims, demands,

actions, suits, losses, liability, expenses and costs for any injury, death or damage to any person or property occurring in, on or about the Premises after the District delivers possession of the Premises to TLC, or arising from the TLC's use of the Premises or from the conduct of its business or from any activity, work, or other things done, permitted or suffered by TLC in or about the Premises, excepting those claims, demands, actions, suits, losses, liability, expenses and costs arising out of or relating to obligations of the District as they relate to the Premises. TLC shall further indemnify, hold harmless, and defend the District against and from any and all claims arising from any breach or default in the performance of any obligation on TLC's part to be performed under the terms of this Agreement, or arising from any act omission or negligence of the TLC, or any officer, agent, employee, guest, or invitee of TLC, and from all costs, attorney's fees, and liabilities incurred in or about the defense of any such claim or any action or proceeding brought thereon. If any action or proceeding is brought against the District by reason of such claim (regardless of whether a claim is filed), TLC upon notice from the District shall defend the same at TLC's expense. TLC shall give prompt written notice to the District's Risk Manager in case of casualty or accidents in or on the Premises.

The District shall indemnify, hold harmless and defend TLC from and defend TLC against any and all claims of liability for any injury, death, or damage to any person or property occurring in, on or about the Premises when such injury, death or damage is caused by the act, neglect, fault or omission of any duty with respect to the same by the District, its agents, contractors, employees or invitees. Such indemnification shall not apply in those instances where TLC had actual knowledge and failed to inform the District of a potential or other hazard. The District shall further indemnify, hold harmless and defend TLC from and against any and all claims arising from any breach or default in the performance of any obligation on District's part to be performed under the terms of this Agreement, or arising from any act or negligence of District, or any of its agents, contractors, employees and from and against all costs, attorney's fees, expenses and liabilities incurred in the defense of any such claim or any action or proceeding brought thereon. Any reasonable costs incurred (including filing fees, attorney's fees etc.) after providing written request for indemnification to the indemnifying party for indemnification shall be owed to the requesting party if it is determined the indemnification was owed.

17. **INSURANCE.** The Parties shall, at their sole cost and expense, commencing at the date TLC is given access to the Premises for any purpose and during the entire Term hereof, procure, pay for and keep in full force and effect insurance in compliance with the MOU agreed upon by the Parties.
18. **LIENS.** TLC shall keep the Premises and the property in which the Premises are situated free from any liens arising out of any work performed, materials furnished or obligations incurred by or on behalf of TLC.
19. **HOLDING OVER.** If TLC remains in possession of the Premises or any part thereof after the expiration of this Agreement or after a termination thereof with the express written consent of the District, the payment obligations for such occupancy shall remain in effect. TLC will be responsible for paying a prorated fee, calculated using the prior years

Facilities Use Fee and the length of the hold over period. In addition, TLC will pay a penalty for any hold over period of an extra 50% of the calculated Facilities Use Fee. TLC will also be responsible for all other charges incurred during such a holdover period and payable hereunder, and upon all the terms hereof applicable until the District terminates the possession. A hold over by TLC shall not trigger any additional term. The District shall have the right to remove the TLC at any time after the expiration of the term or termination.

20. **DISPUTE RESOLUTION.** The Parties recognize that the regulations implementing Prop. 39 may include a dispute resolution provision. In the absence of a controlling regulatory dispute resolution provision, the Parties agree to attempt to resolve all disputes regarding this Agreement pursuant to the dispute resolution procedures identified in the Charters.

21. **GENERAL PROVISIONS.**

- a. **Waiver.** The waiver by the District and/or TLC of any term, covenant or condition herein contained shall not be deemed to be a waiver of any other term, covenant or condition or any subsequent breach of the same or any other term, covenant or condition herein contained. The subsequent acceptance of the Facility Use Fee hereunder by the District or payment of Facility Use Fee charge by TLC shall not be deemed to be a waiver or any preceding default by TLC or District of any term, covenant or condition of this Agreement, other than the failure of TLC to pay the particular rental so accepted, regardless of District's knowledge of such preceding default at the time of the acceptance of such Facility Use Fee.
- b. **Marginal Headings.** The marginal headings and article titles to the articles of this Agreement are not a part of the Agreement and shall have no effect upon the construction or interpretation of any part hereof.
- c. **Successors and Assigns.** The covenants and conditions herein contained, subject to the provisions as to assignment, apply and bind the heirs, successors, executors, administrators and assigns of the Parties hereto.
- d. **Prior Agreements.** This Agreement contains all of the agreements of the Parties hereto with respect to any matter covered or mentioned in this Agreement, and no prior agreements or understanding pertaining to any such matters shall be effective for any purpose. No provision of this Agreement may be amended or added to except by an agreement in writing signed by the Parties hereto or their respective successors in interest. This Agreement shall not be effective or binding on any party until fully executed by both Parties hereto. Nothing in this Agreement shall supersede the Charters or the MOU between the Parties.
- e. **Severability.** Any provision of this Agreement that proves to be invalid, void, or illegal shall in no way affect, impair or invalidate any other provision hereof and such other provision shall remain in full force and effect.
- f. **Choice of Law.** This Agreement is subject to the laws and jurisdiction of the State of California. In the event that any court action should be brought in conjunction

with this Agreement, it shall be subject to interpretation under the laws of the State of California.

- g. Notices. All notices and demands that may be or are to be required or permitted to be given by either party on the other hereunder shall be in writing. All notices and demands by the District to TLC shall be either hand-delivered with signed proof of receipt or sent by United States Mail, postage prepaid, addressed to TLC at the Premises, and to the address herein below, or to such other place as TLC may from time to time designate in a notice to the District. All notices and demands by TLC to the District shall be either hand-delivered with signed proof of receipt or sent by United States Mail, postage prepaid, addressed to the District at the address set forth herein, and to such other person or place as the District may from time to time designate in a notice to TLC.

To District at:

Linda Dopp, Director of Alternative Programs
Tracy Unified School District
1875 W. Lowell Ave.
Tracy, CA 95376

To Tracy Learning Center at:

Virginia Stewart, Executive Director
51 E. Beverly Place
Tracy, CA 95376

DISTRICT AND TLC have signed this Agreement on the dates set forth below.

Date: _____

Date: _____

Tracy Unified School District

Tracy Learning Center

Approved and ratified this ____ day of _____, 2007 by the Board of Trustees of the Tracy Unified School District by the following vote:

AYES: _____

NOES: _____

Abstentions: _____

Secretary to the Board of Trustees

Approved and ratified this ____ day of _____, 2007 by the Board of Directors of the Tracy Learning Center by the following vote:

AYES: ____

NOES: ____

Abstentions: ____

Secretary to the Board of Directors



BUSINESS SERVICES MEMORANDUM

To: Jim Franco
From: C. Goodall, Associate Superintendent for Business Services
Date: June 1, 2007
Subject: Authorize the Associate Superintendent for Business Services to award bid for HAZMAT Removal Plan for the 2007/2008 school year.

BACKGROUND: Tracy Unified School District generates hazardous waste during the course of business. The science classroom, transportation department, maintenance department, food services and the sites all have items that are illegal to dispose of using our waste management hauler. The items need to be handled and disposed of according to Cal OSHA, OES, District, City, County, State and Federal Regulatory laws and regulations.

Bid responses are due on June 8, 2007 and the results will be presented to the board on June 12, 2007.

RATIONALE: Approval of this agenda item gives authorization to the Associate Superintendent for Business Services to award HAZMAT Removal Services to ensure effective removal and best value to the district and that the bid meets all state and federal purchasing guidelines.

FUNDING: Funding for HAZMAT Removal is funded from the budget from the Director of .

RECOMMENDATION: Authorize the Associate Superintendent for Business Services to award bid for HAZMAT Removal Plan for the 2007/2008 school year.

Prepared by: Gary M. Jayne, Director of Materials Management



BUSINESS SERVICES MEMORANDUM

To: Jim Franco
From: C. Goodall, Associate Superintendent for Business Services
Date: June 1, 2007
Subject: Authorize the Associate Superintendent for Business Services to Award Contracts for Food and Non-food Items for the 2007/2008 School Year.

BACKGROUND: Tracy Unified School District Food Services Department plans to purchase Food and Non-Food items valued at greater than \$55,000.00 for the 2007-2008 school year; therefore, a bid is required to ensure compliance with State and Federal purchasing guidelines.

The deadline for the bid opening was Tuesday, June 5, 2007 at 3:00pm at the District Education Center. This agenda item was submitted prior to the bid opening, so a spreadsheet of food and non-food prices will be provided at the Board meeting. The recommended vendor and the associated price for each item will be highlighted in yellow.

RATIONALE: Approval of this agenda item gives authorization to the Associate Superintendent for Business Services to award food and non-food items to ensure effective and lowest prices and that the bid meets all state and federal purchasing guidelines.

FUNDING: Funding for purchases is through the Food Services Department budget 4710 and 4300 for food and non-food items.

RECOMMENDATION: Authorize the Associate Superintendent for Business Services to Award Contracts for Food and Non-food Items for the 2007/2008 School Year.

Prepared by: Paula Weeks, Director of Food Services



BUSINESS SERVICES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: Dr. Casey Goodall, Associate Superintendent, Business Services
DATE: May 23, 2007
SUBJECT: Consider Claim No. 10-0607 TUSD

BACKGROUND: On or about May 14, 2007, a claim was received by the Tracy Unified School District in which the claimant, by and through his parents/guardians, states that a loss or injury occurred on or about December 6, 2006. The claim alleges the injury/incident occurred on the premises of Art Freiler Elementary School.

The claim was reviewed by the District's insurance providers and a rejection/denial of this claim by the Board of Trustees was recommended.

The amount of the claim is noted as more than \$10,000.00.

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

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

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

RECOMMENDATIONS: Deny TUSD Claim No. 10-0607.

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



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: Dr. Sheila Harrison, Assistant Superintendent of Educational Services
DATE: June 1, 2007
SUBJECT: Approve Service Agreement with Point Break Adolescent Resources for Counseling Services.

BACKGROUND: The Prevention Services Office coordinates the District's Federal Safe and Drug Free Schools Programs which includes mandatory counseling for substance abuse, anger management and gang intervention. Approximately 160 students are mandated to counseling each school year. Under No Child Left Behind, schools are required to offer research-based intervention services. Point Break Adolescent Resources offers courses that are accepted by the California Department of Education and the U.S. Department of Education.

RATIONALE: Intervention services are mandated for students placed on school probation for substance abuse. Students suspended or expelled for fighting and/or violence are frequently referred to anger management classes. Point Break Adolescent Resources offers substance abuse prevention and intervention programs, anger management classes and gang awareness and intervention programs.

FUNDING: Fees for services are \$60.00 per hour. The total expected cost for 2007-2008 school year is \$13, 860. The fees will be covered through SAFE Schools Grant.

RECOMMENDATION: Approve Service Agreement with Point Break Adolescent Resources for Counseling Services.

Prepared by: Joan E. Stone, Coordinator Prevention Services Office

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

1. Contractor shall perform the following duties: Psychoeducational group counseling for high school and middle school students referred through the District Disciplinary Review Board or Site Administration for mandatory substance abuse counseling, anger management and other special needs.
2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 40 weeks () HOURS/DAY(s) (circle one), under the terms of this agreement at the following location 1975 W. Lowell Ave. Tracy, CA. 95376
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 hr per HOURLY (circle one), not to exceed a total of \$13,860. 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 September 1, 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 days written notice.
6. Contractor shall contact the District's designee, Joan E. Stone, Coordinator at (209) 830-3218 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:

Joel Wurgler,
Consultant Signature (1)

Social Security Number (2)

Date

Executive Director
Title

1102 N. School Ave
Address

Stockton, Ca. 95205

Tracy Unified School District
Tracy Unified School District

Date

Title Safe & Drug Free Title 4
TUPE MS SAFE Schools Grant

Account Number to be Charged

Prevention Services Office
Department/Site Approval

Joan E. Stone
Budget Approval

Date Approved by the Board

Send all copies to the Business Office:

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

File: CntrctSrvc.doc
Disk: S:\shared

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

05/01/2008

DATE (MM/DD/YY)

05/14/2007

PRODUCER
Lockton Companies, LLC-W San Francisco
Two Embarcadero, Suite 1700
CA License #OF15767
San Francisco CA 94111
(415) 568-4000

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED
1044830 Youth for Christ
Attn: Liability Insurance Department
7670 S. Vaughn Court
Englewood CO 80112

INSURER A: Insurance Co. of the State of PA

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES DA

THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER AND THE CERTIFICATE HOLDER.

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	4572190	05/01/2007	05/01/2008	EACH OCCURRENCE \$ 2,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire) \$ 1,000,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$ XXXXXXXX
	<input checked="" type="checkbox"/> EBL/\$2K Claims Made				PERSONAL & ADV INJURY \$ 2,000,000
					GENERAL AGGREGATE \$ 4,000,000
					PRODUCTS - COMP/OP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				
	AUTOMOBILE LIABILITY	NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident) \$ XXXXXXXX
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$ XXXXXXXX
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$ XXXXXXXX
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$ XXXXXXXX
	<input type="checkbox"/> HIRED AUTOS				
	GARAGE LIABILITY	NOT APPLICABLE			AUTO ONLY - EA ACCIDENT \$ XXXXXXXX
	<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC \$ XXXXXXXX
					AUTO ONLY: AGG \$ XXXXXXXX
	EXCESS LIABILITY	NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$ XXXXXXXX
	<input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> UMBRELLA FORM				\$ XXXXXXXX
	RETENTION \$				\$ XXXXXXXX
					\$ XXXXXXXX
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	NOT APPLICABLE			WC STATUTORY LIMITS OTHER
					E.L. EACH ACCIDENT \$ XXXXXXXX
					E.L. DISEASE - EA EMPLOYEE \$ XXXXXXXX
					E.L. DISEASE - POLICY LIMIT \$ XXXXXXXX
	OTHER				

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

San Joaquin Valley Youth For Christ DBA: Point Break Adolescent Resources - Evidence of coverage in force for Weekly Anger Management & Substance Abuse Classes at Tracy High School & Tracy West High School on September 2007 - May 2008.

CERTIFICATE HOLDER

2859576

Tracy Unified School District
1975 W. Lowell
Tracy CA 95376

ADDITIONAL INSURED; INSURER LETTER: _____

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE



ACORD 25-S (7/97)

For questions regarding this certificate, contact the number listed in the "Producer" section above and specify the client code "YOUFO01".

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Community Based

Purpose

To be a resource for parents, schools and community groups in San Joaquin County that helps teenagers develop resiliency skills and overcome risky behavior.



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Goals

- To be collaborative in our strategy.
- To be relational in our approach.
- To be compassionate in our understanding.
- To be empowering in our guidance.

WORKSHOPS
PREVENTION CLASSES
INTERVENTION GROUPS
COUNSELING SESSIONS

Programs

ANGER MANAGEMENT

An eight week class that teaches adolescents (13-18 years old) skills for appropriately handling their anger. Uncontrolled anger can lead to bad habits that become unhealthy and dangerous when they are left unattended. This class examines those habits and works with young people and their families to bring about change. A parent or guardian is required to attend 3 family sessions.



GANG AWARENESS AND INTERVENTION

A relational process in which teenagers in gangs, or on the edge of them, are challenged and equipped to leave the gang lifestyle. This can include counseling, group presentations and awareness classes.



PARENTING ADOLESCENTS CLASSES

A six-week workshop experience that assists parents in their relationships and responsibilities with teens and pre-teens. Some of the topics addressed are: What Every Parent Must Know About What is Normal, What Language Does My Kid Speak? and Changing Destructive behavior.



POINT BREAK WORKSHOPS

A violence prevention program for schools and groups that addresses both cultural and personal issues of respect, tolerance, and reconciliation. This all-day workshop brings high school students together to talk seriously about, and tear down, the walls of division on their campuses caused by such issues as bullying, disrespect, racism, intolerance, and misunderstanding.



SUBSTANCE ABUSE PREVENTION AND INTERVENTION

Programs in schools and in the community that give teenagers and their parents opportunities to work through drug and alcohol issues today so they don't become tomorrow's problem. Services can include special presentations, awareness classes, and substance abuse counseling and support groups.

COLLABORATORS

- The One School
- Community Partnership for Families in San Joaquin County
- SJC Office of Education/GRASP-IT
- Local Schools and Churches
- STOPP (Smoking Tobacco Outreach Prevention Program)
- City of Stockton/Parks & Recreation

What makes POINT BREAK work?

Teenagers are our specialty.

We are committed to providing top youth professionals to facilitate our programs and to serve in our communities as experts with troubled youth.

We are non-profit.

Because we are a non-profit agency, many of our programs are provided at a low cost to individuals and families.

We have a collaborative philosophy.

We refuse to work alone or apart from other youth agencies and community groups. We recognize that we are at our best as a community when we work together.

We insist on integrity.

We are an organization that is respected in our community as collaborative, responsive and responsible.

We are personal.

We like teenagers and we are students of the youth culture. We see the hope and potential in every young person.

We are local.

Our organization is centered in and focused on San Joaquin County. We live here and our hearts are with kids and their parents in our schools and communities.

How you can help:

Volunteer.

Do you care about teenagers? Will you take time to listen to them? Will you share your life with them? Call us and find out more about how you can equip and help impact the lives of teenagers.

Support.

Because Point Break Adolescent Resources is a non-profit agency, individuals and businesses can make tax-deductible contributions that will help to offset costs to individuals and families.

Tell Others.

Tell your friends about us so that more people know and have availability to our programs. We want to be a resource to the community.

Point Break Adolescent Resources

1102 No. School Ave., Stockton, CA 95205

Mailing Address:

P.O. Box 8841, Stockton, CA 95208

Office: 209-466-0359

Fax: 209-466-0393

Point Break Adolescent Resources is the community-assisting division of San Joaquin Valley YFC.



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EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: ~~Dr. James Franco~~ Dr. Sheila Harrison, Assistant Superintendent of Educational Services
DATE: May 22, 2007
SUBJECT: 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

BACKGROUND: In 2002, First 5 San Joaquin awarded 7 School Readiness Initiative (SRI) grants to school districts, LEAs and community-based organizations; the San Joaquin County Office of Education (SJCOE) received funding to provide school readiness services to the Holt and New Hope School Districts. The SRI grant is a state-match grant with a portion of the funding coming from First 5 San Joaquin and the remainder coming from First 5 California. During the Spring of 2007, staff from TUSD, SJCOE, First 5 San Joaquin, and other community-based organizations have worked together to facilitate the transfer of the administration responsibilities for the Holt portion of this grant from SJCOE to TUSD as the students and families become a part of TUSD.

RATIONALE: By approving this contract, TUSD will be able to provide valuable school readiness services, including a Kindergarten Bridge Program and a Home Visitation Program to children age zero to five and their families living in rural San Joaquin County who are served by TUSD for a three year period. This meets Strategic Goal #4: Developing the Whole Student and Strategic Goal #6: Partnerships.

FUNDING: There is no cost to the District; the District will receive up to \$416,810.00 from First 5 San Joaquin for the period July 1, 2007 through June 30, 2010.

RECOMMENDATION: 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

Prepared by: Brandi Harrold, School Readiness Program Specialist

AGREEMENT

This AGREEMENT made and entered into this 26th day of June, 2007, by and between COUNTY OF SAN JOAQUIN, a political subdivision of the State of California, acting through the **Children and Families Commission**, (hereinafter "COUNTY"), and **Tracy Joint Unified School District** (hereinafter "CONTRACTOR") whose principle place of business is at 1875 W. Lowell Avenue, Tracy, CA 95376.

RECITALS

1. The San Joaquin County Children and Families Commission has reviewed and recommended that COUNTY enter into an Agreement with CONTRACTOR as set forth below.
2. CONTRACTOR proposes to conduct **Delta Island School Readiness**, as set forth in Exhibit "A", attached hereto and incorporated herein, hereinafter described as the "Program," and
3. COUNTY and CONTRACTOR are desirous of entering into an Agreement to memorialize the rights, duties, and obligations of each toward the other in connection with the services that CONTRACTOR will provide.

NOW THEREFORE, in consideration of the charges, fees, mutual covenants and conditions contained herein, COUNTY and CONTRACTOR hereby agree as follows:

1. TERMS OF THE AGREEMENT

The term of this Agreement is from July 1, 2007 to June 30, 2010. Nothing in this Agreement shall be interpreted as requiring either party to renew or extend this Agreement.

2. SCOPE OF WORK

The services to be performed by CONTRACTOR under this Agreement shall include, but are not limited to, those items described in the Scope of Work, set forth in Exhibit "A", attached hereto and incorporated herein. In cases of ambiguity, the San Joaquin County Children and Families Commission Program Coordinator may interpret the Scope of Work by using CONTRACTOR's proposal and letters of clarification, copies of which documents are on file in the Program Coordinator's office.

3. **FISCAL PROVISIONS**

- A. COUNTY shall pay CONTRACTOR an amount not to exceed \$416,810.
- B. The total Agreement amount shall not exceed a total of \$416,810. The basis for this Agreement shall be cost reimbursement. CONTRACTOR shall submit an Itemized Budget Expenditure Report (IBER) with supporting backup documentation on a monthly or quarterly basis, at the direction of the Program Coordinator. Payment shall not exceed CONTRACTOR's actual costs. The payment of the cost of services shall be adjusted to actual cost or maximum Agreement, whichever is less, at the end of Agreement period. Payment shall be made in accordance with the Program Budget marked Exhibit "B" and attached hereto.
- C. CONTRACTOR, with the prior written approval of Children and Families Program Coordinator, may make line item changes to the budget, as long as such changes do not change the total funding in the Agreement.

4. **INDEPENDENT CONTRACTOR**

In the performance of work duties and obligations imposed by this Agreement, CONTRACTOR is at all times acting as an independent CONTRACTOR and not as an employee of COUNTY. CONTRACTOR shall perform CONTRACTOR's work in strict accordance with approved methods and standards of practice in CONTRACTOR's professional specialty. The sole interest of COUNTY is to assure that CONTRACTOR's services are rendered in a competent and efficient manner in order to maintain the high standards of COUNTY. CONTRACTOR shall not have any claim under this Agreement or otherwise against COUNTY for vacation, sick leave, retirement benefits, social security or workers' compensation benefits. CONTRACTOR acknowledges the fact that it is an independent CONTRACTOR and is in no way to be construed as an employee of COUNTY, nor are any of the persons employed by CONTRACTOR to be so construed.

5. **STANDARD OF PERFORMANCE**

CONTRACTOR shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in California. All products of whatsoever nature, which CONTRACTOR delivers to COUNTY pursuant to this Agreement, shall be prepared in a professional manner and conform to the standards of quality normally observed by a person practicing in CONTRACTOR's profession.

6. **CONTRACTOR RESPONSIBILITIES**

- A. **Evaluation Plan** CONTRACTOR shall be required to develop and/or revise the Project's Evaluation Plan in conjunction with the COUNTY's evaluation consultant.
- B. **Data Input** CONTRACTOR shall be required to participate in pertinent training and input data into an Internet based or other data collection system as required by the COUNTY.
- C. **Reporting** CONTRACTOR shall submit monthly, quarterly and annual reports related to evaluation as required by the COUNTY.
- D. **Confidentiality** CONTRACTOR shall have a policy on confidentiality and will not use or disclose any information concerning eligible individuals who receive services through this program for any purpose not connected with the administration of CONTRACTOR's or COUNTY's responsibilities under this project except with the informed written consent of the eligible individuals.
- E. **Access** CONTRACTOR shall provide access to COUNTY staff and consultants to programmatic and client records. CONTRACTOR shall not refuse access to the records on the basis of confidentiality. The California Children and Families Act provides that identifiable confidential information may be released to the extent necessary for the provision of services.
- F. **Fees** CONTRACTOR shall not impose or collect from participants any fees for services.
- G. **Compliance** CONTRACTOR shall comply with COUNTY policies and procedures.

