

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, AUGUST 14, 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: #FF07-08/1

3.2 Human Resources:

3.2.1 Consider Leave of Absence Request for Classified Employee #UCL-102,
Pursuant to Article XXIII

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

3.2.2 Consider Leave of Absence Request for Classified Employee #UCL-103,
Pursuant to Article XXIII

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

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

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

3.2.4 Conference with Legal Counsel – Anticipated Litigation
(G.C. 54956.9(b))

- Number of Potential Cases: one (1)

3.2.5 CONFERENCE WITH LABOR NEGOTIATORS

(Government Code section 54957.6)

Agency Designated Representative: Board of Trustees President

Employee Organization: Unrepresented Employee (Superintendent)

4. Adjourn to Open Session

5. Call to Order and Pledge of Allegiance

6. Closed Session Issues:

6a Action on Findings of Fact # FF07-08/1

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

6b Report Out of Action Taken on Consider Leave of Absence Request for Classified Employee #UCL-102, Pursuant to Article XXIII

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

6c Report Out of Action Taken on Consider Leave of Absence Request for Classified Employee #UCL-103, Pursuant to Article XXIII

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

7. Approve Regular Minutes of June 26, 2007.

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

Approve Special Minutes of July 13, 2007.

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

8. Student Representative Reports: None.

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

9.1 Recognize Certificated Retiree

9.2 Recognize Joan Juarez for Being Named News10's Teacher of the Year for 2007

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

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

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

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11. Information & Discussion Items:	An opportunity to present information or reports concerning items that may be considered by Trustees at a future meeting.	Pg. No.
11.1 Administrative & Business Services:		
11.1.1	Acknowledge Report on Measure E Projects	8
11.1.2	Acknowledge Report on Proposed Staffing Changes in Business Services	9-11
11.1.3	Acknowledge Report on Grounds Summer Plans	12-13
11.2 Educational Services:		
11.2.1	Receive Report on Staff Development Initiatives for the 2007-2008 School Year	14
12. PUBLIC HEARING:	None.	
13. Consent Items:	Actions proposed for consent are consistent with the approved practices of the district and are deemed routine in nature. Trustees receive board agenda background information in advance of scheduled meetings and are prepared to vote with knowledge on the consent items.	
Action:	Motion__ ; Second__ . Vote: Yes__ ; No__ ; Absent__ ; Abstain__	
13.1 Administrative & Business Services:		
13.1.1	Ratify Routine Expenditures and Notice of Completions Which Meet Criteria for Board Review and Approval	15-17
13.1.2	Ratify Measure E Related Expenditures and Notice of Completions Which Meet Criteria for Board Review and Approval	18-22
13.2 Educational Services:		
13.2.1	Ratify Overnight Travel for Tracy High School Students to Participate in a Leadership Training Workshop in Tracy, California, on July 23-24, 2007	23
13.2.2	Ratify Master Contract and Individual Service Agreement with South San Joaquin Education Center	24-43
13.2.3	Ratify Master Contract and Individual Services Agreement with Reyn Franca School, MPS	44-63
13.2.4	Ratify Contract and Individual Service Agreement with South San Joaquin Education Center	64-83
13.2.5	Ratify Request to Attend Second National School Neuropsychological Conference in Grapevine, Texas for Dr. Mark Miller	84-85
13.2.6	Ratify Contract with DataWorks for Central School's High Priority Schools Grant for the 2007/08 School Year	86-93
13.2.7	Approve Agreement for Special Contract Services with A+ Achievement Consulting for Dr. Bonnie Davis to Present at the Staff Development Buy-Back Day on Wednesday, January 30, 2008	94-96
13.2.8	Approval of Vision Screenings for the 2007/2008 School Year	97-99
13.2.9	Approve Service Agreement with Stanislaus County Office of Education for Student Hearing Screenings for the 2007/2008 School Year	100-101
13.2.10	Receive Update on quarterly Williams Uniform Complaint Reports for the 2006-2007 School Year	102-106
13.2.11	Approve Agreement for Special Contract Services with Ruth Miller, Consultant, to Provide Baldrige Training and Coaching Presentations for Management Team and Coaching for Principals	107-109

	Pg. No.
13.2.12 Approve Contract with San Joaquin County Office of Education to Provide Workshops on "Structures and Strategies for ELL Students" for the 2007/2008 School year	110-112
13.2.13 Approve Special Services Contract with Horizon Intertainment, LLC to Conduct an Assembly at Williams Middle School on Teen Truth Bully Prevention on September 4, 2007	113-117
13.3 Human Resources:	
13.3.1 Approve Classified, Certificated and/or Management Employment	118-126
13.3.2 Accept Resignations/Retirements/Leaves of Absence for Classified, Certificated, and/or Management Employment	127-130
14. Action Items: Action items are considered and voted on individually. Trustees receive background information and staff recommendations for each item recommended for action in advance of scheduled meetings and are prepared to vote with knowledge on the action items.	
14.1 Administrative & Business Services: None.	
14.1.1 Adopt Resolution No. 07-01 to Change Authorized Signatory/District Representative to the Office of Public School Construction	131-132
Action: Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain__.	
14.1.2 Adopt Resolution No. 07-02 to Excuse Meeting Absence of Board Member	133-134
Action: Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain__.	
14.1.3 Authorize Increase of 5.5. Hours of Transportation Department Clerk Typist II Staffing (Report)	135-136
Action: Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain__.	
14.2 Educational Services:	
14.2.1 Approve Adoption of <i>Essentials of Human Anatomy and Physiology</i> , High School Science Textbook	137
Action: Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain__.	
14.3 Human Resources:	
14.3.1 Approve Revised Job Description for the Coordinator for Gifted and Talented Education (GATE)	138-140
Action: Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain__.	
14.3.2 Approve the Attached Declaration for One Provision Intern Permit for Margarita Castillo, K-12 Education Specialist	141-142
Action: Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain__.	
14.3.3. Approve Variable Term Waiver for Dominique Banner Mathematics Grades 9-12	143-148
Action: Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain__.	
14.3.4 Approve Amendment to Superintendent's Contract	149-151
Action: Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain__.	
14.3.5 Approve Expenditure of General Fund Money in the Amount of \$15,000 to Cover the Cost of Monetary Awards for Employee Accomplishments and/or Contributions	152-153
Action: Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain__.	
15. Board Reports: An opportunity for board members to discuss items of particular importance or interest in the district.	

