

NOTICE
REGULAR MEETING OF THE GOVERNING BOARD
TRACY UNIFIED SCHOOL DISTRICT

DATE: TUESDAY, AUGUST 12, 2008

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

**TIME: 5:00 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, T. Guzman, T. Hawkins, K. Lewis, B. Swenson, J. Vaughn
Staff: J. Franco, R. Strong, C. Goodall, S. Harrison and B. Etcheverry.

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

3.1 Educational Services:

3.1.1 Findings of Facts: #FF07-08/ 204

3.1.2 Application for Reinstatement: AR#08-09/1, 2, 3, 4, 5

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

3.1.3 Application for Enrollment: AFE#08-09/1

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

3.1.4 Waiver of Expulsion: WE#08-09/1

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

3.2 Human Resources:

3.2.1 Public Employee Evaluation

Title: Superintendent

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: Ray Strong

Associate Superintendent of Human Resources

Employee Organization: CSEA, TEA

4. Adjourn to Open Session

5. Call to Order and Pledge of Allegiance

6. Closed Session Issues:

6a Action on Findings of Fact # FF07-08/ 204

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

6b Report Out of Action Taken on Application for Reinstatement: AR#08-09/1, 2, 3, 4, 5

Action: Vote: Yes ___; No___; Absent___; Abstain ___

6c Report Out of Action Taken on Application for Enrollment: AFE#08-09/1

Action: Vote: Yes ___; No___; Absent___; Abstain ___

6d Report Out of Action Taken on Waiver of Expulsion: WE#08-09/1

Action: Vote: Yes ___; No___; Absent___; Abstain ___

7. Approve Regular Minutes of June 24, 2008.

Action: Motion___; Second ___. **Vote:** Yes ___; No ___; Absent ___; Abstain- ___.

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8. Student Representative Reports: None.

9. Recognition & Presentations: An opportunity to honor students, employees and community members for outstanding achievement: None.

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

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

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

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

11.1 Administrative & Business Services:

11.1.1 Receive Report on Facilities Projects Update

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11.2 Educational Services:

11.2.1 Receive Report on the Memorandum of Understanding Agreement Between San Joaquin County Public Health Services Immunization Registry Project (aka-RIDE Regional Immunization Data Exchange) and Tracy Unified School District

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12. PUBLIC HEARING:	Pg. No
12.1 Administrative & Business Services:	
12.1.1 Open Public Hearing on the School Facilities Needs Analysis and Adoption of Alternative Developer Fees Pursuant to Government Code Section 65995.6(d)	16-52
13. Consent Items: Actions proposed for consent are consistent with the approved practices of the district and are deemed routine in nature. Trustees receive board agenda background information in advance of scheduled meetings and are prepared to vote with knowledge on the consent items.	
Action: Motion__ ; Second__ . Vote: Yes__ ; No__ ; Absent__ ; Abstain__	
13.1 Administrative & Business Services:	
13.1.1 Ratify Routine Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda	53-57
13.1.2 Ratify Measure E Related Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda	58-61
13.1.3 Adopt Resolution No. 08-01 Authorizing Temporary Loans Between Funds	62-65
13.1.4 Accept Donations	66
13.1.5 Approve Assembly Vendors and Site Assembly Utilization Calendars	67-71
13.2 Educational Services:	
13.2.1 Ratify Contract with Lisa Balogh, OTR for Occupational Therapy Services	72-74
13.2.2 Ratify Contract with Carol Lehman, SLP	75-77
13.2.3 Ratify Master Contract and Individual Services Agreement with North Valley School, Inc.	78-101
13.2.4 Ratify Master Contract and Individual Services Agreement with Tobinworld II, NPS	102-124
13.2.5 Ratify Master Contract and Individual Service Agreement with South San Joaquin Education Center	125-145
13.2.6 Ratify Master Contract and Individual Services Agreement with Options in Education, NPS	146-167
13.2.7 Ratify Service Agreement for Beverly Campbell, Presenter for Staff Development Training for John C. Kimball High School Staff on August 1, 2008	168-171
13.2.8 Ratify the Consolidated Application, Part 1, for Tracy Unified School District (Under Separate Cover)	172
13.2.9 Approve Application Authorizing the District to Enter into a Contract with the State for a Child Development Program for 2008-09 and to Authorize Designated Personnel to Sign Contract Documents	173-177
13.2.10 Approve Agreement for Special Contract Services with San Joaquin County Office of Education for the Artist in Residence Program at Delta Island School	178-180
13.2.11 Receive Update on Quarterly Williams Uniform Complaint Reports for Quarter Ending July 15, 2008	181-182
13.2.12 Approve Overnight Travel for Tracy High Women's Varsity Water Polo Team to Attend Silver State Shootout in Reno, Nevada, on September 4-7, 2008	183

	Pg. No
13.2.13 Ratify Service Agreement with Stanislaus County Office of Education for Student Hearing Screenings for the 2008/2009 School Year	184-188
13.2.14 Ratify Service Agreement with U.C. Berkeley School of Optometry for Student Vision Screenings for the 2008/2009 School Year	189-191
13.3 Human Resources:	
13.3.1 Approve Classified, Certificated and/or Management Employment	192-198
13.3.2 Accept Resignations/Retirements/Leaves of Absence for Classified, Certificated, and/or Management Employment	199-200
13.3.3 Approve Affiliation Agreement with University of Delaware	201-204
13.3.4 Approve School Psychology Agreement with Chapman University College	205-212
13.3.5 Approve Service Agreement with Ryan Adamo (West High) for the 2008 Football Season	213-215
13.3.6 Approve Service Agreement with Damio Towkaniuk (Tracy High) for the 2008 Football Season	216-218
14. Action Items: Action items are considered and voted on individually. Trustees receive background information and staff recommendations for each item recommended for action in advance of scheduled meetings and are prepared to vote with knowledge on the action items.	
14.1 Administrative & Business Services:	
14.1.1 Acknowledge Administrative Regulation 5116.1 Intradistrict Open Enrollment (Second Reading, Intent to Adopt)	219-228
Action: Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain___.	
14.1.2 Adopt Board Policy 3551 and Administrative Regulation 3551 Food Services Operations/Cafeteria Fund and Board Policy 3554 and Administrative Regulation 3554 Other Food Sales (First Reading)	229-248
Action: Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain___.	
14.1.3 Authorize the Associate Superintendent for Business Services to Enter Into an Agreement with UMS Banking to Allow Online Payment for Transportation Fees	249
Action: Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain___.	
14.1.4 Ratify the Purchase of Two(2) School Busses and Authorize the Director of Transportation to Bid and Award the Purchase of Two (2) Additional School Busses to Accommodate Additional Special Education Curb-To-Curb Bus Riders for the 2008-09 School Year	250
Action: Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain___.	
14.1.5 Adopt Resolution No. 08-02 Adopting the School Facilities Needs Analysis and Establishing School Facilities Fees	251-255
Action: Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain___.	
14.1.6 Approve and Appoint Applicant for Alternate Position on Bond Oversight Committee	256
Action: Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain___.	
14.1.7 Authorize the Associate Superintendent for Business Services to Enter Into an Agreement with School Site Solutions, Inc., to Develop a Report on the Impacts the Proposed Lammersville School District Unification Will Have on the Respective Districts	257-278
Action: Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain___.	

- 14.1.8 Approve State Teachers Retirement System (STRS) Exemption Request for Retired Associate Superintendent for Human Resources, Mr. Ray Strong

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

- 14.1.9 Approve Clarification Language for the Conflict of Interest Code

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

14.2 Educational Services: None.

14.3 Human Resources:

- 14.3.1 Approve Revised Job Description for Accounting Supervisor

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

- 14.3.2 Approve Revised Job Description for Academies Secretary

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

- 14.3.3 Approve Expenditure of General Fund Money in the Amount of \$10,000 to Cover the cost of Monetary Awards for Employee Accomplishments and/or Contributions

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

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

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

17. Board Meeting Calendar:

17.1 August 26, 2008

17.2 September 9, 2008

17.3 September 23, 2008

17.4 October 14, 2008

17.5 October 28, 2008

18. Upcoming Events:

18.1 August 13, 2008 First Day of Traditional School

18.2 August 14, 2008 BTSN: Central, Delta Island, Hirsch, Jacobson, Poet, Villalovoz

18.3 August 20, 2008 BTSN: Monte Vista, South/West Park (K-2), Tracy High

18.4 August 21, 2008 BTSN: South/West Park (3-5), McKinley

18.5 August 25, 2008 District Welcome Back

18.6 August 27, 2008 BTSN: Bohn, Williams

18.7 September 1, 2008 No School, Labor Day

18.8 September 3, 2008 BTSN: West High

18.9 September 4, 2008 BTSN: Duncan Russell, Stein

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

**Minutes of
Regular Meeting of the Governing Board
For Tracy Unified School District
Held on Tuesday, June 24, 2008**

5:30 PM: President Vaughn called the meeting to order and adjourned to closed session.

Roll Call: Board: G. Crandall, T. Guzman, T. Hawkins, K. Lewis, B. Swenson, J. Vaughn
Staff: J. Franco, J. Mousalimas, Goodall, B. Etcheverry.

7:08 PM: President Vaughn called the Tracy Unified School District Board of Education to order and led those present in the Pledge of Allegiance.

Closed Session: **6a** Action on Findings of Fact # FF07-08/ 164, 182, 183, 185, 188, 189, 193, 195, 201, 203
Action: Except #195 - Lewis, Hawkins. **Vote:** Yes-6; No-0.
Action on #195: Lewis, Swenson. **Vote:** Yes:5; No-0; Abstain-1(Crandall)
6b Report Out of Action Taken on Application for Reinstatement: #AF07-08/43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68
Action: **Vote:** Yes-6; No-0.
6c Report Out of Action Taken on Intradistrict Attendance Appeal: #AA07-08/1
Action: Uphold decision to deny. **Vote:** Yes-6; No-0.
6d Report Out of Action Taken on Consider Leave of Absence Request for Classified Employee #UCL-117, Pursuant to Article XXIII
Action: Denied. **Vote:** Yes-6; No-0.

Employees Present: W. Huffman, N. Kettner, C. Minter, J. Cardoza, C. Lyons, B. Carter, K. Fistolera, L. Dopp

Press:

Visitors Present: D. Hanson, B. Lebo, P. Holtz, P. Hall, A. Thayer

Minutes: **Approve Regular Minutes of June 10, 2008.**
Action: Guzman, Hawkins. **Vote:** Yes-6; No-0.

Student Representative Reports: None.

Recognition & Presentations:

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

9.1 Recognize Certificated and Classified Retirees

Catherine Lyons was recognized for her upcoming retirement. She was been employed by the District for the past 28 years.

Hearing of Delegations

Christina Frankel's daughters swim for the Tritons. She would like the Board to be aware that the building demolition will create some access problems to the Tracy High pool and maybe they could use the West High pool. She would like to speak with someone about this further.

Wes Huffman and his wife, who is retiring, reviewed the option of the health benefit vs. the \$300 payment and discovered this doesn't work for them. The cap he will be paying next year will be higher than \$300. The District will pay two premiums next year and it won't affect anyone else. He also discussed the 6th grade program and use of Datawise. He thinks algebra is better taught in 9th grade instead of 8th grade. Jamie will speak with him about retirement and Donna will speak to him about algebra.

Information & Discussion Items:

11. Administrative & Business Services:

11.1.1 Receive Report from Lammersville School District Regarding School District Unification Study Report (Under Separate Cover)

Bill Lebo, the retiring superintendent of Lammersville, introduced their new superintendent, Dale Hanson. Mr. Lebo reviewed what their district has done so far toward unification. At this point they look forward to Tracy Unified and Lammersville working out an agreement that will be beneficial to both districts. This is a lengthy process and will ultimately end up at the state board for approval.

Art Thayer also spoke about the state criteria for unification. He has been hired by Lammersville as their unification consultant. He feels the earliest that unification would take place is July, 2011, but it could be later. The residents in Mountain House and Lammersville have been asking about this since 1995. The board and residents want to move ahead. This will have to be approved by county, state and voters.

Trustee Lewis asked Mr. Thayer if there needed to be a minimum number of high school students. Mr. Thayer said no, but there is currently over 1400 students right now. He thinks by 2011 they will have approximately 900 high school students.

Dr. Franco thanked the Lammersville group for presenting this

information. This is an important decision for both Districts. Before moving forward, we need to understand the total effects that this will have ultimately on our employees, students, etc. At this point, Tracy Unified would like to put together a study to determine the impacts that potential unification could have and then meet with Lammersville and the county. We will identify a tentative timetable and a consultant.

Public Hearing: None.

Consent Items: **Action:** Lewis, Crandall. **Vote:** Yes-6; No-0.

13.1 Administrative & Business Services:

- 13.1.1** Authorize Associate Superintendent for Business Services to Enter into Agreement to Dispose of Damaged, Obsolete and Surplus Furniture, Computers and Equipment through Direct Sale to Vendor in Lieu of Disposal Expenses.
- 13.1.2** Accept Donations
- 13.1.3** Ratify Routine Expenditures and Notice of Completion Which Meet Criteria for Placement on Consent Agenda
- 13.1.4** Ratify Measure E Related Expenditures and Notice of Completion
- 13.1.5** Approve the 2007-08 Revised Deferred Maintenance Project List and the Update Five Year Deferred Maintenance Plan

13.2 Educational Services:

- 13.2.1** Approve Funding for the Agriculture Incentive Grant for West High School 2008-09
- 13.2.2** Approve Agreement for Special Contract Services for Nancy Fetzner to Provide Four (4) Days of Follow-Up Language Arts Coaching at South/West Park During the 2008-2009 School Year
- 13.2.3** Ratify Contract with The Gift of Speech
- 13.2.4** Approve 2008-2009 Preliminary School Plans and Site Categorical Budgets for 2008-2009
- 13.2.5** Approve Out-of-State Travel to Las Vegas, Nevada for I Teach K! National Kindergarten Conference
- 13.2.6** Approve the Funding for the Agriculture Incentive Grant for Tracy High School for 2008-2009 School Year
- 13.2.7** Accept Grant Funding from State of California DOE through the California Partnership Academy Grant for the Institute for Global Commerce and Government (IGCG)
- 13.2.8** Approve Agreement for Special Contract Services for Napolitan Productions to Video Tape the Introduction to the Staff Development Plan for 2008-2009

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

13.3.3 Approve Fieldwork Agreement with Chapman University

Action Items:

14.1 Administrative & Business Services:

14.1.1 Adopt Resolution No. 07-36 Authorizing the Governing Board to Delegate Powers to the Associate Superintendent for Business Services

Action: Hawkins, Crandall. \$50,000 – as amended. **Vote:** Yes-6; No-0.

14.1.2 Adopt Resolution No. 07-37, Authorizing Settlement of Insurance Claims Not to Exceed Twenty-Five Thousand Dollars and No Cents (\$25,000.00)

Action: Lewis, Guzman. **Vote:** Yes-6; No-0.

14.1.3 Adopt Resolution No. 07-38 of the Board of Education of Tracy Joint Unified School District Counties of San Joaquin and Alameda Requesting the Board of Supervisors of the County of San Joaquin to Issue and Sell General Obligation Bonds of the District in the Aggregate Principal Amount of Not to Exceed \$17,000,000

Action: Hawkins, Guzman. **Vote:** Yes-6; No-0.

14.1.4 Adopt Resolution No. 07-39 Amending the Formation of the School Facilities Improvement District No. 3 of the Tracy Joint Unified School District

Action: Guzman, Crandall. **Vote:** Yes-6; No-0.

14.1.5 Adopt Resolution No. 07-40 of the Board of Trustees of the Tracy Joint Unified School District Ordering a Bond Election to be Held in and for School Facilities Improvement District No. 3 of the Tracy Joint Unified School District and Authorizing Necessary Actions in Connection Therewith.

Action: Crandall, Lewis. **Vote:** Yes-6; No-

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

Action: Lewis, Crandall. **Vote:** Yes-6; No-0.

14.1.7 Approve Financial Projections of the District's Fund Balances Through June 30, 2008 ("Third Interim Report")

Action: Guzman, Hawkins. **Vote:** Yes-6; No-0.

14.2 Educational Services:

14.2.1 Approve Changes to Athletic Handbooks for Both Merrill West and Tracy High Schools

Action: Guzman, Lewis. **Vote:** Yes-6; No-0.

14.2.2 Approve Changes to Coaches Handbooks for Both Merrill West and Tracy High Schools

Action: As amended. Crandall, Hawkins. **Vote:** Yes-6; No-0.

14.2.3 Approve Changes to Tracy High and West High School Student Handbooks (Under Separate Cover)

Action: Lewis, Guzman. **Vote:** Yes-6; No-0.

14.2.4 Acknowledge Administrative Regulation 5116.1 Intradistrict Open Enrollment (First Reading)

Action: Lewis, Crandall. **Vote:** Yes-6; No-0.

14.2.5 Approve LEA Plan Addendum for 2008/09

Action: Lewis, Guzman. **Vote:** Yes-6; No-0.

14.3 Human Resources:

14.3.1 Approve Revised Job Description for the Continuation High School Principal to Assistant Principal of Adult and Alternative Schools

Action: As amended to read "approve", not "revise".
Swenson, Hawkins. **Vote:** Yes-6; No-0.

14.3.2 Acknowledge Revisions to Administrative Regulation 4355, Management, Supervisory and Confidential Personnel

Action: Hawkins, Guzman. **Vote:** Yes-6; No-0.

14.3.3 Approve the Attached Renewal for a Provisional Intern Permit for Lavette Richards, 9-12 Science

Action: Lewis, Guzman. **Vote:** Yes-6; No-0.

14.3.4 Approve Revised Job Description for Assistant Superintendent for Human Resources

Action: Crandall, Guzman. **Vote:** Yes-6; No-0.

Board Reports:

Trustee Crandall attended the 8th grade promotion at Freiler. Marylee Barron retired. One of the teachers handed each student a marble which they deposited and then promoted Ms. Barron too. Congratulations to all of the retirees. Trustee Lewis hopes everyone enjoys their 1 month break. Trustee Hawkins enjoyed the tour at Tracy High School. He was impressed with EB Theatre and the new building. It will be a spectacular place to learn. He also appreciates all the work on the projects that Bill and Casey have going. Trustee Swenson feels the same about the work progress. Anthony Conteniente, Tom Crites and Bill Willner should be commended for their ongoing work on this. It is good to see our own employees doing the repair. We will miss Jamie and appreciate his years at TUSD. He hopes everyone has a good summer. Trustee Guzman echoed the same reports on Tracy High and all of the work. They are doing a great job. The bond will be a great thing for the other schools. He also thanked Peter Holtz for staying with the bond oversight committee and Jamie for his hard work. Trustee Vaughn thanked all of the certificated, classified and management for all of their hard work. This was a good school year, despite the budget cuts. We've seen a lot of things moving forward. Congratulations to Paul Hall on his first year. He has reduced expulsions by 11 %. Good luck to Jamie, we will miss working with him.

Superintendent Report:

Dr. Franco complimented the Board for all of their efforts in the District this year. It is great having a functioning hard working Board of Education. They all deserve Block Ts or Ws. They are action based and keep the ball rolling which drives the whole District forward. It is a pleasure to work for you.

Dr. Franco and Trustee Crandall then thanked Jamie Mousalimas for his last ten years of service. This is his last Board meeting with our District tonight. We wish him well at the county office. It has been great working with Jamie. He is very easy to get along with and leaves you with the feeling that he really cares about the students and employees.

Jamie Mousalimas stated that he could not have asked for a better 10 years. Tracy Unified is an outstanding district and organization with great educators. He will have new challenges ahead. He feels that this District couldn't be in better hands with Jim, Casey and Sheila and he has never worked with more dedicated and honorable people. They set the tone for the District.

8:32 P.M.
Adjournment.

Clerk

Date



BUSINESS SERVICES MEMORANDUM

To: James Franco, Superintendent

From: C. Goodall, Assistant Superintendent for Business

Date: July 25, 2008

SUBJECT: Receive Report on Facilities Projects Update

Background: Rainforth Grau Architects have been working to provide a comprehensive master plan for the Tracy High School campus, including a future stadium, track and new gymnasium. They have come up with a solution that addresses both space limitations and infrastructure needs.

During the 2008 summer, a number of projects have been under construction. Each of which is at a different stage of development or completion.

Rationale: A progress update on THS master plan and the construction status on other facilities projects will be presented to the Board.

Funding: N/A.

Recommendation: Receive Report on Facilities Projects Updated

Prepared by: Casey Goodall Associate Superintendent for Business Services



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. James C. Franco, Superintendent
FROM: ~~Dr. Sheila Harrison~~, Assistant Superintendent of Educational Services
DATE: ~~July 23, 2008~~
SUBJECT: Receive Report on the Memorandum of Understanding Agreement between San Joaquin County Public Health Services Immunization Registry Project (aka-RIDE Regional Immunization Data Exchange) and Tracy Unified School District

BACKGROUND: In accordance with California State Law all children under the age of 18 years may be admitted to a California school. However, prior to attending school each child must present an up to date immunization record to school staff. To maintain accurate and up to date mandated records; it is beneficial to implement a computer based monitoring and follow-up system for all children.

RATIONALE: The goal of the San Joaquin County Immunization Registry Project (aka-RIDE Regional Immunization Data Exchange) is the development and implementation of a regional computer based immunization monitoring and follow-up system for all children. Participating in this program supports the development, implementation, and use of a computerized immunization registry to:

- A. Maintain accurate, complete, and up-to-date immunization histories and personal demographic data of all children living in San Joaquin County and participating Counties.
- B. Maintain data on children from birth to at least five years of age.
- C. Provide State Immunization Branch with immunization data, which includes personal identifying information, to provide for disaster recovery back up and support state level analysis efforts.
- D. Support sharing of California patients' immunization records.

This agenda item meets Strategic Goal #4, Developing the Whole Student.

FUNDING: There is no cost to the District. This Memorandum of Understanding Agreement is contingent upon the receipt of State funds. If the State does not provide funds for the maintenance of the Immunization Registry, this memorandum shall be null and void.

RECOMMENDATION: Receive Report on the Memorandum of Understanding Agreement between San Joaquin County Public Health Services Immunization Registry Project (aka-RIDE Regional Immunization Data Exchange) and Tracy Unified School District.

Prepared by: Cynthia Edmiston, Coordinator of Health Services

MEMORANDUM OF UNDERSTANDING

BETWEEN SAN JOAQUIN COUNTY PUBLIC HEALTH SERVICES IMMUNIZATION REGISTRY AND PARTICIPATING PROVIDERS/AGENCIES

The goal of the San Joaquin County Immunization Registry Project (aka-RIDE Regional Immunization Data Exchange) is the development and implementation of a regional computer based immunization monitoring and follow-up system for all children.

This document is to serve as a Memorandum of Understanding (MOU) between San Joaquin County Public Health Services (hereafter referred to as "SJCPHS"), on behalf of the San Joaquin County Immunization Registry Project (aka RIDE-Regional Immunization Data Exchange) and _____
_____(hereafter referred to as "Provider/ Agency").

- I. PURPOSE: Participate in the development, implementation, and use of a computerized immunization registry to:
 - A. Maintain accurate, complete, and up-to-date immunization histories and personal demographic data of all children living in San Joaquin County and participating Counties.
 - B. Maintain data on children from birth to at least five years of age.
 - C. Provide State Immunization Branch with immunization data, which **includes** personal identifying information, **to provide for disaster recovery back up** and support state level analysis efforts.
 - D. Support sharing of California patients' immunization records.
- II. TERM: The term of the Memorandum of Understanding shall be indefinite from the date of final approval of this Memorandum of Understanding. This memorandum is contingent upon the receipt of State funds. If the State does not provide funds for the maintenance of the Immunization Registry, this memorandum shall be null and void.
- III. DESCRIPTION OR SERVICE:
 - A. SJCPHS agrees to:
 1. Provide ready access to the database by participating providers and by the Statewide Immunization Information System (SIIS) hub.
 2. Provider/Agency will be granted access to patient records identified as under their care. Initial access to records of

new patients will be granted when the Provider/Agency supplies adequate information to specifically identify the patient.

3. Maintain standardized lists of vaccine types, manufacturers, lot numbers, immunization schedules, and (optionally) vaccine inventories as a service to participating local providers.
4. Determine recommended immunizations for patients based on patient and immunization histories and an approved vaccine schedule.
5. Identify registry patients who are due and/or overdue for immunizations and produce reminder/recall notices for participating Providers/Agency.
6. Provide for confidentiality and security which meets requirements of Health & Safety Code Section 120440, Chapter 2.5 (Disclosure of Immunization Status) and of established State standards.
7. Control access to and updates of patients' records via an established protocol.
8. Create a written Operational Recovery Plan, also known as a disaster recovery plan. The goal of the Operational Recovery Plan shall be the ability to recreate the registry and all of its components with minimal loss of data after a disaster, in order to restore all essential registry functions.
9. Develop a mechanism to monitor access and to detect intrusions to the computer systems and have an established protocol for responding to such attempts.
10. Employ current virus detection software for the purpose of detecting and removing computer viruses from registry components, including, but not limited to, server machines, provider machines, and mass storage devices. Machines and storage devices will be routinely scanned.
11. Define reasonable procedures for the patient/parent/ or guardian to inspect the patient's record and to indicate errors in it to SJCPHS.

B. Provider/Agency Agrees:

1. To access the registry only through use of registry approved access procedures.
2. Not to browse the registry.

3. Not to disclose registry access codes or protocols to unauthorized persons.
4. To be responsible for ensuring that only authorized personnel have access to immunization data and the registry; any lapse in enforcing security by the provider may result in the provider being disqualified from participation in the registry.
5. To use information obtained from the registry only to provide immunization services or appropriate outreach to their patients/clients.
6. To maintain the confidentiality of patients' information obtained from the registry as required of medical records. Provider/Agency understands that inappropriate disclosure of this information will subject him/her to civil and criminal penalties per Sections 56.35, 56.36, 1798.53 and 1798.57 of the Civil Code.
7. To include provisions on confidentiality and re-disclosure in contracts with all third parties, including payors and other providers.
8. To disclose to patient or to patient's parent/guardian that information from the patient's record will be shared with other providers as necessary to provide immunization services, and with health plans, schools, daycare providers, WIC programs, with local and state health departments, and with third party payors and that patient or parent/guardian has the right to refuse to have information shared.
9. That information from the patient's record will not be shared if the patient or parent/guardian refuses to have the information shared with other providers.
10. To inform patient or parent/guardian of their right to refuse to receive immunization reminder or recall notices.
11. To inform patient or parent/guardian of their right to inspect and point out errors in the patient record and of their right to be informed of who has accessed the record, upon request.
12. To forward to the SJCPHS any patient/parent/guardian requests for review of patient information, correction of records, review of who has accessed patient's record, or refusal to receive reminders.

13. Provider agrees to report any breach of security or confidentiality, which has occurred to SJCPHS immediately upon discovery.

IV. DISCLOSURE OF REGISTRY INFORMATION:

1. Unless there is a refusal to permit record sharing, the Agency/Provider may disclose the information in Section 2 below to these local registries and Department of Health Services (DHS), which in turn, may disclose the information to other local health departments, schools, day care providers, WIC programs, health plans, and health care providers taking care of the patient, upon request for information pertaining to a specific person.
2. The information that may be disclosed by health care providers to the registries and the Department of Health Services are: 1) name of the patient and names of the patient's parents or guardians; 2) date of birth of the patient; 3) current address and telephone number of the patient and the patient's parents or guardians (**Note: the address and phone number cannot be shared with health plans, schools, daycare providers, or WIC programs.**) 4) patient's gender; 5) patient's place of birth; 6) manufacturer and lot number for each immunization received; 7) types and dates of immunizations received by the patient; 8) adverse reaction to immunizations received; 9) other non-medical information necessary to establish the patient's unique identity and record; 10) and, any other elements authorized by law.
3. Information will not be shared with other providers or agencies if the patient or parent/guardian refuses to have the information shared.
4. Immunization reminder or recall notices will not be sent if the patient or parent/guardian refuses to receive these notices.
5. Information will be shared with a querying provider or agency only if sufficient personal information is provided to identify the patient.
6. The patient or patient's parent or guardian has the right to examine any shared immunization-related information and to indicate errors in it to the registry, which, upon notification by acceptable means, will correct the error or note

disagreement about whether an error exists. The registry will define reasonable procedures to do this.

7. In general, any disclosure of patient information shall be made only in the best interests of the child, and any person or entity to which information is disclosed or re-disclosed will be subject to the same conditions of confidentiality and penalties imposed by legislation.
8. Training and training materials for standard confidentiality practices shall be provided for employees and providers handling confidential data.
9. Data on any removable storage media shall be rendered unrecoverable before discarding or disposing of the storage media.
10. Any hard copy produced by a registry that contains confidential data will be shredded before disposal.

V. TERMINATION:

- A. This Memorandum of Understanding may be terminated by either party with thirty (30) days written notice to terminate the agreement.

VI. RESPONSIBILITY:

- A. Provider or agency acknowledges that SJCPHS is not responsible for the accuracy of the data which they receive.
- B. In no event shall SJCPHS be liable for special, indirect, and/or consequential damages. Provider or agency hereby waives any claim and recourse against SJCPHS for such damages.
- C. Provider shall strive to provide accurate and timely data.
- D. Provider acknowledges that all equipment (hardware and/or software) provided by the SJCPHS is contingent upon the provider staying with the registry.

VII. RIGHT TO AUDIT:

SJCPHS has the right to audit compliance with the confidentiality protection in this agreement and to make recommendations for improvement.

VIII. HOLD HARMLESS:

The Provider/Agency agrees to indemnify, hold harmless, and defend the county, it's officers, agents, and employees from any and all claims and losses accruing or resulting to any and all contractors, suppliers, laborers,

and any other person, firm, or corporation furnishing or supplying work services, material or supplies in conjunction with this agreement, and from any and all claims and loss accruing or resulting to any person, firm, or corporation who may be injured or damaged by acts or omissions in the performance of this agreement.

IX. NONWAIVER:

The failure of either Party to insist upon or enforce strict performance by the other party of any of the provisions in this agreement, or to exercise any right or remedy under this agreement will not be considered as a waiver or relinquishment to any extent of that party's right to assert or rely upon such provisions, rights or remedies in that or any other instance; rather the same will be and remain in full force and effect.

This agreement constitutes the entire agreement, and supercedes any and all prior negotiations, representations, correspondence, understandings and agreements with regard to the subject of this agreement. No amendment or modification of any of the provisions of this agreement will be valid unless set forth in a written instrument signed by both parties.

In witness thereof, the parties have executed this MOU as of the date hereof.

Karen Furst, MD
Health Officer
Public Health Services of San Joaquin County

Date

Authorized Signature

Date

Printed Name & Title

Provider/Agency

Provider Address

(updated 9/06)



TRACY
UNIFIED SCHOOL DISTRICT

BUSINESS SERVICES MEMORANDUM

TO: James C. Franco, Superintendent
FROM: C. Goodall, Assistant Superintendent for Business
DATE: July 25, 2008
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 50% 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 is scheduled to begin on May 28, 2008 and will close at the August 12, 2008 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 \$6.72 and Level III fees of \$13.44 per square foot of residential construction. The fees for the K-8 feeder Districts which are only responsible for mitigation of high school facilities, Level II fees are \$2.51 and Level III fees of \$5.02 per square foot of residential construction.

FUNDING: No funding implications

RECOMMENDATIONS: 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

<https://staff.tusd.net/personal/bcarter/Private Documents/SFNA/2008/BOARD AGENDA Needs Analysis Public Hearing closing.doc>

Tracy Unified School District
School Facilities Needs Analysis
Kindergarten – Grade 12
May 27, 2008

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 \$2.97 per square foot of assessable area for new residential construction and a maximum of \$.47 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 (2008 \$s)**

Level II Fee per Square Foot	\$6.72
Level III Fee per Square Foot	\$13.44

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 April 25, 2007 with the recertification of SAB Forms 50-01. 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 50-01 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 21 % of the District's local bonding capacity.
- More than 38% 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	716	1,774	0.41
Middle 6-8	377	1,774	0.21
High School 9-12	544	1,774	0.31
Total	1,637	1,774	0.93

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	84	215	0.39
Middle 6-8	35	215	0.16
High School 9-12	39	215	0.18
Total	158	215	0.73

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 645 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	202	98	299
Middle 6-8	106	41	147
High School 9-12	153	45	199
Total	461	184	645

* 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 (2008 \$'s)

School Level	New Construction Grant Amount
Elementary K-5	\$8,634
Middle 6-8	\$9,130
High School 9-12	\$11,542

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	299	\$8,634	\$ 2,585,695
Middle 6-8	147	\$9,130	\$ 1,341,697
High School 9-12	199	\$11,542	\$ 2,293,070
Total	645		\$ 6,220,462

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	299	750	0.40
Middle 6-8	147	1,200	0.12
High School 9-12	199	2,400	0.08

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	0.40	\$3,510,000	\$1,401,558
Middle 6-8	0.12	\$8,000,000	\$979,698
High School 9-12	0.08	\$24,750,000	\$2,048,832

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	\$1,401,558	50.00%	\$700,779
Middle 6-8	\$979,698	50.00%	\$489,849
High School 9-12	\$2,048,832	50.00%	\$1,024,416

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	\$2,585,695	\$700,779	\$3,286,474
Middle 6-8	\$1,341,697	\$489,849	\$1,831,546
High School 9-12	\$2,293,070	\$1,024,416	\$3,317,486
Total	\$6,220,462	\$2,215,044	\$8,435,506

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 12,715 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 2007/08 school year.

Table 14
Existing School Facilities Capacity and Enrollment

School Level	2007/08 Capacity	2007/08 Enrollment	Excess/(Shortage)
Elementary K-5	5,936	7,176	(1,240)
Middle 6-8	2,349	3,767	(1,418)
High School 9-12	4,212	6,292	(2,080)
SDC	218	Incl. Above	(218)
Total	12,715	17,235	(4,956)

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	\$ 8,435,506
Local Funds Available	\$ 0
Total Level II Mitigation Amount	\$ 8,435,506

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	\$8,435,506
Total Square Feet	1,255,500
Level II Fee per Square Foot	\$6.72

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	\$8,435,506
Unfunded 50%	\$8,435,506
Level III Mitigation Amount	\$16,871,012

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	\$16,871,012
Total Square Feet	1,255,500
Level III Fee per Square Foot	\$13.44

Appendix

ENROLLMENT CERTIFICATE 'PROJECTION

SAB 50-01 (Rev. 01/03) Excel (Rev. 2/27/2003)

OFFICE OF PUBLIC SCHOOL CONSTRUCTION

Page 3 of 3

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)

COMBO 2006/2007

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

Grade	3rd Previous 2003/04	2nd Previous 2004/05	Previous 2005/06	Current 2006/07
K	1,427	1,459	1,572	1,554
1	1,461	1,600	1,572	1,665
2	1,511	1,578	1,657	1,638
3	1,553	1,629	1,660	1,715
4	1,539	1,642	1,644	1,710
5	1,548	1,671	1,670	1,683
6	1,551	1,633	1,700	1,719
7	1,569	1,638	1,659	1,727
8	1,521	1,615	1,671	1,687
9	1,407	1,588	1,613	1,709
10	1,355	1,506	1,493	1,554
11	1,162	1,401	1,378	1,420
12	978	1,043	1,225	1,189
TOTAL	18,582	20,003	20,514	20,970

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	3		
10	39	39	36	27
11	15	28	28	23
12	110	74	95	107

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

Elementary	Non-Severe	Severe	Secondary	Non-Severe	Severe
MR	22	4	MR	15	16
HH			HH	1	
DEAF	72	13	DEAF	7	
HI			HI		
SLI			SLI		
VI	2	1	VI		
SED	8		SED	8	
OI	5	2	OI	2	3
OHI	13	4	OHI	10	
SLD	121		SLD	112	
DB			DB		
MH			MH		
AUT	17	4	AUT	2	3
TBI		1	TBI		
TOTAL	260	29	TOTAL	157	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

N/A

Part G. District Student Yield Factor

N/A

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

K-6	7-8	9-12	TOTAL
8,630	2,499	8,388	19,517

Projections - special day class pupils only

Elementary	Non-Severe	Severe	Secondary	Non-Severe	Severe
MR	25	4	MR	17	19
HH			HH	1	
DEAF	80	14	DEAF	8	
HI			HI		
SLI			SLI		
VI	2	1	VI		
SED	9		SED	9	
OI	6	2	OI	2	3
OHI	14	4	OHI	12	
SLD	135		SLD	130	
DB			DB		
MH			MH		
AUT	19	4	AUT	2	3
TBI		1	TBI		
TOTAL	290	30	TOTAL	181	25

Part I.