7. **GENERAL PROVISIONS**

- A. **Modifications or Amendments** This Agreement may be modified or amended only by a subsequent written agreement signed by both parties.
- B. **Compliance with Applicable Statutes, Ordinances and Regulations** CONTRACTOR shall comply with the applicable Federal, State, County and local laws in performance of work under this Agreement. During the performance of this Agreement, CONTRACTOR shall comply with all Federal, State, County and local laws, rules, and regulations applicable to its performance under this Agreement. If Federal, State, County or local laws, rules, regulations or guidelines

touching upon this Agreement be adopted or revised during the term hereof, CONTRACTOR shall comply with them or notify COUNTY, in writing, that it cannot so comply so that COUNTY may take appropriate action.

- i. Certify that it is a non-discrimination employer pursuant to Title 11, Chapter 5 to the California Code of Regulations.
 - ii. Comply with the minimum wage and maximum hours provision of the Federal Fair Labor Standards Act.
 - iii. Assume all responsibility for complying with the Drug-Free Workplace Act of 1988, 45 CFR, Part 76, and Sub-part F. This Agreement may be modified or amended only in writing signed by both parties.
- C. **Compliance with Immigration Law** CONTRACTOR shall employ only individuals who are in compliance with any and all current laws and regulations of the U.S. Dept. of Homeland Security, U.S. Citizenship and Immigration Service.
- D. **Drug Free Workplace** CONTRACTOR shall comply with the provisions of Government Code section 8350 et seq., otherwise known as the Drug-Free Workplace Act.
- E. **Licenses and Permits** CONTRACTOR represents and warrants to COUNTY that CONTRACTOR has all licenses, permits, certificates, qualifications and approvals of whatsoever nature, which are legally required for CONTRACTOR to practice its profession.
- F. **Conflict of Interest**
- i. CONTRACTOR has read and is aware of the provisions of Sections 1090 et seq. and 87100 et seq. of the Government Code relating to conflict of interest of public officers and employees and agrees to be bound thereby. CONTRACTOR certifies that it is unaware of any financial or economic interest of any public officer or employee of COUNTY relating to this Agreement which would constitute violations of the foregoing sections of the Government Code. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement, COUNTY may immediately terminate this Agreement by giving written notice thereof.

- ii. CONTRACTOR certifies that its employees and officers of its governing body shall avoid any actual or potential conflicts of interest and that no officer or employee who exercises any functions or responsibilities in connection with this Agreement shall have any personal financial interest, as statutorily defined, which either directly or indirectly arises from this Agreement.
- iii. CONTRACTOR shall establish safeguards to prohibit its employees or its officers from using their positions for a purpose that could result in private gain or that gives the appearance of being motivated for private gain for themselves or others, particularly those with whom they have family or business ties.

G. **Confidentiality** CONTRACTOR shall:

- i. Have a policy on confidentiality and will not use or disclose any information concerning eligible individuals who receive service through this program for any purpose not connected with the administration of CONTRACTOR's or COUNTY's responsibilities under this project except with the informed written consent of the eligible individuals.
- ii. Not publish or disclose, or use or permit, or cause to be published, disclosed or used, any confidential information pertaining to an applicant or recipient of program services.
- iii. Provide access to COUNTY staff and consultants to programmatic and client records. CONTRACTOR shall not refuse access to the records on the basis of confidentiality. The California Children and Families Act provides that identifiable confidential information may be released to the extent necessary for the provision of services.

H. **Non-Exclusive Rights** This Agreement does not grant to CONTRACTOR any exclusive privileges or rights to provide services to COUNTY. COUNTY may contract with other counties, private companies or individuals for similar services.

I. **Assignment** This Agreement is binding upon COUNTY and CONTRACTOR and their successors. Except as otherwise provided herein, neither COUNTY nor CONTRACTOR shall assign, sublet or transfer its interest in this Agreement or any part thereof or delegate its duties hereunder without the prior written consent of the other. Any assignment, transfer, or delegation made without such written consent shall be void and shall be a material breach of this Agreement

J. Termination

- i. **Cause** If CONTRACTOR materially breaches the terms of this Agreement, COUNTY shall have the following alternative remedies:
 - a. Terminate the Agreement with CONTRACTOR subject to any regulatory required notice of termination.
 - b. Complete the unfinished work, under this Agreement, with a different CONTRACTOR.
 - c. All other remedies provided by law.
- ii. **For Convenience.** Either party to this Agreement may for any reason terminate this Agreement at any time by giving to the other party thirty (30) day's written notice of such termination. Termination shall have no effect upon the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of such termination.
- iii. **Disputes** CONTRACTOR shall continue with the responsibilities under this Agreement during any dispute.

K. **Governing Law** The laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and shall also govern the interpretation of this Agreement.

L. **Venue** Venue for any action arising out of this Agreement shall be COUNTY of San Joaquin, California.

M. **Indemnification** CONTRACTOR agrees that it shall indemnify, defend and hold harmless COUNTY, its agents, elected officials, officers, volunteers, authorized representatives and employees from any and all losses, liabilities, costs, expenses, charges, damages, claims, liens, and causes of actions, of whatsoever kind or nature, including, but not limited to, reasonable attorney's fees, which are in any manner directly or indirectly caused, occasioned or contributed to in whole or in part, through any act, omission, fault or negligence, whether active or passive, of CONTRACTOR or CONTRACTOR's officers, agents, employees or authorized representatives, which relates in any manner to this Agreement, any work to be performed by CONTRACTOR arising from the operation of this Agreement, or any authority delegated to CONTRACTOR under this Agreement, even though the same may have resulted from the joint, concurring or contributory negligence, whether active or passive, of COUNTY or any other person or persons, except those injuries or damages that are the result of willful acts or the sole negligence of COUNTY, its officers, agent or employees.

Without limiting the generality of the foregoing, the same shall include injury or death to any person or persons and damage to any property, regardless of where located, including the property of COUNTY, and any liability of COUNTY for private attorney general fee awards. It is further expressly understood and agreed that the duty to indemnify shall include, but not be limited to, any internal costs for staff time, investigation costs and expenses, and fees of County Counsel reasonably incurred as a result of any act, omission, fault or negligence, whether active or passive, of CONTRACTOR or CONTRACTOR's officers, agents, employees or authorized representatives, which relates in any manner to this Agreement, any work to be performed by CONTRACTOR under this Agreement, or any authority delegated to CONTRACTOR under this Agreement.

N. **Insurance Requirements** During the term of this Agreement, CONTRACTOR shall maintain and carry in full force insurance of the following types and minimum amounts with a company or companies as are acceptable to COUNTY, insuring CONTRACTOR while CONTRACTOR is performing duties under this Agreement:

- i. **Workers' Compensation** A program of Workers' Compensation Insurance or a state-approved self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including employer's liability with one million dollar (\$1,000,000) limits, covering all persons providing services on behalf of CONTRACTOR and all risks to such persons under this Agreement.
- ii. **Comprehensive General Liability Insurance** The policy shall have combined single limits for bodily injury and property damage of not less than one million dollars (\$1,000,000), single limited liability.
- iii. **Automobile Liability** CONTRACTOR agrees to hold harmless and indemnify COUNTY for any and all liabilities associated with the use of any automobiles in relation to tasks associated with this Agreement.
- iv. **Additional Named Insured** All policies, except for workers' compensation, shall contain additional endorsements naming COUNTY and its officers, employees, agents, servants and volunteers as additional insureds with respect to liabilities arising out of performance of services.

- v. **Policies Primary and Non-Contributory** All policies required above are to be primary and non-contributory with any self-insurance programs carried or administered by COUNTY.
- vi. **Proof of Coverage** CONTRACTOR shall immediately furnish certificates of insurance to COUNTY department administering the contract evidencing the insurance coverage, including endorsements above required, prior to the commencement of performance of services, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) day's written notice to COUNTY. CONTRACTOR shall maintain such insurance from the time CONTRACTOR commences performance of services hereunder until the completion of such services. Within thirty (30) days of the commencement of this Agreement, CONTRACTOR shall furnish certified copies of the policies and all endorsements. If COUNTY elects to renew this Agreement, CONTRACTOR shall provide COUNTY with certified copies of the policies and all endorsements for each additional term of this Agreement. All insurance shall be in a company or companies authorized by law to transact insurance business in the State of California.
- vii. **Payment Withheld** If CONTRACTOR does not obtain the described insurance, or if COUNTY is not furnished at the time specified with the requisite insurance certificates, or if the described insurance is terminated, altered, or changed in a manner not acceptable to COUNTY, COUNTY may withhold payments to CONTRACTOR or terminate this Agreement.
- viii. **Liability** Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve CONTRACTOR from liability in excess of such coverage, nor shall it preclude COUNTY from taking such other actions as are available to it under any other provision of this Agreement or otherwise in law.
- O. **Entire Agreement** This document contains the entire Agreement between the parties and supercedes oral or written understanding they may have had prior to the execution of this Agreement. If any ambiguity is created between this Agreement and its exhibits, this Agreement shall prevail.
- P. **Severability** Each paragraph and provision of this Agreement is severable, and if one or more paragraphs or provisions are declared invalid, the remaining provisions of this Agreement will remain in full force and effect.

- Q. **Enforcement of Remedies** No right or remedy herein conferred on or reserved to COUNTY is exclusive of any other right or remedy herein or by law or equity provided or permitted but each shall be cumulative of every other right or remedy given hereunder or now or hereafter existing by law or in equity or by statute or otherwise, and may be enforced concurrently or from time to time.
- R. **Modification and Waiver** No supplement, modification, or waiver of this Agreement shall be binding unless executed in writing by the party to be bound thereby. No waiver of any of the provisions of this Agreement shall be deemed to or shall constitute a waiver of any other provisions hereof (whether or not similar), nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.
- S. **Exhibits to Contract** Additional provisions shall be attached hereto and incorporated herein as sequentially numbered exhibits and shall have the same force and effect as set forth in this Agreement.
- T. **Headings** Paragraph headings are not to be considered a part of this Agreement and are included solely for convenience of reference and are not intended to be full or accurate description of the contents thereof.
- U. **Force Majeure** Without affecting any right of termination set forth in this Agreement, either party may suspend this Agreement at any time because of strike of its personnel, war, declaration of state of national emergency, acts of God, or other cause beyond the control of the party, by giving the other party written notice of, and reason for, the suspension.
- V. **Audit** CONTRACTOR agrees that COUNTY or its designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. CONTRACTOR agrees to maintain such records for possible audit for a minimum of five (5) years after final payment, unless a longer period of records retention is stipulated. CONTRACTOR agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, CONTRACTOR agrees to include a similar right of COUNTY to audit records and interview staff in any subcontract related to performance of this Agreement.
- i. CONTRACTOR shall maintain accurate and complete records including a physical inventory of employee payroll time sheets. These records shall be preserved in accordance with recognized commercial accounting practices so they may be readily audited and shall be held until costs have been finally determined under

this Agreement and payment or final adjustment of payment has been made.

- ii. CONTRACTOR shall permit COUNTY to examine and audit these records and all supporting records at all reasonable times. Audits shall be made not later than (a) five calendar years after completion of services rendered or (b) five calendar years after expiration date of this Agreement, whichever comes later.

CONTRACTOR: Tracy Joint Unified School District
Delta Island School Readiness
1875 W. Lowell Avenue
Tracy, CA 95376

COUNTY: COUNTY OF SAN JOAQUIN
CHILDREN AND FAMILIES COMMISSION
11 S. San Joaquin Street, Suite 301
Stockton, CA 95202

IN WITNESS OF THEIR AGREEMENT to the terms and conditions set forth above, COUNTY OF SAN JOAQUIN and Tracy Joint Unified School District have placed their signatures below:

ATTEST: LOIS M. SAHYOUN
Clerk of the Board of Supervisors
of COUNTY of San Joaquin
State of California

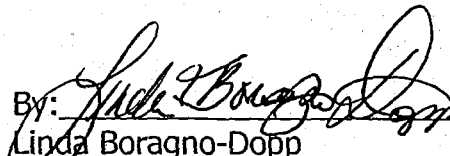
COUNTY OF SAN JOAQUIN, a
political subdivision of the State
of California

By: _____
Deputy Clerk

By: _____
Victor Mow
Chairman Board of Supervisors

APPROVED AS TO FORM:
OFFICE OF COUNTY COUNSEL

By: _____
County Counsel

By:  _____
Linda Boragno-Dopp
Director of Alternative Programs

94-105-5500
Federal ID#

Exhibit "A"
Scope of Work

Agency: Tracy Unified School District
Program: Delta Island School Readiness
Early Care and Education
Objective: Increase literacy
Strategy: Develop and implement an adult/child literacy program in the designated community using <i>Raising a Reader</i> or other best practice curriculums.
Short-term Outcome(s):
Increase in the number of programs offering adult/child literacy best practice curriculums.
Increase in the number of families with children ages 0-5 participating in a pre-literacy program.
Increase in the number of families who report reading or telling stories regularly to their children, 0 to 5 years of age.
Increase in the number of families with children ages 0-5 who have a library card.
Increase in the number of families with children ages 0-5 who take trips to the library
Increase in the number of families with children ages 0-5 who have books in the home.
Parenting and Family Support
Objective: Reduce child abuse/domestic violence
Strategy: Provide a home visitation program that focuses on areas and populations of high need and include parent stress relief and support, as well as increasing parent knowledge of child development norms.
Short-term Outcome(s):
Increase in the number of home visitation programs offered to families with children ages 0-5 at risk, including exposed to child abuse/domestic violence focused on parent stress relieve and support, as well as increasing parent knowledge of child development norms
Increase in the number of families with children ages 0-5 at risk, including exposed to child abuse/domestic violence who receive services from a home visitation program focused on parent stress relief and support, as well as increasing parent knowledge of child development norms
Increase in the number of families with children ages 0-5 at risk, including exposed to child abuse/domestic violence who use adequate parenting skills
Health and Social Services
Objective: Increase access to a medical home
Strategy: Provide education and outreach focusing on the importance of regular, preventative health care.

Exhibit "A"
Scope of Work

Short-term Outcome(s): Increase in the number of programs providing education and outreach to families with children ages 0-5 focusing on the importance of regular, preventative health care. Increase in the number of families with children ages 0-5 receiving services on the importance of regular, preventative health care. Increase the number of families with children ages 0-5 with comprehensive health insurance.
Program Infrastructure and Administration
Objective: Families have access to culturally and linguistically responsive services
Strategy: Assign staff who are culturally and linguistically matched with populations they are serving
Short-term Outcome(s): Increase in the number of staff who are culturally and linguistically matched with populations they are serving
Strategy: Use programs and curriculum that match the population to be served
Short-term Outcome(s): Increase in the number of programs using appropriate curriculum that match the population to be served
School/Community Capacity
Objective: Improve/establish link and communication among the schools, early childhood education community and the family
Strategy: Create and implement a plan of articulation between preschools, the child care community and Kindergartens
Short-term Outcome(s): Increase in the number of programs offering articulation meetings
School/Community Capacity
Objective: Improve/establish link and communication among the schools, early childhood education community and the family
Strategy: Kindergarten transition program
Short-term Outcome(s): Increase in the number of children who participate in a kindergarten camp

SCOPE OF WORK

Applicant Agency: Tracy Joint Unified School District
Program Name: Delta Island School Readiness Program

Description of Major Activities (Milestones)	Method	Evaluation Methods
<p>1. The Parent Educator and Kindergarten Bridge Program staff will provide comprehensive health insurance screening and referral to all families served through the Delta Island School Readiness Program</p> <p>Type of Measurement: Units - number screened Annual Target: 40 Start Date: 07/01/07 Target Date: 06/30/10</p>	<p>The Parent Educator and Kindergarten Bridge Program staff will follow First 5 San Joaquin protocol to screen all families of children age 0-5 for health insurance. Documentation will include the referral of uninsured children to Charterhouse Center for Families.</p>	<ul style="list-style-type: none"> Health Insurance Screening Tally Tool submitted quarterly to First 5
<p>2. Delta Island School Readiness Program staff will comply with all data collection and reporting associated with State and local evaluation requirements.</p> <p>Type of Measurement: Achieved/Not Achieved Annual Target: NA Start Date: 07/01/07 Target Date: 06/30/10</p>	<p>Program staff will work with the Commission staff and local Evaluator to collect and report on data. Tools will be administered at a frequency to be determined and may include but are not limited to the School Capacity Inventory Tool, the Intensity of Integration Continuum, and the Modified Desired Results Developmental Profile.</p>	<ul style="list-style-type: none"> Statewide and local evaluation requirements (TBD) Quarterly Progress Reports (milestone updates)
<p>3. The School Readiness Program Specialist will foster regular articulation between school staff and ECE providers. The purpose is to coordinate efforts, increase understanding between and provide professional growth for these groups.</p> <p>Type of Measurement: Units - meetings Annual Target: 3 Start Date: 07/01/07 Target Date: 06/30/10</p>	<p>The SRPS will facilitate and attend articulation/collaborative meetings/workshops every 3 months (quarterly) during the academic year with all appropriate school & prekindergarten personnel. Meetings may include but not be limited to principals, kindergarten teachers, state preschool staff, Head Start staff, home visitation personnel, the local child care community, on site after-school program staff and other personnel as appropriate.</p>	<ul style="list-style-type: none"> Meeting Notes (on file) Flyer submitted to First 5 for approval (workshops only) Sign-in sheets Quarterly Progress Reports (milestone updates)

SCOPE OF WORK

Description of Major Activities (Milestones)	Method	Evaluation Methods
<p>4. The School Readiness Program Specialist and the PAT Parent Educator will provide opportunities for family group support and education at monthly meetings during the academic year.</p> <p>Type of Measurement - Meetings Annual Target: 9 Start Date: 9/01/07 Target Date: 06/30/10</p>	<p>Delta Island SR Program staff will collaborate to plan, outreach, and facilitate monthly parent participation opportunities during the school year including but not limited to holiday events, workshops, presentations, screening opportunities and family learning events. These parent participation events may be duplicative of staff development opportunities where parent and professional interests coincide. Events may also coincide with the school site calendar, including preschool children and their families in school events as appropriate. Workshops will be focused on the academic year, but may occur over the summer for topics such as kindergarten readiness or during the time of Bridge Camps.</p> <p>The School Readiness Program Specialist will facilitate Countdown to Kindergarten presentations in the Spring; Countdown to Kindergarten explains the kindergarten registration process and identifies required documentation; describes kindergarten expectation and content standards; and offers tips and ideas for children and adults on easing the transition into kindergarten.</p> <p>Delta Island SR Program staff will distribute resources including but not limited to the Countdown to Kindergarten Packet, Preschool Information Packet, and Kits for New Parents.</p>	<ul style="list-style-type: none"> • Presentation materials including agenda (on file) • Flyers submitted to First 5 for approval • Sign-in sheets
<p>5. The PAT - Parent Educator will provide the Parents As Teachers Home Visitation Program to twenty children.</p> <p>Type of Measurement: Units - Children served Annual Target: 20 Start Date: 07/01/07 Target Date: 06/30/10</p>	<p>The Parent Educator will conduct outreach to locate eligible families and will maintain a caseload of 20 children. The Parent Educator will make weekly visits for a nine-month period and then continue to work with the family once or twice monthly in the home or community for the remainder of the year. Each visit will be one hour in length and will include age and developmentally appropriate activities for the child/children and a parent component that will focus on enhancing parenting skills and promoting interaction in accordance with the <i>Born to Learn</i> curriculum.</p> <p>The Life Skills Progression Index (LSP) will be conducted at intake (within thirty days of enrollment) and every six months with each family to identify family needs and progress toward family goals.</p>	<ul style="list-style-type: none"> • Case files (on file) • Aggregate data submitted quarterly to First 5 • Client Consent Forms (on file) • Home Visit Logs • Referral Log and Intake Form (on file) • D3 (Detailed Demographic Data) submitted annually to First 5 • Ages and Stages Questionnaires (on file), Information Summary forms (on file), and ASQ Tally Tool submitted quarterly to First 5 • LSP Group Data Form submitted quarterly to First 5 • LSP (on file)
<p>6. The Delta Island School Readiness Program parent educator will provide developmental and health screenings for children receiving home</p>	<p>The Parent Educator will provide comprehensive developmental screening for each child. The Parent Educator will work with parents in completing the Spanish or English language Ages and Stages Questionnaire and will make</p>	<ul style="list-style-type: none"> • Ages and Stages Questionnaires (on file), Score Summary forms (on file), and ASQ Tally Tool

SCOPE OF WORK

Description of Major Activities (Milestones)	Method	Evaluation Methods
<p>visitation services to identify any children potentially at-risk and to refer for early intervention services.</p> <p>Type of Measurement: Units - children screened</p> <p>Annual Target: 20</p> <p>Start Date: 07/01/07</p> <p>Target Date: 06/30/10</p>	<p>referrals for further testing when scores indicate a possible developmental delay. Documentation will include record of referrals to special need service(s). The Parent Educator will attend ASQ training prior to administering the assessment tool.</p> <p>Health screenings will include dental, vision, and hearing, as indicated on the PAT Health Questionnaire.</p>	<p>submitted quarterly to First 5</p> <ul style="list-style-type: none"> Referral form and log (on file) Health Questionnaires (on file)
<p>7. The Delta Island School Readiness Program parent educators will implement and maintain the Raising a Reader Program for a total of 20 children annually.</p> <p>Type of Measurement: Units - Children served</p> <p>Annual Target: 20</p> <p>Start Date: 7/1/07</p> <p>Target Date: 6/30/10</p>	<p>The School Readiness Program Specialist will work with the First 5 Affiliate to coordinate the implementation and coordination of the Raising a Reader Program for the PAT home visitation program.</p> <p>Raising a Reader book bags will be rotated to families regularly weekly or bi-weekly for 26 rotations during home visits by PAT Parent Educators to promote literacy and family bonding. Parent Educators will maintain check in/out cards, reading logs and pre/post surveys. The Raising a Reader material will be Spanish language, whenever appropriate based on the home language of the family. At graduation from Raising a Reader, a blue bag will be provided to each child.</p>	<ul style="list-style-type: none"> First 5 Pre/Post Literacy Survey (to be submitted, matched, to First 5 with quarterly reports) Parent Reading Logs (on file)
<p>8. TUSD School Readiness Program Specialist and program staff will provide the Kindergarten Bridge Program, a transition to kindergarten camp targeting children entering kindergarten who lack preschool experience.</p> <p>Type of Measurement: Units - children served</p> <p>Annual Target: 20</p> <p>Start Date: 07/01/07</p> <p>Target Date: 06/30/10</p>	<p>The School Readiness Program Specialist will organize and implement a Kindergarten Bridge Program at Delta Island. The program will be two weeks in duration. The Kindergarten Bridge Program will target children with prior identification of at-risk status (ex. SST, previous intervention, at-risk sibling, no preschool). Children will be identified through collaboration with elementary schools, outreach by the Parent Educator and from data collected through the School Readiness Program Kindergarten Registration Packet Insert.</p> <p>The School Readiness Program Specialist will administer the Ages and Stages Questionnaire (ASQ) developmental screening tool to all children enrolled in the Kindergarten Bridge Program, excluding those who have an existing IEP (Individualized Education Plan). Documentation will include record of referrals to special need service(s).</p>	<ul style="list-style-type: none"> Sign-in Sheets Daily Attendance Record Aggregate data submitted quarterly to First 5 Fliers submitted to First 5 for approval Lesson plans (on file) Kindergarten Bridge Program Registration Packet including First 5 client consent form submitted to First 5 for approval Bridge Program Surveys as prescribed by the evaluator. Ages and Stages Questionnaires (on file), Score Summary forms (on file), and ASQ Tally Tool submitted quarterly to First 5

**San Joaquin County Children and Families Commission – First 5 San Joaquin
Budget Request Form**

Applicant: Tracy Joint Unified School District

Program: Delta Island School Readiness Program

Period: July 1, 2007 to June 30, 2010

A	B	C	D	E	F	G	H	I
I.	PERSONNEL			% of salary	Total salary	Amount of Col F	%	Amount of col F
			36 month	attributed	attributed	requested		Provided by
	Position Title		salary	to program	to program			other sources
	A. School Readiness Program Specialist		\$250,000	25.0%	\$62,500	\$62,500	100%	\$0.00
	B. Clerk/Typist		\$82,000	25.0%	\$20,500	\$20,500	100%	\$0.00
	C. Extra Services - Certificated		\$7,000	100.0%	\$7,000	\$7,000	100%	\$0.00
	D. Extra Services - Classified		\$3,200	100.0%	\$3,200	\$3,200	100%	\$0.00
	Total Personnel Excluding Benefits				\$93,200	\$93,200		
	Benefits Percentage			35%		\$32,620		
	Total Personnel Including Benefits					\$125,820		
II.	OPERATING EXPENSES						Amount requested from commission	
	A. Rent and Utilities					\$0.00		
	B. Communications/Phones					\$450.00		
	C. Office Expenses					\$900.00		
	D. Equipment Lease					\$0.00		
	E. Equipment Purchase					\$0.00		
	F. Travel					\$1,375.00		
	G. Training/Conferences					\$1,000.00		
	H. Consultants/Sub-Contractors					\$0.00		
	Charterhouse Center for Families					\$204,028.00		
	I. Other, please describe							
	Kindergarten Bridge Program					\$2,000.00		
	Raising a Reader					\$4,000.00		
	Other					\$63,257.00		
	Total Operating Expenses					\$277,010.00		
III.	INDIRECT EXPENSES							
	Indicate % of Personnel, Excluding Benefits			15%		\$13,980.00		
IV.	TOTAL REQUESTED					\$416,810		

Budget Justification Narrative
TUSD – Delta Island School Readiness Program

SUMMARY:

Tracy Joint Unified School District is requesting a total of \$416,810 for expenses to be incurred between July 1, 2007 and June 30, 2010. These funds will be used to implement the Delta Island School Readiness Program, a School Readiness Initiative (SRI) program at Delta Island School.