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

17. Board Meeting Calendar:

- 17.1 August 28, 2007
- 17.2 September 11, 2007
- 17.3 September 25, 2007
- 17.4 October 9, 2007
- 17.5 October 23, 2007

18. Upcoming Events:

- | | |
|------------------------|-------------------------------|
| 18.1 August 16, 2007 | BTSN: CES, HES, MES PCS, VES |
| 18.2 August 22, 2007 | BTSN: MVMS, SWP, THS |
| 18.3 August 23, 2007 | BTSN: SWP |
| 18.4 August 27, 2007 | Staff Welcome Back (WHS Gym) |
| 18.5 August 29, 2007 | BTSN: BES, WMS |
| 18.6 September 3, 2007 | No School, Labor Day |
| 18.7 September 5, 2007 | BTSN: IGCG, Stein, WHS |
| 18.8 October 29, 2007 | No School, Parent Conferences |

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

**Minutes of
Regular Meeting of the Governing Board
For Tracy Unified School District
Held on Tuesday, June 26, 2007**

- 5:15 PM:** Vice-President Vaughn called the meeting to order and adjourned to closed session.
- Roll Call:** Board: J. Feller, T. Guzman, T. Hawkins, K. Lewis, B. Swenson, J. Vaughn.
Absent: G. Crandall.
Staff: J. Franco, J. Mousalimas, C. Goodall, S. Harrison, B. Etcheverry.
- 7:06 PM:** Vice-President Vaughn called the Tracy Unified School District Board of Education to order and led those present in the Pledge of Allegiance.
- Closed Session:**
- 6a** Action on Findings of Fact #FF06-07/195, 218, 219, 223, 225, 226, 229, 231, 232, 233, 234, 236, 237, 238, 239, 240, 241, 242, 243, 244, 246, 251, 252 (as amended)
Action: Lewis, Guzman. **Vote:** Yes-6; No-0; Absent-1(Crandall)
Action: #FF06-06/245: Lewis, Swenson. **Vote:** Yes-5; No-1(Feller); Absent-1(Crandall)
- 6b** Report Out of Action Taken on Application for Reinstatement: #AR06-07/58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 71, 72, 73
Action: **Vote:** Yes-6; No-0; Absent-1(Crandall)
- 6c** Report Out of Action Taken on Application for Enrollment: #AFE06-07/9
Action: **Vote:** Yes-6; No-0; Absent-1(Crandall)
- 6d** Report out of Action Taken on Waiver of Expulsion: #WE06-07/18
Action: **Vote:** Yes-6; No-0; Absent-1(Crandall)
- 6e** Report Out of Action Taken on Consider Leave of Absence Request for Certificated employees #UC-515 Pursuant to Article XX
Action: Denied. **Vote:** Yes-6; No-0; Absent-1(Crandall)
- 6f** Report Out of Action Taken on Consider Leave of Absence Request for Classified Employee #UCL-101, Pursuant to Article XXIII
Action: PULLED. **Vote:** None.
- Employees Present:** F. Weinberg, J. Wakefield, K. Proctor, J. Wakefield, P. Hall, N. Hopple, J. Heerema, D. Cheeseman, H. Kushins, A. Continente, , R. Bowman, V. Wong, W. Gouveia, D. Sonnenburg, L. Mendonca, J. Rice, K. Bruns,
- Press:** Z. Johnson, B. Brownne
- Visitors Present:** D. Powell-Pope, J. Johnson, WHS Sophomore Baseball Team

Minutes:

Approve Regular Minutes of June 12, 2007.

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

**Student
Representative
Reports:**

None.

**Recognition &
Presentation:**

- 9.1** Congratulate and Recognize the West High School Sophomore Boy's Baseball Team for Winning the Tri-City Athletic League Championship for the 2006 – 2007 Season

Assistant Superintendent of Educational Services, Dr. Sheila Harrison, recognized the team members and their coaches. Trustee Vaughn and Dr. Franco presented the certificates.

- 9.2** Recognize Community Advisory Committee Chair

Trustee Guzman recognized Karen Bruns for being a representative and a past president for the CAC for SELPA.

- 9.3** Recognize Classified Retirement

Trustee Vaughn recognized Isolde Irene. She first started as a bus driver for Delta Island School and currently drives for special ed students.

- 9.4** Recognize Certificated Retirement

Trustee Swenson recognized Tracy High teacher, Kip Proctor.

**Hearing of
Delegations**

None.

**Information &
Discussion Items:**

- 11.1 Administrative & Business Services:**

- 11.1.1** Receive Report Concerning Tracy High Construction Projects

Associate Superintendent of Business Services, Dr. Casey Goodall and Director of Facilities, Denise Wakefield gave a report on the construction projects at Tracy High. Construction of the 40-classroom building will begin in August, 2007, and be ready for students in August, 2008. They also reviewed the current costs. They also reviewed the storm drain improvements and Hawley Westlake Building modernization schedules. Student parking will be diverted to the Heinz property so that the contractor can utilize the parking lot space for construction

purposes.

Public Hearing: None.

