

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

NOTICE
REGULAR MEETING OF THE GOVERNING BOARD
TRACY UNIFIED SCHOOL DISTRICT

DATE: TUESDAY, SEPTEMBER 25, 2007

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

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

A G E N D A

1. Call to Order

2. Roll Call – Establish Quorum

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

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

3.1 Educational Services:

3.1.1 Findings of Facts: #FF07-08/2, 5, 6, 8, 9, 10, 11

3.1.2 Waiver of Expulsion: #WE07-08/1, 2

Action: Motion__ ; Second__ . Vote: Yes __ ; No __ ; Absent __ ; Abstain __ .

**3.1.3 Application for Early Graduation: WHS: 10305256; IGC 10215793,
1012687; 10210750; 10215286**

Action: Motion__ ; Second__ . Vote: Yes __ ; No __ ; Absent __ ; Abstain __ .

3.2 Human Resources:

**3.2.1 Consider Leave of Absence Request for Classified Employee #UCL-106,
Pursuant to Article XXIII**

Action: Motion__ ; Second__ . Vote: Yes __ ; No __ ; Absent __ ; Abstain __

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

Action: Motion__ ; Second__ . Vote: Yes __ ; No __ ; Absent __ ; Abstain __ .

3.2.3 Conference with Labor Negotiator

Agency Negotiator: Jamie Mousalimas,

Assistant Superintendent of Human Resources

Employee Organization: CSEA, TEA

4. Adjourn to Open Session

5. Call to Order and Pledge of Allegiance

6. Closed Session Issues:

6a Action on Findings of Fact: #FF07-08/2, 5, 6, 8, 9, 10, 11

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

6b Report Out of Action Taken on Waiver of Expulsion: #WE07-08/1, 2

Action: Vote: Yes ___; No ___; Absent ___; Abstain ___

6c Report Out of Action Taken on Application for Early Graduation: WHS: 10305256; ICGG 10215793, 1012687; 10210750; 10215286

Action: Vote: Yes ___; No ___; Absent ___; Abstain ___

6d Report Out of Action Taken on Consider Leave of Absence Request for Classified

Employee #UCL-106, Pursuant to Article XXIII

Action: Vote: Yes ___; No ___; Absent ___; Abstain ___

7. Approve Regular Minutes of September 11, 2007.

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

1-6

8. Student Representative Reports: Tracy High: Alaina Bassett; West High: Naficeh Dastgheyb, Stein: Pooja Kaur

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

9.1 Recognize Tracy High School Teacher Kirk Brown for being honored with the 2007

DiNA Award for Outstanding Public Support from BayBio.

9.2 McKinley Elementary School Site Update on Achievements & Activities

9.3 ICGG Site Update on Achievements & Activities

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

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

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

11. Information & Discussion Items:	An opportunity to present information or reports concerning items that may be considered by Trustees at a future meeting.	Pg. No.
11.1 Administrative & Business Services:		
11.1.1	Receive Report and Demonstration on Electronic School Board Agenda	7
11.2 Educational Services:		
11.2.1	Receive Report on High School Advanced Placement French Program and Proposed Textbook Adoption	8
12. PUBLIC HEARING:	None.	
13. Consent Items:	Actions proposed for consent are consistent with the approved practices of the district and are deemed routine in nature. Trustees receive board agenda background information in advance of scheduled meetings and are prepared to vote with knowledge on the consent items.	
Action:	Motion___; Second___	
Vote:	Yes___; No___; Absent___; Abstain___	
13.1 Administrative & Business Services:		
13.1.1	Accept Donations	9
13.1.2	Ratify Routine Expenditures and Notice of Completions Which Meet Criteria for Board Review and Approval	10-11
13.1.3	Ratify Measure E Related Expenditures and Notice of Completions Which Meet Criteria for Board Review and Approval	12-15
13.2 Educational Services:		
13.2.1	Ratify Agreement for Special Contract Services with Interim Health Services to Provide Nurses for Needed Nursing Services	16-19
13.2.2	Approve Overnight Travel for Nisla Fonseca and Victoria Geibig to Attend the IB Teacher Training Workshop, Spanish B, Level 2, at St. Pete Beach, Florida, From Wednesday, December 5 Through Sunday, December 9, 2007	20-24
13.2.3	Approve Overnight Travel for the West High Girls Varsity Basketball Team to Atascadero, California on December 6-8, 2007	25
13.2.4	Ratify Master Contract and Individual Services Agreements with NPS, North Valley School	26-46
13.2.5	Ratify Master Contract and Individual Services Agreement with Options in Education, NPS	47-69
13.2.6	Approve Out-of-State Travel to Redmond, WA, for Sara Windsor to Attend Microsoft E14 (Exchange) Customer Summit and Labs, January 9-11, 2008	70
13.2.7	Ratify Master Contract and Individual Services Agreements with NPS, Spectrum Center School	71-82
13.2.8	Approve Service Agreement for Special Contract Services with Carrie Rose, Consultant, for the Parent Teacher Home Visit Project Training and Coaching to Provide a Presentation on September 28, 2007, at George and Evelyn Stein High School	83-86
13.2.9	Ratify Contract with Rick Bledsoe, ATP for Independent Assistive Technology Assessment and Training	87-90
13.2.10	Ratify Master Contract and Individual Services Agreement with Children's Home of Stockton, NPS	91-111
13.2.11	Approve Mad Science After School Science Programs at Wanda Hirsch Elementary School October 2007 Through May 2008	112-124

		Pg. No.
13.2.12	Approve Overnight Travel for the West High Boys Varsity Basketball Team to Pleasant Valley High School in Chico on December 6-8, 2007	125
13.2.13	Ratify Amendment No.1 to Professional Services Agreement with the City of Tracy and Tracy Unified School District	126-129
13.2.14	Approve Contract with DARE Officer, John Guzman, for Teaching DARE Classes in 5 th Grade	130-132
13.3	Human Resources:	
13.3.1	Approve Classified, Certificated and/or Management Employment	133-134
13.3.2	Accept Resignations/Retirements/Leaves of Absence for Classified, Certificated, and/or Management Employment	135
13.3.3	Approve Agreement with Jeff Hodges, Assistant Varsity Football Coach, for the 2007-08 Season	136-138
13.3.4	Approve Agreement with Mahina Tankersley, Assistant Varsity Volleyball Coach, for the 2007-08 Season	139-141
14.	Action Items: Action items are considered and voted on individually. Trustees receive background information and staff recommendations for each item recommended for action in advance of scheduled meetings and are prepared to vote with knowledge on the action items.	
14.1	Administrative & Business Services:	
14.1.1	Adopt Resolution #07-06, Recertifying the Appropriation Limits for the 2007-08 School Year for Tracy Joint Unified School District	142-146
Action:	Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain___.	
14.1.2	Adopt Resolution #07-07 to Excuse Meeting Absence of Board Member	147-148
Action:	Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain___.	
14.1.3	Adopt Resolution # 07-08 Finding that the TUSD Delta Island School Water Treatment System at Delta Island School Qualifies as a Categorical Exemption from California Environmental Quality Act	149-151
Action:	Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain___.	
14.1.4	Adopt Resolution #07-09 Approving an Agreement for the Acquisition of Real Property and Authorizing the Recording of the Deed in the Name of the District	152-175
Action:	Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain___.	
14.1.5	Approve List of Qualified Special Testing and Inspection Firms to Perform Required Testing and Inspection Services on New Construction and Modernization	176
Action:	Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain___.	
14.1.6	Approve List of Qualified Geotechnical Firms to Perform Required Engineering Services on New Construction and Modernization Projects	177
Action:	Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain___.	
14.2	Educational Services: None.	
14.3	Human Resources:	
14.3.1	Approve the Attached Declaration for One Provisional Intern Permit for Lavette Richards, Science 9-12	178-179
Action:	Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain___.	
14.3.2	Approve Revised Job Description for the Adult School Counselor at Tracy Adult School	180-186
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 October 9, 2007**
- 17.2 October 23, 2007**
- 17.3 November 13, 2007**
- 17.4 November 27, 2007**
- 17.5 December 11, 2007**
- 17.6 January 8, 2008**
- 17.7 January 22, 2008**

18. Upcoming Events:

- | | |
|---|---|
| 18.1 September 28, 2007 | No School, Staff Development Day |
| 18.2 October 12, 2007 | Tracy High Homecoming |
| 18.3 October 19, 2007 | West High Homecoming |
| 18.4 October 29, 2007 | No School, Parent Conferences |
| 18.5 November 12, 2007 | No School, Veteran's Day |
| 18.6 November 19-23, 2007 | Thanksgiving Break - Traditional |
| 18.7 November 21-23, 2007 | Thanksgiving Break - YRE |
| 18.8 December 22- January 6, 2008 | Winter Break |
| 18.9 January 21, 2008 | No School, Martin Luther King |
| 18.10 January 30, 2008 | No School, Staff Development Day |

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, September 11, 2007**

- 5:30 PM:** President Crandall called the meeting to order and adjourned to closed session.
- Roll Call:** Board: G. Crandall, J. Feller, T. Guzman, T. Hawkins, K. Lewis, J. Vaughn.
Absent: B. Swenson
Staff: J. Franco, J. Mousalimas, C. Goodall, S. Harrison, B. Etcheverry.
- 7:02 PM:** President Crandall called the Tracy Unified School District Board of Education to order and led those present in the Pledge of Allegiance. The Board held a moment of silence in honor of those who lost their lives on September 11, 2001.
- Closed Session:**
- 6a** Action on Findings of Fact # FF07-08/4
Action: Lewis, Guzman. **Vote:** Yes-6; No-0; Absent-1(Swenson)
 - 6b** Report Out of Action Taken on Application for Reinstatement:
#AR06-07/74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99 (as amended)
Action: Vote: Yes-6; No-0; Absent-1(Swenson)
 - 6c** Report Out of Action Taken on Application for Enrollment: #AFE06-07/10, 11, 12
Action: Vote: Yes-6; No-0; Absent-1(Swenson)
 - 6d** Report Out of Action Taken Consider Leave of Absence Request for Classified Employee #UCL-104, Pursuant to Article XXIII
Action: Denied. **Vote:** Yes-6; No-0; Absent-1(Swenson)
 - 6e** Report Out of Action Taken Consider Leave of Absence Request for Classified Employee "UCL-105, Pursuant to Article XXIII
Action: Denied. **Vote:** Yes-6; No-0; Absent-1(Swenson)
- Employees Present:** D. Boyd, C. Sasser, J. Fine, K. Fistolera, J. Wakefield, C. Minter, R. Call, J. Yasemsky, C. Woo, D. Wakefield, P. Hall, D. Sonnenburg, J. Carter, M. Belasco, W. Huffman, K. Weikel
- Press:** B. Brown
- Visitors Present:** Pearlman Family, Lis Family, J. Mullen, Price Family
- Minutes:** Approve Regular Minutes of August 28, 2007.

Action: Guzman, Vaughn (Amended Consent Vote to “Yes-6” and amended 14.2.1 vote to “Yes-6”).

Vote: Yes-5; No-0; Absent-1(Swenson); Abstain-1(Crandall)

**Student
Representative
Reports:**

None.

**Recognition &
Presentation:**

9.1 Hirsch Elementary School Site Update on Achievements & Activities

Principal, Jon Fine, reported that Hirsch has had 8 consecutive years of growth, with an API score of 827 this year. He feels this is due to their great teachers who are motivated to teach and the interventions for students who struggle. Before school started six teachers worked with students to give them a head start on the upcoming year. Hirsch also follows the 6 pillars of character. One of their tools is a frame which symbolizes actions and feelings. Students demonstrated how it helps them think about their actions. The Hirsch students who demonstrated the “frame” were Julia Mullen, Lindsey Price, Cameron Price, Morgan Wheeler, Nick Pearlman and Brittany Lis.

9.2 Jacobson Elementary School Site Update on Achievements & Activities

Principal, Cindy Sasser, presented a power point which reflected Jacobson School. It showed how they teach with the Tribes Agreement, and follow the 6 pillars of character. They have a very involved parent club, special activities, special programs, ExCEL, and programs for English learners.

**Hearing of
Delegations**

Karen Fistolera has worked for the district for the past 9 years as a para educator. She has been assigned to the Concord bus ride and has had an opportunity to meet and work with the bus drivers. She has a great deal of respect for them and has watched them do a great job. They should be commended for what they do. They have 80 students on their bus. They must have strict rules to maintain order. It was disappointing to see that not all parents appreciate our drivers and may have embellished their stories. She thanked Mr. Hawkins for his nice letter to the editor.

Teacher, Wes Huffman, requested that we put the after school sports program on the agenda. This came up at the joint meeting with the City of Tracy and TUSD.

**Information &
Discussion Items:**

11.1 Administrative & Business Services:

11.1.1 Receive Second Report on Enrollment

Associate Superintendent, Dr. Casey Goodall, presented a power point on the latest enrollment numbers.

Trustee Crandall left the meeting at 7:38 p.m.
Trustee Crandall returned to the meeting at 7:43 p.m.

11.1.2 Receive Report on Actuarial Study of Post Employment Benefits in Support of Governmental Accounting Standards Board Statement 45

Associate Superintendent, Dr. Casey Goodall, and Director of Finance, Reed Call, reviewed GASB 45 (retiree health benefits). This study is required. The District is currently identifying what the retiree benefit amount will be so that we can plan for the future now.

11.1.3 Receive Report on Electronic School Board Agenda

Director of ISET, Cindy Minter, presented a DVD which explained the process of agenda online. If the board would like more information, they can schedule an appointment. A further report will be scheduled for the next meeting.

11.2 Educational Services:

11.2.1 Receive Report on the Accountability Progress Report (APR) for 2006-07

Assistant Superintendent of Educational Services, Dr. Sheila Harrison and Director of Curriculum, Accountability and Continuous Improvement, Carol Anderson Woo, presented a power point which explained the API and AYP scores.

Public Hearing: None.

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

13.1 Administrative & Business Services

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

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

13.1.3 Approve Monthly Budget Adjustment Report for June, July and August 2007

13.1.4 Approve Revolving Cash Fund Reports for June, July and August, 2007

13.1.5 Approve Accounts Payable Warrants Reports for June, July, August 2007 (Separate Cover Item)

13.2 Educational Services:

- 13.2.1** Approve Service Agreement for Sopris West Educational Services to Provide Training in Step Up to Writing to the K-5 Staff of George Kelly Elementary School on January 29, 30, 2008
- 13.2.2** Approve Overnight Field Trip to the San Francisco Maritime National Historic Park for Mrs. Pearlman's Fourth Grade Class at Wanda Hirsch Elementary School on November 15-16, 2007
- 13.2.3** Approve Special Services Contract for Guest Speakers Bruce Murakami and Justin Cabezas to Provide a "Get Real: Teen Choice" Assembly at West and Tracy High Schools on September 18, 2007
- 13.2.4** Approve Service Agreement for Cara Bergen From West Coast Center for Educational Excellence to Evaluate and Advise Staff at George Kelly Elementary School on the Implementation of ExCEL in Reading and Math October 2-3, 2007
- 13.2.5** Approve Service Agreement for Tracy Mental Health Center Services for the 2007-08 School Year
- 13.2.6** Approve Service Agreement for the Culham Writing Company to Provide 6 Trait Writing Training: Introduction 6-8 on January 29-30, 2008 to George Kelly Elementary School's 6-8 Core Teachers

13.3 Human Resources:

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

Action Items:

14.1 Administrative & Business Services:

- 14.1.1** Approve the Acquisition of Property Located at 24606 S. Lammers Road Necessary for the Construction of Kimball High School and Authorize the Associate Superintendent to Execute the Necessary Settlement Documents

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

- 14.1.2** Authorize the Director of Transportation to Bid and Award the Purchase of Three (3) New Busses to Accommodate Growth in the Mountain House Area and the Increase in Curb to Curb Ridership to Tracy High School and Authorize Hiring Four (4) Four-Hour (.50 FTE) Bus Driver/Custodian Grounds Persons to Drive the Related Routes and Accommodate Student Displacement (Report)

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

- 14.1.3** Authorize the Associate Superintendent of Business Services to Enter into an Agreement with Bagley Enterprises to Perform an EVR Phase II Upgrade (Enhanced Vapor Recovery) to the

Unleaded Fuel Tank

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

14.1.4 Approve the Unaudited Statement of Receipts and Expenditures for the 2006-2007 Fiscal Year (Separate Cover Item) (Report)

Associate Superintendent of Business Services, Dr. Casey Goodall, presented a power point and reviewed the unaudited actuals.

Trustee Feller left the meeting at 9:15 p.m.

Trustee Feller returned to the meeting at 9:18 p.m.

Trustee Hawkins left the meeting at 9:17 p.m.

Trustee Hawkins returned to the meeting at 9:20 p.m.

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

14.2 Educational Services:

14.2.1 Approve Adoption of Advanced Placement English Textbook

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

14.3 Human Resources:

14.3.1 Approve Hiring a Consultant from CSEA Educational Programs and Resources Department to Provide a Staff Development Training Opportunity for Classified Employees on January 30, 2008

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

14.3.2 Approve Variable Term Waiver for Tou Lor, Mathematics Grades 9-12

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

Board Reports:

Trustee Guzman attended the TLC meeting yesterday. Their enrollment is 150 more than last year. They will be starting their new technology program and there will be computers in every classroom. He also attended the Tracy v. West football game. It was a lot of fun and a good turn out for Tracy. Trustee Lewis attended the Parks and Rec meeting. He would like to see the Board work with the City of Tracy. We could use our facilities and the City could provide the employees. It would be great to bring back basketball for 5th through 8th grade students. Trustee Feller attended a three hour committee meeting for the West High Theater. Kevin from Rainforth Grau does a good job of leading the meeting. She is looking forward to the next one. Trustee Hawkins passed. Trustee Vaughn attended the facility committee with Trustee Swenson. They reviewed the various projects. Trustee Crandall listened to Congressman McNerney at an event. He enjoyed the District Welcome Back program. It was nice to see all the

teachers excited to get back to school. He also attended the Back to School Night at West High. Sever parents were excited to have their students in the AVID program. He went to the Tracy v. West football game. Tip of the hat to Jeremy Silcox and Mark Stroup for Winning their games. They deserve it and earned it. Chris Meier for West High Freshman did a great job on winning their game. On Saturday he went to Delta College and watched some ex-football players. In two weeks Sac City will play Delta. The SynreVoice phone message has gone out a few times. It's a nice reminder and he has heard a lot of good things about it. We need a committee for the West High pool and stadium. Congratulations to Coach Schneider who was honored for his outstanding career and also to Tom and the Lions Club. He apologized for not making it to the facility committee meeting.

**Superintendent
Report:**

Dr. Franco thanked Sheila and Casey for their reports. It's tough material to present hopefully the board feels like they are informed. We approved buying additional buses that will take students from Mountain House into town. We are attempting to decrease the amount of overflow to keep students at their home schools. In some cases we have exceeded CSR to keep them at their home school which makes the parents happy and decreases bussing. James Vaughn has been invited to be on the policy board for the Mayor's Community Youth Support Network. A number of our elementary school facilities have the City utilizing them for the after school programs. The Board was given a 3 week schedule of construction. Constructed will start soon at Tracy High. Congratulations to all groups for keeping the ball rolling. Finally, tip of the hat to Joni McGinnis for organizing the security and parking for the Tracy v. West game. It was a big task, she worked with Jessica, got out printed material, used SynreVoice messages and got portable generator lights in the Heinz and ag parking lots. The feedback from Srg. Shenemen was that things went well and the police were able to move up and down the track.

**9:54PM
Adjournment.**

Tom Hawkins, Clerk

Date



ADMINISTRATIVE SERVICES MEMORANDUM

TO: Board of Education
FROM: Dr. James C. Franco, Superintendent
DATE: August 24, 2007
SUBJECT: Receive Report and Demonstration on Electronic School Board Agenda

BACKGROUND: The Tracy Unified School District holds Board meetings twice a month. Currently, the agenda is prepared manually, by compiling hard copies of agenda items and formatting them into a complete board agenda that may contain 100-200 pages. At Board meetings, discussions are held, votes are taken manually and minutes are transcribed to reflect the outcome of the meetings. Electronic School Board is a web-based automated process that, among other things, allows agenda items to be submitted electronically, votes to be taken electronically, and portions of minutes to be prepared automatically.

RATIONALE: A DVD showing a quick demonstration of Electronic School Board was presented to the board at their last meeting of September 11, 2007. Two representatives from Electronic School Board will be in our area and will demonstrate with the board to help fully understand this concept and to give the board a chance to ask questions directly to the representatives.

FUNDING: N/A

RECOMMENDATION:

Prepared by: Dr. James C. Franco, Superintendent



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: *JS* Dr. Sheila Harrison, Assistant Superintendent of Educational Services
DATE: September 5, 2007
SUBJECT: Receive Report on High School Advanced Placement French Program and Proposed Textbook Adoption

BACKGROUND: The College Board establishes curriculum for all Advanced Placement courses. The current district-adopted textbook for the Advanced Placement (AP) French class at West High School has been found to be outdated, and does not adequately prepare students for the AP examination. It is critical that instructional materials align with the curriculum. Therefore, it is imperative that a new textbook be considered for adoption. Criteria for evaluating instructional materials was developed and used to review five different textbooks.

The following textbook is being recommended for adoption for the West High School Advanced Placement French program: *Imaginez, le français sans frontières*, Vista Higher Learning Publishing, copyright 2008.

RATIONALE: The textbook being recommended for adoption demonstrates the highest correlation to the following evaluation criteria:

- Alignment with course objectives
- Instructional planning and support
- Current and relevant vocabulary
- Technology
- Reinforcement activities
- Listening and speaking activities

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

FUNDING: Funding for the purchase of recommended materials in the amount of \$5,564 will be provided by State textbook funds.

RECOMMENDATION: Receive Report on High School Advanced Placement French Program and Proposed Textbook Adoption

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



BUSINESS SERVICES MEMORANDUM

TO: Dr. James C. Franco, Superintendent
FROM: Dr. Casey Goodall, Associate Superintendent for Business
DATE: September 14, 2007
SUBJECT: Accept Donations

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

Tracy Unified School District: From: Wal Mart, Tracy Store #2025. The donation is a check/money order in the amount of \$500.00. The donation will assist with the conference fees for TUSD students to attend the League of United Latin American Citizens Youth Leadership Conference. The conference will take place October 26th, 2007, at San Joaquin Delta Community College.

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

This agenda item meets Strategic Goal #2.

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

RECOMMENDATION: Accept the very generous donation from Wal Mart – Tracy Store #2025, with thanks and appreciation from the staff and students of Tracy Unified School District.

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



BUSINESS SERVICES MEMORANDUM

To: James Franco, Superintendent

From: Casey Goodall, Associate Superintendent for Business

Date: September 14, 2007

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

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

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

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

FUNDING: Per attached summary of requisitions.

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

Prepared by: Casey Goodall, Associate Superintendent of Business Services

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

A. Vendor: Conestoga-Rovers & Associates
Site: Kimball High School
Item: Proposal
Services: Environmental consultant to conduct a Phase I Environmental Site Assessment of the 6.98 acre vacant parcel located along Lammers Road.
Cost: \$3,000.00
Project Funding: Developer Fee Fund and State School Building Fund (SSBF)

B. Vendor: DTSC
Site: Kimball High School
Item: Fees
Services: Department of Toxic Substances (DTSC) fee to review Phase I Site Assessment of the 6.98 acre parcel along Lammers Road.
Cost: \$1,500.00
Project Funding: Developer Fee Fund and State School Building Fund (SSBF)

C. Vendor: InSite Environmental, Inc.
Site: Delta Island School
Item: Proposal
Services: Investigate and prepare "Notice of Exemption" for CEQA.
Cost: NTE \$1,000.00
Project Funding: Deferred Maintenance Fund/ Williams Act Emergency Repair Program



BUSINESS SERVICES MEMORANDUM

To: James Franco, Superintendent

From: Casey Goodall, Associate Superintendent for Business

Date: September 14, 2007

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

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

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

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

FUNDING: Per attached summary of requisitions.