I. PERSONNEL

The Delta Island School Readiness Program (DI-SRP) requests a total of \$125,820.00 for personnel expenses. This includes \$93,200 for salaries and \$32,620 for benefits.

A. School Readiness Program Specialist: \$62,500.00 (.25 FTE)

The School Readiness Program Specialist will be responsible for developing, expanding, facilitating, and overseeing the DI-SRP. Duties will include but not be limited to monitoring and providing program activities; implementing and facilitating an articulation plan; coordinating staff development and training; supervision of DI-SRP staff and subcontractors, including staff evaluations; establishing and maintaining collaborative relationships with all community partners as well as tapping into additional available resources; attending mandatory First 5 meetings and school readiness related trainings; oversight of all First 5 mandated reports and evaluation. Days of service = 215.

B. Clerk/Typist: \$20,500.00 (.25 FTE)

This program will employ a 12-month, 8 hour/day Clerk/Typist at a .25 FTE. Duties of this position will include but not be limited to event registration, data input, record keeping, filing, communications, promoting events, meetings, and programs, translating written material, providing translation during workshops, and other clerical tasks. Days of service = 247.

C. Extra Services – Certificated: \$7,000.00 (Hourly – Time Sheet)

Primary teachers (K-3) will be paid the hourly rate for extra services (\$32.50) for participating in Delta Island School Readiness Program events including but not limited to the Kindergarten Bridge Program, monthly parent education events, monthly

professional development opportunities, articulation meetings, and other TUSD and/or DI-SRP related meetings, events, and data collection efforts. The TUSD Kindergarten Bridge Program will last for approximately six weeks each year and will consist of approximately 4 sessions lasting one or two weeks each. One session will be held at a Delta Island School. The Kindergarten Bridge Program will last approximately 3 hours per day. Approximately 10-12 total teachers will participate in the Kindergarten Bridge Program each year, with approximately one participating from Delta Island. \$7,000.00

D. Extra Services – Classified: \$3,200.00 (Hourly – Time Sheet)

Classified staff, including but not limited Para Educators will be paid their hourly rate (approximately \$12 to \$18 per hour) for participating in Delta Island School Readiness Program events including but not limited to the Kindergarten Bridge Program, monthly parent education events, monthly professional development opportunities, articulation meetings, and other TUSD and/or DI-SRP related meetings, events, and data collection efforts. The TUSD Kindergarten Bridge Program will last for approximately six weeks each year and will consist of approximately 4 sessions lasting one or two weeks each. One session will be held at a Delta Island School. The Kindergarten Bridge Program will last approximately 3 hours per day. Approximately 10-12 total Para Educators will participate in the Kindergarten Bridge Program each year, with approximately one participating from Delta Island. \$3,200.00

BENEFITS:

The TUSD – Delta Island School Readiness Program requests a total of \$32,620 for benefits expenses. This amount is calculated using 35% and includes health, dental, and vision insurance; retirement plan (PERS or STRS), and state and federally mandated benefits.

II. OPERATING EXPENSES

A. Rent and Utilities: \$0

B. Communication and Phones: \$450.00

Cell phone usage for the School Readiness Program Specialist is estimated at \$50 per month. This amount multiplied by thirty-six months equals \$1,800. Twenty-five percent of the total amount is \$450.

C. Office Expenses: \$900.00

Office expenses include but are not limited to standard desk supplies such as pens, paper clips, staples, paper, ink cartridges for printers and fax machines, writeable CD's floppy disks, zip disks, file folders, binders, duplicating costs, equipment maintenance, for all staff associated with the project. Office expenses are estimated at \$100 per month for 36 months, a total of \$3,600. Twenty-five percent of the total amount is \$900.

D. Equipment Lease: \$0

E. Equipment Purchase: \$0

F. Travel: \$1,375.00

Travel is for mileage reimbursed at the rate of \$.485 cents per mile or current IRS allowable rate. The School Readiness Program Specialist will receive reimbursement for travel to and from school, to meetings and other destinations visited in fulfilling job duties and responsibilities. It is estimated mileage will average approximately 300 miles per month for 36 months for a total of approximately \$5,500. Twenty-five percent of the total amount is \$1,375.

G. Training and Conference: \$1,000.00

Travel expenses, registration, and other training related expenses for the School Readiness Program Specialist based on FTE allocation to attend workshops, trainings, conferences, and other ECE related events. Approval for any out of state travel, possibly to include High/Scope training at the High/Scope Headquarters in Michigan (the only place found to offer the training so far) for the School Readiness Program Specialist, will have prior written approval from First 5 San Joaquin.

H. Consultants/Subcontractors: \$204,028.00

See attached Budget Request and Budget Justification Narrative for Charterhouse Center for Families.

I. Other:

Kindergarten Bridge Program: \$2,000.00

This amount, \$2,000 is requested to provide the Kindergarten Bridge Program at Delta Island each year. Materials purchased may include but not be limited to healthy snacks for program participants, consumable supplies in addition to outreach expenses. The TUSD Kindergarten Bridge Program will last for approximately six weeks each year and will consist of approximately 4 sessions lasting one or two weeks each. One session will be held at a Delta Island School. The Kindergarten Bridge Program will last approximately 3 hours per day. Approximately 20 - 32 children will be enrolled in each session of the TUSD Kindergarten Bridge Program each year.

Raising a Reader: \$4,000.00

The materials needed to implement the Raising a Reader program will be purchased using funds in this line item in the amount of \$4,000.00. The Raising A Reader program will be facilitated by the Charterhouse Center for Families Parent Educator through home visits with approximately 20 children 0 to 5.

Other: \$63,257.00

First 5 approval will be obtained prior to using funds from this line item.

III. INDIRECT EXPENSES: \$13,980.00

Indirect expenses are budgeted to cover day-to-day administrative and overhead costs to TUSD that are not easily distinguishable to a specific project including but not limited to accounting and fiscal support, human resources support, miscellaneous fees, insurance costs, and other operating expenses.

**San Joaquin County Children and Families Commission – First 5 San Joaquin
Budget Request Form**

Applicant: Charterhouse Center for Families - Parents As Teachers

Program: Tracy Unified - Delta Island School Readiness Program

Period: July 1, 2007 to June 30, 2010

A	B	C	D	E	F	G	H	I
I.	PERSONNEL			% of salary	Total salary	Amount of Col F		Amount of Col F
			36 months	attributed	attributed	requested from	%	provided by
	Position Title		Salary	to program	to program	Commission		other sources
	A. Program Director		\$174,810	3.0%	\$5,245	\$5,245	100%	\$0.00
	B. Parent Educator		\$103,013	100.0%	\$103,013	\$103,013	100%	\$0.00
	C. Controller		\$174,810	3.0%	\$5,245	\$5,245	100%	\$0.00
	Total Personnel Excluding Benefits				\$113,503	\$113,503		\$0.00
	Benefits Percentage			30.0%		\$34,051		
	Total Personnel Including Benefits					\$147,554		
II.	OPERATING EXPENSES					Amount requested from Commission		
	A. Rent and Utilities					\$6,480.00		
	B. Communications/Phones					\$3,539.00		
	C. Office Expenses					\$3,744.00		
	D. Equipment Lease					\$864.00		
	E. Equipment Purchase					\$2,000.00		
	F. Travel					\$11,736.00		
	G. Training/Conferences					\$3,118.00		
	H. Consultants/Subcontractors							
	I. Other, Please describe							
	Program Supplies					\$2,448.00		
	Liability Insurance					\$3,120.00		
	Audit Fees					\$960.00		
	IT Maintenance					\$1,440.00		
	Total Operating Expenses					\$39,449.00		
III.	INDIRECT EXPENSES							
	Indicate % of Personnel, Excluding Benefits (Cannot Exceed 15%)			15.0%		\$17,025.00		
IV.	TOTAL REQUEST					\$204,028.00		

Charterhouse Center for Families
TUSD – Delta Island School Readiness Program

Budget Justification Narrative

Summary

Charterhouse Center for Families is requesting a total of \$204,028 for expenses to be incurred between July 1, 2007 and June 30, 2010. The funds will be used by Charterhouse Center to provide one (1) Full-Time Equivalent (FTE) Parents As Teachers (PAT) Parent Educator for Tracy Joint Unified School District (TUSD) at Delta Island Elementary School. Charterhouse will collaborate with other agencies serving nearby areas by accepting and referring families to the appropriate program.

I. Personnel

The project requests a total of \$147,554 for personnel expenses for this fiscal year. This includes \$113,503 for salaries and \$34,051 for benefits. The request includes funding for the Program Director (3%), one FTE Parent Educator (100%) and Controller (3%). The Executive Director will work with the Program Director to provide fiscal and programmatic oversight; including hiring and evaluating both personnel and program (see indirect costs). Annual employee evaluations may result in a 4% merit increase in July of each year.

A. Program Director: \$5,245.00 (0.03 FTE)

The Program Director will be responsible for the day-to-day management of the program and for all staff with this contract. This will include project implementation, personnel support, staff development and evaluation, promoting program integration and coordination with TUSD staff. The Program Director will maintain liaison with the appropriate staff at the school site and district level. The Program Director has been trained and certified in accordance to Parents As Teachers National Center (PATNC) standards as a PAT Program Supervisor. Other duties will include maintaining a filing system for record keeping (enrollment records, questionnaires, assessments, home visitation records, file reviews, etc.). The Program Director will work with the Lead Agency staff to assure that the program is in accordance with the Scope of Work and Milestones of the program. The project will fund 3% of the Program Director's position. Salaries are calculated as follows: Monthly salary from July 1, 2007 through June 30, 2008 is \$4,667 with a possible 4% increase each year. The

salary for 36 months will be \$174,810 in which \$5,245 ($\$174,810 \times 0.03$) is being requested for this project.

B. Parent Educator: \$103,013.00 (1.0 FTE)

The Parent Educator will be responsible for providing in-home parent education services using the Parents As Teachers curriculum. The Parent Educator (1 FTE) will have a caseload of up to 20 children between the ages of 0 to 5 and will participate in a pre- and post-assessment for each child served. Assessments will include health screenings, developmental screenings and identifying families with special needs using the Ages and Stages Questionnaire (ASQ). Any family identified with an immediate need will be referred to the appropriate resources and noted in the case narratives. In addition, the Parent Educator will be involved in parent group meetings for all parents in the program. The purpose of the meetings is to provide parenting information and offer other community resources. The Parent Educator must also continue with professional development required by PATNC. Trainings, workshops and other development opportunities will be assessed by the Program Director and attended by the Parent Educator. The Parent Educator will have an annual salary of \$33,000 with a possible 4% increase in July of each year.

C. Controller: \$5,245.00 (0.03 FTE)

The Controller position will be required for monthly fiscal monitoring and reporting to TUSD. Duties will include payroll, budget and expense monitoring and accounting needs for the program. The Controller is also responsible for establishing fiscal policies and procedures, GAAP compliancy and maintaining the general ledger. The project will fund 3% of the Controller's position. Salaries are calculated as follows: monthly salary from July 1, 2007 through June 30, 2008 is \$4,667 with a possible 4% increase each year. The salary for 36 months will be \$174,810 in which \$5,245 ($\$174,810 \times 0.03$) is being requested for this project.

Benefits \$34,051

Benefits will include health insurance, dental insurance, vision insurance, life insurance, Social Security/Medicare, State Unemployment Insurance, Worker's Compensation and other

such benefits that may be mandated by state and federal governments. Charterhouse Center for Families also contributes a match of up to 3% of an employee's salary into a SIMPLE IRA. Employee benefits are calculated at 30% of the total salaries:

$$\$113,503 \times 30\% = \$34,051.$$

II. Operating Expenses

Operating expenses will include rent and utilities, communications, office expenses, equipment lease, equipment purchase, travel, training/conferences and certifications and program supplies. Although every attempt has been made to calculate amounts as accurate as possible, there are instances where unexpected increases or decreases may occur. All calculations are based on current costs and available prices. Any budget changes that may occur within the duration of the contract will be addressed to First 5 as soon as possible. Operating expenses are computed using a formula determined by the number of workstations in each program and the total number of programs sharing the costs. This calculates to approximately 0.04 programmatic workstations and will be used for all calculations except where individual usage is needed (such as mileage, cell phones, program supplies, etc.).

A. Rent and Utilities: \$6,480.00

The project requests a total of \$6,480 for rent and utilities. The monthly cost to the agency for rent is \$4,500 in which \$180 is charged to the program per month. This includes utilities, janitorial and maintenance and is calculated as follows:

$$\$4,500 \times 0.04 = \$180 \times 36 \text{ months} = \$6,480.$$

B. Communications/Phones: \$3,539.00

A total of \$3,539 is being requested for communications costs. This will include office phones, cell phones and internet access fees (DSL internet and email). The average cost for office communications for the agency is \$1,000 a month. The monthly cell phone cost per employee is \$55. Calculations are as follows: $\$1,000 \times 0.04 \times 36 \text{ months} = \$1,440$ for communications and $\$55 \times 1.06 \text{ FTE (Program Director 3\%, Parent Educator 100\% and Controller 3\%)} \times 36 \text{ months} = \$2,099$ for cell phones.

$$\text{Totals: } \$1,440 + \$2,099 = \$3,539.$$

C. Office Expenses: \$3,744.00

Office expenses for day to day operations include, but are not limited to standard desktop supplies, materials, postage, shredding services and other supplies needed to effectively run the program. Fees are also incorporated in the office expenses and include payroll fees, alarm licenses and permits. The agency's average cost for office supplies and expenses is \$2,600 per month and is a shared cost between all other programs and departments at Charterhouse Center for Families. ($\$2,600 \times 0.04 \times 36 \text{ months} = \$3,744$)

D. Equipment Lease: \$864.00

Charterhouse Center currently leases a printer and a copier. The agency's monthly cost for both is estimated at \$600. ($\$600 \times 0.04 \times 36 = \864)

E. Equipment Purchase: \$2,000.00

The project budgets \$2,000 for purchase of equipment necessary for efficiently operating the program. Following First 5 guidelines for minimum computer requirements, the project will purchase one computer to be utilized by the Parent Educator to complete reports, case notes and other program-specific duties. The project is budgeting \$1,500 for a computer system and will include the cost of equipment and software licenses. An additional \$500 has been allotted in the event of repairs or replacement of parts for the equipment purchased during the course of this project.

F. Travel: \$11,736.00

Travel allocation is based on the agency's mileage rate of \$0.40 per mile, or up to current IRS rate. Maximum mileage calculations are based on actual mileage claims for program staff from a similar contract. Mileage is calculated for the Parent Educator as follows: 800 miles per month \times \$0.40 \times 36 months = \$11,520. Mileage also includes travel for the Program Director calculated at 500 miles per month \times \$0.40 \times 36 \times 0.03 FTE = \$216. Total = $\$11,520 + \$216 = \$11,736$.

G. Trainings/Conferences: \$3,118.00

Training, conferences and certifications included in this budgeted. Professional development is encouraged by Charterhouse Center for Families and is recommended by PATNC. It is estimated that two trainings a year will be attended by the program staff including the Parent Educator and Program Director at a cost of \$100 each ($1.03 \text{ FTE} \times \$100 = \$103 \times 6 = \618). Trainings will include topics such as evaluation tools and child development. Trainings that are not an exclusive benefit to the First 5 program will be reimbursed based on staff FTE allocations. Training for the Parent Educator is also included in this line item. Approximate cost for PAT training including registration, curriculum, follow-up trainings, travel and possible lodging (depending on location of PATNC Training) is \$2,500. Total cost for trainings and conferences are calculated as follows: $\$618 + \$2,500 = \$3,118$. Any training that occurs outside of California will be coordinated with the Lead Agency and First 5 for approval.

H. Consultants/Subcontractors: \$0

I. Other:

Program Supplies: \$2,448.00

Program Supplies include an estimated cost of \$13 per week per Parent Educator for books, toys and other necessary items to use during home visits. The duration of the program will run for 156 weeks (36 months). Supplies are calculated as follows: $\$13 \times 156 \text{ weeks} = \$2,028$. Parent group meetings and workshops are also part of the program curriculum. A total of 21 workshops will be offered through this project. Healthy snacks will be provided to the parents who attend the meetings. Items such as fresh fruit, juice, water and other nutritious snacks will be offered. Costs for the healthy snacks will not exceed \$20 per workshop or \$420 ($\$20 \times 21$) for the duration of the program. Total cost for program supplies is $\$2,028 + \$420 = \$2,448$.

Liability Insurance: \$3,120.00

Liability Insurance includes commercial, Directors and Officers and property insurance. Total cost to the agency is estimated at \$26,000 annually. Coverage months start in March of the

calendar year through February of the following year. Agency cost is shared for Liability Insurance and is calculated as follow: $\$26,000 \times 0.04 \times 3 \text{ years} = \$3,120$.

Audit Fees: \$960.00

Audit fees are calculated based on previous agency-wide audits and are shared among all agency programs. The expected cost for audits for a 12-month period is \$8,000 in which \$320 will be charged to the program each year ($\$8,000 \times 0.04$). Total cost for this 36-month period is \$960 ($\320×3).

Information Technology Maintenance: \$1,440.00

IT Maintenance is required for system integration and consistency as well as communications. Services include maintenance (troubleshooting and repair) for computer workstations and server, network operations, hardware and software updates, data back-up, technology training and support for staff, website maintenance and all technology-based needs. IT Maintenance will also include cost for parts and repairs as needed that are directly related to the program. The expected cost to the agency is \$1,000 per month with a program cost of ($\$1,000 \times 0.04 \times 36 \text{ months}$) \$1,440. This service is currently performed by Charterhouse Center Program Director.

III. Indirect Expenses

The project budgets \$17,025 of indirect expenses which is calculated at 15% of the personnel costs before benefits. As outlined in our policy for indirect costs, expenditures not directly budgeted in this contract but are directly related to the program will fall into this category. This will cover day-to-day administrative and overhead costs of Charterhouse Center for Families that are not easily allocated to a specific project. These costs will include, but are not limited to fiscal and programmatic oversight, human resources support, clerical support, miscellaneous fees, memberships to Chambers of Commerce and other operating expenses. Indirect costs also include the use of other furniture and equipment already available at Charterhouse Center for Families.



EDUCATIONAL SERVICES MEMORANDUM

To: Dr. James Franco, Superintendent
From: *JS* Dr. Sheila Harrison, Assistant Superintendent of Educational Services
Date: May 28, 2007
Re: Approve Amendment to Service Agreement with Tracy Mental Health Center for Counseling Services

Background: The Prevention Services Office coordinates the Safe and Drug Free Schools and Community Programs which oversees mandatory counseling for substance abuse and anger management. Tracy Mental Health Center offers courses that are accepted by the California Department of Education and the U.S. Department of Education. On August 22, 2006, the Board of Trustees approved a service agreement with Tracy Mental Health Center for counseling services for the 2006-2007 school year.

Rationale: During the 2006-2007 school year, it has become apparent that the contract approved by the Board of Trustees did not include the necessary preparation time for the classes. Each class needs fifteen minutes of preparation time for the ninety minute class. In order to compensate Tracy Mental Health for the preparation time for the classes that began in September 2006 and will continue to June 1, 2007, there is a need to amend the service agreement. The amended service agreement states that Tracy Mental Health will receive compensation for the fifteen minutes of preparation, at \$15 per ninety minute class. The original service agreement allocated \$13,860 for the classes and will be able to cover this increase to the service agreement. This agenda item meets Strategic Goal #4, Developing the Whole Student.

Funding: Safe Schools Grant not to exceed \$13,860.

Recommendation: Approve Amendment to Service Agreement with Tracy Mental Health Center for Counseling Services

Prepared by: Joan E. Stone, Coordinator of Prevention Services Office

TRACY UNIFIED SCHOOL DISTRICT

1876 W. Lowell Ave., Tracy, California 95376

Addendum to:**AGREEMENT FOR SPECIAL CONTRACT SERVICES**

This agreement, by and between 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: Psychoeducational group counseling for high school and middle school students referred through the District Disciplinary Review Board or Site Administration for mandatory substance abuse counseling, anger management and other special needs.
2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 40 weeks () HOURS/DAY(s) (circle one), under the terms of this agreement at the following location 35 E. 10th Street, Tracy, Ca.
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
 - a. District shall pay \$ 60.00 per hr (+\$15 per class for preparation & student supervision) per HOUR/DAY/FLAT RATE (circle one), not to exceed a total of \$13,860. 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 September 1, 2006, and shall terminate on June 1, 2007.
5. This agreement may be terminated at any time during the term by either party upon thirty days written notice.
6. Contractor shall contact the District's designee, Joan E. Stone, Coordinator at (209) 880-8218 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.
7. The parties intend that an independent contractor relationship be created by this contract and District assumes no responsibility for workers' compensation liability. District likewise assumes no

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

Agreement for Special Contract Services - Page 2

Contractor agrees to hold harmless and to indemnify District for:

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

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

AGREED:

Regina Nordman
Consultant Signature (1)

Social Security Number (2)

Date

Executive Director
Title Tracy Mental Health Services

35 E. 10th Street
Address

Tracy, Ca. 95376

Tracy Unified School District
Tracy Unified School District

Date

Title Safe & Drug Free Title 4
TUPEMS SAFE Schools Grant

Account Number to be Charged

Prevention Services Office
Department/Site Approval

Joan E. Stone
Budget Approval

Date Approved by the Board

Send all copies to the Business Office:

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

File: CntretSrvcs.dot
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EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: ~~Dr. James Franco~~ Dr. Sheila Harrison, Assistant Superintendent of Educational Services
DATE: May 22, 2007
SUBJECT: 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)

BACKGROUND: The PLAY Block Grant combines funding for the fifth and final year of the School Readiness District Coordinator grant, SRDC, (\$110,000.00) with funding for the second and third of five years of the Playful Learning Adventures for Young Children grant, PLAY, (\$1,806,220.00). The combination of the funds for these grants for a two year period was done for several reasons including minimizing duplication in documentation, reporting, and other paperwork requirements; to allow the extensive, time-consuming renewal process to be completed every other year instead of yearly (the process takes approximately five months); and to extend the services, programs, and events provided through the SRDC program for an additional year.