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

K-6	7-8	9-12	TOTAL
11,958	3,516	4,751	20,225

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

Elementary	Secondary	Elementary	Secondary
MR	27	MR	7
HH	1	HH	17
DEAF	87	DEAF	124
HI		HI	
SLI		SLI	
VI	3	VI	21
SED	8	SED	1
TOTAL	295	TOTAL	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

Deuse Wakefield

DATE

4/5/07

EXISTING SCHOOL BUILDING CAPACITY

OFFICE OF PUBLIC SCHOOL CONSTRUCTION

SCHOOL FACILITY PROGRAM

SAB 50-02 (Rev. 09/02)

Page 4 of 4

SCHOOL DISTRICT Tracy Joint Unified School District	FIVE DIGIT DISTRICT CODE NUMBER (see California Public School Directory) 75499
COUNTY San Joaquin	HIGH SCHOOL ATTENDANCE AREA (HSAA) OR SUPER HSAA (if applicable)

PART I - Classroom Inventory <input type="checkbox"/> NEW <input type="checkbox"/> 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	24	49			119
Line 7. Permanent Classrooms	185	68	115	14	4	386
Line 8. Total (Lines 1 through 7)	261	104	194	14	4	577

PART II - Available Classrooms Option A.	K-6	7-8	9-12	Non-Severe	Severe	Total
a. Part I, line 4						
b. Part I, line 5	9	5				
c. Part I, line 6	46	24	49			119
d. Part I, line 7	185	68	115	14	4	386
e. Total (a, b, c, & d)	240	97	164	14	4	519

Option B.	K-6	7-8	9-12	Non-Severe	Severe	Total
a. Part I, line 8	261	104	194	14	4	577
b. Part I, lines 1,2,5 and 6 (total only)						190
c. 25 percent of Part I, line 7 (total only)						97
d. Subtract c from b (enter 0 if negative)	37	18	38			93
e. Total (a minus d)	224	87	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	2,349	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	2,349	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



		2008 SGR			
SUBDIVISIONS	# Homes 07	K-5	6-8	9-12	TOTAL
Foothill Ranch	81	0.3333	0.1481	0.2840	0.7654
Buena Vista	90	0.2556	0.1333	0.3000	0.6889
Foothill Vista	102	0.4118	0.2843	0.3039	1.0000
Sterling Estates	102	0.4608	0.2647	0.4216	1.1471
Sienna Park	153	0.4052	0.1961	0.2092	0.8105
Belconte South	203	0.3350	0.2266	0.3103	0.8719
Laurel Brook	106	0.4340	0.1792	0.3585	0.9717
Park Atherton	134	0.4552	0.2239	0.3134	0.9925
Bridle Creek	169	0.5325	0.1834	0.3136	1.0296
Woodfield	410	0.3463	0.1902	0.2951	0.8317
Muirfield 7	145	0.5103	0.2828	0.3448	1.1379
Alden Meadows	79	0.4304	0.2785	0.2658	0.9747
TOTAL	1774	0.4092	0.2159	0.3100	0.9352
Avg. Sq Ft. per Home	2111.164				
		2008 - STUDENTS			
SUBDIVISIONS	# Homes 07	K-5	6-8	9-12	TOTAL
Foothill Ranch	81	27	12	23	62
Buena Vista	90	23	12	27	62
Foothill Vista	102	42	29	31	102
Sterling Estates	102	47	27	43	117
Sienna Park	153	62	30	32	124
Belconte South	203	68	46	63	177
Laurel Brook	106	46	19	38	103
Park Atherton	134	61	30	42	133
Bridle Creek	169	90	31	53	174
Woodfield	410	142	78	121	341
Muirfield 7	145	74	41	50	165
Alden Meadows	79	34	22	21	77
TOTAL	1774	716	377	544	1637
*Student statistics extracted from demographic data 11/1/07					

Tracy Unified School District
School Facilities Needs Analysis
K-8 Feeder Districts
May 27, 2008

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 \$2.97 per square foot of assessable area for new residential construction and a maximum of \$.47 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	\$2.51
Level III Fee per Square Foot	\$5.02

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 April 25, 2007 with the recertification of SAB Forms 50-01. 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 50-01 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 21 % of the District's local bonding capacity.
- More than 38% 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	544	1,774	0.31

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	39	215	0.18

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 663 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	600	62	663

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 (2008 \$'s)

School Level	New Construction Grant Amount
High School 9-12	\$11,542

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	663	\$11,542	\$7,650,313

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 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	663	2,400	0.28

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	0.28	\$24,750,000	\$6,835,371

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	\$6,835,371	50.00%	\$3,417,686

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	\$7,650,313	\$3,417,686	\$11,067,999

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 2007/08 school year.

Table 14
Existing School Facilities Capacity and Enrollment

School Level	2007/08 Capacity	2007/08 Enrollment	Excess/(Shortage)
High School 9-12	4,212	6,292	(2,080)

- 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	\$ 11,067,999
Local Funds Available	\$ 0
Total Level II Mitigation Amount	\$ 11,067,999

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 4,408,538 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	\$11,067,999
Total Square Feet	4,408,538
Level II Fee per Square Foot	\$2.51

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	\$11,067,999
Unfunded 50%	\$11,067,999
Level III Mitigation Amount	\$22,135,998

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	\$22,135,998
Total Square Feet	4,408,538
Level III Fee per Square Foot	\$5.02



BUSINESS SERVICES MEMORANDUM

TO: Dr. James C. Franco, Superintendent
FROM: Dr. Casey J. Goodall, Associate Superintendent for Business Services
DATE: August 1, 2008
SUBJECT: Ratify Routine Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda.

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

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

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

FUNDING: Per attached summary of requisitions.

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

Prepared by: Dr. Casey J. Goodall, Associate Superintendent of Business Services

BUSINESS SERVICES
FACILITIES DEVELOPMENT DEPARTMENT
SUMMARY OF SERVICES

A. Vendor: Davis Demographics & Planning
Site: District Wide
Item: Agreement
Services: Renew agreement with demographers for the 2008-2009 school year; to provide enrollment projections and demographic data to be used to determine student resident attendance areas, the impact of grandfathering, transportation requirements and potential boundary adjustments.
Cost: \$21,140.00
Project Funding: Developer Fees

B. Vendor: California Department of Education (SJCOE Special Education)
Site: District Wide
Item: Agreement - Ratify
Services: The District will be representing the SJCOE Special Education as the Child Nutrition Program Sponsor throughout the District. The District will receive reimbursement from CDE for all meals served to children enrolled in the Special Education Program at a rate of one breakfast/lunch/snack per child per day, according to each child's eligibility category.
Cost: No cost to the District; Reimbursement to the District
Project Funding: No funding required

C. Vendor: To be determined based on competitive quotes
Site: District Wide
Item: Agreement
Services: The vendor will provide 2 full size and 1 medium size pick up trucks to be used for Security and John C. Kimball High School. The MM&O department will be paying off a current five year lease. The lease funds will be re-used to purchase these three vehicles. No bid is necessary since the total cost will not exceed the bid limit. A minimum of three competitive quotes will be obtained on each vehicle prior to purchase.
Cost: \$72,400.00 Not to Exceed (to be paid on a 5yr lease purchase)
Project Funding: Maintenance and Operations

D. Vendor: Finney's Flooring
Site: Bohn Elementary School
Item: Notice of Completion - Ratify
Services: Contractor to install carpet throughout the campus (administration, kindergarten, library, classrooms 14-19 and 21-23).
Original Contract: \$95,279.00 Change Order: \$0.00 Total Amount: \$95,279.00
Completion Date: July 15, 2008
Project Funding: Deferred Maintenance – 07/08

E. Vendor: AM Stephens
Site: Hirsch Elementary School
Item: Change Order #1 - Ratify
Services: Re-routed two irrigation valves which were located in the apparatus expansion area.
Cost: \$775.00
Project Funding: General Fund

F. Vendor: AM Stephens
Site: Hirsch Elementary School
Item: Notice of Completion - Ratify
Services: Contractor to prepare site area for the installation of new apparatus equipment.
Original Contract: \$27,540.00 Change Order: \$775.00 Total Amount: \$28,315.00
Completion Date: July 23, 2008
Project Funding: General Fund

G. Vendor: Charles Walker Inspection
Site: Kimball High School
Item: Amendment to Agreement - Ratify
Services: Assistant Inspector to be working directly under Lead Inspector on this project.
Cost: \$10,000.00 – Not to Exceed per month
Project Funding: Developer Fees and State School Building Fund (SSBF)

H. Vendor: RGM & Associates
Site: Tracy High School – Locker Room Remodel
Item: Amendment to Agreement - Ratify
Services: Construction Management services for the Boy's and Girl's Locker Room Remodeling project.
Cost: \$15,000.00 – Not to Exceed
Project Funding: Deferred Maintenance 08/09

I. Vendor: Barham Inc. dba BC Construction
Site: Tracy High School – Locker Room Remodel
Item: Agreement - Ratify
Services: Contractor to remodel boy's and girl's locker rooms which include electrical, mechanical, plumbing and miscellaneous carpentry/finishes.
Cost: \$384,795.00
Project Funding: Deferred Maintenance 08/09

J. Vendor: George Roofing
Site: Tracy High School – EB Theater
Item: Agreement - Ratify
Services: Roof replacement with Clay Tile and Asphalt Shingle roofing; Tracy High School EB Theater
Cost: \$142,000.00
Project Funding: Deferred Maintenance 08/09

K. Vendor: Finney's Flooring
Site: Tracy High School – EB Theater
Item: Notice of Completion - Ratify
Services: Contractor to install carpet in specified areas in the theater.
Original Contract: \$33,976.00 Change Order: \$0.00 Total Amount: \$33,976.00
Completion Date: July 10, 2008
Project Funding: Deferred Maintenance – 07/08

L. Vendor: Barry's Backhoe Service, Inc.
Site: Tracy Learning Center (Clover)
Item: Change Order #1 - Ratify
Services: Contractor had to locate existing building stubs for classrooms which required an additional lateral and clean out to be installed.
Cost: \$4,765.89
Project Funding: General Fund

M. Vendor: Bockmon & Woody Electric Company
Site: Tracy Learning Center (Clover)
Item: Change Order #1
Services: Contractor to install additional conduit and cabling due to IDF being in a different location then shown on plans.
Cost: \$4,928.11
Project Funding: General Fund

N. Vendor: Barry's Backhoe Service, Inc.
Site: Tracy Learning Center (Clover)
Item: Notice of Completion - Ratify
Services: Contractor to install new sewer line throughout specified areas on site.
Original Contract: \$77,500.00 Change Order: \$4,766.00 Total Amount: \$82,266.00
Completion Date: July 18, 2008
Project Funding: General Fund

O. Vendor: Foam Experts Roofing, Inc.
Site: Various School Sites
Item: Agreement - Ratify
Services: Roof replacement with Spray Polyurethane Foam roofing; designated areas located at Central, South/West Park (South School only) and West High School.
Cost: \$212,380.00
Project Funding: Deferred Maintenance 08/09

P. Vendor: Cool Roofing Systems, Inc.
Site: Various School Sites
Item: Agreement - Ratify
Services: Roof replacement with PVC Single Ply roofing; designated areas located at Bohn, Jacobson, McKinley, North, Poet-Christian and Tracy High School EB Theater
Cost: \$610,792.00
Project Funding: Deferred Maintenance 08/09

Q. Vendor: Foam Experts Roofing, Inc.
Site: District Maintenance Building
Item: Agreement - Ratify
Services: Roof replacement with PVC Single Ply roofing on the maintenance building.
Cost: \$106,420.00
Project Funding: Unrestricted Facilities Fund & General Fund



BUSINESS SERVICES MEMORANDUM

To: Dr. James C. Franco, Superintendent
From: Dr. Casey J. Goodall, Associate Superintendent for Business Services
Date: August 1, 2008
SUBJECT: Ratify Measure E Related Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda

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

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

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

FUNDING: Per attached summary of requisitions.

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

Prepared by: Dr. Casey J. Goodall, Associate Superintendent of Business Services

BUSINESS SERVICES
FACILITIES DEVELOPMENT DEPARTMENT
SUMMARY OF SERVICES

A. Vendor: Wallace Kuhl & Associates
Site: Tracy High School – New Two-Story Classroom Bldg.
Item: Agreement Amendment - Ratify
Services: Original cost estimate prepared without having a detailed construction schedule. Cost covers additional services already provided and expected cost through completion of the project.
Cost: \$25,000.00
Project Funding: Local Bond Funds and State School Building Fund (SSBF)

B. Vendor: Contract Interiors
Site: Tracy High School – New Two-Story Classroom Bldg.
Item: Agreement - Ratify
Services: Furniture; desks, chairs and cabinets for new classrooms.
Cost: \$70,469.00
Project Funding: Local Bond Funds and SSBF

C. Vendor: AMS.Net
Site: Tracy High School – New Two-Story Classroom Bldg.
Item: Notice of Completion - Ratify
Services: Contractor to install VBrick system to support video distribution.
Original Contract: \$535,929.00 Change Order: <\$22,484.00> Total Amount: \$513,445.00
Completion Date: May 23, 2008
Project Funding: Local Bond Funds and SSBF

D. Vendor: Sargent-Welch
Site: Tracy High School Modernization – Science Classroom
Item: Quote - Ratify
Services: Equipment; Ice flaker, refrigerator and freezer for new science classroom building.
Cost: \$15,200.00
Project Funding: Local Bond Funds and SSBF

E. Vendor: Virco Equipment
Site: Tracy High School Modernization – Science Classroom
Item: Quote - Ratify
Services: Equipment; adjustable height stools for new science classroom building.
Cost: \$9,848.16
Project Funding: Local Bond Funds and SSBF

F. Vendor: McFadden Construction
Site: Tracy High School Modernization – Science Classroom
Item: Change Order #1 - Ratify
Services: Scope of work documented on change order summary.
Cost: \$57,575.00
Project Funding: Local Bond Funds and SSBF

G.	Vendor:	Mike Allsup Inspection Services
	Site:	Tracy High School Modernization – Gymnasium/HVAC
	Item:	Agreement - Ratify
	Services:	Inspection services for the Gym/HVAC modernization project.
	Cost:	\$24,000.00 Not to Exceed
	Project Funding:	Local Bond Funds and SSBF
<hr/>		
H.	Vendor:	Roebbelen Contracting, Inc.
	Site:	Tracy High School – Renovation and New Construction Project
	Item:	Predevelopment Agreement - Ratify
	Services:	Provide preliminary consulting services for design development, along with constructability review, construction schedule and responsibility matrix.
	Cost:	\$100,000.00 Not to Exceed
	Project Funding:	Local Bond Funds and SSBF
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I.	Vendor:	Terrasearch, Inc.
	Site:	Tracy High School – Renovation and New Construction Project
	Item:	Proposal - Ratify
	Services:	Conduct geotechnical and geohazard assessment for the renovation/new construction at Tracy High School.
	Cost:	\$16,600.00 Estimated
	Project Funding:	Local Bond Funds and SSBF
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J.	Vendor:	Division of the State Architect
	Site:	Tracy High School – Renovation and New Construction Project
	Item:	DSA-1 Application - Ratify
	Services:	Application and payment necessary for plan and specification approval for the Computer Hardware, Electrical & Network Engineering CTE.
	Cost:	\$9,400.00
	Project Funding:	Local Bond Funds and SSBF
<hr/>		
K.	Vendor:	Division of the State Architect
	Site:	Tracy High School – Renovation and New Construction Project
	Item:	DSA-1 Application - Ratify
	Services:	Application and payment necessary for plan and specification approval for the Vehicle Maintenance, Service and Repair Facility CTE.
	Cost:	\$10,400.00
	Project Funding:	Local Bond Funds and SSBF
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L.	Vendor:	Securitas Security Systems
	Site:	Tracy High School
	Item:	Notice of Completion - Ratify
	Services:	Contractor to furnish and install access control system and software.
	Original Contract:	\$49,965.00 Change Order: \$0.00 Total Amount: \$49,965.00
	Completion Date:	March 1, 2008
	Project Funding:	Local Bond Funds and SSBF
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M. Vendor: East Bay Restaurant Supply, Inc.
Site: West High School – Stadium/Pool
Item: Quote - Ratify
Services: Vendor to supply work tables and wall shelves for the Concession Building.
Cost: \$2,613.00
Project Funding: Local Bond Funds and SSBF


N. Vendor: TriMark Economy Restaurant Fixtures
Site: West High School – Stadium/Pool
Item: Quote - Ratify
Services: Vendor to supply solid one door freezer and ice machine with storage bin for the Concession Building.
Cost: \$7,587.76
Project Funding: Local Bond Funds and SSBF

O. Vendor: Roebbelen Contracting, Inc.
Site: West High School – Stadium/Pool
Item: Change Order #7 - Ratify
Services: Scope of work documented on change order summary.
Cost: \$40,925.00
Project Funding: Local Bond Funds and SSBF



BUSINESS SERVICES MEMORANDUM

To: James Franco, Superintendent

From:  C. Goodall, Assistant Superintendent for Business

Date: August 12, 2008

SUBJECT: Adopt Resolution No. 08-01 Authorizing Temporary Loans between Funds

BACKGROUND: As a result of the current state budget and apportionment deferrals, the potential for cash flow deficiencies may create the need for a fund to temporarily borrow cash from other funds. Education Code Section 42603 authorizes such a loan. This Code Section reads:

The governing board of any school district may direct that moneys held in any fund or account may be temporarily transferred to another fund or account of the district for payment of obligations. The transfer shall be accounted for as temporary borrowing between funds or accounts and shall not be available for appropriation or be considered income to the borrowing fund or account. Amounts transferred shall be repaid either in the same fiscal year, or in the following fiscal year if the transfer takes place within the final 120 calendar days of a fiscal year. Borrowing shall occur only when the fund or account receiving the money will earn sufficient income, during the current fiscal year, to repay the amount transferred. No more than 75 percent of the maximum of moneys held in any fund or account during a current fiscal year may be transferred.

RATIONALE: In the district's current economic circumstance, it may be necessary from time to time to temporarily borrow moneys from other funds in order to satisfy current operating expenditures. Adoption of this resolution will provide administration with the authorization necessary to initiate a temporary loan between funds when necessary, thereby allowing administration to manage the district's cash in a fiscally prudent and responsible manner.

FUNDING: Funding requirements will vary with the amount borrowed and the prevailing interest rate.

RECOMMENDATION: Adopt Resolution No. 08-01 Authorizing Temporary Loans between Funds.

Prepared by: Jill Carter, Budget Analyst



**TRACY UNIFIED SCHOOL DISTRICT
Resolution No. 08-01**

**AUTHORIZING THE DISTRICT TO TEMPORARILY
TRANSFER MONEYS BETWEEN FUNDS AND
ACCOUNTS AS ALLOWED UNDER
EDUCATION CODE SECTION 42603**

WHEREAS, Education code section 42603 authorizes the governing board of any school district to direct that moneys held in any fund or account may be temporarily transferred to another fund or account of the district for payment of obligations; and

WHEREAS, any transfer shall be accounted for as a temporary borrowing between funds or accounts and shall not be available for appropriation or be considered income to the borrowing fund or account; and

WHEREAS, amounts transferred shall be repaid either in the same fiscal year, or in the following fiscal year if the transfer takes place within the final 120 calendar days of a fiscal year; and

WHEREAS, borrowing shall occur only when the fund receiving the money will earn sufficient income, during the current fiscal year, to repay the amount transferred; and

WHEREAS, no more than seventy-five percent of the maximum of moneys held in any fund or account during a fiscal year may be transferred;

NOW, THEREFORE, BE IT RESOLVED that this board does adopt resolution 08-01 authorizing the district to temporarily transfer moneys between funds and accounts as allowed under Education code section 42603.

ADOPTED by the governing board of the Tracy Unified School District on August 12, 2008, by the following vote:

AYES:

NOES:

ABSENT:

James Vaughn, President

James Franco, Superintendent
Tracy Joint Unified School District

Bill Swenson, Clerk of the Board



BUSINESS SERVICES MEMORANDUM

To: James Franco, Superintendent
From: Casey Goodall, Associate Superintendent for Business
Date: July 24, 2008
SUBJECT: Accept Donations

Background: Board Policy 3280 and Administrative Regulation 3280.1, Gifts, Grants, and Bequests, provides guidelines for accepting donations. The Governing Board may accept any bequest or gift of money or property on behalf of the district. While greatly appreciating suitable donations, the Board discourages any gifts which may directly or indirectly diminish safety or equal educational opportunities for all district students. Before accepting a gift, the Board shall consider whether the gift:

1. has purpose consistent with the district's vision and philosophy.
2. begins a program which the Board would be unable to continue when the donated funds are exhausted.
3. entails undesirable or excessive costs.
4. implies endorsement of any business or product.

The following donations have been offered:

1. To various Schools from Tracy Sunrise Rotary, PO Box 1287, Tracy, CA 95378-1287. The donation is a check (no. 1643, dated 7/2/2008) in the amount of \$4,000. The funds are to be distributed the following schools to support the "Kids Who Read Succeed" program: Delta Island, \$500; Jacobson, \$500; Bohn, \$500; Hirsch, \$500; Central, \$500; McKinley, \$500; South, \$500; Villalovoz, \$500.

Rationale: Acceptance is recommended in order to meet the Districts strategic goals.

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

Recommendation: Accept Donations

Prepared by: Casey Goodall, Associate Superintendent for Business Services



BUSINESS SERVICES MEMORANDUM

To: James Franco, Superintendent
From: C. Goodall, Assistant Superintendent for Business
Date: July 14, 2008
SUBJECT: Approve Assembly Vendors and Site Assembly Utilization Calendars

Background: To be valid or to constitute an enforceable obligation against the district, education code 17604 requires that all contracts must be approved and/or ratified by the board of trustees. This requirement is met in several different ways, depending on the value of the requisition, the types of services or materials being procured, and the advance notice staff has in procuring the services or materials.

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

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

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

Funding: Per attached summary of requisitions.

Recommendation: Approve Assembly Vendors and Site Assembly Utilization Calendars

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

List of Board Approved
Assembly Vendors

Board Approved	School	Vendor	Estimated Cost	Assembly Date	Insurance Expires
8/28/2007	Williams	Horizon Intertainment - Anti Bully JC Pohl 818 755 8800	\$ 1,500.00	9/4/07	5/18/2008
8/28/2007	George Kelly	Academic Entertainment Timothy Busfield 916 442 5635	\$ 895.00	4/2/08	12/10/2008
8/28/2007	McKinley	Fantasy Theater Timothy Busfield	\$ 800.00	4/18/08	8/28/2008
10/9/2007	Freiler	Prismatic Magic Christopher Volpe 973-283- 9006 chris@prismaticmagic.com	\$ 985.00	10/11/07	4/16/2008
10/9/2007	North	Ranka's Marionette Theatre Scott Hill 707.578- 5535info@rankastheatre.com	\$ 800.00	1/9/08	10/6/2008
10/9/2007	North	Percussion Discussion Ken Bergmann's 925-755-3786percuss@pacbell.net	\$ 700.00	3/4/08	2/26/2009
10/9/2007	McKinley	McDonalds Tammi Beck 916- 962-1982	Free	1/19/08	NO Charge, Tier 1
10/9/2007	McKinley	Sandia Labs Simone Williams 925- 294-2609 srwilli@sandia.gov	Free	10/3/07	NO Charge, Tier 1
10/9/2007	McKinley	Otto the Auto Wendy Sanchez 415- 565-2676 wendy_sanchez@csaa.com	Free	8/29/07	NO Charge, Tier 1

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

List of Board Approved
Assembly Vendors

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

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

List of Board Approved
Assembly Vendors

Board Approved	School	Vendor	Estimated Cost	Assembly Date	Insurance Expires
2/12/2008	Any	Storyteller, Linda Gorman, lgorham2@aol.com, 630-851-9415, www.cdbaby.com/Gorham, www.storynet.org	\$800	none	7/15/2008
2/12/2008	Any	The Amazing Bubble Guy, Louis Pearl, 707- 823-1961, Louis Pearl louis@tangenttoy.com	\$550	none	4/25/2008
2/12/2008	Any	Toucan Jam, www.toucanjam.net, Sue Lomolino - Sue Lomolino - sue@theothercheek.com	\$500 first, \$250 additional	none	4/25/2008
2/12/2008	Poet	Sandy Spin Slade, Suzanne Blair, 888- 842-7746, sblair@sandyspinslade.com, www.skillastics.com	\$ 1,200.00	1/28/2008	11/17/2008
2/12/2008	Freiler	Tri Valley Community Foundation, David Rice 925 683-6798, drice@tvcfoundation.org, http://www.tvcfoundation.org/	\$ 900.00	2/4/2008	6/4/2008
2/12/2008	McKinley	Sparkles the Clown, 835-8383, www.sparklesdelight.com	\$ 500.00	2/19, 2/21	5/1/2008
2/12/2008	McKinley	Ravioli The Clown, 835-3535, www.raviolitheclown.com	\$ 500.00	2/19, 2/21	5/1/2008
4/7/2008	North	Great Safety Adventure, Kent 631-427-0494	no charge	3/13/2008	12/31/2008
4/7/2008	Bohn	Yosemite Community College (NO ANIMAL PROGRAMS), Great Valley Museum, Mary Kay Reid, 575-6196	\$ 280.00	5/6/2008	10/8/2008
4/7/2008	South	Franklin's Colonial Assembly - A Museum-On- Wheels, 714-529-1832, www.printmuseum.org,	\$750	5/20/2008	1/30/2009
4/7/2008	Any	Katz Connect, Susan Katz, 415-312-1212, 1- 866-528-9269, www.katzconnects.com	\$1000.00+	none	8/31/2008

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

List of Board Approved
Assembly Vendors

Board Approved	School	Vendor	Estimated Cost	Assembly Date	Insurance Expires
6/10/2008	Any	Aaron's Staff - Abe Lincoln Assemblies, Kevin Weinert, 925-679-8624, aaronstaff@sbcglobal.net	\$ 600.00	none	4/25/2009
	Villalovoz	<i>Science Wizard, Jordan Reading, 916.344.2541, jordan@sciencewizardparty.com, www.sciencewizardparty.com</i>	\$655	7/3/2008	4/25/2009

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



EDUCATIONAL SERVICES MEMORANDUM

To: Dr. James C. Franco, Superintendent
From: ~~Dr. Sheila Harrison~~, Assistant Superintendent for Educational Services
Date: ~~July 18, 2008~~
Subject: **Ratify Contract with Lisa Balogh, OTR for Occupational Therapy Services**

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

RATIONALE: We do not have a licensed Occupational Therapist employed in our district, so we need to provide these services through a contract arrangement. In the past, we have sent students to receive these services privately, and have paid parents to transport their students to the Occupational Therapist. Lisa Balogh will provide services to students at their school site, and provide the teachers with consultation to carry over the therapy into daily instruction. This request supports Strategic Goal # 2 "Provide a variety of learning opportunities....in order to improve student achievement, Strategic Goal # 6, "Provide training and staff development", and Goal # 7, " Develop and utilize partnerships....to increase value / satisfaction to the community."

FUNDING: Expenses for this contract are \$85.00 per hour for therapy and purchasing of assessment instruments. Therapy services will be no more than 80 hours per month for 12 months. The total contract expenses will not exceed \$81,600 for the fiscal year beginning July 1, 2008, and ending June 30, 2009. Special education contract expenses are funded through 602 funding for special education, budgeted in account #01-6500-0-5750-1180-5800-800-2542.

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

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

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

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

1. Contractor shall perform the following duties: Provide Occupational Therapy to students as per IEP and consultation to students with occupational therapy needs as necessary per IEP; attendance at IEP meetings and material preparation-equipment monitoring. Attend SEIS training and CPI training; and occupational therapy assessments.
2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of (960) **HOURS per year**, under the terms of this agreement at the following location: any and all school sites in TUSD.
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
 - a. District shall pay \$ 85.00 per **HOUR**, not to exceed a total of \$81,600. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
 - b. District [☐] **SHALL**; [☒] **SHALL NOT** reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the district rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$_____ for the term of this agreement.
 - c. District shall make payment on a [☒] **MONTHLY PROGRESS BASIS**, [☐] **SINGLE PAYMENT UPON COMPLETION OF THE DUTIES** and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.
4. The terms of the agreement shall commence on July 1, 2008, and shall terminate on June 30, 2009.
5. This agreement may be terminated at any time during the term by either party upon thirty (30) days written notice.
6. Contractor shall contact the District's designee, Nancy E. Hopple (209) 830-3270 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.
7. The parties intend that an independent contractor relationship be created by this contract and District assumes no responsibility for workers' compensation liability. District likewise assumes no responsibility for liability for loss, damage, or injury to person(s) or property resulting from, or caused by, the contractor's activities during or relating to the performance of service under this Agreement.

Contractor agrees to hold harmless and to indemnify District for:

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

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

AGREED:

Consultant Signature (1)

Social Security Number (2)

Date

Title

Address

Tracy Unified School District

Date

Title

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

Department/Site Approval

Budget Approval

Date Approved by the Board

Send all copies to the Business Office:

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



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: ~~HK~~ Dr. Sheila Harrison, Assistant Superintendent of Educational Services
DATE: July 18, 2008
SUBJECT: Ratify Contract with Carol Lehman, SLP

BACKGROUND: Special education students may require specialized instruction and support from outside service providers. The District had a current contract with Carol Lehman to provide augmentative communication support to three children with autism during the last year. Carol is currently providing augmented communication services to these children with autism via their IEP's, with the possibility of more students requiring her specialized skills. Mrs. Lehman also provides assessments in the area of augmentative communication needs. Ratification is necessary due to the fact that the services are being provided based on current IEP provisions.

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

FUNDING: Expenses for this contract are billed at \$ 100.00 per hour for direct service, \$75.00 per hour for programming the augmented communication devices and IEP meeting attendance, and \$600.00 for initial assessments. Total contract expenses will not exceed \$35,000.00 from July, 2008 through June 30, 2009. Nonpublic agency expenses are budgeted in account #01-6500-0-5750-1180-5800-800-2542.

RECOMMENDATION: Ratify Contract with Carol Lehman, SLP.

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

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and Carol A. Lehman, M.S., CCC-SLP, hereinafter referred to as "Contractor," is for consultant or special services to be performed by a non-employee of the District. District and Contractor, herein named, do mutually agree to the following terms and conditions:

1. Contractor shall perform the following duties: **Augmented communication specialist consultation to IEP team; augmented communication assessments. Services include direct contact with pupil for training and use of speech-generating device; training and consultation on the use of the device to team members including parent(s), teacher, aides, occupational therapist, district SLP and behaviorist. Services also include attendance at IEP meetings and report writing.**
2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of **375 HOURS per year** under the terms of this agreement at the following location: any and all school sites in TUSD or the contractor's home office.
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
 - a. District shall pay **\$100 per HOUR for direct contact and training; \$75 per HOUR for IEP and staff meeting attendance, programming of augmentative devices; and \$600.00 for initial assessments not to exceed a total of \$35,000.00 for this contract.** Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
 - b. District [] SHALL; [X] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the district rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$_____ for the term of this agreement.
 - c. District shall make payment on a **SINGLE PAYMENT PER INVOICE UPON COMPLETION OF THE DUTIES** and within thirty (30) working days from Contractor's presentation of a detailed invoices or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.
4. The terms of the agreement shall commence on July 1, 2008, and shall terminate on June 30, 2009.
5. This agreement may be terminated at any time during the term by either party upon thirty (30) days written notice.
6. Contractor shall contact the District's designee, Nancy E. Hopple (209) 830-3270 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.

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

Agreement for Special Contract Services - Page 2

Contractor agrees to hold harmless and to indemnify District for:

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

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

AGREED:

Consultant Signature (1)

Social Security Number (2)

Date

Title

Address

Tracy Unified School District

Date

Title

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

Account Number to be Charged

Department/Site Approval

Budget Approval

Date Approved by the Board

Send all copies to the Business Office:

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



EDUCATIONAL SERVICES MEMORANDUM

To: Dr. James C. Franco, Superintendent
From: ~~Dr. Sheila Harrison~~, Assistant Superintendent for Educational Services
Date: July 16, 2008
Subject: Ratify Master Contract and Individual Services Agreement with North Valley School, Inc.

BACKGROUND: Several students with significant aggressive and highly assaultive behaviors were removed from one of our San Joaquin County Office of Education behavioral classes. North Valley School agreed to place the students for the 2008/09 school year. IEP's were held to change placement from SJCOE to North Valley School a Non-Public School. Ratification of the master contract and individual service agreements are necessary at this time due to services already being provided by North Valley School.

RATIONALE: The students were placed 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 #1: Provide a variety of learning opportunities in safe, caring learning environments in order to improve student achievement.

FUNDING: Contract expenses for the 2008-2009 school year include 180 days with per diem costs for basic education at \$154.33.00; Extended School Year costs with per diem costs of \$154.33 per day for 40 days; and related services including a 1:1 aide at \$128.02 per day for 220 days, Speech and Language services at \$120.00 per hour and Occupational therapy at \$120.00 per hour. Expenses for Individual Services Agreement will not exceed \$132,182.20. 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 North Valley School, Inc.

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

Individual Service Agreement for Nonpublic, Nonsectarian School Agency Services

(Education Code sections 56365, 65356, et. seq.)