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

13.1 Administrative & Business Services

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

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

13.1.3 Accept Donations

13.2 Educational Services:

13.2.1 Ratify Payment to Parent for Transportation and Lodging Reimbursement

13.2.2 Ratify Contract with Sutter Tracy Community Hospital

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

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

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

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

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

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

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

13.2.10 Approve Overnight Travel for West High School Agriculture Department Activities for the 2007-08 School Year

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

13.2.12 Approve Overnight Travel for West High School Dance Team to Attend Dance Camp July 6-9, 2007

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

13.2.14 Ratify Agreement for Special Contract Services for Napolitan Productions to Video Tape the Introduction to the Staff Development Plan for 2007-2008

- 13.2.15 Approve Service Agreement for California State University Long Beach Foundation to Provide Education Walks for the 2007-2008 School Year
- 13.2.16 Approve Service Agreement for Nancy Fetzner for Coaching in Writing for Teachers at Delta Island Elementary School
- 13.2.17 Approve Service Agreement for Tracy Mental Health Center to Provide Parenting Classes at South/West Park School
- 13.2.18 Approve Service Agreement for Tracy Mental Health Center to Provide Counseling Services for South/West Park School Students
- 13.2.19 Approve Service Agreement for Tracy Mental Health Center to Provide a Primary Intervention Program (PIP) for South/West Park School Students
- 13.2.20 Approve Service Agreement for Tracy Mental Health Center to Provide the Primary Intervention Program for Delta Island School Students
- 13.2.21 Approve Karen Burns and Wendy Andres as TUSD Job-Share Representatives to the SELPA Community Advisory Committee (CAC)

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 Memorandum of Understanding Between Tracy Unified School District and MATTHEWS LAND, INC. for the Collection of School Impact Fees
Action: Hawkins, Swenson. **Vote:** Yes-6; No-0; Absent-1(Crandall)
- 14.1.2 Approve Extension of Heating, Ventilation, and Air Conditioning Preventive Maintenance Program through December of 2007
Action: Lewis, Guzman. **Vote:** Yes-6; No-0; Absent-1(Crandall)
- 14.1.3 Adopt Resolution No.06-33 Declaring the Necessity for, and Authorizing the Initiation of, Eminent Domain Proceedings to Secure Property for Kimball High School Project; Including Approval of Addendum to Previously Adopted Environmental Impact Report
Action: Swenson, Guzman. **Vote:** Yes-6; No-0; Absent-1(Crandall)
- 14.1.4 Approve Contract with RCS Engineering for Civil Engineering Services Related to the Off-Site Improvements Required for Kimball High School
Action: Guzman, Hawkins. **Vote:** Yes-6; No-0; Absent-1(Crandall)
- 14.1.5 Approve and Award the Contract for the Site Package for the

West High School Pool and Stadium Complex to the Apparent Low Bidder (Bid Results to be Distributed at the Board Meeting)
Action: Swenson, Feller. **Vote:** Yes-6; No-0; Absent-1(Crandall)

14.1.6 Adopt Resolution No. 06-34 Authorizing the Governing Board to Delegate Powers to the Associate Superintendent of Business Services

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

14.1.7 Adopt Revised Board Policy 7215 and Adopt Revised Citizens' Bond Oversight Committee Bylaws to Allow Non-Voting Members to be Recognized as Voting Members and Vote in Order to Create a Quorum, When a Quorum of Voting Members is Not Present (First Reading)

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

14.2 Educational Services:

14.2.1 Approve the SELPA Local Education Agency (LEA) Assurances

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

14.2.2 Approve 2006-2007 School Plan Addendums and Site Categorical Budgets for 2007-2008 as Part of the School Site Plans

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

14.2.3 Approve Resolution 06-32 Authorizing the District to Enter into a Contract with the State for a Child Development Program and to Authorize Designated Personnel to Sign Contract Documents

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

14.2.4 Approve Adoption of Shining Star English Language Development (ELD) Textbooks

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

14.2.5 Approve the 2007-2008 Consolidated Application, Part 1, for Tracy Unified School District (Under Separate Cover)

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

14.2.6 Approve Career Technical Education Facilities Plan and Authorize Staff to Complete and Submit Applications to the California Department of Education for Career Technical Educational Facilities Grants as Authorized Under Assembly Bill 127

Action: Lewis, Hawkins. **Vote:** Yes-6; No-0. Absent-1(Crandall)
MOVED UP ON AGENDA

14.3 Human Resources:

14.3.1 Adopt Resolution No. 06-35

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

Board Reports:

Trustee Guzman attended the North and Kelly promotions. Both went well and it was nice to see Mr. Kelly. He also attended the senior all star classic at Delta College. Tracy & West were well represented. Tom Hawkins was

honored at the baseball game. He threw out the first pitch. Trustee Lewis attended Poet's promotion and West High's graduation. Giving your own child their diploma is very rewarding. He also attended the City/Schools Liaison meeting. Trustee Feller passed. Trustee Swenson attended the Freiler promotion and it was great to see Mr. Freiler. He also attended the City/School Liaison meeting. It's nice to see the cooperation between the two groups. Trustee Hawkins also attended the all star baseball game at Delta College. He attended the City/Schools' liaison and North School promotion. The City is being very cooperative with the school district. It's a nice feeling. Trustee Vaughn attended the Mayor's community youth support network last Tuesday at the new city hall chambers. They are doing some good work. Walter Gouveia did a presentation and did an excellent job and Dr. Franco is on the policy review team for that committee. We're working to keep the good kids good and recognize what they are doing.

**Superintendent
Report:**

Dr. Franco congratulated James for doing a great job at the mayor's community youth network. Walter and Mercy also participated in the meeting. We appreciate the leadership the city is showing. On August 7th at 6:00 p.m. is the joint City Council/TUSD board meeting. Denise is working with Chris Daste on a presentation. This will be our summer break. Our next official board meeting will be August 14th. Jessica and Denise are working on a groundbreaking for the new stadium at West High and also for the 40 classroom building at Tracy High. Casey has become involved in working on our crisis management plan. We've been updating our phone numbers. Last week we did a table top led by our SRO's: Kami, Paul and Chuck. We walked through what we would do and who we would contact. Tonight we will serve pie for our end of the year celebration. He thanked the board for another productive year. We had some interesting meetings regarding the Holt/Delta Island concept. Last night we held a meeting at Williams Middle School. There were about 40 in attendance. Barbara Montgomery did a great job explaining the program and taking some of the parents and students on a tour. At the end of the night there was a celebratory feeling. Joanna Basulto of CRLA was in attendance. He appreciates the support of the board. Spirit days are on Fridays so Ms. Montgomery handed out t-shirts. Thanks to Sheila who helped organize our DVD production to use on the district inservice days. It should be done by July 1st.

Trustee Vaughn also thanked Jim, cabinet, teachers and classified for all their work during the school year.