RATIONALE: Approving the contract for the PLAY Block Grant will allow TUSD to continue to provide services including preschool, resource and referral, parenting support, health and social services to children age zero to five and their parents and early care and education providers in Tracy. This agenda item meets Strategic Goal #4: Developing the Whole Student and Strategic Goal #6: Partnerships.

FUNDING: There is no cost to the District; the District will receive up to \$1,916,220.00 from First 5 San Joaquin for the period July 1, 2007 through June 30, 2009.

RECOMMENDATION: 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)

Prepared by: Brandi Harrold, School Readiness Program Specialist

AGREEMENT

This AGREEMENT made and entered into this 26th day of June, 2007, by and between COUNTY OF SAN JOAQUIN, a political subdivision of the State of California, acting through the **Children and Families Commission**, (hereinafter "COUNTY"), and **Tracy Joint Unified School District** (hereinafter "CONTRACTOR") whose principle place of business is at 1875 W. Lowell Avenue, Tracy, CA 95376.

RECITALS

1. The San Joaquin County Children and Families Commission has reviewed and recommended that COUNTY enter into an Agreement with CONTRACTOR as set forth below.
2. CONTRACTOR proposes to conduct **Tracy Block**, as set forth in Exhibit "A", attached hereto and incorporated herein, hereinafter described as the "Program," and
3. COUNTY and CONTRACTOR are desirous of entering into an Agreement to memorialize the rights, duties, and obligations of each toward the other in connection with the services that CONTRACTOR will provide.

NOW THEREFORE, in consideration of the charges, fees, mutual covenants and conditions contained herein, COUNTY and CONTRACTOR hereby agree as follows:

1. TERMS OF THE AGREEMENT

The term of this Agreement is from July 1, 2007 to June 30, 2009. Nothing in this Agreement shall be interpreted as requiring either party to renew or extend this Agreement.

2. SCOPE OF WORK

The services to be performed by CONTRACTOR under this Agreement shall include, but are not limited to, those items described in the Scope of Work, set forth in Exhibit "A", attached hereto and incorporated herein. In cases of ambiguity, the San Joaquin County Children and Families Commission Program Coordinator may interpret the Scope of Work by using CONTRACTOR's proposal and letters of clarification, copies of which documents are on file in the Program Coordinator's office.

3. FISCAL PROVISIONS

- A. COUNTY shall pay CONTRACTOR an amount not to exceed \$1,916,220.
- B. The total Agreement amount shall not exceed a total of \$1,916,220. The basis for this Agreement shall be cost reimbursement. CONTRACTOR shall submit an Itemized Budget Expenditure Report (IBER) with supporting backup documentation on a monthly or quarterly basis, at the direction of the Program Coordinator. Payment shall not exceed CONTRACTOR's actual costs. The payment of the cost of services shall be adjusted to actual cost or maximum Agreement, whichever is less, at the end of Agreement period. Payment shall be made in accordance with the Program Budget marked Exhibit "B" and attached hereto.
- C. CONTRACTOR, with the prior written approval of Children and Families Program Coordinator, may make line item changes to the budget, as long as such changes do not change the total funding in the Agreement.

4. INDEPENDENT CONTRACTOR

In the performance of work duties and obligations imposed by this Agreement, CONTRACTOR is at all times acting as an independent CONTRACTOR and not as an employee of COUNTY. CONTRACTOR shall perform CONTRACTOR's work in strict accordance with approved methods and standards of practice in CONTRACTOR's professional specialty. The sole interest of COUNTY is to assure that CONTRACTOR's services are rendered in a competent and efficient manner in order to maintain the high standards of COUNTY. CONTRACTOR shall not have any claim under this Agreement or otherwise against COUNTY for vacation, sick leave, retirement benefits, social security or workers' compensation benefits. CONTRACTOR acknowledges the fact that it is an independent CONTRACTOR and is in no way to be construed as an employee of COUNTY, nor are any of the persons employed by CONTRACTOR to be so construed.

5. STANDARD OF PERFORMANCE

CONTRACTOR shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in California. All products of whatsoever nature, which CONTRACTOR delivers to COUNTY pursuant to this Agreement, shall be prepared in a professional manner and conform to the standards of quality normally observed by a person practicing in CONTRACTOR's profession.

6. **CONTRACTOR RESPONSIBILITIES**

- A. **Evaluation Plan** CONTRACTOR shall be required to develop and/or revise the Project's Evaluation Plan in conjunction with the COUNTY's evaluation consultant.
- B. **Data Input** CONTRACTOR shall be required to participate in pertinent training and input data into an Internet based or other data collection system as required by the COUNTY.
- C. **Reporting** CONTRACTOR shall submit monthly, quarterly and annual reports related to evaluation as required by the COUNTY.
- D. **Confidentiality** CONTRACTOR shall have a policy on confidentiality and will not use or disclose any information concerning eligible individuals who receive services through this program for any purpose not connected with the administration of CONTRACTOR's or COUNTY's responsibilities under this project except with the informed written consent of the eligible individuals.
- E. **Access** CONTRACTOR shall provide access to COUNTY staff and consultants to programmatic and client records. CONTRACTOR shall not refuse access to the records on the basis of confidentiality. The California Children and Families Act provides that identifiable confidential information may be released to the extent necessary for the provision of services.
- F. **Fees** CONTRACTOR shall not impose or collect from participants any fees for services.
- G. **Compliance** CONTRACTOR shall comply with COUNTY policies and procedures.

7. **GENERAL PROVISIONS**

- A. **Modifications or Amendments** This Agreement may be modified or amended only by a subsequent written agreement signed by both parties.
- B. **Compliance with Applicable Statutes, Ordinances and Regulations** CONTRACTOR shall comply with the applicable Federal, State, County and local laws in performance of work under this Agreement. During the performance of this Agreement, CONTRACTOR shall comply with all Federal, State, County and local laws, rules, and regulations applicable to its performance under this Agreement. If Federal, State, County or local laws, rules, regulations or guidelines

touching upon this Agreement be adopted or revised during the term hereof, CONTRACTOR shall comply with them or notify COUNTY, in writing, that it cannot so comply so that COUNTY may take appropriate action.

- i. Certify that it is a non-discrimination employer pursuant to Title 11, Chapter 5 to the California Code of Regulations.
- ii. Comply with the minimum wage and maximum hours provision of the Federal Fair Labor Standards Act.
- iii. Assume all responsibility for complying with the Drug-Free Workplace Act of 1988, 45 CFR, Part 76, and Sub-part F. This Agreement may be modified or amended only in writing signed by both parties.

C. **Compliance with Immigration Law** CONTRACTOR shall employ only individuals who are in compliance with any and all current laws and regulations of the U.S. Dept. of Homeland Security, U.S. Citizenship and Immigration Service.

D. **Drug Free Workplace** CONTRACTOR shall comply with the provisions of Government Code section 8350 et seq., otherwise known as the Drug-Free Workplace Act.

E. **Licenses and Permits** CONTRACTOR represents and warrants to COUNTY that CONTRACTOR has all licenses, permits, certificates, qualifications and approvals of whatsoever nature, which are legally required for CONTRACTOR to practice its profession.

F. **Conflict of Interest**

- i. CONTRACTOR has read and is aware of the provisions of Sections 1090 et seq. and 87100 et seq. of the Government Code relating to conflict of interest of public officers and employees and agrees to be bound thereby. CONTRACTOR certifies that it is unaware of any financial or economic interest of any public officer or employee of COUNTY relating to this Agreement which would constitute violations of the foregoing sections of the Government Code. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement, COUNTY may immediately terminate this Agreement by giving written notice thereof.

- ii. CONTRACTOR certifies that its employees and officers of its governing body shall avoid any actual or potential conflicts of interest and that no officer or employee who exercises any functions or responsibilities in connection with this Agreement shall have any personal financial interest, as statutorily defined, which either directly or indirectly arises from this Agreement.
- iii. CONTRACTOR shall establish safeguards to prohibit its employees or its officers from using their positions for a purpose that could result in private gain or that gives the appearance of being motivated for private gain for themselves or others, particularly those with whom they have family or business ties.

G. **Confidentiality** CONTRACTOR shall:

- i. Have a policy on confidentiality and will not use or disclose any information concerning eligible individuals who receive service through this program for any purpose not connected with the administration of CONTRACTOR's or COUNTY's responsibilities under this project except with the informed written consent of the eligible individuals.
- ii. Not publish or disclose, or use or permit, or cause to be published, disclosed or used, any confidential information pertaining to an applicant or recipient of program services.
- iii. Provide access to COUNTY staff and consultants to programmatic and client records. CONTRACTOR shall not refuse access to the records on the basis of confidentiality. The California Children and Families Act provides that identifiable confidential information may be released to the extent necessary for the provision of services.

H. **Non-Exclusive Rights** This Agreement does not grant to CONTRACTOR any exclusive privileges or rights to provide services to COUNTY. COUNTY may contract with other counties, private companies or individuals for similar services.

I. **Assignment** This Agreement is binding upon COUNTY and CONTRACTOR and their successors. Except as otherwise provided herein, neither COUNTY nor CONTRACTOR shall assign, sublet or transfer its interest in this Agreement or any part thereof or delegate its duties hereunder without the prior written consent of the other. Any assignment, transfer, or delegation made without such written consent shall be void and shall be a material breach of this Agreement

J. Termination

- i. **Cause** If CONTRACTOR materially breaches the terms of this Agreement, COUNTY shall have the following alternative remedies:
 - a. Terminate the Agreement with CONTRACTOR subject to any regulatory required notice of termination.
 - b. Complete the unfinished work, under this Agreement, with a different CONTRACTOR.
 - c. All other remedies provided by law.
- ii. **For Convenience.** Either party to this Agreement may for any reason terminate this Agreement at any time by giving to the other party thirty (30) day's written notice of such termination. Termination shall have no effect upon the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of such termination.
- iii. **Disputes** CONTRACTOR shall continue with the responsibilities under this Agreement during any dispute.

K. **Governing Law** The laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and shall also govern the interpretation of this Agreement.

L. **Venue** Venue for any action arising out of this Agreement shall be COUNTY of San Joaquin, California.

M. **Indemnification** CONTRACTOR agrees that it shall indemnify, defend and hold harmless COUNTY, its agents, elected officials, officers, volunteers, authorized representatives and employees from any and all losses, liabilities, costs, expenses, charges, damages, claims, liens, and causes of actions, of whatsoever kind or nature, including, but not limited to, reasonable attorney's fees, which are in any manner directly or indirectly caused, occasioned or contributed to in whole or in part, through any act, omission, fault or negligence, whether active or passive, of CONTRACTOR or CONTRACTOR's officers, agents, employees or authorized representatives, which relates in any manner to this Agreement, any work to be performed by CONTRACTOR arising from the operation of this Agreement, or any authority delegated to CONTRACTOR under this Agreement, even though the same may have resulted from the joint, concurring or contributory negligence, whether active or passive, of COUNTY or any other person or persons, except those injuries or damages that are the result of willful acts or the sole negligence of COUNTY, its officers, agent or employees.

Without limiting the generality of the foregoing, the same shall include injury or death to any person or persons and damage to any property, regardless of where located, including the property of COUNTY, and any liability of COUNTY for private attorney general fee awards. It is further expressly understood and agreed that the duty to indemnify shall include, but not be limited to, any internal costs for staff time, investigation costs and expenses, and fees of County Counsel reasonably incurred as a result of any act, omission, fault or negligence, whether active or passive, of CONTRACTOR or CONTRACTOR's officers, agents, employees or authorized representatives, which relates in any manner to this Agreement, any work to be performed by CONTRACTOR under this Agreement, or any authority delegated to CONTRACTOR under this Agreement.

N. **Insurance Requirements** During the term of this Agreement, CONTRACTOR shall maintain and carry in full force insurance of the following types and minimum amounts with a company or companies as are acceptable to COUNTY, insuring CONTRACTOR while CONTRACTOR is performing duties under this Agreement:

- i. **Workers' Compensation** A program of Workers' Compensation Insurance or a state-approved self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including employer's liability with one million dollar (\$1,000,000) limits, covering all persons providing services on behalf of CONTRACTOR and all risks to such persons under this Agreement.
- ii. **Comprehensive General Liability Insurance** The policy shall have combined single limits for bodily injury and property damage of not less than one million dollars (\$1,000,000), single limited liability.
- iii. **Automobile Liability** CONTRACTOR agrees to hold harmless and indemnify COUNTY for any and all liabilities associated with the use of any automobiles in relation to tasks associated with this Agreement.
- iv. **Additional Named Insured** All policies, except for workers' compensation, shall contain additional endorsements naming COUNTY and its officers, employees, agents, servants and volunteers as additional insureds with respect to liabilities arising out of performance of services.

- v. **Policies Primary and Non-Contributory** All policies required above are to be primary and non-contributory with any self-insurance programs carried or administered by COUNTY.
- vi. **Proof of Coverage** CONTRACTOR shall immediately furnish certificates of insurance to COUNTY department administering the contract evidencing the insurance coverage, including endorsements above required, prior to the commencement of performance of services, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) day's written notice to COUNTY. CONTRACTOR shall maintain such insurance from the time CONTRACTOR commences performance of services hereunder until the completion of such services. Within thirty (30) days of the commencement of this Agreement, CONTRACTOR shall furnish certified copies of the policies and all endorsements. If COUNTY elects to renew this Agreement, CONTRACTOR shall provide COUNTY with certified copies of the policies and all endorsements for each additional term of this Agreement. All insurance shall be in a company or companies authorized by law to transact insurance business in the State of California.
- vii. **Payment Withheld** If CONTRACTOR does not obtain the described insurance, or if COUNTY is not furnished at the time specified with the requisite insurance certificates, or if the described insurance is terminated, altered, or changed in a manner not acceptable to COUNTY, COUNTY may withhold payments to CONTRACTOR or terminate this Agreement.
- viii. **Liability** Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve CONTRACTOR from liability in excess of such coverage, nor shall it preclude COUNTY from taking such other actions as are available to it under any other provision of this Agreement or otherwise in law.
- O. **Entire Agreement** This document contains the entire Agreement between the parties and supercedes oral or written understanding they may have had prior to the execution of this Agreement. If any ambiguity is created between this Agreement and its exhibits, this Agreement shall prevail.
- P. **Severability** Each paragraph and provision of this Agreement is severable, and if one or more paragraphs or provisions are declared invalid, the remaining provisions of this Agreement will remain in full force and effect.

- Q. **Enforcement of Remedies** No right or remedy herein conferred on or reserved to COUNTY is exclusive of any other right or remedy herein or by law or equity provided or permitted but each shall be cumulative of every other right or remedy given hereunder or now or hereafter existing by law or in equity or by statute or otherwise, and may be enforced concurrently or from time to time.
- R. **Modification and Waiver** No supplement, modification, or waiver of this Agreement shall be binding unless executed in writing by the party to be bound thereby. No waiver of any of the provisions of this Agreement shall be deemed to or shall constitute a waiver of any other provisions hereof (whether or not similar), nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.
- S. **Exhibits to Contract** Additional provisions shall be attached hereto and incorporated herein as sequentially numbered exhibits and shall have the same force and effect as set forth in this Agreement.
- T. **Headings** Paragraph headings are not to be considered a part of this Agreement and are included solely for convenience of reference and are not intended to be full or accurate description of the contents thereof.
- U. **Force Majeure** Without affecting any right of termination set forth in this Agreement, either party may suspend this Agreement at any time because of strike of its personnel, war, declaration of state of national emergency, acts of God, or other cause beyond the control of the party, by giving the other party written notice of, and reason for, the suspension.
- V. **Audit** CONTRACTOR agrees that COUNTY or its designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. CONTRACTOR agrees to maintain such records for possible audit for a minimum of five (5) years after final payment, unless a longer period of records retention is stipulated. CONTRACTOR agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, CONTRACTOR agrees to include a similar right of COUNTY to audit records and interview staff in any subcontract related to performance of this Agreement.
- i. CONTRACTOR shall maintain accurate and complete records including a physical inventory of employee payroll time sheets. These records shall be preserved in accordance with recognized commercial accounting practices so they may be readily audited and shall be held until costs have been finally determined under

this Agreement and payment or final adjustment of payment has been made.

- ii. CONTRACTOR shall permit COUNTY to examine and audit these records and all supporting records at all reasonable times. Audits shall be made not later than (a) five calendar years after completion of services rendered or (b) five calendar years after expiration date of this Agreement, whichever comes later.

CONTRACTOR: Tracy Joint Unified School District
Tracy Block
1875 W. Lowell Avenue
Tracy, CA 95376

COUNTY: COUNTY OF SAN JOAQUIN
CHILDREN AND FAMILIES COMMISSION
11 S. San Joaquin Street, Suite 301
Stockton, CA 95202

IN WITNESS OF THEIR AGREEMENT to the terms and conditions set forth above, COUNTY OF SAN JOAQUIN and Tracy Joint Unified School District have placed their signatures below:

ATTEST: LOIS M. SAHYOUN
Clerk of the Board of Supervisors
of COUNTY of San Joaquin
State of California

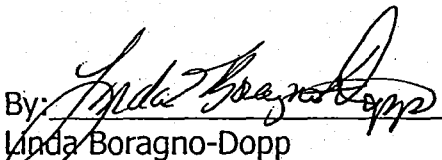
COUNTY OF SAN JOAQUIN, a
political subdivision of the State
of California

By: _____
Deputy Clerk

By: _____
Victor Mow
Chairman Board of Supervisors

APPROVED AS TO FORM:
OFFICE OF COUNTY COUNSEL

By: _____
County Counsel

By:  _____
Linda Boragno-Dopp
Director of Alternative Programs

94-105-5500
Federal ID#

Exhibit "A"
Scope of Work

Agency: Tracy Joint Unified School District	
Program: PLAY School Readiness Block Grant	
Early Care and Education	
Objective:	Increase access to child care
Strategy:	Provide preschool spaces to parents who do not qualify for assistance
Short-term Outcome(s):	Increase in the number of programs providing preschool spaces to parents who do not qualify for assistance Increase in the number of preschool spaces to parents who do not qualify for assistance
Objective:	Increase quality child care
Strategy:	Development and implementation of a culturally and/or developmentally appropriate preschool program.
Short-term Outcome(s):	Increase in the number of child care providers who implement a culturally and/or developmentally appropriate preschool curriculum. Increase in the number of children ages 0-5 receiving a developmentally appropriate preschool curriculum. Increase in the Environmental Rating Scales (ECERS, ITERS, or FDCRS) for child care providers implementing a culturally appropriate curriculum. Increase in the Desired Results Developmental Profile scores for children receiving a developmentally appropriate curriculum.
Parenting and Family Support	
Objective:	Reduce child abuse/domestic violence
Strategy:	Provide a home visitation program that focuses on areas and populations of high need and include parent stress relief and support, as well as increasing parent knowledge of child development norms.
Short-term Outcome(s):	Increase in the number of home visitation programs offered to families with children ages 0-5 at risk, including exposed to child abuse/domestic violence focused on parent stress relieve and support, as well as increasing parent knowledge of child development norms Increase in the number of families with children ages 0-5 at risk, including exposed to child abuse/domestic violence who receive services from a home visitation program focused on parent stress relief and support, as well as increasing parent knowledge of child development norms Increase in the number of families with children ages 0-5 at risk, including exposed to child abuse/domestic violence who use adequate parenting skills
Health and Social Services	

Exhibit "A"
Scope of Work

Objective: Prevent and/or decrease chronic childhood disease
Strategy: Provide programs on the benefits of breastfeeding as well as solutions/support for breastfeeding challenges
Short-term Outcome(s): Increase in the number of program offered to prenatal and parenting mothers on the benefits of breastfeeding as well as solutions/support for breastfeeding challenges. Increase in the number of prenatal and parenting mothers who participate in programs on the benefits of breastfeeding as well as solutions/support for breastfeeding challenges.
Objective: Increase access to a medical home
Strategy: Provide education and outreach focusing on the importance of regular, preventative health care.
Short-term Outcome(s): Increase in the number of programs providing education and outreach to families with children ages 0-5 focusing on the importance of regular, preventative health care Increase in the number of families with children ages 0-5 receiving services on the importance of regular, preventative health care Increase the number of families with children ages 0-5 with comprehensive health insurance

Exhibit "A"
Scope of Work

School/Community Capacity
Objective: Improve/establish link and communication among the schools, early childhood education community and the family
Strategy: Kindergarten transition program
Short-term Outcome(s): Increase in the number of children who participate in a kindergarten camp
School/Community Capacity
Objective: Improve/establish link and communication among the schools, early childhood education community and the family
Strategy: Create and implement a plan of articulation between preschools, the child care community and kindergartens
Short-term Outcome(s): Increase in the number of programs offering articulation meetings
School/Community Capacity
Objective: Improved service delivery
Strategy: Provide a research based comprehensive case management model
Short-term Outcome(s): Increase in the number of programs implementing a comprehensive case management model
School/Community Capacity
Objective: Communities have adequate service capacity that is effective, coordinated, integrated and sustainable
Strategy: Fund programs to provide information and referral services
Short-term Outcome(s): Increase in the number of programs funded to provide information and referral services
Program Infrastructure, Administration and Evaluation
Objective: Increased accountability for results
Strategy: Encourage data to be used for program refinements and future program planning
Short-term Outcome(s): Data is used for program refinements and future program planning efforts

SCOPE OF WORK

Agency: Tracy Joint Unified School District		
Program: PLAY School Readiness Block Grant		

Description of Major Activities (Milestones)	Method	Evaluation Methods
<p>1. Tracy Unified School District (TUSD) staff including School Readiness Program Specialist (SRPS), Clerk/Typist, Site Supervisor, Preschool Instructor(s), and/or Preschool Para Educator(s) will provide preschool spaces to parents who do not qualify for assistance.</p> <p>Type of Measurement: Units - children enrolled</p> <p>Annual Target: 48</p> <p>Start Date: 07/01/07</p> <p>Target Date: 06/30/09</p>	<p>The PLAY Program Preschool will follow the TUSD traditional school schedule. The daily class schedule will correspond to the daily schedule of North Elementary School, resulting in a slight variation of hours of class per day. The PLAY Program Preschool will offer 525 hours of instruction per year and will be taught by Site Supervisor, Preschool Instructor, and/or Preschool Para Educator with a ratio of 1 to 8.</p> <p>TUSD PLAY Program Clerk/Typist will recruit and enroll families per policies and procedures established in coordination with First 5. Once a class is full, eligible families will be placed on a priority list. The PLAY Program Preschool will enroll families from the priority list throughout the year as spaces become available.</p> <p>Children in the PLAY Program Preschool will be educated using the High/Scope Curriculum with an emphasis on phonemic awareness.</p> <p>The Desired Results System will be utilized in the PLAY Program Preschool as follows:</p> <ul style="list-style-type: none"> • Preschool teachers will assess each child within 60 days of enrollment and again six months later using the Desired Results Developmental Profile - Revised (DRDP-R) Preschool Instrument. • Results of the DRDP-R will be shared with each family during individual parent conferences. During the parent conference, PLAY Program Preschool staff and the parent(s) will collaborate to develop three developmental goals and then discuss activities and strategies for helping the child accomplish these goals at home and at school. • Parents will be asked to complete the Desired Results Parent Survey. Results of these surveys will be compiled using the Desired Results Parent Survey Group Data Summary and Desired Results Parent Survey Tally Sheet Overview Chart. PLAY Program Preschool staff and administration will complete the Parent Survey Summary of Findings based on the information collected. • Outside evaluators will observe the PLAY Program Preschool and will administer the Early Childhood Environmental Rating Scale - Revised (ECERS- 	<ul style="list-style-type: none"> • First 5 Enrollment & Attendance Register submitted with fiscal reports • Desired Results Group Data Summaries (emailed to evaluator twice during the academic year) • Aggregate Data submitted quarterly to First 5 • First 5 Client Consent Forms (on file) • Desired Results System (on file) • Student files (on file) • Lesson plans (on file) • D3 (Detailed Demographic Data) submitted annually to First 5 • Ages and Stages Questionnaire Score Summary forms (on file), and ASQ Tally Tool submitted quarterly to First 5