LOCAL EDUCATIONAL AGENCY: Tracy Unified School District
 NON PUBLIC SCHOOL: North Valley School

Pupil Name: Residential Setting: Home
 Birthdate: Social Security #:
 Grade:
 Pupil Address:
 City, State & Zip: Tracy, CA 95376 Pupil Phone #:
 Parent/Guardian/Surrogate Name: Parent Phone #:
 Address:
 City, State & Zip: Tracy, CA 95376

CONTRACT ITEMS

1. The pupil's teacher/service provider will hold the following Credential/License: (license)
2. The class size for the pupil will not exceed: 1:14
3. The length of the instructional program will be consistent with the Master Contract unless otherwise specified.
4. Authorized educational services as specified in the IEP shall be provided by the CONTRACTOR up to the amount specified.
5. CONTRACTOR has provided copies of all SUBCONTRACTS to LEA as part of the Master Contract
6. Other provisions (attachments as necessary) (add'l provisions)

A. Basic Education Program

Description			Maximum # Days	Daily Rate	Total
Basic Education Program - regular school year			180	\$154.33	\$27,779.40
				subtotal	
daily maint. min.	rate per period	daily cost	x no. days		
Basic Education Cost					\$27,779.40

B. Designated Instructional Services & Related Services

Service Unit	Service	Maximum Units	Service Unit Rate	Maximum Service Cost
	ESY	40	\$154.33	\$6,173.20
	LSH services	9	\$120.00	\$1,080.00
	Occupational Therapy	9	\$120.00	\$1,080.00
Maximum				\$36,112.60

All terms and conditions of the current Master Contract for Nonpublic, Nonsectarian School/Agency Service (NPS/NPS), hereinafter referred to as the Master Contract, previously executed by the parties hereto, are incorporated here in by reference. "The Contractor" will implement the Individualized Education Program (IEP) in accordance with the Agreement and the Master Contract, and will request an IEP review prior to any change if the service agreement.

The parties hereto have executed this contract by and through their duly authorized agents or representative.

This contract is effective "on": July 1, 2006 and terminates at 5:00 p.m. on June 30, 2007 unless sooner terminated as provided herein.

Contractor TRACY UNIFIED SCHOOL DISTRICT

By: SPECIAL EDUCATION DIRECTOR Date

Terry Crumpacker
 North Valley School N
 P.O.Box 330
 Victor, CA 95253
 209-3405836

Nancy Hopple
 Tracy Unified School District
 1875 W. Lowell Ave.
 Tracy, CA 95376
 209-830-3270

Individual Service Agreement for Nonpublic, Nonsetarian School Agency Services

(Education Code sections 56365, 65356, et. seq.)

LOCAL EDUCATION AGENCY: Tracy Unified School District
 NON PUBLIC SCHOOL: North Valley School

Pupil Name: Residential Setting: Home
 Birthdate: Social Security #:
 Grade:
 Pupil Address:
 City, State & Zip: Tracy, CA 95376 Pupil Phone #:
 Parent/Guardian/Surrogate Name: Parent Phone #:
 Address:
 City, State & Zip: Tracy, CA 95376

CONTRACT ITEMS

1. The pupil's teacher/service provider will hold the following Credential/License: (license)
2. The class size for the pupil will not exceed: 1:14
3. The length of the instructional program will be consistent with the Master Contract unless otherwise specified.
4. Authorized educational services as specified in the IEP shall be provided by the CONTRACTOR up to the amount specified.
5. CONTRACTOR has provided copies of all SUBCONTRACTS to LEA as part of the Master Contract
6. Other provisions (attachments as necessary) (add'l provisions)

A. Basic Education Program

Description			Maximum # Days	Daily Rate	Total
Basic Education Program - regular school year			180	\$154.33	\$27,779.40
				Subtotal:	
daily mainst. min.	rate per period	daily cost	x no. days		
Basic Education Cost					\$27,779.40

B. Designated Instructional Services & Related Services

Service Unit	Service	Maximum Units	Service Unit Rate	Maximum Service Cost
	ESY	40	\$154.33	\$6,173.20
Maximum				\$33,952.60

All terms and conditions of the current Master Contract for Nonpublic, Nonsectarian School/Agency Service (NPS/NPS), hereinafter referred to as the Master Contract, previously executed by the parties hereto, are incorporated here in by reference. "The Contractor" will implement the Individualized Education Program (IEP) in accordance with the Agreement and the Master Contract, and will request an IEP review prior to any change if the service agreement.

The parties hereto have executed this contract by and through their duly authorized agents or representative.

This contract is effective "on": July 1, 2006 and terminates at 5:00 p.m. on June 30, 2007 unless sooner terminated as provided herein.

Contractor TRACY UNIFIED SCHOOL DISTRICT
 By:

(Contracting Office's Signature) Date SPECIAL EDUCATION DIRECTOR Date

Terry Crumpacker
 North Valley School
 P.O.Box 330
 Victor, CA 95253
 209-3405836

Nancy Hopple
 Tracy Unified School District
 1875 W. Lowell Ave.
 Tracy, CA 95376
 209-830-3270

Individual Service Agreement for Nonpublic, Nonsectarian School Agency Services

(Education Code sections 56365, 65356, et. seq.)

LOCAL EDUCATIONAL AGENCY: Tracy Unified School District
 NON PUBLIC SCHOOL: North Valley School

Pupil Name: Residential Setting: Home
 Birthdate: Social Security #:
 Grade:
 Pupil Address:
 City, State & Zip: Tracy, CA 95304 Pupil Phone #:
 Parent/Guardian/Surrogate Name: Parent Phone #:
 Address:
 City, State & Zip: Tracy, CA 95304

CONTRACT ITEMS

1. The pupil's teacher/service provider will hold the following Credential/License: (license)
2. The class size for the pupil will not exceed: 1:14
3. The length of the instructional program will be consistent with the Master Contract unless otherwise specified.
4. Authorized educational services as specified in the IEP shall be provided by the CONTRACTOR up to the amount specified.
5. CONTRACTOR has provided copies of all SUBCONTRACTS to LEA as part of the Master Contract
6. Other provisions (attachments as necessary) (add'l provisions)

A. Basic Education Program

Description			Maximum # Days	Daily Rate	Total
Basic Education Program - regular school year			180	\$154.33	\$27,779.40
				subtotal	
daily maint. min.	rate per period	daily cost	x no. days		
Basic Education Cost					\$27,779.40

B. Designated Instructional Services & Related Services

Service Unit	Service	Maximum Units	Service Unit Rate	Maximum Service Cost
	ESY	40	\$154.33	\$6,173.20
	1:1 Para	220	\$128.02	\$28,164.40
Maximum				\$62,117.00

All terms and conditions of the current Master Contract for Nonpublic, Nonsectarian School/Agency Service (NPS/NPS), hereinafter referred to as the Master Contract, previously executed by the parties hereto, are incorporated here in by reference. "The Contractor" will implement the Individualized Education Program (IEP) in accordance with the Agreement and the Master Contract, and will request an IEP review prior to any change if the service agreement.

The parties hereto have executed this contract by and through their duly authorized agents or representative.

This contract is effective "on": July 1, 2006 and terminates at 5:00 p.m. on June 30, 2007 unless sooner terminated as provided herein.

Contractor

TRACY UNIFIED SCHOOL DISTRICT

By:

(Contracting Office's Signature)

Date

SPECIAL EDUCATION DIRECTOR

Date

Terry Crumpacker
 North Valley School
 P.O. Box 330
 Victor, CA 95253
 209-3405836

Nancy Hople
 Tracy Unified School District
 1875 W. Lowell Ave.
 Tracy, CA 95376
 209-830-3270

Tracy Joint Unified School District
CONTRACT YEAR -- 2008-2009

AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES
MASTER CONTRACT

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

DEFINITIONS

- A.** This Master Contract is made and entered into this 1st day of July, between the district, Tracy Unified School District hereinafter referred to as the local educational agency ("LEA") and North Valley (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:

Terry Crumpacler, Principal

Name
North Valley School, Inc.
Nonpublic School/Agency
P.O. Box 330

Address

Victor CA 95253

City **State** **Zip**

209-340-5836 209-340-5804

Phone **Fax#**

4. DISPUTES

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

5. SUBCONTRACTOR AND ASSIGNMENT

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

6. INDEPENDENT CONTRACTOR STATUS

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

7. CONFLICT OF INTEREST

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

8. TERMINATION

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

9. INSPECTION AND AUDIT

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

10. INDEMNIFICATION

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

11. INSURANCE

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

12. FREE AND APPROPRIATE PUBLIC EDUCATION (FAPE)

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

- 12.1.3 The teachers and staff provide academic instruction and support services to pupils with the goal of integrating pupils into the least restrictive environment pursuant to federal law.
- 12.1.4 The school has and abides by a written policy for pupil discipline which is consistent with state and federal law and regulations.
- 12.2. CONTRACTOR shall make no charge of any kind to parents for educational activities and related services specified on the pupil's IEP. This includes screening or interviews which occur prior to or as a condition of a pupil's enrollment under the terms of the contract, except as specified in writing in a due process procedure that is signed by all relevant parties and attached to the relevant pupil's ISA, or for voluntary extracurricular activities conducted subsequent to written notification to parents as to the cost and the voluntary and extracurricular nature of the activity.
- 12.3. Unless the extra curricular activities take place during a school vacation or holiday, pupils not participating shall continue to receive special education and related services as set forth in their IEP.
- 12.4. CONTRACTOR shall provide special education and/or related services to LEA students within the NPS/A which are consistent with the students' IEPs and as specified in the students' ISAs. CONTRACTOR shall be responsible for the provision of all appropriate supplies, equipment, or facilities for a pupil as required in his or her IEP. The responsible agency for specialized equipment shall be designated on the IEP.

13. DEFINITION OF PARENT

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

14. DEFINITION OF DAY

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

15. QUALIFIED PERSONNEL AND CLASS SIZE

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

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

16. SCHOOL CALENDAR

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

17. ATTENDANCE ACCOUNTING/REPORTING

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

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

18. INSTRUCTIONAL MINUTES

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

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

19. INDIVIDUALIZED EDUCATION PLAN (IEP)

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

20. INSTRUCTION/CURRICULUM

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

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

21. NUTRITION

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

22. DISCIPLINE

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

23. MONITORING

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

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

24. PARENT ACCESS/RIGHTS

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

25. VACATION/HOLIDAYS

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

26. GRADUATION/DIPLOMAS/TRANSCRIPTS/CERTIFICATE OF COMPLETION

- 26.1. If a pupil is of secondary school age, the LEA will provide a specific list of the course requirements to be satisfied by the CONTRACTOR leading toward graduation or completion of diploma requirements, and other requirements (e.g. proficiency tests, High School Exit Exam, Certificate of Completion requirements, etc.).
- 26.2. For pupils in grades 9-12, CONTRACTOR shall prepare official transcripts specific to the credits earned at the NPS and submit them to the LEA and the Registrar of the pupil's school of residence for evaluation of progress toward completion of diploma requirements, and specified levels of proficiency in basic skills if applicable, within two (2) weeks of the end of the semester, ESY, or transfer according to the NPS's calendar.
- 26.2.1. Out-of-district transcripts will also be sent with the local CONTRACTOR's official transcripts when submitting to the Registrar of the school of residence, who will complete an integrated transcript. A copy of the transcripts will be sent to the SELPA Director or designee.
- 26.3. Prior to January 10th of each year, an anticipated graduation list will be sent to the Registrar of the school of residence. The LEA shall ensure that the school of residence provides diplomas/certificate of completion in accordance with IEP for any student who attended an NPS within the LEA and for whom the LEA has developed an ISA.

27. ASSESSMENTS/GRADING POLICIES/TRANSITION

- 27.1. For pupils in grades preK-12, CONTRACTOR shall administer state and district-required tests (e.g., STAR, proficiency tests, multiple measures, writing samples, etc.). The NPS/A shall determine its STAR testing period based on completion of 85% of the instructional year at that NPS/A plus and minus ten (10) days, resulting in a 21 day period. The NPS/A shall notify the district of residence of its testing period with their instructional calendar. Staff from the NPS/A shall participate in STAR training from one LEA and that training shall be sufficient for all LEAs that send pupils to the NPS/A.
- 27.2. LEA shall provide at least thirty (30) days advance notice to the CONTRACTOR of the dates by which testing other than STAR shall be completed.
- 27.3. LEA shall coordinate with the CONTRACTOR to ensure that pupils participate in mandatory statewide assessments to the maximum extent possible, with appropriate supports, services, and accommodations per the IEP.
- 27.3.1. The district of residence shall provide the NPS with testing materials for its pupils. The LEA shall be responsible for providing necessary training and testing materials for all tests.
- 27.4. CONTRACTOR shall establish grading policies to be followed unless otherwise specified in the student's IEP.
- 27.5. CONTRACTOR shall ensure that individualized transition plans are implemented for all pupils age 16 and older.

28. PROGRESS REPORTING & ACCOUNTABILITY

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

29. ACCIDENT/INCIDENT REPORTING

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

30. HEALTH AND SAFETY

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

31. EMERGENCY PRECAUTIONS

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

32. SEXUAL HARRASSMENT

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

33. APPROPRIATE THERAPY SPACE

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

34. ADMINISTRATIVE DUTIES AND SUPERVISION OF STAFF

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

35. BEHAVIOR MANAGEMENT

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

36. STUDENT RETURN TO DISTRICT

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

37. SCHOOL CLOSURE

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

38. OTHER PROVISIONS

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

39. INDIVIDUAL SERVICE AGREEMENTS

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

40. PAYMENT PROVISION

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

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

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

41. RIGHT TO WITHHOLD

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

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

42. AUDIT EXCEPTIONS

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

43. MAINTENANCE OF RECORDS

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

44. TERM OF CONTRACT

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

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

44.6. This contract is effective on 7/1/08 and terminates at 5:00 p.m. on 6/30/09 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>154.33</u>	<u>180 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	<u>\$128.02</u>	_____
9) Other <u>Extended School Year</u>	<u>\$154.33</u>	<u>40</u>
10) Other _____	_____	_____

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

NOTES:

CONTRACTOR

LEA

Nonpublic School/Agency

Nancy E. Hopple, Director of Special Education

Contracting Officer's Date
Signature

Deputy Superintendent's Signature Date
Educational Services

Name and Title (type) Date

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

Tax I.D. # _____

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EDUCATIONAL SERVICES MEMORANDUM

To: Dr. James C. Franco, Superintendent
From: ~~Dr.~~ Sheila Harrison, Assistant Superintendent for Educational Services
Date: July 9, 2008
Subject: Ratify Master Contract and Individual Services Agreement with Tobinworld II, NPS

BACKGROUND: A student diagnosed with Autism with significant behaviors was removed from one of our San Joaquin County Office of Education behavioral classes due to the nature of the student's aggressive and highly assaultive behaviors. Tobin World II agreed to place the child for the 2008/09 school year. An IEP was held to change placement from SJCOE to Tobin World II a Non-Public School. Ratification of the master contract and individual service agreement is necessary at this time due to services already being provided by Tobin World II.

RATIONALE: The student was placed 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 his/her needs. This request supports Strategic Goal #1: Provide a variety of learning opportunities in safe, caring learning environments in order to improve student achievement.

FUNDING: Contract expenses for the 2008-2009 school year include 208 days with per diem costs for 1 student with basic education at \$30,636.00, counseling costs at \$1,575.00 and 1:1 para educator at \$21,216.00 for a total cost of \$53,427.00. Non-public tuition expenses are budgeted in account number 01-6500-0-5750-1180-5800-800-2542.

RECOMMENDATION: Ratify Master Contract and Individual Services Agreement with Tobinworld II, NPS.

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

Individual Service Agreement for Nonpublic, Nonsectarian School Agency Services

(Education Code sections 56365, 65356, et. seq.)

LOCAL EDUCATIONAL AGENCY: Tracy Unified School District
 NON PUBLIC SCHOOL: Tobinworld II

Pupil Name: Residential Setting: home
 Birthdate: Social Security #:
 Grade:
 Pupil Address:
 City, State & Zip: Pupil Phone #:
 Parent/Guardian/Surrogate Name: Parent Phone #:
 Address:
 City, State & Zip:

CONTRACT ITEMS

1. The pupil's teacher/service provider will hold the following Credential/License: (license)
2. The class size for the pupil will not exceed: 1:14
3. The length of the instructional program will be consistent with the Master Contract unless otherwise specified.
4. Authorized educational services as specified in the IEP shall be provided by the CONTRACTOR up to the amount specified.
5. CONTRACTOR has provided copies of all SUBCONTRACTS to LEA as part of the Master Contract
6. Other provisions (attachments as necessary) (add'l provisions)

A. Basic Education Program

Description			Maximum # Days	Daily Rate	Total
Basic Education Program - regular school year			180	\$148.00	\$26,640.00
Extended school year			27	\$148.00	\$3,996.00
				Subtotal	\$30,636.00
daily mainst. min.	rate per period	daily cost	x no. days		
Basic Education Cost					\$30,636.00

B. Designated Instructional Services & Related Services

Service Unit	Service	Maximum Units	Service Unit Rate	Maximum Service Cost
1 hour	Counseling	21	\$75.00	\$1,575.00
1 hour	1:1 Para educator		\$17.00	\$21,216.00
			Subtotal	\$22,791.00
			Maximum	\$53,427.00

All terms and conditions of the current Master Contract for Nonpublic, Nonsectarian School/Agency Service (NPS/NPS), hereinafter referred to as the Master Contract, previously executed by the parties hereto, are incorporated here in by reference. "The Contractor" will implement the Individualized Education Program (IEP) in accordance with the Agreement and the Master Contract, and will request an IEP review prior to any change if the service agreement.

The parties hereto have executed this contract by and through their duly authorized agents or representative.

This contract is in effect "on": July 1, 2008 and terminates at 5:00pm on June 30, 2009 unless sooner terminated as provided herein.

Contractor

TRACY UNIFIED SCHOOL DISTRICT

By:

(Contracting Office's Signature)

Date

SPECIAL EDUCATION DIRECTOR

Date

Richard Couch, Ph.D.
 Tobin World II, NPS
 2330 Country Hills Drive
 Antioch, CA 94509
 925-755-8635

Nancy Hopple
 Tracy Unified School District
 1875 W. Lowell Ave.
 Tracy, CA 95376
 209-830-3270

Individual Service Agreement for Nonpublic, Nonsectarian School Agency Services

(Education Code sections 56365, 65356, et. seq.)

LOCAL EDUCATION AGENCY: Tracy Unified School District
 NON PUBLIC SCHOOL: Tobinworld II

Pupil Name: Residential Setting:
 Birthdate: Social Security #:
 Grade:
 Pupil Address:
 City, State & Zip: Pupil Phone #:
 Parent/Guardian/Surrogate Name: Parent Phone #:
 Address:
 City, State & Zip:

CONTRACT ITEMS

1. The pupil's teacher/service provider will hold the following Credential/License: (license)
2. The class size for the pupil will not exceed: 1:14
3. The length of the instructional program will be consistent with the Master Contract unless otherwise specified.
4. Authorized educational services as specified in the IEP shall be provided by the CONTRACTOR up to the amount specified.
5. CONTRACTOR has provided copies of all SUBCONTRACTS to LEA as part of the Master Contract
6. Other provisions (attachments as necessary) (add'l provisions)

A. Basic Education Program

Description			Maximum # Days	Daily Rate	Total
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Extended school year			27	\$148.00	\$3,996.00
				subtotal	\$30,636.00
daily maint. min.	rate per period	daily cost	x no. days		
Basic Education Cost					\$30,636.00

B. Designated Instructional Services & Related Services

Service Unit	Service	Maximum Units	Service Unit Rate	Maximum Service Cost
1 hour	Counseling	21	\$75.00	\$1,575.00
1 hour	1:1 Para educator		\$17.00	\$21,216.00
			subtotal	\$22,791.00
			Maximum	\$53,427.00

All terms and conditions of the current Master Contract for Nonpublic, Nonsectarian School/Agency Service (NPS/NPS), hereinafter referred to as the Master Contract, previously executed by the parties hereto, are incorporated here in by reference. "The Contractor" will implement the Individualized Education Program (IEP) in accordance with the Agreement and the Master Contract, and will request an IEP review prior to any change if the service agreement.

The parties hereto have executed this contract by and through their duly authorized agents or representative.

This contract is in effect "on": July 1, 2008 and terminates at 5:00pm on June 30, 2009 unless sooner terminated as provided herein.

Contractor

TRACY UNIFIED SCHOOL DISTRICT

By:

(Contracting Office's Signature)

Date

SPECIAL EDUCATION DIRECTOR

Date

Richard Couch, Ph.D.
 Tobin World II, NPS
 2330 Country Hills Drive
 Antioch, CA 94509
 925-755-8635

Nancy Hopple
 Tracy Unified School District
 1875 W. Lowell Ave.
 Tracy, CA 95376
 209-830-3270

Tracy Joint Unified School District
CONTRACT YEAR -- 2008-2009

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 8th day of July, between the district, Tracy Unified School District hereinafter referred to as the local educational agency ("LEA") and Tobin World II (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:

Richard Couch, Ph.D., Principal

Name
Tobin World II

Nonpublic School/Agency
2330 Country Hills Drive

Address

Antioch CA 94509

City **State** **Zip**

925-755-8635 925-755-8243

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 1:15. 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 1:15. 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 1:15. 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 5th 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, President's Day, and Memorial Day, as specified in the LEA's official calendar. CONTRACTOR will not be compensated for service provided on these school holidays.

26. GRADUATION/DIPLOMAS/TRANSCRIPTS/CERTIFICATE OF COMPLETION

- 26.1. If a pupil is of secondary school age, the LEA will provide a specific list of the course requirements to be satisfied by the CONTRACTOR leading toward graduation or completion of diploma requirements, and other requirements (e.g. proficiency tests, High School Exit Exam, Certificate of Completion requirements, etc.).
- 26.2. For pupils in grades 9-12, CONTRACTOR shall prepare official transcripts specific to the credits earned at the NPS and submit them to the LEA and the Registrar of the pupil's school of residence for evaluation of progress toward completion of diploma requirements, and specified levels of proficiency in basic skills if applicable, within two (2) weeks of the end of the semester, ESY, or transfer according to the NPS's calendar.
- 26.2.1. Out-of-district transcripts will also be sent with the local CONTRACTOR's official transcripts when submitting to the Registrar of the school of residence, who will complete an integrated transcript. A copy of the transcripts will be sent to the SELPA Director or designee.
- 26.3. Prior to January 10th of each year, an anticipated graduation list will be sent to the Registrar of the school of residence. The LEA shall ensure that the school of residence provides diplomas/certificate of completion in accordance with IEP for any student who attended an NPS within the LEA and for whom the LEA has developed an ISA.

27. ASSESSMENTS/GRADING POLICIES/TRANSITION

- 27.1. For pupils in grades preK-12, CONTRACTOR shall administer state and district-required tests (e.g., STAR, proficiency tests, multiple measures, writing samples, etc.). The NPS/A shall determine its STAR testing period based on completion of 85% of the instructional year at that NPS/A plus and minus ten (10) days, resulting in a 21 day period. The NPS/A shall notify the district of residence of its testing period with their instructional calendar. Staff from the NPS/A shall participate in STAR training from one LEA and that training shall be sufficient for all LEAs that send pupils to the NPS/A.
- 27.2. LEA shall provide at least thirty (30) days advance notice to the CONTRACTOR of the dates by which testing other than STAR shall be completed.
- 27.3. LEA shall coordinate with the CONTRACTOR to ensure that pupils participate in mandatory statewide assessments to the maximum extent possible, with appropriate supports, services, and accommodations per the IEP.
- 27.3.1. The district of residence shall provide the NPS with testing materials for its pupils. The LEA shall be responsible for providing necessary training and testing materials for all tests.
- 27.4. CONTRACTOR shall establish grading policies to be followed unless otherwise specified in the student's IEP.
- 27.5. CONTRACTOR shall ensure that individualized transition plans are implemented for all pupils age 16 and older.

28. PROGRESS REPORTING & ACCOUNTABILITY

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

29. ACCIDENT/INCIDENT REPORTING

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

30. HEALTH AND SAFETY

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

31. EMERGENCY PRECAUTIONS

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

32. SEXUAL HARRASSMENT

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

33. APPROPRIATE THERAPY SPACE

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

34. ADMINISTRATIVE DUTIES AND SUPERVISION OF STAFF

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

35. BEHAVIOR MANAGEMENT

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

36. STUDENT RETURN TO DISTRICT

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

37. SCHOOL CLOSURE

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

38. OTHER PROVISIONS

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

38.2. CONTRACTOR assures LEA that it does not discriminate on the basis of race, religion, sex, national origin, age, sexual orientation or disability in employment or operation of its programs.

39. INDIVIDUAL SERVICE AGREEMENTS

39.1. This contract shall include an ISA developed for each LEA student who is to receive special education and/or related services provided by CONTRACTOR. Related services will be provided as indicated on the IEP and ISA. Changes in any LEA student's educational program, including instruction, services, or instructional setting provided under this contract, may only be made on the basis of revisions to the student's IEP, mediated agreement, an order from OAH and/or an order rendered by a court of competent jurisdiction. ISAs are terminated on the same date as termination of the Master Contract.

39.2. CONTRACTOR shall not unilaterally terminate any ISA for a student suspension. CONTRACTOR shall obtain written authorization from LEA before terminating any ISA for reasons other than suspension.

39.3. CONTRACTOR shall sign and return ISA to the LEA within three (3) business days of receipt.

40. PAYMENT PROVISION

40.1. A unit of service for payment purposes is one day of attendance as defined in the EC 46307.

40.2. LEA shall not be responsible for payment of services for days on which a pupil's attendance or absence does not qualify for reimbursement under California law. (EC 46010 et seq.) Per diem rates for pupils whose IEP's authorize less than a full instructional day shall be adjusted on a pro rata basis in accordance with the actual proportion of the school day served for elementary school age students and periods for middle and high school age students.

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

41. RIGHT TO WITHHOLD

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

42. AUDIT EXCEPTIONS

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

43. MAINTENANCE OF RECORDS

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

44. TERM OF CONTRACT

- 44.1. During the term of this Agreement, CONTRACTOR shall comply with all applicable federal, state, CDE, LEA, and other local statutes, laws, ordinances, rules, policies, and regulations including, but not limited to, those relating to: the required special education services, facilities for IWENs, student enrollment and transfer, corporal punishment, student discipline, and positive behavior interventions. The CONTRACTOR shall also fully cooperate with any due process proceedings or complaint investigations.
- 44.2. This contract and any exhibits or attachments hereto constitute the entire agreement between LEA and CONTRACTOR and supersedes any prior or contemporaneous understanding or agreement with respect to the services to be provided.
- 44.3. The laws of the State of California shall govern the terms and conditions of this contract with venue in San Joaquin County, California.
- 44.4. Should any provision in this contract be held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall continue in full force and effect.
- 44.5. The parties hereto have executed this Contract by and through their duly authorized agents or representatives.
- 44.6. This contract is effective on 7/8/08 and terminates at 5:00 p.m. on 6/30/09 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>
➤ As set forth in the IEP for each student	\$ 148	180

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	\$75	hour
b) Educational Counseling – Group		
c) Counseling – Parent		
3) Adapted Physical Education		
4) Language/Speech		
a) Language/Speech Therapy-Individual	\$75	hour
b) Language/Speech Therapy-Group	\$60	hour
5) Orientation/Mobility Training		
6) Occupational Therapy		
7) Physical Therapy		
8) Aides	\$17	hour
9) Other <u>Extended School Year</u>	30	days
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.

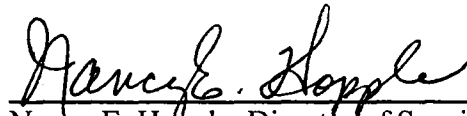
NOTES:

CONTRACTOR

Tobinworld II

Nonpublic School/Agency

LEA



Nancy E. Hopple, Director of Special Education

Richard Couch, Ph.D. 7-9-08
Contracting Officer's Date
Via email

Deputy Superintendent's Signature Date
Educational Services

Richard Couch, Ph.D. 7-9-08
Name and Title (type) Date

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

Tax I.D. # 95-3203759

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EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: *JS* Dr. Sheila Harrison, Assistant Superintendent of Educational Services
DATE: *JS* July 22, 2008
SUBJECT: Ratify Master Contract and Individual Service Agreement with South San Joaquin Education Center

BACKGROUND: Several children with significant mental health and behavioral needs were placed initially in Children's Home of Stockton. However, the placement was not suitable for their high level of need and an immediate transfer to another non-public school was needed. IEP reviews were held subsequent to the necessary placement at South San Joaquin Education Center. Ratification of the master contract and individual service agreements are necessary at this time due to services already being provided by South San Joaquin Education Center.

RATIONALE: Less restrictive settings were either not appropriate to meet student needs or not available. Districts must offer a continuum of services, including non-public, to students with exceptional needs. This request supports Strategic Goal 1: Provide a variety of learning opportunities in safe, caring learning environments in order to improve student achievement.

FUNDING: Contract expenses for basic education for the 2008-2009 school year include per diem cost of \$149.79 per day with \$37.97 per day for Transportation. Invoice charges for the service agreement will not exceed \$141,532.71. Non-public tuition expenses are budgeted in account #01-6500-0-5750-1180-5800-800-2542. Non-public school expenditures beyond funding base are reimbursed at 70% through San Joaquin County of Education SELPA funds.

RECOMMENDATION: Ratify Master Contract and Individual Services Agreement with South San Joaquin Education Center.

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

Tracy Joint Unified School District
CONTRACT YEAR -- 2008-2009

AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES
MASTER CONTRACT

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

DEFINITIONS

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

CONTRACT RELATIONS AND INSURANCE PROVISION

1. MODIFICATIONS AND AMENDMENTS

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

2. RENEWAL OF CERTIFICATION

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

3. NOTICES

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

Notices/bills mailed to LEA shall be addressed to:

Attention:

Nancy E. Hopple, Director of Special Education

Name
Tracy Unified School District

LEA
1875 W. Lowell Avenue

Address

<u>Tracy</u>	<u>CA</u>	<u>95376</u>
City	State	Zip
<u>209-830-3270</u>		<u>209-830-3274</u>
Phone		Fax #

Notices to CONTRACTOR:

Gregory Potts, Director

Name
South San Joaquin Education Center

Nonpublic School/Agency
10623 E. Highway 120

Address

<u>Manteca</u>	<u>CA</u>	<u>95336</u>
City	State	Zip
<u>209-239-3244</u>		<u>209-239-6799</u>
Phone		Fax#

4. DISPUTES

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

5. SUBCONTRACTOR AND ASSIGNMENT

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

6. INDEPENDENT CONTRACTOR STATUS

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

7. CONFLICT OF INTEREST

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

8. TERMINATION

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

9. INSPECTION AND AUDIT

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

10. INDEMNIFICATION

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

11. INSURANCE

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

12. FREE AND APPROPRIATE PUBLIC EDUCATION (FAPE)

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

- 12.1.3 The teachers and staff provide academic instruction and support services to pupils with the goal of integrating pupils into the least restrictive environment pursuant to federal law.
- 12.1.4 The school has and abides by a written policy for pupil discipline which is consistent with state and federal law and regulations.
- 12.2. CONTRACTOR shall make no charge of any kind to parents for educational activities and related services specified on the pupil's IEP. This includes screening or interviews which occur prior to or as a condition of a pupil's enrollment under the terms of the contract, except as specified in writing in a due process procedure that is signed by all relevant parties and attached to the relevant pupil's ISA, or for voluntary extracurricular activities conducted subsequent to written notification to parents as to the cost and the voluntary and extracurricular nature of the activity.
- 12.3. Unless the extra curricular activities take place during a school vacation or holiday, pupils not participating shall continue to receive special education and related services as set forth in their IEP.
- 12.4. CONTRACTOR shall provide special education and/or related services to LEA students within the NPS/A which are consistent with the students' IEPs and as specified in the students' ISAs. CONTRACTOR shall be responsible for the provision of all appropriate supplies, equipment, or facilities for a pupil as required in his or her IEP. The responsible agency for specialized equipment shall be designated on the IEP.

13. DEFINITION OF PARENT

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

14. DEFINITION OF DAY

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

15. QUALIFIED PERSONNEL AND CLASS SIZE

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

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

16. SCHOOL CALENDAR

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

17. ATTENDANCE ACCOUNTING/REPORTING

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

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

18. INSTRUCTIONAL MINUTES

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

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

19. INDIVIDUALIZED EDUCATION PLAN (IEP)

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

20. INSTRUCTION/CURRICULUM

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

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

21. NUTRITION

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

22. DISCIPLINE

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

23. MONITORING

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

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

24. PARENT ACCESS/RIGHTS

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

25. VACATION/HOLIDAYS

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

26. GRADUATION/DIPLOMAS/TRANSCRIPTS/CERTIFICATE OF COMPLETION

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

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

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

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

27. ASSESSMENTS/GRADING POLICIES/TRANSITION

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

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

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

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

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

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

28. PROGRESS REPORTING & ACCOUNTABILITY

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

29. ACCIDENT/INCIDENT REPORTING

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

30. HEALTH AND SAFETY

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

31. EMERGENCY PRECAUTIONS

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

32. SEXUAL HARRASSMENT

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

33. APPROPRIATE THERAPY SPACE

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

34. ADMINISTRATIVE DUTIES AND SUPERVISION OF STAFF

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

35. BEHAVIOR MANAGEMENT

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

36. STUDENT RETURN TO DISTRICT

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

37. SCHOOL CLOSURE

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

38. OTHER PROVISIONS

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

39. INDIVIDUAL SERVICE AGREEMENTS

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

40. PAYMENT PROVISION

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

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

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

41. **RIGHT TO WITHHOLD**

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

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

42. AUDIT EXCEPTIONS

42.1. CONTRACTOR agrees to accept responsibility for receiving, replying to, and/or complying with any audit exceptions by appropriate LEA personnel or State or Federal audit agencies occurring as a result of the CONTRACTOR's performance of this contract.

42.2. CONTRACTOR also agrees to pay to LEA within forty-five (45) days of demand by LEA the full amount resulting from any audit exceptions to the extent they are attributable to CONTRACTOR's failure to perform properly any of its obligations under this contract unless LEA agrees to different terms in writing.

42.3. Any and all audit exceptions must be specified in complete detail before any demand by LEA for any amount set forth therein.

42.4. Within three (3) business days, CONTRACTOR shall notify the LEA in writing when CONTRACTOR is unable to provide services to meet the requirements of this contract.

43. MAINTENANCE OF RECORDS

43.1. The following records shall be maintained by CONTRACTOR:

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

43.1.2. Such forms and records shall be available for review, inspection, or audit by LEA for a period of three (3) years thereafter.

44. TERM OF CONTRACT

44.1. During the term of this Agreement, CONTRACTOR shall comply with all applicable federal, state, CDE, LEA, and other local statutes, laws, ordinances, rules, policies, and regulations including, but not limited to, those relating to: the required special education services, facilities for IWENs, student enrollment and transfer, corporal punishment, student discipline, and positive behavior interventions. The CONTRACTOR shall also fully cooperate with any due process proceedings or complaint investigations.

44.2. This contract and any exhibits or attachments hereto constitute the entire agreement between LEA and CONTRACTOR and supersedes any prior or contemporaneous understanding or agreement with respect to the services to be provided.

44.3. The laws of the State of California shall govern the terms and conditions of this contract with venue in San Joaquin County, California.

44.4. Should any provision in this contract be held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall continue in full force and effect.