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

Prepared by: Casey Goodall, Associate Superintendent of Business Services

BUSINESS SERVICES
FACILITIES DEVELOPMENT DEPARTMENT
SUMMARY OF SERVICES

A. Vendor: Conestoga-Rovers & Associates, Inc.
Site: Tracy High School – 40 Classroom Building
Item: Increase in Scope of Work – Ratify
Services: Consultant to provide increased scope of work for work plan to be submitted to the County Environmental Health Department for the monitoring wells.
Cost: \$1,800.00 plus Testing and Reporting Expenses
Project Funding: Local Bond Funds and State School Building Fund (SSBF)

Vendor:

B. Vendor: United Rentals
Site: Tracy High School – 40 Classroom Building
Item: Agreement
Services: Interim equipment necessary for lighting the temporary parking lot @ Heinz plant location during evening athletic events.
Cost: \$7,542.50
Project Funding: Local Bond Funds and State School Building Fund (SSBF)

C. Vendor: City of Tracy
Site: Tracy High School – 40 Classroom Building
Item: Fees Schedule
Services: Fees due to the City of Tracy, Engineering Services Department for Plans checking, encroachment permit, inspections, etc.
Cost: \$14,094.37
Project Funding: Local Bond Funds and State School Building Fund (SSBF)

D. Vendor: Securitas Security Systems
Site: Tracy High School – 40 Classroom Building
Item: Proposal
Services: Hardware for Security Card Access Control System. Contractor to provide components, programming and training to convert existing Keri access control system & upgrade to Software House access control system.
Cost: \$49,965.00
Project Funding: Local Bond Funds and State School Building Fund (SSBF)

E. Vendor: SolidNetworks, Inc.
Site: Tracy High School – 40 Classroom Building
Item: Proposal
Services: Materials for Security Card Access Control System. Video Cards, SmartUps, etc.
Cost: \$2,854.71
Project Funding: Local Bond Funds and State School Building Fund (SSBF)

F. Vendor: HP/SolidNetworks
Site: Tracy High School – 40 Classroom Building
Item: Proposal
Services: Hardware for Security Card Access Control System. Server, Ram, Hard Drives, etc.
Cost: \$8,934.63
Project Funding: Local Bond Funds and State School Building Fund (SSBF)

G. Vendor: HP/SolidNetworks
Site: Tracy High School – 40 Classroom Building
Item: Proposal
Services: Hardware for Security Card Access Control System. WorkStation, Video Card, Ram, Hard Drive, etc.
Cost: \$8,367.87
Project Funding: Local Bond Funds and State School Building Fund (SSBF)

H. Vendor: SJCOE
Site: Tracy High School – 40 Classroom Building
Item: Quote
Services: Software for Security Card Access Control System. MS. Sql Client Access License.
Cost: \$66.00
Project Funding: Local Bond Funds and State School Building Fund (SSBF)

I. Vendor: Securitas Security System
Site: Tracy High School – 40 Classroom Building
Item: Proposal
Services: Software for Security Card Access Control System. Contractor to furnish and install new Software House CCURE 9000 Security System Software, 1,000 access cards, and training.
Cost: \$12,500.00
Project Funding: Local Bond Funds State School Building Fund (SSBF), and General Fund

J. Vendor: Warren Land Surveying, Inc.
Site: West High School – Theater Building
Item: Agreement
Services: Contractor to provide surveying services at West High School site.
Cost: \$30,500.00
Project Funding: Local Bond Funds and State School Building Fund (SSBF)

K. Vendor: Warren Land Surveying, Inc.
Site: Tracy High School – Modernization
Item: Proposal
Services: Contractor to provide surveying services at Tracy High School site.
Cost: \$46,000
Project Funding: Local Bond Funds and State School Building Fund (SSBF)

L. Vendor: Roebbelen Contracting, Inc.
Site: West High School – Pool and Stadium Complex
Item: Change Order
Services: Change order due to unforeseen conditions and inconsistencies in
planning documents.
Cost: \$68,665.00
Project Funding: Local Bond Funds and State School Building Fund (SSBF)



TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

To: Dr. Jim Franco, Superintendent
From: ~~Dr. Jim Franco~~ Dr. Sheila Harrison, Assistant Superintendent of Educational Services
Date: September 13, 2007
Re: Ratify Agreement for Special Contract Services with Interim Health Services to Provide Nurses for Needed Nursing Services

Background: The district has two full time nurses employed and we are currently advertising to fill two additional full time nursing positions. Therefore, additional nursing services are needed in order to provide required services to students while the nursing positions are advertised and filled. This agenda item needs ratification because services were procured prior to the board meeting in order to continue providing required health care for students.

Rationale: The district is contracting for nursing services with an outside agency, Interim Health Services, immediately, until we can fill the two fulltime open nursing positions. This agenda item meets Strategic Goal #4: Continuously Improve Fiscal and Human Resources and Facilities and Operational Processes in Order to Facilitate the Achievement of District, State and Federal Targets.

Funding: The cost for this service is \$60.00 per hour. This is the total cost paid to the agency. The contract is not to exceed \$49,000. The contract was prepared this way in order to provide time to permanently fill the two open nursing positions. Funds to cover the cost of these nursing services will be provided from two vacant nursing positions.

Recommendation: Ratify Agreement for Special Contract Services with Interim Health Services to Provide Nurses for Needed Nursing Services

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

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Avenue, Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

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

1. Contractor shall perform the following duties: Perform catheterizations and manage diabetics and perform other nursing duties as required.
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 _____
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
 - a. District shall pay \$ 60.00 per HOUR/DAY/FLAT RATE (circle one), not to exceed a total of \$49,000. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
 - b. District [] SHALL; [X] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the district rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ 0 for the term of this agreement.
 - c. District shall make payment on a [X] MONTHLY PROGRESS BASIS, [] SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.
4. The terms of the agreement shall commence on Sept. 10, 2007, and shall terminate on Jan. 30, 2008.
5. This agreement may be terminated at any time during the term by either party upon One day's written notice.
6. Contractor shall contact the District's designee, Cindy 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, 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: Interim Healthcare

Consultant Signature (1) R. J. [Signature]

Social Security Number (2) _____

Date 9/7/07

Title Administrator

Address 1110 Tully Rd Suite C
Modesto, CA 95350

Casey [Signature]
Tracy Unified School District

Date 9/6/07

Title Associate Superintendent, Business

Account Number to be Charged 01-7810-0-1110-3140-5800-800-232

Department/Site Approval _____

Budget Approval [Signature]

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: ContractSrvcs.doc
Disk: S:\shared

Tracy Unified School District(FACILITY) acknowledges that the supplemental personnel assigned to the FACILITY by INTERIM are employees of INTERIM and agrees to pay INTERIM a placement fee according to the following schedule if FACILITY directly hires an employee of INTERIM. Payment of fee will be made 30 days after direct employment with FACILITY.

Number of hours worked at FACILITY	Fee: Percentage of annual salary upon hire
Less than 100	25%
100 - 299	20%
300 - 499	15%
500 - 699	10%
700 - 999	5%
Over 1,000	No Fee

Interim

BY:

TITLE:

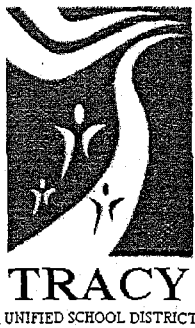
DATE:

Facility

BY:

TITLE:

DATE:



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: *JS* Dr. Sheila Harrison, Assistant Superintendent of Educational Services
DATE: *JS* August 30, 2007
SUBJECT: **Approve Overnight Travel For Nisla Fonseca And Victoria Geibig To Attend The IB Teacher Training Workshop Spanish B, Sponsored by the Florida International Baccalaureate League Of Schools, At St. Pete's Beach, Florida, From Wednesday December 5 Through Sunday, December 9, 2007**

BACKGROUND: The International Baccalaureate program teachers need a program-sponsored workshop to ensure a strong teaching staff that is trained in all aspects of IB.

RATIONALE: Victoria Geibig is teaching Spanish 3 IB for the first time, and Nisla Fonseca is teaching Spanish 3 IB and Spanish 4 IB for the first time. Neither has had training from International Baccalaureate, which is required to teach these courses to prepare students for the IB Spanish exam. We generally have 20-30 students eligible to take the IB Spanish exam each year. This meets the following Strategic Goals: **Quality Curriculum** -- providing a relevant and meaningful curriculum that enables students to meet high standards. The curriculum will include systematic assessment and accountability and **Educational Leadership** -- developing powerful educational leaders.

FUNDING: The IB Grant will fund this conference. The cost breakdown is as follows: Registration, \$1300.00, includes several meals; Lodging 1450.00; Air Fare \$1600.00 (approximately); Mileage \$116.40; Additional meals \$156.00; Airport Parking and Shuttles \$500.00 (approximately). The total expenses shall not exceed \$6082.40

RECOMMENDATION: Approve Overnight Travel For Nisla Fonseca And Victoria Geibig To Attend The IB Teacher Training Workshop Spanish B, Sponsored by the Florida International Baccalaureate League Of Schools, At St. Pete's Beach, Florida, From Wednesday December 5 Through Sunday, December 9, 2007

Prepared by: Pat Anastasio, Principal, Tracy High School

Session III FLIBS Registration

December 5-8, 2007

All Subjects Are Level 2 except College Process is Level 3

PLEASE PRINT OR TYPE (FAX this form ASAP to reserve your place in this workshop.
FAX # 850-784-7891) or E-mail to: fussewc@aol.com

IB WORKSHOP SUBJECT: Spanish B SESSION: III

NAME:(for name tag) Victoria Greibig

Participant's Title: Teacher, IB Spanish B Gender: F Language: English and Spanish

Participant's E-mail: vgreibig@tusd.net

IB COORDINATOR AT YOUR SCHOOL: Terr. Sargent

IB COORDINATOR'S E-MAIL: tsargent@tusd.net

IB Coordinator PHONE: 209-830-3360 IB Coordinator FAX: 209-830-3363
X 2082

SCHOOL: Tracy High School IB School Code: 0303

IB Region of School: ☒ North America ☐ Latin America ☐ Asian-Pacific ☐ Africa/Europe/Middle East

SCHOOL ADDRESS: 315 E. 11th St.

SCHOOL CITY: Tracy STATE: CA COUNTRY: USA ZIP: 95376

SCHOOL PHONE: 209-830-3360

SCHOOL DISTRICT: Tracy Joint Unifed

DISTRICT ADDRESS: 1875 W. Lowell Ave.

CITY: Tracy STATE: CA COUNTRY: USA ZIP: 95376

DISTRICT FAX: 209-830-3204

FAX registration form for Session IV to 850-784-7891. MAIL your check, money order, purchase order or credit card payable to FLIBS or Florida League of IB Schools, for \$650.00 (add \$25.00 late fee after October 21, 2007) to:

Bill Fussell
8326 Tree Farm Road
Panama City, Florida 32404

For additional information, fax 850-784-7891 or e-mail fussewc@aol.com

IB DIPLOMA TEACHER TRAINING WORKSHOPS
Sponsored by The Florida League of International Baccalaureate Schools

Session III FLIBS Registration

December 5-8, 2007

All Subjects Are Level 2 except College Process is Level 3

PLEASE PRINT OR TYPE (FAX this form ASAP to reserve your place in this workshop.
FAX # 850-784-7891) or E-mail to: fussewc@aol.com

IB WORKSHOP SUBJECT: Spanish B SESSION: III

NAME:(for name tag) Nisia Fonseca

Participant's Title: Teacher, IB Spanish B Gender: F Language: English and Spanish

Participant's E-mail: nfonseca@tvsd.net

IB COORDINATOR AT YOUR SCHOOL: Terri Sargent

IB COORDINATOR'S E-MAIL: tsargent@tvsd.net

IB Coordinator PHONE: 209-830-3360 IB Coordinator FAX: 209-830-3363
X2081

SCHOOL: Tracy High School IB School Code: 0303

IB Region of School: ☒ North America ☐ Latin America ☐ Asian-Pacific ☐ Africa/Europe/Middle East

SCHOOL ADDRESS: 315 E. 11th St.

SCHOOL CITY: Tracy STATE: CA COUNTRY: USA ZIP: 95376

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Bill Fussell
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Panama City, Florida 32404

For additional information, fax 850-784-7891 or e-mail fussewc@aol.com

IB DIPLOMA TEACHER TRAINING WORKSHOPS
Sponsored by The Florida League of International Baccalaureate Schools

FLIBS

Florida League of International Baccalaureate Schools

Don Driskell

Summer Workshop Manager
8354 118th Street North
Seminole, FL 33772 USA
FAX: 727-319-6890
E-mail: dondrs@aol.com
www.flibs.org

Bill Fussell

Fall Workshop Manager
8326 Tree Farm Road
Panama City, FL 32404 USA
FAX: 850-784-7891
E-mail: fussewc@aol.com
www.flibs.org

Dear IB Coordinator:

The Florida League of IB Schools is again offering training for administrators and faculty. We are sending the information and registration forms early so you can make your plans well in advance. The sessions will be held at the Tradewinds resort in St. Pete Beach, Florida, not far from the Tampa International Airport.

Again this year will be Orientation Workshops on **EXPLORING THE IB**. These workshops are designed for: elementary, middle, and high school officials and teachers who are investigating the possibility of bringing the International Baccalaureate Programs to their schools. These are one-day sessions. Please pass the word about these sessions to your district leaders:

- **June 20, 2007**
- **December 2, 2007**

We are also offering level 2 teacher-training sessions:

- **Session I, June 23-26, 2007**
- **Session II, June 26-29, 2007**
- **Session III, December 5-8, 2007**

Don Driskell is the workshop manager for the June sessions and Bill Fussell is the workshop manager for the sessions in December. Please note that the registrations form and payment for the December sessions should be sent to Bill Fussell.

FLIBS has a history of successful workshops with sessions reaching capacity. We encourage you to register your participants as soon as possible to reserve their position in these workshops. Fax the forms to the appropriate manager and mail your check or purchase order accordingly.

Please feel free to contact us if we can be of any assistance or give you more information.

Sincerely,

Don Driskell and Bill Fussell

Workshop Managers

IB DIPLOMA TEACHER TRAINING WORKSHOPS
Sponsored by The Florida League of International Baccalaureate Schools
(IBO/IBNA Approved)
DIPLOMA SUBJECTS SESSION III: December 5-8, 2007

*All Subjects are Level 2 EXCEPT **

ADMINISTRATION
BIOLOGY
CAS
CHEMISTRY
COORDINATION
COUNSELING
ENGLISH A1

GEOGRAPHY
GERMAN B
MATHEMATIC SL
MATH STUDIES
SPANISH B
THEORY OF KNOWLEDGE
VISUAL ARTS

*COLLEGE APPLICATION PROCESS-L3

Registration Fee: \$650.00 (USD) Add \$25.00 to registrations made after October 21, 2007.

- No refunds for cancellations within 21 days of the workshop date.
- FLIBS reserves the right to cancel due to low enrollment.
- **All changes or cancellations must be done in writing.**
- We recommend that you do not purchase airfare until your registration is confirmed.
- Please register as soon as possible since these workshops tend to fill early.

Conference Preparation: Order markschemes, past exams, internal assessment booklets, etc., from IBCA (allow six weeks for delivery). For ordering information go to www.ibo.org, click on SERVICES and then go to PUBLICATIONS. Authorized schools can download publications from the Online Curriculum Centre. At www.ibo.org click on *Services* and then on *Online Curriculum Centre*. **Subject guides are provided by FLIBS.**

***Note:** Counseling, Coordination, and Administration do not need subject guides, etc.

Training Sessions: These IB Diploma training sessions are designed as Level 2 training. The instructors will provide activities beneficial to Level 2 participants (see Goals and Objectives of Workshops). ***However, there is one level 3 subject: The College Process.***

Tentative Schedule for Session III

	Meals
	Days 2-3-4
1st Day - Registration 3pm to 5pm	Breakfast
Plenary Session 5pm to 6:30pm	Day 2 and 3
2nd Day - IB Subject Sessions 8:00am to 3:30pm	Lunch
3rd Day - IB Subject Sessions 8:00am to 3:30pm	Dinner on your own each evening
4th Day - IB Subject Sessions 8:00am to noon	

Travel Information: You should fly into Tampa International Airport and take the Super Shuttle Limo to St. Pete Beach. It costs about \$40.00 for a round trip ticket. Call (727)-572-1111 for reservations (website: supershuttle.com).

Hotel Rooms: Reserve your hotel room now! All sessions are held at The Tradewinds Resort, 5500 Gulf Boulevard, St. Pete Beach, FL 33706. Room Rate: \$118.00
Reservations: 1-800-237-0707 or 727-367-6461 Ask for ext. 6023 for group reservations. Hotel website: <http://islandgrand.tradewindsresort.com>
FOR ADDITIONAL INFORMATION, CONTACT BILL FUSSELL: FAX: 850-784-7891 or E-MAIL: fussewc@aol.com



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: ~~JK~~ Dr. Sheila Harrison, Assistant Superintendent of Educational Services
DATE: September 11, 2007
SUBJECT: Approve Overnight Travel for the West High Girls Varsity Basketball Team to Atascadero, California on December 6-8, 2007.

BACKGROUND: For the past several years the West High Varsity Basketball Team has been fortunate enough to be invited to participate in prestigious tournaments throughout the State. This tournament hosts teams from different areas and backgrounds and encourages student fellowship with other teams in a social setting, as well as on the court. The tournament will be held Thursday, December 6 through 8, 2007. 14 Students will travel to and from the tournament in Atascadero, by District vans, driven by Joe Lawrence, Head Coach and Tina Afan, Assistant Coach. To accommodate the budget, they will stay at the Sands Suites and Motel in San Luis Obispo, a short distance from the tournament location.

RATIONALE: Tournament competition is a good venue to expose our teams to as it helps them to experience travel, socialization skills, working together as a team, and learn appropriate behavior when away from home. This will be a worthwhile learning experience for all the players. This meets Strategic Goal #4, Developing the Whole Student.

FUNDING: Expenses not to exceed \$2,000. Funds provided by the WHS Basketball program. Various fundraising activities were held last season and there will be no cost to West High or Tracy Unified School District.

RECOMMENDATION: Approve Overnight Travel for the West High Girls Varsity Basketball Team to Atascadero, California on December 6-8, 2007.

Prepared by: Herman Calad, Principal, West High School



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: ~~X~~ Dr. Sheila Harrison, Assistant Superintendent of Educational Services
DATE: ~~X~~ September 13, 2007
SUBJECT: Ratify Master Contract and Individual Services Agreements with NPS, North Valley School

BACKGROUND: Students with significant behavior needs were placed at North Valley School, a non-public school. IEP's for these students' determined that their needs could not be met in a public school. After attempting placement at several other Non-public schools, North Valley School agreed to take the students for the 2007 – 2008 school year. Ratification is requested at this time because the students are currently attending the Non-public school.

RATIONALE: Districts must offer a continuum of services, including nonpublic schools, to students with exceptional needs. Less restrictive placements have not been effective in meeting the students' need for intensive intervention. This request supports Goal #1: Provide a variety of learning opportunities in safe, caring learning environments in order to improve student achievement.

FUNDING: Contract expenses for the 2007 – 2008 school year include 180 days with per diem cost for basic education at \$154.33 per day and related services including a 1:1 aide at \$128.02 per day and Extended School year costs include 40 days with per diem costs of \$154.33 per day. Expenses for Individual Services Agreement will not exceed \$62,117.00. Seventy percent of contract expenses will be reimbursed by the San Joaquin County SELPA. Nonpublic tuition expenses are budgeted in account #01-6500-0-5750-1180-5800-800-2542.

RECOMMENDATION: Ratify Master Contract and Individual Services Agreements with NPS, North Valley School.

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

Tracy Joint Unified School District

CONTRACT YEAR -- 2007-2008

AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES MASTER CONTRACT

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

DEFINITIONS

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

Lynn Burns

Name

North Valley School.

Nonpublic School/Agency

P.O. Box 330

Address

Victor CA 95253

City State Zip

209-340-7900 209-340-7950

Phone Fax#

4. **DISPUTES**

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

5. **SUBCONTRACTOR AND ASSIGNMENT**

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

6. **INDEPENDENT CONTRACTOR STATUS**

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

7. **CONFLICT OF INTEREST**

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

8. TERMINATION

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

9. INSPECTION AND AUDIT

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

10. INDEMNIFICATION

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

11. INSURANCE

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

12. FREE AND APPROPRIATE PUBLIC EDUCATION (FAPE)

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

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

13. DEFINITION OF PARENT

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

14. DEFINITION OF DAY

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

15. QUALIFIED PERSONNEL AND CLASS SIZE

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

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

16. SCHOOL CALENDAR

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

17. ATTENDANCE ACCOUNTING/REPORTING

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

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

18. INSTRUCTIONAL MINUTES

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

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

19. INDIVIDUALIZED EDUCATION PLAN (IEP)

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

20. INSTRUCTION/CURRICULUM

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

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

21. NUTRITION

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

22. DISCIPLINE

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

23. MONITORING

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

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

24. PARENT ACCESS/RIGHTS

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

25. VACATION/HOLIDAYS

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

26. GRADUATION/DIPLOMAS/TRANSCRIPTS/CERTIFICATE OF COMPLETION

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

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

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

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

27. ASSESSMENTS/GRADING POLICIES/TRANSITION

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

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

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

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

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

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

28. PROGRESS REPORTING & ACCOUNTABILITY

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

29. ACCIDENT/INCIDENT REPORTING

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

30. HEALTH AND SAFETY

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

31. EMERGENCY PRECAUTIONS

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

32. SEXUAL HARRASSMENT

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

33. APPROPRIATE THERAPY SPACE

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

34. ADMINISTRATIVE DUTIES AND SUPERVISION OF STAFF

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

35. BEHAVIOR MANAGEMENT

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

36. STUDENT RETURN TO DISTRICT

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

37. SCHOOL CLOSURE

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

38. OTHER PROVISIONS

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

39. INDIVIDUAL SERVICE AGREEMENTS

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

40. PAYMENT PROVISION

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

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

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

41. **RIGHT TO WITHHOLD**

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

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

42. AUDIT EXCEPTIONS

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

43. MAINTENANCE OF RECORDS

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

44. TERM OF CONTRACT

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

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

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

RATE SCHEDULE

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

<u>➤ BASIC EDUCATION PROGRAM</u>	<u>RATE</u>	<u>PERIOD</u>
<u>➤ As set forth in the IEP for 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>	<u>220 days</u>
9) Other <u>Extended School Year</u>	<u>\$154.33</u>	<u>40 days</u>
10) Other _____	_____	_____

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

NOTES:

CONTRACTOR

Nonpublic School/Agency

Contracting Officer's Date
Signature

Executive Director Date

Tax I.D. # _____

LEA

Tracy Unified School District
Name of District or Local Education Agency

Nancy E. Hopple, Director Special Education Date

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

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EDUCATIONAL SERVICES MEMORANDUM

To: Dr. James C. Franco, Superintendent
From: ~~W~~ Dr. Sheila Harrison, Assistant Superintendent for Educational Services
Date: September 10, 2007
Subject: Ratify Master Contract and Individual Services Agreement with Options in Education, NPS

BACKGROUND: Two students with significant behavior needs had been placed at one non-public school, but the students were removed from that program. After contact with many other non-public schools, Options in Education agreed to place the students for the 07/08 school year. An IEP was held to change placement to Options in Education, a non-public school. Ratification of the master contract and the individual services agreements are necessary at this time because services have already begun at Options in Education.

RATIONALE: The students at Options in Education are 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 the needs of these students. This request supports Goal #1: Provide a variety of learning opportunities in safe, caring learning environments in order to improve student achievement.

FUNDING: Contract expenses for the 2007-2008 school year include 180 days for basic education with per diem costs at \$145.01 for one student and 180 days for basic education with per diem costs at 132.58 for the second student, for a total of \$49,966.20. 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 Options in Education, NPS

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

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: Options in Education

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
Basic Education Program - regular school year			180	\$132.58	\$23,864.40
				Subtotal	
daily maint. min.	rate per period	daily cost	x no. days		
Basic Education Cost					

B. Designated Instructional Services & Related Services

Service Unit	Service	Maximum Units	Service Unit Rate	Maximum Service Cost
Maximum				\$23,864.40

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

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: Options in Education

Pupil Name: Residential Setting:
Birthdate: Social Security #:
Grade:
Pupil Address:
City, State & Zip: Pupil Phone #:
Parent/Guardian/Surrogate Name: Parent Phone #: 209-832-4124
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	\$145.01	\$26,101.80
				subtotal	
daily maint. min.	rate per period	daily cost	x no. days		
Basic Education Cost					

B. Designated Instructional Services & Related Services

Service Unit	Service	Maximum Units	Service Unit Rate	Maximum Service Cost
Maximum				\$26,101.80

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 -- 2007-2008

AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES MASTER CONTRACT

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

DEFINITIONS

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

Craig Fredericks, Chief Operation Officer

Name

Options In Education, INC.

Nonpublic School/Agency

555 W. Benjamin Holt Dr. Ste. 420.

Address

Stockton

CA 95382

City

State Zip

209-477-9177

209-337-0108

Phone

Fax#

4. **DISPUTES**

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

5. **SUBCONTRACTOR AND ASSIGNMENT**

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

6. **INDEPENDENT CONTRACTOR STATUS**

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

7. **CONFLICT OF INTEREST**

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

8. TERMINATION

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

9. INSPECTION AND AUDIT

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

10. INDEMNIFICATION

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

11. INSURANCE

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

12. FREE AND APPROPRIATE PUBLIC EDUCATION (FAPE)

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

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

13. DEFINITION OF PARENT

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

14. DEFINITION OF DAY

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

15. QUALIFIED PERSONNEL AND CLASS SIZE

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

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

16. SCHOOL CALENDAR

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

17. ATTENDANCE ACCOUNTING/REPORTING

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

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

18. INSTRUCTIONAL MINUTES

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

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

19. INDIVIDUALIZED EDUCATION PLAN (IEP)

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

20. INSTRUCTION/CURRICULUM

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

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

21. NUTRITION

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

22. DISCIPLINE

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

23. MONITORING

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

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

24. PARENT ACCESS/RIGHTS

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

25. VACATION/HOLIDAYS

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

26. GRADUATION/DIPLOMAS/TRANSCRIPTS/CERTIFICATE OF COMPLETION

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

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

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

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

27. ASSESSMENTS/GRADING POLICIES/TRANSITION

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

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

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

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

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

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

28. PROGRESS REPORTING & ACCOUNTABILITY

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

29. ACCIDENT/INCIDENT REPORTING

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

30. HEALTH AND SAFETY

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

31. EMERGENCY PRECAUTIONS

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

32. SEXUAL HARRASSMENT

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

33. APPROPRIATE THERAPY SPACE

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

34. ADMINISTRATIVE DUTIES AND SUPERVISION OF STAFF

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

35. BEHAVIOR MANAGEMENT

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

36. STUDENT RETURN TO DISTRICT

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

37. SCHOOL CLOSURE

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

38. OTHER PROVISIONS

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

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

39. INDIVIDUAL SERVICE AGREEMENTS

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

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

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

40. PAYMENT PROVISION

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

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

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

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

41. **RIGHT TO WITHHOLD**

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

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

42. AUDIT EXCEPTIONS

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

43. MAINTENANCE OF RECORDS

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

44. TERM OF CONTRACT

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

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

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

RATE SCHEDULE

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

<u>➤ BASIC EDUCATION PROGRAM</u>	<u>RATE</u>	<u>PERIOD</u>
➤ <u>As set forth in the IEP for student (A) & (B)</u>	\$145.01(A)	<u>180 days</u>
	\$132.58(B)	<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

NOTES:

CONTRACTOR

LEA

Nonpublic School/Agency

Nancy E. Hopple, Director of Special Education

Contracting Officer's Date
Signature

Deputy Superintendent's Signature Date
Educational Services

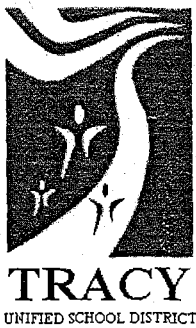
Name and Title (type) Date

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

Tax I.D. # _____

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EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: *JS* Dr. Sheila Harrison, Assistant Superintendent of Educational Services
DATE: September 11, 2007
SUBJECT: Approve Out-of-State Travel to Redmond, WA, for Sara Windsor to Attend Microsoft E14 (Exchange) Customer Summit and Labs, January 9-11, 2008.