Exhibit "A"
SCOPE OF WORK

Description of Major Activities (Milestones)	Method	Evaluation Methods
	<p>R) as needed. The ECERS-R score will be shared with PLAY Program Preschool staff and administration. PLAY Program Preschool staff and administration will collaborate to complete the Environment Rating Scale Summary of Findings. This Environment Rating Scale Summary of Findings will be reviewed and updated regularly.</p> <p>PLAY Program Preschool staff and administration will provide the Ages and Stages Questionnaire (ASQ) developmental screening tool to all families of children enrolled in the PLAY Program Preschool, excluding those who have an IEP (Individualized Education Plan), within sixty days of entrance into the Preschool Program. Documentation will include record of referrals to special need service(s).</p>	
<p>2. PLAY Program administration, including administration of partner agencies, will provide articulation and training opportunities for early care and education providers, including but not limited to PLAY Program Preschool staff, FRRC Parent Educators, Healthy Connections staff, pre-kindergarten staff, k-3 teaching staff, special education staff, Head Start staff, and licensed and license-exempt child care providers.</p> <p>Type of Measurement: Units - trainings</p> <p>Annual Target: 10 Start Date: 07/01/07 Target Date: 06/30/09</p>	<p>PLAY Program administration will schedule, organize, outreach, and maintain registration and attendance records for staff development trainings, workshops, and/or other events. These events will be facilitated by PLAY Program administration, including partner agencies' administrators, and/or representatives from other agencies and will focus on school readiness topics including but not limited to kindergarten transition activities for children, preschool learning foundations, kindergarten expectations and kindergarten content standards, Desired Results System, GEMS/PEACHES, literacy, program articulation, High/Scope, Ages and Stages Questionnaire.</p>	<ul style="list-style-type: none"> • Sign-in Sheets • Aggregate data submitted quarterly to First 5 • Quarterly schedule • Flyers submitted to First 5 for approval • Meeting handouts including agenda (on file)
<p>3. Healthy Connections staff will provide Mommy & Me support groups which focus on the benefits of breastfeeding as well as solutions for breastfeeding challenges.</p> <p>Type of Measurement: Units - clients served</p> <p>Annual Target: 25</p>	<p>A Sutter Tracy Community Hospital (STCH) nurse or Lactation Consultant will make an initial in-hospital visit to every mother within 24 hours of giving birth and will refer her to the Healthy Connections Resource Specialist for assistance as needed. The Resource Specialist will receive referrals from San Joaquin General and other hospitals and agencies and will facilitate parent enrollment in the Mommy & Me Program. The Social Worker and Lactation Consultants co-lead 3 weekly support groups for 50 weeks annually. Weekly support groups include one open group, one for mothers with limited social support systems and one facilitated in Spanish.</p>	<ul style="list-style-type: none"> • Sign-in Sheets • Aggregate data submitted quarterly to First 5 • Quarterly schedule • First 5 Client Consent Forms (on file) • Flyers submitted to First 5 for approval

Exhibit "A"
SCOPE OF WORK

Description of Major Activities (Milestones)	Method	Evaluation Methods
Start Date: 07/01/07 Target Date: 06/30/09		
4. PLAY Program Staff will provide comprehensive health insurance screening and referral to all families served through the PLAY Program Type of Measurement: Units – families screened Annual Target: 300 Start Date: 07/01/07 Target Date: 06/30/09	PLAY Program staff including the teaching and administrative staff from the PLAY Program Preschool, Parent Educators from Family Resource and Referral Center (FRRRC), and STCH Healthy Connections staff will follow First 5 San Joaquin protocol to screen all families of children age 0-5 for health insurance. Documentation will include the referral of uninsured children to Charterhouse Center for Families at Healthy Connections.	Health Insurance Screening Tally Tool submitted quarterly to First 5
5. Family Resource and Referral Center Parent Educators will provide the Parents as Teachers Home Visitation Program. Type of Measurement: Units – children served Annual Target: 60 Start Date: 07/01/07 Target Date: 06/30/09	<p>Three parent educators will work with children 0 to 5; two Parent Educators will be able to provide services in Spanish.</p> <p>Parent Educators will conduct outreach to locate eligible families and will maintain a caseload of 20 children. Parent Educators will make weekly visits for a nine-month period and then continue to work with the family once or twice monthly for the remainder of the year. Each visit will be one hour in length and will include age and developmentally appropriate activities for the child/children and a parent component that will focus on enhancing parenting skills and promoting interaction in accordance with the <i>Born to Learn</i> curriculum.</p> <p>The Life Skills Progression Index (LSP) will be conducted at intake, within thirty days of date of intake and every six months with each family to identify families in need of case management services.</p> <p>Parent Educators will provide comprehensive developmental screening for each child within sixty days of entrance into the PAT Program. Parent Educators will work with parents in completing the appropriate Ages and Stages Questionnaire and will make referrals for further assessment when scores indicate a possible developmental delay. Documentation will include record of referrals to special need service(s). Parent Educators will receive training prior to administering the assessment tool.</p>	<ul style="list-style-type: none"> • Case files (on file) • Aggregate data submitted quarterly to First 5 • First 5 Client Consent Forms (on file) • Home Visit Logs • Referral Log and/or Intake Form (on file) • D3 (Detailed Demographic Data) submitted annually to First 5 • Ages and Stages Questionnaires (on file), Score Summary forms (on file), and ASQ Tally Tool submitted quarterly to First 5 • Life Skills Progression Tool (on file) • LSP Data Entry Form submitted quarterly to First 5

Exhibit "A"
SCOPE OF WORK

Description of Major Activities (Milestones)	Method	Evaluation Methods
<p>6. Healthy Connections will provide the PRICE (Positivity, Responsible, Influence, Consequences, Encouragement) Parenting Program which will increase the number of families with children ages 0 to 5 who use age appropriate parenting skills.</p> <p>Type of Measurement: Units - clients served</p> <p>Annual Target: 15 Start Date: 07/01/07 Target Date: 06/30/09</p>	<p>The STCH Social Worker and co-facilitator will facilitate 5 series of the PRICE Parenting Program. A PRICE program series consists of one two-hour session per week for six weeks in which participants will be offered guidelines for healthy family interaction. Skills taught will include assertive communication or alternatives to yelling and hitting, limit setting and follow through, logical consequences and building self-esteem. Parents will discuss and practice these skills in class before applying them each week at home. Early literacy activities will be provided each week.</p> <p>A support network of families will be encouraged and developed that can potentially last beyond the formal training sessions. Upon enrollment in this course, parents will be invited to participate in Healthy Connections' ongoing activities and engage in health promotion projects in the community.</p>	<ul style="list-style-type: none"> • Sign-in sheets • Aggregate data submitted quarterly to First 5 • Quarterly schedule • Flyers submitted to First 5 for approval • Participant Pre & Post Tests - Use of the developed tool provided with the PRICE curriculum (on file) • First 5 Client Consent Forms (on file)
<p>7. The PLAY Program will increase parental involvement in school activities by providing multiple opportunities for parents to become involved.</p> <p>Type of Measurement: Units - events</p> <p>Annual Target: 18 Start Date: 07/01/07 Target Date: 06/30/09</p>	<p>PLAY Program staff, including partner agencies, will collaborate to plan, outreach, and facilitate monthly parent participation opportunities during the school year including but not limited to workshops, presentations, screening opportunities and family learning events. These parent participation events may be duplicative of staff development opportunities where parent and professional interests coincide.</p> <p>PLAY Program staff will continue to facilitate the PLAY Program Advisory Committee (PLAY-PAC). The PLAY-PAC will meet approximately 8 times per year to solicit input from program participants about the program, analyze program data, monitor progress toward goals, and disseminate information to interested parties.</p>	<ul style="list-style-type: none"> • Sign-in Sheets • Aggregate data submitted quarterly to First 5 • Quarterly schedule • Flyers submitted to First 5 for approval • Meeting handouts including agenda (on file)
<p>8. TUSD School Readiness Program Specialist and program staff will provide the Kindergarten Bridge Program, a transition to kindergarten camp targeting children entering kindergarten who lack preschool experience.</p> <p>Type of Measurement: Units - children served</p> <p>Annual Target: 200 Start Date: 07/01/07 Target Date: 06/30/09</p>	<p>The School Readiness Program Specialist will organize and implement Kindergarten Bridge Programs at four TUSD elementary schools. The programs will be one or two weeks in duration and will last for 3 hours each day. The Kindergarten Bridge Program will first target children with prior identification of at-risk status (ex. SST, previous intervention, at-risk sibling, no preschool) throughout Tracy Unified School District. Children will be identified through collaboration with elementary schools and from data collected through the School Readiness Program Kindergarten Registration Packet Insert.</p> <p>The School Readiness Program Specialist will administer the Ages and Stages Questionnaire (ASQ) developmental screening tool to all children enrolled in the Kindergarten Bridge Program, excluding those who have an existing IEP (Individualized Education Plan). Documentation will include record of referrals to</p>	<ul style="list-style-type: none"> • Daily Attendance Record • Aggregate data submitted quarterly to First 5 • Flyers submitted to First 5 for approval • Lesson plans (on file) • Kindergarten Bridge Program Registration Packet including client consent form and PLAY Program Intake Form (on file) • Bridge Program Surveys as prescribed by the evaluator • Ages and Stages Questionnaires (on

Exhibit "A"
SCOPE OF WORK

Description of Major Activities (Milestones)	Method	Evaluation Methods
<p>9. The PLAY Program partners, including TUSD and STCH, will provide information and referral services.</p> <p>Type of Measurement: Units - clients served</p> <p>Annual Target: 200</p> <p>Start Date: 07/01/07</p> <p>Target Date: 06/30/09</p>	<p>special need service(s).</p> <p>The TUSD School Readiness Program Specialist and Clerk/Typist will serve as a point of contact for parents, early care and education providers and other community members with questions about school readiness, preschool and other early childhood education topics. TUSD Play Program staff will distribute resources including but not limited to the Countdown to Kindergarten Packet, Preschool Information Packet, and Kits for New Parents. The School Readiness Program Specialist will facilitate Countdown to Kindergarten presentations in the Spring; Countdown to Kindergarten explains the kindergarten registration process and identifies required documentation; describes kindergarten expectation and content standards; and offers tips and ideas for children and adults on easing the transition into kindergarten.</p> <p>Healthy Connections Resource Specialist will provide outreach through health fairs, school site visits and other opportunities as they become available. The Resource Specialist will intake new families using the PLAY Program Intake Form for assessment and screening and will provide information and referral services to connect families with appropriate resources. The Resource Specialist will follow up with families to ensure quality and utilization of services.</p> <p>The STCH Resource Specialist will build connections with community and partner agencies to facilitate collaboration between FRRC Parent Educators, STCH Hospital Nurses/Community Hospital Staff, and TUSD district and school site staff.</p>	<p>file), Score Summary forms (on file), and the ASQ Tally Tool submitted quarterly to First 5</p> <ul style="list-style-type: none"> • PLAY Program Intake Form (on file) • Welcome Form (on file) • Database of referrals/contacts made • Presentation materials including agenda (on file) • Flyers submitted to First 5 for approval • Health Insurance Tally Tool submitted quarterly to First 5 • Aggregate Data submitted quarterly to First 5
<p>10. STCH will provide a location and staffing for Family Success Teams (FST), and the Team Decision Making (TDM) Process.</p> <p>Type of Measurement: Units - families served</p> <p>Annual Target: 12</p> <p>Start Date: 07/01/07</p> <p>Target Date: 06/30/09</p>	<p>Participants will be identified through the Life Skills Progression (LSP) administered by FRRC Parent educators and other referrals including self-referral and school-based staff voluntary referrals. The Social Worker will use the Comprehensive Family Assessment Tool (CFAT) to assess all families referred for FSTs.</p> <p>The STCH Social Worker will facilitate FST/TDM meetings and document an FST Family Plan. The FST Family Plan will be used to monitor the progress of FST families at 3, 6, 9 and 12 months, as appropriate. The Community Benefits Program Assistant will organize and schedule FSTs and TDMs and provide assistance including clerical support throughout the FST/TDM process.</p>	<ul style="list-style-type: none"> • PLAY Program Intake Form (on file) • Welcome Form (on file) • First 5 Client Consent Form (on file) • Release of Information (on file) • Case files (on file) • CFAT (on file) • D3 (Detailed Demographic Data) submitted annually to First 5 • Aggregate Data submitted quarterly to First 5

**San Joaquin County Children and Families Commission – First 5 San Joaquin
Budget Request Form**

Applicant: Tracy Joint Unified School District

Program: PLAY School Readiness Block Grant

Period: July 1, 2007 to June 30, 2009

A	B	C	D	E	F	G	H	I
I.	PERSONNEL			% of salary	Total salary	Amount of Col F	%	Amount of col F
	Position Title		24 month salary	attributed to program	attributed to program	requested		Provided by other sources
	A. School Readiness Program Specialist		\$163,000	75.0%	\$122,250	\$122,250	100%	\$0.00
	B. Clerk/Typist		\$54,500	75.0%	\$40,875	\$40,875	100%	\$0.00
	C. Extra Services - Certificated		\$60,000	100.0%	\$60,000	\$60,000	100%	\$0.00
	D. Extra Services - Classified		\$40,000	100.0%	\$40,000	\$40,000	100%	\$0.00

Total Personnel Excluding Benefits

\$263,125

Benefits Percentage

35%

\$92,094

Total Personnel Including Benefits

\$355,219

II. OPERATING EXPENSES

	Amount requested from commission
A. Rent and Utilities	\$170,250
B. Communications/Phones	\$1,200
C. Office Expenses	\$3,600
D. Equipment Lease	\$0
E. Equipment Purchase	\$5,000
F. Travel	\$3,200
G. Training/Conferences	\$3,500
H. Consultants/Sub-Contractors	
Sutter Tracy Community Hospital	\$273,201
Family Resource & Referral Center	\$471,713
I. Other, please describe	
Kindergarten Bridge Program	\$3,600
Healthy Snacks for Parent Events	\$2,400
Materials for Parent Events	\$5,000
Professional Expenses	\$2,500
Marketing Materials	\$2,500
PLAY Program Preschool 2007-2008	\$192,000
PLAY Program Preschool 2008-2009	\$192,000
PLAY Program Preschool Quality Reserve	\$76,800
Other	\$113,068
Total Operating Expenses	\$1,521,532

III. INDIRECT EXPENSES

Indicate % of Personnel,
Excluding Benefits

15%

\$39,469

IV. TOTAL REQUESTED

\$1,916,220

Budget Justification Narrative
TUSD – PLAY School Readiness Block Grant

SUMMARY:

The Tracy Joint Unified School District is requesting a total of \$1,916,220.00 for expenses to be incurred between July 1, 2007 and June 30, 2009. These funds will be used to finance the PLAY (Playful Learning Adventures for Young children) School Readiness Block Grant – PLAY Program.

I. PERSONNEL

The PLAY Program requests a total of \$263,125.00 for personnel expenses excluding benefits.

A. School Readiness Program Specialist: \$122,250.00 (.75 FTE)

The School Readiness Program Specialist will be responsible for developing, expanding, facilitating, and overseeing the PLAY Program. Duties will include but not be limited to monitoring and providing program activities; implementing and facilitating an articulation plan; coordinating staff development and training; supervision of PLAY Program staff and subcontractors, staff evaluations, attending mandatory First 5 meetings and school readiness related trainings; oversight of all First 5 mandated reports and evaluation. Days of service = 215.

B. Clerk/Typist: \$40,875.00 (.75 FTE)

This program will employ a 12-month, 8 hour/day Clerk/Typist at a .75 FTE. Duties of this position will include but not be limited to event registration, data input, record keeping, filing, communications, promoting events, meetings, and programs, translating written material, providing translation during workshops, and other clerical tasks. Days of service = 246

C. Extra Services: Certificated: \$60,000.00

Primary teachers (K-3) will be paid the hourly rate for extra services (\$32.50) for participating in PLAY Program events including but not limited to the Kindergarten Bridge Program, articulation meetings, monthly parent education events, monthly professional development opportunities,

monthly PLAY Program Advisory Committee meetings (PLAY-PAC) and other PLAY Program related meetings, events, and data collection efforts. Approximately 20 events will take place each year; each event will last approximately 2 hours. The Kindergarten Bridge Program will last for approximately six weeks each year and will consist of approximately 4 sessions. Each session will be held at a different school, utilizing different teachers, and serving different students. The Kindergarten Bridge Program will last approximately 3 hours per day. Approximately 10-12 teachers will participate in the Kindergarten Bridge Program each year.

D. Extra Services: Classified: \$40,000.00

Classified staff, including but not limited to the Site Supervisor, Preschool Instructors, and Para Educators, will be paid their hourly rate (approximately \$12 to \$18 per hour) for participating in PLAY Program events including but not limited to the Kindergarten Bridge Program, monthly parent education events, monthly professional development opportunities, monthly PLAY-PAC and other PLAY School Readiness Program related meetings, events, and data collection efforts. Approximately 20 events will take place each year; each event will last approximately 2 hours. The Kindergarten Bridge Program will last for approximately six weeks each year and will consist of approximately 4 sessions. Each session will be held at a different school, utilizing different teachers, and serving different students. The Kindergarten Bridge Program will last approximately 3 hours per day. Approximately 10-12 Para Educators will participate in the Kindergarten Bridge Program each year.

BENEFITS

The PLAY School Readiness Program requests a total of \$92,094.00 for benefits expenses. This amount is calculated using 35% and includes health, dental, and vision insurance; retirement plan (PERS or STRS), and state and federally mandated benefits.

II. OPERATING EXPENSES**A. Rent and Utilities: \$170,250.00**

The annual rent payment for the portable used for the PLAY School Readiness Program and PLAY Program Preschool is \$112,000. This payment was calculated by dividing the total cost incurred by Tracy Unified School District in the purchase and installation of the portable by three (for the three original years of the PLAY grant). Utilities including but not limited to custodial fees and electricity are estimated at \$125.00 per month. The total yearly cost for rent and utilities is estimated at \$113,500, 75% of this amount (\$85,125) multiplied by 2 years (\$170,250) is charged to the PLAY School Readiness Program. The remainder of this amount (\$56,750) is charged to the PLAY Program Preschool.

B. Communications/Phone: \$1,200.00

Cell phones usage for the School Readiness Program Specialist is estimated at \$50 per month. This amount multiplied by twenty-four months equals \$1,200.

C. Office Expenses: \$3,600.00

Office expenses include but are not limited to materials for correspondence, postage, printing and duplication, marketing materials, and general office supplies. The figure was calculated using \$150.00 per month for 24 months.

D. Equipment Lease: \$0**E. Equipment Purchase: \$5,000.00**

This line item includes but is not limited to the purchase of a computer for the Site Supervisor position, a television, and a VCR/DVD player. The television and VCR/DVD player will be used during parent and staff workshops, trainings, and other events.

F. Travel: \$3,200.00

Travel is for mileage reimbursed at the rate of \$.485 cents per mile or current IRS allowable rate. The School Readiness Program Specialist will receive reimbursement for travel to and from school,

to meetings and other destinations visited in fulfilling job duties and responsibilities. The Clerk/Typist will receive mileage reimbursement for travel related to purchasing healthy snacks for preschool students. It is estimated mileage will average approximately 300 miles per month for 24 months.

G. Training/Conferences: \$3,500.00

Travel expenses, registration, and other training related expenses for the School Readiness Program Specialist and Clerk/Typist to attend workshops, trainings, conferences, and other ECE related events. Approval for any out of state travel, possibly to include High/Scope training at the High/Scope Headquarters in Michigan (the only place found to offer the training so far) for the School Readiness Program Specialist, will have prior written approval from First 5 San Joaquin.

H. Consultants/Subcontractors:

See attached Budget Request and Budget Request Narrative for subcontractors, Sutter Tracy Community Hospital (\$273,201.00) and Family Resource and Referral Center (\$471,713.00).

I. Other

Kindergarten Bridge Program: \$3,600.00

This amount is requested to provide the Kindergarten Bridge Program at approximately four TUSD schools each year. Materials purchased may include but not be limited to healthy snacks for program participants, and consumable supplies in addition to outreach expenses. The Kindergarten Bridge Program will last for approximately six weeks each year and will consist of approximately 4 sessions. Each session will be held at a different school, utilizing different teachers, and serving different students. The Kindergarten Bridge Program will last approximately 3 hours per day. Approximately 20-32 children will be enrolled in each Kindergarten Bridge Program class; approximately 2-5 classes will be held during each session of the Kindergarten Bridge Program each year.

Healthy Snacks for Parent Events: \$2,400.00

One hundred dollars is requested per month for healthy snacks to be provided during monthly parent meetings, workshops, and trainings. Approximately 20 events will be held each year with an average number of participants anticipated to be between 10 and 40.

Materials for Parent and Staff Events: \$5,000.00

Approximately two hundred dollars is requested per month for materials including but not limited to books, videos, and other informational and resource materials to be used and distributed at parent and staff trainings, workshops, and meetings. Approximately 28 events will be held each year with an average number of participants anticipated to be between 10 and 40.

Professional Expenses: \$2,500.00

This line item includes but is not limited to insurance, memberships to professional organizations related to early childhood education and/or supervision, curriculum, and administration, subscriptions to early childhood magazines such as the Mailbox, books, videos, and other resource materials focused on early childhood education topics. These resources will be included in the PLAY School Readiness Program professional library.

Marketing Materials: \$2,500.00

The funds in this line item will be used to purchase marketing materials including but not limited to banners for each school site announcing registration, staff clothing with the program logo, and other items displaying the program logo such as pens and notepads.

PLAY Program Preschool 2007-2008: \$192,000.00

See attached one-year Budget Request and Budget Request Narrative for the PLAY Program Preschool (\$192,000.00)

PLAY Program Preschool 2008-2009: \$192,000.00

PLAY Program Preschool Quality Reserve: \$76,800.00

This line item represents a reserve in the event the PFA Quality Criteria Reimbursement for the PLAY Program Preschool advances to a higher level.

Other: \$113,068.00

First 5 approval will be obtained prior to using this line item.

III. INDIRECT EXPENSES: \$39,469.00

Indirect expenses are budgeted to cover day-to-day administrative and overhead costs to TUSD that are not easily distinguishable to a specific project including but not limited to accounting and fiscal support, human resources support, miscellaneous fees, insurance costs, and other operating expenses.