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

44.6. This contract is effective on 7/1/08 and terminates at 5:00 p.m. on 6/30/09 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>149.79</u>	<u>180 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	<u>37.97</u>	<u>209 days</u>
b) Transportation – One Way	<u> </u>	<u> </u>
c) Transportation – 1 on 1 Rider (per IEP)	<u> </u>	<u> </u>
d) Transportation – Safety Rider (LEA will be billed for the bus safety riders based on the proportion of students on the bus.)	<u> </u>	<u> </u>
2) Counseling		
a) Educational Counseling – Individual	<u> </u>	<u> </u>
b) Educational Counseling – Group	<u> </u>	<u> </u>
c) Counseling – Parent	<u> </u>	<u> </u>
3) Adapted Physical Education	<u> </u>	<u> </u>
4) Language/Speech		
a) Language/Speech Therapy-Individual	<u> </u>	<u> </u>
b) Language/Speech Therapy-Group	<u> </u>	<u> </u>
5) Orientation/Mobility Training	<u> </u>	<u> </u>
6) Occupational Therapy	<u> </u>	<u> </u>
7) Physical Therapy	<u> </u>	<u> </u>
8) Aides	<u> </u>	<u> </u>
9) Other <u>Extended School Year</u>	<u>149.79</u>	<u>29 days</u>
10) Other <u> </u>	<u> </u>	<u> </u>

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

NOTES:

CONTRACTOR

LEA

Nonpublic School/Agency

Nancy E. Hopple, Director of Special Education

Contracting Officer's Date
Signature

Deputy Superintendent's Signature Date
Educational Services

Name and Title (type) Date

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

Tax I.D. # _____

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EDUCATIONAL SERVICES MEMORANDUM

To: Dr. James C. Franco, Superintendent
From: ~~Dr.~~ Sheila Harrison, Assistant Superintendent for Educational Services
Date: July 16, 2008
Subject: Ratify Master Contract and Individual Services Agreement with Options in Education, NPS

BACKGROUND: A student with significant behavior needs was placed at one non-public school, but the child was removed from that program. After contact with many other non-public schools, Options in Education agreed to place the child for the 08/09 school year. An IEP was held to change placement to Options in Education, a non-public school. Ratification of the master contract and individual services agreement is necessary at this time because services have already begun at Options in Education.

RATIONALE: The child is at Options in a structured setting with a behavioral and counseling component not available in the public setting. Districts must offer a continuum of services, including non-public schools, to students with exceptional needs. Less restrictive placements have not been effective in meeting their needs. This request supports District Strategic Goal #1: Provide a variety of learning opportunities in safe, caring learning environments in order to improve student achievement.

FUNDING: Contract expenses for the 2008-2009 school year include 180 days with per diem costs for basic education at 145.01 and 33 days of extended school year for a total of \$30,887.13. 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 Options in Education, NPS

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

Individual Service Agreement for Nonpublic, Nonsectarian School Agency Services

(Education Code sections 56365, 65356, et. seq.)

LOCAL EDUCATION AGENCY: Tracy Unified School District
 NON PUBLIC SCHOOL: Options in Education

Pupil Name: Residential Setting: Home
 Birthdate: Social Security #:
 Grade:
 Pupil Address:
 City, State & Zip: Tracy, CA 95376 Pupil Phone #:
 Parent/Guardian/Surrogate Name: Parent Phone #:
 Address:
 City, State & Zip: Tracy, CA 95376

CONTRACT ITEMS

1. The pupil's teacher/service provider will hold the following Credential/License: (license)
2. The class size for the pupil will not exceed: 1:14
3. The length of the instructional program will be consistent with the Master Contract unless otherwise specified.
4. Authorized educational services as specified in the IEP shall be provided by the CONTRACTOR up to the amount specified.
5. CONTRACTOR has provided copies of all SUBCONTRACTS to LEA as part of the Master Contract
6. Other provisions (attachments as necessary) (add'l provisions)

A. Basic Education Program

Description			Maximum # Days	Daily Rate	Total
Basic Education Program - regular school year			180	\$145.01	\$26,101.80
				Subtotal	
daily mainst. min.	rate per period	daily cost	x no. days		
Basic Education Cost					\$26,101.80

B. Designated Instructional Services & Related Services

Service Unit	Service	Maximum Units	Service Unit Rate	Maximum Service Cost
	ESY	33	\$145.01	\$4,785.33
Maximum				\$30,887.13

All terms and conditions of the current Master Contract for Nonpublic, Nonsectarian School/Agency Service (NPS/NPS), hereinafter referred to as the Master Contract, previously executed by the parties hereto, are incorporated here in by reference. "The Contractor" will implement the Individualized Education Program (IEP) in accordance with the Agreement and the Master Contract, and will request an IEP review prior to any change if the service agreement.

The parties hereto have executed this contract by and through their duly authorized agents or representative.

This contract is effective "on": July 1, 2006 and terminates at 5:00 p.m. on June 30, 2007 unless sooner terminated as provided herein.

Contractor TRACY UNIFIED SCHOOL DISTRICT

By:

(Contracting Office's Signature)

Date

SPECIAL EDUCATION DIRECTOR

Date

J. Craig Fredericks
 Options In Education, INC.
 7273 Murray Dr., STE. #6
 Stockton, CA 95210
 209-477-9177

Nancy Hopple
 Tracy Unified School District
 1875 W. Lowell Ave.
 Tracy, CA 95376
 209-830-3270

Tracy Joint Unified School District
CONTRACT YEAR -- 2008-2009

AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES
MASTER CONTRACT

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

DEFINITIONS

- A. This Master Contract is made and entered into this 1st day of July, between the district, Tracy Unified School District hereinafter referred to as the local educational agency ("LEA") and **Options in Education** (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

Notices to CONTRACTOR:

Steve Bartles, Principal

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 #**

Name
Options in Education, Inc.
Nonpublic School/Agency
5361 N. Pershing Ave., Ste. H
Address
Stockton **CA** 95207
City **State** **Zip**
209-477-9177 209-477-4667
Phone **Fax#**

4. DISPUTES

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

5. SUBCONTRACTOR AND ASSIGNMENT

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

6. INDEPENDENT CONTRACTOR STATUS

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

7. CONFLICT OF INTEREST

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

8. TERMINATION

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

9. INSPECTION AND AUDIT

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

10. INDEMNIFICATION

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

11. INSURANCE

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

12. FREE AND APPROPRIATE PUBLIC EDUCATION (FAPE)

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

- 12.1.3 The teachers and staff provide academic instruction and support services to pupils with the goal of integrating pupils into the least restrictive environment pursuant to federal law.
- 12.1.4 The school has and abides by a written policy for pupil discipline which is consistent with state and federal law and regulations.
- 12.2. CONTRACTOR shall make no charge of any kind to parents for educational activities and related services specified on the pupil's IEP. This includes screening or interviews which occur prior to or as a condition of a pupil's enrollment under the terms of the contract, except as specified in writing in a due process procedure that is signed by all relevant parties and attached to the relevant pupil's ISA, or for voluntary extracurricular activities conducted subsequent to written notification to parents as to the cost and the voluntary and extracurricular nature of the activity.
- 12.3. Unless the extra curricular activities take place during a school vacation or holiday, pupils not participating shall continue to receive special education and related services as set forth in their IEP.
- 12.4. CONTRACTOR shall provide special education and/or related services to LEA students within the NPS/A which are consistent with the students' IEPs and as specified in the students' ISAs. CONTRACTOR shall be responsible for the provision of all appropriate supplies, equipment, or facilities for a pupil as required in his or her IEP. The responsible agency for specialized equipment shall be designated on the IEP.

13. DEFINITION OF PARENT

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

14. DEFINITION OF DAY

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

15. QUALIFIED PERSONNEL AND CLASS SIZE

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

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

16. SCHOOL CALENDAR

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

17. ATTENDANCE ACCOUNTING/REPORTING

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

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

18. INSTRUCTIONAL MINUTES

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

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

19. INDIVIDUALIZED EDUCATION PLAN (IEP)

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

20. INSTRUCTION/CURRICULUM

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

20.4. Designated instruction and services provided by a NPA will only be provided during the period of the pupil's regular or extended school year program, or both unless otherwise specified by the pupil's IEP.

20.5. CONTRACTOR shall have a plan to implement transition services as stated in the IEP.

20.6. CONTRACTOR agrees to use IEP forms/format of the LEA.

21. NUTRITION

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

22. DISCIPLINE

22.1. CONTRACTOR shall certify in writing to the superintendent that it has and abides by a written policy for pupil discipline that is consistent with State and Federal law.

22.2. CONTRACTOR shall abide by established LEA policies on prohibition of corporal punishment, pupil transfer, suspensions and expulsions, and positive behavioral interventions.

22.3. The site principal of the NPS shall comply with Education Code in fulfilling their responsibilities and duties with respect to the suspension of students.

22.4. CONTRACTOR shall have a written policy regarding suspension and expulsion procedures.

22.5. CONTRACTOR shall immediately notify and provide written documentation to LEA each time a pupil is suspended, including the reason for said suspension. Written documentation shall include, but not be limited to, pupil's name, date, time, offense, rationale for disciplinary action taken, and attached copy of behavioral intervention plan.

23. MONITORING

23.1. CONTRACTOR shall allow periodic monitoring of each pupil's instructional program by LEA and shall be invited to participate in the review of the pupil's progress by the LEA.

23.2. Representatives of LEA shall have reasonable access to observe each pupil at work, observe the instructional setting, interview CONTRACTOR and review each pupil's progress, review service logs and related documentation, including the behavioral intervention plan, if any.

23.3. CONTRACTOR agrees that LEA representative may make unannounced monitoring visits. LEA representatives making site visits will initially report to CONTRACTOR's site administrative office.

23.3.1. The superintendent shall monitor the facilities, the educational environment and the quality of the educational program including the teaching staff, the credentials authorizing service, the standards based core curriculum being employed and the standard focused instructional materials used on a three year cycle, as follows: (1) CONTRACTOR shall complete a self-review in year one; (2) the Superintendent shall conduct an onsite review in year two; and (3) the Superintendent shall conduct a follow-up visit in year three.

23.3.2. CONTRACTOR shall participate in any District Review to be conducted as aligned with the CDE On-site Review or more often if necessary. This review will address programmatic aspects of the Nonpublic School/Agency, compliance with relevant state and federal regulations, and Master Contract compliance.

23.3.3. CONTRACTOR shall participate in Coordinated Compliance Review ("CCR") and Self Review in accordance with requirements of CDE.

23.3.4. CONTRACTOR understands that LEA reserves the right to institute a program audit/review. The program audit/review may include, but is not limited to, a review of core compliance areas of health and safety; curriculum/instruction; related services; and contractual, legal, and procedural compliance.

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

24. PARENT ACCESS/RIGHTS

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

25. VACATION/HOLIDAYS

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

26. GRADUATION/DIPLOMAS/TRANSCRIPTS/CERTIFICATE OF COMPLETION

- 26.1. If a pupil is of secondary school age, the LEA will provide a specific list of the course requirements to be satisfied by the CONTRACTOR leading toward graduation or completion of diploma requirements, and other requirements (e.g. proficiency tests, High School Exit Exam, Certificate of Completion requirements, etc.).
- 26.2. For pupils in grades 9-12, CONTRACTOR shall prepare official transcripts specific to the credits earned at the NPS and submit them to the LEA and the Registrar of the pupil's school of residence for evaluation of progress toward completion of diploma requirements, and specified levels of proficiency in basic skills if applicable, within two (2) weeks of the end of the semester, ESY, or transfer according to the NPS's calendar.
- 26.2.1. Out-of-district transcripts will also be sent with the local CONTRACTOR's official transcripts when submitting to the Registrar of the school of residence, who will complete an integrated transcript. A copy of the transcripts will be sent to the SELPA Director or designee.
- 26.3. Prior to January 10th of each year, an anticipated graduation list will be sent to the Registrar of the school of residence. The LEA shall ensure that the school of residence provides diplomas/certificate of completion in accordance with IEP for any student who attended an NPS within the LEA and for whom the LEA has developed an ISA.

27. ASSESSMENTS/GRADING POLICIES/TRANSITION

- 27.1. For pupils in grades preK-12, CONTRACTOR shall administer state and district-required tests (e.g., STAR, proficiency tests, multiple measures, writing samples, etc.). The NPS/A shall determine its STAR testing period based on completion of 85% of the instructional year at that NPS/A plus and minus ten (10) days, resulting in a 21 day period. The NPS/A shall notify the district of residence of its testing period with their instructional calendar. Staff from the NPS/A shall participate in STAR training from one LEA and that training shall be sufficient for all LEAs that send pupils to the NPS/A.
- 27.2. LEA shall provide at least thirty (30) days advance notice to the CONTRACTOR of the dates by which testing other than STAR shall be completed.
- 27.3. LEA shall coordinate with the CONTRACTOR to ensure that pupils participate in mandatory statewide assessments to the maximum extent possible, with appropriate supports, services, and accommodations, per the IEP.
- 27.3.1. The district of residence shall provide the NPS with testing materials for its pupils. The LEA shall be responsible for providing necessary training and testing materials for all tests.
- 27.4. CONTRACTOR shall establish grading policies to be followed unless otherwise specified in the student's IEP.
- 27.5. CONTRACTOR shall ensure that individualized transition plans are implemented for all pupils age 16 and older.

28. PROGRESS REPORTING & ACCOUNTABILITY

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

29. ACCIDENT/INCIDENT REPORTING

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

30. HEALTH AND SAFETY

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

31. EMERGENCY PRECAUTIONS

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

32. SEXUAL HARRASSMENT

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

33. APPROPRIATE THERAPY SPACE

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

34. ADMINISTRATIVE DUTIES AND SUPERVISION OF STAFF

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

35. BEHAVIOR MANAGEMENT

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

36. STUDENT RETURN TO DISTRICT

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

37. SCHOOL CLOSURE

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

38. OTHER PROVISIONS

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

39. INDIVIDUAL SERVICE AGREEMENTS

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

40. PAYMENT PROVISION

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

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

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

41. RIGHT TO WITHHOLD

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

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

42. AUDIT EXCEPTIONS

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

43. MAINTENANCE OF RECORDS

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

44. TERM OF CONTRACT

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

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

44.6. This contract is effective on 7/1/08 and terminates at 5:00 p.m. on 6/30/09 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>145.01</u>	<u>180 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

LEA

Nonpublic School/Agency

Nancy E. Hopple, Director of Special Education

Contracting Officer's Date
Signature

Deputy Superintendent's Signature Date
Educational Services

Name and Title (type) Date

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

Tax I.D. # _____

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EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. James C. Franco, Superintendent
FROM: *SH* Dr. Sheila Harrison, Assistant Superintendent of Educational Services
DATE: *SH* July 30, 2008
SUBJECT: Ratify Service Agreement for Special Contract Services for Beverly Campbell, Presenter for Staff Development Training for John C. Kimball High School Staff on August 1, 2008

BACKGROUND: The Kimball High School staff will meet for the first time on July 30, 2008 through August 4, 2008. The staff will focus on developing the four academic academies identified for the Kimball High School program. Beverly Campbell is an expert in the field of academic pathway development. She has served as the manager of the California Department of Education Academic and Career Integration Office (please see attached biography).

RATIONALE: Ms. Campbell's expertise in the field of academy development will assist the Kimball High School staff by providing guidance in the integration of career technical education into the core academic program. Ms. Campbell will also provide guidance in the building of community relations and community support for the planned academies. The training session will focus on the health career academy however the strategies presented will transfer to the other planned academies for Kimball High School. She will leave the staff with materials that will facilitate academy development. Ratification of the in-service provided by Beverly Campbell is necessary at this time because services were rendered on August 1, 2008 prior to the Board meeting August 12, 2008. This meets District Strategic Goal #1, Provide a variety of learning opportunities through standards based curriculum and assessment and research based instruction that ensures that all students meet or exceed grade level standards and results in closing the achievement gap.

FUNDING: The cost for the in-service is \$500.00. The cost includes all travel and materials which will be paid by District Block Grant Funds.

RECOMMENDATION: Ratify Service Agreement for Special Contract Services for Beverly Campbell, Presenter for Staff Development Training for John C. Kimball High School Staff on August 1, 2008

Prepared by: Cheryl A. Domenichelli, John C. Kimball High School Principal

BEVERLY CAMPBELL

Biographical Sketch

Beverly Campbell has recently established and serves as president of *BECGroup Consulting*, a consulting and project development firm. Based on her many years in the education field she has recognized expertise in providing consultation on the design and development of new standards-based integrated program start-ups and assessment of success potential for on-going programs through gap analysis based on a set of 15 critical components and their measures. These services are specific to healthcare, community, and education partnerships that include both interdisciplinary horizontal and intersegmental vertical articulation.

Recently retired as manager of the California Department of Education Academic and Career Integration Office, she also served as manager of the Health Careers Education Program and as a Consultant in the Industrial Education Unit during her 28 year tenure. As manager of the Academic and Career Integration Office, Ms. Campbell was responsible for overseeing more than \$130 million in program grants and contracts. These programs included: the Leadership component of the Perkins Vocational Education Federal grant, the Tech Prep Program, the Health Occupations Students of America career technical student organization, the Health Careers Education program, Career Pathways and Majors Design and the CDE component of the School-to-Career program.

Ms. Campbell is founder of many programs, organizations and associations including the California Association of Health Careers Educators, the California Health Careers Teacher Preparation program where she taught as adjunct faculty through CSU Pomona for 10 years, and co-founder of the California Chapter of Health Occupations Students of America and the National Consortium on Health Science and Technology Education (NCHSTE) and Publisher's Coalition. Ms Campbell continues to initiate and manage special projects for NCHSTE that include product design and production and professional development services that are intended to engage students in academic and career preparation as well as to increase and improve the healthcare workforce.

She also continues to serve on a variety of national and state level boards, policy councils and advisory committees and is currently serving as NCHSTE project lead for the National Health Science and Biomedical Program of Study providing oversight and technical assistance to beta sites in California, Idaho, South Carolina, Texas, Illinois, New York, Utah, Minnesota and Indiana. In addition she is associate manager of the Master Teacher Certificate Program and the Healthcare In Partnership with Education (HIPE) recognition annual event. Ms Campbell is currently providing curriculum and partnership development consulting for the new Sacramento Unified School District Health Professions High School, Antioch School District Medical Professions High School and the Irvine Foundation funded ConnectEd: The California Center for College and Careers.

Ms. Campbell received her teaching and administrative lifetime credentials from University of California at Los Angeles (UCLA) in 1974 and 1976 respectively. She is a former dental assistant instructor and local administrator, responsible for establishing the first ROCP Dental Assistant course in California.

As a self-proclaimed futurist, Ms. Campbell is a frequently requested presenter throughout California and across the country. Her expertise is in program design, partnership development, education and workforce projections and grant writing. She has been published in a variety of newsletters, magazines and other documents.

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Avenue, Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and Beverly Campbell, 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: Conduct in-service training for John C. Kimball High School staff on Friday, August 1, 2008 from 8:30 a.m. to 4:00 p.m. on the development of academic academies.
2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 1 () **HOURS/DAY(s)** (circle one), under the terms of this agreement at the following location: District Education Center, Board Room
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
 - a. District shall pay \$500.00 per **HOUR/DAY/FLAT RATE** (circle one), not to exceed a total of \$500.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
 - b. District [] **SHALL**; [X] **SHALL NOT** reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the district rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ 0 for the term of this agreement.
 - c. District shall make payment on a [] **MONTHLY PROGRESS BASIS**, [X] **SINGLE PAYMENT UPON COMPLETION OF THE DUTIES** and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.
4. The terms of the agreement shall commence on August 1, 2008, and shall terminate on August 1, 2008.
5. This agreement may be terminated at any time during the term by either party upon 1 day's written notice.
6. Contractor shall contact the District's designee, Cheryl Domenichelli at (209) 820-4011 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, and Contractor at his or her own cost, expense, and risk, shall defend any and all actions, suits or other legal proceedings that may be instituted against District for any such claim or demand, and pay or satisfy any judgment that may be rendered against District in any such action, suit or legal proceedings or the result thereof. Nothing herein provided shall be construed to require Contractor to hold harmless or indemnify District for liability or damages resulting from the negligence or willful act, or omission of District or its officers, agents, or employees.

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

AGREED:

Consultant Signature (1)

Social Security Number (2)

Date

Title

Address

Tracy Unified School District

Date

Title

Account Number to be Charged

District Block Grant Funds

Department/Site Approval

Budget Approval

Date Approved by the Board

Send all copies to the Business Office:

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



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: ~~XX~~ Dr. Sheila Harrison, Assistant Superintendent of Educational Services
DATE: ~~XX~~ July 17, 2008
SUBJECT: Ratify the Consolidated Application, Part 1, for Tracy Unified School District

BACKGROUND: Each year the District is required to submit to the State Department of Education a Consolidated Application for Funding of Categorical Aid Programs. These programs include both Federal and State funded programs. Part 1 of the Application indicates the District's desire to participate in these programs, abide by their guidelines, and establish site eligibility for Title 1 participation. Individual school plans containing specific site goals, programs, and budgets are submitted to the School Board for approval.

RATIONALE: State law requires local Governing Board approval. This agenda item needs to be ratified at the August 12, 2008 meeting because the Application was due to the State on June 30 and there were no School Board meetings in July. This agenda item supports Strategic Goal #1: Provide a variety of learning opportunities through standards based curriculum and assessment and research based instruction that ensures that all students meet or exceed grade level standards and results in closing the achievement gaps and Strategic Goal #2: Provide a safe environment for students and staff that is conducive to learning.

FUNDING: There is no cost to the District.

RECOMMENDATION: Ratify the Consolidated Application, Part 1, for Tracy Unified School District

Prepared by: Linda Dopp, Director of Alternative Programs



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: Dr. Sheila Harrison, Assistant Superintendent of Educational Services
DATE: July 17, 2008
SUBJECT: Adopt Resolution No. 08-05 Approving Application Authorizing the District to Enter into a Contract with the State for a Child Development Program for 2008-09, and to Authorize Designated Personnel to Sign Contract Documents

BACKGROUND: Tracy operates a pre-school program at South/West Park for which the District receives special state funding. Governing Board approval of the resolution authorizing the district to enter into a contract is required for funding for 2008-09. The authorized signatures are Dr. Casey Goodall, Associate Superintendent of Business Services and Linda Boragno-Dopp, Director of Alternative Programs.

RATIONALE: The pre-school program provides important educational opportunities for students ages 3-4. In addition, over half the students are bilingual and the pre-school provides those students an additional opportunity for English Language Acquisition. The state will provide approximately \$181,931 for the operation of this program. This agenda item supports Strategic Goal #1: Provide a relevant and meaningful curriculum, and Strategic Goal #2: Create a Quality Learning Environment.

FUNDING: There is no cost to the district.

RECOMMENDATION: Adopt Resolution No. 08-05 Approving Application Authorizing the District to Enter into a Contract with the State for a Child Development Program for 2008-09, and to Authorize Designated Personnel to Sign Contract Documents

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

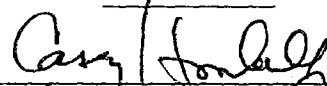

RESOLUTION NO.08-05

This resolution must be adopted in order to certify the approval of the Governing Board to enter into this transaction with the California Department of Education for the purpose of providing child care and development services and to authorize the designated personnel to sign contract documents for Fiscal Year 2008/09.

RESOLUTION

BE IT RESOLVED that the Governing Board of TRACY UNIFIED SCHOOL DISTRICT

authorizes entering into local agreement number/s CPRE - 8345 and that the person/s who is/are listed below, is/are authorized to sign the transaction for the Governing Board.

<u>NAME</u>	<u>TITLE</u>	<u>SIGNATURE</u>
<u>Dr. Casey Goodall</u>	<u>Associate Superintendent</u>	
<u>Linda Boragno-Dopp</u>	<u>Director of Alternative Programs</u>	

PASSED AND ADOPTED THIS _____ day of _____ 2008/09, by the Governing Board of Tracy Unified School District of San Joaquin County, California.

I, William Swenson, Clerk of the Governing Board of

Tracy Unified School District, of San Joaquin County,

California, certify that the foregoing is a full, true and correct copy of a resolution adopted by the said Board at a regular meeting thereof held at a regular public place of meeting and the resolution is on file in the office of said Board.

(Clerk's signature)

(Date)

**CALIFORNIA DEPARTMENT OF EDUCATION**

1430 N Street

Sacramento, CA 95814-5901

F.Y. 08 - 09

DATE: July 01, 2008

LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES

CONTRACT NUMBER: CPRE-8345

PROGRAM TYPE: STATE PRESCHOOL

PROJECT NUMBER: 39-7549-00-8

CONTRACTOR'S NAME: TRACY UNIFIED SCHOOL DISTRICT

By signing this contract and returning it to the State, you are agreeing to provide services in accordance with the FUNDING TERMS and CONDITIONS (FT&C - available online at <http://www.cde.ca.gov/fg/aa/cd/index.asp>) and the CURRENT APPLICATION which by this reference are incorporated into this contract. The FT&C and Requirements specify the contractual responsibilities of the State and the contractor. The Contractor's signature also certifies compliance with "Standard Provisions for State Contracts" (Exhibit A) which are attached hereto and by this reference incorporated herein.

Funding of this contract is contingent upon appropriation and availability of sufficient funds. This contract may be terminated immediately by the State if funds are not appropriated or available in amounts sufficient to fund the State's obligations under this contract.

This contract is effective from July 01, 2008 through June 30, 2009. For satisfactory performance of the required services, the contractor shall be reimbursed in accordance with the Determination of Reimbursable Amount Section of the FT&C, at a rate not to exceed \$21.22 per child per day of full-time enrollment and a Maximum Reimbursable Amount (MRA) of \$181,931.00.

Any provision of this contract found to be in violation of Federal or State statute or regulation shall be invalid but such a finding shall not affect the remaining provisions of this contract.

SERVICE REQUIREMENTS

Minimum Child Days of Enrollment (CDE) Requirement 8,573.6

Minimum Days of Operation (MDO) Requirement 180

Exhibit A, Standard Provisions for State Contracts attached.

STATE OF CALIFORNIA		CONTRACTOR	
BY (AUTHORIZED SIGNATURE)		BY (AUTHORIZED SIGNATURE)	
PRINTED NAME AND TITLE OF PERSON SIGNING		PRINTED NAME AND TITLE OF PERSON SIGNING	
Margie Burke		Linda Boragno-Dopp, Dir. of Alternative Program	
TITLE		ADDRESS	
Manager, Contracts & Purchasing Svcs		1875 W. Lowell Avenue, Tracy, California 95376	
AMOUNT ENCUMBERED BY THIS DOCUMENT	PROGRAM/CATEGORY (CODE AND TITLE)	FUND TITLE	
\$ 181,931	Child Development Programs	General	
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT	(OPTIONAL USE) 0656		
\$ 0	23038-7549		
TOTAL AMOUNT ENCUMBERED TO DATE	ITEM 30.10.010.	CHAPTER	STATUTE
\$ 181,931	6100-196-0001	B/A	2008
	OBJECT OF EXPENDITURE (CODE AND TITLE)	FISCAL YEAR	
	702 SACS: Res-6055 Rev-8590	2008-2009	
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.		175	
SIGNATURE OF ACCOUNTING OFFICER		T.B.A. NO.	B.R. NO.
		DATE	

STANDARD PROVISIONS FOR STATE CONTRACTS

1. The Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.
2. Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.
3. The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.
4. This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
5. Time is of the essence in this Agreement.
6. No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
7. The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.
8. Contractors entering into a contract funded wholly or in part with funds from the United States Government agree to amendments in funding to reflect any reductions in funds if the Congress does not appropriate sufficient funds. In addition, the contract is subject to any restrictions, limitations or enactments of congress which affect the provisions, terms or funding of this agreement in any manner. The State shall have the option to terminate the contract without cost to the State in the event that Congress does not appropriate funds or a United States agency withholds or fails to allocate funds.

Contractor Certification Clauses

The authorized signer of this Contract CERTIFIES UNDER PENALTY OF PERJURY that he/she are duly authorized to legally bind the Contractor to the clauses(s) listed below. This certification is made under the laws of the State of California.

1. **NON-DISCRIMINATION CLAUSE:** During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (*Government Code* Section 12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (*California Code of Regulations*, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing *Government Code* Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the *California Code of Regulations*, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement. (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE CERTIFICATION: By signing this contract, the contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:
- Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
 - Establish a Drug-Free Awareness Program to inform employees about:
 - the dangers of drug abuse in the workplace;
 - the person's or organization's policy of maintaining a drug-free workplace;
 - any available counseling, rehabilitation and employee assistance programs; and,
 - penalties that may be imposed upon employees for drug abuse violations.
 - Every employee who works on the proposed contract will:
 - receive a copy of the company's drug-free workplace policy statement; and,
 - agree to abide by the terms of the company's statement as a condition of employment on the contract.

Failure to comply with these requirements may result in suspension of payments under this agreement or termination of this agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: (1) the Contractor has made false certification, or (2) violated the certification by failing to carry out the requirements as noted above. (*Government Code 8350 et seq.*)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (*Public Contract Code 10296*) (Not applicable to public entities.)
4. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of *Public Contract Code* Section 10286 and 10286.1, and is eligible to contract with the State of California.
5. SWEATFREE CODE OF CONDUCT:
- All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and *Public Contract Code* Section 6108.
 - The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).
6. DOMESTIC PARTNERS: For contracts over \$100,000 executed or amended after January 1, 2007, the contractor certifies that contractor is in compliance with *Public Contract Code* Section 10295.3.
7. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. James C. Franco, Superintendent
FROM: *SH* Dr. Sheila Harrison, Assistant Superintendent of Educational Services
DATE: August 1, 2008
SUBJECT: **Approve Agreement for Special Contract Services with San Joaquin County Office of Education for the Artist-in-Residence Program at Delta Island School.**

BACKGROUND: The Artist-in-Residence Program is provided by the San Joaquin County Office of Education. The Artist-in-Residence Program will provide an artist who will work with students at Delta Island School for 1 hour per week for a total of 8 weeks. Students will learn basic art concepts and carry out various art projects.

RATIONALE: The program will involve Delta Island students in an enrichment program offered by San Joaquin County Office of Education. Delta Island has graciously received a \$5,000.00 donation from a community member which has been placed in the TUSD Community Partnership Grant. The donation is to be used as an enrichment opportunity for our students. We presently offer music to some of our upper grade students and would like to present art to all of our students as part of our Visual and Performing Arts Program. This meets District Strategic Goal #1, provide a variety of learning opportunities through standards based curriculum and assessment and research based instruction that ensures that all students meet or exceed grade level standards and results in closing the achievement gap.

FUNDING: The cost for the program is \$2,000.00 and will be paid by the Community Partnership Grant.

RECOMMENDATION: Approve Agreement for Special Contract Services with San Joaquin County Office of Education for the Artist-in-Residence Program at Delta Island School.

Prepared by: Mrs. Carla Washington, Delta Island School Principal.

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Avenue, Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

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

1. Contractor shall perform the following duties: Provide instruction and schedule classes between artist and school site, 1 hour per week for a total of 8 weeks.
2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 8 HOURS/DAY(s) (circle one), under the terms of this agreement at the following location _____
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
 - a. District shall pay \$ 2,000.00 per HOUR/DAY/FLAT RATE (circle one), not to exceed a total of \$ 2,000.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
 - b. District [] SHALL; ☒ SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the district rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ 0 for the term of this agreement.
 - c. District shall make payment on a [] MONTHLY PROGRESS BASIS, ☒ SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.
4. The terms of the agreement shall commence on September 8th, 2008, and shall terminate on October 27th, 2008.
5. This agreement may be terminated at any time during the term by either party upon 30 day's written notice.
6. Contractor shall contact the District's designee, Carla Washington at (209) 830-3306 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.
7. The parties intend that an independent contractor relationship be created by this contract and District assumes no responsibility for workers' compensation liability. District likewise assumes no responsibility for liability for loss, damage, or injury to person(s) or property resulting from, or caused by, the contractor's activities during or relating to the performance of service under this Agreement.

Contractor agrees to hold harmless and to indemnify District for:

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

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

AGREED:

Consultant Signature (1)

Social Security Number (2)

Date

Title

Address

Tracy Unified School District

8/1/08
Date

Community Partnership Grant
Title

01-0000-0-1110-1000-5800-170-4104
Account Number to be Charged

Carla Washington
Department/Site Approval

Budget Approval

Date Approved by the Board

Send all copies to the Business Office:

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

File: CntretSrvcs.dot
Disk: S:\shared



EDUCATIONAL SERVICES MEMORANDUM

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

BACKGROUND: Pursuant to the Williams Settlement, the Valenzuela Settlement and California Education Code Section 35186 every school must provide 1) sufficient textbooks and instructional materials, 2) school facilities that are clean, safe, and maintained in good repair, 3) a properly credentialed teacher for every classroom and 4) intensive remediation for up to two years for students who have completed grade 12 but not passed the California High School Exit Exam. Education Code, EC 35186(d), requires that school districts shall report summarized data on the nature and resolution of all Williams/Valenzuela uniform complaints on a quarterly basis to the county superintendent of schools and the governing board of the school district. The summaries shall be publicly reported on a quarterly basis at a regularly scheduled meeting of the governing board of the school district. The report shall include the number of complaints by general subject area with the number of resolved and unresolved complaints. The complaints and written responses shall be available as public records. There were no complaints filed under the Williams/Valenzuela settlements during the April 15 to July 15, 2008 reporting period.

RATIONALE: The quarterly report for the period of April 15, 2008 through July 15, 2008, has been submitted to the San Joaquin County office of Education and must be reported to the local school board. This report supports Strategic Goal #1. Provide a variety of learning opportunities through standards based curriculum and assessment and research based instruction that ensures that all students meet or exceed grade level standards and results in closing the achievement gap and Goal #2. Provide a safe environment for students and staff that is conducive to learning.

FUNDING: No cost

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

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

San Joaquin County Office of Education
Valenzuela/CAHSEE Lawsuit Settlement
Quarterly Report on Williams Uniform Complaints
 [Education Code § 35186(d)]

District: Tracy Unified School District

Person completing this form: Carol Anderson-Woo Title: Director of Curriculum, Accountability and Continuous Improvement

Quarterly Report Submission Date: ☐ April 15, 2008
 (check one) ☒ July 15, 2008
☐ October 15, 2008
☐ January 15, 2009

Date for information to be reported publicly at governing board meeting: 8/12/08

Please check the box that applies:

- ☒ No complaints were filed with any school in the district during the quarter indicated above.
- ☐ Complaints were filed with schools in the district during the quarter indicated above. The following chart summarizes the nature and resolution of these complaints.

General Subject Area	Total # of Complaints	# Resolved	# Unresolved
Textbooks and Instructional Materials			
Teacher Vacancy or Misassignment			
Facilities Conditions			
CAHSEE Intensive Instruction and Services			
TOTALS			

For Dr. James Franco
 Print Name of District Superintendent

Casey Goodall
 Signature of District Superintendent
 (signed by Associate Superintendent, Dr. Casey Goodall)

7/10/08
 Date



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: *JS* Dr. Sheila Harrison, Assistant Superintendent of Educational Services
DATE: August 1, 2008
SUBJECT: **Approve Overnight Travel for Tracy High Women's Varsity Water Polo Team to Attend Silver State Shootout in Reno, NV on September 4-7, 2008**

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

RATIONALE: This experience provides the participating athletes with a valuable opportunity to build on teamwork, enhance team chemistry and a chance to compete with other student athletes outside of their geographical area. This aligns with Strategic Goal #1: Provide a variety of learning opportunities through standards based curriculum and assessment and research based instruction that ensures that all students meet or exceed grade level standards and results in closing the achievement gap.

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

RECOMMENDATION: Approve Overnight Travel for Tracy High Women's Varsity Water Polo Team to Attend Silver State Shootout in Reno, NV on September 4-7, 2008

Prepared by: Jason Noll, Principal, Tracy High School.