**8:55 PM
Adjournment.**

Tom Hawkins, Clerk

Date

**Minutes of
Special Meeting of the Governing Board
For Tracy Unified School District
1875 W. Lowell Avenue
Tracy, CA
Held on July 13, 2007**

1:39 PM: President Crandall called the meeting to order and led those present in the Pledge of Allegiance.

Roll Call: Board: G. Crandall, T. Guzman, T. Hawkins, K. Lewis, J. Vaughn, B. Swenson (via tele conference) Absent: J. Feller
Staff: J. Franco, J. Wakefield

Closed Session: **Closed Session Issues:**
6a Action on Findings of Fact #FF06-07/247, 248, 249
Action: Lewis, Guzman. **Vote:** Yes-6; No-0; Absent-1(Feller)

Employees Present: D. Wakefield, C. Minter, P. Hall

Press: B. Brownne

Visitors Present: None.

Hearing of Delegations None.

Action Items: **8.1 Administrative & Business Services:**
8.1.1 Approve and Award the Contract for the Construction of the 40 Classroom Building at Tracy High School to the Apparent Low Bidder (Bid Results to Be Distributed at the Board Meeting)
Action: This item was pulled from the agenda.
8.1.2 Approve Revised Exhibits A & B to Resolution 06-33
Action: Hawkins, Vaughn. **Vote:** Yes-6; No-0; Absent-1(Feller)
8.1.3 Consider Claim #13-0607 TUSD
Action: Claim Denied. Lewis, Hawkins. **Vote:** Yes-6; No-0; Absent-1(Feller)

1: 44 PM
Adjournment

Tom Hawkins, Clerk

Date



BUSINESS SERVICES MEMORANDUM

To: James Franco, Superintendent

From: C. Goodall, Assistant Superintendent for Business

Date: August 6, 2007

SUBJECT: Acknowledge Report on Measure E Projects

Background: Measure E passed in June of 2006 and authorized the district to replace the condemned West Building with a new 40 classroom building; complete West High School with a pool, stadium and theater; upgrade/replace old infrastructure and make improvements to Tracy High School permanent buildings.

Rationale: A progress update and proposed timeline will be presented at the board meeting.

Funding: N/A.

Recommendation: Acknowledge Report on Measure E Projects

Prepared by: Casey Goodall Associate Superintendent for Business Services



HUMAN RESOURCES MEMORANDUM

To: Jim Franco, Superintendent

From: C. Goodall, Associate Superintendent for Business Services

Date: August 3, 2007

Subject: Acknowledge Report on Proposed Staffing Changes in Business Services

BACKGROUND: Two vacant positions exist in the Facilities Department: Facilities Accountant Analyst and Facilities Technician. To balance workload, add desirable elements of internal control, and provide economies of scale, many of the services provided by these two positions would be more appropriately provided from the Financial Services Department.

The costs of the vacant positions are:

<u>Title</u>	<u>Range</u>	<u>Cost</u>
Facilities Accountant Analyst	52	\$ 80,091
Facilities Technician	40	\$ 62,404
Total Current General Fund Cost		\$142,495

Many of the higher level planning, organizing, and reporting tasks previously completed by the Facilities Accountant Analyst are included in the job description of the Facilities Planner.

At the same time, staffing in the Financial Services Department is inadequate to assume these tasks, and payroll is inadequately staffed to meet timelines without the routine use of overtime. Some payroll tasks are not routinely completed.

RATIONALE: Two existing job descriptions exist within the Financial Services Department which include the tasks required to provide the services currently completed within the Facilities Department.

The Account Clerk position includes all of the tasks required to work with the Facilities Planner to meet Facilities Department accounting needs. The Clerk Typist II position includes all of the tasks required to meet the the clerical needs of the Facilities Department, and to provide assistance to the Financial Services Department.

An existing job description also exists for a Payroll Technician.

Staff is proposing leaving the positions of Facilities Accountant Analyst and the Facilities Technician vacant, and instead adding three new positions, at no additional cost to the district.

<u>Title</u>	<u>Range</u>	<u>Cost</u>
Payroll Technician	40	\$ 57,544
Account Clerk	35	\$ 52,138
Clerk Typist II	27	\$ 44,669
Total Proposed Cost		\$154,351

The proposed changes would allow existing services to continue, with little change apparent to customers of the Facilities Department. The Clerk Typist II would function as the receptionist for both departments as a single point of contact for services from that corner of the building. The Account Clerk would assume some functions previously completed by the Facilities Accountant Analyst, but would also assist the Financial Services Department with other Account Clerk functions.

The changes would also allow the payroll staff to:

1. Work fewer overtime hours to complete cyclical payroll functions.
2. Meet with payroll customers without generating additional payroll demands.
3. Conduct a series of monthly life insurance and retirement reporting reconciliations which are currently conducted only annually.
4. Conduct a more thorough review of each payroll record before finaling the payroll.

The results of the change would be improved payroll services to employees.

This Board Agenda item meets strategic goal #8.

FUNDING: The proposed changes suggested so far would result in an increased cost of \$11,856, however, \$38,658 of the Clerk Typist II position will be funded from developer fees as allowed by law. It is also estimated the proposed changes will result in \$7,000 of savings from decreased overtime.

The net resulting savings to the General fund would be approximately \$33,800. These savings may be targeted for future staffing recommendations, possibly to decrease overtime costs in the Human Resources Department.

RECOMMENDATION: Acknowledge Report on Proposed Staffing Changes in Business Services

Prepared by: James Mousalimas – Assistant Superintendent for Human Resources & Casey Goodall – Associate Superintendent for Business Services



BUSINESS SERVICES MEMORANDUM

To: Jim Franco, Superintendent

From: C. Goodall, Assistant Superintendent for Business

Date: August 2, 2007

SUBJECT: Acknowledge Report on Summer Grounds Work

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

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

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

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

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

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

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

RATIONALE: Three driver positions remain to be filled.

The plan was fully implemented during the summer months, and after several adjustments in procedures, the crews were able to meet the first goal of mowing all lawns every seven calendar days.

The irrigation goal was more difficult as the systems required a great deal of improvement. Between June 28th and August 1st, the crews replaced ten pumps, fifteen valves, and 381 sprinkler/nozzles.

As of August 2nd, the crews had completed one cycle of irrigation repairs and a secondary review of all areas which appeared to require further adjustments. Additional valves were being replaced on the West High soccer field and along Lowell Avenue. The original plan of reviewing all irrigation every seven days had not yet been attempted. In fact, that process will be attempted during the first weeks of the school year, but may lead to conflicts with PE programs. The plan will be adjusted as necessary, possibly with irrigation reviews being conducted monthly at each site with one-quarter of the sites checked on each minimum day to reduce the conflict.

Shrubs and trees were trimmed at all sites. Aeration, fertilization, and reseeding are scheduled for the fall once temperatures decrease.

Two grounds crew members were assigned to each comprehensive high school. Improvements are being conducted on the soccer field where football practice was occurring. An 18-wheel construction truck ran across the football practice field. The resulting damage is being repaired.

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

FUNDING: N/A.

RECOMMENDATION: Acknowledge Report on Grounds Summer Plans

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



EDUCATIONAL SERVICES MEMORANDUM

To: Dr. Jim Franco, Superintendent
From: ~~Dr. Jim Franco~~ Dr. Sheila Harrison, Assistant Superintendent of Educational Services
Date: August 7, 2007
Re: Receive Report on Staff Development Initiatives for the 2007-2008 School Year

Background: Providing staff development to certificated staff is an essential function of the Educational Services division. The initiatives and direction for staff development is determined by the district targets and goals as well as from staff input. The purpose of staff development is to improve student achievement. In order to sustain improvements, staff development activities must be focused and on-going over multiple years.

Rationale: It is important to provide updates to the Board of Education on the Staff Development initiatives and direction for the 2007-2008 school year. This report will provide an overview of the continuing staff development direction and activities for the coming year.

Funding: None

Recommendation: Receive Report on Staff Development Initiatives for the 2007-2008 School Year


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



TRACY
UNIFIED SCHOOL DISTRICT

BUSINESS SERVICES MEMORANDUM

To: James Franco, Superintendent

From:  Casey Goodall, Associate Superintendent for Business

Date: August 3, 2007

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

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

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

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

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

FUNDING: Per attached summary of requisitions.

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

Prepared by: Casey Goodall, Associate Superintendent of Business Services

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

A. Vendor: Charles Walker Inspection Service
Site: District Antenna/Tower
Item: Agreement
Services: DSA Inspection services required to review installation of Clearwire Equipment on Antenna Tower. Board approved of lease agreement with Clearwire on 5/2006. Inspection services to ensure the integrity of the installation to the antenna/tower.
Cost: \$2,250.00 – Not to Exceed
Project Funding: ISET - Antenna Tower

B. Vendor: Bockmon & Woody Electric Company, Inc.
Site: Portables at Various School Sites – Electrical/Low Voltage
Item: Agreement
Services: Contractor to provide electrical and low voltage to the two (2) Holt relocatable classrooms transported to Central Elementary and one (1) new relocatable classroom at Williams Middle School.
Cost: \$88,750.00 – Central School / \$47,130.00 - Williams Middle School
Project Funding: Central – Deferred Maintenance/Williams Act Reimbursement and Williams – Developer and State School Building Fund (SSBF)

C. Vendor: RGA Environmental, Inc.
Site: North School – Interior Library Renovations
Item: Proposal
Services: Environmental consultant to conduct hazardous materials testing located in the old gym/new library at North School.
Cost: \$1,420.00
Project Funding: Redevelopment

D. Vendor: RGM & Associates
Site: Central Elementary School
Item: Supplemental Agreement
Services: Additional construction management services due to the discovery of asbestos floor tile found below the two layers of the building flooring at the time of demolition which requires additional project oversight to abate.
Cost: \$2,500.00 Not to Exceed
Project Funding: Unrestricted General Fund

E. Vendor: Finney Flooring, Inc.
Site: Monte Vista Middle School
Item: Proposal
Services: Supply and install carpet for Room P14 and Room 20 at Monte Vista.
Cost: \$7,198.00
Project Funding: Deferred Maintenance

F. Vendor: Rodgers Construction Company, Inc.
Site: Tracy High School – Parking Lot Improvements
Item: Proposal
Services: Contractor to demolish existing sidewalk and pour new sidewalk not required in original agreement.
Cost: \$14,435.00
Project Funding: Developer and State School Building Fund (SSBF)

G. Vendor: Food 4 Kids Partners, Inc.
Site: District Wide
Item: Proposal
Services: Consultant to provide nutrition analysis of the school menus and menu development; services provided on a monthly basis.
Cost: \$5,000.00 Not to Exceed
Project Funding: Food Services

H. Vendor: Gowan Construction
Site: North School – Interior Library Renovations
Item: Change Order
Services: Contractor installed tackboard in workroom, added ledger cleat, removed existing basketball backstop support brackets, replaced double door hinges and capped existing plumbing lines inside walls for flush surface.
Cost: \$6,021.69
Project Funding: Redevelopment

I. Vendor: Gary Doupnik Manufacturing, Inc.
Site: Williams Middle School
Item: Notice of Completion
Services: Relocatable contractor to deliver and install one (1) relocatable classroom at Williams Middle School.
Original Contract: \$40,910.00 Change Order: \$0.00 Total Amount: \$40,910.00
Completion Date: June 26, 2007
Project Funding: Williams – Developer and State School Building Fund (SSBF)


J. Vendor: Rodgers Construction Co., Inc.
Site: Central Elementary School
Item: Notice of Completion
Services: Contractor to transport two (2) relocatable classrooms from Holt School to Central Elementary.
Original Contract: \$15,255.00 Change Order: \$0.00 Total Amount: \$15,255.00
Completion Date: July 25, 2007
Project Funding: Unrestricted General Fund

K. Vendor: Gowan Construction
Site: North School – Interior Library Renovations
Item: Notice of Completion
Services: Contractor to renovate old gym into new library and workroom at North School.
Original Contract: \$73,841.00 Change Order: \$6,021.69 Total Amount: \$79,862.69
Completion Date: August 3, 2007
Project Funding: Redevelopment



BUSINESS SERVICES MEMORANDUM

To: James Franco, Superintendent

From:  Casey Goodall, Associate Superintendent for Business

Date: August 3, 2007

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

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

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

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

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

FUNDING: Per attached summary of requisitions.

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

Prepared by: Casey Goodall, Associate Superintendent of Business Services

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

-
- A. Vendor: Roebbelen Contracting, Inc.
Site: Tracy High School – 40 Classroom Building
Item: Agreement
Services: Building Contractor to construct new 40 classroom building at Tracy High School.
Cost: \$13,839,000.00
Project Funding: Local Bond Funds and State School Building Fund (SSBF)
-
- B. Vendor: RGM & Associates
Site: Tracy High School – 40 Classroom Building
Item: Agreement
Services: Consultant to provide Labor Compliance Program management services for the entire life of the construction project.
Cost: \$62,000.00
Project Funding: Local Bond Funds and SSBF
-
- C. Vendor: Delta Oilfield Services, Inc.
Site: Tracy High School – 40 Classroom Building
Item: Agreement
Services: Contractor to remove 300 c.y. of contaminated soil from the demolition site at Tracy High School.
Cost: \$41,200.00
Project Funding: Local Bond Funds and SSBF
-
- D. Vendor: Wallace Kuhl & Associates
Site: Tracy High School – 40 Classroom Building
Item: Proposal
Services: Consultant to provide special material testing and inspection on the construction site for the new 40 classroom building.
Cost: \$93,888.00
Project Funding: Local Bond Funds and SSBF
-
- E. Vendor: Delta Oilfield Services, Inc.
Site: Tracy High School – 40 Classroom Building
Item: Change Order
Services: Unforeseen underground storage tank found at the Tracy High School demolition site was removed.
Cost: \$17,730.03
Project Funding: Local Bond Funds and SSBF
-

F. Vendor: Delta Oilfield Services, Inc.
Site: Tracy High School – 40 Classroom Building
Item: Notice of Completion
Services: Contractor demolished entire site where the West Building and Portables were located at Tracy High School.
Original Contract: \$309,440.00 Change Order: \$17,730.03 Total Amount: \$327,170.03
Completion Date: May 15, 2007
Project Funding: Local Bond Funds and SSBF

G. Vendor: 640 Hegenberger-Heinz
Site: Tracy High School – 40 Classroom Building; Temporary Parking
Item: Industrial Ground Lease
Services: Property owner to lease parking lot at the former Heinz Facility to allow for temporary student parking during the construction of the new 40 classroom building.
Cost: \$12.00/per year
Project Funding: Local Bond Funds and SSBF

H. Vendor: Trench Plate Rental
Site: Tracy High School – 40 Classroom Building; Temporary Parking
Item: Proposal
Services: Contractor to provide and install 500' of K-Rails at the former Heinz Facility for temporary student parking during the construction of the new 40 classroom building.
Cost: \$22,562.00/includes six months rental
Project Funding: Local Bond Funds and SSBF

I. Vendor: Dryco Construction, Inc.
Site: Tracy High School – 40 Classroom Building; Temporary Parking
Item: Proposal
Services: Contractor to provide striping and required markings at the former Heinz Facility for temporary student parking during the construction of the new 40 classroom building.
Cost: \$1,490.00
Project Funding: Local Bond Funds and SSBF

J. Vendor: Rainforth Grau Architects
Site: Tracy High School – Modernization; Interim Housing
Item: Agreement
Services: Architectural services to place eight (8) leased classrooms on the Tracy High School campus during the modernization construction phase.
Cost: \$50,600.00
Project Funding: Local Bond Funds and SSBF

K. Vendor: Mobile Modular Management Corp.
Site: Tracy High School – Modernization; Interim Housing
Item: Lease Agreements
Services: Delivery and monthly lease for eight (8) DSA classroom buildings on the Tracy High School campus during the modernization construction phase.
Cost: \$64,488.00
Project Funding: Local Bond Funds and SSBF

L. Vendor: Warren Land Surveying, Inc.
Site: Tracy High School – Modernization; Phase 1
Item: Proposal
Services: Provide topographic survey and locating underground utilities for the Modernization Phase 1 project location.
Cost: \$11,500.00
Project Funding: Local Bond Funds and SSBF

M. Vendor: RGA Environmental, Inc.
Site: Tracy High School – Modernization; Phase 1
Item: Proposal
Services: Environmental consultant to conduct hazardous materials testing located in the Hawley Westlake Building.
Cost: \$3,790.00
Project Funding: Local Bond Funds and SSBF

N. Vendor: RGM & Associates
Site: West High School – Stadium/Pool
Item: Agreement
Services: Consultant to provide Labor Compliance Program management services for the entire life of the construction project.
Cost: \$26,500.00
Project Funding: Local Bond Funds and SSBF

O. Vendor: RES Engineers, Inc.
Site: West High School – Stadium/Pool
Item: Proposal
Services: Consultant to provide special material testing and inspection on the construction site for the stadium and pool project.
Cost: \$37,065.00
Project Funding: Local Bond Funds and SSBF

P. Vendor: ABS Presort, Inc.
Site: Measure E Bond – Oversight Committee
Item: Proposal
Services: Printing and processing cost to insert the Bond Oversight Committee Annual Report into the City of Tracy resident's water bill.
Cost: \$3,609.06
Project Funding: Local Bond Funds and SSBF

Q. Vendor: A & A Portables
Site: Tracy High School – 40 Classroom Building
Item: Proposal
Services: Temporary fencing for the parking lot area at Tracy High School due to the construction of the new 40 classroom building and temporary fencing at the Temporary Student Parking Lot area at the former Heinz Facility to separate the student parking from the rest of the facility.
Cost: \$1,238.19
Project Funding: Local Bond Funds and SSBF

R. Vendor:	A & A Portables
Site:	West High School – Stadium/Pool
Item:	Proposal
Services:	Temporary fencing to separate the teacher’s parking area from the student parking area at West High School due to the construction of the stadium/pool.
Cost:	\$373.95
Project Funding:	Local Bond Funds and SSBF



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: *JS* Dr. Sheila Harrison, Assistant Superintendent of Educational Services
DATE: June 25, 2007
SUBJECT: Ratify Overnight Travel for Tracy High School Students to Participate in a Leadership Training Workshop in Tracy, California, on July 23-24, 2007

BACKGROUND: The Leadership Training Workshop will provide 38 students and one advisor with an opportunity to develop their leadership skills. They will be staying at the Holiday Inn in Tracy, CA. Teachers, Alayna Costa and Melissa Hoffman will chaperone this event. The agenda includes discussions on organization, delegation, time management, effective leadership and goal setting. In addition, students will work on planning rallies and assemblies, dances, community service projects and other school activities. Students will interact with their classmates in a surrounding outside of school and develop cooperative relationships.

RATIONALE: This is an invaluable experience for all that attend. All students will learn the skills that will make them more efficient at their positions and will gain knowledge from past officers that will help them over the course of the year. This item is being ratified because the training took place during the summer months and staff thought there would be a meeting prior to this activity. This activity aligns with Strategic Goal #4 (Developing the Whole Student) and #5 (Citizenship).

FUNDING: The camp is sponsored by the school's ASB leadership account. Expenses will not exceed \$3,800.00 from ASB funds, or \$100 per participant.

RECOMMENDATION: Ratify Overnight Travel for Tracy High School Students to Participate in a Leadership Training Workshop in Tracy, California, on July 23-24, 2007.

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



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: *JS* Dr. Sheila Harrison, Assistant Superintendent of Educational Services
DATE: July 12, 2007
SUBJECT: Ratify Master Contract and Individual Service Agreement with South San Joaquin Education Center

BACKGROUND: Several children with significant mental health and behavioral needs were placed initially in Children's Home of Stockton. However, the placement was not suitable for their needs and an immediate transfer to another non-public school was needed. IEP reviews were held subsequent to the necessary placement at South San Joaquin Education Center. Ratification of the individual services agreement is necessary at this time due to the immediacy with which schools were changed for the students.

RATIONALE: Less restrictive settings were either not appropriate or not available. Districts must offer a continuum of services, including non-public, to students with exceptional needs. This request supports Strategic Goal #2, "Create Quality Learning Environments."

FUNDING: Contract expenses for basic education for the 2007-2008 school year include per diem cost of \$149.79 per day with \$33.19 per day for Transportation. Invoice charges for the service agreement will not exceed \$111,971.75. Non-public tuition expenses are budgeted in account #01-6500-0-5750-1180-5800-800-2542. Non-public school expenditures beyond funding base are reimbursed at 70% through San Joaquin County of Education SELPA funds.

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

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

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 2007, between the Tracy Unified School District, a special education local plan area, county of **San Joaquin** hereinafter referred to as the local educational agency ("LEA") and **South San Joaquin Education Center** (nonpublic, nonsectarian school or agency), hereinafter referred to as NPS/A or "CONTRACTOR" for the purpose of providing special education and related services to individuals with exceptional needs (IWEN) under the authorization of Education Code (EC) Sections 56157 and 56365-56366.6
- B. It is understood that this agreement does not commit LEA to payment for special education and related services provided to any individual unless, and until, an Individual Service Agreement (ISA) is executed between LEA and CONTRACTOR on behalf of such individual. Given the fact that it is the district's responsibility to assure that appropriate services are provided to the student, the district will either provide them, subcontract with other agencies per Section 4, or contract with respective NPS. The Director/Designee of the LEA's SPECIAL EDUCATION Unit may give interim telephone approval to the CONTRACTOR.
- C. A current copy of CONTRACTOR's California Department of Education (CDE) Nonpublic School/Agency Certification approved by the California State Board of Education is attached hereto. In the event of a delay in certification by CDE, the CONTRACTOR shall forward, upon receipt, copies of the appropriate documentation from CDE that verifies the delay (e.g. waiver of certification, extension letters, etc.)
- D. If a pupil is enrolled in a NPS/A with the approval of the LEA prior to a contract or ISA, the LEA shall issue a warrant for services, up to 90 days. If after 60 days the Master Contract has not been finalized, either party may appeal pursuant to EC 56366(c).
- E. A NPS/A that proposes to initiate or expand services to pupils currently educated in the immediate prior fiscal year in a juvenile court program, community school or other non special education program, must notify the 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:

Notices to CONTRACTOR:

Attention: Aida Juaregui

Name

Tracy Unified School District

LEA

1875 Lowell Street

Address

Tracy

CA 95376

City

State Zip

(209) 830-3270

(209) 830-3270

Phone

Fax #

Greg Potts, Administrator

Name

South San Joaquin Education Center

Nonpublic School/Agency

P.O. BOX 1358

Address

Manteca,

CA 95336

City

State Zip

(209)239-3244

(209)239-6799

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, 2007 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(209)830-3270 and fax(209)830-3274 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: Kathy Alaniz.
 - 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, \$149.79. 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 meal 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.
- 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 purpose 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(209)830-3274 it to the LEA, TRACY UNIFIED SCHOOL DISTRICT Attn: Aida Juaregui 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 HARASSMENT

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 (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. BICM shall provide assistance which includes: data collection for behavioral issues, formulation of positive behavioral support plans, conducting Functional Behavior Assessment, Functional Analysis and 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 July 1, 2007 and terminates at 5:00 p.m. on June 30, 2008 unless sooner terminated as provided herein.

RATE SCHEDULE

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

<u>➤ BASIC EDUCATION PROGRAM</u>	<u>RATE</u>	<u>PERIOD</u>
<u>➤ As set forth in the IEP for each student</u>	<u>\$149.79</u>	<u>Per Day</u>

RELATED SERVICES/DESIGNATED INSTRUCTIONAL SERVICES (DIS)

	<u>RATE</u>	<u>PERIOD</u>
1) Transportation (* shall not include transportation through use of services or equipment owned, leased or contracted through LEA unless provided directly or subcontracted by the NPS/A)		
a) Transportation – Round Trip	<u>\$20.00</u>	<u>Per Day</u>
b) Transportation – One Way	<u> </u>	<u> </u>
c) Transportation – 1 on 1 Rider (per IEP)		
d) Transportation (Laidlaw provided)	<u>\$33.19</u>	<u>Per Day</u>
☉ Transportation – Safety Rider (LEA will be billed for the bus safety riders based on the proportion of students on the bus.)	<u> </u>	<u> </u>
2) Counseling		
a) Educational Counseling – Individual	<u> </u>	<u> </u>
b) Educational Counseling – Group	<u> </u>	<u> </u>
c) Counseling – Parent	<u> </u>	<u> </u>
3) Adapted Physical Education	<u> </u>	<u> </u>
4) Language/Speech		
a) Language/Speech Therapy-Individual	<u> </u>	<u> </u>
b) Language/Speech Therapy-Group	<u> </u>	<u> </u>
5) Orientation/Mobility Training	<u> </u>	<u> </u>
6) Occupational Therapy	<u> </u>	<u> </u>
7) Physical Therapy	<u> </u>	<u> </u>
8) Aides 1:1 per individual student IEP	<u>\$80.00</u>	<u>Per Day</u>
9) Other <u> </u>	<u> </u>	<u> </u>
10) Other <u> </u>	<u> </u>	<u> </u>

**** Partial Day Rate** shall be adjusted on a pro rata basis in accordance with the actual proportion of the school day -- minutes for students (# of minutes /total number of minutes X daily rate = partial day rate). This formula

NOTES:

CONTRACTOR

South San Joaquin Education Center
Nonpublic School/Agency

Greg Potts 6/26/07
Contracting Officer's Date
Signature

Greg Potts 6/26/07
Name and Title (type) Date

Tax I.D. # C8-0174585

LEA

TRACY UNIFIED SCHOOL DISTRICT
Name of District or Local Educational Agency

Nancy E. Flynn 7/3/07
Director of Special Education Date
Nancy Flynn

Assistant Superintendent's Signature Date
Special Education/SELPA
(Authorized Representative and Contracts Supervisor)



EDUCATIONAL SERVICES MEMORANDUM

To: Dr. James C. Franco, Superintendent
From: ~~Dr.~~ Sheila Harrison, Assistant Superintendent for Educational Services
Date: July 12, 2007
Subject: Ratify Master Contract and Individual Services Agreement with Reyn Franca School, NPS

BACKGROUND: A student with significant behavior needs was placed at one non-public school but the child was removed from that program after several months. After contracting with many other non-public schools, Reyn Franca agreed to place the child for the 07/08 school year. An IEP was held to change placement to Reyn Franca a Non-Public School. Ratification of the master contract and individual service agreement is necessary at this time because services have already begun at Reyn Franca School.

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

FUNDING: Contract expenses for the 2007-2008 school year include 180 days with per diem costs for basic education at 136.52 per day and Extended School Year costs include 29 days with per diem costs at 136.52 for a total of \$28,532.68. Non-public tuition expenses are budgeted in account number is # 01-6500-0-5750-1180-5800-800-2542.

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

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

Tracy Joint Unified School District

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

CONTRACT RELATIONS AND INSURANCE PROVISION

1. MODIFICATIONS AND AMENDMENTS

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

2. RENEWAL OF CERTIFICATION

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

3. NOTICES

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

Notices/bills mailed to LEA shall be addressed to:

Attention:

Nancy E. Hopple, Director of Special Education

Name

Tracy Unified School District

LEA

1875 W. Lowell Avenue

Address

Tracy CA 95376

City **State** **Zip**

209-830-3270 209-830-3274

Phone **Fax #**

Notices to CONTRACTOR:

Jeff Nichols, Director

Name

Reyn Franca School

Nonpublic School/Agency

2855 Geer Rd.

Address

Turlock CA 95382

City **State** **Zip**

209-668-9361 209-466-0946

Phone **Fax#**

4. **DISPUTES**

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

5. **SUBCONTRACTOR AND ASSIGNMENT**

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

6. **INDEPENDENT CONTRACTOR STATUS**

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

7. **CONFLICT OF INTEREST**

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

8. TERMINATION

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

9. INSPECTION AND AUDIT

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

10. INDEMNIFICATION

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

11. INSURANCE

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

12. FREE AND APPROPRIATE PUBLIC EDUCATION (FAPE)

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

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

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

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

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

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

13. DEFINITION OF PARENT

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

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

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

14. DEFINITION OF DAY

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

15. QUALIFIED PERSONNEL AND CLASS SIZE

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

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

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

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

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

16. SCHOOL CALENDAR

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

17. ATTENDANCE ACCOUNTING/REPORTING

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

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

18. INSTRUCTIONAL MINUTES

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

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

19. INDIVIDUALIZED EDUCATION PLAN (IEP)

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

20. INSTRUCTION/CURRICULUM

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

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

21. NUTRITION

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

22. DISCIPLINE

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

23. MONITORING

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

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

24. PARENT ACCESS/RIGHTS

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

25. VACATION/HOLIDAYS

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

26. GRADUATION/DIPLOMAS/TRANSCRIPTS/CERTIFICATE OF COMPLETION

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

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

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

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

27. ASSESSMENTS/GRADING POLICIES/TRANSITION

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

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

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

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

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

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

28. PROGRESS REPORTING & ACCOUNTABILITY

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

29. ACCIDENT/INCIDENT REPORTING

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

30. HEALTH AND SAFETY

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

31. EMERGENCY PRECAUTIONS

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

32. SEXUAL HARRASSMENT

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

33. APPROPRIATE THERAPY SPACE

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

34. ADMINISTRATIVE DUTIES AND SUPERVISION OF STAFF

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

35. BEHAVIOR MANAGEMENT

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

36. STUDENT RETURN TO DISTRICT

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

37. SCHOOL CLOSURE

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

38. OTHER PROVISIONS

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

39. INDIVIDUAL SERVICE AGREEMENTS

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

40. PAYMENT PROVISION

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

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

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

41. RIGHT TO WITHHOLD

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

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

42. AUDIT EXCEPTIONS

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

43. MAINTENANCE OF RECORDS

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

44. TERM OF CONTRACT

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

- 44.5. The parties hereto have executed this Contract by and through their duly authorized agents or representatives.
- 44.6. This contract is effective on 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>\$136.52</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>	<u>\$136.52</u>	<u>29</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 7/17/07
Nancy E. Hopple, Director of Special Education

Deputy Superintendent's Signature Date
Educational Services

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