**San Joaquin County Children and Families Commission - First 5 San Joaquin
Budget Request Form**

Applicant: Sutter Tracy Community Hospital - Healthy Connections

Program: PLAY School Readiness Block Grant

Period: July 1, 2007 to June 30, 2009

A	B	C	D	E	F	G	H	I
I.	PERSONNEL		24 month	% of salary	Total salary	Amount of Col F		Amount of Col F
	Position Title		salary	attributed	attributed	requested from	%	provided by
				to program	to program	Commission		other sources
	A. Community Benefit Manager		\$124,851	23.0%	\$28,716	\$28,716	100%	\$0.00
	B. Social Worker (MSW)		\$132,180	21.5%	\$28,419	\$28,419	100%	\$0.00
	C. Resource Specialist		\$62,558	72.0%	\$45,042	\$45,042	100%	\$0.00
	D. Community Benefits Program Assistant		\$6,379	100.0%	\$6,379	\$6,379	100%	\$0.00
	E. Parent Leader		\$17,370	100.0%	\$17,370	\$17,370	100%	\$0.00
	F. RN/Lactation Consultant		\$12,540	100.0%	\$12,540	\$12,540	100%	\$0.00
	G. CPSP/Lactation Consultant		\$12,809	100.0%	\$12,809	\$12,809	100%	\$0.00
	Total Personnel Excluding Benefits					\$151,275		\$0.00
	Benefits Percentage				44.0%	\$50,594		
	Total Personnel Including Benefits					\$201,869		
II.	OPERATING EXPENSES					Amount requested from Commission		
	A. Rent and Utilities					\$46,441		
	B. Communications/Phones					\$0		
	C. Office Expenses					\$0		
	D. Equipment Lease					\$0		
	E. Equipment Purchase					\$0		
	F. Travel					\$1,000		
	G. Training/Conferences					\$0		
	H. Consultants/Subcontractors (if any)					\$0		
	I. Other, please describe					\$0		
	Program materials/consumables					\$1,200		
	Total Operating Expenses					\$48,641		
III.	INDIRECT EXPENSES							
	Indicate % of Personnel, Excluding Benefits (Cannot Exceed 15%)			15.0%		\$22,691		
IV.	TOTAL REQUESTED					\$273,201		

Sutter Tracy Community Hospital/Tracy Hospital Foundation

TUSD PLAY School Readiness Block Grant

Budget Justification

Summary

Sutter Tracy Community Hospital (STCH) and the Tracy Hospital Foundation (Foundation) request a total of \$273,201.00 for expenses to be incurred between July 1, 2007 and June 1, 2009 to support Healthy Connections (HC), a Family Health Resource Center in Tracy. In this budget, we ask that the San Joaquin County Children and Families Commission (First 5) pay 40% of the costs of supporting HC. This will include 100% of the activities, programs and services that will be offered to children ages 0-5 and their families who live in the McKinley, Central, North and South/West Park school attendance areas. The remaining 60% of the HC budget will come from other funding sources to provide services to those who do not live in the above school areas or are members of other age groups.

I. PERSONNEL

The project requests a total of \$201,869.00 for personnel expenses including benefits.

There are seven positions for which all, or a portion of time is allocated to HC: Community Benefit Manager; Resource Specialist; Social Worker; Registered Nurse (RN)/Lactation Consultant; Comprehensive Perinatal Services Program (CPSP) Coordinator/Lactation Consultant; Parent Leader; and Community Benefits Program Assistant (CBPA). The funding requested of First 5 represents 100% of the portion of staff time that will be spent providing services to families with children ages 0-5 living in the target school attendance areas.

A. Community Benefit Manager: \$28,716.00 (.23 FTE)

The Community Benefit Manager will devote 23% of her time to developing HC's programs; acting as liaison between HC and STCH; bringing additional services from other county and nonprofit agencies to HC; ensuring access for the families living in the target school attendance areas. She will also review and finalize required fiscal and program reports.

B. Social Worker: \$28,419.00 (0.215 FTE)

The Social Worker will oversee the review of intake data on all families served through HC to assess needs and advocate for additional services for the targeted areas; conduct assessments; provide professional social services for more complicated situations; organize and facilitate programs such as Mommy & Me and

parenting classes; assist with program reporting; train volunteers; provide outreach; and work closely with school district personnel to assist families with young children. It is estimated that 21.5% of the Social Worker's time will be devoted to the families with children ages 0-5, in the PLAY School Readiness Program (PLAY Program) target school attendance areas. This represents approximately 8.6 hours per week which includes approximately 2.5 hours for Mommy & Me (35% of total of Mommy & Me hours spent per month), 1.8 hours for the FST process (50% of total FST hours spent per month), 1.8 hours for P.R.I.C.E Parenting Classes (50% of total P.R.I.C.E. hours spent per month) 1.5 hours per week for reporting and 1 hour per week for outreach, training, etc. Although she will be providing case management services to the families in the PLAY Program target school attendance areas, this request does not include funding for this service. The percentages of total hours spent per month are based on a combination of a sample of data from the first quarter of 2007 and anticipated increases in clientele based on future outreach.

C. Resource Specialist: \$45,042.00 (.72 FTE)

The Resource Specialist will provide information and referrals and assist in the coordination of all programs and activities. Other duties of this position will include but are not limited to providing translation; promoting events, meetings and programs; translating written materials; coordinating health insurance screenings and enrollments; event registration; data input; reserving rooms; preparing materials; recording and reporting all family data utilizing a standard intake form; and required reports. It is estimated that 72% of her time will be spent on coordinating, servicing and reporting on the programs and activities for the 0-5 age group in the target school attendance areas. The families eligible for the PLAY Program require more assistance and return visits to HC therefore the Resource Specialist spends much more time providing services to those families than was anticipated in the first year of providing service through the PLAY Program grant.

D. Community Benefit Program Assistant: \$6,379.00

The CBPA's duties will include but not be limited to coordinating and providing clerical support for the Team Decision Making (TDM) and FST sessions; data collection, data entry, screening potential case management clients and acting as the back-up Resource Specialist. The \$6,379 requested includes a rate of \$15.635/hour for approximately 4 hours per week.

E. Parent Leader: \$17,370.00

In an effort to increase efficiency with current staff and utilize resources in the best way, this request includes 7.5 hours per week for the Parent Leader to assist with compiling documentation, extracting data and preparing required reports. A percentage of time for the Community Benefit Manager and Social Worker has been offset as they will no longer be doing the bulk of this process. The Parent Leader will also spend approximately 11.5 hours per week co-facilitating the P.R.I.C.E (Positivity, Responsible, Influence, Consequences, Encouragement) Parenting Program. Her current salary is \$14.808 per hour making the total two year request for this position is \$17,370.

F. Registered Nurse (RN)/Lactation Consultant: \$12,540.00

An RN/Lactation Consultant will facilitate a weekly Mommy & Me support group for new mothers or mothers with young children in the target school attendance areas. Her hourly rate is \$49.174/hr and she is currently spending approximately 5 hours per group although this request only includes 2.5 hours per group (including prep time) for 50 weeks for a total of 125 hours per year for two years which equals \$12,540.

G. CPSP/Lactation Consultant: \$12,809.00

The CPSP/Lactation Consultant will facilitate two Mommy & Me support groups each week, one for single mothers and one in Spanish, which will be co-facilitated by the Social Worker. Her hourly rate is \$17.813/hr. The \$12,809 requested represents 2 classes per week for a total of 250 hours per year (2.5 hours per class for 50 weeks), although she is currently spending approximately 7.5 hours per week total. The amount of the request also includes \$3,725 for benefits as the CPSP/Lactation Consultant is a part-time, benefited position.

The RN/Lactation Consultant, CPSP/Lactation Consultant, Community Benefit Program Assistant and Parent Leader will all be employees of STCH. The CPSP/Lactation Consultant is a benefited position while the other three are per diem and do not receive benefits. They may work in other departments of the hospital but only the time that they work at HC will be included in the HC Labor Distribution Report.

The total salaries are different from the first year's request due to hospital wide wage adjustment increases of 3 to 5% as well as merit increase between 2 and 5%. It also projects an average increase of 4% for the 2008 - 2009 year.

BENEFITS

The total cost of benefits is \$50,594. Benefits include health insurance, dental insurance, and state and federal mandated benefits as well as sick leave, holidays, and vacation. STCH establishes benefit line item expense using 44% of the total personnel expenses.

II. OPERATING EXPENSES

A. Rent & Utilities: \$46,441.00

This request includes \$46,441 for rent and utilities. HC will occupy approximately 2599 square feet. This space includes a room where Family Success Teams (FST) meetings, Mommy & Me sessions and other events including those of the partner agencies included in the PLAY Program will take place. The total rental cost for 2007 is \$51,939.96. In 2008, the rent will increase to approximately \$53,362.68. The actual cost of utilities is approximately \$450 per month (\$5,400 per year.) Although HC is intended for all age groups, at least 40% of HC space will be utilized for personnel, programs, and services for families with children ages 0-5 in the target school attendance areas and 100% of these costs is requested of the Commission (\$22,925.98 for 2007 and \$23,505.12 for 2008.) The remaining 60% of total HC costs will be paid for by STCH and the Foundation. Facility maintenance and housekeeping will be provided by STCH.

B. Communication/Phones: \$0

STCH and the Foundation will pay for all communication and telephone expenses for the HC.

C. Office Expenses: \$0

STCH is providing \$3,000 in-kind to cover standard desktop supplies and a large volume of in-house duplicating.

D. Equipment Lease: \$0

E. Equipment Purchase: \$0

STCH and the Foundation will provide current equipment, arrange for leases, or purchase equipment as required. This equipment will be used for all HC purposes including services for the 0-5 age group. The value of the equipment is a contribution to HC but is not included in this budget.

F. Travel: \$1,000.00

This request includes \$1,000 for travel expenses to be used by employees in the course of delivering services and providing outreach to families with children ages 0-5 in the targeted school areas. The expense allocation will be based on staff FTE for travel not specific to delivering services attributed to the PLAY Program and/or First 5 San

Joaquin. The current travel reimbursement rate is \$0.485 per mile or the current IRS maximum allowable reimbursement rate.

G. Training and Conferences: \$0

Although staff may attend training and conferences related to programs, no funding is being requested at this time.

H. Consultants/Subcontractors: \$0

I. Program Materials/Consumables: \$1,200.00

The P.R.I.C.E. Parenting Program requires books and materials for the facilitators as well as workbooks for each of the families that participate; approximately 15 families will participate each year. \$1,200 is requested which includes but is not limited to materials for the P.R.I.C.E. program as well as consumables for all P.R.I.C.E sessions; materials, resources, and consumables for Mommy & Me sessions; and materials and consumables for FST/TDM meetings. Approximately 52 families per year will participate in at least one of the events listed above. Other materials will be provided in-kind.

III. INDIRECT EXPENSES

A total of \$22,691 in indirect expenses is requested to contribute to such expenses as accounting/fiscal support; human resources support; insurance costs; and other operating expenses. These are calculated at 15% of salaries, less benefits.

Exhibit "B"

**San Joaquin County Children and Families Commission - First 5 San Joaquin
Budget Request Form**

Applicant: Family Resource and Referral Center - Parents As Teachers

Program: PLAY School Readiness Block Grant

Period: July 1, 2007 to June 30, 2009

A	B	C	D	E	F	G	H	I
I.	PERSONNEL		24 month salary	% of salary attributed to program	Total salary attributed to program	Amount of Col F requested	%	Amount of col F Provided by other sources
	Position Title							
	A. Parent Educator		\$71,710	100.0%	\$71,710	\$71,710	100%	\$0.00
	B. Parent Educator		\$71,710	100.0%	\$71,710	\$71,710	100%	\$0.00
	C. Parent Educator		\$71,710	100.0%	\$71,710	\$71,710	100%	\$0.00
	D. Project Manager		\$167,692	12.0%	\$20,123	\$20,123	100%	\$0.00
	E. Program Clerical Assistant		\$76,112	9.0%	\$6,850	\$6,850	100%	\$0.00

Total Personnel Excluding Benefits

\$242,103

Benefits Percentage

39%

\$94,421

Total Personnel Including Benefits

\$336,524

II. OPERATING EXPENSES

 Amount
requested from
commission

A. Rent and Utilities	\$24,604
B. Communications/Phones	\$5,840
C. Office Expenses	\$7,704
D. Equipment Lease	\$7,563
E. Equipment Purchase	\$0
F. Travel	\$22,535
G. Training/Conferences	\$8,550
H. Consultants/Sub-Contractors	\$0
I. Other, please describe	\$0
Materials	\$4,025
Program Costs	\$2,527
Meeting/Supplies	\$12,576
Outreach	\$1,280
Audit	\$435
Licensing	\$699
Insurance	\$336
Additional Program Materials	\$200
Total Operating Expenses	\$98,874

III. INDIRECT EXPENSES

 Indicate % of Personnel,
Excluding Benefits

15.0%

\$36,315

IV. TOTAL REQUESTED

\$471,713

Family Resource & Referral Center
TUSD – PLAY School Readiness Block Grant

Budget Justification

Summary

Family Resource and Referral Center (FRRC) is requesting a total of \$471,713 for the anticipated period of July 1, 2007 to June 30, 2009. These funds will be used to ensure that dedicated positions are working in support of Tracy Unified School District's (TUSD) goals for the PLAY School Readiness Block Grant (PLAY Program).

I. PERSONNEL

FRRC requests a total of \$336,524 for personnel expenses including benefits.

A. Parent Educator: \$71,710 (3.0 FTE)

Parent Educator (PE) will perform the duties as generally outlined below:¹

- 1) Manage assigned caseload of children (maximum 20 children per PE) and provide home visits utilizing program curriculum and methodology.
- 2) Provide outreach and training.
- 3) Coordinate once a month, or as needed, with Tracy Unified School District staff or assigned School Readiness Program Specialist.
- 4) Identify needs of children; provide outreach and training support services in accordance with the project goals.
- 5) Coordinate group or individual meetings with PLAY Program partners to improve success of project.

B. Project Manager: \$20,123 (0.12 FTE)

The Project Manager helps provide oversight for the project, coordinates with Agency and community services.

Duties of this position include reporting and evaluation duties, staff supervision, and coordination with

Contractor. Although there is a decrease of staff (4.0 FTE PE to 3.0 FTE PE) for this program, there is an

increase in Project Manager's allocation due to: not enough supervision built in to the first year budget request;

the Project Manager spends approximately 4.8 hours per week training, supervising staff and monitoring

files/program in addition to helping PE's outreach and do home visits; increased monthly program reporting

requirements; and pick up reports from PE's.

C. Program Clerical Assistant: \$6,850 (0.09 FTE)

The Program Clerical Assistant helps provide support for visits, form development, curriculum and progression tools and assistance with timely reporting and data collection.

BENEFITS: \$94,421

Benefits are listed at a 39% rate and include Social Security, Medicare, SDI, SUI, ETT, Workers Compensation, and Section 125 health insurances.

II. OPERATING EXPENSES

FRRRC requests a total of \$98,874 for operating expenses.

A. Rent & Utilities : \$24,604.00

Rent & Utilities includes a share of costs for approximately 686 sq. ft. (includes 110 sq. ft estimated meeting space usage) $686 \times \$1.47 \text{ avg. sq. ft} \times 24 \text{ months} = \$24,202$. Other utilities consist of the remainder, or \$402. Staff location is pending further assessment.

B. Communications/Phones: \$5,840.00

This includes 3 cell phones assigned to Parent Educators, share of cost for usage of agency hosted network and data infrastructures. Charges are allocated to estimate usage per FTE.

$3.21 \text{ FTE at } \$27.21 \text{ per month} \times 24 \text{ months} = \$2,096$

$3 \text{ cell phones} \times \$52 \text{ per month} \times 24 \text{ months} = \$3,744$

C. Office Expenses: \$7,704.00

Office Expenses include but are not limited to office supplies, postage for material distribution, printing and duplication, and janitorial fees where usage is attributable to the project FTE's.

$3.21 \text{ FTE} \times \$100 \text{ per month} \times 24 \text{ months}$.

D. Equipment Lease: \$7,563.00

This includes share of costs for leased equipment; telecom, copiers and postage services/metering based on project FTE's. $3.21 \times 98.17 \times 24 \text{ months} = \$7,563$

E. Equipment Purchase: \$0

F. Travel: \$22,535.00

Travel is for mileage reimbursed at the rate of \$.485/mile for approximately 484 miles per week where travel is attributable to the project. This rate may change if State of California policies change. It is the policy of FRRRC to provide travel reimbursement at this prescribed rate.

$$\$0.485 \times 484 \times 48 \text{ weeks} \times 2 \text{ years} = \$ 22,535$$

G. Training/Conference: \$8,550.00

Travel and registration for trainings/conferences that are either 1) required as part of parent education curriculum, or 2) to assist personnel in better serving participant needs. It costs approximately \$1,200 per parent educator for one curriculum training; the PLAY Program requires that each PE have both the Born to Learn 0 to 3 and the Born to Learn 3 to 5 curriculum trainings. There is an additional \$450 per parent educator for item 2, i.e. First 5 trainings, development and visitation trainings. These will be coordinated with Contractor to avoid duplication. Prior approval from First 5 San Joaquin will be obtained for any out-of-state travel.

H. Consultants/Subcontractors: \$0

I. Materials: \$4,025.00

Materials costs include but are not limited to curriculum companion books for parents, $120 \times \$15 \times 2 = \$3,600$ and a portable DVD player to show curriculum and related video content to parents, approximately \$425.

Program Costs: \$2,527.00

Program Costs including but not limited to staff clearances, repair and maintenance, advertising, memberships and subscriptions such as Nutrition, Parenting, Everyday TLC, California Chamber of Commerce, NACCRRRA, and CAEYC. Billing is done in accordance with the allocation plan provided to First 5. These expenses could either be a direct expense or allocated.

Meeting/Supplies: \$12,576.00

Meeting/Supplies include but are not limited to consumable supplies for children including but not limited to paint, paper, glue, pencils and markers $\$8 \text{ per month for } 60 \text{ children} \times 24 = \$11,520$ and special mailings $\$2.20 \times 60 \times 8 \text{ mailings} = \$1,056$

Outreach: \$1,280.00

Outreach including but not limited to special printing of flyers, brochures, media supplies, outreach specific materials for visits, meetings, or events held in Tracy, targeting children and/or families living in Tracy, or which

can be proven to serve a significant number of children and/or families living in Tracy (\$40 x 32 occurrences) =
\$1,280

Audit: \$435.00

Estimated share of agency-wide audit cost (\$18,900 per year for 2 years) \$435

Licensing: \$699.00

Estimated share of agency-wide licensing costs such as telecom and software (\$30,400 per year for 2 years)
\$699

Insurance \$336.00

Estimated share of agency-wide insurance (\$14,600 per year for 2 years) \$336

Additional program materials \$200.00

Additional program materials to be determined; materials purchased using this line item will be submitted to
TUSD and subsequently to First 5 for approval prior to purchase.

III. INDIRECT EXPENSES

A total of \$36,315.00 is requested for Indirect Expenses. An indirect rate of 15% is used to offset FRRC's costs for administrative, fiscal, and personnel support. Determination is made in accordance with OMB and GAAP, comprised of direct allocations of the costs of providing these functions in support of the program as well as for general agency activities such as coordination of budgeting, purchasing, financial management, and established community involvement.

Exhibit "B"

**San Joaquin County Children and Families Commission – First 5 San Joaquin
Budget Request Form**

Applicant: Tracy Joint Unified School District**Program:** PLAY Program Preschool - Block Grant**Period:** July 1, 2007 to June 30, 2009

A	B	C	D	E	F	G	H	I
I.	PERSONNEL			% of salary	Total salary	Amount of Col F	%	Amount of col F
	Position Title		12 month salary	attributed to program	attributed to program	requested		Provided by other sources
	A. Site Supervisor		\$22,000	100.0%	\$22,000	\$22,000	100%	\$0.00
	B. Preschool Instructor #1		\$19,000	100.0%	\$19,000	\$19,000	100%	\$0.00
	C. Preschool Instructor #2		\$19,000	100.0%	\$19,000	\$19,000	100%	\$0.00
	Total Personnel Excluding Benefits					\$60,000		
	Benefits Percentage				<div style="border: 1px solid black; padding: 2px;">50%</div>	\$30,000		
	Total Personnel Including Benefits					\$90,000		
II.	OPERATING EXPENSES					Amount requested from commission		
	A. Rent and Utilities					\$28,375		
	B. Communications/Phones					\$1,440		
	C. Office Expenses					\$1,200		
	D. Equipment Lease							
	E. Equipment Purchase							
	F. Travel							
	G. Training/Conferences					\$3,000		
	H. Consultants/Sub-Contractors							
	I. Other, please describe							
	Preschool Curriculum					\$1,500		
	Healthy Snacks for Children					\$10,500		
	Consumable Supplies					\$7,680		
	Classroom Expenses					\$10,000		
	Playground Expenses					\$7,500		
	Additional Program Expenses					\$21,805		
	Total Operating Expenses					\$93,000		
III.	INDIRECT EXPENSES							
	Indicate % of Personnel, Excluding Benefits			<div style="border: 1px solid black; padding: 2px;">15.0%</div>		\$9,000		
IV.	TOTAL REQUESTED					\$192,000		

Budget Justification Narrative
TUSD PLAY Program Preschool – Block Grant

SUMMARY:

The Tracy Joint Unified School District is requesting a total of \$192,000.00 for expenses to be incurred between July 1, 2007 and June 30, 2008. These funds will be used to finance the PLAY Program Preschool. The PLAY Program Preschool will provide 24 spaces in the morning class and 24 spaces in the afternoon class for a total of 48 preschool spaces. Each class will offer 525 hours of instruction during the school year, which will last approximately 175 days. The PLAY Program Preschool is currently at the Advancing Level of PFA Quality Criteria.

I. PERSONNEL

The PLAY Program Preschool requests a total of \$60,000.00 for personnel expenses excluding benefits.

E. Site Supervisor: \$22,000.00 (1.0 FTE)

The Site Supervisor will be responsible for the supervision, instruction and management of PLAY Program Preschool. The Site Supervisor will oversee the daily tasks at the center and give direction to the staff working in the center along with assisting in other duties related to the operation of the center as assigned. Under the supervision of the School Readiness Program Specialist, the Site Supervisor will be responsible for the overall administration and management of a District early child care and development center. The Site Supervisor will maintain student records, child health records and files; provide direction and guidance to other child care personnel; assist in providing an integrated child care curriculum; and assist with child care as needed. Days of service = 183.

F. Preschool Teacher: \$38,000.00 (2.0 FTE)

The PLAY program will employ two full time preschool teachers costing \$38,000.00. The amount requested is based on the hourly rate of a preschool teacher in TUSD multiplied by 7.5 hours per day, multiplied by the days of service multiplied by 2 FTE. Days of service = 183.

BENEFITS

The PLAY Program Preschool requests a total of \$30,000.00 for benefits expenses. This amount is calculated using 50% and includes health, dental, and vision insurance; retirement plan (PERS or STRS), and state and federally mandated benefits.

II. OPERATING EXPENSES

A. Rent and Utilities: \$28,375.00

The annual rent payment for the portable used for the PLAY Program and PLAY Program Preschool is \$112,000. This payment was calculated by dividing the total cost incurred by Tracy Unified School District in the purchase and installation of the portable by three (for the three original years of the PLAY grant). Utilities including but not limited to custodial fees and electricity are estimated at \$125.00 per month. The total yearly cost for rent and utilities is estimated at \$113,500, 25% of this amount (\$28,375) is charged to the PLAY Program Preschool. The remainder of this amount (\$85,125) is charged to the PLAY School Readiness Program.

B. Communications/Phone: \$1,440.00

Phones are estimated at \$120 per month for the main line into the PLAY Program Preschool and the two additional lines required for the fire alarm.

C. Office Expenses: \$1,200.00

Office expenses include but are not limited to materials for correspondence, postage, printing and duplication, marketing materials, and general office supplies. The figure was calculated using \$100.00 per month for 12 months.