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: *JA* Dr. Sheila Harrison, Assistant Superintendent of Educational Services
DATE: July 23, 2008
SUBJECT: Ratify Service Agreement with Stanislaus County Office of Education for Student Hearing Screenings for the 2008/2009 School Year

BACKGROUND: Public school districts are mandated to do hearing screenings of kindergarten and/or first, second, fifth, and eighth grade students. Stanislaus County Office of Education, Hearing Conservation Specialists, has provided this service to the Tracy School District for the last twelve (12) years, and is state approved. Ratification is necessary at this time because services need to begin on Wednesday, August 6, 2008, which is prior to the first Board Meeting of the 2008-2009 school year.

RATIONALE: Stanislaus County Office of Education, Hearing Conservation Specialists, screen ten (10) children at a time using a soundproof van – this ensures limited classroom interruption and quality testing. Mass hearing screening is more cost effective when contracted to outside sources. This agenda item meets Strategic Goal #4, Developing the Whole Student.

FUNDING: Stanislaus County Office of Education charges \$3.86 per student, \$8.51 per wheelchair bound student, and 48.5 cents per mile for each hearing van. The cost will not exceed \$21,000.00 and is budgeted in the Health Services department budget.

RECOMMENDATION: Ratify Service Agreement with Stanislaus County Office of Education for Student Hearing Screenings for the 2008/2009 School Year

Prepared by: Cynthia Edmiston, Coordinator of Health Services

TRACY UNIFIED SCHOOL DISTRICT

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

AGREEMENT FOR SPECIAL CONTRACT SERVICES

This agreement, by and between the Tracy Unified School District, hereinafter referred to as "District", and Stanislaus County Superintendent of Schools 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:

State mandated hearing screenings for kindergarten and/or first, second, fifth and eighth grade students.

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

35

sessions under the terms of this agreement at the following location:

Tracy Unified School district K-8 sites.

3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule: \$3.94 per student and \$8.51 per child in a wheelchair, plus mileage rate 58.5 per mile per vehicle.

a. District shall pay ~~\$ per student~~ ^{3.94} FLAT RATE (circle one), not to exceed a total of ~~\$ 21,000.00~~ ²¹. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.

b. District ☒ SHALL; ☐ SHALL NOT reimburse Contractor for out of pocket expenses incurred during Contractor's performance of the services, including mileage, meals and lodging in the district. Reimbursement of expenses shall not exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ 58.5 for the term of the agreement.
per mile

c. District shall make payment on a ☐ MONTHLY PROGRESS BASIS, ☒ SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by the District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.

4. The term of the agreement shall commence on 8/6/08 and shall terminate on 6/11/08.

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

6. Contractor shall contact the District's designee, C Edmiston at (209) 830-3241 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.

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

Contractor agrees to hold harmless and to indemnify District for:

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

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

AGREED:

Consultant Signature (1) ()

Tracy Unified School District

Social Security Number (2)

Date

Date

Title

Title

Stanislaus County Superintendent of Schools

Account Number to be Charged

01-0000-0-1110-3140-5800-800-2302

Address


Department/Site Approval

1100 H Street

Health Services

Modesto, CA 95354

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.

AGREEMENT
Furnishing of Hearing Conservation Services
By the STANISLAUS COUNTY SUPERINTENDENT OF SCHOOLS
To other Public School Agencies

This agreement, entered into this 1st day of July, 2008, by and between the
Tracy Unified School District and the Stanislaus County Superintendent of
Schools, California

TERMS OF THE AGREEMENT

- (1) The Stanislaus County Superintendent of Schools agrees to make available to Tracy Unified Schools hearing conservation services for the 2008-2009 school year.
- (2) For these services Tracy City Unified School District agrees to pay the rate of \$3.94 per student, and \$8.51 per child in a wheel chair, or that otherwise cannot enter the hearing conservation van, plus mileage at the rate of 58.5 per mile per vehicle for out of county travel.
- (3) It is further agreed that Tracy Unified School District Will reimburse the Stanislaus County Superintendent of Schools for the services covered by this Agreement, upon completion of these services and the receipt of a statement showing the amount due. Said reimbursement to be made by a warrant or check drawn to the order of Stanislaus County School Service Fund.

Agency Authorizing Signature

TOM CHANGNON,
STANISLAUS COUNTY
SUPERINTENDENT OF SCHOOLS

By: _____

Don Gatti,
Assistant Superintendent
Business Services

Position:

Date

Date

Please sign and return all copies to the Stanislaus County Office of Education

PRODUCER
 Sierra Self-Insurance Services, LLC
 565 Brunswick Road, Suite 11
 Grass Valley, CA 95945
 530-274-7210 ext 23.

ISSUE DATE (MM/DD/YY)
07/31/2008

CERTIFICATE OF INSURANCE

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.

COMPANIES AFFORDING COVERAGE	
COMPANY LETTER A	CENTRAL REGION SCHOOL INSURANCE GROUP
COMPANY LETTER B	ST. PAUL TRAVELERS
COMPANY LETTER C	
COMPANY LETTER D	
COMPANY LETTER E	

INSURED
 CENTRAL REGION SCHOOL INSURANCE
 STANISLAUS COUNTY OFFICE OF
 1100 H STREET
 ATT: CARINA MCDONALD
 MODESTO, CA 95354

COVERAGES						
THIS IS TO CERTIFY THAT 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 MAINTAINED, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUDING AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMIT	
A	GENERAL LIABILITY	CRGL000007	07/01/2007	07/01/2010	GENERAL AGGREGATE	\$
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				PRODUCTS-COMP/OP AGG.	\$
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				PERSONAL & ADV. INJURY	\$
	OWNER'S & CONTRACTOR'S PROT				EACH OCCURRENCE	\$ 1,000,000
					FIRE DAMAGE (Any one fire)	\$
					MED. EXPENSE (Any one person)	\$
A	AUTO LIABILITY	CRAL000007	07/01/2007	07/01/2010	COMBINED SINGLE LIMIT	\$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
	<input checked="" type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
	<input checked="" type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE	\$
	<input checked="" type="checkbox"/> HIRED AUTOS					
	<input checked="" type="checkbox"/> NON-OWNED AUTOS					
	<input checked="" type="checkbox"/> GARAGE LIABILITY					
	EXCESS LIABILITY				EACH OCCURRENCE	\$
	<input type="checkbox"/> ALL OWNED AUTOS				AGGREGATE	\$
	<input type="checkbox"/> SCHEDULED AUTOS					
	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY LIMITS	
					EACH ACCIDENT	\$
					DISEASE-POLICY LIMIT	\$
					DISEASE-EACH EMPLOYEE	\$
B	OTHER BLANKET BUILDING/PERSONAL PROPERTY	KTC-CMB297453-	07/01/2007	07/01/2010	BLKT. BLDG. & CONT. DISTRICT LIMIT	\$ 91,807,913
					DEDUCTIBLE	\$ 1,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS
 HEARING SCREENINGS

CERTIFICATE HOLDER

 TRACY UNIFIED SCHOOL DISTRICT
 ATT: CINDY EDMINSTON
 1875 LOWELL AVENUE
 TRACY, CA 95376

CANCELLATION
 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

 AUTHORIZED REPRESENTATIVE

JUL 31 2008
 STANISLAUS COUNTY



EDUCATIONAL SERVICES MEMORANDUM

To: Dr. James Franco, Superintendent
From: *JS* Dr. Sheila Harrison, Assistant Superintendent of Educational Services
Date: July 14, 2008
Subject: Ratify Service Agreement with U.C. Berkeley School of Optometry for Student Vision Screenings for the 2008/2009 School Year

BACKGROUND: Public school districts are mandated to do vision screenings of kindergarten and/or first, third, and sixth grade students. U.C. Berkeley School of Optometry uses a team of student doctors, under supervision, to perform the testing. Ratification is necessary at this time because services began on August 1, 2008.

RATIONALE: Modified Clinical Technique is the style of testing performed, that includes near and far acuity, eye muscle balance, color vision and general eye health. Mass vision screenings are least disruptive for classrooms and more cost effective. This agenda item meets Strategic Goal #4, Developing the Whole Student.

FUNDING: U.C. Berkeley, School of Optometry, charges \$3.25 per student. Not to exceed \$8,500.00. This is budgeted in the Health Services Department general budget.

RECOMMENDATION: Ratify Service Agreement with U.C. Berkeley School of Optometry for Student Vision Screenings for the 2008/2009 School Year

Prepared by: Cynthia Edmiston, Coordinator of Health Services

TRACY UNIFIED SCHOOL DISTRICT

1875 West Lowell Ave. Tracy, CA 95376-4095

AGREEMENT FOR SPECIAL CONTRACT SERVICES

This Agreement, by and between Tracy Joint Unified School District, hereinafter referred to as "District" and U.C. Berkeley School of Optometry, hereinafter referred to as "Contractor", is Contractor, herein named, do mutually agree to the following terms and conditions:

1. Contractor shall perform the following duties: Modified clinical technique vision screening, per state mandate, stands, retinoscopy, ophthalmoscopy, cover tests Snellen/E acuity and color vision on males only. (~~Contractor minimum duties~~)
2. Contractor will provide the above service(s), as outlined in) Paragraph 1, for a period of up to a total of eleven () HOUR(s) DAY(s) (circle one), under the terms of this agreement at the following locations: K-5 school sites
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
 - a. District shall pay \$ 3.25 per STUDENT/DAY/FLAT RATE (circle one), not to exceed a total of \$ 8,500.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
 - b. District [] SHALL; [x] SHALL NOT (check one), reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, at rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ 0.00 for the term of this agreement.
 - c. District shall make payment on [] **MONTHLY PROGRESS BASIS**, [x] **SINGLE PAYMENT UPON COMPLETION OF THE DUTIES** (check one), and with thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.
4. The term of this agreement shall commence on August 1, 2008, and shall terminate on June 30, 2009.
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, Cynthia Edmiston at (209) 830-3241 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.
7. The parties intend that an independent contractor relationship be created by this contract and District assumes no responsibility for workers' compensation liability. District likewise assumes no responsibility for liability for loss, damage, or injury to person(s) or property resulting from, or caused by contractor's activities during or relating to the performance of service under this Agreement. Contractor agrees to hold harmless and to indemnify District for:
Any injury to person or property sustained by Contractor or by any person, firm or corporation employed directly or indirectly by the Contractor or by any of the individuals participating in or

associated with him or her, however caused; and any injury to person or property sustained by any person, firm or corporation 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 an 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 person who are not parties to this Agreement except for employees of Contractor.

9. Contractor certifies that his or her current employer, if any, its fully cognizant of this Agreement and that payments hereunder are not in conflict with any federal, state or local statutes, rules or regulations, or with any policies of Contractor's current employer.

10. District shall become the owner of, and entitled to, exclusive possession of all records, documents, graphs, photographic or other reproductions of any kind produced in the scope of services performed and not other uses thereof will permitted except by permission of the District. Proprietary materials will be exempted from this clause.

11. Consultant/Contractor certifies that he or she is not an employee of the District and is self-employed in the performance of the services specified. Consultant agrees that he or she assumes all responsibility in relation to providing the District with an Employer Identification number or Social Security number as required by IRS regulations in relation to the conduct of his/her business.

AGREED:

Consultant Signature (1)

EIN: 94-6002123

Social Security Number

Date

Associate Dean, Clinics

Title

U.C. Berkeley, School of Optometry

200 Minor Hall Berkeley, CA 94720

Address

Tracy Unified School District

Date

Coordinator of Health Services

Title

01-0000-0-1110-3140-5800-800-2302

Account Number to be Charged

Health Services

Department/Site Approval

Budget Approval

Date Approved by the Board of Trustees

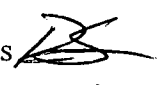
Send All Copies To The Business Office

Whenever organizational names are use, the authorized signature must include company title, such as President.

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



HUMAN RESOURCES MEMORANDUM

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

BACKGROUND:

Brown, Troy

Fracolli, Laurie

BACKGROUND:

Alcorn, Nathan

Arnaudo, Stacey

Balbin, Eunizelle

Ball, Demetrius

MANAGEMENT

Assistant Principal / Tracy High School
Range LME 48, Step A
\$83,172.60
Funding: General

Principal / Freiler
Range LME 49, Step E
\$105,862.41
Funding: General

CERTIFICATED

Biology
Tracy High School
Class III, Step 1, \$45,598
Funding: General

Kindergarten
Central School
Class III, Step 1, \$43,975
Funding: General

SDC (K/1 Combo)
North, Blue Track
Class V, Step 3, \$50,351
Funding: General

Social Science
West High School
Class III, Step 1, \$45,598
Funding: General

	<p>Monte Vista Middle School Class III, Step 7, \$37,149 Funding: General</p>
Castellon, Arminda	<p>2nd Grade North School (Red Track) Class IV, Step 2, \$45,506 Funding: General</p>
Castillo, Lizette	<p>2nd Grade South/West Park Class I, Step 1, \$42,004 Funding: General</p>
Choudhry, Hafsa	<p>Science Monte Vista Middle School Class II, Step 1, \$42,004 Funding: General</p>
Cook, Anthony	<p>Physical Education North, Blue Track Class VI, Step 6, \$55,874 Funding: General</p>
Cuarenta-Gallegos, Luz	<p>5th Grade South/West Park Class III, Step 1, \$43,975 Funding: General</p>
Diaz, Arisbeth	<p>North School Red Track Class III, Step 1, \$43,975 Funding: General</p>
Dubie, Elizabeth	<p>Poet Roving Music (Purple track) Class I, Step 1, \$42,004 Funding: General</p>
Earnshaw, Mary	<p>SDC North School (Blue Track) Class II, Step 1, \$43,627 Funding: General</p>
Fontana, Melinda	<p>SDC 50% Job Share Class III, Step 4, \$23,545 Funding: General</p>

	North School (Red Track) Class III, Step 2, \$43,976 Funding: General
Gentry, Jason	Agricultural Science Tracy High School Class III, Step 1, \$43,975 Funding: General
Gilmore, Tina	5 th Grade Kelly School Class VI, Step 12, \$70,227 Funding: General
Graves, Dina	5 th Grade McKinley Class IV, Step 6, \$52,179 Funding: General
Gudino, Francisco	Science North School (Purple Track) Class I, Step 1, \$42,004 Funding: General
Hall, Eustacia	Earth Science Stein Class I, Step 1, \$43,627 Funding: General
Howell, Nicholas	Social Science Tracy High School Class I, Step 1, \$42,004 Funding: General
Hunley-Seabrooks, Deborah	SDC (Language Arts) Williams Middle School Class I, Step 1, \$43,627 Funding: General
Hunter, John	Business West High School Class V, Step 6, \$53,995 Funding: General
Jimenez, Megan	5 th Grade Kelly (Yellow Track) Class III, Step 2, \$43,976 Funding: General

	Monte Vista Class III, Step 1, \$43,975 Funding: General
Keehn, Marie	Social Science West High School Class IV, Step 6, \$52,179 Funding: General
Kent-Fabris, Judith	8 th Core Williams Middle School Class III, Step 3, \$45,506 Funding: General
Koch, Linda	Home Economics West High School Class III, Step 15, \$59,411 Funding: General
Laios, Anastasia	1 st Grade Jacobson Class III, Step 2, \$43,976 Funding: General
Laires, Nelson	4 th /5 th Combo North, Green Track Class IV, Step 10, \$61,453 Funding: General
Lucas, Emily	English West High School Class VI, Step 2, \$48,728 Funding: General
Luna, Roberto	Math Tracy High School Class I, Step 1, \$42,004 Funding: General
Martin, Mauricio	SDC Science Tracy High School Class III, Step 1, \$42,004 Funding: General
Martinez, Jane	4 th Grade South/West Park Class IV, Step 2, \$45,506 Funding: General

	Kelly School Class IV, Step 4, \$48,728 Funding: General
Motyka, Annabelle	6 th Grade, Red Track Freiler Class IV, Step 2, \$45,506 Funding: General
Orino, Tina	5 th Grade Freiler Class III, Step 2, \$43,976 Funding: General
Peebles, Johari	English DR/Willow Class I, Step 2, \$43,627 Funding: General
Qayumi, Enayat	Math Tracy High School Class V, Step 2, \$48,713 Funding: General
Quintero, Robert	ELD English Tracy High School Class VI, Step 1, \$48,727 Funding: General
Rohrer-Ann Margaret	6 th Core Williams Class I, Step 3, \$42,004 Funding: General
Rosenblum-Stime, Celia	Music Kelly (Purple Track) Class II, Step 2, \$43,976 Funding: General
Ruiz, Maria	1 st Grade Central Class II, Step 1, \$42,004 Funding: General
Sailsbery, Tiffany	SDC, Blue Track (Math/Science/6-8) Kelly School Class I, Step 1, \$43,627 Funding: General

Steger, Jennifer

Tracy High School
Class I, Step 5, \$42,004
Funding: General

Vasquez, Yolanda

3rd Grade
Jacobson
Class III, Step 1, \$43,975
Funding: General

BACKGROUND:

Bates, Crystal

CLASSIFIED

Library Technician (Replacement)
Williams Middle School
8 hours per day
Range 30, Step B - \$15.07 per hour
Funding: State Lottery

Carvalho, Louis III

Custodian I (Replacement)
Central School
8 hours per day
Range 31, Step E - \$17.74 per hour +ND
Funding: General Fund

Cheeseman, Denise

Driver Trainer/Dispatcher (Replacement)
Transportation
8 hours per day
Range 38, Step E - \$20.91 per hour
Funding: Transportation-Special Ed

Deslaurier, Cathleen

Elementary Attendance Clerk (Replacement)
George Kelly
8 hours per day
Range 28, Step E - \$16.53 per hour
Funding: General Fund

Goulart, Debra

School Supervision Assistant (Replacement)
Art Freiler
2 hours per day
Range 21, Step E - \$14.04 per hour
Funding: General Fund

Heifner, Sandra

Library Technician (Replacement)
Monte Vista Middle School
8 hours per day
Range 30, Step E - \$17.32 per hour
Funding: State Lottery

Luperine, Gary

Bus Driver/Groundskeeper/Custodian (New)
Transportation and Maintenance
8 hours per day
Range 36, Step B - \$17.32 per hour
Funding: Transportation Special Ed – 50%;
Ongoing & Major Maintenance – 25%;
General Fund – 25%

Ochoa, Rocio

Clerk Typist II (Replacement)
PLAY Program/North School
8 hours per day
Range 27, Step C - \$14.73 per hour
Funding: Unrestricted Local Defined #5

Parra, Jose

Utility Person II (Replacement)
Stein
8 hours per day
Range 35, Step A - \$16.16 per hour
Funding: General Fund

Salehi, Badria

School Supervision Assistant (Replacement)
North School
3 hours per day
Range 21, Step E - \$14.04 per hour
Funding: General Fund

Wichman, Steven

Para Educator I (P.E. Program) (Replacement)
North School (Green Track)
6 hours per day
Range 24, Step A - \$12.51 per hour
Funding: General Fund

BACKGROUND:

COACHES

Stephens, Chelsea


Frosh Volleyball Coach (Replacement)
West High School
Stipend: \$3,408.06

RECOMMENDATION: Approve Classified, Certificated and/or Management Employment

Prepared by: Ray Strong, Interim Assistant Superintendent of Human Resources



HUMAN RESOURCES MEMORANDUM

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

BACKGROUND:

CERTIFICATED RESIGNATION

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
Carter, Victor Industrial Arts	Williams	5/30/08	Personal
Eddy, Erin 5 th Grade	South	5/30/08	Personal
Jungblut, James English Teacher	Tracy High	5/30/08	Personal
Patzer, Tracy 40% Resignation Psychologist	Hirsch	5/30/08	Personal
Rice, Manya 5 th Grade	McKinley	5/30/08	Personal
Robertson, Michelle Social Science	Tracy High	5/30/08	Personal
Syed, Melissa 40% Resignation SLP	DEC	08/09	Personal
Voyer, Sherri School Nurse	DEC	7/3/08	Personal

BACKGROUND:

Thakore, Rashmika
I.E.P. Para Educator I

SITE

Villalovoz

EFFECTIVE
DATE

08/13/08

REASON

Relocating

BACKGROUND:

NAME/TITLE

Brockett, Debi
Clerk Typist II

SITE

Williams

EFFECTIVE
DATE

06/16/08

Hea, Judy
Attendance Clerk

West High

06/27/08

Patello, Bette
Clerk Typist II

Tracy High

06/30/08

Silva, Carol
High School Attendance
Secretary

West High

06/27/08

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

Prepared by: Ray Strong, Interim Assistant Superintendent of Human Resources



HUMAN RESOURCES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: Ray Strong, Interim Associate Superintendent of Human Resources
DATE: July 3, 2008
SUBJECT: Approve Affiliation Agreement with University of Delaware

BACKGROUND: We currently have agreements with several teacher preparation institutions to place students in our schools to fulfill their teacher requirement for obtaining a teaching credential. The University of Delaware is requesting to place a student in the Food Services Department to obtain 120 hours of field work and 240 hours of clinical work under the Director of Food Services in order to qualify to be a Registered Dietician. The term of this agreement shall commence the 1st day of August, 2008 and shall continue for a period of five years.

RATIONALE: Registered Dieticians have an opportunity to work in hospitals, clinics or school districts in the capacity of a dietician or food service directors.

FUNDING: None.

RECOMMENDATION: Approve Affiliation Agreement with the University of Delaware

Prepared by: Ray Strong, Interim Associate Superintendent of Human Resources.

***AFFILIATION AGREEMENT
IN NUTRITION AND DIETETICS PROGRAMS
BETWEEN THE UNIVERSITY OF DELAWARE
And TRACY UNIFIED SCHOOL DISTRICT***

This is an agreement between the University of Delaware, hereinafter called UNIVERSITY and TRACY UNIFIED SCHOOL DISTRICT hereinafter called CLINICAL CENTER.

PURPOSE

The purpose of the Affiliation Agreement is to permit a clear understanding of the roles and responsibilities of the participants, namely UNIVERSITY and CLINICAL CENTER, in the conduct of a Dietetic Internship Program.

OBJECTIVES

The objective of this Affiliation Agreement is for the participants to agree to provide the clinical education necessary among the requirements for registration as a dietitian and to educate personnel at the post-baccalaureate level who can function effectively in a professional environment. In meeting these objectives, each participant should maintain its autonomy and inherent rights.

STRUCTURE OF CONTRACT

This document will provide for the UNIVERSITY and CLINICAL CENTER a basic agreement for the Dietetic Internship Program.

JOINT RESPONSIBILITIES

1. The UNIVERSITY and CLINICAL CENTER will not discriminate on the grounds of race, color, sex, religion, national origin, marital status, age, handicap, or veteran status in the admission of qualified students to any affiliated program, or in the provision of instruction or use of facilities, or in the part-time employment, where applicable, of the students during training.
2. The number of students, their program of education within the CLINICAL CENTER, and the scheduling of their education at the CLINICAL CENTER will be determined by mutual agreement between the CLINICAL CENTER and the UNIVERSITY.
3. A copy of any printed rules and regulations and a calendar for both UNIVERSITY and CLINICAL CENTER activities should be made available to both participants.
4. The dismissal of a student for academic or disciplinary reasons will be the responsibility of the UNIVERSITY, but the CLINICAL CENTER maintains the right to remove a student from the clinical education portion of the program if a student's behavior should be violative of existing rules and regulations of the CLINICAL CENTER in such matters as procedures, policies, conduct, manner of dress, patient contact, and in such other respects as the CLINICAL CENTER may require to prevent interference with its proper operation. Both UNIVERSITY and CLINICAL CENTER should determine jointly when and if a student, who has been removed from the clinical phase of the program, should be permitted to return to the clinical phase.

RESPONSIBILITIES OF THE UNIVERSITY

1. The UNIVERSITY shall have control over all phases of the administration of the program, curriculum content, evaluation, faculty appointments, admission requirements, promotion and graduation and such other matters as are internal to the UNIVERSITY. The UNIVERSITY will maintain the necessary records of the students.
2. The philosophy of the program will be determined by the UNIVERSITY.

3. The UNIVERSITY will assign students to the CLINICAL CENTER for their clinical education in accordance with the UNIVERSITY calendar and the agreement reached on the capacity of the CLINICAL CENTER to accommodate students for the necessary experience.
4. The UNIVERSITY will provide an individual who will serve as liaison between The UNIVERSITY and the CLINICAL CENTER. The Program Supervisor of the Dietetic Internship Program in Dietetics is designated as the liaison.
5. The UNIVERSITY will accord privileges to the clinical staff appropriate to their role in the program.
6. The UNIVERSITY warrants that it carries professional liability insurance, with single limits of at least \$1,000,000 per occurrence, to protect itself and its participating students and faculty members from the consequence of negligence, malpractice, error, or mistake in the rendering or failure to render of any professional service by said students or faculty members, with respect to this educational clinical experience program in the CLINICAL CENTER.
7. The UNIVERSITY agrees to indemnify and hold harmless CLINICAL CENTER, its Trustees, agents and employees from and against any losses, claims, damages, liability, expenses and costs resulting from any negligent act, error or omission of the UNIVERSITY hereunder.
8. The UNIVERSITY shall assure that students and faculty members adhere to the rules and regulations of the CLINICAL CENTER, including those which pertain to patient confidentiality.
9. The UNIVERSITY shall require background checks for all dietetic interns prior to starting rotations.
10. The UNIVERSITY shall require all dietetic interns to have Health records on file indicating that they are up to date with immunizations including 3 Hepatitis shots.
11. The UNIVERSITY shall provide HIPPA training during orientation and keep a signed Statement of Confidentiality on file which can be sent to facility upon request.

RESPONSIBILITIES OF THE CLINICAL CENTER

1. The CLINICAL CENTER will make appropriate facilities available to the UNIVERSITY and will assist the latter in performance of the program.
2. The CLINICAL CENTER shall provide clinical supervision of the students by qualified personnel who meet the standards of recognized professional accrediting agencies or state agencies and the stated objectives of the educational program.
3. The CLINICAL CENTER shall provide emergency health services to the students during the hours of clinical assignment at the student's own expense.
4. The CLINICAL CENTER will participate in planning and evaluation of students and will maintain the records and reports required by the UNIVERSITY for conducting the educational program.
5. If students are employed by the CLINICAL CENTER while in the program, all legal responsibility for acts of the student will be assumed by the CLINICAL CENTER during the tenure of employment.
6. The CLINICAL CENTER warrants that it carries professional liability insurance, with single limits of at least \$1,000,000 per occurrence, to protect itself and its personnel (including those who may also have clinical appointments at the UNIVERSITY) from the consequences of negligence, malpractice, error, or mistake in the rendering or failure to render of any professional service, which includes the program covered by this contract.
7. The CLINICAL CENTER agrees to indemnify and hold harmless the UNIVERSITY, its Trustees, employees, students and agents from and against any losses, claims, damages, liabilities, expenses and costs resulting from any negligent act, error or omission of the CLINICAL CENTER hereunder.

MISCELLANEOUS

1. The student is responsible for any personal health and travel insurance.
2. Modification of the agreement can be effected by mutual consent of both parties but need not necessarily be revised annually. Further, the agreement may be dissolved by written notice given not less than 90 days prior to the commencement of regularly scheduled experience by either party, or at any time by mutual consent.
3. Any provisions not included herein are to be subject to annual agreement between the Department of Health, Nutrition and Exercise Sciences for the UNIVERSITY and the appropriate administrative official of CLINICAL CENTER.
4. Each party agrees that it shall give the other party prompt notice of any claim, threatened or made or suit instituted against it, which could result in a claim for indemnification above.

The term of this agreement shall commence the 1st day of August, 2008 and shall continue for a period of five years.

TRACY UNIFIED SCHOOL DISTRICT

Approved:

Signed: Matt Belter

Title: Director of Food Services

Date: 6-18-2008

Signed: _____

Title: _____

Date: _____

UNIVERSITY OF DELAWARE

Approved:

Signed: Ann Rucinski

Title: **Director, Dietetic Internship Program**

Date: 6/11/08

Signed: Susan J. Hall

Title: **Chair, Department of Health, Nutrition & Exercise Sciences**

Date: 6/12/08



HUMAN RESOURCES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: Ray Strong, Interim Superintendent of Human Resources *RS*
DATE: August 12, 2008
SUBJECT: Approve School Psychology agreement with Chapman University College

BACKGROUND: Tracy Unified School district currently employs interns through a number of colleges and universities. This has aided the District in increasing the number of candidates that are available for a variety of teaching/administrative positions within the district. An additional contract with Chapman University College will expand options for meeting staffing needs.

RATIONALE: By adding the Chapman University College Psychology program, the District will expand its pool of applicants.

This agenda item meets strategic goal # 6, Partnerships.

FUNDING: There is no cost to the District.

RECOMMENDATION: Approve School Psychology Intern Agreement with Chapman University College.



Chapman University College

SUPERVISED INTERNSHIP AGREEMENT

Please check below all the applicable supervised fieldwork in which in your District will be participating with Chapman University College, Modesto Campus.

SCHOOL PSYCHOLOGY

☐

SCHOOL ADMINISTRATION

☐

SCHOOL COUNSELING

☐

THIS AGREEMENT is made and entered into by and between Chapman University College hereinafter called the "UNIVERSITY," and the TRACY UNIFIED SCHOOL DISTRICT School District, hereinafter called "FIELDWORK SITE."

WHEREAS, an INTERN, as defined in Appendix A, is required to enroll in education courses while serving under the supervision of experienced UNIVERSITY and FIELDWORK SITE professionals, during which time the INTERN shall hold an internship credential granted by the California Commission on Teacher Credentialing, (hereinafter the "COMMISSION").

I. RESPONSIBILITIES OF THE UNIVERSITY

- A. The UNIVERSITY will assure that the student shall have completed the necessary educational prerequisites, if so required, to be eligible for supervised fieldwork.
- B. The UNIVERSITY shall designate a faculty or staff member to coordinate, consult, and collaborate with the classroom teacher or district designee of the FIELDWORK SITE, the activities of each student assigned to FIELDWORK SITE and student fieldwork experience.
- C. The UNIVERSITY shall complete periodic observations and/or evaluations of the student regarding his/her performance at the FIELDWORK SITE as per arrangement between the UNIVERSITY faculty or staff member and the FIELDWORK SITE supervisor.

II. RESPONSIBILITIES OF THE FIELDWORK SITE

- A. The FIELDWORK SITE shall provide field experiences in such schools or classes of the FIELDWORK SITE and under the direct supervision and instruction of such employees of the FIELDWORK SITE, as specified by the duly authorized representatives of the FIELDWORK SITE and the UNIVERSITY.
- B. The FIELDWORK SITE shall provide students with experiences with a student population that is diverse in terms of ethnicity, culture, language, socio-economics and/or special needs.
- C. The FIELDWORK SITE staff will promptly and thoroughly investigate any complaint by any participating student of unlawful discrimination or harassment at the FIELDWORK SITE or

involving employees or agents of the FIELDWORK SITE, take prompt and effective remedial action when discrimination or harassment is found to have occurred, and promptly notify the UNIVERSITY of the existence and outcome of any complaint of harassment by, against, or involving any participating student.

- D. To notify the UNIVERSITY of any change in its personnel, operation, or policies which may affect the field education experience.
- E. Comply with all federal, state and local statutes and regulations applicable to the operation of the program, including without limitation, laws relating to the confidentiality of student records.
- F. The FIELDWORK SITE staff shall comply with APPENDIX B regarding the FIELDWORK SITE's supervision of UNIVERSITY students.
- G. The FIELDWORK SITE acknowledges that each INTERN under this Agreement shall be a paid employee of the FIELDWORK SITE and thus covered under the FIELDWORK SITE'S insurance policies, including Workers' Compensation, to the extent available to other teachers. No intern shall be considered an employee or agent of Chapman University College while performing services for the District.

III. THE PARTIES MUTUALLY AGREE

- A. Neither party shall discriminate in the assignment of INTERNS on the basis of race, color, disability, gender, religion, national origin, ancestry, sexual orientation, or any other basis prohibited by law.
- B. Any failure of a party to enforce that party's right under any provision of this Agreement shall not be construed or act as a waiver of said party's subsequent right to enforce any provisions contained herein.
- C. Notices required or permitted to be provided under this Agreement shall be in writing and shall be deemed to have been duly given if mailed first class to the parties that signed this agreement and to the addresses below.

FIELDWORK SITE CONTACT INFORMATION:

Tracy Unified School District
1875 West Lowell Ave
Tracy, CA 95376

UNIVERSITY CONTACT INFORMATION:

Chapman University College
One University Drive
Orange, CA 92866
Attn: Ellen Curtis-Pierce, Ph.D.
Associate Vice Chancellor
Tel: (714) 997-6590

- D. If any term or provision of this Agreement is for any reason held to be invalid, such invalidity shall not affect any other term or provision, and this Agreement shall be interpreted as if such term or provision had never been contained in this Agreement.
- E. In the event of any material default under this Agreement, which default remains uncured for a period of twenty-one (21) days after receipt of written notice of such default, or in the event of the loss of WASC accreditation by the UNIVERSITY, this Agreement may be immediately terminated by the non-defaulting party.
- F. The parties to this agreement agree that the University may assign its obligation and rights hereunder to University College of Chapman University ("UCCU"), which is an affiliate of the University, without further consent of parties. Upon the University's assignment to UCCU of its obligations under this agreement and UCCU's acceptance thereof, the University shall be released from its obligations hereunder other than liabilities for any performance required through the date of such assumption.

- G. This Agreement fully supersedes any and all prior agreements or understandings between the parties or any of their respective affiliates with respect to the subject matter hereof. No change, modification, addition, amendment, or supplement to this Agreement shall be valid unless set forth in writing and signed and dated by both parties hereto subsequent to the execution of this Agreement.
- H. This Agreement shall be construed in accordance with the laws of the State of California in effect at the time of the execution of this Agreement. Should either party institute legal action to enforce any obligation contained herein, it is agreed that the proper venue of such suit or action shall be Orange County, California.

IV. TERM AND TERMINATION OF AGREEMENT

- A. THE TERM of this Agreement shall be effective June 1, 2008 (Cannot be older than older than 2 months from signature date) and shall continue in full force and effect through June 1, 2010 (not to exceed 5 years). This Agreement may be renewed for one (1) additional term of the contract by mutual written consent of the parties.
- B. THIS AGREEMENT may be terminated by either the UNIVERSITY or the FIELDWORK SITE with or without cause upon thirty (30) days written notice provided that (subject to the other terms of this Agreement) all students performing fieldwork at the time of notice of termination are given the opportunity to complete their fieldwork at the Fieldwork Site.

SIGNATURES:

FIELDWORK SITE:

Signature:

Name:

Title:

Date:

[Handwritten Signature]
RAY M STRONG
Interim Supt for H-R
7/22/08

UNIVERSITY:

Signature:

Name:

Title:

Date:

Gary Brahm

Chancellor

Name:

Title:

Date:

Ellen Curtis-Pierce

Associate Vice Chancellor

Appendix A
Definition of Internship

- A. "INTERN" is defined according to the COMMISSION as a person who is enrolled in a COMMISSION-approved internship program and is serving with an Internship Credential issued upon the recommendation of the UNIVERSITY.
- B. INTERNS shall not displace certificated FIELDWORK SITE employees. FIELDWORK SITE further agrees to provide written certification that no person with the appropriate credential, background and qualifications is interested and/or available in the position that is the subject matter of this Agreement.
- C. The internship may continue for a period of up to two years and the credential may be renewed upon a showing of good cause.
- D. The internship program is being implemented in order to provide the INTERN with an opportunity to gain field experience on a paid basis. In the event that the internship is being developed to meet an employment shortage, FIELDWORK SITE agrees to provide a statement regarding the availability of qualified, certificated individuals holding the appropriate credential.
- E. The Internship Credential is issued for service only in the FIELDWORK SITE District and the UNIVERSITY shall notify the COMMISSION of the FIELDWORK SITE'S participation.