BACKGROUND: Microsoft Corporation has invited Sara Windsor to attend the Microsoft E14 Customer Summit and Labs in Redmond, WA, on January 9-11, 2008.

RATIONALE: Tracy Unified School District uses a Microsoft product, Exchange Server, to provide email services for both students and staff. The District has been utilizing Exchange since its early versions to provide messaging services for staff and in the last several years for students as well. During this past year, the District participated in a "Technology Adoption Program" (TAP) for the newest version of Exchange which added Unified Messaging (voicemail) services to the Exchange portfolio at significant cost savings to the District. This conference will focus on technical knowledge, features and testing of the next version of Exchange, code named E14, as well as direct discussions with the Exchange Product Managers responsible for the development of the Exchange product. It is an honor to be invited and is an outstanding opportunity to keep the District's technology department knowledgeable and up-to-date as we continue to do everything we can to provide students, staff and parents with robust, reliable and up-to-date technology services. This meets Strategic Goal #3, Technology as a tool for improvement in classrooms and operations.

FUNDING: Expenses are paid for by the Information Services and Educational Technology funds. Approximate cost is \$1500.00.

RECOMMENDATION: Approve Out-of-State Travel to Redmond, WA, for Sara Windsor to Attend Microsoft E14 (Exchange) Customer Summit and Labs, January 9-11, 2008.

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



TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: ~~Dr.~~ Sheila Harrison, Assistant Superintendent of Educational Services
DATE: September 5, 2007
SUBJECT: Ratify Master Contract and Individual Services Agreements with NPS, Spectrum Center School

BACKGROUND: A Tracy Unified student with Autism attends Spectrum Center School a nonpublic program for students with exceptional needs. The IEP team for the student determined his needs could not be met in a public school placement at this time. The two IEP's were held in October and June, therefore ratification is requested at this time.

RATIONALE: Districts must offer a continuum of services, including nonpublic schools, to students with exceptional needs. Less restrictive placements have not been effective in meeting the students' need for intensive intervention. This request supports Strategic Goal #1: Provide a variety of learning opportunities in safe, caring learning environments in order to improve student achievement.

FUNDING: The total contract expenses for this school year includes per diem cost for basic education and related services including speech and language and occupational therapy. Expenses for Individual Services Agreement will not exceed \$52,764.00. Seventy percent of contract expenses will be reimbursed by the San Joaquin County SELPA. Nonpublic tuition expenses are budgeted in account #01-6500-0-5750-1180-5800-800-2542.

RECOMMENDATION: Ratify Master Contract and Individual Services Agreements with NPS, Spectrum Center School.

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

(Education Code sections 56365, 56366, et seq.) (Page 1 of 2)

NON EDUCATIONAL PLACING AGENCY: (If applicable) _____

	SERVICE PROVIDER			TOTAL MINUTES HRLY/PER WEEK/OR SESSION	COST PER SESSION				# OF WKS	ANNUAL MAX TOTAL COST FOR CONTRACT PERIOD
	LEA	NPS/A	OTHER		DLY	WKLY	HRLY	GROUP		
Occupational Therapy: 1 Direct &		X		90 Min/Week for 44 Week			106.00			\$6,996.00
Speech Therapy: 1 Direct & Consult		X		90 Min/Week for 44 Week			86.00			\$5,676.00
Speech Therapy: 1 Direct & Consult		X		60 Min/Month for 12 Month			86.00			\$1,032.00
Speech Therapy: 2 Group Oth		X		Min/ for			56.00			\$0.00

\$
\$ 52,764.00
\$ 251.26

**INDIVIDUAL SERVICE AGREEMENT FOR NONPUBLIC, NONSECTARIAN
SCHOOL/AGENCY SERVICES**

(Education Code sections 56365, 56366, et seq.) (Page 2 of 2)

PUPIL NAME: _____
(Last) (First) (Middle)

All terms and conditions of the current Master Contract for Nonpublic, Nonsectarian School/Agency Service (NPS/NPA), hereinafter referred to as the Master Contract, previously executed by the parties hereto, are incorporated herein by reference. The Contractor will implement the Individualized Education Program (IEP) in accordance with this Agreement and the Master Contract, and will request an IEP review prior to any change in the service program. Invoices shall be submitted based on actual service provided and attendance standards addressed in the Master Contract.

The parties hereto have executed this contract by and through their duly authorized agents or representatives. This contract is effective on 7/1/2007 and terminates at 5:00 PM on 6/30/2008 unless sooner terminated as provided herein.

-CONTRACTOR-

-LOCAL EDUCATIONAL AGENCY-

Gail Debiec AUG 01 2007
(Authorized Signature) (Date) (Authorized Signature) (Date)

Gail Debiec
(Type or Print Name) (Date) (Type or Print Name) (Date)

Spectrum Center, Inc.
(Name of NPS/NPA) (Name of District, SELPA, County Office)

16360 San Pablo Ave.
(Mailing Address) (Mailing Address)

San Pablo, CA 94806
(City/State/Zip Code) (City/State/Zip Code)

ADDENDUM TO MASTER CONTRACT/AGREEMENT

Notwithstanding anything in the Master Contract/Agreement to the contrary, LEA hereby acknowledges and permits the subcontracting by CONTRACTOR of various independent contractors to perform the Individual Service Agreements, subject to Section 14 of the Master Contract. CONTRACTOR agrees to notify LEA if changes occur in the list of sub-contractors provided with this addendum.

CONTRACTOR: Spectrum Center

LEA: Tracy Unified School District

By: Gail Debièc

By: _____

Name: Gail Debièc

Name: _____

Title: Vice President Operations ESA/Spectrum

Title: _____

LIST OF 2007-2008 SUB-CONTRACTORS

1. Progressus Therapy, Tiburon, CA
2. Simoneon Pediatric Development Center, San Jose, CA
3. Integrated Intervention for Children with Autism, Mountain View, CA
4. Speech & Language Professional Services, Fountain Valley, CA
5. Ralph Parker, Santa Rosa, CA

**AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES
MASTER CONTRACT**

Contract year 2007/2008

Contract Number _____

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

This Master Contract is made and entered into this 1st day of July 2007 between Tracy Unified School District (Public Education Agency) County of San Joaquin, herein after referred to as the "LEA" (district, county office of education or special education local plan area, and Spectrum Center, Inc. (Nonpublic, nonsectarian school/agency), herein after referred to as "CONTRACTOR" for the purpose of providing special education and related services to individuals with exceptional needs under the authorization of Education Code Sections 56157 abd 56365-56366.5. 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 is executed between LEA and CONTRACTOR on behalf of such individual or interim telephone approval is given to the CONTRACTOR by a representative of the LEA.

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

CONTRACT RELATIONS AND INSURANCE PROVISION

1. MODIFICATIONS AND AMENDMENTS

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

2. NOTICES

All notices provided for by this contract shall be in writing and may be delivered by certified or registered mail, postage prepaid.

Notices to CONTRACTOR shall be addressed to:

Notices to LEA shall be addressed to:

Gail Debiec, Vice President Operations ESA-Spectrum
Name

Cindy Everhart
Name

SPECTRUM CENTER 244-7536-0
Nonpublic School/Agency State ID

Tracy Unified School District
LEA

16360 San Pablo Ave.
Address

1875 West Lowell Ave.
Address

San Pablo, CA 94806
City/State/Zip

Tracy, CA 95376
City/State/Zip

510/741-5440 20-1477571
Phone Tax ID #

209-830-3270
Phone

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

3. SUBCONTRACT AND ASSIGNMENT

CONTRACTOR shall neither enter into subcontracts or assignments for any of the work contemplated under this contract nor assign this contract without first obtaining written approval from LEA. Such approval shall be attached and made part of this contract. This contract binds the successors, assignees, agents, and representatives of CONTRACTOR. Sub-contracts may be entered into only with written authorization by the LEA.

4. INDEPENDENT CONTRACTOR STATUS

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

5. CONFLICTS OF INTEREST

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

6. TERMINATION

This Master Contract may be terminated for cause which shall include non-maintenance of current NPS/NPA certification. To terminate the contract either party shall give twenty (20) calendar days written notice. Upon termination without default of CONTRACTOR, LEA shall pay, without duplication, for all services performed and expenses incurred to date of termination.

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

Individual Service Agreements may be terminated without advance notice if both parties agree to do so in writing.

The LEA shall not terminate Individual Service Agreements because of the availability of a public class initiated during the course of the individual service agreement unless the parent agrees to the transfer of a pupil to a public school program.

7. INSPECTION AND AUDIT

CONTRACTOR shall provide reasonable access to, or forward copies of, any books, documents, papers, reports, records, or other matter relating to the contract upon reasonable request by LEA except as otherwise provided by law. All budgetary information and projections submitted by CONTRACTOR to LEA for purpose of contract negotiations shall be made available for the relevant contract period being audited to assess the extent to which funds were expended consistent with said budgetary information. Fiscal records are maintained by CONTRACTOR for five (5) years and are available for audit.

8. INDEMNIFICATION

CONTRACTOR shall defend, hold harmless and indemnify LEA and its governing board, officers, administrators, agents, employees, independent contractors, subcontractors, consultants, and other representatives, from all liabilities and claims for damage for death, sickness, or injury to any person(s) or damage to any property, including reasonable attorneys fees and costs without limitation all consequential damages, from any cause whatsoever arising from or connected with its service hereunder, whether or not resulting from the negligence of CONTRACTOR, its agents, subcontractors, or employees. CONTRACTOR shall save harmless and indemnify and defend LEA and its governing board, officers, agents and employees from all damages of every nature and description proximately caused by negligent or willful acts or omissions by CONTRACTOR, its agents or employees in the course of rendering service(s) under this agreement.

LEA shall defend, hold harmless and indemnify CONTRACTOR and its governing board, officers, administrators, agents and employees from all liabilities and claims for damage for death, sickness, or injury to any person(s) or damage to any property, including, without limitation all consequential damages, from any cause whatsoever arising from or connected with its service hereunder, whether or not resulting from the negligence of LEA, its agents or employees. LEA shall save harmless and indemnify and defend CONTRACTOR and its governing board, officers, administrators, agents, and employees from all damages of every nature and description proximately caused by negligent or willful acts or omissions by LEA, its agents or employee in the course of rendering service(s) under Contract.

9. INSURANCE

During the entire term of this contract and any extension or modification thereof, CONTRACTOR shall keep in effect a policy or policies of general liability insurance, including coverage of owned and non-owned vehicles used in relation to the performance of service(s) by CONTRACTOR, of at least \$250,000 for each person and \$1,000,000 combined single limit for all damages arising from each accident or occurrence and \$1,000,000 for all damages arising out of injury to or destruction of property for each accident or occurrence

Not later than the effective date of this contract CONTRACTOR shall provide LEA with certificate of insurance and written endorsements of insurance in a form approved by LEA. CONTRACTOR shall provide for the insurance provider to send written notice of cancellation or material changes in the above specified coverage to the LEA at least Twenty (20) calendar days before cancellation or material change. CONTRACTOR shall at its own cost and expense procure and maintain insurance under the Workers' Compensation Law. CONTRACTOR shall maintain professional liability insurance in an amount and form approved by LEA. Failure to maintain the above-mentioned insurance coverage shall be cause for termination of this contract. CONTRACTOR shall be responsible for verifying that Commercial General Liability (including non-owned auto), Auto Liability, Workers' Compensation (as required by California Labor Code), and Professional Liability, as required in this contract, is maintained by any subcontractors that the CONTRACTOR may retain.

10. GENERAL PROVISIONS

No charge of any kind to parents shall be made by CONTRACTOR for educational activities and related services specified on the pupil's IEP, including screening or interviews which occur prior to, or as a condition of, a pupil's enrollment under the terms of the contract, except as specified in writing in a due process procedure that is signed by all relevant parties and attached to the relevant pupil's Individual Service Agreement, or for voluntary extracurricular activities conducted subsequent to written notification to parents as to the cost and the voluntary and extracurricular nature of the activity. Unless the extra curricular activity takes place during a school vacation or holiday, pupils, not participating in the extra curricular activity, shall continue to receive special education and related services as set forth in their Individualized Education Programs.

11. For the purpose of the contract, a parent is the natural parent, adoptive parent, or legal guardian.

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

13. CONTRACTOR shall provide appropriately credentialed teachers, licensed professionals and individuals eligible for NPA/NPS certification, and class size consistent with California laws and regulations and with published LEA requirements existing at the time of CONTRACTOR'S execution of this contract unless a written waiver has been granted by the California Department of Education with respect to state laws and regulations, or by the LEA with respect to its requirements.

CONTRACTOR shall be responsible for verification of credentials and licenses held by its employees, agent, and sub-contractors and shall provide the LEA with a list of professional staff and copies of credentials, licenses, and/or registration numbers held by its employees, sub-contractors, and agents. Contractor will notify the LEA if any change in professional staff or credentialing of staff occurs within twenty (20) days of change.

14. CONTRACTOR shall submit a calendar with the total number of billable days not to exceed the total indicated on the rate schedule contained in this contract. 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 Individual Service Agreement for each pupil.

15. The minimum total number of instructional minutes per school day provided by CONTRACTOR shall be equivalent to the number of instructional minutes established for LEA schools unless otherwise specified on the student's Individualized Education Program. The number of instructional minutes shall be exclusive of recess, lunch, and passing time.

(Minimum minutes as defined in Education Code Sections 46112, 46113, 46114, 46142: 180 instructional minutes per day for pre-kindergarten. 180 instructional minutes per day for kindergarten. 240 instructional minutes per day for elementary grades one through six. 240 instructional minutes per day for secondary grades seven through twelve.)

The total number of annualized minutes of instruction shall be equivalent to those specified in the Education Code.

16. LEA shall provide CONTRACTOR with a copy of each pupil's Individualized Education Program. CONTRACTOR shall provide pupils a program of educational instruction and services within the nonpublic school, or nonpublic agency, which is consistent with each pupil's Individualized Education Program as specified in each pupil's Individual Service Agreement. The general program of instruction provided to pupils under the Individual Service Agreements shall be responsive to the LEA's required sequence of courses and related curriculum for pupils. CONTRACTOR'S general programs of instruction shall be described in writing and a copy provided to LEA prior to the effective date of this contract. Contractors shall establish grading policies to be followed unless otherwise specified in the pupil's IEP. Contractor shall ensure that individual transition plans are completed for all pupils over the age of 14 years.

Designated instruction and services provided by a NPS or 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 Individualized Education Program.

17. CONTRACTOR shall abide by state laws and regulations and LEA policies on corporal punishment, pupil transfer, suspensions and expulsions, including positive behavioral interventions.

18. CONTRACTOR shall keep attendance of each pupil daily and shall report attendance monthly to LEA using the forms and methods issued by the Superintendent of Public Instruction in January of each year. Such attendance shall be kept on attendance forms approved by Superintendent and the original and copies of such forms shall be filed with monthly invoices to LEA within thirty (30) days after the last day of each month. Separate attendance forms must be submitted for all related services as specified on Individualized Education Programs.

Original attendance forms submitted to the LEA with invoices for payment must be completed by the service provider whose signature must appear on said form(s). CONTRACTOR is responsible for verifying accuracy of said attendance forms and for informing service providers of their personal responsibility for the completion and accuracy of said forms. CONTRACTOR shall permit LEA representatives, upon reasonable notice, to meet with staff of CONTRACTOR for the purpose of discussing attendance reporting.

19. CONTRACTOR shall allow periodic monitoring of each pupil's instructional program by LEA and shall be invited to participate in the review of the pupil's progress by the LEA. Representatives of LEA shall have reasonable access to observe each pupil at work, observe the instructional setting, interview CONTRACTOR and review each pupil's progress, including the behavioral intervention plan, if any. CONTRACTOR agrees that LEA representatives may make unannounced monitoring visits. LEA representatives making site visits will initially report to CONTRACTOR'S site administrative office.

20. CONTRACTOR shall provide for reasonable parental visits to all of contractor's facilities including, but not limited to, the instructional setting attended by pupils, school and recreational activity areas, and pupil's living quarters. CONTRACTOR shall ensure that parental visits are in agreement with court order, if any.

21. CONTRACTORS 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. Contractor shall ensure that parental visits are in agreement with court order, if any.

22. A unit of service for payment purposes is one day of attendance or apportionment absence as defined in the Education Code (Sections 46010 et. seq.). LEA shall not be responsible for payment of services for days on which a pupil's attendance or absence does not qualify for average daily attendance (ADA) reimbursement under California law. Contractor is responsible for documentation of apportionment absences as required by Education Code.

For Designated Instructional Services provided by contractor, a unit of service for payment purposes shall not be credited for an excused absence when contractor is provided 24 hours advance verbal notification of the pupil's absence. Excused sessions must be made up within ten days. A unit of service for payment purposes shall not be credited to CONTRACTOR for CONTRACTOR'S staff development days.

23. 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 specified levels of proficiency in basic skills as measured by LEA approved proficiency tests. For pupils in grades 9, 10, 11, and 12, CONTRACTOR shall administer proficiency tests in accordance with LEA testing dates. LEA shall provide at least thirty (30) days advance notice to the contractor of the dates(s) by which such testing shall be completed.

At the close of each semester, for pupils in grades 9, 10, 11, and 12, CONTRACTOR shall prepare transcripts and submit them to the pupil's school of residence for evaluation of progress toward completion of diploma requirements.

24. Within 3 days after CONTRACTOR becomes aware of pupil's change of residence, CONTRACTOR shall notify LEA, on forms provided by LEA, of said change of residence. CONTRACTOR shall notify parents in writing of their obligation to notify CONTRACTOR of changes of pupil's residence.

If CONTRACTOR fails to follow these notification procedures, CONTRACTOR shall not be compensated for services delivered after CONTRACTOR became aware of pupil's change of residence to another district.

25. CONTRACTOR shall immediately report by telephone to LEA if pupil is removed from school by the parent. CONTRACTOR shall confirm such telephone call in writing.

26. No later than the 10th consecutive day of a pupil's absence, CONTRACTOR shall notify LEA of such absence. If CONTRACTOR fails to provide said notice by the 10th day of consecutive absence, CONTRACTOR shall not be compensated for services delivered after the 10th consecutive day of absence.

LEA shall not be responsible for payment for more than twenty (20) cumulative days of excused absence in one semester unless a written time extension is granted by LEA. LEA shall not be responsible for payment for days of unexcused absences.

29. CONTRACTOR agrees to complete a written accident report, on forms provided by LEA, and forward it to the LEA Unit when a student has suffered an injury that requires medical attention.

30. CONTRACTOR agrees to submit an incident report to the LEA when it becomes aware of circumstances that require notification be made to other agencies. These circumstances may include, but are not limited to, allegations of molestation, child abuse, injuries resulting from physical restraint, and Behavioral Emergency Reports.

31. Progress reports shall be sent by CONTRACTOR to LEA no later than December 1, 2006 and June 15, 2006. An updated report shall be submitted if there is no current progress report when pupils are scheduled for a review by the LEA's Individualized Education Program team or when a pupil's enrollment is terminated.

32. 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, IEP's, and results of proficiency testing.

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

34. CONTRACTOR shall not discriminate on the basis of race, religion, sex, national origin, age, sexual orientation, or disability in employment or operation of its programs.

35. 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.

36. CONTRACTOR will participate in all IEP meetings pertaining to students for whom it has service agreements, subject to at least 10 working days notice. Contractor will provide assessments and written assessment reports by service providers upon written request subject to at least forty (40) calendar days notice.

37. CONTRACTOR will participate in any state level due process activity including mediation or hearing when requested to participate by the parents or LEA for any child to whom the CONTRACTOR is or has provided service under this contract or other agreement.

38. CONTRACTOR shall notify LEA when Medi-Cal is billed for educationally related expenses.

Payment Provision

Rate Schedule - Perdiem

2007-2008 Perdiem Rates

Education service(s) offered by Spectrum Center, and the charges for such service(s) during the term of 2007-2008, shall be as follows:

A. Basic Education Program		Billable Days/Year	Period
Perdiem	\$186.00	210	July 1, 2007 - June 30, 2008
B. Related Services			
1 a. Transportation*	district shall pay third party costs plus 10% admin fee		
2 a. Adaptive Physical Education-Individual	\$41.00	1/2 hr session	
b. Adaptive Physical Education-Group	\$29.00	1/2 hr session	
c. Adaptive Physical Education Evaluation	\$136.00		
3 a. Language/Speech Therapy-Individual**	\$43.00	1/2 hr session	
b. Language/Speech Therapy-Group	\$28.00	1/2 hr session	
c. Language/Speech Therapy Evaluation	\$299.00		
4 a. Orientation/Mobility-Individual	\$53.00	1/2 hr session	
b. Orientation/Mobility-Group	\$42.00	1/2 hr session	
c. Orientation/Mobility Evaluation	\$377.00		
5 a. Occupational Therapy-Individual	\$53.00	1/2 hr session	
b. Occupational Therapy-Group	\$42.00	1/2 hr session	
c. Occupational Therapy Evaluation	\$377.00		
6 a. Vision-Individual	\$53.00	1/2 hr session	
b. Vision-Group	\$42.00	1/2 hr session	
7 a. Individual Counseling	\$53.00	1/2 hr session	
b. Group Counseling	\$40.00	1/2 hr session	
c. Psychological Evaluation	\$551.00		
8 a. One-to-One Instructional Aide	\$100.00	per day	
b. One-to-One Instructional Aide- Half Time	\$50.00	per day	
c. One-to-One Instructional Aide-Specialized Services	\$140.00	per day	

* Special education transportation provided through the use of services or equipment owned, leased, or contracted by LEA shall be provided directly by LEA or under subcontract with CONTRACTOR

**Includes Assistive Technology and Augmentative Services

40. PAYMENT DEMAND

CONTRACTOR shall submit written demand monthly for payment, said demand shall be made on a form and in the manner prescribed by the California Department of Education. CONTRACTOR shall submit said demands for payment for services rendered no later than thirty (30) days from the end of the attendance accounting period in which said services are actually rendered. 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.

CONTRACTOR shall submit rebilling payment no later than 30 calendar days when an invoice is returned to the CONTRACTOR. In the absence of a contract or individual service agreement, a payment demand may be submitted as specified in Education Code 56366(c)(1).

41. RIGHT TO WITHHOLD

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

42. AUDIT EXCEPTIONS

CONTRACTOR agrees to accept responsibility for receiving, replying to, and/or complying with any audit exceptions by appropriate LEA personnel or state or federal audit agencies occurring as a result of the CONTRACTOR'S performance of this contract. CONTRACTOR also agrees to pay to LEA within thirty (30) 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. Any and all audit exceptions must be specified in complete detail before any demand by LEA for any amount set forth therein.

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

OTHER PROVISIONS

44. During the term of this contract, CONTRACTOR shall comply with all applicable federal, state, State Board of Education, and local statutes, laws, ordinances, rules and regulations relating to the required special education and designated instruction and services and facilities for individuals with exceptional needs.

3 EC Section 56566.5(a) If the LEA fails to comply with subdivision (a) (payments within 45 days of request for payment of services), the Contractor may require the LEA to pay an additional amount of 1-1/2 percent of the unpaid balance per month until full payment is made.

4 If the pupil is enrolled with the contractor with the approval of the LEA prior to agreement to a contract or individual service agreement, the LEA shall issue a warrant, upon submission of an attendance report and claim, for an amount equal to the number of creditable days of attendance at the per diem rate agreed upon prior to the enrollment of the pupil. This provision shall be allowed for 90 days during which time the contract shall be consummated.

45. This contract and any exhibits or attachments hereto constitute the entire agreement between LEA and CONTRACTOR and supersede any prior or contemporaneous understanding or agreement with respect to the services contemplated.

46. The terms and conditions of this contract shall be governed by the laws of the State of California.

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

This contract is effective on July 1, 2007 and terminates at 5:00 p.m. on June 30, 2008 unless sooner terminated as provided herein.