D. Equipment Lease: \$0

E. Equipment Purchase: \$0

E. Travel: \$0

F. Training/Conferences: \$3,000.00

Travel expenses, registration, and other training related expenses for preschool staff including Preschool Instructors and/or Site Supervisor to attend workshops, trainings, conferences, and other ECE related events. Approval for any out of state travel will have prior written approval from First 5 San Joaquin.

G. Consultants/Subcontractors:

H. Other

Preschool Curriculum: \$1,500.00

This line item will be used to purchase additional curriculum materials for the preschool including but not limited to components of the High/Scope curriculum.

Healthy Snacks for Preschool Students: \$10,500.00

This amount is requested to purchase healthy snacks including but not limited to juice, fruit, milk, and crackers for preschool students on a daily basis. This figure was calculated using the number of students (48) multiplied by 175 days multiplied by \$1.25 for a total of \$10,500.00

Consumable Supplies for Preschool: \$7,680.00

Consumable supplies include but are not limited to construction paper, crayons, paper, paint, pencils, glue, and art supplies. This amount was calculated using \$16.00 per month (10 months) per child (48).

Preschool Classroom: \$10,000.00

The amount requested will be used to purchase the materials, supplies and/or furniture to improve the preschool program and preschool classroom. Items will be submitted for approval by First 5 prior to purchase.

Preschool Playground Equipment: \$7,500.00

The amount requested will be used to improve the playground environment. Items will be submitted for approval by First 5 prior to purchase.

Additional Program Materials: \$21,805.00

This line item may include but not be limited to materials, supplies, equipment and/or trainings that may come up in the implementation PLAY Program Preschool. First 5 approval will be obtained prior to making any purchases with the line item.

III. INDIRECT EXPENSES: \$9,000.00

Indirect expenses are budgeted to cover day-to-day administrative and overhead costs to TUSD that are not easily distinguishable to a specific project including but not limited to accounting and fiscal support, human resources support, miscellaneous fees, insurance costs, and other operating expenses.

SCOPE OF WORK

Applicant Agency: Tracy Joint Unified School District
Program Name: Delta Island School Readiness Program

Description of Major Activities (Milestones)	Method	Evaluation Methods
<p>1. The Parent Educator and Kindergarten Bridge Program staff will provide comprehensive health insurance screening and referral to all families served through the Delta Island School Readiness Program</p> <p>Type of Measurement: Units – number screened Annual Target: 40 Start Date: 07/01/07 Target Date: 06/30/10</p>	<p>The Parent Educator and Kindergarten Bridge Program staff will follow First 5 San Joaquin protocol to screen all families of children age 0-5 for health insurance. Documentation will include the referral of uninsured children to Charterhouse Center for Families.</p>	<ul style="list-style-type: none"> • Health Insurance Screening Tally Tool submitted quarterly to First 5
<p>2. Delta Island School Readiness Program staff will comply with all data collection and reporting associated with State and local evaluation requirements.</p> <p>Type of Measurement: Achieved/Not Achieved Annual Target: NA Start Date: 07/01/07 Target Date: 06/30/10</p>	<p>Program staff will work with the Commission staff and local Evaluator to collect and report on data. Tools will be administered at a frequency to be determined and may include but are not limited to the School Capacity Inventory Tool, the Intensity of Integration Continuum, and the Modified Desired Results Developmental Profile.</p>	<ul style="list-style-type: none"> • Statewide and local evaluation requirements (TBD) • Quarterly Progress Reports (milestone updates)
<p>3. The School Readiness Program Specialist will foster regular articulation between school staff and ECE providers. The purpose is to coordinate efforts, increase understanding between and provide professional growth for these groups.</p> <p>Type of Measurement: Units – meetings Annual Target: 3 Start Date: 07/01/07 Target Date: 06/30/10</p>	<p>The SRPS will facilitate and attend articulation/collaborative meetings/workshops every 3 months (quarterly) during the academic year with all appropriate school & prekindergarten personnel. Meetings may include but not be limited to principals, kindergarten teachers, state preschool staff, Head Start staff, home visitation personnel, the local child care community, on site after-school program staff and other personnel as appropriate.</p>	<ul style="list-style-type: none"> • Meeting Notes (on file) • Flyer submitted to First 5 for approval (workshops only) • Sign-in sheets • Quarterly Progress Reports (milestone updates)

SCOPE OF WORK

Description of Major Activities (Milestones)	Method	Evaluation Methods
<p>4. The School Readiness Program Specialist and the PAT Parent Educator will provide opportunities for family group support and education at monthly meetings during the academic year.</p> <p>Type of Measurement – Meetings Annual Target: 9 Start Date: 9/01/07 Target Date: 06/30/10</p>	<p>Delta Island SR Program staff will collaborate to plan, outreach, and facilitate monthly parent participation opportunities during the school year including but not limited to holiday events, workshops, presentations, screening opportunities and family learning events. These parent participation events may be duplicative of staff development opportunities where parent and professional interests coincide. Events may also coincide with the school site calendar, including preschool children and their families in school events as appropriate. Workshops will be focused on the academic year, but may occur over the summer for topics such as kindergarten readiness or during the time of Bridge Camps.</p> <p>The School Readiness Program Specialist will facilitate Countdown to Kindergarten presentations in the Spring; Countdown to Kindergarten explains the kindergarten registration process and identifies required documentation; describes kindergarten expectation and content standards; and offers tips and ideas for children and adults on easing the transition into kindergarten.</p> <p>Delta Island SR Program staff will distribute resources including but not limited to the Countdown to Kindergarten Packet, Preschool Information Packet, and Kits for New Parents.</p>	<ul style="list-style-type: none"> • Presentation materials including agenda (on file) • Flyers submitted to First 5 for approval • Sign-in sheets
<p>5. The PAT - Parent Educator will provide the Parents As Teachers Home Visitation Program to twenty children.</p> <p>Type of Measurement: Units – Children served Annual Target: 20 Start Date: 07/01/07 Target Date: 06/30/10</p>	<p>The Parent Educator will conduct outreach to locate eligible families and will maintain a caseload of 20 children. The Parent Educator will make weekly visits for a nine-month period and then continue to work with the family once or twice monthly in the home or community for the remainder of the year. Each visit will be one hour in length and will include age and developmentally appropriate activities for the child/children and a parent component that will focus on enhancing parenting skills and promoting interaction in accordance with the <i>Born to Learn</i> curriculum.</p> <p>The Life Skills Progression Index (LSP) will be conducted at intake (within thirty days of enrollment) and every six months with each family to identify family needs and progress toward family goals.</p>	<ul style="list-style-type: none"> • Case files (on file) • Aggregate data submitted quarterly to First 5 • Client Consent Forms (on file) • Home Visit Logs • Referral Log and Intake Form (on file) • D3 (Detailed Demographic Data) submitted annually to First 5 • Ages and Stages Questionnaires (on file), Information Summary forms (on file), and ASQ Tally Tool submitted quarterly to First 5 • LSP Group Data Form submitted quarterly to First 5 • LSP (on file)
<p>6. The Delta Island School Readiness Program parent educator will provide developmental and health screenings for children receiving home</p>	<p>The Parent Educator will provide comprehensive developmental screening for each child. The Parent Educator will work with parents in completing the Spanish or English language Ages and Stages Questionnaire and will make</p>	<ul style="list-style-type: none"> • Ages and Stages Questionnaires (on file), Score Summary forms (on file), and ASQ Tally Tool

SCOPE OF WORK

Description of Major Activities (Milestones)	Method	Evaluation Methods
<p>visitation services to identify any children potentially at-risk and to refer for early intervention services.</p> <p>Type of Measurement: Units – children screened</p> <p>Annual Target: 20</p> <p>Start Date: 07/01/07</p> <p>Target Date: 06/30/10</p>	<p>referrals for further testing when scores indicate a possible developmental delay. Documentation will include record of referrals to special need service(s). The Parent Educator will attend ASQ training prior to administering the assessment tool.</p> <p>Health screenings will include dental, vision, and hearing, as indicated on the PAT Health Questionnaire.</p>	<ul style="list-style-type: none"> submitted quarterly to First 5 Referral form and log (on file) Health Questionnaires (on file)
<p>7. The Delta Island School Readiness Program parent educators will implement and maintain the Raising a Reader Program for a total of 20 children annually.</p> <p>Type of Measurement: Units - Children served</p> <p>Annual Target: 20</p> <p>Start Date: 7/1/07</p> <p>Target Date: 6/30/10</p>	<p>The School Readiness Program Specialist will work with the First 5 Affiliate to coordinate the implementation and coordination of the Raising a Reader Program for the PAT home visitation program.</p> <p>Raising a Reader book bags will be rotated to families regularly weekly or bi-weekly for 26 rotations during home visits by PAT Parent Educators to promote literacy and family bonding. Parent Educators will maintain check in/out cards, reading logs and pre/post surveys. The Raising a Reader material will be Spanish language, whenever appropriate based on the home language of the family. At graduation from Raising a Reader, a blue bag will be provided to each child.</p>	<ul style="list-style-type: none"> First 5 Pre/Post Literacy Survey (to be submitted, matched, to First 5 with quarterly reports) Parent Reading Logs (on file)
<p>8. TUSD School Readiness Program Specialist and program staff will provide the Kindergarten Bridge Program, a transition to kindergarten camp targeting children entering kindergarten who lack preschool experience.</p> <p>Type of Measurement: Units – children served</p> <p>Annual Target: 20</p> <p>Start Date: 07/01/07</p> <p>Target Date: 06/30/10</p>	<p>The School Readiness Program Specialist will organize and implement a Kindergarten Bridge Program at Delta Island. The program will be two weeks in duration. The Kindergarten Bridge Program will target children with prior identification of at-risk status (ex. SST, previous intervention, at-risk sibling, no preschool). Children will be identified through collaboration with elementary schools, outreach by the Parent Educator and from data collected through the School Readiness Program Kindergarten Registration Packet insert.</p> <p>The School Readiness Program Specialist will administer the Ages and Stages Questionnaire (ASQ) developmental screening tool to all children enrolled in the Kindergarten Bridge Program, excluding those who have an existing IEP (Individualized Education Plan). Documentation will include record of referrals to special need service(s).</p>	<ul style="list-style-type: none"> Sign-in Sheets Daily Attendance Record Aggregate data submitted quarterly to First 5 Fliers submitted to First 5 for approval Lesson plans (on file) Kindergarten Bridge Program Registration Packet including First 5 client consent form submitted to First 5 for approval Bridge Program Surveys as prescribed by the evaluator Ages and Stages Questionnaires (on file), Score Summary forms (on file), and ASQ Tally Tool submitted quarterly to First 5

SCOPE OF WORK

Applicant Agency: Tracy Joint Unified School District

Program Name: Delta Island School Readiness Program

Description of Major Activities (Milestones)	Method	Evaluation Methods
<p>1. The Parent Educator and Kindergarten Bridge Program staff will provide comprehensive health insurance screening and referral to all families served through the Delta Island School Readiness Program</p> <p>Type of Measurement: Units - number screened Annual Target: 40 Start Date: 07/01/07 Target Date: 06/30/10</p>	<p>The Parent Educator and Kindergarten Bridge Program staff will follow First 5 San Joaquin protocol to screen all families of children age 0-5 for health insurance. Documentation will include the referral of uninsured children to Charterhouse Center for Families.</p>	<ul style="list-style-type: none"> Health Insurance Screening Tally Tool submitted quarterly to First 5
<p>2. Delta Island School Readiness Program staff will comply with all data collection and reporting associated with State and local evaluation requirements.</p> <p>Type of Measurement: Achieved/Not Achieved Annual Target: NA Start Date: 07/01/07 Target Date: 06/30/10</p>	<p>Program staff will work with the Commission staff and local Evaluator to collect and report on data. Tools will be administered at a frequency to be determined and may include but are not limited to the School Capacity Inventory Tool, the Intensity of Integration Continuum, and the Modified Desired Results Developmental Profile.</p>	<ul style="list-style-type: none"> Statewide and local evaluation requirements (TBD) Quarterly Progress Reports (milestone updates)
<p>3. The School Readiness Program Specialist will foster regular articulation between school staff and ECE providers. The purpose is to coordinate efforts, increase understanding between and provide professional growth for these groups.</p> <p>Type of Measurement: Units - meetings Annual Target: 3 Start Date: 07/01/07 Target Date: 06/30/10</p>	<p>The SRPS will facilitate and attend articulation/collaborative meetings/workshops every 3 months (quarterly) during the academic year with all appropriate school & kindergarten personnel. Meetings may include but not be limited to principals, kindergarten teachers, state preschool staff, Head Start staff, home visitation personnel, the local child care community, on site after-school program staff and other personnel as appropriate.</p>	<ul style="list-style-type: none"> Meeting Notes (on file) Flyer submitted to First 5 for approval (workshops only) Sign-in sheets Quarterly Progress Reports (milestone updates)

SCOPE OF WORK

Description of Major Activities (Milestones)	Method	Evaluation Methods
<p>4. The School Readiness Program Specialist and the PAT Parent Educator will provide opportunities for family group support and education at monthly meetings during the academic year.</p> <p>Type of Measurement - Meetings</p> <p>Annual Target: 9</p> <p>Start Date: 9/01/07</p> <p>Target Date: 06/30/10</p>	<p>Delta Island SR Program staff will collaborate to plan, outreach, and facilitate monthly parent participation opportunities during the school year including but not limited to holiday events, workshops, presentations, screening opportunities and family learning events. These parent participation events may be duplicative of staff development opportunities where parent and professional interests coincide. Events may also coincide with the school site calendar, including preschool children and their families in school events as appropriate. Workshops will be focused on the academic year, but may occur over the summer for topics such as kindergarten readiness or during the time of Bridge Camps.</p> <p>The School Readiness Program Specialist will facilitate Countdown to Kindergarten presentations in the Spring; Countdown to Kindergarten explains the kindergarten registration process and identifies required documentation; describes kindergarten expectation and content standards; and offers tips and ideas for children and adults on easing the transition into kindergarten.</p> <p>Delta Island SR Program staff will distribute resources including but not limited to the Countdown to Kindergarten Packet, Preschool Information Packet, and Kits for New Parents.</p>	<ul style="list-style-type: none"> • Presentation materials including agenda (on file) • Flyers submitted to First 5 for approval • Sign-in sheets
<p>5. The PAT - Parent Educator will provide the Parents As Teachers Home Visitation Program to twenty children.</p> <p>Type of Measurement: Units - Children served</p> <p>Annual Target: 20</p> <p>Start Date: 07/01/07</p> <p>Target Date: 06/30/10</p>	<p>The Parent Educator will conduct outreach to locate eligible families and will maintain a caseload of 20 children. The Parent Educator will make weekly visits for a nine-month period and then continue to work with the family once or twice monthly in the home or community for the remainder of the year. Each visit will be one hour in length and will include age and developmentally appropriate activities for the child/children and a parent component that will focus on enhancing parenting skills and promoting interaction in accordance with the <i>Born to Learn</i> curriculum.</p> <p>The Life Skills Progression Index (LSP) will be conducted at intake (within thirty days of enrollment) and every six months with each family to identify family needs and progress toward family goals.</p>	<ul style="list-style-type: none"> • Case files (on file) • Aggregate data submitted quarterly to First 5 • Client Consent Forms (on file) • Home Visit Logs • Referral Log and Intake Form (on file) • D3 (Detailed Demographic Data) submitted annually to First 5 • Ages and Stages Questionnaires (on file), Information Summary forms (on file), and ASQ Tally Tool submitted quarterly to First 5 • LSP Group Data Form submitted quarterly to First 5 • LSP (on file)
<p>6. The Delta Island School Readiness Program parent educator will provide developmental and health screenings for children receiving home</p>	<p>The Parent Educator will provide comprehensive developmental screening for each child. The Parent Educator will work with parents in completing the Spanish or English language Ages and Stages Questionnaire and will make</p>	<ul style="list-style-type: none"> • Ages and Stages Questionnaires (on file), Score Summary forms (on file), and ASQ Tally Tool

SCOPE OF WORK

Description of Major Activities (Milestones)	Method	Evaluation Methods
<p>visitation services to identify any children potentially at-risk and to refer for early intervention services.</p> <p>Type of Measurement: Units – children screened</p> <p>Annual Target: 20</p> <p>Start Date: 07/01/07</p> <p>Target Date: 06/30/10</p>	<p>referrals for further testing when scores indicate a possible developmental delay. Documentation will include record of referrals to special need service(s). The Parent Educator will attend ASQ training prior to administering the assessment tool.</p> <p>Health screenings will include dental, vision, and hearing, as indicated on the PAT Health Questionnaire.</p>	<ul style="list-style-type: none"> submitted quarterly to First 5 Referral form and log (on file) Health Questionnaires (on file)
<p>7. The Delta Island School Readiness Program parent educators will implement and maintain the Raising a Reader Program for a total of 20 children annually.</p> <p>Type of Measurement: Units - Children served</p> <p>Annual Target: 20</p> <p>Start Date: 7/1/07</p> <p>Target Date: 6/30/10</p>	<p>The School Readiness Program Specialist will work with the First 5 Affiliate to coordinate the implementation and coordination of the Raising a Reader Program for the PAT home visitation program.</p> <p>Raising a Reader book bags will be rotated to families regularly weekly or bi-weekly for 26 rotations during home visits by PAT Parent Educators to promote literacy and family bonding. Parent Educators will maintain check in/out cards, reading logs and pre/post surveys. The Raising a Reader material will be Spanish language, whenever appropriate based on the home language of the family. At graduation from Raising a Reader, a blue bag will be provided to each child.</p>	<ul style="list-style-type: none"> First 5 Pre/Post Literacy Survey (to be submitted, matched, to First 5 with quarterly reports) Parent Reading Logs (on file)
<p>8. TUSD School Readiness Program Specialist and program staff will provide the Kindergarten Bridge Program, a transition to kindergarten camp targeting children entering kindergarten who lack preschool experience.</p> <p>Type of Measurement: Units – children served</p> <p>Annual Target: 20</p> <p>Start Date: 07/01/07</p> <p>Target Date: 06/30/10</p>	<p>The School Readiness Program Specialist will organize and implement a Kindergarten Bridge Program at Delta Island. The program will be two weeks in duration. The Kindergarten Bridge Program will target children with prior identification of at-risk status (ex. SST, previous intervention, at-risk sibling, no preschool). Children will be identified through collaboration with elementary schools, outreach by the Parent Educator and from data collected through the School Readiness Program Kindergarten Registration Packet insert.</p> <p>The School Readiness Program Specialist will administer the Ages and Stages Questionnaire (ASQ) developmental screening tool to all children enrolled in the Kindergarten Bridge Program, excluding those who have an existing IEP (Individualized Education Plan). Documentation will include record of referrals to special need service(s).</p>	<ul style="list-style-type: none"> Sign-in Sheets Daily Attendance Record Aggregate data submitted quarterly to First 5 Fliers submitted to First 5 for approval Lesson plans (on file) Kindergarten Bridge Program Registration Packet including First 5 client consent form submitted to First 5 for approval Bridge Program Surveys as prescribed by the evaluator Ages and Stages Questionnaires (on file), Score Summary forms (on file), and ASQ Tally Tool submitted quarterly to First 5



EDUCATIONAL SERVICES MEMORANDUM

To: Dr. Jim Franco, Superintendent
From: ~~Dr.~~ Sheila Harrison, Assistant Superintendent of Educational Services
Date: March 15, 2007
Subject: Adopt Revised Board Policy 6146.1 High School Graduation Requirements and Standards of Proficiency (2nd reading-Declare Intent to Adopt).

Background: Board Policy 6146.1 High School Graduation Requirements and Standards of Proficiency needs to be revised to reflect the new graduation requirements at George and Evelyn Stein Continuation High School. Periodically, board policies are reviewed for accuracy and compliance. George and Evelyn Stein High School's opening in August 2007 allows an opportunity for the revision of graduation requirements from George and Evelyn Stein Continuation High School. During the review of the policy, it was determined that new language needed to be added to be in compliance with current law.

Rationale: The staff and administration at George and Evelyn Stein Continuation High School find that an increase of 10 (ten) credits in English and 10 (ten) credits in Science will better prepare students for their academic and professional life after graduation from high school. The additional 10 (ten) credits in Science will be a Human Physiology course which is currently taught at the comprehensive high schools. The requirement for 5 (five) credits of Occupational Knowledge has been deleted. The Occupational Knowledge information will be included in 11th grade English where students write resumes, business letters, and fill out job applications. Career exploration will be incorporated into other subject areas at George and Evelyn Stein Continuation High School. The total requirements for graduation will increase by 5 (five) credits.

Other minor changes in the policy are the elimination of dates that are no longer necessary and replacement of wording to conform to suggested wording from the California School Board's Association. In addition, suggested wording from the California School Board's Association included Education Code requirements previously not cited in the policy. These Education Codes were added to the policy in order to update the policy to current law. The District is in compliance on these additional Education Codes but did not have them specifically listed in the policy. This supports Strategic Goal #2- Create Quality Learning Environments.

Funding: Not Applicable

Recommendation: Adopt Revised Board Policy 6146.1 High School Graduation Requirements and Standards of Proficiency (2nd reading-Declare Intent to Adopt).

Prepared by: Rebecca Frame, Director of Student Services & Curriculum

HIGH SCHOOL GRADUATION REQUIREMENTS/ STANDARDS OF PROFICIENCY

~~Graduation from the schools of this district implies that students have satisfactorily completed the prescribed courses of study in accordance with their respective abilities to achieve, that they have satisfactorily passed any examinations and other requirements set by the district, and standards of proficiency as required by law.~~

~~It is expected that the instructional staff will apply measures of achievement to provide evidence that each student has progressed far enough toward school goals and objectives to warrant graduation according to paragraph one above.~~

The Governing Board desires to prepare each student to obtain a diploma of high school graduation in order to provide students with opportunities for postsecondary education and/or employment.

Requirements for graduation and specified alternative means for completing the prescribed course of study shall be made available to students, parents/guardians, and the public. (Education Code 51225.3)

Graduation Requirements From Tracy's Comprehensive High Schools

A student must complete 220 credits and will normally carry a minimum of thirty credits each semester while in school. ~~All students whose class graduates by June 2003 must meet local proficiency test requirements in language arts, writing and mathematics. Beginning with students whose class graduates in June 2006.~~ Passing the California High School Exit Exam is required for graduation. Students must complete the total number of credits in each of the areas listed below:

	For the classes of 03-05	Beginning with class of 06
English	40 credits	40 credits
Social Studies	30 credits	30 credits
Science	20 credits	30 credits
Math	20 credits	20 credits
Fine Arts or Foreign Language	10 credits	10 credits
Physical Education	20 credits	20 credits
Required Course Total	140 credits	150 credits
Elective Courses	80 credits	70 credits
TOTAL	220 credits	220 credits

**HIGH SCHOOL GRADUATION REQUIREMENTS/
STANDARDS OF PROFICIENCY (continued)**

Three years of science is to include at least one course in biological science and at least one course in physical science.

All students must take and pass at least two years of math while enrolled in high school and one of the two classes must be Algebra I or Integrated Mathematics I (IMP). **This requirement may be completed in grade 8. Education Code 51224.5 clarifies that completion of algebra coursework prior to grade 9 may satisfy the algebra coursework requirement, but does not exempt a student from the requirement to take at least two years of mathematics in grades 9-12.**

~~Beginning with the graduating class of 2006,~~ Students must take four years of English, two of which must address the ninth and tenth grade standards addressed on the California High School Exit Exam.

Beginning with the graduating class of 2008, all students will demonstrate mastery of district identified technology skills.

Foreign exchange students may receive honorary diplomas pursuant to Education Code 51225.5.

Students shall not be required to have resided within the district for any minimum length of time as a condition of high school graduation (Ed Code 51411)

The Golden State Seal Merit Diploma shall be issued to eligible students who meet the criteria as set forth by the State Board of Education.