Appendix B
Specific Supervision Requirements for Each Program

School Counseling Fieldwork:

- A. Provide an average of one (1) hour of individual or one-and-one-half (1.5) hours of small group supervision per week from an experienced school counselor with at least two years of professional experience.
- B. Provide opportunities for students to gain a broad range of experiences, including experiences in:
 - a. Data based decision making: Assessing and reevaluating individual pupils and their programs.
 - b. Collaboration and consultation with school personnel and participation on interdisciplinary teams.
 - c. Developing, implementing and evaluating academic and behavioral interventions.
 - d. Providing counseling and other mental health interventions.
 - e. Home, school, community collaboration: working with parents and community members.
 - f. Learning about, helping develop, or evaluating policy, practices and programs.
 - g. Participating in professional development activities.
 - h. Participating in individual or group supervision.
 - i. Learning about and using technology and information systems.
 - j. Learning about Individual differences and student diversity.
- C. The FIELDWORK SITE shall provide activities that occur across at minimum of two of four settings, including (a) preschool, (b) elementary, (c) middle school or junior high, and (d) high school.
- D. The FIELDWORK SITE in collaboration with the UNIVERSITY will designate one school counselor who has at least two years experience in school counseling to serve as the primary supervisor. The student may also work with other experienced school counselors for specific activities. In no case shall any supervisor be assigned by the FIELDWORK SITE to provide concurrent supervision for more than two interns or students.
- E. The FIELDWORK SITE shall ensure that the student receives an average of one hour of individual or one and one-half hours of group face-to-face supervision per week, although more time may be needed, especially at the beginning of the FIELDWORK experience.
- F. The FIELDWORK SITE supervisor, in collaboration with the UNIVERSITY faculty, will complete at least one written evaluation of the student's performance near the end of each university session.
- G. The FIELDWORK SITE shall ensure that the student will be treated by the district as part of the professional staff and provided a supportive work environment, adequate supplies, counseling and test materials. In addition, it shall see that the student is encouraged to participate in district, SELPA, or county committees; and that he/she is provided release time as needed to attend professional development experiences or professional association meetings.

School Psychology Fieldwork:

- A. Provide an average of one (1) hour of individual or one-and-one-half (1.5) hours of small group supervision per week from an experienced school psychologist with at least two years of professional experience.
- B. Provide experiences with a diverse student population.
- C. Provide experiences with a variety of educational programs.
- D. Provide opportunities for students to gain a broad range of experiences, including experiences in:
 - a. Data based decision making: Assessing and reevaluating individual pupils and their programs.
 - b. Collaboration and consultation with school personnel and participation on interdisciplinary teams.
 - c. Developing, implementing and evaluating academic and behavioral interventions.
 - d. Providing counseling and other mental health interventions.
 - e. Home, school, community collaboration: working with parents and community members.
 - f. Learning about, helping develop, or evaluating policy, practices and programs.
 - g. Participating in professional development activities.
 - h. Participating in individual or group supervision.
 - i. Learning about and using technology and information systems.
 - j. Learning about Individual differences and student diversity.
- E. The FIELDWORK SITE shall provide activities that occur across at minimum of two of four settings, including (a) preschool, (b) elementary, (c) middle school or junior high, and (d) high school.
- F. The FIELDWORK SITE in collaboration with the UNIVERSITY will designate one school psychologist who has at least two years experience in School Psychology to serve as the primary supervisor. The student may also work with other experienced school psychologists for specific activities. In no case shall any supervisor be assigned by the FIELDWORK SITE to provide concurrent supervision for more than two interns or students.
- G. The FIELDWORK SITE shall ensure that the student receives an average of one hour of individual or one and one-half hours of group face-to-face supervision per week, although more time may be needed, especially at the beginning of the FIELDWORK experience.
- H. The FIELDWORK SITE supervisor, in collaboration with the UNIVERSITY faculty, will complete at least one written evaluations of the student's performance near the end of each university session.
- I. The FIELDWORK SITE shall ensure that the student will be treated by the district as part of the professional staff and provided a supportive work environment, adequate supplies, counseling and test materials. In addition, it shall see that the student is encouraged to participate in district, SELPA, or county committees; and that he/she is provided release time as needed to attend professional development experiences or professional association meetings.

School Administration Fieldwork:

- A. The FIELDWORK SITE shall provide student with individual and/or small group supervision from an experienced school administrator.
- B. The FIELDWORK SITE shall provide student with experiences with a diverse student population.
- C. The FIELDWORK SITE shall provide student with experiences with a variety of educational programs.
- D. The FIELDWORK SITE shall ensure that the student receives an average of one hour of individual and/or one and one-half hours of group face-to-face supervision per week, although more time may be needed, especially at the beginning of the FIELDWORK experience.
- E. The FIELDWORK SITE supervisor, in collaboration with the UNIVERSITY faculty, will complete at least one written evaluation of the student's performance near the end of each university semester.
- F. The FIELDWORK SITE shall ensure that the student will be treated by the FIELDWORK SITE as part of the professional staff and is provided a supportive work environment and adequate supplies. In addition, it shall see that the INTERN is encouraged to participate in district or county committees and that he/she is provided release time as needed to attend professional development experiences or professional association meetings.



HUMAN RESOURCES MEMORANDUM

TO: Dr. James Franco, Superintendent

FROM: Ray Strong, Interim Associate Superintendent *RS*

DATE: August 1, 2008

SUBJECT: Approve Service Agreement with Ryan Adamo (West High) for the 2008 Football Season

Background: There is a need in the football program at West High School for adequate supervision by knowledgeable coaches to ensure the players have a safe, educational and positive experience. Having exceptionally qualified staff is the primary aim of the program.

Rationale: West High School would like to contract the services of Ryan Adamo, a current volunteer coach. Mr. Adamo is uniquely qualified to assist and enhance the football program at West High School. The experience and enthusiasm he brings to the players will ensure the overall success and safety of the program.

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

Funding: Expenses for the Assistant Varsity Football coach will be paid directly from the West High School ASB account. Expenses will be paid at a flat rate of \$3,000 and will not exceed \$3,000 for the 2008 football season.

Recommendation: Approve Service Agreement with Ryan Adamo (West High) for the 2008 Football Season

Prepared by: Ray Strong, Interim Associate Superintendent for Human Resources

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Avenue, Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and RYAN ADAMO, 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: ASSISTANT Football Coach
2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of _____ () **HOURS/DAY(s)** (circle one), under the terms of this agreement at the following location Menn. II WEST HIGH School
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
 - a. District shall pay \$ 3000 per **HOUR/DAY/FLAT RATE** (circle one), not to exceed a total of \$ 3000. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
 - b. District [] **SHALL**; ☒ **SHALL NOT** reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the district rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ _____ for the term of this agreement.
 - c. District shall make payment on a [] **MONTHLY PROGRESS BASIS**, ☒ **SINGLE PAYMENT UPON COMPLETION OF THE DUTIES** and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.
4. The terms of the agreement shall commence on Aug 2008, ~~2002~~, and shall terminate on DEC 2008, 2003.
5. This agreement may be terminated at any time during the term by either party upon _____ day's written notice.
6. Contractor shall contact the District's designee, Steve Thornton at (209) 830-3370 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:

RAA

Consultant Signature (1)

Social Security Number (2)
7/15/08

Date
ASSISTANT FOOTBALL COACH

Title

Address

Tracy Unified School District

Date

Title

Account Number to be Charged

Department/Site Approval
Thornton

Budget Approval

Date Approved by the Board

Send all copies to the Business Office:



HUMAN RESOURCES MEMORANDUM

TO: Dr. James Franco, Superintendent

FROM: Ray Strong, Interim Associate Superintendent *RS*

DATE: August 1, 2008

SUBJECT: Approve Service Agreement with Damio Towkaniuk (Tracy High) for the 2008 Football Season

Background: There is a need in the football program at Tracy High School for volunteer coaches to assist with the team to ensure the players have a safe, educational and positive experience. Having exceptionally qualified staff is the primary aim of the program.

Rationale: Tracy High School would like to contract the services of Damio Towkaniuk, a current teacher at Tracy High and a former conditioning coach. Mr. Towkaniuk is uniquely qualified to assist and enhance the football program at Tracy High School. The experience and enthusiasm he brings to the players will ensure the overall success and safety of the program. His duties will consist of assisting with weight training and conditioning, and transporting players in a District van.

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

Funding: Expenses for the contracted football coach will be paid by the District. The District will be reimbursed for this expense from Tracy High School's ASB account. Expenses will be paid at a flat rate of \$1,500 and will not exceed \$1,500 for the 2008 football season.

Recommendation: Approve Service Agreement with Damio Towkaniuk (Tracy High) for the 2008 Football Season

Prepared by: Ray Strong, Interim Associate Superintendent for Human Resources

AGREEMENT FOR SPECIAL CONTRACT SERVICES

This Agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and Damio Towkaniuk, 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: FOOTBALL ASST COACH

Will help in conditioning & weight training & help with S.TEAMS on VAR.

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

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

A. District shall pay \$ 1500 - per HOUR / DAY / FLAT RATE (circle one), not to exceed a total of \$ 1500 -. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.

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

C. District shall make payment on a [] MONTHLY PROGRESS BASIS, [☒] SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a "Invoice of Non-Employee Consultant Services". Original paid receipts are required for lodging, airfare (passenger coupon or ticket stub), automobile rental and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.

4. The term of this agreement shall commence on Aug. 1st 2008, and shall terminate on Dec. 1st 199 2008.

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

6. Contractor shall contact the District's designee, Mark Stroup at (209) 630 - 3200, with any questions regarding performance of the service outline above. District's designee shall determine if and when Contractor has completed the services described.

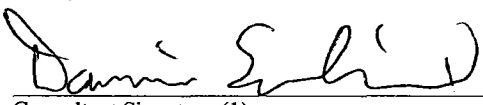
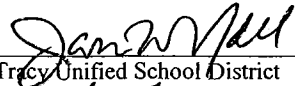
7. The parties intend that an independent contractor relationship is created by this contract and District assumes no responsibility for workers compensation liability. District likewise assumes no responsibility for liability for loss, damage, or injury to person(s) or property resulting from, or caused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

Contractor agrees to hold harmless and to indemnify district for:

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

8. This Agreement is for the personal services of the Contractor and Contractor may not assign the performance of the services to any persons who are not parties to this Agreement except for employees of Contractor.
9. Contractor certifies that his or her current employer, if any, is fully cognizant of this Agreement and that payments hereunder are not in conflict with any federal, state or local statutes, rules or regulations, or with any policies of Contractor's current employer.
10. District shall become the owner of, and entitled to, exclusive possession of all records, documents, graphs, photographic or other reproductions of any kind produced in the scope of services performed and no other uses thereof will be permitted except by permission of the District. Proprietary materials will be exempted from this clause.
11. Consultant/Contractor certifies that he or she is not an employee of the District and is self-employed in the performance of the services specified. Consultant agrees that he or she assumes all responsibility in relation to providing the District with an Employer Identification number or Social Security number as required by IRS regulations in relation to the conduct of his or her business.

AGREED:

 _____ Consultant Signature (1) ..	 _____ Tracy Unified School District
_____ Social Security Number or EIN number (2)	7/25/08 _____ Date
6/30/08 _____ Date	Principal _____ Title
_____ Title	_____ Account Number to be charged
_____ Address	Mark Stoup _____ Department/Site Approval
Tracy, CA 95371 _____ City/State/Zip	_____ Budget Approval
_____ Phone Number	_____ Date Approved by the Board

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

C:\WINNT\Profiles\gborejko\Personal\Agreement for Special Contract Services.doc

Glenda Borejko Page 2 03/10/1998 rvsd 08/25/2005



BUSINESS SERVICES MEMORANDUM

To: James Franco, Superintendent
From: C. Goodall, Assistant Superintendent for Business
Date: July 1, 2008
SUBJECT: Acknowledge Administrative Regulation 5116.1 Intradistrict Open Enrollment
(Second Reading, Intent to Adopt)

BACKGROUND: Administrative Regulation 5116.1 was acknowledged by the Board on January 30, 2006 and provides guidance for managing the Intradistrict Open Enrollment process. However, adoption of new High School attendance boundaries raised concerns about how high school sibling issues will be addressed.

RATIONALE: The proposed language updates AR 5116.1 to include sibling considerations which ensures that parents of more than one high school student will be able to have siblings at the same school through 2015, given that each of the students is assigned a school based on attendance boundaries rather than choice of a specialized program. Additions are highlighted in bold lettering.

FUNDING: Not Applicable.

RECOMMENDATION: Acknowledge Administrative Regulation 5116.1 Intradistrict Open Enrollment (Second Reading, Intent to Adopt)

INTRADISTRICT OPEN ENROLLMENT

1. Purpose and Scope

The Board of Trustees desires to provide options for schools of choice dependent upon space available.

No student currently residing within a school's attendance area shall be displaced by another student. (Education Code 35160.5)

The parents/guardians of any student who resides within district boundaries may apply to enroll their child in any district school, regardless of the location of residence within the district. (Education Code 35160.5)

If a district school receiving Title I funds is identified for program improvement, corrective action or restructuring, all students enrolled in that school shall be provided an option to transfer to another district school or charter school.

If while on school grounds, a student becomes the victim of a violent criminal offense, as defined by the State Board of Education, or attends a school designated by the California Department of Education as persistently dangerous, within a reasonable amount of time he/she shall be provided an option to transfer to another district school or charter school.

After learning that a school has been designated as "persistently dangerous," the Superintendent or designee shall notify parents/guardians of the school's designation and their option to transfer. The transfer shall remain in effect as long as the student's school of origin is identified as "persistently dangerous."

2. Procedures

1. The Superintendent or designee shall identify those schools, which may have space available for additional students. A list of these schools and open enrollment applications shall be available at all school offices.
2. Enrollment in a school of choice shall be determined by lot from the eligible applicant pool, and a waiting list shall be established to indicate the order in which students may be accepted as openings occur. Late applicants may be added to a lottery pool and selected by lot when space is available.
3. Applications should be made at the school of choice during the designated open enrollment period, for possible placement for the fall semester of the next school year. All applications will be time and date stamped.

INTRADISTRICT OPEN ENROLLMENT

4. The Superintendent or designee shall inform applicants by mail as to whether their applications have been approved, denied, or placed on a waiting list. If the application is denied, the reason for denial shall be stated.
5. Applicants who receive approval must confirm their enrollment within seven calendar days.
6. An eighth grade student desiring to attend a high school other than his or her designated home school may apply to that high school of choice regardless of the elementary school last attended.
7. The principal shall maintain an up to date list of those students attending their school because of choice.

Any complaints regarding the selection process should be taken to the Superintendent or designee whose decision shall be final.

Notifications

Notifications shall be sent to parents/guardians at the beginning of each year as part of the parents rights on the availability of a package describing all current statutory attendance options and local attendance options available in the district including:

1. All options for meeting residency requirements for school attendance.
2. Program options offered within local attendance areas.
3. A description of any special program options available on both an interdistrict and intradistrict basis.
4. A description for the procedure for application for alternative attendance areas or programs and the appeals process available, if any, when change of attendance is denied.
5. A district form for requesting a change of attendance.
6. The explanation of attendance options under California law as provided by the California Department of Education. (Education Code 48980)

Intradistrict Attendance for Specialized Needs

The Board of Trustees shall determine attendance boundaries of the schools of the District, and the Superintendent/designee shall maintain a record of all boundaries.

The District will make every reasonable effort to meet the academic and social needs of all its students. Typically, students are enrolled in the District's school where the parent/legal guardian

INTRADISTRICT OPEN ENROLLMENT

resides. In addition, when students are unable to make a satisfactory adjustment to the academic program and social life at the comprehensive high school, the District offers alternative educational programs which are designed to better meet their special needs and interests. However, the district offers enrollment options under specific criteria.

Intradistrict permit requests (Comprehensive High Schools)

An intradistrict transfer permit shall be requested when a transfer from one comprehensive high school to another within the Tracy Joint Union High School District is desired. Intradistrict requests are subject to space availability at the desired school.

High school students, including incoming ninth graders, must submit an intradistrict transfer request before May 15th of the previous school year in order to be considered for a transfer. Any transfers received after May 15th will be held and if space is available in an academy or specific class, the applicants will be selected by lottery. The student must meet the qualifications and be accepted into the academy.

High School transfers for continuing students will only be granted during the open enrollment period. Only students newly enrolled in Tracy Unified School District will be considered for transfers during the school year.

Should the need arise to make an exception to these priorities, the Director for Student Services will review the case to determine whether cause exists to make a change.

Requests for intradistrict attendance permits will be given consideration when the request is in keeping with this policy and other District rules and regulations.

Parents/legal guardians of students attending school on intradistrict permits must reapply for those permits annually and meet the criteria defined by this policy and/or criteria for the transfer.

Revocation of Intradistrict Permits

Intradistrict permits may be revoked at any time that a student does not maintain acceptable standards of attendance and/or behavior as defined by the Student Conduct Code and/or maintain acceptable levels of academic achievement.

Intradistrict Attendance

The following criteria are considered when intradistrict permits are requested involving the comprehensive high schools of the District:

- a) When the day care of a handicapped student can be provided only within the boundaries of the school of proposed attendance.

INTRADISTRICT OPEN ENROLLMENT

- b) When parents/legal guardians move into another school area during a semester, to allow the ninth and tenth grade student to continue enrollment for the remainder of that semester, and to allow the eleventh and twelfth grade student to complete high school graduation requirements when the student's past performance has been successful and he/she is currently in good standing.
- c) When parents/legal guardians anticipate a change of residence during the school term and can provide written verification of the address to which they are moving, to permit enrollment pending the actual move.
- d) When concern exists for a student's welfare (written verification required). Juvenile court cases, special mental or physical health needs, safety needs, and disciplinary cases will be considered.
- e) When a student's enrollment in a specific course of instruction lasting more than one semester and provided only at a designated school, to allow enrollment at that school as long as the student continues enrollment in the specific class or program of instruction and/or meets transfer criteria.
- f) Legal children of certificated and classified employees who are assigned to the school.
- g) **When an incoming ninth grade high school student living within the John C. Kimball attendance boundary, and scheduled to graduate before July 2015, has an older sibling simultaneously attending Tracy High School or Merrill F. West High School because at the time the older sibling was assigned to the high school to which he/she was geographically assigned based on the two attendance boundaries which existed prior to the existence of John C. Kimball High School.**
- h) **When an incoming ninth grade high school student living within the John C. Kimball attendance boundary, and scheduled to graduate before July 2015, has an older sibling simultaneously attending Tracy High School or Merrill F. West High School because the older sibling was assigned to attend a high school based on criteria g, above.**

Intradistrict permits involving the comprehensive schools of the District are issued on the basis of the criteria contained in Board Policy 5116. Continuation of student transfer permits is subject to the following conditions:

1. Regular school attendance.
2. Passing grades in all subjects.
3. Observance of school rules and regulations.
4. Availability of space.
5. Meet academic requirements established by each program

INTRADISTRICT OPEN ENROLLMENT

Intradistrict permits require yearly renewal. Student transportation is the responsibility of the parent.

Intradistrict Permits

The following procedures shall be followed when considering intradistrict requests involving the comprehensive high schools of the District:

1. The request shall be initiated by the parent at the school of residence and submitted to the principal or assistant principal.
2. The principal/assistant principal of the school of residence must approve or deny the request to:
 - a) Verify a need for the transfer
 - b) Determine if the reason stated is in accordance with board policy.
- 3) The principal/assistant principal of the school of residence must approve or deny the request.
- 4) The principal/assistant principal of the school of residence shall contact the principal/assistant principal of the requested school and forward the request form to him/her.
- 5) The principal/assistant principal of the requested school may concur with the school of residence, request an interview with the parent and student, and/or disagree with the school of residence.
- 6) The principal/assistant principal of the requested school shall forward the completed request form to the Director of Student Services.
- 7) No student shall be enrolled in the requested school prior to the approval of the request by the Director of Student Services. Neither school official shall indicate the probable disposition of the request until formal confirmation has been provided.
- 8) The Director of Student Services shall notify the parent and both schools of the disposition of the request and the conditions of the intradistrict transfer agreement if any.
- 9) A parent conference may be requested prior to enrollment.

INTRADISTRICT OPEN ENROLLMENT

- 10) Parents/guardians of students attending school on intradistrict permits or submitting new intradistrict permits must apply/reapply for those permits annually using the following procedures:
 - a) The parent/guardian shall submit an "Intradistrict Attendance Transfer Request" form to the Student Services Office (SSO) by May 15th of the year preceding the school year for which it is requested.
 - b) The Director of Student Services will review the request and inform the parent/guardian, in writing, of his/her decision or the decision to place the student on the lottery waiting list. Parents shall be notified before the start of school of the status of the request.
 - c) A copy of the approved/disapproved form will be sent to both schools involved.

Interdistrict Permits and Sports

High School students transferring after the May 15th deadline may need to file a form with the California Interscholastic Federation and may be sanctioned from sports. This includes incoming 9th graders who transfer after the first fifteen days of school and continuing students.

Parent Appeals

Parents may request, in writing, a hearing by the Board of Education.

1. Parents who wish to appeal, must complete the "Appeal to the Board of Education" form available in the Student Services office.
2. The request shall be made in writing and submitted at least ten (10) working days before a scheduled board meeting.
3. The Director of Student Services will review the written request and forward materials to the Board of Education.
4. The decision of the Board of Education shall be final.

Involuntary Transfer to Alternative Education Programs

The comprehensive high school will make every reasonable effort to ensure a student's success prior to recommending an involuntary transfer to an alternative school provided that the student may be involuntarily transferred the first time he/she commits an act enumerated in Education

INTRADISTRICT OPEN ENROLLMENT

Code 48900 if the principal determines that the student's presence causes a danger to persons or property or threatens to disrupt the instructional process.

A cooperation effort, between the school staff and parents or guardians, will attempt to bring about a student's satisfactory adjustment to the academic program and social life at the District comprehensive high schools.

Prior to transferring a student to an alternative education program, the comprehensive high school administration will refer the student's case to the Alternative Education Committee to consider the appropriateness of the recommended placement. The Alternative Education Committee will include an assistant principal from each of the District's comprehensive high school, the student's counselor, the principal of the alternative school.

1. At the Alternative Education Committee Meeting, the student or the student's parent/guardian shall be informed of the specific facts and reasons for the proposed transfer.
2. The student or the student's parent/guardian shall have the opportunity to inspect all documents relied upon, question any evidence and witnesses utilized and present evidence on the student's behalf. The student may also designate one or more representatives and witnesses to be present with him/her at the meeting.
3. The decision to transfer the student involuntarily shall be based on finding that the student committed an act enumerated in Education Code 48900, or has been habitually truant or irregular in attendance from instruction upon which he/she is lawfully required to attend.
4. None of the persons involved in the final decision to make an involuntary transfer of the student shall be a member of the staff of the school in which the student is enrolled at the time the decision is made.
5. The decision to transfer shall be in writing, stating the facts and reasons for the decision, and sent to the student or the student's parent/guardian. It shall also indicate whether the decision is subject to periodic review and the procedures therefore.

Involuntary Transfer Appeals

Parents have five (5) school days from the date of the decision to transfer to appeal.

1. The request for an appeal must be made, in writing, to the Director for Student Services. A conference will then be scheduled. The Director of Student Service's decision shall be final. At the conference:

INTRADISTRICT OPEN ENROLLMENT

- a) The student, parent or guardian will be informed of the specific facts and reasons for the proposed transfer;
- b) The student, parent or guardian may inspect all documents relied upon and question any evidence on the student's behalf;
- c) The student may designate representatives and witnesses to be present at the meeting.

Voluntary transfer to an Alternative Education Programs

- 1. A student must be at least sixteen (16) years of age to be allowed to transfer to Alternative Education Programs.
- 2. A voluntary transfer may not occur without prior consultation with the principal of High School Alternative Education Programs and the comprehensive high school administrator and/or counselor.
- 3. A student under eighteen (18) years of age who volunteers for the program must have parental permission.
- 4. A student who is referred to the program may be given priority over students who volunteer.
- 5. A student who has voluntarily transferred to a Alternative Education Program shall have the right to return to the comprehensive high school at the beginning of the following school year and with the consent of the Director for Student Services, may return at any time.

Voluntary Transfer to On-site Alternative Education Programs

- 1. A student younger than sixteen (16) years of age may be allowed to voluntarily transfer to the on-site continuation high school program.
- 2. A voluntary transfer may not occur without prior consultation with the principal/designee of the on-site continuation high school program and the comprehensive high school administrator.
- 3. A student younger than sixteen (16) years of age who volunteers for the program must have parental permission.
- 4. A student who has voluntarily transferred to an on-site continuation shall have the right to return to the regular comprehensive high school program at the beginning of the following school year and with the consent of the Director of Student Services, may return at any time.

INTRADISTRICT OPEN ENROLLMENTVoluntary Transfer to Full-time Tracy Adult School Classes

1. Before students under the age of eighteen (18) transfer to an adult school program on a full-time basis, they must comply with the following requirements:
 - a) Students must obtain permission from their parents or guardian.
 - b) Students must obtain permission from the Comprehensive High School Administration, Continuation principal, and the Tracy Adult School principal's permission.
 - c) Students who transfer from another district's adult school may enroll in the Tracy Adult School program at any time with the Tracy Adult School principal's permission.
 - d) Students under eighteen (18) may appeal the decision made by the mentioned school authorities to the Director for Student Services. The Director's decision shall be final.

Transferring an Alternative Education Student to a Comprehensive High School

Before being transferred to one of the District's comprehensive high schools, a student who was involuntarily transferred to the continuation school must attend at least one (1) quarter at continuation and meet the following conditions:

1. Average at least one credit worth of work per week for the entire quarter.
2. Accumulate not more than five (5) unexcused absences during the quarter.
3. Accumulate not more than one (1) suspension during a nine (9) week period.
4. Accumulate not less than thirty (30) credits behind their class.
5. Return at a semester break.



BUSINESS SERVICES MEMORANDUM

TO: Dr. James C. Franco, Superintendent
FROM: *CWG* Dr. Casey Goodall, Associate Superintendent for Business Services
DATE: July 2, 2008
SUBJECT: **Adopt Board Policy 3551 and Administrative Regulation 3551 Food Service Operations/Cafeteria Fund and Board Policy 3554 and Administrative Regulation 3554 Other Food Sales (First Reading)**

BACKGROUND: In March of 2006 an audit was conducted of Board policies and administrative regulations. The audit identified the status of specific policies and regulations, and detailed requirements to bring these documents into compliance with guidelines with the California School Boards Association (CSBA). Recommended changes ranged from adding required policies, to making minor changes, to adopting language already in place, but for which no adoption date is identifiable.

RATIONALE: BP 3551, AR 3551, BP 3554 and AR 3554 include language which was approved earlier but is modified to comply with CSBA recommendations. Additions are highlighted in bold lettering. Deletions are marked with a strikethrough.

FUNDING: Not Applicable.

RECOMMENDATION: Adopt Board Policy 3551 and Administrative Regulation 3551 Food Service Operations/Cafeteria Fund and Board Policy 3554 and Administrative Regulation 3554 Other Food Sales (First Reading).

Prepared by: Matthew Belasco, Director of Food Services.

FOOD SERVICE OPERATIONS/CAFETERIA FUND

~~Tracy Unified School District has an established checking and savings bank account at Bank of Stockton, Tracy Branch, for cafeteria activities. Said account shall be known as the "Cafeteria Account of Tracy Unified School District."~~

~~The Board authorized the Superintendent, Assistant Superintendent for Business Services, Director of Financial Services, and the Accounting Supervisor. At least two signatures are required on each check.~~

~~Expenditures from the Cafeteria Account~~

- ~~1. Salaries: Salaries of food service personnel shall be paid from the general fund and reimbursed from the cafeteria account. The personnel and payroll procedures for cafeteria workers shall parallel those for all other employees.~~
- ~~2. Maintenance and Replacement Costs: Maintenance and replacement costs for food services shall be paid from the district general fund and reimbursed from the cafeteria account.~~
- ~~3. Food and Supplies: Costs of food and supplies shall be paid directly from the cafeteria account.~~
- ~~4. Other expense: All other expenses for food service shall be³ paid from the food services account of the general fund unless the Board of Education authorized payment from the cafeteria account.~~

~~CONTROL OF CASH RECEIPTS~~

~~Daily cash reports should be prepared for all meals served and for all monies received and deposited. Any difference in cash collections reported and actual cash receipts should be entered in the accounting records as "CASH OVER and SHORT". Significant and/or continuing differences should be investigated.~~

~~Legal Reference:~~

~~EDUCATION CODE 39890 et seq. Cafeteria, funds and accounts~~

The Governing Board intends that, insofar as possible, school food services shall be a self-supporting, nonprofit program. To increase cost effectiveness, the Superintendent or designee shall centralize and direct the purchasing of food and supplies, the planning of menus, and the auditing of all food service accounts for the district.

Meals may be sold to students, district employees, Board members, and employees or members of the fund or association maintaining the cafeteria. (Education Code 38082)

FOOD SERVICE OPERATIONS/CAFETERIA FUND

In addition, meals may be sold to other individuals and organizations that are on campus during meal times for a legitimate purpose, such as classroom volunteers, parents/guardians, or student siblings.

The Superintendent or designee shall recommend meal prices for students and nonstudents for approval by the Board. Students who are enrolled in the free or reduced-price meal programs shall receive meals free of charge or at a reduced price in accordance with law, Board policy, and administrative regulation.

Any meals served to nonstudents shall not be subsidized by federal or state reimbursements, food service revenues, or U.S. Department of Agriculture commodities.

Program financial reports shall be presented regularly to the Board.

Cafeteria Fund

The Superintendent or designee shall establish a cafeteria fund independent of the district's general fund.

The wages, salaries, and benefits of food service employees shall be paid from the cafeteria fund. (Education Code 38103)

Contracts with Outside Services/Providers

With Board approval, the district may enter into a contract for management consulting services related to food service.

Legal Reference:

EDUCATION CODE

38080-38085 Cafeteria, establishment and use

38090-38095 Cafeterias, funds and accounts

38100-38103 Cafeterias, allocation of charges

42646 Alternate payroll procedure

45103.5 Contracts for management consulting services; restrictions

49490-49493 School breakfast and lunch programs

FOOD SERVICE OPERATIONS/CAFETERIA FUND

49500-49505 School meals

HEALTH AND SAFETY CODE

113700-114437 California Retail Food Code

UNITED STATES CODE, TITLE 42

1751-1769h School lunch programs

1771-1791 Child nutrition, including:

1773 School breakfast program

CODE OF FEDERAL REGULATIONS, TITLE 7

210.1-210.31 National School Lunch Program

220.1-220.21 National School Breakfast Program

Management Resources:

CALIFORNIA DEPARTMENT OF EDUCATION MANAGEMENT ADVISORIES

0701.00 Adult and Sibling Meals in the National School Lunch and School Breakfast Programs, No. 00-111

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

California School Accounting Manual

WEB SITES

California Department of Education, Nutrition Services Division:
<http://www.cde.ca.gov/ls/nu>

California School Nutrition Association: <http://www.calsna.org>

U.S. Department of Agriculture, Food and Nutrition Service: <http://www.fns.usda.gov/end>

(6/96 3/01) 11/07

Board Adopted:

Food Service Operations/Cafeteria Fund

CASH COLLECTIONS

All money received should be entered into the account books and records and a change fund should be established. The daily receipts should be deposited intact. Each site is issued starting cash to establish the change fund. At the end of the year, the starting cash is returned to the Food Service Office for deposit. Change should never be made by withholding a portion of the previous day's cash receipts.

California sales tax is applicable to all cafeteria adult sales and sales to pupils that are identified as the "Snack Tax" effective July 1991. It is suggested that the gross daily sales, including sales tax collections, be credited to the appropriate income account in the Cash Receipts Journal. Sales tax will be identified as an accounts payable entry.

Claims for reimbursements are to be prepared from the daily records of meals served in accordance with instructions provided and within the required timelines.

CONTROL OF CASH DISBURSEMENTS

Processing Invoices

Any payment should be supported by properly itemized invoices listing the name of the vendor and made out in the name of the district kitchen site. All available cash discounts should be taken. Where necessary, vendor's invoices subject to discount should be processed for payment in advance of invoices not subject to discount.

Before payment is made, vendors' invoices should be checked as to Purchase Order number, receipt of foods, verification of prices and extensions, and authorization of payment.

Disbursement by Check

All cash disbursements should be made only by check. Checks should be pre-numbered and have the legally required name of the cafeteria bank account printed on them. The date, and number of each check, including the amount, name of payee, and account distribution, should be recorded in the cafeteria.

Checks should not be signed unless drawn on the basis of itemized invoices for approved, legal expenditures relating to goods or services actually received.

Checks reimbursing the General Fund for wages, salaries, and benefits should be based upon amounts prescribed by the Governing Board. Each check should be drawn payable to a named payee.

7.6

Food Service Operations/Cafeteria Fund

~~Voided checks should be made non-negotiable by having the signature space cut out; these checks should be kept on file. In this way, an accounting may be made for each check. The number of each voided check and the fact that it is void should be recorded in the Cash Disbursement Journal. The resources in the cafeteria bank account should be used only for disbursements relating to the Food Service Department.~~

CONTROL OF PURCHASES

~~Numbered Purchase Orders will be used to control all purchases. These are signed by the Director of Food Services.~~

~~Where a centralized system of purchasing is used, warehouse requisition forms are used as the basis for issuing food and supplies from stock. The purchase of perishable commodities delivered frequently on a continuing basis by a vendor may be controlled through the use of open purchase orders covering a specific period of time.~~

~~Orders should be placed promptly when notices of available surplus commodities are received from the Office of Food Distribution. Opportunities to reorder should be taken whenever additional supplies of surplus commodities may be used advantageously.~~

~~Purchased items received should be inspected by a person qualified to determine their conformity to specifications ordered by the school district.~~

~~Travel and expense forms for Food Service employees are processed usually every two months. See Business Services for appropriate form.~~

INVENTORIES

~~Separate inventories of cafeteria food and supplies are taken at the end of each month on inventory forms which provide information relating to description, quantity, cost per unit and total cost, date of inventory and signature of the person recording the inventory. Detailed inventory information is needed for financial accounting and for review by the Child Nutrition Division of the Department of Education.~~

~~The costs of handling and shipping should be allocated to surplus food commodities for the purpose of determining inventory values of surplus items for other than Food Services activity.~~

~~Inventory control should assure that information is available to personnel responsible for purchasing. This is done so orders for replenishing the supply of required items are placed promptly.~~

Food Service Operations/Cafeteria FundNON-INSTRUCTIONAL OPERATIONS~~Food Service Program: Responsibilities~~

~~Employees of the school cafeteria are subject to same regulations, which govern other classified employees.~~

~~The Director of Food Services is employed on a monthly basis and may be paid either from the general funds or the Food Service Fund.~~

~~The Director of Food Services shall be responsible to the Assistant Superintendent for Business Services and shall report and give updates on all changes in services and programs.~~

Site Administrator: Responsibilities and Duties

~~The site administrators shall be responsible for the conduct of pupils in the lunchroom, scheduling meal services so that they are available at the most advantageous times and necessary custodial services in the kitchen, serving and eating areas.~~

Food Service Operations/Cafeteria FundNON-INSTRUCTIONAL OPERATIONSFood Services Program: Facilities

~~Any school or community use of the school cafeteria facilities (kitchens and/or multi-purpose room) shall be approved following guidelines as set by policies under Facility Use Section 3515, business and non instructional operations—facility use.~~

~~The District procedure requires the school or community use of a kitchen and/or cafeteria facility to complete a Request to Use Public School Facilities Form (See Section 3515 for a copy of the form).~~

~~If use of a kitchen is requested, the Food Service Director has the authority to give final approval for use of kitchens. It is mandatory that a district food service employee be present. The school or community group will be billed for the total cost of the employee by the Food Service Department. The food service employee is there to see that the equipment is used properly and safely and that all utensils, etc., used are returned to their proper place. It is the responsibility of the user to have a cleanup committee to clean and wash tables, scrub pots and pans, wash trays and to leave the kitchen in the condition they found it. The food service employee may assist the clean up committee.~~

~~Breakage, damage or loss or equipment shall be paid by the organization using the Food Service facilities. Any such incident must be reported immediately to Food Services where cost shall be established and organization invoiced by the Food Services Department.~~

~~A custodian also is mandated for use of a kitchen facility to clean after use of the kitchen. The cost of a custodian is billed by the Facility Use Department. See Section 3515 for further information.~~

~~The cost for a food service worker during regular work hours will be charged at the cost of \$15.00 per hour. Time worked over an eight hour day or Saturday, Sunday or school holiday will be billed at \$45.00 minimum charge to cover two hours and \$22.50 for every hour over the two hours.~~

Food Service Operations/Cafeteria Fund

~~The number of different items and quantities stored may be great enough to require a continuous record of the inventory of food supplies. This is accomplished through an inventory software program.~~

~~Adequate, secure storage facilities should be provided to permit advantageous purchase in quantity and to protect supplies against theft.~~

FOOD STORAGE PROVISIONS

~~Storage of food and supplies shall be done so as to prevent waste, spoilage or pilferage. The issuance of food and supplies shall be restricted to purposes of the food services program and school organizations.~~

A. Purpose and Scope

Meals shall be sold to students, district employees, Board members, and individuals and organizations that are on campus during meal times for a legitimate purpose, such as classroom volunteers, parents/guardians, or student siblings.

B. General

With the exception of students who are eligible to receive meals at no cost, students or their parents/guardians may pay on a per-meal basis or may submit payments in advance. The Superintendent or designee shall maintain an account indicating payments received from each student or his/her parents/guardians for the purchase of school meals, and the expenditures charged for food items purchased.

These account balances shall be made available online to students and parents/guardians, or account balances may be obtained by contacting the Food Services Department.

C. Forms Used and Additional References

N/A

D. Procedure

All money received should be entered into the accounting program and a change fund should be established. The daily receipts should be deposited intact. Each site is issued starting cash to establish the change fund. At the end of the year, the starting cash is returned to the Food Service Office for deposit. Change should never be made by withholding a portion of the previous day's cash receipts.

California sales tax is applicable to all cafeteria adult sales and sales to pupils that are identified as the "Snack Tax" effective July 1991. It is suggested that

Food Service Operations/Cafeteria Fund

the gross daily sales, including sales tax collections, be credited to the appropriate income account in the Cash Receipts Journal. Sales tax will be identified as an accounts payable entry.

Claims for reimbursement are to be prepared from the daily records of meals served in accordance with instructions provided and within the required timelines.

Inventories

Separate inventories of cafeteria food and supplies are taken at the end of each month on inventory forms which provide information relating to description, quantity, cost per unit and total cost, date of inventory and signature of the person recording the inventory. Detailed inventory information is needed for financial accounting and for review by the Child Nutrition Division of the Department of Education.

Inventory control should assure that information is available to personnel responsible for purchasing. This is done so orders for replenishing the supply of required items are placed promptly.

The number of different items and quantities stored may be great enough to require a continuous record of the inventory of food supplies. This is accomplished through an inventory software program.

Adequate, secure storage facilities should be provided to permit advantageous purchase in quantity and to protect supplies against theft.

Food Storage Provisions

Storage of food and supplies shall be done so as to prevent waste, spoilage or pilferage. The issuance of food and supplies shall be restricted to purposes of the food services program and school organizations.

Charge Policy

For students in the Kindergarten through fifth grades, if the account balance is insufficient to cover the cost of a purchase, the student will be allowed to charge one lunch. After one charge the student will receive an alternate lunch, which consists of one twin-pack of crackers, one ounce of cheese, milk, and one piece of fruit or a vegetable choice. Breakfast cannot be charged and there is no alternate for breakfast.

Students in sixth grade through twelfth grades are not allowed to charge for food items. Students can "earn" a lunch by assisting in the meal service or

Food Service Operations/Cafeteria Fund

cleanup. Students assisting will receive the same meal that is being served on that day. The meal will be entered as an earned meal and their account will not be debited.

Students qualified and approved for reduced meal benefits that exceed the credit will be provided a lunch, in accordance with CDE Bulletin #USDA-SNP-01-2008 and Education Code 49550.

Cafeteria Fund

All proceeds from food sales and other services offered by the cafeteria shall be deposited in the cafeteria fund as provided by law. The income and expenditures of any cafeteria revolving account established by the Governing Board shall be recorded as income and expenditures of the cafeteria fund.

The cafeteria fund shall be used only for Board-authorized expenditures necessary for the operation of school cafeterias as defined in the California School Accounting Manual or appropriately reported to the California Department of Education. (Education Code 38091, 38101)

Any charges to, or transfers from, a food service program shall be dated and accompanied by a written explanation of expenditure's purpose and basis. (Education Code 38101)

Contracts with Outside Services/Providers

The term of any contract for management consulting services related to food services shall not exceed one year. Any renewal of the contract or further requests for proposals to provide such services shall be considered on a year-to-year basis. (Education Code 45103.5)

A contract for food service management consulting services shall not result in the supervision of food service classified staff by the management consultant, nor shall it result in the elimination of any food service classified staff or position or have any adverse effect on the wages, benefits, or other terms and conditions of employment of classified food service staff or positions. (Education Code 45103.5)

Health criteria established by the district for classified staff shall be applicable to all persons providing food service management consulting services. (Education Code 45103.5)

Site Administrator: Responsibilities and Duties

Food Service Operations/Cafeteria Fund

The site administrators shall be responsible for the conduct of pupils in the lunchroom, scheduling meal services so that they are available at the most advantageous times and necessary custodial services in the kitchen, serving and eating areas.

Board Acknowledged:

OTHER FOOD SALES**NON-INSTRUCTIONAL OPERATIONS****FOOD SERVICE PROGRAM: ~~FOOD SALES OTHER THAN NATIONAL SCHOOL LUNCH PROGRAM~~**

~~For all schools participating in the National School Lunch Program, categories of food minimal nutritional value per federal regulations (Title 7, Code of Federal Regulations, Sections 210.2, 210.15b, 220.2 and 220.12) cannot be sold from the beginning of the school day, (defined by the USDA as the time when students return to their classes as opposed to the time when the cafeteria stops selling lunches). In addition, food items offered for sale must be nutritious as defined by the Torres Legislation.~~

~~Competitive food sales in the elementary schools may not be conducted until after the last lunch period. There may be no more than one food item sold per sale and not more than four food sales per year. The food items may not be prepared on the premises and may not be an item sold in the food program that day. Items must be approved by the governing board.~~

~~Competitive food sales in the high school may not be conducted by more than one student organization each year. The organization must be approved by the board. The organization can sell no more than three types of food or beverage items, which cannot be prepared on the premises and may not be sold in the food service program that day. Other students organizations may conduct no more than four food sales of any food items as long as the items are not prepared on the premises and not sold in the food service program that day. Such sales must be held on the same four day for any or all organizations.~~

~~Legal Reference: — Education Code
39876 Availability of nutritious foods
48931 Authorization of sales of food by student organizations~~

~~California Administrative Code, Title 5
15500 Food sales in elementary schools
15501 Food sales in high school and junior high schools~~

Policy Adopted:

~~— HS Board: — 1-9-96
— EL Board: — 1-23-96~~

OTHER FOOD SALES

The Governing Board believes that sales of foods and beverages at school during the school day should be aligned with the district's goals to promote student wellness. Any food sales conducted outside the district's food service program shall meet nutritional standards specified in law, Board policy, and administrative regulation and shall not reduce student participation in the district's food service program.

The Board authorizes the Superintendent or designee to approve the sale of foods and beverages outside the district's food service program, including sales by student or school-connected organizations, sales through vending machines, and/or sales at secondary school student stores for fundraising purposes.

When vending machines are sponsored by the district or a student or adult organization, the Superintendent or designee shall determine how and where vending machines may be placed at school sites, district offices, or other school facilities.

Legal Reference:**EDUCATION CODE**

35182.5 Contracts, non-nutritious beverages

48931 Authorization and sale of food

49430-49436 Pupil Nutrition, Health, and Achievement Act of 2001

51520 School premises; prohibited solicitations

CODE OF REGULATIONS, TITLE 5

15500 Food sales in elementary schools

15501 Sales in high schools and junior high schools

HEALTH AND SAFETY CODE

113700-114437 California Retail Food Code

UNITED STATES CODE, TITLE 42

1751-1769h National School Lunch Act, including:

1751 Note Local wellness policy

1771-1791 Child nutrition, School Breakfast Program

OTHER FOOD SALES

CODE OF FEDERAL REGULATIONS, TITLE 7

210.1-210.31 National School Lunch Program

220.1-220.21 National School Breakfast Program

Management Resources:

CSBA PUBLICATIONS

Nutrition Standards for Schools: Implications for Student Wellness, Policy Brief, rev.

Monitoring for Success: Student Wellness Policy Implementation Monitoring Report and Guide, 2007

Student Wellness: A Healthy Food and Physical Activity Policy Resource Guide, rev. April 2006

CALIFORNIA DEPARTMENT OF EDUCATION MANAGEMENT BULLETINS

06-110 Restrictions on Food and Beverage Sales Outside of the School Meal Program, August 2006

FISCAL CRISIS AND MANAGEMENT ASSISTANCE TEAM PUBLICATIONS

Associated Student Body Accounting Manual and Desk Reference, 2002

NATIONAL ASSOCIATION OF STATE BOARDS OF EDUCATION PUBLICATIONS

Fit, Healthy and Ready to Learn, 2000

WEB SITES

CSBA: <http://www.csba.org>

**California Department of Education, Nutrition Services Division:
<http://www.cde.ca.gov/ls/nu>**

California Department of Public Health: <http://www.cdph.ca.gov>

California Healthy Kids Resource center: <http://www.californiahealthykids.org>

California Project LEAN (Leaders Encouraging Activity and Nutrition):

OTHER FOOD SALES

<http://www.californiaprojectlean.org>

Centers for Disease Control and Prevention: <http://www.cde.gov>

Fiscal Crisis and Management Assistance Team: <http://www.fcmat.org>

National Association of State Boards of Educations (NASBE): <http://www.nasbe.org>

**U.S. Dept. of Agriculture, Food and Nutrition Information Center:
<http://www.nal.usda.gov/fnic>**

(11/03 11/05) 11/07

Board Adopted:

Other Food Sales

~~FOOD AND BEVERAGE SALES ON SCHOOL CAMPUSES
SUMMARY OF THE STATE BOARD OF EDUCATION'S ADOPTION OF THE
CHILD NUTRITION ADVISORY COUNCIL'S RECOMMENDATIONS~~

~~The State Board of Education adopted the Child Nutrition Council's Report, "Food and Beverage Sales on School Campuses," as amended. The following is a summary of the recommendations contained in the Report, as amended.~~

~~1. Amendments to the State Education Code~~

- ~~a) Amend Section 48931 to address sales sponsored by adult organizations, so that any restrictions affecting student organizations would also apply to adult organizations.~~
- ~~b) Amend Section 39610 to require districts to provide an adequate area for all students to eat their lunches, not just those bringing their lunches.~~

~~2. Subsequent Amendments to California Administrative Code, Title 5 Regulations
Pursuant to legislative amendments described above, amend state regulations
(California Administrative Code, Title 5, Division 15, Chapter 1, Article 1):~~

- ~~a) Amend Section 15500 (Food Sales in Elementary Schools)~~
 - ~~1. The food item sold would have to be "nutritious" as defined by Ed code 39876, but would no longer have to be a "dessert-type food".~~
 - ~~2. The same restrictions that currently apply to student organizations would apply to adult organizations.~~
 - ~~3. No other changes recommended regarding types of foods sold or frequency and timing of sales.~~
- ~~b) Amend Section 15501 (Sales in High Schools and Junior High Schools)~~
 - ~~1. The same restrictions that apply to student organizations would apply to adult organizations.~~
 - ~~2. No student or adult organization would be allowed to sell food until after the end of the last lunch period.~~
 - ~~3. No other changes recommended regarding types of foods sold or frequency and times of sales.~~

Other Food Sales

A. Purpose and Scope

Any food sales conducted outside the district's food service program shall meet nutritional standards specified in law, Board policy, and administrative regulation and shall not reduce student participation in the district's food service program.

B. General

Food and beverage sales outside the district's food service program shall comply with applicable nutritional standards specified in Education Code 4931, 49431.2, 49431.5, and 49431.7.

C. Forms Used and Additional References

N/A

D. Procedure

At an elementary school, the sale of foods or beverages that do not comply with the standards in Education Code 49431 and 49431.5 may be permitted, as part of a fundraising event, only when the items are sold by students of the school and the sale meets either of the following conditions: (Education Code 49431, 49431.5)

1. It takes place off and away from school premises.
2. It takes place at least one-half hour after the end of the school day.

At a middle, junior high, or high school, the sale of food items that do not comply with the standards in Education Code 49431.2 may be permitted in any of the following circumstances: (Education Code 49431.2)

1. The sale takes place off and away from school premises.
2. The sale takes place on school premises at least one-half hour after the end of the school day.
3. The sale occurs during a school-sponsored student activity after the end of the school day.

Beverage sales that do not comply with the standards in Education Code 49431.5 may be permitted at a middle or junior high school as part of a school event under either of the following circumstances: (Education Code 49431.5)

1. The sale occurs during a school-sponsored event and takes place at the location of the event at least one-half hour after the end of the school day.
2. Vending machines, student stores, and cafeterias are used later than one-half hour after the end of the school day.

Other Food Sales**Additional Requirements for Schools Participating in the National School Lunch or Breakfast Program**

The sale of foods outside of the district's food service program during meal periods in food service areas shall be allowed only if all income from the sale, including the sale of approved foods or drinks from vending machines, accrues to the benefit of the school, the school food service program, or the student organization(s) sponsoring the sale. (7 CFR 210.11, 220.12)

No foods of minimal nutritional value, as listed in 7 CFR 210, Appendix B, and 7 CFR 220, Appendix B, shall be sold in food service areas during breakfast and lunch periods. (7 CFR 210.11, 220.12)

In a school with any of grades K-8 that is participating in the National School Lunch and/or Breakfast Program, the Superintendent or designee shall not permit the sale of foods by a student organization except when all of the following conditions are met: (5 CCR 15500)

1. The student organization shall sell only one food item per sale.
2. The specific nutritious food item is approved by the Superintendent or designee.
3. The sale does not begin until after the close of the regularly scheduled midday food service period.
4. The sale during the regular school day is not of food items prepared on the premises.
5. There are no more than four such sales per year per school.
6. The food sold is a dessert-type food, such as pastry, ice cream, or fruit.
7. The food sold is not one sold in the district's food service program at that school during that school day.

In junior high and high schools, a student organization may be approved to sell food items during or after the school day if all of the following conditions are met: (5 CCR 15501)

1. Only one student organization conducts a food sale on a given school day and the organization sells no more than three types of food or beverage items, except that up to four days during the school year may be designated on which any number of organizations may conduct the sale of any food items.
2. The specific nutritious food items are approved by the Superintendent or designee.

Other Food Sales

- 3. Food items sold during the regular school day are not prepared on the premises.**
- 4. The food items sold are not those sold in the district's food service program at that school during that school day.**

(11/03 11/05) 11/07

Board Acknowledged:



BUSINESS SERVICES MEMORANDUM

To: James Franco, Superintendent
From: C. Goodall, Assistant Superintendent for Business
Date: July 9, 2008
SUBJECT: Authorize the Associate Superintendent for Business Services to Enter Into an Agreement with UMS Banking To Allow Online Payment for Transportation Fees

Background: Board Policy and Administrative Regulation 3250 stipulates that home to school bus riders pay a fee for services. These fees are generally paid by cash or check, which sometimes creates a burden on the payer. Some parents have asked that the District offer the option to pay by credit card.

Rationale: During the 2007-08 school year, the Food Services Department entered into an agreement with MyLunchMoney.com, in partnership with School Link Technologies, Inc. and Omaha Merchant Processing Inc. However, the Transportation Department can not use the services of the current system because the agreement requires that each payer set-up an individual account, which is not practical for a one-time transaction each year.

UMS Banking offers a service which would allow the Transportation Department to offer credit and debit card payments without requiring parents to create an individual account. The system will accept payment from Visa or MasterCard.

Funding: Each customer choosing to use the card payment system will be charged a transaction fee by their credit/debit card provider.

Recommendation: Authorize the Associate Superintendent for Business Services to Enter Into an Agreement with UMS Banking To Allow Online Payment for Transportation Fees



BUSINESS SERVICES MEMORANDUM

To: James Franco, Superintendent
From: C. Goodall, Associate Superintendent for Business
Date: July 24, 2008
SUBJECT: Ratify the Purchase of Two (2) School Busses & Authorize the Director of Transportation to Bid and Award the Purchase of Two (2) additional School Busses to Accommodate Additional Special Education Curb-To-Curb Bus Riders for the 2008-09 School Year

Background: Curb-To-Curb ridership in the Tracy Unified School District has grown since the end of the 2007-08 school year. In addition, the physical addresses of the projected riders is increasingly at the far corners of our district, or remote from the urban center. Also, several students have schedules which do not start or end at traditional times of the day, requiring special routes for few students.

Rationale: To ensure the Transportation has adequate busses to accommodate the additional special education students, four additional small busses are required. The purchase will be made on a piggy-backable bid. Two busses were available on July 24th, which were ordered for arrival prior to the start of school.

An additional two busses will become available after the traditional school year begins. These busses will be ordered after board approval.

Funding: The total cost of each bus will not exceed \$70,000. The cost of four busses is approximately \$280,000. The additional cost for fuel and maintenance for each bus is estimated at \$15,000 per year, for a total increased cost of \$60,000. The funds will be expended from the undesignated ending balance of the general fund.

Staffing needs to operate the busses are being assessed and will be addressed as a separate item.

Recommendation: Ratify the Purchase of Two (2) School Busses & Authorize the Director of Transportation to Bid and Award the Purchase of Two (2) additional School Busses to Accommodate Additional Special Education Curb-To-Curb Bus Riders for the 2008-09 School Year

Prepared by: John Heerema, Director of Transportation & Casey Goodall, Associate Superintendent for Business Services



BUSINESS SERVICES MEMORANDUM

To: James C. Franco, Superintendent
From: C. Goodall, Assistant Superintendent for Business
Date: July 25, 2008
Subject: Adopt Resolution No. 08-02 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 May 27, 2008. 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 May 28, 2008 and closed on August 12, 2008.

RATIONALE: The School Facilities Needs Analysis (SFNA) was presented to the Board at the May 28, 2008 board meeting and evidenced by the SFNA dated May 27, 2008. 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 \$6.72 per square foot of residential construction.

Level III fees of \$13.44 per square foot of residential construction.

Residential units in the K-8 feeder Districts:

Level II fees will be \$2.51 per square foot of residential construction.

Level III fees will be \$5.02 per square foot of residential construction.

FUNDING: No funding implications

RECOMMENDATIONS: Adopt Resolution No. 08-02 Adopting the School Facilities Needs Analysis and Establishing School Facilities fees.

Prepared by: Denise Wakefield, Director of Facilities



RESOLUTION NO. 08-02

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 May 27, 2008 (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 May 27, 2008, 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 May 28, 2008, 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 May 21, 2008, 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 21% of its bonding capacity.
- (C) The Tracy Unified School District has more than 38% 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 May 27, 2008 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 May 27, 2008 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:

- \$ 6.72 per square foot of residential construction in the Kindergarten –Grade12 attendance area
- \$ 2.51 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;

- \$ 13.44 per square foot of residential construction in the Kindergarten – Grade 12 attendance area.
- \$ 5.02 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 August, 2008, 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, Associate Superintendent for Business
DATE: June 16, 2008
SUBJECT: Approve and Appoint Applicant for Alternate Position 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 are appointed to the Oversight Committee for two year terms, 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. In addition, up to 4 alternates may serve as non-voting members of the committee.

On June 24, 2008, the TUSD Board of Education approved the appointment of 2008/09 oversight committee members; however, two vacant Alternate (Non-Voting Member) positions remained unfilled at that time. An application for appointment to the committee has been received. It is recommended that the Board appoint Christina Frankel to a one year alternate position.

FUNDING: No funding implications.

RECOMMENDATION: Approve and Appoint Applicant for Alternate Position on the Bond Oversight Committee

Prepared by: Bonny Carter, Facilities Planner



TRACY
UNIFIED SCHOOL DISTRICT

BUSINESS SERVICES MEMORANDUM

TO: Jim Franco, Superintendent
FROM: Casey Goodall, Associate Superintendent for Business Services
DATE: July 18, 2008
SUBJECT: Authorize the Associate Superintendent for Business Services to Enter Into an Agreement with School Site Solutions, Inc. to Develop a Report on the Impacts the Proposed Lammersville School District School District Unification Will Have on the Respective Districts

BACKGROUND: On June 24, 2008, Mr. Art Thayer presented a study to the Board regarding the possible unification of that Lammersville School District area as a K-12 Unified School District. The Board directed District staff to develop a plan to comprehensively review the report and the potential impacts unification might have on Tracy Unified School District .

RATIONALE: Jim Bush is the former Assistant Director of the California Department of Education School Facilities Planning Division and an expert on school district reorganization. He has formed a consulting group called School Site Solutions, Inc.

District staff interviewed Mr. Bush on July 21, 2008 and is recommending his team of experts be hired to complete a thorough review of the proposed unification.

FUNDING: The review is not to exceed \$15,000, which will be paid from Mountain House Developer Fees. 3% of annual developer fee revenues can be spent on administrative expenditures.

RECOMMENDATION: Authorize the Associate Superintendent for Business Services to Enter Into an Agreement with School Site Solutions, Inc. to Develop a Report on the Impacts the Lammersville School District School District Unification Will Have On the Respective Districts

Prepared by: Casey Goodall – Associate Superintendent for Business Services



SSS

School Site Solutions, Inc.

K-12 School Site and Facilities Specialists

July 8, 2008

Denise Wakefield
Director of Facilities
Tracy Joint Unified School District
1975 West Lowell Avenue
Tracy, CA 95376-2238

Dear Denise,

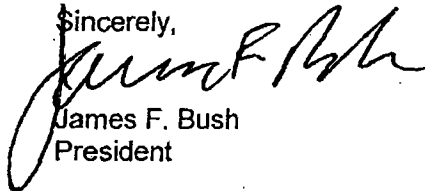
Thank you for allowing School Site Solutions, Inc. to provide the attached proposal to assist the Tracy Joint Unified School District in evaluating unification issues. I am proposing to partner with Mr. Joel Kirschenstein of Sage Institute Inc. who has extensive experience with these types of unification issues. I have provided his company statement of qualifications and fee schedule as well as my company's brochure and fee schedule.

In addition to my work as President of School Site Solutions, Inc. in assisting districts with school facility issues, I held the position of Director of Facility Planning for Placer County Office of Education (1991 – 1998) and was the Assistant Director of the California Department of Education School Facilities Planning Division (1998 – 2003). While at the Placer County Office of Education, I was responsible for the County Committee on School District Organization which oversaw school district boundary changes and unifications.

The proposed contract for services would provide an initial review of unification issues that may impact the Tracy Joint Unified School District which relates to the proposed Lammersville Elementary School Districts Unification Plan. We will provide the District with an independent review of the possible impacts on your District related to this unification proposal. If detail studies and meetings between the districts, County Office of Education and the California Department of Education are needed after the initial report is filed, another contract may be necessary.

Thank you very much for considering my company to provide the Tracy Joint Unified School District with these services. Please feel free to contact me should you have any questions.

Sincerely,



James F. Bush
President



School Site Solutions, Inc.

K-12 School Site and Facilities Specialists

Consultant Agreement

This contract is made by and between SCHOOL SITE SOLUTIONS, Inc. and the Tracy Joint Unified School District ("District"). SCHOOL SITE SOLUTIONS, Inc. will provide facility planning services related to proposed unification as described below. In consideration of the services provided, the District will pay to SCHOOL SITE SOLUTIONS, Inc. a not to exceed amount of \$15,000 plus actual out of pocket expenses (such as mileage/travel, office expenses, etc.). For travel time, the District will pay to SCHOOL SITE SOLUTIONS, Inc. a minimum per diem of four (4) hours per trip. The District will be billed monthly for fees and expenses.

SCHOOL SITE SOLUTIONS, Inc. will provide the District with the following services:

- Evaluate unification issues related to the District
- Evaluate and review the proposed Lammersville Elementary School District Unification Plan
- Review State criteria for unification and advise the District on the specific studies that may be necessary
- Provide the District with an independent report on the best course of action to pursue unification

The District will be responsible for providing project information in a timely manner, verifying all data prepared by SCHOOL SITE SOLUTIONS, Inc. and shall be responsible for consulting with legal counsel related to the preparation of document forms and reports.

Changes to the State facilities program and additional requirements by the regulatory agencies and duties requested outside the scope of this contract may impact the provisions of this proposal.

Either party within 30 days notice may terminate this contract. In the case of termination, the District will be entitled to completion of all work in progress at its option, and SCHOOL SITE SOLUTIONS, Inc. will be entitled to payment in full of all expenses and fees incurred. If the terms of this agreement meet with your approval, please indicate same below by your signature and return a copy for my files. The expenses incurred by District as a result of entering into this contract agreement are fully reimbursable under the State building program.

AGREED: SCHOOL SITE SOLUTIONS
James F. Bush, President

Date _____

Tracy Joint Unified School District
Authorized Signature, Title

Date _____

428 J Street, Suite 370 / Sacramento, CA 95814

www.schoolsitesolutions.com

916.930.0736 · 916.930.0788 fax

Past and Current School District Client List

Alameda Unified	Los Angeles COE
Alisal Union Elementary	Los Angeles Unified
Anaheim City	Lucia Mar Unified
Antioch Unified	Marysville Joint Unified
Armona Union Elementary	McSwain Union Elementary
Aspire Public Schools	Meadows Union
Atwater Elementary	Merced COE
Belmont-Redwood Shores	Middletown Unified
Brentwood Union	Mission Union
Burton	Montebello Unified
Butte COE	Murrieta Valley Unified
Byron Union	Newcastle Elementary
Calaveras COE	North Monterey County Unified
Calexico Unified	North Sacramento Elementary
Central	Norwalk-La Mirada Unified
Charter Oak Unified	Oakdale Joint Unified
Chime (Charter)	Oakland School of the Arts
Colusa COE	Oakley Union Elementary
Corcoran Joint Unified	Orcutt Union
Cutler-Orosi Joint Unified	Palo Verde Unified
El Centro Elementary	Pittsburg Unified
Elk Grove Unified	Pixley Union
Elverta Joint	Placer Hills
Evergreen Elementary	Placer SELPA
Fontana Unified	Placer Union High
Franklin-McKinley	River Delta Unified
Fresno Unified	Riverbank Unified
Gilroy Unified	Riverside COE
Gonzales Unified	Roberts Ferry Union Elementary
Grant Joint Union High	Rockford Elementary
Gratton Elementary	Roseville Joint Union High
Green Dot Public Schools	Ross Elementary
Greenfield Union	Salida Union
Hayward Unified	San Leandro Unified
Heber Elementary	San Diego COE
Hughson Unified	San Jose Unified
Humboldt COE	Santa Cruz COE
Imperial COE	Santa Rita Union
Jurupa Unified	San Marcos Unified
Knighten	Sequoia Union High
Lake Elsinore Unified	Shiloh Elementary
Lake Tahoe Unified	Sierra Community College
Lassen Union High	Soulsbyville Elementary
Liberty Union High	Stanislaus COE
Lindsay Unified	Today's Fresh Start Charter
Livermore Valley Joint Unified	Washington Unified
Lompoc Unified	West Contra Costa Unified
Long Beach Unified	Woodland Joint Unified

SSS Team

James F. Bush, President

C. John Dominguez, Vice President

Michelle Collins, Sr. Project Manager

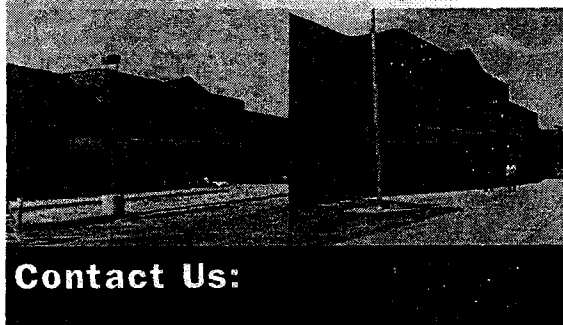
Lesley Taylor, Project Manager

David A. Doomey, Sr. Project Consultant

John Palmer, Consultant

Diane Davis, Accounts Payable/Receivable

Emily Turney, Office Manager



Contact Us:

Address:

428 J Street, Suite 370

Sacramento, CA 95814

Phone: 916.930.0736

Fax: 916.930.0788

Web: www.schoolsitesolutions.com

School Site Solutions, Inc.



K-12 School Site and
Facilities Specialists



Solving your school
site facility and
planning needs

916.930.0736

Founded in 2003, by **James F. Bush**, the former Assistant Director of the California Department of Education's (CDE) School Facilities Planning Division, and **C. John Dominguez**, former CDE Facilities Field Consultant and teacher.

School Site Solutions, Inc. is a school facilities consulting firm specializing in providing personalized and expert advice in the identification, approval and acquisition of new K-12 school sites. We have steadily expanded our services to include educational and facility master planning, educational specifications and school closures. Our broad-based knowledge, teamwork and overall dedication to serving the needs of our clients and the State's school children have earned us the respect of the industry. We pride ourselves in providing services, solving difficult and time sensitive problems and accomplishing the goals of the client. We are a full service firm with the talent and knowledge to provide our clients with premium service.



School Site Solutions, Inc.

Expertise

Site Acquisition

Site Acquisition Oversight

- Potential Site Identification
- Alternative Sites Analysis
- Coordinate Property Appraisals
- Assist in Purchase Negotiations

CDE Contingent and Final Site Approvals

- Coordinate CDE Field Site Review (4.0) and CDE Forms 4.02 and 4.03
- Review and Provide Recommendations on health and safety studies
- Department of Transportation, Division of Aeronautics Reviews
- Policy Advocacy

CDE Plan Approval

- Plan Review for Title 5 Compliance
- SFPD Forms 4.07 and 4.08
- Self-Certification Process

Department of Toxic Substances Control (DTSC) Site Clearance

- Environmental Oversight Program Application
- Phase 1, PEA, RAW and Removal Action Oversight
- DTSC and EPA Grant Procurement
- Coordinate Scoping Meetings
- Public Notices and Public Hearings

Facilities Planning

Master and Community Planning

- OPSC Applications and Eligibility Assistance
- 5-Year Master Plans
- Dwelling Unit Analysis
- Site Designation in Specific Plans and Community Plans
- Coordination with City and County Planning Departments
- Developer Fees

School Site Closures

- Board Approval and Education Code Process
- 7-11 Committee Process Review and Facilitation
- Alternate Site Analysis

Contact Us:

Address:

428 J Street, Suite 370
Sacramento, CA 95814

Phone: 916.930.0736

Fax: 916.930.0788

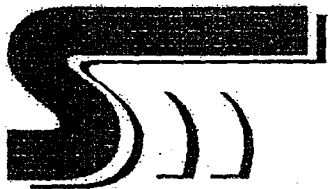
Web: www.schoolsitesolutions.com

**SSS****School Site Solutions, Inc.***K-12 School Site and Facilities Specialists*

**SCHOOL SITE SOLUTIONS, INC.
FEE SCHEDULE**

Principal	\$145.00
Jim Bush	
John Dominguez	
Senior Project Manager	\$135.00
Michelle Collins	
Project Manager	\$115.00
Lesley Taylor	
Project Assistant	\$65.00
Emily Turney	

428 J Street, Suite 370 / Sacramento, CA 95814
www.schoolsitesolutions.com
916.930.0736 · 916.930.0788 fax



Sage Institute Inc.

2801 TOWNSGATE ROAD, SUITE 213
WESTLAKE VILLAGE, CA 91361
805.497.8557
FAX 805.496.4939
sage@sageii.com
www.sageii.com

Sage Institute Inc. Hourly Rate
As of January 1st 2008

SII Employee Class	Rate/hour
President.....	\$190.00
Principal.....	\$145.00
Senior Associate	\$125.00
Associate	\$85.00
Administrative Assistance...	\$75.00

SAGE INSTITUTE INC.

Founded in 1979

Consulting Services:

**Public Policy
Environmental / Biological
GIS Mapping
Asset Management
Master Planning
Facilities Finance
CEQA Compliance
Reorganization Studies
Expert Witness Services**



Sage Institute Inc.

2801 Townsgate Rd. Ste #213 • Westlake Village, CA 91361
(805) 497-8557; sage@sageii.com

OVERVIEW

SAGE INSTITUTE INC. (SII) was incorporated to provide consulting services in the areas of master planning, asset management, public policy negotiations, real property entitlements, land development, Community and City planning, school district reorganizations, educational master planning, surplus property utilization and related work efforts on a statewide basis.

From its inception, SII has maintained a large portfolio of clients from both the public and private sector. The following accomplishments are typical of the reasons why *SII* clients continue to maintain an ongoing relationship with our firm:

- Successful master planning, strategic planning, reorganization analysis, development of financial strategies, project forecasting and implementation and environmental strategies
- Negotiation of innovative joint occupancy asset management agreements, owner participation agreements, plus disposition and development agreements for public and private sector clients
- Pioneering the effective application of Mello-Roos, tax-exempt bond and other special assessment districts and General Obligation Bonds as financing mechanisms to mitigate demands on public infrastructure
- Successful representation before the state legislature, other state agencies and various local governmental agencies
- Establishing responsive working relationships with various public agencies, such as, Redevelopment Agencies, the State Allocation Board, State Department of Education, statewide County and City Planning Departments including County Counsels, the California Coastal Commission, Santa Monica Mountains Conservancy, and other regional and local agencies throughout California.

Properties represented by SII have been effectively developed and/or utilized for residential subdivisions; research and development facilities; hotels; commercial, office and retail establishments; public and/or private sector projects; including educational uses; all of which have resulted in significant income generation for both owners and users.

SERVICES TO THE PUBLIC AND PRIVATE SECTORS

- Comprehensive master planning of communities, focusing on all aspects of project phasing and development, including market and demographic analyses, assessment of schools and public facility needs projection and implementation
- Project feasibility and long term financial performance evaluation
- Property subdivision, entitlements regulatory permit processing and public agency negotiations
- Formulation of Mello-Roos, special assessment districts and/or tax-exempt bond issues, such as financing mechanisms for eligible public improvements and private developments
- Redevelopment agency project planning, financing and participation
- Environmental policy review and California Environmental Quality Act (CEQA) review and compliance

EXPERIENCE AND REFERENCES

PARTIAL LIST

PUBLIC SECTOR PLANNING (PARTIAL LIST)

Dry Creek Joint Elementary School District

Preparation of Comprehensive Facilities Master Plan

Site Review and Acquisition of New School Sites and Design Criteria

Environmental Studies

CEQA Review and Compliance

Comprehensive Finance Plan

Negotiations with Developers, Local Government Agencies and County Government Agencies involving Schools, Parks, And Public Facilities Mitigation and Financing

Mitigation Reports and Findings

Expert Witness

Contingency Planning - New Facilities

Administration Reorganization and Policy Planning

State Funding Applications and representation with CDE, OPSC and SAB

Bond Oversight

Joint Use Agreements

Ventura Unified School District

Master Planning and Financial Planning

Inglewood Unified School District

Facilities Master Planning and Policy Planning

Facilities Finance Planning

Contingency Planning

CEQA Review and Compliance

PUBLIC SECTOR PLANNING (CONTINUED)

Developer Negotiations

District-Wide Reconfiguration Plan

Equal Education Opportunity Analysis

Bond Oversight

RDA Negotiations

LAX Sound Mitigation and EIR Negotiations

State Funding Applications with CDE, OPSC and SAB

Reconfiguration

Conejo Valley Unified School District

Facilities Master Planning

Facilities Finance Planning

Mitigation Report and Findings

Los Angeles Community College District

District-Wide Strategic Planning

Comprehensive Master Plan for each Community College and District Office

Administrative and Organization Analysis

- **Los Angeles Harbor Community College**
- **Los Angeles Pierce Community College**
- **Los Angeles Mission Community College**
- **Los Angeles Trade-Technical Community College**
- **Los Angeles Valley Community College**
- **Los Angeles City Community College**
- **Los Angeles Southwest Community College**
- **West Los Angeles Community College**
- **East Los Angeles Community College**

PUBLIC SECTOR PLANNING (CONTINUED)

Moorpark Unified School District

Developer Negotiations

Master Planning for New Facilities

CEQA Review

Santa Monica Malibu Unified School District

Master Planning and Reconfiguration

Relocation, Funding, Consolidation and Construction of District Facilities

Newman Crows Landing Unified School District

Master Planning and Financial Planning

Site Analysis and Site Acquisition

CEQA Review and Compliance

Funding for Toxic Remediation

Modernization Developer Negotiations

State Funding Applications and Representation with CDE, OPSC and SAB

Construction Contract and Analysis and Coordination

Waterford Unified School District

Master Planning

District Reorganization

State Funding Applications and representation with CDE, OPSC and SAB

CEQA Review and Compliance

Redraft Administrative Policy and Procedures

PUBLIC SECTOR PLANNING (CONTINUED)

Rio Linda Union School District

Master Planning and Financial Planning

Site Analysis

Modernization

Developer Negotiations

State Funding Applications and Representation with CDE, OPSC and SAB

Santa Barbara Elementary and Santa Barbara High School District

Comprehensive Facilities Finance Master Plan

Attendance Boundary Analysis

Sierra Community College District

Demographic Report and Analysis

Future Student Enrollment Projections

Baldwin Company

Public Facilities Impact Analysis

School District Agreement Terms and Conditions

Braemar Homes

Infrastructure Fee Negotiations

School Mitigation Analysis

Entitlements

Public Land Development Analysis

PRIVATE SECTOR (CONTINUED)

Chevron Oil Company - Land Division

Public Land Use Planning

Developer Fee Negotiations

Site Analysis

Courtly Homes

Public Facilities Planning

Site Analysis and Entitlements

Elliott Homes

**Co-Venture with School/Park Districts for the Establishment of a Mello-Roos
Public Facilities District, School site and Funding and Financing**

Griffin Homes

Public Facilities Planning

School/Park Site Criteria and Fee Negotiation

Highlands/Golden City

**Project Director Annexations, Mitigation Agreements, Entitlement, Assessment Districts,
Sale and Purchase Agreements**

Special District

Mobil Land Development, East Highlands Ranch Inc.

Public Facilities Master Planning

Expert Witness (school fees and site requirements)

Kahn/Golden City

Project entitlements, LAFCO annexation, Specific Plan Amendment, Developer Agreements, Fire Mitigation Agreement, Project Team Coordination.

Prudential / North Ranch

Revised North Ranch Specific Plan
Negotiations for all Public Land and Fee Exaction's

Paradise Valley Specific Plan

Public Policy Consultant Project Planning, Entitlement, Mitigation Agreements, Assessment Districts

Special District

Newport Corridor Community Facilities District, Riverside County

Clients Include:

- Huntington Beach Company / Pacific Coast Homes
- Watt Homes / Klein Financial
- Ahmanson Development / McKellar Communities
- Public Facilities, and Mitigation and Negotiations with Local Government Agencies and School Districts for a 5,000+ Master Planned Community including the Formation of Mello Roos Facilities District
- Determination of State and Local Financial Entitlements

Tejon Ranch Specific Plan

- Assisting with Analysis and School Mitigation Fee Requirements
- Assisting with Determination of School Site Requirements K-12

EMPLOYER – EMPLOYEE RELATIONS

- Negotiated Unification Contracts
- Negotiated Reorganization Contracts
- Special Consultant to Attorney Larry B. Labovitz re: Employer, Employee Relations
- Represented California Teachers Association

PUBLICATIONS

Article; co-authored with Dr. Glen Ovard and Dr. Kelvin Lee. "School District Planning"
National School Boards Journal

Article; "California School Board Association" (Asset Management)

Book; The Impact of Collective Bargaining, Decision Making Conflict Resolution and Power

CIVIC PLANNING

- City of Corona, Mitigation Fee Analysis
- City of Murrieta, Fire Department Mitigation Agreements
- City of Pico Rivera, Civic Center, Feasibility Analysis
- City of Orange, Mitigation Fee Analysis

EXPERT WITNESS SERVICES

Public Policy Planning and Organizational Practices; Administrative Policy and Procedure; Mitigation Fees; Administrative Responsibilities regarding School District personal injury cases.

Vita including cases testified upon request.

UNIFICATION / REORGANIZATION PETITION (PARTIAL LIST)

Twin Rivers Unified School District (4 Feeder Districts)

Conejo Valley Unified School District / Oxnard High School District Reorganization

Lucerne Valley Unified School District Reorganization and High School Component Plan

Val Verde Unified School District

Santa Barbara High School District (5 Feeder Districts)

Grant Joint Union High School District (5 Feeder Districts)

Oakdale Joint Union High School District (5 Feeder Districts)

Waterford Union School District

Lakewood, Signal Hill Areas of Long Beach Unified School District

Mission San Jose

Sierra Unified School District (Lapsation)

River Delta Joint Unified School District

Member Special Subcommittees State Allocation Board / Implementation Committee regarding State Policies on Eligibility for District Reorganization and other policy issues

Los Angeles Unified School District Reorganization Guest Speaker for Los Angeles Chamber of Commerce Government Affairs Committee

Testified before State Board of Education re: Reorganization Policies and Procedures

SAGE INSTITUTE INCORPORATED STAFF

DR. JOEL KIRSCHENSTEIN, President, Support and Project Manager

Dr. Kirschenstein is responsible for project management and operation of the firm. Dr. Kirschenstein has established expertise in school district organization studies, public policy planning, master planning and financial structuring, and is proficient in transaction negotiations with school district, developers, investors, lenders, and public agencies. He holds both a Bachelor of Arts and a Masters Degree in Political Science, and a Doctorate in Administration and Finance Planning.

Dr. Kirschenstein is a former public school educator and administrator, who has had significant experience in both preparing studies and implementing school district reorganizations, including the approved reorganization of the Oakdale High School District, Kings River/Dinuba analysis, Val Verde Reorganization, Lakeside Reorganization Petition, and was recently retained by the William S. Hart High School District to study pending unification proposals and petitions.

In addition, Dr. Kirschenstein has worked in the development of public/private joint ventures and has personally been responsible for the alternative use or disposition of over \$300 million in public/private sector transactions related to comprehensive school planning endeavors. Dr. Joel Kirschenstein has been requested from time to time to prepare legislative drafts, as well as assist with the drafting of OPSC and SAB rules and regulations.

He is responsible for analyzing the impact of reorganization criteria upon available resources and assessing property utilization options in order to maximize school district resources for educational facilities and programs. Dr. Kirschenstein attends all essential meetings and presentations, and is available at all times for consultation with the affected school district.

MS. JENNIFER VAIL, Technical Support

Ms. Vail is responsible for working with public sector clients, school district, planning and redevelopment agencies, related government agencies and other project consultants.

She has considerable experience in the research and analysis of planning, demographics and technical data, the formulation of project implementation procedures and schedules, and the planning and development of public sector projects. Jennifer is responsible for information management, data analysis modeling, documentation formatting, special computer programming and database structure for school district reorganizations.

Ms. Vail reviews CDE and OPSC rules and regulations regularly and attends CDE and OPSC workshops.

MR. JASON KIRSCHENSTEIN, Principal

Mr. Kirschenstein serves as the Principal Biologist for Sage Institute, Inc. (SII). Mr. Kirschenstein is highly trained and experienced in regulatory permitting/consultations, environmental impact analysis, general and special-status wildlife and vegetation surveys, mitigation planning, and Geographic Information System (GIS) applications. Mr. Kirschenstein is also well versed in the planning process, and has successfully performed as an integral member of planning and design teams where he has provided biological and regulatory compliance insight for local agencies, utility companies and private development projects. Mr. Kirschenstein holds a degree in Wildlife Biology, Forestry, and Natural Resource Management.

STAFF (CONTINUED)

MS. NANCY REYNARD Administrative Assistant

Ms. Reynard handles reviews, completion and filing of environmental documentation for the CEQA process including review s of Phase I and Geotechnical reports and the filing of Negative Declarations. In addition, Ms. Reynard handles office and staff support services and client relations. She is responsible for compiling data and dispensing reports, data input and formatting, and the preparation of draft reports, final proposals and related documents. Ms. Reynard also handles analytical research and reports.

ASSOCIATE CONSULTANTS

Dr. Kelvin Lee
Former Superintendent Dry Creek Elementary School District
Former President of CASH
(916-217-1131)

Dr. Jacqueline Brownlee
Former California Department of Education Program Staff
(916-230-5761)

REFERENCES

(Additional references available upon request)

Dr. Kelvin Lee,
School District Consultant
(916) 217-1131

Dr. Pamela Short-Powell, Superintendent
Inglewood Unified School District
(310) 419-2705

Mr. Jim Bush
School Site Solutions, Incorporated
(916) 322-1461

Charles Cohen, Esq.
Weston, Benshoof, Rochefort, Rubalacava, and MacCuish LLP
(805) 230-2301

Mr. Joseph Richards, Assistant Superintendent
Ventura Unified School District
(805) 652-7258

Mr. Sandy Smith, Former Mayor for City of Ventura
Attorney, Weston Benshoof
(805) 230-2303

Mr. Frank Porter, Superintendent
Twin Rivers Unified School District
(916) 566-1786

DRAFT



BUSINESS SERVICES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: *CG* Dr. Casey Goodall, Assoc. Supt. for Business Services
DATE: July 21, 2008
SUBJECT: Approve State Teachers Retirement System (STRS) Exemption Request for Retired Associate Superintendent for Human Resources, Mr. Ray Strong

BACKGROUND: The former Assistant Superintendent for Human Resources, James Mousalimas, accepted a position with the San Joaquin County Office of Education with an effective starting date of July 1, 2008. The District advertised for this position in Ed Cal, Ed Join, local newspapers, and on the TUSD website between April 14, 2008 and May 30, 2008. The District conducted first round interviews with nine (9) potential candidates on June 16, 2008. Out of the nine candidates interviewed, four (4) were selected to participate in second round interviews on July 20, 2008. Unfortunately, none of the four (4) second round interviewees were selected to recommend to the Board of Trustees to hire. Therefore, the position was reposted immediately with a closing date of August 11, 2008. In addition to re-advertising the position in Ed Cal, Ed Join, local newspapers, and on the TUSD website, the District expanded its advertising to include "Monster.Com" and Society for Human Resource Management, "SHRM.Org." While the District continues to search for a qualified Assistant Superintendent for Human Resources, an interim Assistant Superintendent with experience and familiarity with TUSD is needed.

RATIONALE: Mr. Ray Strong was the Associate Superintendent for Human Resources for Tracy Unified from 1993 until his retirement in 2005. Since his retirement, Mr. Strong has assisted the District with various Human Resources related issues. His combination of expertise in Human Resources and familiarity with Tracy Unified is unique and would enable him to effectively fill the interim position while the District conducts a search for a permanent replacement. Mr. Strong would also be available to mentor and train the new Assistant Superintendent.

As a STRS retiree, Mr. Strong is limited to an annual STRS-related income of \$29,700. The attached form, "SR 0175 Exemption Certification Instructions for Emergency Employment of Retired Member" requests a waiver to the STRS retiree income cap. A waiver would allow Mr. Strong to work as the interim Assistant Superintendent for Human Resources until a qualified replacement is hired.

FUNDING: None.

RECOMMENDATION: Approve State Teachers Retirement System (STRS) Exemption Request for Retired Associate Superintendent for Human Resources, Mr. Ray Strong

Prepared by: Dr. Casey Goodall, Associate Superintendent of Business Services.

Exemption Certification for
Emergency Employment of Retired Member SR 0165 – PART I (Rev. 7/06)

For STRS Use Only

Approved		Disapproved	
1. Name of Retired Member (Please print) Ray M. Strong		9. Effective Date of Emergency Employment July 1, 2008	
2. Did member retire with the following: Golden Handshake Yes <input type="checkbox"/> No <input type="checkbox"/> <input type="checkbox"/> 2 + 2 Retirement Incentive Yes <input type="checkbox"/> No <input type="checkbox"/> Date Retired: 6/30/05		10. Termination Date of Emergency Employment December 31, 2008	
3. Social Security Number		11. Employer Tracy Unified School District	
4. Home Address of Retired Member 11		12. Address of Employer 1875 W. Lowell Ave. Tracy, CA 95376	
5. Home Phone Number of Retired Member		13. County Code District Code 39 754	
6. Work Phone Number of Retired Member		14. Employer Contact Name: Nancy Kettner, Director of Personnel Phone # (209) 830-3200 Ext. 1303	
7. Position Title Assistant Superintendent for Human Resources		15. Full Time Equivalent (FTE) [Number of Days worked in Permanent Position] Number of Days: 225	
8. Administrative Position Yes No		16. Total Full Time Equivalent Annual Compensation Earnable: \$124,461 plus applicable stipends	
I hereby certify under penalty of perjury under the laws of the State of California, that I have not retired with the Golden Handshake benefit under Section 22715 or 22716, or under Section 22714 from the above school district within the last twelve months, and that to the best of my knowledge, my employment meets the criteria set forth in Education Code Section 24216.			
17. Signature of Retired Member		18. Date:	
I hereby certify under penalty of perjury under the laws of the State of California, that the information submitted on this form is complete and true to the best of my knowledge, and that no material facts have been omitted. I further certify that these facts meet the criteria set forth in Section 24216.			
19. Appointing Authority Signature		20. Title	21. Date
22. Presiding Officer of The Governing Board of Appointing Authority		23. Date	

Toll Free –1-800-228-5453
or – (916) 229-3870
Hearing Impaired – (916) 229-3541

STATE OF CALIFORNIA

State Teachers' Retirement System

Post Office Box 15275 Sacramento, CA 95851-0275


Exemption Certification for

Emergency Employment of Retired Member SR 0165 – PART II (Rev. 7/06)

1. Retired Member's Name : Mr. Ray M. Strong	2. Position: Assistant Superintendent for Human Resources
<p>3. Description of emergency situation and circumstances beyond the control of employer.</p> <p>Tracy Unified School District (TUSD) is a district of approximately 17,000 students and 1,800 employees. The Assistant Superintendent for Human Resources is responsible for: Recruitment, Hiring, Staff Development, Contract Negotiations, Employee Evaluations, Peer Assistance Review, NCLB Compliance, Progressive Discipline, and Employee Recognition. There are 3 bargaining units in the District: TEA, CSEA and TSMA. The Assistant Superintendent for Human Resources is the lead negotiator for the District. The entire CSEA contract is open for negotiations beginning July 1, 2008 and TEA negotiations will begin negotiations in August 2008.</p> <p>The District is in the midst of budget cuts and declining student enrollment that significantly impact staffing decisions for the 2008-09 school year. In addition, the District will open a new high school, Kimball High, in August 2009. The opening of the new high school will require the transfer of numerous certificated and classified employees from the existing two high schools. This will require an Assistant Superintendent for Human Resources with extensive experience and skills who is familiar with TUSD.</p> <p>The former Assistant Superintendent for Human Resources accepted a position with the San Joaquin County Office of Education with an effective starting date of July 1, 2008. Mr. Strong would be able to step into the interim assignment with the skills and experience necessary to fulfill all aspects of the position. He would also be able to train the newly hired Assistant Superintendent when a permanent replacement is identified and hired.</p>	
<p>4. Description of recruitment process and the time frames for permanent position.</p> <p>The District advertised for this position in Ed Cal, Ed Join, local newspapers, and on the TUSD website between April 14, 2008 and May 30, 2008. The District conducted first round interviews with nine (9) potential candidates on June 16, 2008. Out of the nine candidates interviewed, four (4) were selected to participate in second round interviews on July 20, 2008. Unfortunately, none of the four (4) second round interviewees were selected to recommend to the Board of Trustees to hire. Therefore, the position was reposted immediately with a closing date of August 11, 2008. In addition to re-advertising the position in Ed Cal, Ed Join, local newspapers, and on the TUSD website, the District expanded its advertising to include "Monster.Com" and Society for Human Resource Management, "SHRM.Org."</p>	
<p>5. Statement of the highly specialized skills of the retired member employed in the emergency position on an interim basis.</p> <p>Mr. Ray Strong was the Associate Superintendent for Human Resources for TUSD from 1993 until his retirement in 2005. Mr. Strong has extensive experience with all aspects of the Human Resources Department and the District. Since his retirement, Mr. Strong has assisted the District with numerous Human Resources related tasks. His combination of expertise in human Resources and familiarity with Tracy Unified is unique.</p>	
<p>6. Describe why no current employee is qualified and available for employment in this position on an interim basis.</p> <p>There are no current TUSD employees with the Human Resources experience and qualifications necessary to assume the duties of Assistant Superintendent on a short-term basis. The Director of Personnel has significant experience with Human Resources but does not possess the required administrative credential.</p>	
<p>7. <input type="checkbox"/> Copy of Board Minutes attached.</p>	



HUMAN RESOURCES MEMORANDUM

TO: James Franco, Superintendent
FROM: Ray Strong, Interim Assoc. Supt., Human Resources 
DATE: July 9, 2008
SUBJ: Approve Clarification Language for the Conflict of Interest Code

BACKGROUND:

On January 11, 2005, the Board of Trustees adopted resolution number 04-11 which amended the District's conflict of interest code pursuant to Government Code Section 87300. The adopted Conflict of Interest Code added "gifts" as reportable income. The Political Reform Act requires every local government agency to review its conflict of interest code biennially to determine if it is accurate and up-to-date or, alternatively, that the code be amended. During the review of the District's code, the Fair Political Practices Commission is recommending that the code be reworded to clarify the meaning of income. The definition of income includes gifts, loans and travel payments. Instead of reading "income or gifts," the FPPC is recommending the code to read "income, including gifts, loans and travel payments."

RATIONALE:

Pursuant to Government Code Section 87302, the Conflict of Interest Code designates employees who must disclose certain investments, income, interests in real property and business positions, and who must disqualify themselves from making or participating in the making of governmental decisions affecting those interests.

This agenda item meets strategic goal #7, Educational Leadership.

RECOMMENDATION:

Approve Clarification Language for the Conflict of Interest Code

PREPARED BY: Ray Strong

CONFLICT OF INTEREST CODE FOR THE
TRACY JOINT UNIFIED SCHOOL DISTRICT
OF SAN JOAQUIN AND ALAMEDA COUNTIES

The Political Reform Act, Government Code Sections 81000, et seq., requires state and local government agencies to adopt and promulgate Conflict of Interest Codes. The Fair Political Practices Commission has adopted a regulation, 2 Cal Code of Regulations Section 18730, which contains the terms of a standard Conflict of Interest Code, which can be incorporated by reference, and which may be amended by the Fair Political Practices Commission to conform to amendments in the Political Reform Act after public notice and hearings. Therefore, the terms of 2 Cal. Code of Regulations Section 18730 and any amendments to it duly adopted by the Fair Political Practices Commission, along with the attached Appendix in which officials and employees are designated and disclosure categories are set forth, are hereby incorporated by reference and constitute the Conflict of Interest Code of the Tracy Joint Unified School District.

Designated employees shall file their Statements of Economic Interest with the Tracy Joint Unified School District who shall make the statements available for public inspection and reproduction. (Government Code Section 81008.)

APPENDIX A

<u>DESIGNATED POSITIONS</u>	<u>DISCLOSURE CATEGORY</u>
Members of the Board of Trustees	1
District Superintendent	1
All Assistant Superintendents	1
All Directors	2
Principals	2
Consultants*	

*Consultants shall be included in the list of designated employees and shall disclose pursuant to the broadcast disclosure category in the code subject to the following limitations:

The Superintendent may determine in writing that a particular consultant, although a "designated position" is hired to perform a range of duties that are limited in scope and thus is not required to fully comply with the disclosure requirements described in this section. Such written determination shall include a description of the consultant's duties and, based on that description, a statement of the extent of the disclosure requirements. The superintendent's determination is a public record and shall be retained for public inspection in the same manner and location as this conflict of interest code.

DISCLOSURE CATEGORIES

Category I

Designated employees assigned to this category must report:

- (a) Interests in real property which is located in whole or in part:
 - (1) within the boundaries of the District,
 - (2) within two miles of the boundaries of the District, or
 - (3) within two miles of any land owned or used by the District, including any leasehold, beneficial or ownership interest or option to acquire such interest in real property.
- (b) Investments and Business Positions in business entities or income from sources which engage in the acquisition or disposal of real property within the jurisdiction.
- (c) Investments and Business Positions in business entities or income, **including gifts, loans and travel payments** ~~or gifts~~ from sources which:
 - (1) are contractors or subcontractors engaged in the performance of work or services of the type utilized by the District, or
 - (2) manufacture or sell supplies, books, machinery or equipment of the type utilized by the District.

Category 2

Designated employees assigned to this category must report:

Investments and Business Positions in business entities or income, **including gifts, loans and travel payments** ~~or gifts~~ from sources which:

- (1) are contractors or subcontractors engaged in the performance of work or services of the type utilized by the employee's department, or
- (2) manufacture or sell supplies, books, machinery or equipment of the type utilized by the employee's department. For the purposes of this category a principal's department is his entire school.



HUMAN RESOURCES MEMORANDUM

TO: Dr. James C. Franco, Superintendent
FROM: Ray Strong, Interim Assistant Superintendent of Human Resources *RS*
DATE: July 30, 2008
SUBJECT: Approve Revised Job Description for Accounting Supervisor

BACKGROUND: The job description for the Accounting Supervisor needs to be revised to more accurately reflect the responsibilities of the position within the Financial Services Department. The District continues the process of updating job descriptions to ensure that they accurately reflect current and essential functions of the position, District requirements and any Federal, State or Department of Education requirements.

RATIONALE: The revised job description is being proposed to ensure it accurately reflects the essential functions, education and experience, skills and qualifications, physical requirements and work environment of the position of Accounting Supervisor to support the responsibilities of administering the District's accounting functions. Additionally, this revised job description increases the days of service from 225 to 230, making it consistent with the other non-exempt management clerical positions in the District Education Center. This agenda item meets Strategic Goal #7: Educational Leadership.

FUNDING: Funding Source: General Fund. Additional annual cost of approximately \$1,109.20 (40 Hours at Step C, \$27.73 per hour)

RECOMMENDATION: Approve Revised Job Description for Accounting Supervisor

Prepared by: Ray M. Strong, Interim Assistant Superintendent for Human Resources

POSITION TITLE: Accounting Supervisor

DEPARTMENT/DIVISION: Financial Services

POSITION SUMMARY: Under the ~~general supervision~~ **direction** of the Director of Financial Services to ~~perform complex work in a wide variety of financial, budgetary and statistical work; direct daily supervision of accounts payable clerks and assist in evaluation;~~ **the Accounting Supervisor assists in the administration of all district, county, state, and federal accounting functions; supervises support staff; and performs other related duties as assigned.**

ESSENTIAL FUNCTIONS:

1. Under the direction of the Director of Financial Services, supervises and assists in the preparation and maintenance of district, state, county, and federal accounting records, reports, and files. ~~Assist the Director of Financial Services in the development and maintenance of the annual budgets.~~
2. Acts as liaison with consultants, auditors, staff, County Office of Education, and State Department of Education.
3. Maintains up to date financial statements, monitors cash flow, and verifies revenue and expenditures.
4. Supervises and/or assists in the processing and balancing of the monthly and annual accounting reports, including payroll, purchase orders, accounts payable, and accounts receivable.
5. Reviews calculations and assignment of appropriate expenditure and account codes and makes final adjustments for issuance of warrants.
6. Communicates with vendors regarding various aspects of account reconciliation.
7. Assists and trains school site personnel in accounting procedures and classification of expenditures.
8. Maintains accounting records for budgeting purposes.
9. Prepares difficult and complex reports.
10. ~~Calculations of all salaries and benefits for all budgets.~~
11. ~~Responsibility for preparation of~~ Prepares the First, Second and Annual Reports of Attendance. (J18/19) and other related reports including summer school registers.
12. ~~Act as district liaison to the data processing center for KCASTS (student attendance system) and provide assistance to site personnel on the system; conduct ongoing internal audit of site attendance accounting practices.~~
13. Provides District oversight and training for school site Associated Student Body Funds. ~~Responsibility for monitoring student body accounting; provide assistance to principals in the use of student body accounts; conduct ongoing internal audit of all student body accounts.~~
14. Proofs, verifies, and submits district, county, state, and federal reports as required.
15. ~~Preparation of State mandated cost claims.~~
16. ~~Preparation of federal PL874 claims.~~
17. ~~Assist in preparation of the J200, J250, and J50.~~
18. ~~Preparation of various financial claims or reports including the J380 as well as reports required for special project accounting.~~
19. ~~Preparation of the Annual Report of Expenditures of Transportation (J141) as well as the ongoing monitoring of expenditures in that budget.~~
20. ~~Preparation of the annual driver training expenditure report.~~

21. Prepares resolutions, agenda items and documentation required for board action.
22. Assists in the selection, orientation, supervision and evaluation of subordinate personnel.
23. Maintains regular and prompt attendance in the workplace.
24. Preparation of the cross-billings for shared expenditures between the two districts.
25. Researches and compiles statistical information as required.
26. And Performs all other related duties as assigned.

EDUCATION AND EXPERIENCE:

The ability to carry out oral and written directions; read, write and speak at a level sufficient to fulfill the duties to be performed. **High school diploma or equivalent, and a minimum of two years of successful experience in education finance, business school or equivalent is required. An Associate Degree in Accounting, Business, or related field is desired. Possession of an appropriate and valid California driver's license. Two years of college courses in the area of accounting, bookkeeping, office practices and basic computer literacy; and three years of responsible business and accounting work experience, preferably in a school district.**

Knowledge of: Methods and practices of financial record keeping; double-entry bookkeeping methods; office methods and procedures; program/fund/project accounting; school district practices and procedures; budget development process; organization and collection of data; methods used in preparing statistical reports; letter and report writing; on-line data entry to mainframe computer; and use of personal computer.

SKILLS AND QUALIFICATIONS:

1. Possess knowledge of basic operations, policies, rules and regulations of the District.
2. Possess an in-depth knowledge of accounting practices and procedures in compliance with the *California School Accounting Manual*.
3. Analyze complex financial and statistical data and prepare accurate records and reports.
4. Perform accounting duties requiring independent judgment and initiative in a timely manner in order to meet deadlines.
5. Supervise the work of others.
6. Take responsibility and use good judgment in recognizing scope of authority.
7. Ability to perform difficult, complex accounting work involving the use of independent judgment.
8. Ability to interpret and apply appropriate policies and regulations.
9. Communicate clearly and concisely both orally and in written form, and compose correspondence independently.
10. Ability to compose necessary correspondence.
11. Ability to make calculations with speed and accuracy.
12. Possess knowledge of modern office practices and procedures.
13. Ability to operate office machines such as a calculator, typewriter and computer.
14. Ability to receive and give information over the telephone or in person in a courteous manner.
15. Ability to understand and carry out oral and written instructions.
16. Establish and maintain cooperative working relationship with district, site and county personnel, business and vendor representatives and others contacted in the course of work.
17. Ability to maintain cooperative working relationships with those contacted in the course of work.
18. Analyze situations accurately and adopt an effective course of action.

PHYSICAL REQUIREMENTS:

Employees in this position must be/have the ability to:

1. Sit for extended periods of time.
2. Enter data/information into a computer terminal/typewriter and operate standard office equipment for extended periods of time.
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 and/or walk on hard and/or uneven surfaces for extended periods of time.
7. Reach overhead, grasp, push/pull up to 25 pounds for short distances.
8. Bend, squat, stoop and/or climb for extended periods of time.
9. Lift and/or carry up to 25 pounds at waist height for short distances.

WORK ENVIRONMENT:

Employees in this position will be required to work indoors in a standard office environment and come in direct contact with school district staff, students, parents, and the public. Employees in this position may be required to travel to District school sites.

SALARY: LMH, Range 17


DAYS OF SERVICE: 225 230

ADOPTED: Elem. Board 07/10/90
High School Board 07/24/90

REVISED:



HUMAN RESOURCES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: Ray M. Strong, Interim Assistant Superintendent for Human Resources 
DATE: August 12, 2008
SUBJECT: Approve Revised Job Description for Academies Secretary

BACKGROUND: The position of Academies Secretary was upgraded through the reclassification process in 2006 with the understanding that the District would update the job description to include all High School Academies, Advanced Placement, I.B. and AVID responsibilities. This job description combines and refines the previously separate job descriptions for each High School. Also, the Human Resources Division has established as one of its priorities, to review and revise outdated job descriptions. The District continues the process of updating job descriptions to ensure that they accurately reflect current essential functions of the position, District requirements, and any Federal, State, or Department of Education requirements.

The changes and additions to the job description are currently being proposed to ensure it accurately reflects the essential functions of the position of Academies Secretary. It is not made with the intention of reclassifying employees or making salary changes.

STRATEGIC GOAL: #7—Educational Leadership

FUNDING: None.

RECOMMENDATION: Approve Revised Job Description for Academies Secretary

Prepared by: Ray M. Strong, Interim Assistant Superintendent for Human Resources.

POSITION TITLE: Academies Secretary

DEPARTMENT: ~~Tracy High School/Merrill F. West High School~~ **Comprehensive High Schools**

POSITION SUMMARY: Under general supervision, to serve as secretary to the **High School Academies**, and to do related work as required.

ESSENTIAL FUNCTIONS:

1. Becomes acquainted with the literature that describes the ~~two program's~~ purpose and goals of **each academy program** and articulates this information to the public.
2. ~~Receives~~ **Responds to inquiries via telephone, mail, and e-mail**, calls and answers questions concerning curriculum, academy activities, policies and programs.
3. Prepares documents, reports and surveys, does research and maintains records for interoffice and community correspondence.
4. Prepares a quarterly newsletter for both each academy program.
5. Organizes and regularly updates computer databases of student and faculty information.
6. Keeps program budget information current and organized.
7. Organizes **student registration and test administration for relevant** and registers students for international exams.
8. Schedules meetings involving students, staff and administrators.
9. ~~Organizes and implements~~ **Assists in the organization and implementation of support academy activities which include including awards nights, parent meetings, luncheons, staff meetings, orals and exams field trips, and student leadership.**
10. Schedules facilities both on and off site.
11. Orders and maintains office supplies.
12. Orders a variety of instructional materials from a variety of vendors.
13. Reconciles budget statements with purchase order receipts.
14. Maintains computers, printers, copy machine and fax machines in the office.
15. Provides information over the phone and through the mail for requests about the programs.
16. Assists with recruitment for the programs.
17. Assists with the job shadowing **and community service** components of the ~~Agriculture/Scientific Academy~~ **academies** through phone and personal contact.
18. Prepares ongoing and numerous ~~Federal Express~~ mailings via **U.S. Mail and private vendors**.
19. Offsite shopping and errands as required.
20. Supervises student office aids.
21. **Works with Counseling staff to ensure students meet Academies' prerequisites and monitors student transcripts regarding student pathway guidelines, graduation requirements, and probation contracts.**
23. **Process paperwork for Academy conferences and workshops.**
22. Performs other related duties as required.

PHYSICAL REQUIREMENTS: Employees in this position must be/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 speech at normal levels and on the telephone with or without hearing aids.
6. Stand and/or walk on hard and/or uneven surfaces for extended periods of time.
7. Reach overhead, grasp, push/pull up to 25 pounds for short distances.
8. Lift and/or carry up to 25 pounds at waist height for short distances

2. Bend, squat, stoop and/or climb for extended periods of time.

EDUCATION: High School diploma or equivalent.

SKILLS AND QUALIFICATIONS: Type at a speed of 60 words per minute. Ability to operate a computer, and a variety of software and office equipment. Ability to communicate effectively, orally and in writing; strong interpersonal skills; make independent decisions and accurately interpret laws policies and practices.

EXPERIENCE: Two years of business courses or two years of responsible clerical work, preferably in education.

SALARY: Range 29-30

Adopted:

TUSD Board 8/18/98

Revised:



HUMAN RESOURCES MEMORANDUM

TO: Dr. James Franco, Superintendent

FROM: Ray Strong, Associate Superintendent for Human Resources *RS*

DATE: August 1, 2008

SUBJECT: Approve Expenditure of General Fund Money in the Amount of \$10,000 to Cover the Cost of Monetary Awards for Employee Accomplishments and/or Contributions

BACKGROUND: Pursuant to Education Code 44015, the governing board of a school district may make awards to employees who do any of the following:

- (1) Propose procedures or ideas that thereafter are adopted and effectuated, and that result in eliminating or reducing district expenditures or improving operations.
- (2) Perform special acts or special services in the public interest.
- (3) By their superior accomplishments, make exceptional contributions to the efficiency, economy, or other improvement in operations of the school district.

Any award granted under the provisions of Education Code 44015 that may be made by an awards committee under appropriate District rules shall not exceed two hundred dollars (\$200), unless a larger award is expressly approved by the governing board.

RATIONALE: Each year the District recognizes employees with monetary awards for accomplishments or contributions such as having longevity within the District, employees retiring with ten (10) or more years in the District, and being recognized as an outstanding employee of the year. Depending on the length of service or accomplishment, employees receive a gift card from the West Valley Mall for an amount between \$35 and \$100.

This agenda item meets strategic goal #7, Educational Leadership.

COST: The annual cost fluctuates with the number of employees retiring and being recognized for longevity. Monetary awards do not exceed the maximum amount allowed pursuant to the section of the Education Code.

RECOMMENDATION: Approve Expenditure of General Fund Money in the Amount of \$10,000 to Cover the Cost of Monetary Awards for Employee Accomplishments and/or Contributions

PREPARED BY: Ray Strong, Associate Superintendent for Human Resources