SPECTRUM CENTER, INC

Tracy Unified School District

Gail Debiec

By: Name: Gail Debiec

Title: Vice President Operations ESA-Spectrum

Date: AUG 01 2007

By: Name: _____

Title: Superintendent

Date: _____



EDUCATIONAL SERVICES MEMORANDUM

To: Dr. Jim Franco, Superintendent
From: ~~Dr. Jim Franco~~ Dr. Sheila Harrison, Assistant Superintendent of Educational Services
Date: September 10, 2007
Re: Approve Agreement for Special Contract Services with Carrie Rose, Consultant, for The Parent Teacher Home Visit Project Training and Coaching to Provide a Presentation on September 28, 2007, at George and Evelyn Stein High School.

Background: Carrie Rose, Executive director of The Parent Teacher Home Visit Project, is a trainer and evaluator for the Model of Parent/Teacher Home Visits Program. Ms. Rose will present one workshop to the George and Evelyn Stein teaching staff, focusing on the relationship building process between families and teachers. In addition, Ms. Rose will continue to coach the teachers, when necessary by telephone, at no charge to effectively apply the techniques to meet site needs.

Rationale: The Parent Teacher Home Visit Program provides a valuable framework for focusing on listening and relationship building for first home visits. Second home visits focus on academic status of the child and parent capacity building. The end of the year culminates with an Evaluation Project based on student performance improvement. Key indicators assessed are student attendance, student academic performance, parental involvement, and communication between home and school. Through the implementation of The Parent/Teacher Home Visit Program at our school the key indicators assessed will show improvement in order to achieve the district's strategic goals. This agenda item meets Strategic Goal #6: Provide training and staff development opportunities that are designed to improve knowledge and skills of all employees.

Funding: The consultant's fee not to exceed \$1,000 will be paid with George and Evelyn Stein Block Grant Funds.

Recommendation: Approve Agreement for Special Contract Services with Carrie Rose, Consultant, for The Parent Teacher Home Visit Project Training and Coaching to Provide a Presentation on September 28, 2007, at George and Evelyn Stein High School.

Prepared by: Cynthia Johannes, Principal, George and Evelyn Stein High School

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Avenue, Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and The Parent Teacher Home Visit Project, 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: Offer a three hour training session at George and Evelyn Stein High School for parent/teacher home visits and effective parent engagement communication.
2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of three (3) HOURS/DAY(s) (circle one), under the terms of this agreement at the following location George and Evelyn Stein High School, 650 W. Tenth St. Tracy.
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
 - a. District shall pay \$ 1,000 per HOUR/DAY/FLAT RATE (circle one), not to exceed a total of \$ 1,000. 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 28, 2007, and shall terminate on September 28, 2007.
5. This agreement may be terminated at any time during the term by either party upon five day's written notice.
6. Contractor shall contact the District's designee, Cynthia Johannes at (209) 830-3395 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:

[Signature]
Consultant Signature (1)

9/12/07
Social Security Number (2)

9/12/07
Date

Executive Director
Title

3065 Freemont Blvd.
Address

Suite 1

Sacramento, CA 95818

Tracy Unified School District

9/12/07
Date

Title

0173960111010005800500
Account Number to be Charged

Cynthia Johannes
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: ContctSrvc.doc
Disk: S:\ebared

Step IV: You must then determine if there will be **Supplemental Costs**.

- A. How much will you allocate to each teacher to create teacher toolboxes? The toolboxes usually contain school supplies or information you will want to leave with families. *Note that many SB 33 schools estimated this cost to be approximately \$500 per site.*

Total Cost of Toolbox/supplies: \$500

- B. How much will you allocate for someone to oversee the project's administration on site (i.e.: time sheet collection and billing). *Again, many SB 33 schools estimated this cost to be approximately \$1,000 per school year. Also, any costs for a family night gathering?*

Total Cost of Administration of Project: \$1000 + \$500 = \$1500

- C. Does your staff need any ongoing or updated professional development training (i.e.: opportunities to review basics or to process successes and challenges during the course of the project). *For example, for approximately \$1000, our seasoned team could easily travel within CA and provide training/support to your staff regarding the progress of your project.*

Total Cost of Staff Development for Project: 1000

- D. Will you be using translators or other classified staff (i.e.: aides) to provide translation services for visits? If so, what will be that cost. *Many SB 33 schools allocated approximately \$1,000 for this expense.*

Total Cost of Translation Services for HVP: 1000

- E. **Total Supplemental Costs of Running Project:**
(Add Step VI (A) and (B) and (C) _____)

Step VII: **Total Cost of the HVP at your site:** _____

To figure this out, add the costs determined in Step III with the Total Supplemental Costs in Step VI (E).

Potential Funding Sources for Home Visit Programs: call us for samples of each!

Title I and Title II Funds

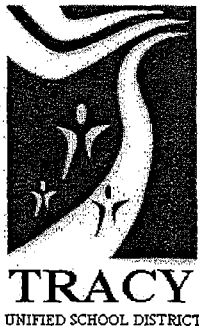
(School Site or District Level)

Corporations and Businesses

(Banks, Regional and Family Foundations)

Statewide Educational or Categorical Funds

(In California, AB and SB 33, the Nell Soto Home Visit Funds)



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: ~~Dr.~~ Sheila Harrison, Assistant Superintendent of Educational Services
DATE: September 6, 2007
SUBJECT: Ratify Contract with Rick Bledsoe, ATP for Independent Assistive Technology Assessment and Training

BACKGROUND: Board ratification is requested to contract for an Independent Assistive Technology Assessment and Training for a Special Education student. The contract is with Rick Bledsoe, ATP from AssisTech Services, Tools for Folks with Disabilities, to provide needed assessment and training. Ratification is necessary as services are currently in process.

RATIONALE: Districts must offer a continuum of services including, when necessary, Independent Educational Evaluations 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 achievement.

FUNDING: The contract rate is \$95.00 per hour, for a total of 16 hours. The total will not exceed \$1,520.00. Expenses are budgeted in account #01-6500-0-5770-1110-5800-800-2542.

RECOMMENDATION: Ratify Contract with Rick Bledsoe, ATP for Independent Assistive Technology Assessment and Training

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 , 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: Independent Assistive Technology assessment and training
2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to total of (16) HOURS, 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 \$95.00 per HOUR, not to exceed a total of \$1,520.00. 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 [X] MONTHLY PROGRESS BASIS, [] SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.
4. The terms of the agreement shall commence on September 1, 2007, and shall terminate on June 1, 2008.
5. This agreement may be terminated at any time during the term by either party upon thirty (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.
- (2) Whenever organizational names are used, the employer IRS Identification Number must be used instead of a Social Security Number.



AssisTech Services

Tools for Folks with disAbilities

310 East Vine Street

Stockton CA 95202

209 4654794

assistech@softcom.net

AssisTech Services provides support, consultation and evaluation services for folks with disabilities and the people that support them.

With 25+ years of teaching special education students of all ages and abilities in northern California public schools and 17+ years of specializing in augmentative and alternative communication (AAC) assistive technology (AT), Rick Bledsoe combines extensive experience with ongoing training to provide systematic and practical assistive technology services for students, teachers, parents and other stakeholders. In addition to a broad range of experience, Rick has acquired an AT credential from the Rehab Engineering {and Assistive Technology} Society of North America (RESNA) and all AssisTech Services consultants adhere to the code of ethics that is affirmed by this professional organization. Rick has taught graduate AAC/AT courses at Sacramento State University and San Jose State University as well as multiple presentations at the Cal State University Northridge (CSUN) conference, the American Speech and Hearing Association (ASHA), The Association for people with Severe Handicaps (TASH), and more.

Services include the areas of:

- ✓ Augmentative communication
- ✓ Access to the curriculum
- ✓ Alternative computer access
- ✓ IEP team support
- ✓ Tools for learning and reading
- ✓ Tools to support independence
- ✓ Environmental controls
- ✓ District/School/Class system change for Universal Design for Learning (UDL)

Professionals with specialized expertise such as occupational therapists, physical therapists and speech and language pathologists are recruited when needed.

Fees

Evaluation and consultation services:	\$95 per hour
In-service and training:	contact for details
Travel:	\$95 per hour (generally from Stockton)
Follow-up services:	contact for details

For more information contact:

Rick Bledsoe, ATP

Assistive Technology Practitioner



EDUCATIONAL SERVICES MEMORANDUM

To: Dr. James C. Franco, Superintendent
From: ~~Dr. James C. Franco~~ Dr. Sheila Harrison, Assistant Superintendent for Educational Services
Date: September 14, 2007
Subject: Ratify Master Contract and Individual Services Agreement with Children's Home of Stockton, NPS

BACKGROUND: The Board has approved a Master Contract with Children's Home of Stockton for the last twelve years. Also approved were Individual Service Agreements for nine different special education students. At present, there are 12 Tracy Unified School District students attending Children's Home of Stockton. The number of students attending Children's Home at any given time has some level of variability. Ratification is necessary due to the fact the IEP's are in place and the students are currently attending Children's Home for the 2007-2008 school year.

RATIONALE: These children 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 Goal #1: Provide a variety of learning opportunities in safe, caring learning environments in order to improve student achievement.

FUNDING: Contract expenses for the 2007-2008 school year include 180 days with per diem costs for 12 students with basic education at \$146.05 for a total of \$315,468.00. 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 Children's Home of Stockton, NPS.

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

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

AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES
MASTER CONTRACT

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

DEFINITIONS

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

Mike Dutra, Director

Name	
<u>Tracy Unified School District</u>	
LEA	
<u>1875 W. Lowell Avenue</u>	
Address	
<u>Tracy</u>	<u>CA 95376</u>
City	State Zip
<u>209-830-3270</u>	<u>209-830-3274</u>
Phone	Fax #

Name	
<u>Children's Home of Stockton</u>	
Nonpublic School/Agency	
<u>430 N. Pilgrim Street</u>	
Address	
<u>Stockton</u>	<u>CA 95205</u>
City	State Zip
<u>209-466-0853</u>	<u>209-466-0946</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 7/1/07 and terminates at 5:00 p.m. on 6/30/08 unless sooner terminated as provided herein.

RATE SCHEDULE

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

<u>> BASIC EDUCATION PROGRAM</u>	<u>RATE</u>	<u>PERIOD</u>
<u>> As set forth in the IEP for each student</u>	<u>146.05</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

Nonpublic School/Agency

Contracting Officer's Date
Signature

Name and Title (type) Date

Tax I.D. # _____

LEA

Nancy E. Hopple, Director of Special Education

Deputy Superintendent's Signature Date
Educational Services

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

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EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: ~~Dr.~~ Sheila Harrison, Assistant Superintendent of Educational Services
DATE: September 11, 2007
SUBJECT: Approve Mad Science After School Science Programs at Wanda Hirsch Elementary School October 2007 Through May 2008.

BACKGROUND: Mad Science® is the world's leading science enrichment provider. They deliver unique, hands-on science experiences for children that are as entertaining as they are educational. Mad Science is proud to introduce children to a world of discovery while sparking their imagination. Mad Science encourages scientific literacy in children in an age when science is as vital as reading, writing and arithmetic.

Mad Science sparks imaginative learning when school is out! These hands-on, one-hour science programs are themed around a particular area of science and include such topics as rocketry, magnets, polymers and even the science of toys. Children engage in exciting hands-on activities, watch spectacular demonstrations, participate in inquiry-based discussions and take home things that they have made themselves like model rockets, periscopes, Mad Science putty and more. Mad Science after-school programs offer children a chance to see just how cool science can be! Classes take place after school, and will take place in classrooms.

RATIONALE: This program meets the California State Science Framework for all grades k-5 in the area of Investigation and Experimentation. The California State Framework states that scientific progress is made by asking meaningful questions and conducting careful investigations. As a basis for understanding this concept, and to address the content of the other three strands, students should develop their own questions and perform their own investigations. This meets Strategic Goal #2, Quality Learning Environment.

FUNDING: The cost for a standard 6-week session is \$75 per student. The 8-week session is \$89 per student. This is an all-inclusive, one-time fee for the participants. The cost will be incurred per each student, and there is no cost to the district. Parents sign up for the classes on line, and the company will tell us how many students are participating. Total numbers and cost will vary per session, with no cost to Tracy Unified. Mad Science provides all equipment and materials. There are a limited number of scholarships available for students who cannot afford the cost.

The classes require a minimum enrollment of 15 paid students. To ensure the hands-on, interactive nature of the instruction, class size will be capped at 22. Registrations for numbers 23 through 29 will go on a waiting list. With the 30th registration, Mad Science will create 2 classes of 15. The ability to offer additional classes may be subject to instructor availability.

RECOMMENDATION: Approve Mad Science After School Science Programs at Wanda Hirsch Elementary School October 2007 Through May 2008.

Prepared by: Jon Fine, Principal, Wanda Hirsch Elementary School

MAD SCIENCE 2005 WORKSHOP DESCRIPTIONS

Biological Sciences

***BODY BASICS – K-2**

Study the science of your insides by learning about the major systems of the human body. Learn about how your food is digested, how your blood flows through your body and how your brain controls all of these parts.

DECOMPOSERS

Worms + Garbage = Fertilized soil and a lot of fun! Discover the important role that decomposers play in the food chain. Take an up-close look at some of the decomposers that are living and working in our environment everyday.

CELLS

Discover what make up the building blocks of life! This hands-on workshop provides students with an introduction to cell structure, including an understanding that cells are the building blocks of all living things, basic cell process and cell division.

***DINOSAURS**

Examine real fossil casts, and explore the differences in the teeth of dinosaurs that are herbivores and carnivores. Students will participate in a mini dinosaur excavation and make a cast of a dinosaur tooth to take home.

***SEEKING OUR SENSES**

Explore all five senses. Test your vision with optical illusions, experiment with your hearing, and try your hand at reading Braille.

***EXPLORING ECOSYSTEMS**

Investigate the interconnections present in nature. This workshop will introduce students to the elements of ecosystems. Students will build ecosystem models, explore the elements of energy webs, reflect on how humans impact ecosystems, and use field journals for everyday explorations.

PHOTOSYNTHESIS

Plants use the sun's energy to make their own food? Children will explore how this works during this hands-on introduction to photosynthesis. They will discover the chemical processes at work in the plant, plant respiration, and the role of plants in food webs.

***MMM...TASTE**

Put on your lab coat and stick out your tongue as you discover the delicious biology behind your taste buds.

Earth Sciences

MINERAL MANIA

Recreate the process of rock formation and devise ways to identify and classify rocks and minerals. Experience the thrill of panning for gems; the gems you find, you can take home for further study and identification.

BLACK AND BLUE OCEANS

Students will devise and test oil spill techniques in a mock oil spill. They will also explore the causes and remedies for acid rain through pH testing and monitoring methods.

*SPACE... THE FINAL FRONTIER

These are the voyages of young inquiring minds on a quest to discover Space! Their mission: to take an exciting look at planets, moons, comets, and the stars... to boldly go where bright young minds love to go. (Space suits not required.)

Physical Sciences

SLIPPERY SCIENCE

This class demystifies one of the most fascinating and beneficial molecules known to mankind... Polymers!

SOUND BASICS

Surf sonic sound waves in this "off beat" class. We will explore how sounds are created and transmitted.

MAGNIFICENT MAGNETS

Discover the invisible fields surrounding magnets with our iron filings. Devise and perform experiments to test magnetic strength.

WHERE'S THE AIR

This dynamic class explores the concepts of air pressure and buoyancy through hands-on experimentation and thought-provoking demonstrations.

PLAYING WITH POLYMERS

Dissolve Styrofoam with a mystery chemical and make your very own slime to take home and experiment with.

*MATTER OF FACT

Explore molecules and how they are held together. See the dramatic differences between physical and chemical changes as you mix up a batch of your very own Mad Science® putty to take home.

GOOD VIBRATIONS

Investigate the science of sound. You will be amazed as you hear church bells through your fingers and music through your teeth!

ELECTRICITY

Excite some electrons as you construct some serious circuits. Test various materials for conductivity with space-age plasma balls. Finally, create and play an electronic game.

ACIDS AND BASES

Uncover the secrets of chemistry and the effects acids and bases have on our daily lives. Learn to test for acid rain, make your own CO₂ fire extinguisher, and watch as a film canister pops using an acid and a base!

*DRY ICE

Discover the states of matter by looking at frozen CO₂. Learn about the properties of one of nature's most common substances and how they pertain to other everyday items. Make a penny shiver and take a dry ice bubble bath.

MAD SCIENCE MACHINES

Watch teams of elementary-age engineers working together with pulleys and levers. Children will have so much fun problem-solving, designing and testing just like real engineers, they'll forget that they're learning!

** Starred topics are also available as Pre-K workshops*



After School Program Confirmation

Dear Rechelle Pearlman,

Thank you for choosing Mad Science. Here are the details for the session. We look forward to presenting your students with an exciting and enriching after school program.

Please confirm the details below to help us ensure that you will have a hassle-free and rewarding experience.

Contact: Rechelle Pearlman
Title:
Location: Wanda Hirsch Elementary
1280 Dove Dr.
Tracy CA 95376

Work Phone: [1] 209-830-3312 Ext:
Alt Phone:

Course Details

System: 4
Start Date: 10/18/2007
End Date: 11/29/2007
Skip Dates: 11/1; 11/22

Class Day: Thursday
of Weeks: 6
Grades: ??
Class Start Time: 3:15 PM

Registration Details

Who Copies Reg. Forms? ??
Master/Copies Delivery: ??
Send Reg. forms to: ??
Registration Deadline: 10/18/2007
Distribute form by: ??

Rosters Compiled By ??
Roster Pickup Date ??
Total Cost: \$75.00 per student;
15 min/20 max
Checks Payable to: Mad Science

Please consider this your confirmation.

Carefully review all the details and immediately report any changes to the Mad Science office.

ACORD CERTIFICATE OF LIABILITY INSURANCEOP ID 1D
CHRIS04DATE (MM/DD/YYYY)
09/10/07

PRODUCER

Hylant Group - Toledo
811 Madison Ave
Toledo OH 43604
Phone: 419-255-1020 Fax: 419-255-7557

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.

INSURED

Doug Christensen dba Mad
Science of Sacramento Valley
3747 West Pacific Ave, Ste K
Sacramento CA 95820

INSURERS AFFORDING COVERAGE

NAIC

INSURER A: Philadelphia Indemnity Insr Co

18058

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING
ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR
MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH
POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A X	GENERAL LIABILITY				EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	PHPK199141	12/01/06	12/01/07	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$ *15,000
	<input checked="" type="checkbox"/> Abuse/Molestation	PHPK199141	12/01/06	12/01/07	PERSONAL & ADV INJURY \$ 1,000,000
					GENERAL AGGREGATE \$ 2,000,000
					PRODUCTS - COMP/OP AGG \$ 2,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			
A	AUTOMOBILE LIABILITY	PHPK199141	12/01/06	12/01/07	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS				
	<input checked="" type="checkbox"/> NON-OWNED AUTOS				
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC \$
					AUTO ONLY: AGG \$
	EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE \$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$
					\$
	<input type="checkbox"/> DEDUCTIBLE				\$
	<input type="checkbox"/> RETENTION \$				\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATU-TORY LIMITS OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT \$
	If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE \$
	OTHER				E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Certificate Holder is included as an Additional Insured ATIMA.

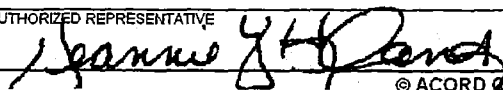
CERTIFICATE HOLDER

Tracy Unified School District
1875 Lowell Avenue
Tracy CA 95376

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.



AFTER-SCHOOL SCIENCE HOW-TO MANUAL

The materials presented in this How-To Manual are designed to help your organization efficiently and effectively implement a successful Mad Science After-School Science Program. Most, if not all, of your questions should be answered in this manual. Please feel free to contact the Mad Science office (916-736-2924) at any time should you have additional questions.

Why have a Hands-on Science After-School Science Program?

National PTA studies have shown that families desire after-school programs at their school in overwhelming numbers. Students enrolled in these programs improve their in-school performance. The school as a whole benefits from better student attendance, behavior and higher test scores. However, implementing an after-school program can be quite daunting. **Mad Science has almost 20 years experience with offering fun, hands-on science programs in after-school settings.** With our stand-alone program, we can do everything for you and your school so that your staff or parent volunteers can concentrate their efforts elsewhere. We do not stop at offering just a fun science program to several of your students. Mad Science creates a partnership with your entire school by offering a multitude of additional benefits for your students, parents and PTA.

What's included in a Mad Science After-School Science Program

- **School Assembly Kick-off:** Immediately before or during registration, our high-energy, action-packed half hour performances will excite your students about science and inform them of what they can expect should they sign up for Mad Science. Assemblies can be split by grade level (K-2 and 3-6) to ensure grade and age appropriate instruction.
- **Registration Materials:** All registration forms are provided. They are customized for your program, delivered to your school and bundled for each teacher's classroom. Full color posters are also available for display at the school.
- **Payment Processing:** Mad Science can collect all funds on your behalf through check, credit card or on-line registration.
- **Scheduling and Rosters:** When you have Mad Science handle the registration, we confirm all participants, create all class rosters and inform all parents and students of their instruction dates. Blank documents are provided should you process the registrations and payments yourselves.
- **Instruction:** Mad Science provides all equipment and materials. Our certified instructors arrive in Mad Science lab coats at least 15 minutes before class to set-up their equipment. Every Mad Scientist assumes responsibility for each student in his care until released to an authorized parent or guardian.
- **Take-homes:** Each week students take home a completed project or product related to the class topic.
- **Scholarships:** Our mission is to bring fun science to all children in our area. Therefore completely free entry into the Mad Science program is available.
- **Scholarships for Rooms:** One scholarship is awarded free of charge to each teacher who provides a classroom for our programs.



- **Fundraising Support:** To help your school with its fundraising efforts, Mad Science will donate a deluxe birthday party with a retail value of over \$180. These are frequently used in PTA auctions or as student raffles.
- **Science Fair Judging:** We will be happy to send a Mad Scientist to your science fair to participate in the activities, judge the entries or award the prizes.

REGISTRATION FORM

Starting a Mad Science After-School Science Program is easy...

- 1) Fax this form to Mad Science at 866-846-3563 – call us with any questions at 916-736-2924.
- 2) Provide space for your Science Program. Classrooms in grades 3 - 6 are preferred.
- 3) Schedule your free Mad Science assembly.
- 4) Send the registration forms home with your students – we provide the forms!

It's that simple!

We can handle all registrations, payment processing and other program details or we work with your established system. See enclosed Frequently Asked Questions for program options. Science Programs are available any day of the week and can start at any time of the year. There is no obligation or cost to your organization. If enrollment does not meet the minimum (15 students), we cancel the class. We will create and provide the class rosters before the first class so you can let your teachers know which students are participating in the Mad Science After-School Science Program.

Yes! We want a Mad Science Program at our school! Fax form to 866-846-3563.

School Name: _____ Locality: _____

Contact Name(s): _____

Daytime Phone(s): _____ Alt. Phone(s) or Cell _____

Dismissal Time: _____ School Enrollment: _____ After-Care Program: Y N

Start date (week of...) _____ End Date (week of...) _____ # of Weeks _____

How many registration forms will you need? _____ sets of _____ and _____ sets of _____

Day(s) of class:

Indicate preference with 1 – 3, (most to least desired). "X" days that are not available. Use each number more than once if multiple classes/days are available. For maximum flexibility for your students choose two consecutive days. Mad Science offers classes that are age and grade appropriate. If numbers permit, classes will be split into K-2 and 3-6.

Monday _____ Tuesday _____ Wednesday _____ Thursday _____ Friday _____

Dates with no class: _____

Requested Date/Time of Free School Assembly (ies): _____

*Dates may be subject to instructor availability so respond early to confirm your registration.
Completion of this form does not guarantee acceptance nor obligate Mad Science in any way.
See attached FAQ's for additional information concerning scheduling and class confirmation.*

Mad Science Use Only:

ASP Code: _____

System: _____ # of Weeks: _____ Instructor(s): _____

Start Date: _____ End Date: _____ Class Start Time: _____ Class Day(s): _____

No Class(es) on: _____

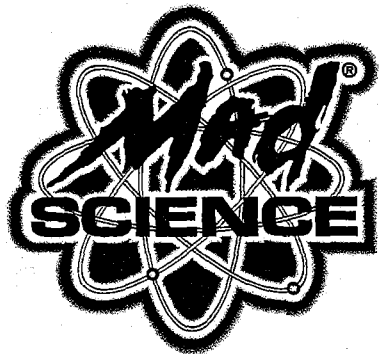
Registration Format: _____ Master Copies Copy Date: _____

Mark Mtrl Date: _____ Form Dist Date: _____ Registration Deadline: _____

Roster Due Date: _____ Compiled By: MS School PTA Conf Mail Date: _____

Checks Payable to: MS School PTA Cost of Program: _____ Invoice Date: _____

Notes: _____



AFTER-SCHOOL SCIENCE FAQ

FREQUENTLY ASKED QUESTIONS

What is Mad Science?

Founded in Montreal, Canada in 1985, Mad Science has grown to over 150 locations in over 25 countries. We are the world's leader in fun science for children. Mad Science conducts educational, entertaining and hands-on science activities for elementary age children throughout 8 counties surrounding Sacramento, California. Our unique brand of exciting, interactive activities instills a clearer understanding of how science affects the world around them. Through Mad Science, your students will be able to touch, see, hear, smell and taste what science is really all about.

Is this a stand-alone after-school program?

Mad Science takes all the hassle and frustration out of running an after-school program as we do all the work for you. We are typically sponsored by the PTA or school administration and run our science programs separately from any other programs at your school. Should your school offer one, we will be very happy to work within an existing enrichment program.

What is our time commitment to your program?

If you elect the turn-key approach, other schools have told us they have implemented a Mad Science program with only 2 to 4 hours of time investment. Your commitment typically occurs before the registration period as schools work with our Science Program Specialists to finalize the program details and coordinate with the school administration to secure the classrooms.

How long are your programs (weeks and hours)?

Our standard programs are 6 or 8 weeks, 1 hour per week and held immediately after school. Because of the flexibility of our programming, Mad Science can accommodate program requests of 4 to 10 weeks. See "What are Your Suggested Program Start Dates?" below for how your school can offer after-school science enrichment throughout the school year.

What is the cost?

There is never any cost to your school or PTA/PTO to sponsor a Mad Science after-school Science Program. There is never a registration fee, deposit or cancellation fee associated with our programs. The cost for a standard 6-week session is \$75 per student. The 8-week session is \$89 per student. This is an all-inclusive, one-time fee for the participants. Mad Science provides all equipment and materials.

What are your suggested program start dates?

With the ease of implementation, the popularity and variety of our instruction and the no obligation nature of our programs, most schools elect to offer Mad Science multiple times throughout the school year. To accommodate the widest range of student schedules while taking into consideration school holidays, both 6 week and 8 week courses are very popular. A 6-week course allows for an extra series to be offered during the year and reduces the waiting time for students who were unable to attend due to scheduling conflicts with other activities. A 6-week course is also more affordable for more families.

What if our schedule does not correspond with the dates above?

Due to the number of schools we work with, the number of concurrent programs we run and the amount of equipment scheduling necessary to support these programs, Mad Science has a small window of time to start our programs. We typically have a week's leeway on either side of the above Sample Program Dates. Please check with your Science Program Specialist to determine what can be done outside of these dates.

Mad Science after-school Science Programs can start at any time during your school year. Although, the above dates will provide your students with the greatest availability of these popular classes, you do not have to offer a Mad Science class during each of the periods outlined above. Combinations of 6-week and 8-week series (or other durations) can be offered during your school year.

How long does it take to implement a program? How much lead-time is necessary?

The most important part of the process is to register your interest in having a Mad Science after-school program. To do this, simply fill out the attached registration form and fax it to our office. **It is critical that you do this as soon as possible because our programs sell out.** There is no cost to register as there is never any financial obligation to your school or organization. A Science Program Specialist will contact you to finalize the program details [day(s) of the week, number of weeks, start and end dates, date of the assembly, etc].

The ideal program implementation process takes about 2 hours spread over 3 weeks according to the below time-line. More compressed schedules are possible but are slightly less effective.

3 weeks before class begins –

- Your free, all school assembly is conducted
- Marketing materials are displayed
- Registration materials are delivered and sent home with your students
 - Students typically have 7 days to return their registration forms

2 weeks before class begins –

- Registration ends and Mad Science processes enrollments

1 week before class begins –

- Student confirmations and class rosters are delivered to your organization

Do you have a minimum class size? A maximum class size?

Our classes require a minimum enrollment of 15 paid students. To ensure the hands-on, interactive nature of our instruction, class size will be capped at 22. Registrations for numbers 23 through 29 will go on a wait list. With the 30th registration, Mad Science will create 2 classes of 15. The ability to offer additional classes may be subject to instructor availability. Predicting enrollment is crucial to the proper planning necessary to ensure all your interested students can participate. See "How can we predict enrollment?" below. Mad Science may elect to offer a program even if the class minimum is not met. This decision is at the sole discretion of Mad Science.

What ages/grades can register?

Mad Science offers instruction in an age and grade appropriate manner using a variety of teaching methods and environments to ensure each participant benefits from the instruction. Therefore students in grades K through 6 are offered the opportunity to participate in our programs. Should registration allow we will divide classes into K – 2 and 3 – 6. Larger enrollment may allow even greater segregation by grade level.

How can we predict enrollment?

A good rule of thumb is to **assume 10% of your student body will be interested** in the Mad Science after-school program. Response may be affected by many factors including day of week, season of year and transportation needs. However, it is best to plan for a 10% response and reserve the necessary rooms in order to accommodate as many students as possible. Because there is no financial obligation to your organization, final enrollment that does not utilize all the reserved rooms will not result in a penalty of any kind.

When should we schedule our class(es)?

Mad Science has the flexibility in scheduling and instructor availability to conduct classes on any day of the week and on multiple days during the week at one location. Availability on some days may be limited so it is best to confirm your dates with Mad Science as early as possible.

When scheduling your Mad Science after-school program, think of the "normal" extracurricular schedule of your students. We find that most children's activities are scheduled on either Monday-Wednesday-Friday or on Tuesday-Thursday. Therefore, to provide the maximum flexibility for your students, you should offer Mad Science classes on two consecutive days during the week (ex. Monday-Tuesday, Tuesday-Wednesday) or on one "odd" day and one "even" day (ex. Monday and Thursday). Using the enrollment rule of thumb from above, planning for one class of K – 2 and one class for 3 – 6 on each of the scheduled days should be sufficient for most situations. For a variety of reasons, even with this schedule all students who wish to take Mad Science during any program will not be able to participate. Therefore, it is advised that the next offering of Mad Science occur on different days of the week.

Classes should start within 15 minutes from the dismissal of school. This allows the teacher in the room time to "close up shop" and the instructor time to prepare the room and equipment for the day's instruction. For schools that offer After Care programs and have school dismissal times in the early afternoon, we can run consecutive classes (e.g.: 2:30 – 3:30 and 3:45 to 4:45). Please ask your Science Program Specialist about this possibility.

What topics are offered?

Rockets, lasers, slime, bubbling potions and chemical reactions are just a few of the class topics Mad Science offers in our after-school programs. Currently we offer five 6 or 8-week sessions (40 different 1 hour classes) called System 1 through 5, as well as a NASA system. (See sample registration materials for a complete listing of available classes.) The classes in these systems are not interchangeable to other systems. Mad Science of Sacramento Valley is committed to growing our offering to minimize any student "maxing out" on their Mad Science experience.

Mad Science reserves the right to change class topics with no advance notice to students, parents or your organization. Changes of this sort are typically in response to an emergency situation to ensure scheduled instruction of a class is performed.

How is registration handled?

There are three ways to handle registration:

- 1) All materials and payments are submitted directly to Mad Science. This turn-key method is usually the easiest and most efficient for your organization.
- 2) Materials and payments are returned to your organization. They are picked up by or shipped to Mad Science and we process the paperwork and payments.
- 3) Your organization receives and processes all the paperwork. Mad Science will invoice you for the number of participants.

Should you process your own registration, participant information and class rosters will need to be provided to Mad Science prior to the first class.

What participant information is required?

In order to ensure the safety of all participants in a Mad Science after-school Science Program both during the demonstrations and after the class, the following information must be provided on each participant:

- *Child's name*
- *Child's grade*
- *Child's teacher*
- *Child's date of birth*
- *Child's address*
- *Child's health concerns*
- *Name of parent or guardian*
- *Home phone number*
- *Work/cell phone number*
- *Signature of parent or guardian*
- *Names of those allowed to pick up child after class including after school daycare options*

When is payment required?

From parents: Payment is required at the time of registration. Mad Science can accept checks or credit cards (through our on-line registration system, or on a limited basis, over the phone).

From your organization: Should you elect to process registration and payments, Mad Science will invoice you for the number of participants during the second week of class. This allows students to "test drive" our program the first week and receive a full refund if it is not to their liking. Also, late-comers are more easily accommodated through this schedule. Payment on invoices is expected within one week of receipt.

What does Mad Science need from our organization?

Each participant will need a desk/table and chair. The instructor will need a small table for the equipment. Therefore classrooms work best and classrooms in grades 3 and above are preferred. We will also need access to electricity, nearby water and the ability to darken the room. Room volunteers are not necessary with our program; however they are welcomed. See "Do you offer scholarships" for information on free enrollment for the children of volunteers. We have found that a brief period between the end of school and the beginning of the Mad Science class is beneficial to the students. Therefore, we recommend that you have all Mad Science participants gather in the gym or cafeteria for approximately 10 – 15 minutes to facilitate a bathroom break and/or a snack. Your organization will need to provide someone to monitor this period between the end of school and the beginning of the Mad Science program and to escort the students to the Mad Science classroom(s).

What is your refund policy?

A full refund will be made to any parent who withdraws his child prior to the second week of the program and informs Mad Science in writing. Withdrawal after the second week is not subject to a refund; however consideration will be given these students for future Mad Science programs.

Do you have a quality guarantee?

The Mad Science guarantee is simple – your organization, your students and parents will be satisfied with the Mad Science experience or we will do what it takes to make it right.

Who are your instructors?

We recruit former teachers and current college students (majors in education, science, etc.) who have experience in classrooms or with groups of elementary aged children. All our instructors must pass a series of state and national criminal background checks and be certified through our training process. Instructors are assigned for the entire length of the program. This encourages a rapport between instructor and student and facilitates the learning process.

Do you offer scholarships?

Our mission is to bring fun science to all children in our area. To this end Mad Science offers several scholarship opportunities to our classes. **All scholarships are awarded after the paid class minimum is met.** Administration of scholarships is left to your organization. Please inform Mad Science of the recipient(s) to ensure proper record keeping and invoicing.

- One scholarship is awarded to the After-School Program Coordinator.
- One scholarship is awarded to the parent or guardian who commits to serve as a room volunteer for the entire length of the program.
- One scholarship per class is awarded should your organization process all registrations and payments.

NOTE: Mad Science cannot exceed the class maximum of 22. If all scheduled classes are filled through paid registrants, it is the responsibility of your organization to determine which students (paid vs. scholarship) are granted admission. Scholarships that are not awarded due to this situation will be evaluated for the next offering of Mad Science.

What are the expectations of the students? The parents?

Mad Science strives at all times to provide fun and safe science activities for all children participating in our classes. To fulfill this commitment, we ask that all children enrolled adhere to basic behavioral guidelines. Our instructors set clear boundaries and expectations as to appropriate conduct and we will hold all students to these expectations. In addition, Mad Science will follow all of your school's rules and policies regarding student behavioral expectations. We stress at the beginning of each class that the school rules are still in effect. We ask your cooperation should any parent be notified of discipline problems. It is our intention to provide children with, not deprive them of, exciting and fun science. It is only when a child interrupts this positive learning environment that we would take any such action. Mad Science also has expectations of the parents whose children are enrolled. Only children with a sincere interest in our programs and the necessary maturity to handle an extension of the school day should be allowed to enroll. An approved guardian must pick up each child promptly at the dismissal of class. It is most convenient if parents pick up their child at the classroom. However, where possible arrangements can be made for the instructor to bring the students out to a pick up area after class. Parents are welcome to observe any class and to participate where appropriate. All parents should support the learning process after class is dismissed.

What is your class cancellation policy?

Occasionally it becomes necessary to schedule a make-up class. Each Mad Science program should have a minimum of one week before the start of the next program to accommodate a possible make-up day. In such situations, Mad Science will attempt to reschedule the class but we cannot offer a guarantee. Cancellations due to school-related issues such as improper planning or scheduling regarding early dismissal *may* be rescheduled at the sole discretion of Mad Science. Refunds or credits may also be considered as options in our decision.

Are we guaranteed a Mad Science program at our school?

The demand for our programming is tremendous. As a result we must limit the number of classes we offer in any instruction period. We schedule programs on a first come, first served basis. Because of the popularity of our programs and the challenges sometimes associated with securing qualified staff, it is imperative that you adhere to the planning timelines when requesting and implementing a Mad Science after-school program. We have always met our staffing obligations but should the enrollment for your organization exceed the norm, we cannot guarantee that an additional instructor will be available. Should Mad Science have to cancel a program because we could not supply a qualified instructor we will make every effort to reschedule the program as quickly as possible. We realize the great inconvenience and disappointment a program cancellation would cause. Should this occur, any funds collected by Mad Science for a cancelled program will be promptly returned.



TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: *JS* Dr. Sheila Harrison, Assistant Superintendent of Educational Services
DATE: September 11, 2007
SUBJECT: Approve Overnight Travel for the West High Boys Varsity Basketball Team to Pleasant Valley High School in Chico on December 6-8, 2007.

BACKGROUND: For the past several years the West High Varsity Basketball Team has been fortunate enough to be invited to participate in prestigious tournaments throughout the State. This tournament hosts teams from different areas and backgrounds and encourages student interaction by housing the visiting teams in the homes of Pleasant Valley students. The tournament will be held Thursday, December 6-8, 2007. 15 Students will travel to and from the tournament in Chico, by District vans, driven by Steve Thornton, Head Coach and Gary San Martin, Vice Principal.

RATIONALE: Tournament competition is a good venue to expose our teams to as it helps them to experience travel, socialization skills, working together as a team, and learn appropriate behavior when away from home. This will be a worthwhile learning experience for all the players. This meets Strategic Goal #4, Developing the Whole Student.

FUNDING: There will be no cost to the District. The West High Basketball program will pay for all expenses incurred to attend this tournament. Various fundraising activities will be held to pay for the trip.

RECOMMENDATION: Approve Overnight Travel for the West High Boys Varsity Basketball Team to Pleasant Valley High School in Chico on December 6-8, 2007.

Prepared by: Herman Calad, Principal, West High School



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: *JH* Dr. Sheila Harrison, Assistant Superintendent of Educational Services
DATE: September 7, 2007
SUBJECT: Ratify Amendment No.1 to Professional Services Agreement with the City of Tracy and Tracy Unified School District.

BACKGROUND: During the 2006-2007 school year, the City of Tracy contributed funding to support the DARE program for 5th grade students in the Tracy Unified School District (TUSD). Last year over 1,000 fifth grade students received the DARE program through the agreement with the City of Tracy. In addition, the Kiwanis Club of Tracy and TUSD had an agreement to implement the DARE program. The City of Tracy wishes to continue to support the DARE program for the 2007-2008 school year. A modification has been made in the contract to include Traina and Hawkins Schools of the Jefferson School District. This would add an additional 90 students to the TUSD total number of students. DARE Officers Steve Abercrombie and John Guzman currently are conducting the training. DARE Officer Abercrombie's time is donated at this time due to his official status as a member of the Tracy City Council.

RATIONALE: The City of Tracy proposes a Professional Services Agreement with TUSD which will include the Jefferson School District (Traina and Hawkins 5th graders). The City of Tracy will contribute up to \$60,000.00 for the DARE program. TUSD will oversee the program and work in collaboration with the City of Tracy and the Kiwanis Club of Tracy. TUSD will be the fiscal agent for the City of Tracy's contribution. TUSD will contract with individual DARE officers and purchase supplies. The Kiwanis Club will recruit DARE officers and coordinate the program. This agreement, with the City of Tracy, allows TUSD to continue working with the Kiwanis Club of Tracy and the City of Tracy to offer a quality DARE program for 5th grade students. TUSD will bill the City of Tracy for DARE officer stipends and supplies. This agenda item supports Strategic Goal #4, Developing the Whole Student.

FUNDING: No cost

RECOMMENDATION: Ratify Amendment No.1 to Professional Services Agreement with the City of Tracy and Tracy Unified School District.

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

**CITY OF TRACY
AMENDMENT NO. 1 TO
PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF TRACY
AND TRACY UNIFIED SCHOOL DISTRICT**

This Amendment No. 1 (hereinafter "Amendment") to the **PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF TRACY AND TRACY UNIFIED SCHOOL DISTRICT** is made and entered into by and between the City of Tracy, a municipal corporation ("CITY"), and **TRACY UNIFIED SCHOOL DISTRICT ("DISTRICT")**.

RECITALS

- A. The CITY and DISTRICT entered into a Professional Services Agreement ("Agreement") for the purpose of providing funding of the Drug Abuse Resistance Education program ("DARE") which was approved by the City Council on July 18, 2006, pursuant to Resolution No. 2006-177.**
- B. The Agreement provides that CITY may extend the Agreement for two additional one year terms provided the City Manager determines that DISTRICT has satisfactorily performed under the Agreement.**
- B. The Agreement provides for funding for the DARE program to all fifth grade classes housed in the City of Tracy city limits. Two schools, Traina and Hawkins, provide fifth grade classes and are located within the city limits but operated by the Jefferson School District and not DISTRICT.**
- C. The parties wish to enter into this Amendment to extend the Agreement for the first one additional year term contemplated under the Agreement; to simplify the invoicing method used to justify payment under the Agreement; and, to effectuate the purpose of the Agreement which is to provide the DARE to all fifth grade students within City's city limits.**

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

- 1. Incorporation By Reference.** This Amendment hereby incorporates by reference all terms and conditions set forth in the Agreement, unless specifically modified by this Amendment. all terms and conditions set forth in the Agreement which are not specifically modified by this Amendment shall remain in full force and effect.
- 2. Terms of Amendment.**
 - (i) The termination date for the Agreement is hereby extended through the end of fiscal year 2007-2008.**

CITY OF TRACY
Amendment No. 1 to PROFESSIONAL SERVICES AGREEMENT
("DARE")

(II) The following language is hereby added to the end of Section 5.2 of the Agreement:

When invoicing for DARE supplies, DARE graduation party expenses, DARE storage costs, DARE vehicle costs, DARE insurance costs and DARE fixed expenses DISTRICT shall provide CITY with the following information:

(a) the total number of students to which DISTRICT has provided DARE services, inclusive of those students receiving DARE services at Traina and Hawkins schools; and (b) the total number of those students that received such DARE services in public schools located inside CITY's city limits. CITY shall pay, up to the Not To Exceed amount referenced in Section 5.1 above, the pro rata costs per student provided the DARE service within the CITY's city limits for DARE supplies, DARE graduation party expenses, DARE storage costs, DARE vehicle costs, DARE insurance costs and DARE fixed expenses.

DISTRICT shall also provide in its invoices a detailed breakdown of the amount paid to each DARE instructor as compensation for services offered to students attending public schools in CITY's city limits. CITY shall pay, up to the Not To Exceed Amount referenced in section 5.1 above, DISTRICT's actual costs invoiced for DARE instructor compensation for DARE services offered to students attending public schools within CITY's city limits.

(iii) DISTRICT may include, in its billings to City, costs and expenses related to providing the DARE program to fifth graders at Traina and Hawkins schools, pursuant to Paragraph 5 of the Agreement provided, however, that the total amount the City will pay under the Agreement and this Amendment shall not exceed the Not To Exceed amount set forth in Section 5.1 of the agreement.

3. **Modifications.** This Amendment may not be modified orally or in any manner other than by an agreement in writing signed by both parties, in accordance with the requirements of the Agreement.
4. **Severability.** In the event any term of this Amendment is held invalid by a court of competent jurisdiction, the Amendment shall be construed as not containing that term, and the remainder of this Amendment shall remain in full force and effect.
5. **Signatures.** The individuals executing this Amendment represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Amendment on behalf of the respective legal entities. The City Manager has authority to execute this Amendment No. 1 pursuant to Paragraph 20 of the Agreement. This


CITY OF TRACY
Amendment No. 1 to PROFESSIONAL SERVICES AGREEMENT
("DARE")

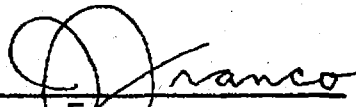
Amendment shall inure to the benefit of and be binding upon the parties thereto and their respective successors and assigns.

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


CITY OF TRACY

Tracy Unified School District


By: 
Dan Hobbs
Title: City Manager
Date: 8/23/07

By: 
James Franco
Title: Superintendent
Date: 8/17/07

Attest:

By: 
Sandra Edwards
Title: City Clerk
Date: 8/23/07

Approved as to form

By: 
Debra E. Corbett
Title: City Attorney
Date: 8/22/07

Ca:dec:general:DARE Amendment 1 (August 2007).doc



EDUCATIONAL SERVICES MEMORANDUM

To: Dr. James Franco, Superintendent
From: ~~Dr. James Franco~~ Dr. Sheila Harrison, Assistant Superintendent of Educational Services
Date: September 18, 2007
Subject: Approve Contract with DARE Officer, John Guzman, for Teaching DARE Classes in 5th Grade.

Background: The Tracy Unified School District has an agreement with the City of Tracy for the 5th grade DARE program. The City of Tracy reimburses the district for supplies, materials, and contract fees for certified DARE officers. In addition, the district has an arrangement with the Kiwanis Club to implement the DARE program. Kiwanis Club members recruit DARE officers to teach the program and host DARE graduation ceremonies. Last school year over 1,000 fifth grade students participated in the DARE program.

Rationale: The Kiwanis Club of Tracy will recruit the certified DARE officers, purchase the materials, and coordinate the program. The Kiwanis Club will bill the district for materials and supplies which will in turn be paid from the City of Tracy agreement. Individual DARE officers will have contracts with the district to conduct DARE classes and to host the ceremony. The school district will continue to work with the Kiwanis Club and the City of Tracy to offer a quality DARE program. John Guzman is a certified DARE officer and retired Hayward police officer. This agenda item supports Strategic Goal #4-Develop Responsible Individuals.

Funding: No cost.

Recommendation: Approve Contract with DARE Officer, John Guzman, for Teaching DARE Classes in 5th Grade.

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

Tracy Unified School District
1875 W. Lowell Avenue, Tracy California 95376-4095

AGREEMENT FOR SPECIAL CONTRACT SERVICES

This Agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and **John Guzman** 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: **DARE classes**
2. Contractor will provide the above service(s), as outlined in Paragraph 1, for a period of up to a total of 10 (), under the terms of this agreement at the following location Various Schools Mulcahey, Louis Bohn, Central, Irina, Hawkins
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
 - A. District shall pay **\$400 per DARE class**. 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 **September 2007** and shall terminate on **June 30, 2008**.
5. This agreement may be terminated at any time during the term by either party upon (30) days written notice.
6. Contractor shall contact the District's designee, **Paul Hall** 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)

Social Security Number or TIN number (2)

Date

Title

Address

City/State/Zip

Phone Number

Date

Title

Account Number to be charged

Budget Approval

Date Approved by the Board



HUMAN RESOURCES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: James Mousalimas, Assistant Superintendent of Human Resources *JM*
DATE: September 25, 2007
SUBJECT: Approve Classified, Certificated, and/or Management Employment

BACKGROUND:

Arendt, Julie

Dupree-Henderson, Cecile

Howard, Alison

Hunter, John

Moore-Cochran, Elaine

Peebles, Johari

Roperti, Nicholas

CERTIFICATED

ELD .50 (New)

North

Class III, Step 3 \$22,753 (.50)

Funding: EIA Grant

Music (Replacement)

McKinley

Class III, Step 10 \$57,818

Funding: General Fund

Biology (Replacement)

West High

Class IV, Step 8 \$53,576

Funding: General Fund

Business (Replacement)

West High

Class V, Step 5 \$52,179

Funding: .40 ROP, .60 General Fund

ESL (New)

Adult School

MA+30, Step 1 \$32.59/Hour

Funding: Adult Education

English/Social Science (Replacement)

Willow/Duncan Russell

Class 1, Step 1 \$42,004

Funding: Grant

ESL (New)

Adult School

MA + 30, Step 1 \$32.59/Hour

Funding: .50 Grant, .50 Adult Education

BACKGROUND:

Angel, Nora

Bates, Crystal

Dander, Liane

Rosales-Bugarin, Adriana

Smith, Dana

Smith, Kelly

BACKGROUND:

MacDonald, Leanna

CLASSIFIED

Clerk Typist II (Replacement)

Jacobson Elementary School

4 hours per day

Range 27, Step A - \$13.43 per hour

Funding: General Fund

Library Technician (Replacement)

Delta Island School

4 hours per day

Range 30, Step A - \$14.37 per hour

Funding: State Lottery

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

Jacobson Elementary School

4 hours per day

Range 24, Step A - \$12.51 per hour

Funding: Special Education-IDEA Grant

School Supervision Assistant (Replacement)

Central Elementary School

2 hours per day

Range 21, Step A - \$11.69 per hour

Funding: General Fund

Secretary to Director of Curriculum (Replacement)

DEC-Continuous Improvement

8 hours per day

Range 36, Step C - \$18.15 per hour

Funding: School & Library Grant 50%; General Fund 50%

Food Service Supervisor (Replacement)

West High School

8 hours per day

Range 28, Step D - \$15.76 per hour

Funding: Child Nutrition-School Program

COACHES

Assistant Pep Squad Advisor

Tracy High School

Pro-rated Stipend of \$1,495.00

RECOMMENDATION: Approve Classified, Certificated and/or Management Employment

Prepared by: James Mousalimas, Assistant Superintendent of Human Resources



TRACY
UNIFIED SCHOOL DISTRICT

HUMAN RESOURCES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: James Mousalimas, Assistant Superintendent of Human Resources *JM*
DATE: September 25, 2007
SUBJECT: Accept Resignations/Retirements/Leaves of Absence for Classified, Certificated, and/or Management Employment

BACKGROUND:

CLASSIFIED RESIGNATIONS

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
Herrera, Silvia Special Ed Para Educator	McKinley	09/21/2007	Accepted another position
Leonardo, John Custodian I	THS	09/10/2007	None Given
Robinson, Bernadette School Supervision Assist.	Jacobson	09/13/2007	Personal
Smith, Dana Clerk Typist I	DEC	08/28/2007	Accepted Secretarial position
Vega, Veronica School Supervision Assist.	George Kelly	08/31/2007	Personal

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

Prepared by: James Mousalimas, Assistant Superintendent of Human Resources



HUMAN RESOURCES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: James Mousalimas, Assistant Superintendent *JM*
DATE: September 6, 2007
SUBJECT: Approve Agreement with Jeff Hodges, Assistant Varsity Football Coach, for the 2007-08 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.

RATIONALE: Beginning with the 2003-2004 school year, the Board approved West High School's use of ASB funds to contract the services of one of its current volunteer varsity football coaches.

Mr. Jeff Hodges 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 programs. His duties will consist of assisting with daily position assignments, scouting, equipment, fundraising, breaking down film, and driving the District vans to away games.

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

FUNDING: Expenses for the Assistant Varsity Football coach will be paid out of the West High School ASB account. Expenses will be paid at a flat rate of \$3,500 and will not exceed \$3,500 for the 2007-08 school year.

RECOMMENDATION: Approve Agreement with Jeff Hodges, Assistant Varsity Football Coach, for the 2007-08 Season.

PREPARED BY: James Mousalimas, Assistant 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 JEFF HOOGES, 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 Varsity 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 MEADILL WEST H.S.
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
 - a. District shall pay \$ 3,500 per **HOUR/DAY/FLAT RATE** (circle one), not to exceed a total of \$ 3,500. 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**, [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 AUG. 13, 2002⁷, and shall terminate on DEC. 1, 2002⁷.
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 Thoenen at (209) 831-5430 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) *[Signature]*

Social Security Number (2) 1

Date 6-6-07

Title Asst. Varsity Football Coach

Address 11

Tracy Unified School District

Date

Title ASB-Site

Account Number to be Charged Deanna Cullen

Department/Site Approval

Budget Approval

Date Approved by the Board

Send all copies to the Business Office:



HUMAN RESOURCES MEMORANDUM

TO: Dr. James Franco, Superintendent

FROM: James Mousalimas, Assistant Superintendent for Human Resources *JM*

DATE: September 14, 2007

SUBJECT: Approve Agreement with Mahina Tankersley, Assistant Varsity Volleyball Coach, for the 2007-08 Season

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

Rationale: Mrs. Mahina Tankersley is uniquely qualified to assist and enhance the volleyball program at Tracy High School. Mrs. Tankersley has extensive volleyball experience as a player and also as a coach. The experience and enthusiasm she brings to the players will ensure the overall success and safety of the program. Her duties will consist of assisting with daily practice, scouting, fund raising, breaking down film, and driving the District vans to tournaments.

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

Funding: Expenses for the contracted volleyball coach will be paid by the District. The District will be reimbursed for this expense, paid out of the Tracy High School ASB account. Expenses will be paid at a flat rate of \$1,200 and will not exceed \$1,200 for the 2007-08 volleyball season.

Recommendation: Approve Agreement with Mahina Tankersley, Assistant Varsity Volleyball Coach, for the 2007-08 Season

Prepared by: James Mousalimas, Assistant Superintendent for Human Resources

Tracy Unified School District
315 East Eleventh Street, Tracy California 95376-4095

AGREEMENT FOR SPECIAL CONTRACT SERVICES

This Agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and Mahina Tankersley 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: **Assist with the coaching of the Tracy High Varsity Volleyball Team** including practices, matches, tournaments, and fundraisers.
2. Contractor will provide the above service(s), as outlined in Paragraph 1, for a period of **August 6, 2007 to November 16, 2007**
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
 - A. District shall pay \$1200.00 FLAT RATE (Flat Rate/Hourly), not to exceed a total of \$1200.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
 - B. District ☐ **SHALL**; ☒ **SHALL NOT** reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals, and lodging at rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ 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 8-6-2007, and shall terminate on 11-16-07
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, David Daily, 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:

Mahina Tankersley
Consultant Signature (1)

Social Security Number or TIN number (2)

9-5-07

Date

Assistant V-ball Coach
Title

Tracy, CA 95304
Address
City/State/Zip

Phone Number

Date

Title

TKS ASB Acct.
Account Number to be charged

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 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



BUSINESS SERVICES MEMORANDUM

To: James Franco, Superintendent
From: C. Goodall, Associate Superintendent for Business Service
Date: September 10, 2007

SUBJECT: Adopt Resolution #07-06, Recertifying the Appropriation Limits for the 2007/08 School Year for Tracy Joint Unified School District

BACKGROUND: In November 1979 the California electorate adopted Proposition 4, commonly called the Gann Amendment. The provisions of the Gann Amendment establish maximum Appropriation Limitations, commonly called "Gann Limits," for public agencies, including school districts.

Local education agencies are required to report their Appropriations Limit to the State Superintendent of Public Instruction and to the State Director of Finance. The District is required to calculate a Gann Limit for 2007/08 in accordance with the provisions of Senate Bill 98 and applicable statutory law.

The attached resolution of the recertified Gann Limit for 2007/08 fiscal year has been made in accordance with applicable constitutional and statutory law and does not exceed the limitations imposed by Proposition 4.

FUNDING: N/A

RECOMMENDATION: Adopt Resolution #07-06, Recertifying the Appropriation Limits for the 2007/08 School Year for Tracy Joint Unified School District

Prepared by: Casey Goodall, Associate Superintendent for Business Services



TRACY
UNIFIED SCHOOL DISTRICT

**TRACY UNIFIED SCHOOL DISTRICT
RESOLUTION #07-06
2007-08
GANN LIMIT**

WHEREAS, in November of 1979, the California electorate did adopt Proposition 4, commonly called the Gann Amendment, which added Article XIII-B to the California Constitution; and,

WHEREAS, the provisions of that Article established maximum appropriation limitations, commonly called "Gann Limits," for public agencies, including school districts; and,

WHEREAS, the District must establish a revised Gann Limit for the 06/07 fiscal year and a projected Gann Limit for the 07/08 fiscal year in accordance with the provisions of Article XIII-B and applicable statutory law;

NOW, THEREFORE, BE IT RESOLVED that this Board does provide public notice that the attached calculations and documentation of the Gann Limits for the 06/07 and 07/08 fiscal years are made in accord with applicable constitutional and statutory law;

AND BE IF FURTHER RESOLVED that this Board does hereby declare that the appropriations in the Budget for the 06/07 and 07/08 fiscal years do not exceed the limitations imposed by Proposition 4;

AND BE IT FURTHER RESOLVED that the Superintendent provides copies of this resolution along with appropriate attachments to interested citizens of this district.

PASSED AND ADOPTED this 25th day of September, 2007, by the following vote of the Board of Education, to wit:

AYES:

NOES:

ABSENT:

ATTEST:

Greg Crandall
President, Board of Education

Tom Hawkins, Clerk

	2006-07 Calculations			2007-08 Calculations		
	Extracted Data	Adjustments*	Entered Data/ Totals	Extracted Data	Adjustments*	Entered Data/ Totals
A. PRIOR YEAR DATA (2005-06 Actual Appropriations Limit and Gann ADA are from district's prior year Gann Report to the CDE)	2005-06 Actual			2006-07 Actual		
1. FINAL PRIOR YEAR APPROPRIATIONS LIMIT (Preload/Line D11, PY column)	83,276,719.81		83,276,719.81			87,578,741.86
2. PRIOR YEAR GANN ADA (Preload/Line B9, PY column)	15,883.84		15,883.84			16,068.65
ADJUSTMENTS TO PRIOR YEAR LIMIT	Adjustments to 2005-06			Adjustments to 2006-07		
3. District Lapses, Reorganizations and Other Transfers						
4. Temporary Voter Approved Increases						
5. Less: Lapses of Voter Approved Increases						
6. TOTAL ADJUSTMENTS TO PRIOR YEAR LIMIT (Lines A3 plus A4 minus A5)		0.00				0.00
7. ADJUSTMENTS TO PRIOR YEAR ADA (Only for district lapses, reorganizations and other transfers, and only if adjustments to the appropriations limit is entered in Line A3 above)						
B. CURRENT YEAR GANN ADA (2006-07 data should tie to Principal Apportionment Attendance Software reports)	2006-07 P2 Report			2007-08 P2 Estimate		
1. Total K-12 ADA (Form A, Line 10)	15,730.49		15,730.49	15,526.17		15,526.17
2. ROC/P ADA (Form A, Line 12)		0.00				0.00
3. Total Charter Schools ADA (Form A, Line 26)	0.00	0.00		0.00		0.00
4. Total Supplemental Instructional Hours (Form A, Lines 21 and 27)	236,712.00		236,712.00	0.00		0.00
5. Divide Line B4 by 700 (Round to 2 decimals)		338.16				0.00
6. TOTAL P2 ADA (Lines B1 through B3 plus B5)		16,068.65				15,526.17
OTHER ADA (From Principal Apportionment Attendance Software)						
7. Apprentice Hours - High School						
8. Divide Line B7 by 525 (Round to 2 decimals)		0.00				0.00
9. TOTAL CURRENT YEAR GANN ADA (Sum Lines B6 plus B8)		16,068.65				15,526.17
C. LOCAL PROCEEDS OF TAXES DATA TAXES AND SUBVENTIONS (Funds 01, 09, and 62)	2006-07 Actual			2007-08 Budget		
1. Homeowners' Exemption (Object 8021)	333,050.38		333,050.38	0.00		0.00
2. Timber Yield Tax (Object 8022)	0.00		0.00	0.00		0.00
3. Other Subventions/In-Lieu Taxes (Object 8029)	0.00		0.00	0.00		0.00
4. Secured Roll Taxes (Object 8041)	25,231,778.69		25,231,778.69	22,947,117.00		22,947,117.00
5. Unsecured Roll Taxes (Object 8042)	1,306,753.84		1,306,753.84	658,702.00		658,702.00
6. Prior Years' Taxes (Object 8043)	43,773.14		43,773.14	59,656.00		59,656.00
7. Supplemental Taxes (Object 8044)	1,462,716.40		1,462,716.40	134,169.00		134,169.00
8. Ed. Rev. Augmentation Fund (ERAF) (Object 8045)	2,057,384.35		2,057,384.35	6,641,534.00		6,641,534.00
9. Penalties and Int. from Delinquent Taxes (Object 8048)	0.00		0.00	0.00		0.00
10. Other In-Lieu Taxes (Object 8082)	74.00		74.00	0.00		0.00
11. Comm. Redevelopment Funds (Objects 8047 & 8625) (Only if not counted in redevelopment agency's limit)	0.00		0.00	0.00		0.00
12. Parcel Taxes (Object 8621)	0.00		0.00	0.00		0.00
13. Other Non-Ad Valorem Taxes (Object 8622) (Taxes only)	0.00		0.00	0.00		0.00
14. Penalties and Int. from Delinquent Non-Revenue Limit Taxes (Object 8629) (Only those for the above taxes)	0.00		0.00	0.00		0.00
15. Transfers from Sponsoring LEAs to Charter Schools in Lieu of Property Taxes (Object 8780)	0.00		0.00			
16. Less: Transfers to Charter Schools in Lieu of Property Taxes (Object 7280)	1,275,298.14		1,275,298.14			
17. Transfers to Charter Schools in Lieu of Property Taxes (Object 8096)				(1,350,171.00)		(1,350,171.00)
18. TOTAL TAXES AND SUBVENTIONS (Lines C1 through C17 minus C16)	29,160,232.66	0.00	29,160,232.66	29,091,007.00	0.00	29,091,007.00
OTHER LOCAL REVENUES (Funds 01, 09, and 62)						
19. To General Fund from Bond Interest and Redemption Fund (Excess debt service taxes) (Object 8914)	0.00		0.00	0.00		0.00
20. TOTAL LOCAL PROCEEDS OF TAXES (Lines C18 plus C19)	29,160,232.66	0.00	29,160,232.66	29,091,007.00	0.00	29,091,007.00

	2006-07 Calculations			2007-08 Calculations		
	Extracted Data	Adjustments*	Entered Data/ Totals	Extracted Data	Adjustments*	Entered Data/ Totals
EXCLUDED APPROPRIATIONS						
21. Medicare (Enter federally mandated amounts only from objs. 3301 & 3302; do not include negotiated amounts)			0.00			0.00
OTHER EXCLUSIONS						
22. Americans with Disabilities Act						
23. Unreimbursed Court Mandated Desegregation Costs for Court (For court orders imposed on or after November 6, 1979)						
24. Other Unfunded Court/Federal Mandates						
25. TOTAL EXCLUSIONS (Lines C21 through C24)			0.00			0.00
STATE AID RECEIVED (Funds 01, 09, and 62)						
26. Revenue Limit State Aid - Current Year (Object 8011)	63,556,184.00		63,556,184.00	65,270,586.00		65,270,586.00
27. Revenue Limit State Aid - Prior Years (Object 8019)	67,770.19		67,770.19	0.00		0.00
28. Supplemental Instruction - CY (Res. 0000, Object 8311)				0.00		0.00
29. Supplemental Instruction - PY (Res. 0000, Object 8319)				0.00		0.00
30. Comm Day Sch Addl Funding - CY (Rs. 2430, Ob 8311)				149,974.00		149,974.00
31. Comm Day Sch Addl Funding - PY (Rs. 2430, Ob 8319)				0.00		0.00
32. ROC/P Apportionment - CY (Res. 6350, Object 8311)	0.00		0.00	0.00		0.00
33. ROC/P Apportionment - PY (Res. 6350, Object 8319)	0.00		0.00	0.00		0.00
34. Charter Schs. Gen. Purpose Entitlement (Object 8015)	0.00		0.00	0.00		0.00
35. Charter Schs. Categorical Block Grant (Object 8480)	0.00		0.00	0.00		0.00
36. Class Size Reduction, Grades K-3 (Object 8434)	3,771,872.00		3,771,872.00	3,121,206.00		3,121,206.00
37. Class Size Reduction, Grade 9 (Object 8435)	0.00		0.00	0.00		0.00
38. SUBTOTAL STATE AID RECEIVED (Lines C26 through C37)	67,395,826.19	0.00	67,395,826.19	68,541,766.00	0.00	68,541,766.00
ADD BACK TRANSFERS TO COUNTY						
39. County Office Funds Transfer (Form RL, Line 32)	517,486.00		517,486.00	533,358.00		533,358.00
40. TOTAL STATE AID (Lines C38 plus C39)	67,913,312.19	0.00	67,913,312.19	69,075,124.00	0.00	69,075,124.00
41. a. Supplemental Instruction Funds Included Above (Form RL, Lines 33 through 35)	835,630.00		835,630.00			
DATA FOR INTEREST CALCULATION						
42. Total Revenues (Funds 01, 09 & 62; objects 8000-8799)	125,956,810.49		125,956,810.49	124,814,139.00		124,814,139.00
43. Total Interest and Return on Investments (Funds 01, 09, and 62; objects 8660 and 8662)	944,861.77		944,861.77	800,000.00		800,000.00
APPROPRIATIONS LIMIT CALCULATIONS						
D. PRELIMINARY APPROPRIATIONS LIMIT						
1. Revised Prior Year Program Limit (Lines A1 plus A6)			83,276,719.81			87,578,741.86
2. Inflation Adjustment			1.0396			1.0442
3. Program Population Adjustment (Lines B9 divided by [A2 plus A7]) (Round to four decimals)			1.0116			0.9662
4. PRELIMINARY APPROPRIATIONS LIMIT (Lines D1 times D2 times D3)			87,578,741.86			88,358,721.64
APPROPRIATIONS SUBJECT TO THE LIMIT						
5. Local Revenues Excluding Interest (Line C20)			29,160,232.66			29,091,007.00
6. Preliminary State Aid Calculation						
a. Minimum State Aid in Local Limit (Greater of \$120 times Line B9 or \$2,400; but not greater than Line C40 or less than zero)			1,928,238.00			1,863,140.40
b. Maximum State Aid in Local Limit (Lesser of Line C40 or Lines D4 minus D5 plus C25; but not less than zero)			58,418,509.20			59,267,714.64
c. Preliminary State Aid in Local Limit (Greater of Lines D6a or D6b)			58,418,509.20			59,267,714.64
7. Local Revenues in Proceeds of Taxes						
a. Interest Counting in Local Limit (Line C43 divided by [Lines C42 minus C43] times [Lines D5 plus D6c])			661,935.17			569,991.28
b. Total Local Proceeds of Taxes (Lines D5 plus D7a)			29,822,167.83			29,660,998.28
8. State Aid in Proceeds of Taxes (Greater of Line D6a, or Lines D4 minus D7b plus C25; but not greater than Line C40 or less than zero)			57,756,574.03			58,697,723.36
9. Total Appropriations Subject to the Limit						
a. Local Revenues (Line D7b)			29,822,167.83			
b. State Subventions (Line D8)			57,756,574.03			
c. Less: Excluded Appropriations (Line C25)			0.00			
d. TOTAL APPROPRIATIONS SUBJECT TO THE LIMIT (Lines D9a plus D9b minus D9c)			87,578,741.86			

* Please provide below an explanation for each entry in the adjustments column:

(209) 830-3200
Contact Phone Number



ADMINISTRATIVE SERVICES MEMORANDUM

TO: Board of Education
FROM: Dr. James C. Franco, Superintendent
DATE: September 17, 2007
SUBJECT: Adopt Resolution No. 07-07 to Excuse Meeting Absence of Board Member

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

RATIONALE: Board of Education member Gregg Crandall was absent for a meeting held August 28, 2007, due to the illness. The Board of Education finds that Gregg Crandall's absence from the meeting of August 28, 2007, was due to a hardship deemed acceptable by the Board of Education;

The Board of Education therefore determines that Mr. Crandall shall be paid for his absence from the meeting of August 28, 2007, and further directs that the adoption of this Resolution shall be recorded in the minutes of this meeting of September 25, 2007.

FUNDING: Unrestricted General Fund, Previously Budgeted.

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

Prepared by: Dr. James C. Franco, Superintendent



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

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

WHEREAS, Board of Education member Gregg Crandall was absent for a meeting held August 28, 2007, due to the illness;

NOW, THEREFORE, BE IT RESOLVED that the Board of Education finds that Gregg Crandall's absence from the meeting of August 28, 2007, was due to a hardship deemed acceptable by the Board of Education;

BE IT FURTHER RESOLVED that the Board of Education therefore determines that Mr. Crandall shall be paid for his absence from the meeting of August 28, 2007, and further directs that the adoption of this Resolution shall be recorded in the minutes of this meeting of September 25, 2007.

Resolved this 25th day of September, 2007 at a regular meeting of the Board of Education of the Tracy Unified School District by the following vote:

AYES:

NOES:

ABSENT:

ABSTENTION:

PRESIDENT, BOARD OF EDUCATION
TRACY UNIFIED SCHOOL DISTRICT

Attest:

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

Clerk
Board of Education
Tracy Unified School District



BUSINESS SERVICES MEMORANDUM

TO: Dr. James C. Franco, Superintendent
FROM: Dr. Casey Goodall, Associate Superintendent for Business Services
DATE: September 17, 2007
SUBJECT: Adopt Resolution No. 07-08 Finding That the TUSD Delta Island School Water Treatment System at Delta Island School Qualifies as a Categorical Exemption from California Environmental Quality Act

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

RATIONALE: The proposed project involves modification of the existing potable water system serving TUSD's existing Delta Island School to add a water treatment system and related improvements. These improvements are required so that potable water quality at the school will conform to Environmental Protection Agency Maximum Contaminant Levels (MCLs) for arsenic. The EPS arsenic standards were reduced from a former level of 50 ug/L to 10 ug/L, effective January 1, 2007.

In-Site Environmental was retained by the District to make a determination and provide the necessary "Notice of Exemption" on this project. Based upon their findings, this project qualifies as a "Categorical Exemption" from CEQA under Section 15301 of the CEQA Guidelines because it is a minor addition to an existing school site and does not increase student capacity to the site. Therefore, the necessary Resolution calling out these findings and the "Notice of Exemption" are attached to this agenda item for board approval.

FUNDING: Not applicable

RECOMMENDATIONS: Adopt Resolution No. 07-08 Finding That the TUSD Delta Island School Water Treatment System at Delta Island School Qualifies as a Categorical Exemption from California Environmental Quality Act

Prepared by: Bonny Carter, Facilities Planner



TRACY UNIFIED SCHOOL DISTRICT

RESOLUTION NO. 07-08

**Resolution Finding That the TUSD Delta Island School Water Treatment System at
Delta Island School Qualifies as a Categorical Exemption from California
Environmental Quality Act**

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

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

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

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

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

WHEREAS, Section 15301 of the CEQA Guidelines, categorizes the TUSD Delta Island School Water Treatment System as categorically exempt from CEQA if the project consists of minor additions to the existing school facility within existing school grounds and would not increase student capacity;

NOW, THEREFORE BE IT RESOLVED that the District finds that the TUSD Delta Island School Water Treatment System at Delta Island School meets the CEQA exemption criteria because the project consists of minor additions to the existing school facility, will be within the existing school grounds, and will not increase the capacity of Delta Island School;

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

PASSED AND ADOPTED by the Board of Trustees of the Tracy School District, County of San Joaquin, State of California this 25th day of September, 2007 by the following vote:

AYES:

ABSENT:

NOES:

ABSTAIN:

Gregg Crandall, President
Board of Trustees
Tracy Unified School District

ATTESTED

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

Tom Hawkins, Clerk
Board of Trustees
Tracy Unified School District



BUSINESS SERVICES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: Dr. Casey Goodall, Associate Superintendent for Business Services
DATE: September 17, 2007
SUBJECT: Adopt Resolution No. 07-09 Approving an Agreement for the Acquisition of Real Property and Authorizing the Recording of the Deed in the Name of the District

BACKGROUND: Over the past several years the District has been planning for a new school along Lammers Road south of 11th Street. During the planning process the District has complied with all the requirements for site approval. The District is waiting for the approval of the construction documents from the State Architect which is expected to be received by the end of September 2007. The proposed construction start date is January 2008. TUSD has already moved forward with the Resolutions of Necessity to acquire the property through eminent domain proceedings, at the May 22, 2007 Board Meeting. The proposed school property consists of three (3) parcels of land totaling approximately 62 acres.

RATIONALE: At this time, Francisco and Erendira Bruno have accepted the District's Purchase Agreement for the acquisition of one (1) of the three (3) parcels consisting of approximately .37 acres which includes the improvements located on the site.

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

RECOMMENDATION: Adopt Resolution No. 07-09 Approving an Agreement for the Acquisition of Real Property and Authorizing the Recording of the Deed in the Name of the District.

Prepared by: Denise Wakefield, Director of Facilities



**TRACY UNIFIED SCHOOL DISTRICT
RESOLUTION NO. 07-09**

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TRACY JOINT UNIFIED SCHOOL DISTRICT APPROVING AN AGREEMENT FOR THE ACQUISITION OF REAL PROPERTY AND AUTHORIZING THE RECORDING OF THE DEED IN THE NAME OF THE DISTRICT

WHEREAS, the Tracy Joint Unified School District (the "District") is seeking to acquire real property for school facility purposes;

WHEREAS, the proposed site selected for such purposes includes property which is described in Exhibit A and incorporated by reference hereto (the "Property");

WHEREAS, an agreement (the "Agreement") describing the Property and setting forth terms and conditions for its acquisition by the District from Francisco and Erendira Bruno has been prepared and presented to the District's Board of Trustees for its review in substantially final form; and

WHEREAS, it is the desire of the District's Board of Trustees to approve the Agreement and to authorize the signing of the Agreement.

NOW, THEREFORE, it is hereby resolved by the Board of Trustees of the Tracy Joint Unified School District as follows:

Section 1. The above recitals are true and correct.

Section 2. The legal description of the Property is stated in Exhibit A attached hereto.

Section 3. The Agreement in the format submitted to the Board of Trustees is incorporated by reference hereto and hereby approved in substantially final form with only such additional changes as may be deemed necessary by the Superintendent, or his designee, to facilitate the acquisition of the Property consistent with the terms of this Resolution.

Section 4. The Superintendent, or his designee, is authorized to sign the Agreement on behalf of the District and to prepare, sign, and submit such additional documents as are consistent with this Resolution for the acquisition of the Property.

Section 5. The Superintendent, or his designee, is authorized to record, and the San Joaquin County Recorder's Office is authorized to accept for recordation, a grant deed in the name of the District for the Property. In the event the County Recorder's Office requires a Certificate of Acceptance of the grant deed, the Superintendent, or his designee, is authorized to execute and submit a Certificate of Acceptance as set forth in Exhibit B attached hereto and incorporated herein.

APPROVED, PASSED AND ADOPTED this ____ day of September, 2007, by the Board of Trustees of the Tracy Joint Unified School District by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

President, Board of Trustees
Tracy Joint Unified School District

ATTEST:

Secretary, Board of Trustees
Tracy Joint Unified School District

EXHIBIT A
DESCRIPTION OF PROPERTY

EXHIBIT "A"
LEGAL DESCRIPTION
FOR SCHOOL PARCEL
Parcel Three

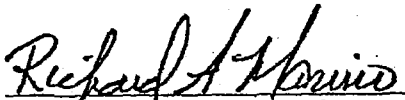
All that real property situate in the County of San Joaquin, State of California, being a portion of Government Lot 3 in south half of Section 30, Township 2 South, Range 5 East, Mount Diablo Base and Meridian as shown on that Record of Survey filed in Book 34, Page 81, S.J.C.R., being more particularly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

COMMENCING at the southwest corner of said Section 30; thence northerly along the west line of Section 30 North 00° 26'39" East, 2645.56 feet to the most southerly line of Parcel 3 as said parcel is shown on said Record of Survey; thence easterly along said southerly line, South 89° 37'44" East, 40.00 feet to the **TRUE POINT OF BEGINNING**, said point also being the Northwest corner of the land described in deed to Frank Edward Costa, et ux, recorded April 24, 1947 in Volume 1064 of Official Records at Page 108, San Joaquin County Records; thence; thence South 89° 37'44" East along the North line of said Costa land, 160.00 feet; South 00° 26'31" West parallel to the West line of said Costa land, 100.00 feet; thence North 89° 37'44" West parallel to the North line of said Costa land, 160.00 feet to a point in the West line of said land; thence North 00° 26'31" East along the West line, a distance of 100.00 feet to the **TRUE POINT OF BEGINNING** of this description containing 0.3673 acres more or less.

EXCEPTING THEREFROM the ½ interest in all mineral rights as reserved in deed by Alfred C. Altken et ux, recorded December 2, 1944 in Book 907, Page 113 of Official Records.

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

This description was prepared by me or under my direction.


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

9/26/05
Date

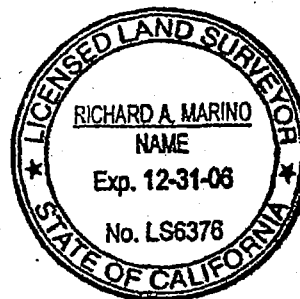


EXHIBIT B
CERTIFICATE OF ACCEPTANCE

Pursuant to Government Code Section 27281, this is to certify that the interest in real property located at 24606 South Lammers Road, in the unincorporated portion of San Joaquin County, California (APN 240-040-01), which was conveyed by grant deed, dated _____, from Francisco and Erendira Bruno to the Tracy Joint Unified School District, a political subdivision of the State of California, is hereby accepted by order of the Superintendent, on behalf of the District's Board of Trustees, pursuant to authority conferred by Resolution No. _____, of the Board of Trustees of the Tracy Joint Unified School District, adopted September ____, 2007, and the Grantee consents to the recordation thereof by its duly authorized officer.

Dated: _____

By: _____
Superintendent,
Tracy Joint Unified School District

Grantors: FRANCISCO BRUNO AND ERENDIRA BRUNO, HUSBAND AND WIFE
AS JOINT TENANTS

Grantee: TRACY JOINT UNIFIED SCHOOL DISTRICT, A PUBLIC SCHOOL
DISTRICT

AGREEMENT FOR ACQUISITION OF FEE INTEREST IN REAL PROPERTY AND ESCROW INSTRUCTIONS

WHEREAS, the above-named Grantors ("Grantor") owns that certain real property located in the unincorporated portion of the County of San Joaquin, State of California, legally described in the Legal Description identified as Exhibit "A" and depicted on the Plat Map identified as Exhibit "B", attached hereto and made a part hereof (the subject real property is referred to herein as the "Property"). The Property is located at 24606 South Lammers Road, near Tracy, California, and the San Joaquin County Assessor has identified the Property as APN 240-040-01.

WHEREAS, Grantor intends to convey to the above-named Grantee, Tracy Joint Unified School District (also sometimes referred to as the Tracy Unified School District) ("District"), and the District intends to acquire from Grantor, fee title in the Property for the purpose of constructing a new high school facility ("Project"), pursuant to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the payment and other obligations set forth below, Grantor and District mutually agree as follows:

1. Execution and Delivery to Escrow

Within five (5) business day after this Agreement has been fully executed by all parties ("Effective Date"), the District shall open an escrow with the Chicago Title Company, 2720 Transworld Drive, Suite 100, Stockton, CA 95206 (hereinafter referred to as "Escrow Holder" or "Title Company") and shall deliver a fully executed copy of this Agreement to the Escrow Holder. On or prior to the Close of Escrow, as contemplated herein, and as conditions precedent to such closing: (i) Grantor shall execute and notarize the Grant Deed in the form of Exhibit "C", attached hereto and made a part hereof, and deposit the same with Escrow Holder; and (ii) the District shall deposit the entire Purchase Price, as described herein, with Escrow Holder in immediately available funds.

2. Payment

A. Purchase Price

The purchase price for the Property shall be the amount of **Four Hundred Forty Nine Thousand Dollars (\$449,000.00)** cash, lawful money of the United States (the "Purchase

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Brno: APN 240-040-01

Price"), which is specifically agreed by the parties to be the full amount of compensation due and owing to Grantor for conveyance of the fee title to the Property to the District.

B. Property Interest Free of Encumbrances

Fee title to the Property shall be conveyed to District free and clear of all restrictions, easements, encumbrances, liens, assessments or other security interests of any kind. Grantor, at Grantor's expense, shall take all actions necessary to remove any and all encumbrances prior to, and as an express condition precedent to, the Close of Escrow. Prior to, and as an express condition precedent to, the Close of Escrow, Title Company shall be committed to issue its CLTA extended policy of title insurance in favor of District.

C. Taxes

The District is exempt from real estate taxes pursuant to the California Constitution. All real estate taxes and assessments shall be apportioned and paid as provided in Revenue and Taxation Code section 5086. As a deduction from the amount shown in Section 2A, above, the Escrow Holder shall be authorized to pay any delinquent taxes due with respect to the Property for any fiscal year, except the fiscal year in which this escrow closes, together with any penalties and interest thereon. All taxes up to the date of apportionment shall be paid by the Seller. If Grantor has prepaid any taxes which are cancelled pursuant to Revenue and Taxation Code section 5086, Grantor may seek any refunds to which he/she/it is entitled from such taxing agencies. If the Property is subject to any assessments approved by the District which are not subject to cancellation under Revenue and Taxation Code section 5086, such assessment shall be prorated as of the date of apportionment as provided by Revenue and Taxation Code section 5086.

3. Just Compensation

- A. Grantor agrees that performance of this Agreement by District, including the payment of the Purchase Price recited in Section 2A, above, shall constitute full and fair compensation and consideration for any and all claims that Grantor may have against District based upon the acquisition, improvement, possession, use and/or occupancy of the Property, and Grantor hereby waives any and all further claims, including, but not necessarily limited to, claims for additional compensation, severance damages, goodwill damages, interest, litigation expenses, or any other damages on account of the acquisition of the Property or the location, establishment, construction or operation of the Project on the Property.
- B. The foregoing waiver shall include any and all rights or claims for compensation that Grantor may have under Article 1, Section 19 of the California Constitution, the Eminent Domain Law, or any other law or regulation, except as provided herein. To the extent permitted by law, Grantor also waives any claim for relocation assistance or benefits, if any, to which Grantor may be entitled pursuant

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to applicable sections in Chapter 16 of Division 7 of Title 1, of the California Government Code (Gov. Code sec. 7260, et seq.) ("California Relocation Assistance Law"), regulations adopted by the State of California to implement or pursuant to the California Relocation Law, and/or the Federal Uniform Relocation Assistance Act (42 U.S.C. sec. 4601, et seq.). Grantor is aware of and understands all potential benefits to which he/she/it is otherwise entitled and has had the opportunity to discuss potential benefits with representatives of the District and with legal counsel of his/her/its choice.

4. Waiver under Section 1542

- A. The parties intend that this Agreement will result in a full, complete and final resolution and settlement of any and all claims, causes of action or disputes which exist, or may exist, between them as to the acquisition, possession and/or use of the Property by the District, except as expressly provided herein. It is therefore understood that, upon the Close of Escrow, the waiver, under this Agreement, of any rights, damages, compensation or benefits to which a party is, or may be, entitled is intended to be full and complete. Accordingly, Grantor hereby waives any and all rights or benefits arising from and/or related to the District's acquisition, possession and/or use of the Property that he/she/it may have under section 1542 of the Civil Code of the State of California which provides:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

- B. Grantor represents and warrants that he/she/it understands the effect of this waiver of section 1542 and has had the opportunity to discuss the effect of this waiver with counsel of his/her/its choice.

5. Title Insurance

District may obtain a CLTA extended coverage owner's policy of title insurance in the amount of the Purchase Price insuring title to the Property is vested in District upon recording of the Grant Deed.

6. Escrow

Unless extended by the mutual agreement of the parties, the escrow for the sale of the Property contemplated herein shall close on or before thirty (30) days following the Effective Date of the Agreement, as defined herein, and shall be the date the Grant Deed is recorded in the Recorder's Office for San Joaquin County ("Close of Escrow").

- A. Grantor agrees to remove by Close of Escrow any monetary liens recorded against the Property including, but not limited to, those arising from judgments, assessments, delinquent taxes for other than the fiscal year in which the escrow closes, or debts secured by deeds of trust or mortgages.
- B. At Close of Escrow, the Escrow Holder shall release the Purchase Price to Grantor, in a manner specified by Grantor and subject to the provisions of Section 18, and record the Grant Deed in the Recorder's Office for San Joaquin County. Title to the Property shall pass to District immediately upon Close of Escrow.
- C. This Agreement may serve in whole or in part as escrow instructions, and each of the parties agrees to execute such additional escrow instructions as may be reasonably requested by Escrow Holder to close escrow as contemplated herein. The parties agree to execute such additional documents as may be reasonably necessary to consummate the purchase and sale herein contemplated, including, but not necessarily limited to, any documents required by United States Internal Revenue Service and the California Revenue and Taxation Code.
- D. Should any of the conditions precedent to District's obligations specified in this Agreement fail to occur prior to the date established herein for the Close of Escrow, District shall have the option, within its sole discretion and exercisable by giving written notice to the Escrow Holder and the Grantor, of waiving the condition or canceling the escrow and terminating this Agreement and recovering all amounts paid to the Escrow Holder on account of the purchase price for the Property. The Escrow Holder shall be and is hereby irrevocably instructed by the District and Grantor, on any such failure of conditions and receipt of such cancellation and termination notice from District, to immediately refund to District all monies and instruments deposited by District in escrow pursuant to this Agreement without further instructions.

7. Fees

The District shall pay all escrow fees, recording and title insurance fees and costs incurred in this transaction.

8. Possession and Use of the Property

The District shall have the right of possession and use of the Property commencing on the Effective Date of this Agreement subject to the rights of any existing lawful tenants. Upon request from the District, Grantor shall promptly execute a stipulation providing for the entry of an order permitting immediate pre-judgment possession and use of the Property pursuant to Code of Civil Procedure section 1255.410, et seq. The District makes no representation that the Project shall be constructed, and no liability or obligation whatsoever shall be incurred by District by reason of any failure to construct the Project for any reason. If for whatever reason the Property is not acquired by the

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District, the District shall restore the Property to substantially the same condition that existed prior to the District's possession and use hereunder, unless otherwise agreed by the parties.

9. Eminent Domain

- A. It is mutually understood that the acquisition of the Property by District is for a public purpose, and therefore, the Property is otherwise subject to taking by the power of eminent domain. The acquisition is occurring under threat of condemnation, and the acquisition, by and through this Agreement, is in lieu of District's exercise of the power of eminent domain.
- B. It is mutually understood that the District has filed an eminent domain action seeking to condemn the Property, and this eminent domain action is captioned *Tracy Joint Unified School District v. Bruno, et al.*, San Joaquin County Superior Court Case No. CV032725 ("Eminent Domain Action"). Upon Close of Escrow and recordation of the Grant Deed, the District shall file a Request for Entry of Dismissal of the Eminent Domain Action. Grantor hereby agrees and consents to the dismissal of the Eminent Domain Action. The Grantor waives any and all claims to any money that may have been deposited in any Court or with the State Treasurer in the Eminent Domain Action, and waives any and all claims for damages, costs, interest or litigation expenses, including attorney's fees, arising by virtue of the dismissal and/or abandonment of the Eminent Domain Action pursuant to Section 1268.510 of the California Code of Civil Procedure. Grantor further waives any right of appeal, to notice of determination, to findings of fact and conclusions of law, to a jury trial and to entry of a final judgment that he/she/it might otherwise have based upon the Eminent Domain Action.

10. Leases

Grantor warrants that there are no leases, except as disclosed on Exhibit "D" attached hereto, on all or any portion of the Property, and the Grantor further agrees to hold the District harmless and reimburse the District for any of its losses and expenses to the extent occasioned by reason of any lease of all or portion of the property other than as disclosed on Exhibit "D".

11. Grantor's Representations

- A. Each Grantor, as to itself, makes the following representations:
 - i. Grantor has full power and authority to convey all his/her/its undivided interest in the Property described herein to District, and collectively Grantors own full legal title to the Property.
 - ii. This Agreement constitutes a legal, valid, and binding obligation of

Grantor enforceable in accordance with its terms.

- iii. To Grantor's knowledge there is no suit, action, arbitration, legal, administrative or other proceeding or inquiry pending or threatened against the Property, or any portion thereof, which could subject the Property, or any portion thereof, to any material liability.
 - iv. To Grantor's knowledge, there are no uncured written notices which have been served upon Grantor from any governmental agency notifying Grantor of any material violations of law, ordinance, or regulation, which would materially affect the Property, or any portion thereof.
 - v. To Grantor's knowledge, Grantor has not used, produced, generated, stored, released, observed or disposed of any Hazardous Substances on the Property in violation of applicable law, and to Grantor's knowledge there are no storage tanks containing Hazardous Substances in, on, under or about the Property.
 - vi. To Grantor's knowledge, the Grantor and the Property are not in violation of any federal, state, or local law, ordinance, regulation, order, decree, or judgment relating to Hazardous Substances and/or environmental conditions in, on, under, or about the Property.
 - vii. To Grantor's knowledge, there are no notices, pending legal, administrative or other proceedings, or other information giving Grantor reason to believe that any conditions existing on the Property or in the vicinity of the Property subject or could subject any Grantor of the Property to actual or potential liability under any federal, state or local law, statute, ordinance, regulation, rule, order, decree, or other governmental requirement that pertains to the regulation of Hazardous Substances and/or the protection of public health and safety and/or the environment, including, but not limited to the ambient air, soil, soil vapor, groundwater, surface water or land use.
 - viii. Grantor has not granted any option, right of first refusal or purchase right with respect to the Property, or any portion thereof.
 - ix. To Grantor's knowledge, conveyance of the Property described herein will not constitute a material breach or default under any agreement to which Grantor is bound and/or to which the Property is subject.
- B. Each of the above representations is material and is relied upon by District separately and collectively. Each of the above representations shall be deemed to have been made as of the date that the Grant Deed is recorded, and shall survive

the recording of the Grant Deed by a period of two (2) years following the date that the Grant Deed is recorded. If, before the recording of the Grant Deed, Grantor discovers any information or facts that would materially change any of these representations, Grantor shall immediately give notice in writing to District of such facts and information. If any of the foregoing representations cease to be true before the recording of the Grant Deed, the District may, in its unfettered discretion, either: (i) cancel and terminate this Agreement; (ii) waive such matter and close escrow hereunder without reduction of or adjustment to the Purchase Price or any of the other terms of this Agreement; (iii) give the Grantor the option to remedy the problem before the recording of the Grant Deed; or (iv) deduct from the payments required by Section 2A above, as a credit to the District, an amount as determined by the District that is reasonably required to remedy the problem. In the event that prior to recordation of the Grant Deed the District discovers any information or facts that would materially change any of these representations of Grantor, whether such discovery is a result of any notice from Grantor or of any testing or due diligence inquiry conducted by District, and the District elects to close escrow hereunder notwithstanding such discovery, then the applicable representation(s) of Grantor affected by such discovery shall be deemed automatically qualified and amended to reflect such facts and circumstances.

12. Hazardous Substances

The parties acknowledge, understand, and agree that any liability associated with the presence of any Hazardous Substance, as defined below, on or adjacent to any portion of the Property shall be governed by the provisions of section 13 below, regardless of whether any inspection, examination, sampling, testing, assessment, or other investigation is conducted by the District.

"Hazardous Substance(s)" includes, but is not limited to, any hazardous or toxic substance, material or waste, or any solid waste, pollutant, or contaminant that is:

(i.) Regulated by any local governmental agency, the State of California or the United States Government; (ii) defined as such in any federal, State, or local statute, ordinance, rule, or regulation applicable to the property, including, without limitation, the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (Title 42 United States Code sections 9601-9675), the Resource Conservation and Recovery Act (Title 42 United States Code sections 6901-6992k), the Carpenter-Presley-Tanner Hazardous Substance Account Act (California Health and Safety Code sections 25330-25395), and the Hazardous Waste Control Law (California Health and Safety Code sections 25100-25250.25); (iii) listed in the United States Department of Transportation Table (49 CFR § 172.101) or by the Environmental Protection Agency, or listed as hazardous substances by any equivalent State of California or local governmental agency, or any successor agency (40 CFR Part 302); (iv.) asbestos or asbestos containing material; (v.) radon gas; (vi.) petroleum or petroleum fractions; (vii.)

any explosive substances (viii.) polychlorinated biphenyl; (ix.) a radioactive material, and (x.) per chlorate.

13. Indemnification

A. Each party (hereafter the "Indemnifying Party") agrees and covenants to indemnify, defend (with counsel acceptable to the other party, hereinafter "Indemnified Party"), which consent shall not be unreasonably withheld), and hold the Indemnified Party, and its officers, employees and agents, harmless from and against any and all liabilities, penalties, losses, damages, costs, expenses (including reasonable attorneys' fees), causes of action, claims, or judgments that arise by reason of any death, bodily injury, personal injury, property or economic damage, or violation of any law or regulation, or damage to the environment, including ambient air, soil, soil vapor, groundwater, or surface water, and resulting from or in any way connected with: (i) any acts or omissions related to the performance of this Agreement, (ii) any breach of this Agreement, or (iii) the occupancy or use of the Property (including, but not limited to, the use, storage, treatment, transportation, release, or disposal of Hazardous Substances on or about any portion of the Property), by the Indemnifying Party, its officers, employees, agents, engineers, contractors or subcontractors, or any other person or entity employed by or acting on their behalf unless and except such liability and/or damages are the result of the negligence or willful misconduct of the Indemnified Party.

B. The parties further agree and understand as follows: a party does not, and shall not be deemed to, waive any rights against the other party which it may have by reason of the aforesaid indemnity and hold harmless agreement because of any insurance coverage available; the scope of the aforesaid indemnity and hold harmless agreement is to be construed broadly and liberally to provide the maximum coverage in accordance with their terms; no specific term or word contained in this Section shall be construed as a limitation on the scope of the indemnification and defense rights and obligations of the parties unless specifically so provided. The provisions of this Section shall survive the recording of any deeds, easements or other documents hereunder.

14. Attorney Fees

Either party may bring a suit or proceeding to enforce or require performance of the terms of this Agreement, and the prevailing party in such suit or proceeding shall be entitled to recover from the other party reasonable costs and expenses, including attorney's fees.

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15. Notices

Any notice that either party may or is required to give the other shall be in writing, and shall be either personally delivered or sent by regular U.S. Mail (with any notice sent by regular mail being deemed received on the 3rd business day after deposit in the mail, postage prepaid), to the following address:

To District:

Denise Wakefield
Director of Facilities
Tracy Unified School District
1875 W. Lowell Avenue
Tracy, CA 95376
Telephone: (209) 830-3200
Facsimile: (209) 830-3249

With a copy to:

William T. Chisum
Kronick, Moskovitz,
Tiedemann & Girard
400 Capitol Mall, 27th Floor
Sacramento, CA 95814
Telephone: (916) 321-4500
Facsimile: (916) 321-4555

To Grantor:

Cesar Parra
J. Rockcliff Realtors
5075 Hopyard Road, Suite 110
Pleasanton, CA 94588
Telephone: (510) 292-6674
Facsimile: (510) 217-6237

With a copy to:

Francisco & Erindira Bruno
1247 95th Avenue
Oakland, CA 94603-1419

16. Binding on Successors

This Agreement shall be binding on and shall inure to the benefit of the District and Grantor, and their respective successors, assigns; provided that this Agreement may only be assigned with the written consent of both parties, and any attempt to assign this Agreement without such consent shall be void.

17. Entire Agreement

The parties have herein set forth the whole of their Agreement. All prior oral discussions, representations, and/or agreements, if any, are specifically superseded by this Agreement, which is intended by the parties to contain all of the terms and conditions agreed to by them with regard to acquisition of the Property by District.

18. Amendment

This agreement may be modified, changed, or rescinded only by an instrument in writing executed by the parties hereto.

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19. Brokers

Grantor and District each warrant to the other that no person or entity can properly claim a right to a commission, finder's fee, or other compensation with respect to the transaction contemplated by this Agreement, with the exception that the sum of twelve thousand dollars (\$12,000.00) shall be deducted from the total compensation specified in section 2A of this Agreement and paid by the Escrow Holder to Cesar Parra, at the address noted herein, at the Close of Escrow. Except as provided herein, if any broker or finder makes any claim for a commission, finder's fee or other compensation, the party through which the broker or finder makes such claim shall indemnify, defend and hold the other party harmless from all liabilities, expenses, losses, damages or claims (including the indemnified party's reasonable attorneys fees) arising out of such broker's or finder's claims.

20. Time of Essence

Time is of the essence for each condition, term, and provision in this Agreement.

21. Good Faith Assurances

District and Grantor shall act in good faith and use their reasonable good faith efforts after the Effective Date of this Agreement to ensure that their respective obligations hereunder are fully and punctually performed. District and Grantor shall perform any further acts and execute and deliver any other documents or instruments that may be reasonably necessary to carry out the provisions of this Agreement.

22. Waivers

No waiver of any breach of any covenant or provision in this Agreement shall be deemed a waiver of any other covenant or provision in this Agreement and no waiver shall be valid unless in writing and executed by the waiving party.

23. Severability

If any term or provision of this Agreement shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement shall not be affected, so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner adverse to either party. Upon such determination that any term or provision is illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner to the end that transactions contemplated hereby are fulfilled to the greatest extent possible.

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Bruno APN 240-040-01

24. Construction

Section headings are solely for the convenience of the parties and are not a part of and shall not be used to interpret this Agreement. The singular form shall include the plural and vice versa. This Agreement shall not be construed as if it had been prepared by one of the parties, but rather as if both parties have prepared it. Unless otherwise indicated, all references to Sections are to this Agreement. All exhibits referred to in this Agreement are attached to it and incorporated into it by this reference. Except as expressly provided, this Agreement is not intended to confer third party beneficiary status on a person or entity.

25. Governing Law

This Agreement shall be construed in accordance with and governed by the laws of the State of California. Any legal action arising under or related to this Agreement shall be brought and prosecuted in the San Joaquin County Superior Court.

26. Counterparts

This Agreement may be executed in counterparts and all counterparts so executed shall constitute one agreement binding on all parties hereto. It shall not be necessary for each party to execute the same counterpart hereof.

27. Recording

Either party may record this Agreement in the Recorder's Office in San Joaquin County.

[Remainder of Page Left Blank]

28. Authority

Each individual executing this Agreement on behalf of an entity represents and warrants that he or she has been authorized to do so by the entity on whose behalf he or she executes this Agreement and that said entity will thereby be obligated to perform the terms of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set forth below:

GRANTOR(S):

GRANTEE:

Tracy Joint Unified School District

Date: _____

Date: _____

By: Francisco Bruno
Francisco Bruno

Name: _____

Date: _____

Title: _____

By: Erendina Bruno
Erendina Bruno

ATTEST:

By: _____
District Secretary

Date: _____

Exhibit "A"

Legal Description

EXHIBIT "A"
LEGAL DESCRIPTION
FOR SCHOOL PARCEL
Parcel Three

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

COMMENCING at the southwest corner of said Section 30; thence northerly along the west line of Section 30 North 00° 26' 39" East, 2645.56 feet to the most southerly line of Parcel 3 as said parcel is shown on said Record of Survey; thence easterly along said southerly line, South 89° 37' 44" East, 40.00 feet to the TRUE POINT OF BEGINNING, said point also being the Northwest corner of the land described in deed to Frank Edward Costa, et ux, recorded April 24, 1947 in Volume 1064 of Official Records at Page 108, San Joaquin County Records; thence; thence South 89° 37' 44" East along the North line of said Costa land, 160.00 feet; South 00° 26' 31" West parallel to the West line of said Costa land, 100.00 feet; thence North 89° 37' 44" West parallel to the North line of said Costa land, 160.00 feet to a point in the West line of said land; thence North 00° 26' 31" East along the West line, a distance of 100.00 feet to the TRUE POINT OF BEGINNING of this description containing 0.3673 acres more or less.

EXCEPTING THEREFROM the 1/2 interest in all mineral rights as reserved in deed by Alfred C. Altken et ux, recorded December 2, 1944 in Book 907, Page 113 of Official Records.

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

This description was prepared by me or under my direction.

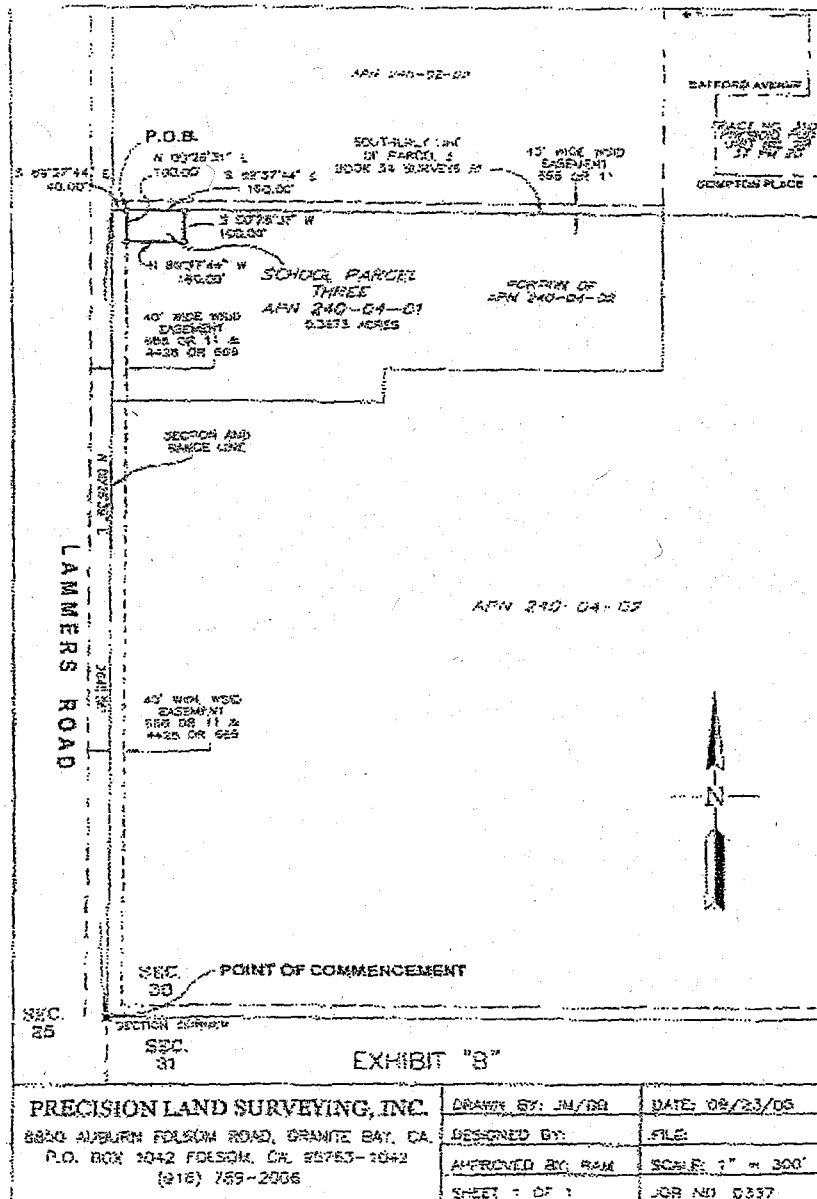
Richard A. Marino
Richard A. Marino L.S. 6376
Expires 12-31-06

9/26/05
Date



Exhibit "B"

Plat Map



8714811

Grano APN 240-04-01

Exhibit "C"

Grant Deed

NO FEE DOCUMENT

Government Code §§ 6103 & 27383

RECORDING REQUESTED BY AND

WHEN RECORDED MAIL TO:

Tracy Joint Unified School District
1875 W. Lowell Avenue
Tracy, CA 95376
Attn: Denise Wakefield,
Director of Facilities

The Above Space For Recorder's Use Only

APN NO.: 240-040-01

THIS TRANSACTION IS EXEMPT FROM CALIFORNIA DOCUMENTARY TRANSFER TAX PURSUANT TO SECTION 11922 OF THE CALIFORNIA REVENUE AND TAXATION CODE. THIS DOCUMENT IS EXEMPT FROM RECORDING FEES PURSUANT TO SECTIONS 6103 AND 27383 OF THE CALIFORNIA GOVERNMENT CODE.

GRANT DEED

FOR A VALUABLE CONSIDERATION, receipt and sufficiency is hereby acknowledged, FRANCISCO BRUNO and ERENDIRA BRUNO, husband and wife as joint tenants, (collectively "Grantors"), hereby grants in fee to the TRACY JOINT UNIFIED SCHOOL DISTRICT, a public school district, (Grantee), the following described real property situated in the unincorporated portion of County of San Joaquin, State of California; as described in Exhibit A and depicted in Exhibit B.


Executed this 0TH day of September, 2007

GRANTORS:

By: Francisco Bruno
Francisco Bruno

By: Erendira Bruno
Erendira Bruno

Mail Tax Statements
To: Finance Department
Tracy Joint Unified School
District
1875 W. Lowell Ave.
Tracy, CA 95376

STATE OF CALIFORNIA)
COUNTY OF Alameda) ss.
On Sept. 6, 2007, before me, the undersigned, a notary public for the state,
personally appeared Francisco Bruno and Eréndira Bruno
☐ personally known to me – OR –
☒ proved to me on the basis of satisfactory evidence
to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged
to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by
his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the
person(s) acted, executed the instrument.
WITNESS my hand and official seal.

Print Name: Erica Farias NOTARY SEAL

STATE OF CALIFORNIA)
COUNTY OF _____) ss.
On _____, 2007, before me, the undersigned, a notary public for the state,
personally appeared _____
☐ personally known to me – OR –
☒ proved to me on the basis of satisfactory evidence
to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged
to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by
his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the
person(s) acted, executed the instrument.
WITNESS my hand and official seal.

Print Name: _____ NOTARY SEAL

Exhibit A to
Grant Deed

Legal Description of Fee Title

EXHIBIT "A"
LEGAL DESCRIPTION
FOR SCHOOL PARCEL
Parcel Three

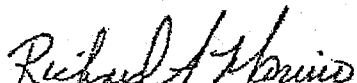
All that real property situate in the County of San Joaquin, State of California, being a portion of Government Lot 3 in south half of Section 30, Township 2 South, Range 5 East, Mount Diablo Base and Meridian as shown on that Record of Survey filed in Book 34, Page 81, S.J.C.R., being more particularly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

COMMENCING at the southwest corner of said Section 30; thence northerly along the west line of Section 30 North $00^{\circ} 26' 39''$ East, 2645.56 feet to the most southerly line of Parcel 3 as said parcel is shown on said Record of Survey; thence easterly along said southerly line, South $89^{\circ} 37' 44''$ East, 40.00 feet to the TRUE POINT OF BEGINNING, said point also being the Northwest corner of the land described in deed to Frank Edward Costa, et ux, recorded April 24, 1947 in Volume 1064 of Official Records at Page 108, San Joaquin County Records; thence; thence South $89^{\circ} 37' 44''$ East along the North line of said Costa land, 160.00 feet; South $00^{\circ} 26' 31''$ West parallel to the West line of said Costa land, 100.00 feet; thence North $89^{\circ} 37' 44''$ West parallel to the North line of said Costa land, 160.00 feet to a point in the West line of said land; thence North $00^{\circ} 26' 31''$ East along the West line, a distance of 100.00 feet to the TRUE POINT OF BEGINNING of this description containing 0.3673 acres more or less.

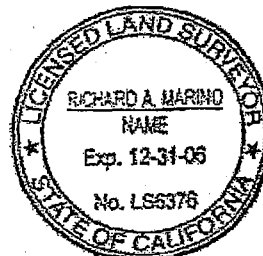
EXCEPTING THEREFROM the $\frac{1}{2}$ interest in all mineral rights as reserved in deed by Alfred C. Alken et ux, recorded December 2, 1944 in Book 907, Page 113 of Official Records.

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

This description was prepared by me or under my direction.


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

9/26/05
Date



**Exhibit B to
Grant Deed**

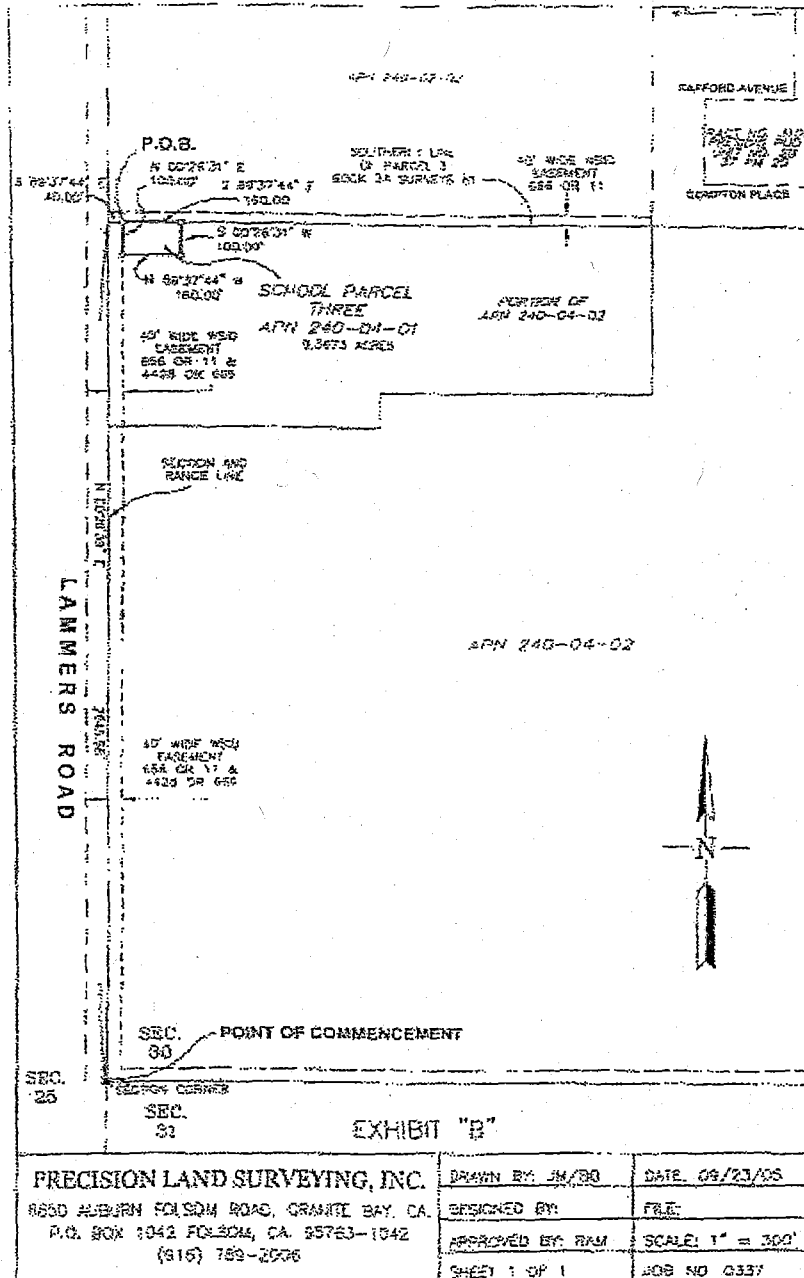


EXHIBIT "B"

PRECISION LAND SURVEYING, INC.

8650 AUBURN FOLSOM ROAD, GRANITE BAY, CA
P.O. BOX 1042 FOLSOM, CA 95763-1042
(916) 769-2006

DRAWN BY: JH/BO

DESIGNED BY:

APPROVED BY: RAM

SHEET 1 OF 1

DATE: 05/23/05

FILE:

SCALE: 1" = 300'

JOB NO. 0337

EXHIBIT "D"

Leases

[Insert Lease Description]



TRACY
UNIFIED SCHOOL DISTRICT

BUSINESS SERVICES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: Dr. Casey Goodall, Assistant Superintendent for Business
DATE: September 17, 2007
SUBJECT: Approve List of Qualified Special Testing and Inspection Firms to Perform Required Testing and Inspection Services on New Construction and Modernization Projects

BACKGROUND: The District is required to hire special testing and inspections firms to provide specific testing during new construction and modernization projects. These tests and inspections include but are limited to the following: concrete design mix, concrete compression, masonry mortar and grout compression, asphalt flash points, steel welding, tensile and pipe bend and stress testing, bolt testing, pipe welding tests, etc. Due to the number of projects that require these testing and inspection services, staff requested the qualifications of several firms that conduct business within our region that can be contacted as needed to perform the necessary studies.

RATIONALE: A total of twelve firms responded to the District's Request for Qualifications (RFQ). Each of the firms was ranked on various categories, including: location; hourly rate; similar size projects; etc. Ranking was conducted by the District's staff; architects; inspectors and construction managers which also took into consideration past experiences working with the firms. There will be several projects that will be under construction in the next several months, therefore the 3 top ranked firms have been recommended for employment on an as needed basis and will be contacted in priority order.

The firms selected for special testing and inspection services are: 1.) Wallace and Kuhl 2.) RES Engineering 3.) Kleinfelder West, Inc.

FUNDING: Project funding will come from a number of resources depending on the nature of the project, including: Developer Fees, Measure E Funds, General Fund and • Deferred Maintenance

RECOMMENDATION: Approve List of Qualified Special Testing and Inspection Firms to Perform Required Testing and Inspection Services on New Construction and Modernization Projects

Prepared by: Denise Wakefield, Director of Facilities



BUSINESS SERVICES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: Dr. Casey Goodall, Assistant Superintendent for Business
DATE: September 17, 2007
SUBJECT: Approve List of Qualified Geotechnical Firms to Perform Required Engineering Services on New Construction and Modernization Projects

BACKGROUND: The District is required to hire Geotechnical Engineers to provide reports regarding the soil composition and seismic design criteria for both new construction and modernization projects. These reports and engineering services may include but are limited to the following: investigations of structural foundations, slope stability, liquefaction, seismic settlement, slab floors, seepage, drainage, soil stabilization, etc. Due to the number of projects that require these services, staff requested the qualifications of several firms that conduct business within our region that can be contacted as needed to perform the necessary studies.

RATIONALE: A total of nine firms responded to the District's Request for Qualifications (RFQ). Each of the firms was ranked on various categories, including: location; hourly rate; similar size projects; etc. Ranking was conducted by the District's staff; architects; inspectors and construction managers which also took into consideration past experiences working with the firms. There will be several projects that will be under construction in the next several months, therefore the 3 top ranked firms have been recommended for employment on an as needed basis and will be contacted in priority order.

The firms selected for geotechnical services are: 1.) Wallace and Kuhl 2.) ES Geotechnologies 3.) Terrasearch, Inc.

FUNDING: Project funding will come from a number of resources depending on the nature of the project, including: Developer Fees, Measure E Funds, General Fund and Deferred Maintenance

RECOMMENDATION: Approve List of Qualified Geotechnical Firms to Perform Required Engineering Services on New Construction and Modernization Projects

Prepared by: Denise Wakefield, Director of Facilities



HUMAN RESOURCES MEMORANDUM

TO: James Franco, Superintendent
FROM: James Mousalimas, Assistant Superintendent, H.R. *Jm*
DATE: September 6, 2007
SUBJ: Approve the Attached Declaration for One Provisional Intern Permit For Lavette Richards, 9-12 Science

BACKGROUND: In response to the phasing out of emergency permits, the California Commission on Teacher Credentialing has instituted the use of the Provisional Intern Permit (PIP) effective July 1, 2005. It allows an employing agency to fill immediate staffing needs by hiring an individual who has not yet met the subject matter competence requirement for an internship program. This permit can only be requested by the employing agency. The permits are issued for one year and service is restricted to that employing agency. This agenda item meets strategic goal #7, Educational Leadership.

RATIONALE: The Provisional Intern Permit allows the employing agency to fill immediate staffing needs by hiring an individual who has not yet met the subject matter competence requirement for an internship program.

COST: There is no cost to the District.

RECOMMENDATION: Approve the attached declaration for one Provisional Internship Permit.

PREPARED BY: James Mousalimas, Assistant Superintendent - HR

**BEFORE THE BOARD OF TRUSTEES
TRACY UNIFIED SCHOOL DISTRICT
COUNTY OF SAN JOAQUIN
STATE OF CALIFORNIA**

DECLARATION

The Governing Board of Tracy Unified School District declares that the District has elected to employ the following teacher under a Provisional Intern Permit. The individual will be provided orientation, guidance and assistance during the valid period of the permit. They will also be provided assistance to seek and enroll subject matter training, if necessary, in an effort to pass the subject matter competency exam. Once the exam is passed, the individual will be eligible for an Intern Permit.

Lavette Richards: Science – Grades 9-12

AYES:

NOES:

ABSTAIN:

ABSENT:

Gregg Crandall
Board President
Date:

ATTEST:

James Vaughn
Board Vice President
Date:



EDUCATIONAL SERVICES MEMORANDUM

To: Dr. Jim Franco, Superintendent
From: *JS* Dr. Sheila Harrison, Assistant Superintendent of Educational Services
Date: September 14, 2007
Subject: Approve Revised Job Description for the Adult School Counselor at Tracy Adult School

BACKGROUND: The job description for the Adult School Counselor needs to be revised and updated to accurately reflect job duties and responsibilities. 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 Adult School and the District continue 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. The job description for the Tracy Adult School was last updated in 1999. This agenda item meets Strategic Goal #7: Educational Leadership.

FUNDING: No cost

RECOMMENDATION: Approve Revised Job Description for the Adult School Counselor at Tracy Adult School

Prepared by: Walter Gouveia, Director of Adult and Career and Technical Education

Revised

TRACY UNIFIED SCHOOL DISTRICT JOB DESCRIPTION

POSITION TITLE: Adult School Counselor

DEPARTMENT: Adult School

POSITION SUMMARY: The Adult School Counselor, under the general direction of the Director of Adult, Career and Technical Education, and/or Director's designee, will perform a variety of duties in developing, planning, and implementing a comprehensive Adult School counseling and guidance program that includes academic, career, and personal/social development for adult school students. The Adult School Counselor will serve 205 days of service per school year and shall work on a prearranged schedule, as determined by his/her Supervisor, between 7:00 a.m. and 9:00 p.m. with additional hours as needed to fulfill the requirements of the position.

ESSENTIAL FUNCTIONS:

1. Provides for all students the opportunity of either individual; or group counseling, including matters concerning student academic or social behavior.
2. Provides all teachers and parents the opportunity for consultation regarding student academic and/or social behavior.
3. Helps pupils to define their long-range educational goals. Assists them in making appropriate decisions regarding their school program; interprets requirements relating to successful performance in various courses of study and for promotion, graduation, and job-entry vocational skills or college entrance requirements; and assists pupils in establishing short-range goals for each school year and in setting personal performance standards.
4. Establishes, with teachers and school administration, standards of pupil behavior through proper control and supervision and the provision of learning activities, which stimulate the interest and motivation of pupils.
5. Provides for all students' services of academic advising, course selecting, articulation between Adult Education Programs and other District Programs.
6. Supervises and/or proctors the placement testing program for adults in the areas of adult basic education, high school diploma, CASAS, G.E.D. testing, the CAHSEE, subject matter area testing and other required state and district assessments.
7. Assists in the development of appropriate educational plans for those students whose intellectual and social behavior prevent them from profiting to the maximum of their abilities in school environments.
8. Assists pupils in evaluating their relationships with other pupils and with teachers and/or administrators: helps pupils in predicting the consequences of various courses of action open to them; reinforces techniques; and refers serious behavioral problems to the Director.
9. Provides information and advises students on college selection and entrance procedures.
10. Maintains records necessary for the accomplishment of his or her duties including a file on each student advised; a record of conferences with pupils and parents; and a record of pupils' marks, warnings, progress reports; and current course of studies for individual pupils.

POSITION TITLE: Adult School Counselor

11. Maintains contact with area self-help organizations in order to properly refer to outside resources.
12. Participates cooperatively with the Director or his designee to mutually develop the system where he will be evaluated in conformity with the district's uniform guidelines for evaluation and assessment.
13. Advises, cooperates or participates where possible in major decisions involving budgeting, staffing, curriculum and discipline.
14. Maintains professional competence through participation in in-service education activities provided by the district and/or self-selected professional growth activities.
15. Interprets individual and group testing to pupils, parents, and teachers; administers group aptitude and achievement tests; implements and interprets screening programs as it relates to pupils advised.
16. Works with K-12 administrators, advisory, committees, and community business and agencies to develop community schools, K-Adult, Life-Long Learning, Career Technical Education, Independent and Home Schooling.
17. Assists in the coordination of off-campus classes in community centers, city schools and rural schools throughout the district.
18. Assists in the coordination of the Tracy Adult Resource Program (TARP), a day program for adults with developmental disabilities.
19. Assists in the coordination of the Adult Basic Education (ABE), English as a Second Language (ESL). And the ESL/Citizenship programs and other programs as assigned.
20. Assists the Director in developing all schedules, brochures, and publicity for all adult education programs.
21. Performs other related duties as assigned after consultation with the adult school Director.
22. Maintains regular and prompt attendance in the workplace.
23. Performs other reasonable duties as assigned or required in fulfillment of District goals.

DUTIES AND RESPONSIBILITIES:

In addition to personal counseling, the Adult School Counselor shall furnish assistance in the areas of:

- | | |
|---------------------------------|------------------------------|
| (1) Subject Choice | (7) Curriculum |
| (2) Test Interpretation | (8) Student Placement Level |
| (3) Advanced Training Selection | (9) Research |
| (4) Scholarships and Loans | (10) Follow-up Data |
| (5) Vocational Choice | (11) Student Achievement |
| (6) Job Placement | (12) Student Recommendations |

EDUCATION AND EXPERIENCE:

Ability to provide and carry out oral and written directions in English, to read and speak at a level sufficient to fulfill the duties described. The counselor must hold a valid California Pupil Personnel Services Credential in school counseling. Previous experience as an adult or high school counselor and/or teacher is desirable.

POSITION TITLE: Adult School Counselor

SKILLS AND QUALIFICATIONS:

1. Ability to communicate effectively, both orally and in writing.
2. Ability to prepare comprehensive reports.
3. Knowledge and ability to provide effective instructional strategies and leadership.
4. Knowledge of the intellectual, social, emotional and physical needs of high school age students.
5. Ability to maintain cooperative working relationships with those contacted in the course of work.
6. Strong interpersonal skills.
7. Knowledge of age and subject curriculum.

PHYSICAL REQUIREMENTS:

Employees in this position must have the ability to:

1. Sit for extended periods of time.
2. Stand and/or walk on hard and/or uneven surfaces for extended periods of time.
3. Bend, squat, stoop and/or climb for extended periods of time.
4. Reach overhead, grasp, push/pull up to 25 pounds for short distances.
5. Enter data/information in a computer terminal and operate standard office equipment for extended periods of time.
6. See and read a computer screen and printed matter with or without vision aids.
7. Speak so that others may understand at normal levels and on the telephone.
8. Hear and understand at normal levels and on the telephone with or without hearing aids.
9. Lift and carry up to 25 lbs. at shoulder height for short distances.

WORK ENVIRONMENT:

Employees in this position will be required to work indoors in an office and/or classroom environment and come in direct contact with District and site staff, students and the public.

SALARY: Leadership/Management Psychologist Counselor (LMP) Salary Schedule Range 6

DAYS OF SERVICE: 205

Original

ADULT SCHOOL COUNSELOR

Minimum Qualifications:

The Adult School Counselor must hold a valid Pupil Personnel Services credential. Previous teaching experience is desirable.

Immediate Supervisor:

Adult School Principal

Hours and Days of Work:

The High School Counselor serves 205 days a year. Normal working hours arranged during Adult Education hours.

Major Duties and Responsibilities:

1. Provides for all students the opportunity of either individual; or group counseling, including matters concerning student academic or social behavior.
2. Provides all teachers and parents the opportunity for consultation regarding student academic and/or social behavior.
3. Helps pupils to define their long-range educational goals. Assists them in making appropriate decisions regarding their school program; interprets requirements relating to successful performance in various courses of study and for promotion, graduation, and job-entry vocational skills or college entrance requirements; and assists pupils in establishing short-range goals for each school year and in setting personal performance standards.
4. Establishes, with teachers and school administration, standards of pupil behavior through proper control and supervision and the provision of learning activities, which stimulate the interest and motivation of pupils.
5. Provides for all students' services of academic advising, course selecting, articulation between Adult Education Programs and other District Programs.
6. Assists in the development of appropriate educational plans for those students whose intellectual and social behavior prevent them from profiting to the maximum of their abilities in school environments.
7. Assists pupils in evaluating their relationships with other pupils and with teachers and/or administrators: helps pupils in predicting the consequences of various courses of action open to them; reinforces techniques; and refers serious behavioral problems to the principal.

8. Provides information and advises students on college selection and entrance procedures.
9. Maintains records necessary for the accomplishment of his or her duties including a file on each student advised; a record of conferences with pupils and parents; and a record of pupils marks, warnings, progress reports; and current course of studies for individual pupils.
10. Maintains contact with area self-help organizations in order to properly refer to outside resources.
11. Participates cooperatively with the principal or his designee to mutually develop the system by which he will be evaluated in conformance with the district's uniform guidelines for evaluation and assessment.
12. Advises, cooperates or participates where possible in major decisions involving budgeting, staffing, curriculum and discipline.
13. Maintains professional competence through participation in in-service education activities provided by the district and/or self-selected professional growth activities.
14. Interprets individual and group testing to pupils, parents, and teachers; administers group aptitude and achievement tests; implements and interprets screening programs as it relates to pupils advised.
15. Works with K-12 administrators, advisory, committees, and community business and agencies to develop community schools, K-Adult, Life-Long Learning, School-to-Career concept of education, Independent and Home Schooling.
16. Coordinates off-campus classes in community centers, city schools and rural schools throughout the district.
17. Coordinates the Tracy Adult Resource Program (TARP), a day program for adults with developmental disabilities.
18. Coordinates the Adult Basic Education (ABE), English as a Second Language (ESL). And the ESL/Citizenship programs and other programs as assigned.
19. Assists the Principal in developing all schedules, brochures, and publicity for all adult education programs.

20. Performs other reasonable duties as assigned after consultation with the adult school principal.

COUNSELOR

It is the responsibility of each counselor to provide appropriate counseling services for every student, teacher, or parent that request it.

Duties and Responsibilities:

In addition to personal counseling, each counselor shall be responsible to furnish assistance in the areas of:

- | | |
|---------------------------------|------------------------------|
| (1) Subject Choice | (7) Curriculum |
| (2) Test Interpretation | (8) Student Placement Level |
| (3) Advanced Training Selection | (9) Research |
| (4) Scholarships and Loans | (10) Follow-up Data |
| (5) Vocational Choice | (11) Student Achievement |
| (6) Job Placement | (12) Student Recommendations |