Students who complete 100 hours or more of documented community service will receive a special notation on their transcript.

Supplemental Instruction shall be offered to any student who does not demonstrate "sufficient progress," as defined in Board policy, toward passing the exit examination. (Education Code 37252, 60851)

Students who successfully complete all of Tracy Unified School District graduation requirements but ~~are unable to pass~~ **have not passed** the California High School Exit Exam will receive a Certificate of Completion in lieu of a diploma. Students with a Special Education IEP who successfully complete all graduation requirements specified in the IEP but ~~are unable to pass~~ **have not passed** the California High School Exit Exam

**HIGH SCHOOL GRADUATION REQUIREMENTS/
STANDARDS OF PROFICIENCY (continued)**

shall be eligible for a Certificate of Completion or a diploma, depending upon existing law. Students eligible to receive a Certificate of Completion may participate in all senior activities, including graduation ceremonies, subject to appropriate policies.

The District may retroactively grant a high school diploma to a former student who was interned by the order of the federal government during World War II or who is an honorably discharged veteran of World War II, the Korean War, or the Vietnam War, provided he/she was enrolled in a district school immediately preceding the internment or military service and he/she did not receive a diploma because his/her education was interrupted due to the internment or military service. (Education Code 51430)

In addition, the Board may retroactively grant a diploma to a deceased former student who satisfies the above conditions. The diploma shall be received by the deceased student's next of kin. (Education Code 51430)

If a student successfully completes the district's graduation requirements while attending a juvenile court school or nonpublic, non sectarian school or agency, the district shall issue the student a diploma from the school the student last attended. (Education Code 48645.5)

At the beginning of each school year or at the time a student transfers into the District, the Governing Board shall provide written notification to all students in grades 9-12 and to their parents/guardians that each student completing the 12th grade shall be required to successfully pass the state's high school exit examination as a condition of graduation. The notification shall include, at a minimum, the date of the examination, the requirements for passing the examination, and the consequences for not passing the examination. (Education Codes 48980, 60850, 60859).

The examination shall be administered in accordance with law, Board Policy, and administrative regulation.

When students do not demonstrate sufficient progress toward passing the exit examination supplemental instruction offered by the District shall be designated to assist students to succeed on the exit examination and shall reflect statewide academic standards to the extent that the district has aligned its curriculum with those standards. (Education Code 60851)

**HIGH SCHOOL GRADUATION REQUIREMENTS/
STANDARDS OF PROFICIENCY (continued)**

Supplemental instruction shall include summer school instructional programs for students in grades 7-12 who do not demonstrate sufficient progress toward passing the exit examination. (Education Code 37252)

Limitations:

1. Except where specified, courses which are repeated earn credit one time only. In the instance where a course is repeated, the second set of grades will be included on the student's permanent record.
2. A maximum of 40 credits from any work experience education may be credited toward graduation requirements. Students may be enrolled in no more than two (2) periods of outside work experience.
3. A maximum of 10 credits from any combination of teacher's aide, office aide, tutor, library aide, etc., may be applied toward graduation. These credits can only be earned during the 11th and/or 12th grade.
4. A maximum of 40 credits of physical education may be credited toward graduation requirements.
5. Units of credit earned at all other accredited schools and correspondence schools may be transferred. Units from correspondence schools must have prior approval of the student's counselor and administrator.
6. By arrangement, and with prior approval, certain units earned concurrently at other institutions may also be accepted toward graduation. ROP/ROC classes and centers are examples and more information can be obtained from the counseling staff.
7. Units of credit earned on independent contract study or home teaching must have prior approval of the student's counselor and administrator.
8. Units of credit earned at non-accredited schools may be accepted provided there is substantial supportive evidence that the units earned conform to the Carnegie standard of earned credit.

**HIGH SCHOOL GRADUATION REQUIREMENTS/
STANDARDS OF PROFICIENCY (continued)**

9. Units of credit received through the Tracy Adult School must be earned concurrently and have prior approval of the student's counselor and the adult school administrator or designee to be applied toward graduation from high school.
10. Units of credit earned from an institution of higher learning; i.e., an accredited community college or a four (4) year college; may be considered for graduation only if the following criteria is met:
 - a. The student must be currently enrolled as an eleventh or twelfth grader in high school during the time that the college classes are being taken.
 - b. The student must obtain prior written approval from the high school principal and the junior college/college involved in order for units of college credit to be applied toward high school graduation.
 - c. The student must be enrolled in at least four classes at high school during the semester he/she is concurrently enrolled.
 - d. A maximum of twenty (20) units from the higher institution of learning may be credited toward graduation from high school.
 - e. Consideration for credit transfer will not be granted to former students, who left high school before graduation, or who are not age appropriate for re-enrollment.

Early Graduation From Tracy's Comprehensive High Schools

American government, economics, and English IV courses shall be primarily limited to twelfth grade students and to students who are age appropriate for twelfth grade. Enrollment of eleventh grade students in Senior required courses will be based on space availability, student grades and attendance, and the ability of the student to graduate early.

Early graduation petitions must be submitted to the site administration by September 10th of the school year that the student intends to graduate. Students ~~whose class will graduate beginning in 2006~~ must have previously passed the California High School Exit Exam as per the state requirement. Special consideration can be given to hardship cases after the

**HIGH SCHOOL GRADUATION REQUIREMENTS/
STANDARDS OF PROFICIENCY (continued)**

September 10th deadline. The petition must be signed by the student, parent/legal guardian, counselor, and school principal, and must include:

1. The rationale for the request to graduate early
2. An action plan for completing the required course work for early graduation
3. A complete record of the student's grades and credits earned to date
4. The attendance record for the student.

Once completed, the petition to graduate early must be submitted to Student Services for review then to the Board of Trustees for final approval.

Students who graduate at the end of the first semester will not be allowed to participate in second semester Senior activities. The student will be allowed to participate in the graduation ceremonies and post graduation activities, subject to the approval of the principal. Students, who graduate early must be in good behavior standing in order to participate in the graduation ceremony and any post graduation activities.

Standards of Proficiency

~~Students who are presently in the class scheduled to graduate beginning in 2006 are required to pass the California High School Exit Exam as per the state requirement in order to obtain a diploma.~~

The Superintendent or designee shall provide remedial instruction for any student who does not show adequate progress toward mastery of basic skills. This instruction may be provided in summer school and shall continue until the student has been given numerous chances to achieve mastery. (Education Code 51216).

Notices to students in grades 9 to 12 shall inform parents/guardians that the student shall not receive a high school diploma unless the prescribed standards are met. (Education Code 51216).

When a student's progress towards proficiency in basic skills does not meet district standards, or the student fails to pass the California High School Exit Exam, the

HIGH SCHOOL GRADUATION REQUIREMENTS/ STANDARDS OF PROFICIENCY (continued)

principal or designee may arrange a conference in which the student, the parent/guardian and a certificated employee familiar with the student's progress discuss the assessment results and steps to be taken to assist him/her toward the mastery of basic skills. (Education Code 51216).

Graduation Requirements From Duncan-Russell George and Evelyn Stein Continuation High School

Students must earn ~~180~~ 185 credits and complete all required subjects as outlined below. ~~and pass the minimum proficiencies within each required subject area through a combination of acceptable work turned in and incremental testing at a level of 70% or better.~~

~~In addition to earning 180 credits and completing all required subjects, students in 11th or 12th grade as of the 2001-02 school year must meet the High School District proficiency standards in language arts, writing and mathematics. Students classified as 10th graders or below as of the 2001-2002 school year will be required to pass the California High School Exit Exam in addition to meeting district units credits. Unit Credit requirements are:~~

Current Requirements 2006-2007

English.....	30 credits
Social Studies	30 credits
Science	20 credits
Math (<i>including Algebra I or equivalent</i>)	20 credits
Fine Arts	10 credits
Occupation Knowledge.....	5 credits
Electives including Physical Education	65 credits
Total	180 credits

New Requirements 2007-2008

English.....	40 credits
Social Studies	30 credits
Science	30 credits
Math (<i>including Algebra I or equivalent</i>)	20 credits
Fine Arts.....	10 credits

HIGH SCHOOL GRADUATION REQUIREMENTS/ STANDARDS OF PROFICIENCY (continued)

Occupation Knowledge.....	5 credits
Electives including Physical Education.....	55 credits
Total.....	185 credits

Three years of science is to include at least one course in biological science and at least one course in physical science.

Legal Reference:

EDUCATION CODE

51215-51217	Student Progress, elementary and secondary schools (re: standards of proficiency)
51224	Skills and knowledge required for adult life
51225	Graduation requirements
51260 et. Seq.	Drug education
51400-51441	Diplomas and certificates
51411	Residency and graduation
52510	58500 Alternative Schools

EDUCATION CODE

37252 Supplemental instructional programs

48430 Continuation education schools and classes

48645.5 Acceptance of coursework

48980 Notification of parent/guardian

51224 Skills and knowledge required for adult life

51224.5 Algebra instruction

51225.3 Requirements for graduation

51225.5 Honorary diplomas; foreign exchange students

51228 Graduation requirements

**HIGH SCHOOL GRADUATION REQUIREMENTS/
STANDARDS OF PROFICIENCY (continued)**

51240-51246 Exemptions from requirements

51410-51412 Diplomas

51420-51427 High school equivalency certificates

51450-51455 Golden State Seal Merit Diploma

56390-56392 Recognition for educational achievement, special education

60850-60859 High school exit exam

66204 Certification of high school courses as meeting university admissions criteria

CODE OF REGULATIONS, TITLE 5

1600-1651 Graduation of pupils from grade 12 and credit toward graduation

Management Resources:

CSBA POLICY ADVISORIES

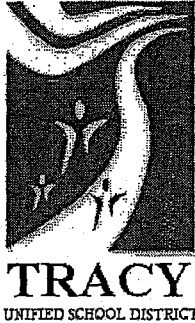
Preparing for the High Stakes of the High School Exit Exam: An Examination of Certificates of Completion, September 2005

Algebra I Requirement: Eligibility for High School Diplomas, March 2004

WEB SITES

CSBA: <http://www.csba.org>

California Department of Education: <http://www.cde.ca.gov>



HUMAN RESOURCES MEMORANDUM

TO: Jim Franco, Superintendent
FROM: James Mousalimas, Assistant Superintendent – H.R. *Jm*
DATE: May 22, 2007
SUBJECT: Approve Student Teaching and Counseling Experience Agreement with University of San Francisco

BACKGROUND: We have encouraged teacher and counseling preparation institutions to place students in our schools to fulfill their teaching and counseling experience requirement. This contract will remain in effect from April 27, 2007 through April 30, 2009.

RATIONALE: ~~Students will be placed with permanent status~~ teachers/counselors within our schools who are willing to serve as Master Teachers with the approval of the site principal.

This agenda item meets strategic goal #6, Partnerships, and goal #7, Educational Leadership.

FUNDING: There is no cost to the District.

RECOMMENDATION: Approve Student Teaching and Counseling Experience Agreement with the University of San Francisco.

**MEMORANDUM OF UNDERSTANDING
AND AGREEMENT TO PROVIDE TEACHING and COUNSELING EXPERIENCE**

This Memorandum of Understanding and Agreement to Provide Teaching and Counseling Experience ("Agreement"), is entered into this 27th day of *April*, 2007, by and between the University of San Francisco ("University") and the *Tracy Joint Unified School District* ("District").

RECITALS

WHEREAS, pursuant to the provisions of the Education Code of the State of California, the governing board of any school district is authorized to enter into agreements with any institution approved by the Commission on Teacher Credentialing as a teacher and counselor education institution to provide teaching or counseling experience to students enrolled in the teacher or counselor training curricula of such institutions; and

WHEREAS, University is approved by the Commission on Teacher Credentialing as a teacher and counselor education institution; and

WHEREAS, any such agreement may provide for the payment in money or in services for the services rendered by the school district in any amount not to exceed the actual cost to the school district of the services rendered; and

WHEREAS, it has been determined between the parties hereto that the value of the services to be rendered to District under this Agreement do not exceed the actual cost to District of the services rendered by District.

TERMS

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained in this Agreement, University and District agree as follows:

I. DISTRICT RESPONSIBILITIES

A. District shall provide teaching experience in the schools or classes of District, not to exceed 30 students from University possessing valid certificates of clearance and assigned by University to teach in the schools and classes of District. Such teaching shall be provided in such schools or classes of District, and under the direct supervision, evaluation, and instruction of such employees of District, as District and University, through their duly authorized representatives, may agree upon.

"Teaching" as used herein and elsewhere in this Agreement means active participation in the duties and functions of classroom teaching under the supervision and instruction of employees of District holding valid teaching credentials issued by the State Board of Education and/or the Commission on Teacher Credentialing, other than emergency or provisional credentials, authorizing them to serve as classroom teachers in the schools and classes of District.

The assignment of a student of University to teach in District shall be deemed effective for the purpose of this Agreement as of the date the student presents the assignment letter to District.

B. District shall provide counseling experience in the schools or classes of District, not to exceed 30 students from University possessing valid certificates of clearance and assigned by University to counsel in the schools and classes of District. Such counseling shall be provided in such schools or classes of District, and under the direct supervision and instruction of such employees of District, as District and University, through their duly authorized representatives, may agree upon.

"Counseling" as used herein and elsewhere in this Agreement means active participation in the duties and functions of school counseling under the supervision and instruction of employees of District holding valid PPS credentials issued by the State Board of Education and/or the Commission on Teacher Credentialing, other than emergency or provisional credentials, authorizing them to serve as school counselors in the schools and classes of District.

The assignment of a student of University to counsel in District shall be deemed effective for the purpose of this Agreement as of the date the student presents the assignment letter to District.

C. District may, for good cause, refuse to accept for supervised teaching or counseling any student of University assigned to teach or counsel in District, and upon request of District, made for good cause, University shall terminate the assignment of any student of University to teach or counsel in District.

II. UNIVERSITY RESPONSIBILITIES

A. The assignment of a University student to teach in the schools or classes of District shall be at the discretion of University and shall be for a period of approximately eighteen (18) weeks. University may give students more than one assignment to teach in such schools or classes.

B. The assignment of a University student to counsel in the schools or classes of District shall be at the discretion of the University and shall be for a period of approximately one academic year. University may give students more than one assignment to counsel in such schools or classes.

University agrees that University students receiving counseling experience within District may not displace certificated District employees. University acknowledges that District hiring policies must comply with local teacher union contracts.

III. COMPENSATION FOR MASTER TEACHERS

University will pay District, for the performance by its teachers of all services required to be performed by District under this Agreement, financial compensation for serving as full-time Master Teachers at the rate of two hundred fifty dollars (\$250.00) per student for each semester within District, said payment to be distributed among the supervising teacher(s) to whom students of University are assigned. University shall determine the number of semester units of credit for teaching to be provided for each student of University assigned to teach under this Agreement.

If University terminates the assignment of a student to teach in the schools or classes of District, District shall receive payment of an amount for such student as though there had been no termination of the assignment, except that if such assignment is terminated before the end of the eighth week of the term of the assignment, District shall receive payment for an assignment for nine (9) weeks only.

Within a reasonable time following the close of each semester of the University of San Francisco, the University shall submit and process an invoice, in duplicate, for payment, for all supervised teaching under and in accordance with this agreement during said semester.

IV. INDEMNITY

District and University agree to protect, hold harmless, indemnify and defend each other (including their respective officers, officials, employees, students and volunteers) from any and all liability (including reasonable attorneys fees) resulting from injury to or death sustained by any person or damage to property of any kind, which is in any way connected with the performance of this Agreement, except that said hold harmless and indemnification shall not be applicable to liability arising from the sole negligence or the sole willful misconduct of District or University.

V. DISTRICT AND UNIVERSITY INSURANCE

District and University each agree to keep in full force and effect, during the term of this Agreement, insurance to meet their respective obligations and liabilities hereunder and such insurance shall include but not be limited to the following:

Commercial General Liability and Auto Liability with limits of not less than \$1,000,000 per occurrence, and \$3,000,000 in the aggregate, for bodily injury, personal injury and property damage, endorsed to name the other party to the contract as additional insured;

Medical Professional Liability with limits of not less than \$1,000,000 per occurrence, and \$3,000,000 in the aggregate;

Workers' Compensation coverage with statutory limits; and

Employers Liability coverage with limits of not less than \$1,000,000 per occurrence, and \$3,000,000 in the aggregate.

Each insurance policy required above shall be endorsed to state that coverage shall not be suspended, voided, or canceled by either party, except after sixty (60) days prior written notice by certified mail, return receipt requested, has been given to the other party to this Agreement.

District and University shall each cause to be issued to the other evidence of such insurance prior to the commencement of this Agreement and annually thereafter.

Attach evidence of insurance policy to this Agreement.

VI. DISPUTES

In the event that a dispute arises between the parties with regard to the rights or duties created by this Agreement, or in the event of a breach of this Agreement by either party, the parties hereto agree to meet and confer in good faith in an effort to resolve the dispute or issue.

In the event the parties are unable to informally resolve the dispute within thirty (30) days after the dispute has arisen, the parties agree to decide whether to attempt to settle the dispute through arbitration or litigation. In order to send a dispute to arbitration, both parties must agree in writing that arbitration is their chosen method of resolving the dispute in question.

VII. GENERAL PROVISIONS

A. **Term of Agreement.** The term of this Agreement shall commence on the 27th day of *April, 2007* and shall terminate on the 30th day of *April, 2009*.

B. **Termination.** This Agreement may be terminated by either party without cause upon thirty (30) days prior written notice; provided, however, that any such termination by District shall not be effective as to any student who at the date of mailing of the notice by District was receiving teaching or counseling experience within District until the student has completed his or her assignment, except at the election of University.

C. **Entire Agreement; Modification.** This Agreement contains all the terms between the parties and may be modified only in writing signed by both parties.

D. **Applicable Law.** The terms and conditions of this Agreement shall be interpreted in accordance with the laws of the State of California.

E. **Severability.** In the event any court of competent jurisdiction determines that any paragraph or subparagraph of this Agreement is invalid or unenforceable for any reason, all remaining paragraphs or subparagraphs shall remain in full force and effect.

F. **Confidentiality.** Both parties shall protect the confidentiality of each others records and information, and shall not disclose confidential information without the prior written consent of the other party. University agrees to comply with District policy and procedure related to patient confidentiality.

G. **Notices.** Any notice to either party hereunder must be in writing signed by the party giving notice, and shall be served either personally or by registered or certified mail addressed as follows:

To University:

With a copy to:

Dean
USF School of Education
2130 Fulton Street
San Francisco, CA 94117

General Counsel
University of San Francisco
2130 Fulton Street
San Francisco, CA 94117

To District:

Susie Martin
Tracy Joint Unified School District
1875 W. Lowell Ave.
Tracy, CA 95376

H. **Non-Discrimination.** The parties agree not to discriminate in employment, academic programs, or the provision of services on the basis of an individual's race, color, religion, religious

creed, ancestry, national origin, age (except minors), sex, sexual orientation, marital status, medical condition (cancer-related) or disability and otherwise as required or permitted by law.

I. Status of the Parties. It is expressly understood and agreed that this Agreement is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture or association between University and District; rather it is an affiliation between independent contractors, these being University and District.

IN WITNESS WHEREOF, this Agreement has been executed by and on behalf of the parties hereto, the day and year first above written.

University of San Francisco

By: Den McPherson
Name
Associate Dean, School of Ed
Title
4/27/07
Date

Tracy Joint Unified School District

By: JAMES Mousalmar
Name
Assistant Superintendent
Title
5/22/07
Date



HUMAN RESOURCES

To: Jim Franco, Superintendent

From: James Mousalimas, Assistant Superintendent of Human Resources *Qm*

Date: June 12, 2007

Subject: Approve New Job Description for Assistant Principal, Elementary (K-5)

BACKGROUND: A job description for Elementary Assistant Principal (K-5) is needed that accurately reflects the essential functions and requirements of the position. The District develops and updates job descriptions to comply with District, State, Federal and Department of Education requirements.

RATIONALE: South/West Park's administrative team is being reorganized from two principals (one for South School and one for West Park School) to a principal and assistant principal for the entire Pre-K to 5th grade campus. The District will conduct a competitive hiring process to identify the most qualified applicant for this position. This agenda item meets Strategic Goal #7, Educational Leadership.

FUNDING: General Fund

RECOMMENDATION: Approve New Job Description for Assistant Principal, Elementary (K-5)

Prepared by: James Mousalimas, Assistant Superintendent for Human Resources

TRACY UNIFIED SCHOOL DISTRICT JOB DESCRIPTION

POSITION TITLE: Assistant Principal, Elementary (K-5)

DEPARTMENT/DIVISION: K-5 Elementary Schools

POSITION SUMMARY: The Assistant Principal, Elementary (K-5), will serve 195 days a year with normal working hours from 8:00 a.m. to 5:00 p.m.

The Assistant Principal, Elementary (K-5), under the direction of the school site principal, assumes responsibilities in administration of school curriculum, instructional programs, staff development, guidance and evaluation of staff, and general administrative functions.

ESSENTIAL FUNCTIONS:

1. Assists supervising principal in administration of the school curriculum, instructional program, staff and physical facilities.
2. Assists in the coordination, implementation and development of all school activities and related organizations.
3. Assists in the implementation of student discipline, guidance and counseling and school-wide supervision scheduling.
4. Assists in planning and scheduling, student-teacher and parent-teacher conferences.
5. Assists in monitoring and implementing Board policies, administrative procedures and school budget.
6. Maintains system for handling local school reports and records.
7. Assists in selection and employment of certificated and classified personnel.
8. Assists in the evaluation and staff development of all certificated and classified personnel.
9. Utilizes the school operation to promote effective parent and community relationships.
10. May direct faculty meetings, encourage teachers to participate in curriculum development, decision making, and the assumption of responsibility for active participation.
11. Participates as a member of the District management team, makes recommendations for District policy and assists in the formation of District curriculum goals and objectives.
12. Assists the principal with attendance records and reports, scheduling, and budgetary accounting.
13. Participates in School Site Council, Open House, Back to School Night and other related school/community events and organizations.
14. Provides classroom instructional support programs and services.
15. Attends IEPs and SSTs.
16. Serves as acting principal in the absence of the principal.
17. Maintains regular and prompt attendance in the workplace.
18. Performs other duties as assigned by supervising principal.

POSITION TITLE:

Assistant Principal, Elementary (K-5)

EDUCATION AND EXPERIENCE:

Ability to carry out oral and written directions, read, write, and speak at a level sufficient to fulfill the duties to be performed. Previous school site teaching or administrative experience preferred. Valid California Administrative Service Credential, or enrolled in an approved Administrative Internship program, valid California Teaching Credential required. Master's Degree preferred.

SKILLS AND QUALIFICATIONS:

1. Knowledge of elementary school curriculum.
2. Ability to provide strong instructional leadership.
3. Knowledge and understanding of effective instructional strategies.
4. Knowledge of intermediate computer skills.
5. Ability to communicate effectively, orally and in writing.
6. Strong interpersonal skills.
7. Ability to maintain cooperative working relationships with those contacted in the course of work.

PHYSICAL REQUIREMENTS:

Employees in this position must have the ability to:

1. Sit for extended periods of time.
2. Enter data into a computer terminal/typewriter and operate standard office equipment.
3. See and read a computer screen and printed matter with or without vision aids.
4. Speak so that others may understand at normal levels and on the telephone.
5. Hear and understand at normal levels and on the telephone with or without hearing aids.
6. Stand for extended periods of time.
7. Walk and bend over.
8. Reach overhead, grasp, push/pull.
9. Lift and/or carry up to 75 pounds at waist height for short distances.

WORK ENVIRONMENT:

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

DAYS OF SERVICE: 195

SALARY: LME 40

BOARD APPROVED: