

**NOTICE**  
**REGULAR MEETING OF THE GOVERNING BOARD**  
**TRACY UNIFIED SCHOOL DISTRICT**

**DATE: TUESDAY, JANUARY 8, 2013**

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

**TIME: 5:20 PM Closed Session  
7:00 PM Open Session**

**A G E N D A**

**1. Call to Order**

**2. Roll Call – Establish Quorum**

Board: J. Costa, G. Crandall, W. Gouveia, T. Guzman, K. Lewis, G. Silva, J. Vaughn  
Staff: J. Franco, 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** IntraDistrict Attendance Appeal #12-13/AA1

**3.1.2** Finding of Fact #12-13/32, 34, 35, 36, 37, 38, 39, 40, 42,44

**3.1.2** Application for Reinstatement #12-13/17, 18, 19, 20, 21, 22, 23, 24, 25, 25, 26, 27, 28, 29

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

**3.1.3** Application for Enrollment #12-13/4

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

**3.2 Human Resources:**

**3.2.1** Consider Non-Paid Leave of Absence Request for Classified Employee #UCL – 173, Pursuant to Article XXIII

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

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

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

**3.2.3** Conference with Labor Negotiator

Agency Negotiator: Sheila Harrison

Assistant Superintendent of Educational Services & Human Resources

Employee Organization: CSEA, TEA

**4. Adjourn to Open Session**

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

6. **Closed Session Issues:** Pg. No.  
6a Report Out of Action Taken on IntraDistrict Attendance Appeal #12-13/AA1  
**Action: Vote:** Yes \_\_\_; No \_\_\_; Absent \_\_\_; Abstain \_\_\_  
6b Finding of Fact #12-13/32, 34, 35, 36, 37, 38, 39, 40, 42,44  
**Action:** Motion \_\_\_; Second \_\_\_. **Vote:** Yes \_\_\_; No \_\_\_; Absent \_\_\_; Abstain \_\_\_  
6c Report Out of Action Taken on Application for Reinstatement #12-13/17, 18, 19, 20, 21, 22, 23, 24, 25, 25, 26, 27, 28, 29  
**Action: Vote:** Yes \_\_\_; No \_\_\_; Absent \_\_\_; Abstain \_\_\_  
6d Report Out of Action Taken on Application for Enrollment #12-13/4  
**Action: Vote:** Yes \_\_\_; No \_\_\_; Absent \_\_\_; Abstain \_\_\_  
6e Report Out of Action Taken on Consider Non-Paid Leave of Absence Request for Classified Employee #UCL – 173, Pursuant to Article XXIII  
**Action: Vote:** Yes \_\_\_; No \_\_\_; Absent \_\_\_; Abstain \_\_\_
7. **Approve Regular Minutes of December 11, 2012.** 1-5  
**Action:** Motion\_\_\_; Second \_\_\_. **Vote:** Yes \_\_\_; No \_\_\_; Absent \_\_\_; Abstain \_\_\_.
8. **Administer Oath of Office:** Kelly Lewis
9. **Student Representative Reports:** None.
10. **Recognition & Presentations:** An opportunity to honor students, employees and community members for outstanding achievement: 6  
9.1 Recognize the Recipient of the Diversity & Equity Staff Recognition Award for the Fall Term of the 2012-13 School Year  
9.2 George Kelly School Update
11. **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 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. You may obtain copies of the policy from Human Resources, and staff will assist you.

- 12. Information & Discussion Items:** An opportunity to present information or reports concerning items that may be considered by Trustees at a future meeting. **Pg. No.**  
**12.1 Administrative & Business Services:** None.
- 13. PUBLIC HEARING:** None.
- 14. 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\_\_
- 14.1 Administrative & Business Services:**
- |               |   |              |
|---------------|---|--------------|
| <b>14.1.1</b> | Accept the Generous Donations from the Various Individuals, Businesses, and School Site Parent Teacher Associations Listed Herein with Thanks and Appreciation from the Staff and Students of the Tracy Unified School District | <b>7-8</b>   |
| <b>14.1.2</b> | Ratify Routine Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda   | <b>9-11</b>  |
| <b>14.1.3</b> | Ratify Measure S Related Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda   | <b>12-13</b> |
| <b>14.1.4</b> | Ratify Measure E Related Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda   | <b>14-15</b> |
- 14.2 Educational Services:**
- |               |  |              |
|---------------|--|--------------|
| <b>14.2.1</b> | Ratify Master Contract with Applied Behavior Consultants, Inc., a Nonpublic School for the 2012-2013 School Year   | <b>16-48</b> |
| <b>14.2.2</b> | Ratify Agreement for Special Contract Services with San Joaquin County Office of Education, Artist-in-Schools Program at Villalovoz Elementary School for the 2012 – 2013 School Year            | <b>49-53</b> |
| <b>14.2.3</b> | Approve Agreement for Special Contract Services for DataWORKS Educational Research to Provide Parent Involvement Workshops to Central School for the 2012-2013 School Year                       | <b>54-58</b> |
| <b>14.2.4</b> | Approve Funding for the SJCOE Educational Foundation Grant for Louis Bohn Elementary School in the Amount of \$1,000 for the Purchase of Science Fair Technology Equipment                       | <b>59-70</b> |
| <b>14.2.5</b> | Approve Agreement for Special Contract Services with Capital World Language Project for the February 23, 2013 Staff Development Buy Back Day   | <b>71-73</b> |
| <b>14.2.6</b> | Approve Overnight Travel for the Tracy High School Mock Trial Team and Advisors to Attend the NorCal Mock Trail Invitational in Atherton, CA on January 12-13, 2013                              | <b>74</b>    |
| <b>14.2.7</b> | Approve Agreement for Special Contract Services Between Peacemakers and Monte Vista Middle School to Provide Parent Liaison Services Throughout the Second Semester of the 2012-2013 School Year | <b>75-77</b> |
| <b>14.2.8</b> | Approve Overnight Travel for Tracy High School Cheer Team and Coaches to Participate in Jammz Nationals Competition in Las Vegas, NV on February 6-8, 2013                                       | <b>78</b>    |

- |        |  |                |
|--------|--|----------------|
| 14.3   | <b>Human Resources:</b>  | <b>Pg. No.</b> |
| 14.3.1 | Approve Classified, Certificated and/or Management Employment  | 79-80          |
| 14.3.2 | Accept Resignations/Retirements/Leaves of Absence for Classified, Certificated, and/or Management Employment | 81             |
15. **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.
- 15.1 **Administrative & Business Services:** None.
- |        |   |       |
|--------|---|-------|
| 15.2   | <b>Educational Services:</b>  |       |
| 15.2.1 | Adopt Resolution No. 12-11 Approving the State Preschool Facilities Renovation and Repair (FRR) Contract for \$6,000 and to Authorize Designated Personnel to Sign Contract Documents | 82-93 |
|        | <b>Action:</b> Motion___; Second___. <b>Vote:</b> Yes ___; No___; Absent___; Abstain ___.   |       |
| 15.2.2 | Approve Revisions to BP 5141.33 HEAD LICE (Second Reading)  | 94-96 |
|        | <b>Action:</b> Motion___; Second___. <b>Vote:</b> Yes ___; No___; Absent___; Abstain ___.   |       |
16. **Board Reports:** An opportunity for board members to discuss items of particular importance or interest in the district.
17. **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.
18. **Board Meeting Calendar:**
- |      |                   |
|------|-------------------|
| 18.1 | January 22, 2013  |
| 18.2 | February 12, 2013 |
| 18.3 | February 26, 2013 |
| 18.4 | March 12, 2013    |
| 18.5 | March 26, 2013    |
| 18.6 | April 23, 2013    |
19. **Upcoming Events:**
- |      |                          |                               |
|------|--------------------------|-------------------------------|
| 19.1 | January 21, 2013         | No School, MLK Day            |
| 19.2 | February 11, 2013        | No School, Lincoln's Birthday |
| 19.3 | February 18, 2013        | No School, Presidents' Day    |
| 19.4 | March 29 – April 5, 2013 | No School, Spring Break       |
| 19.5 | May 27, 2013             | No School, Memorial Day       |
| 19.6 | June 1, 2013             | Graduation                    |

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, December 11, 2012**

- 5:15 PM:** President Costa called the meeting to order and adjourned to closed session.
- Roll Call:** Board: J. Costa, G. Crandall, W. Gouveia, T. Guzman, G. Silva, B. Swenson, J. Vaughn  
Staff: J. Franco, S. Harrison, C. Goodall, B. Etcheverry
- 7:12 PM** President Costa called the Tracy Unified School District Board of Education to order and led those present in the Pledge of Allegiance.
- Closed Session:** **6a** Report Out on Conference with Labor Negotiator – No Action Taken  
**6b** Report Out of Action Taken on Records Challenge #12-13/1  
**Action:** Denied. **Vote:** Yes-6; No-0; Absent-1(Vaughn)  
**6c** Finding of Fact #12-13/25, 26, 27, 28, 29, 30, 31  
**Action:** Guzman, Gouveia. **Vote:** Yes-6; No-0; Absent-1(Vaughn)  
**6d** Report Out of Action Taken on Application for Reinstatement #12-13/15  
**Action:** **Vote:** Yes-6; No-0; Absent-1(Vaughn)  
**6e** Report Out of Action Taken on PE Exemption – KHS #10207523  
**Action:** **Vote:** Yes-6; No-0; Absent-1(Vaughn)  
**6f** Report Out of Action Taken on Request to Expunge Expulsion  
#12-13/1 - #1019092  
**Action:** Expunged. **Vote:** Yes-6; No-0; Absent-1(Vaughn)  
**6g** Report Out of Action Taken on Consider Settlement Agreement with  
Employee UC# 781  
**Action:** Approved. **Vote:** Yes-6; No-0; Absent-1(Vaughn)  
**6h** Report Out of Action Taken on Consider Leave of Absence Request for  
Certificated Employee #UC-782, Pursuant to Article XX  
**Action:** Denied. **Vote:** Yes-6; No-0; Absent-1(Vaughn)
- Employees Present:** C. Minter, J. Cardoza, C. Sasser, R. Call, L. Nelson, B. Carter, T. Brown, J. Waggle, J. Wilson, T. Stutz, G. Garner, D. Reece, E. McKay, A. Continente, J. Carter, G. Borejko, P. Hall, C. Woo, R. Riddle
- Press:** D. Rizzo (Tracy Press)
- Visitors Present:** P. Pederson, J. Sangha
- Minutes:** **Approve Regular Minutes of November 13, 2012.**  
**Action:** Guzman, Silva. **Vote:** Yes-6; No-0; Absent-1(Vaughn)
- Board Organization:** **8.1** Elect Officers:  
President-Greg Silva, Vice President-James Vaughn, Clerk-Gregg Crandall  
**Action:** Swenson, Gouveia. **Vote:** Yes-6; No-0; Absent-1 (Vaughn)  
**8.2** Appoint Representatives to the following committees:  
Budget; CALSSD; City Schools Liaison; District Attendance Area; Facilities

Advisory; Facility Use Policy Review; Family Life, Legislative Action, SJCSBA; Special Ed;TAPFFA; Tracy Learning Center/Ad Hoc Board Member; Charter Schools; Tracy Parks.

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

### 8.3 Approve Board Meeting Calendar

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

## Student Rep Reports:

Kimball High: Brianna Pekari commented that they celebrated Veteran's Day with breakfast for veterans. In drama, they performed *Grease* which was a fun event and will be casting for spring play. Their winter formal dance was a success. They had an ugly sweater spirit day which was fun to see what people were wearing around campus. They are collecting money for the victims of Hurricane Sandy. Their winter sports started off strong. The boys' basketball team is playing tonight against Tracy High.

Tracy High: Ivan Diaz apologized for not attending former board meetings. He is a Senior at Tracy High School and is involved in leadership, water polo, and numerous clubs. They have had several rallies. Students are helping others for the holiday season and are bell ringing. Drama just finished their performances of "A Christmas Carol". It was great! Basketball and wrestling are going strong. Tonight is dog pound night at Kimball. He thanked the board for this opportunity and wished everyone a Merry Christmas and happy holidays.

West High: Natasha Bartolome reported that academics are going well and students are studying for mid-year finals. Homecoming was successful and the night rally held indoors for the first time. The Sophomores won in the float competition and the dance returned to old traditions with their theme of "Two Peas in a Pod" as students dressed up in pairs. On November 9<sup>th</sup> they held the fall food fair which was delicious. On November 16<sup>th</sup>, leadership hosted a Freshman mixer party with snacks and drinks. The Winter Ball was on December 1<sup>st</sup> and the dance was held in the new theater and decorated with Christmas decorations and a photo booth. Friday, they hosted a lunchtime activity, but due to rain, it was in the cafeteria. Students sang a song of their choice. Finals and holidays are coming up.

Stein High: Justin Chapman-Varela was unable to attend tonight.

## Recognition & Presentations:

### 9.1 Jacobson School Update

Principal, Cindy Sasser, presented a power point on their EL program. Teachers Sharon Shiroma-Lee and Larry Blair also presented information on their programs. The API for the Hispanic subgroup was 787 an increase of 24 points. There are currently 20 different languages on campus with Punjabi being the next largest subgroup after Spanish. ELD has a daily designated block of time. Students are grouped by their English proficiency level. Emphasis is on reading, writing, listening and speaking.

Rosetta Stone is also offered for new students to our country and offered after school to parents and families. Many strategies are used which benefit EL students. A video clip was shown of 1<sup>st</sup> grade teacher using a movie script to act out vocabulary. They also use CELDT scores to group students. District EL



coach, Rocio Garcia, is working with Jacobson. They then reviewed a Santillana Lesson.

**9.2 Recognize the Outstanding Employees of the Fall Term for the 2012-13 School Year**

The following employees were given certificates and recognized by the school board for outstanding employee of the fall term in the following categories: Nicola Roberts, K-5 Classified at Bohn; Adrienne Broussard, 6-8 Classified at Kelly; Ruben Arroniz, Sr. , 9-12 Classified for Building, Maintenance and Operations; Kathy Lesles, K-5 Certificated at Bohn; Gloria Ramirez, 6-8 Certificated at North; Jon Waggle 9-12 Certificated at Tracy High and Troy Brown, Management at West High.

**9.3 Recognize TUSD Board of Education Member, Bill Swenson, for 18 Dedicated Years of Service to Tracy School Boards**

Superintendent, Dr. James Franco, recognized Bill Swenson for his years of service on the Board of Education since December of 1994. He was first hired as a coach at Senior Elementary School in 1953, and later positions included a driver's education teacher, varsity basketball coach, counselor and athletic director and vice principal in charge of discipline. Bill retired in June 1994, but ran for and was elected to the school board that November. He has served diligently since that time, running for and winning several elections. He also dedicates his time to the community as a member of the Tracy Breakfast Lions Club, and he and his wife, Ann, have been active members of the First Presbyterian Church.

**Hearing of Delegations**

None.

**Information & Discussion Items:**

**11.1 Administrative & Business Services:** None.

**Public Hearing:**

**12.1 Public Hearing:** None.

**Consent Items:**

**Action** Crandall, Guzman. **Vote:** Yes-6; No-0; Absent-1(Vaughn)  
**13.1 Administrative & Business Services:**  
**13.1.1** Accept the Generous Donations from the Various Individuals, Businesses, and School Site Parent Teacher Associations Listed Herein with Thanks and Appreciation from the Staff and Students of the Tracy Unified School District  
**13.1.2** Approve Assembly, Service, Business and Food Vendors  
**13.1.3** Ratify Routine Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda  
**13.1.4** Ratify Measure S Related Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda  
**13.1.5** Ratify Measure E Related Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda

- 13.2 Educational Services:**
- 13.2.1** Approve Sunesys, LLC Amendment No. 2012-01 to the Wide Area Network License Agreement between Tracy Unified School District and Sunesys, LLC
- 13.2.2** Approve Funding for the Lawrence Livermore National Security (LLNS) Grants Received by Tracy High School Science Department in the Amounts of \$5,000 and \$1,000 Respectively
- 13.2.3** Approve Agreement for Special Contract Services with Conscious Teaching, LLC to Facilitate a Conscious Classroom Management Workshop and a Brain Compatible Approaches for Motivating and Engaging Students Workshop at the February 23, 2013 Staff Development Buy Back Day
- 13.2.4** Ratify Agreement for Special Contract Services with Nancy Fetzer for Coaching in Balanced Literacy including Writing for Teachers at Villalovoz and McKinley Elementary Schools for the 2012 – 2013 School Year
- 13.2.5** Approve Agreement for Special Contract Services and Vendor Agreement with "One Day at a Time" (ODAT) to Provide Additional Services to West High School from January 1 – May 31, 2013
- 13.2.6** Approve Overnight Travel for Tracy High School Varsity Girls' Basketball Team to Participate in the Wine Valley Tournament in Napa, CA on December 13-15, 2012
- 13.2.7** Approve Agreement for Special Contract Services with Timothy M. Smith as Guest Conductor for the 2013 Tracy Unified School District Honor Band for a Total of Three Rehearsals and One Performance

**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** Certify 2012-2013 Fiscal Year First Interim Report (Separate Cover Item)  
Associate Superintendent, Dr. Casey Goodall, presented a brief power point which reviewed the timeline for new information on the budget.  
**Action:** Guzman, Crandall. **Vote:** Yes-6; No-0; Absent-1(Vaughn)
- 14.1.2** Accept the Annual Report on the Collection and Expenditure of Development Fees for Fiscal Year 2011/12  
**Action:** Guzman, Gouveia. **Vote:** Yes-6; No-0; Absent-1(Vaughn)

**14.2 Educational Services:**

- 14.2.1** Approve Revisions to BP 5141.33 Head Lice (First Reading)  
**Action:** Crandall, Guzman. **Vote:** Yes-6; No-0; Absent-1(Vaughn)
- 14.2.2** Approve School Site Single Plans for Student Achievement and Site Categorical Budgets for the 2012/2013 School Year (Separate Cover Item)  
**Action:** Gouveia, Guzman. **Vote:** Yes-6; No-0; Absent-1(Vaughn)



**Board Reports:**

Trustee Costa passed. Trustee Gouveia commented that he participated in a workshop presented by West Ed and it was very informative. Trustee Swenson said good bye to the board members and staff. Trustee Guzman attended the charter school committee meeting. He congratulated Jill for her past year as president and Greg Silva for becoming the new president. He will miss Bill along with his wisdom and experience and everything he brought to the board. He has done a lot and has been a great community member. Trustee Crandall commented that he has been here 11 years and Bill has been a friend, mentor, and a great resource for him. He thanked Bill for his time and is sure he will see him around on the field with Breakfast Lions. Trustee Silva commented that we will lose a great deal of institutional knowledge with Bill gone. He appreciates how he took him in when he first became a board member. He attended the charter school meeting. There will be a breakfast with Santa at Applebee's. He is glad to be president and hopefully will do a good job.

**Superintendent Report:**

Dr. Franco commented that with Bill leaving the board, we will need to name a new board member. We have started the process and all applications are due by December 19<sup>th</sup>. We will set up interviews and may make special screenings if there are too many. There will be a special board meeting on January 3<sup>rd</sup> and we would like entire board to be present. It looks like all members can attend on January 3<sup>rd</sup> at 5:30 p.m. We want to put together the interview questions and will use some we used in past, however, you may have some that you would like to use. If so, please email them to Bobbie. Cake will be served in the general conference room after this meeting in honor of Bill.

8:39 p.m.

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
Date



# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. James Franco, Superintendent  
**FROM:** Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resource  
**DATE:** December 10, 2012  
**SUBJECT:** **Recognize the Recipient of the Diversity & Equity Staff Recognition Award for the Fall Term of the 2012-13 School Year**

**BACKGROUND:** In December, 2011, the Board adopted a revision to the Board Policies and Administrative Regulations 4156.2 and 4256.2, Governing Board's Recognition of Employees. The revised Policies and Administrative Regulations reflect changes and the addition of the Superintendent's Diversity & Equity Committee Employee Award and Recognition Program. In compliance with the revised Board Policies and Administrative Regulations, the District began soliciting nominations for the Diversity & Equity Staff Recognition Award in September, 2012. A selection committee composed of a chairperson and members of the Superintendent's Diversity & Equity Committee met and reviewed the nominations and selected an award winner.

**RATIONALE:** In accordance with the Board Policies and Administrative Regulations, the award recipients will be recognized by the Board of Education and have their picture displayed in the District Education Center for the following term.

This agenda item meets District Strategic Goal #2: Ensure that all students meet or exceed grade level standards and that the achievement gap is closed; District Strategic Goal #3: Provide a safe and equitable learning environment for all students and staff.

**FUNDING:** N/A

**RECOMMENDATION:** Recognize Roxanne Ocampo as the Recipient of the Diversity & Equity Staff Recognition Award for the Fall Term of the 2012-13 School Year

**Prepared by:** Paul Hall, Director of Students Services & Curriculum



# BUSINESS SERVICES MEMORANDUM

**TO:** Dr. James C. Franco, Superintendent  
**FROM:** Dr. Casey Goodall, Associate Superintendent for Business Services  
**DATE:** January 8, 2013  
**SUBJECT:** **Accept the Generous Donations From the Various Individuals, Businesses, and School Site Parent Teacher Associations Listed Herein With Thanks and Appreciation From the Staff and Students of the Tracy Unified School District.**

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

Kimball High School:

1. Tracy Unified School District/Kimball High School: From Michelle and Timothy Najour in the amount of \$500.00 (ck.# 2396). This donation will benefit Kimball High School's girls golf team.

Tracy High School:

1. Tracy Unified School District/Tracy High School Future Farmers of America: From the Tracy Breakfast Lions in the amount of \$500.00 (ck.# 4391). This donation will benefit the Tracy High School Future Farmers of America program.
2. Tracy Unified School District/Tracy High School Catering Club: From Compagna Dei Italia Bersaglieri in the amount of \$500.00 (ck.# 2321). This donation will benefit Tracy High School's Food Education and Service Training (FEAST) Program.

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

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

**FUNDING:** Sites and departments of the District will incur responsibilities and costs associated with (some) of the donations which include, but are not limited to, supplies, repairs, maintenance of equipment, disposal/recycling. All items accepted by the Board of Trustees of the Tracy Unified School District are directed to the District's warehouse through the Materials Management Department for inclusion on the inventory list, marking for

distribution and identification prior to site or department use or placement. All items needing inspection prior to installation or use are scheduled through the Materials Management and Operations and/or the Facilities Developments and budgeted accordingly. All technology items are reviewed and approved by the Director of Information Services and Educational Technology, prior to Board presentation.

**RECOMMENDATION:** Accept the generous donations from the various individuals, businesses, and school site parent teacher associations listed herein with thanks and appreciation from the staff and students of the Tracy Unified School District.

**Prepared by:** Dr. Casey Goodall, Associate Superintendent for Business Services.



**TRACY**  
UNIFIED SCHOOL DISTRICT

# BUSINESS SERVICES MEMORANDUM

**TO:** Dr. James C. Franco, Superintendent  
**FROM:** Dr. Casey Goodall, Associate Superintendent for Business Services  
**DATE:** December 12, 2012  
**SUBJECT:** **Ratify Routine Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda**

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

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

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

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

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

**Prepared by:** Dr. Casey Goodall, Associate Superintendent for Business Services

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

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A. Vendors:	100% Learning Center 24 Horas de Tutoria (24 Hour Tutoring) A+ Educational Centers A+ Grades Up Tutoring A Tree of Knowledge Access to Learning ACE IT! Tutoring (Powered by Sylvan Learning) ACE Tutoring Services, Inc. ALPHA! Innovation through Education Alternatives, Unlimited ATS Project Success Brain Hurricane Club Z! In-Home Tutoring Community College Foundation Healthy Families Jump into Math Jump into Reading Keep Hope Alive Project Professional Tutors of America Smart Kids Tutoring & Learning StudentNest.com Teach-n-Tutor The Learning Curve Total Education Solutions TutorWorks, Inc. Ultimate Success Learning XCEL Educational Services
Site:	Program Improvement Schools: Central, Jacobson, McKinley, Monte Vista, North and South/West Park
Item:	Master Services Agreement - Ratify
Services:	Supplemental Educational Services (SES) Providers (Tutoring Services) as required by the No Child Left Behind Act, for schools that are in Program Improvement (PI) Year 2+ status. The District is required to contract with state approved outside vendors to provide tutoring services in Mathematics and Reading/Language Arts to eligible students in these six schools. These contracted entities, approved by the California Department of Education (CDE), will provide after-school tutoring to approximately 430 students who apply and will qualify for this program based on financial disadvantage and academic disadvantage.
Cost:	The Supplemental Educational Services Per Pupil Allocation for TUSD for 2012-2013, as decreed by the CDE, is \$857.60 per eligible student
Project Funding:	General Fund, Categorical/NCLB Title 1, Program Improvement

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B. Vendor: Lowest Responsive Bidder  
Site: Monte Vista Middle School – Tracy High School Baseball Fields  
Item: Agreement  
Services: Contractor to provide dugout extensions on field 6 (Varsity field);  
batting cage concrete and site electrical.  
Cost: TBD  
Project Funding: General Fund and General Fund, Unrestricted Facilities Funds

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C. Vendor: Lowest Responsive Bidder  
Site: Monte Vista Middle School – Tracy High School Baseball Fields  
Item: Agreement  
Services: Contractor to provide materials and labor to install batting cages.  
Cost: TBD  
Project Funding: General Fund and General Fund, Unrestricted Facilities Funds

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**TRACY**  
UNIFIED SCHOOL DISTRICT

# BUSINESS SERVICES MEMORANDUM

**TO:** Dr. James C. Franco, Superintendent  
**FROM:** Dr. Casey Goodall, Associate Superintendent for Business Services  
**DATE:** December 12, 2012  
**SUBJECT:** **Ratify Measure S Related Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda**

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

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

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

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

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

**Prepared by:** Dr. Casey Goodall, Associate Superintendent for Business Services

**BUSINESS SERVICES  
FACILITIES DEVELOPMENT DEPARTMENT  
MEASURE S BOND  
SUMMARY OF SERVICES**

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A. Vendor: AMS.net  
Site: Monte Vista Middle School Modernization  
Item: Quote  
Services: Contractor to provide and install cabling, data outlet and (1) jack at teacher station in Art Classroom.  
Cost: \$1,714.61  
Project Funding: Measure S Bond Funds and State School Building Fund (SSBF)

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B. Vendor: American Modular Systems  
Site: Monte Vista Middle School Modernization  
Item: Change Order #1  
Services: Scope of work documented on the change order summary.  
Cost: \$2,997.52  
Project Funding: Measure S Bond Funds and SSBF

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C. Vendor: American Modular Systems  
Site: McKinley Elementary School Modernization  
Item: Change Order #1  
Services: Scope of work documented on the change order summary.  
Cost: \$1,475.00  
Project Funding: Measure S Bond Funds and SSBF

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# BUSINESS SERVICES MEMORANDUM

**TO:** Dr. James C. Franco, Superintendent  
**FROM:** Dr. Casey Goodall, Associate Superintendent for Business Services  
**DATE:** December 12, 2012, 2012  
**SUBJECT:** Ratify Measure E Related Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda

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

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

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

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

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

**Prepared by:** Dr. Casey Goodall, Associate Superintendent for Business Services.

**BUSINESS SERVICES  
FACILITIES DEVELOPMENT DEPARTMENT  
MEASURE E BOND  
SUMMARY OF SERVICES**

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A. Vendor: Horizon Brothers Painting  
Site: Tracy High School Main Gym Reroofing Project  
Item: Proposal - Ratify  
Services: Contractor to furnish material and labor to paint trim and roof flashing on the main gym.  
Cost: \$5,100.00  
Project Funding: Measure E Bond Funds

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B. Vendor: Lowest Responsive Bidder  
Site: West High School Performing Arts Center  
Item: Piggyback Proposal  
Services: Audience Seating System and Chairs.  
Cost: TBD  
Project Funding: Measure E and State School Building Fund (SSBF)

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C. Vendor: L & H Airco  
Site: Tracy High School  
Item: Proposal  
Services: Contractor to furnish and install an Alerton Control and electric control system (energy management system) in the boy's sub-gym, boy's locker room offices and girl's locker room offices.  
Cost: \$9,924.00  
Project Funding: Measure E Bond Funds

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# EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. James C. Franco, Superintendent  
FROM: Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources  
DATE: December 10, 2012  
SUBJECT: **Ratify Master Contract with Applied Behavior Consultants, Inc., a Nonpublic School for the 2012-2013 School Year**

**BACKGROUND:** A student diagnosed with Autism with significant behaviors was placed at Applied Behavior Consultants School, a Nonpublic School (NPS) for the 2012-2013 school year. The Independent Education Plan (IEP) team for the student determined the needs of the student could not be met in a public school placement at this time. Ratification of the Master Contract is necessary at this time because services are currently being provided by Applied Behavior Consultants, Inc. NPS.

**RATIONALE:** The student was placed in a structured setting with a behavioral component not available in the public setting. Districts must offer a continuum of services, including nonpublic schools, to students with exceptional needs. Less restrictive placements have not been effective in meeting the student's needs. This request supports District Strategic Goal #2: Ensure that all students meet or exceed grade level standards and that the achievement gap between the identified student subgroups is closed; District Strategic Goal #3: Provide a safe and equitable learning environment for all students and staff; and District Strategic Goal #7: Develop and utilize partnerships to achieve District goals.

**FUNDING:** Contract expenses for this student for the 2012-2013 school year include 210 days with per diem costs of \$175.83 for basic and extended year education. Total expenses are not to exceed \$55,516.00. Non-public tuition expenses are budgeted in account number 01-6500-0-5750-1180-5800-800-2542.

**RECOMMENDATION:** Ratify Master Contract with Applied Behavior Consultants, Inc., a Nonpublic School for the 2012-2013 School Year

**Prepared by:** Dr. Janet Skulina, Director of Special Education

NONPUBLIC, NONSECTARIAN  
SCHOOL/AGENCY SERVICES

MASTER CONTRACT

*2012-13*

*Revised May, 2012*



# MASTER CONTRACT

GENERAL AGREEMENT FOR NONSECTARIAN,  
NONPULIC SCHOOL AND AGENCY SERVICES

District TRACY UNIFIED SCHOOL DISTRICT

Contract Year 2012-2013

X Nonpublic School  
       Nonpublic Agency

## Type of Contract:

X Master Contract for fiscal year with Individual Service Agreements (ISA) to be approved throughout the term of this contract.

       Individual Master Contract for a specific student incorporating the Individual Service Agreement (ISA) into the terms of this Individual Master Contract specific to a single student.

       Interim Contract: an extension of the previous fiscal years approved contracts and rates. The sole purpose of this Interim Contract is to provide for ongoing funding at the prior year's rates for 90 days at the sole discretion of the LEA. Expiration Date:                     

*When this section is included as part of any Master Contract, the changes specified above shall amend Section 4 – Term of Master Contract.*



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2012-2013

CONTRACT NUMBER:

LEA: *Tracy Unified School District*

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NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER:

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES  
MASTER CONTRACT

## AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS

### 1. MASTER CONTRACT

This Master Contract is entered into this 1st day of July, 2012, between the Tracy Unified School District (district, county office of education, a charter school participating as a member of the special education local plan area, or special education local plan area), county of **San Joaquin** hereinafter referred to as the local educational agency ("LEA") and Applied Behavior Consultants, Inc. (nonpublic, nonsectarian school or agency), hereinafter referred to as NPS/A or "CONTRACTOR" for the purpose of providing special education and/or related services to students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 *et seq.* and Title 5 of the California Code of Regulations section 3000 *et seq.*, AB490 (Chapter 862, Statutes of 2003) and AB1858 (Chapter 914, Statutes of 2004). It is understood that this agreement does not commit LEA to pay for special education and/or related services provided to any student, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR.

Upon acceptance of a student, LEA shall submit to CONTRACTOR an Individual Services Agreement (hereinafter referred to as "ISA") and a Nonpublic Services Student Enrollment form as specified in the LEA Procedures. Unless otherwise agreed in writing, these forms shall acknowledge CONTRACTOR's obligation to provide all services specified in the student's Individualized Education Plan (hereinafter referred to as "IEP"). The ISA shall be executed within thirty (30) days of a student's enrollment. LEA and CONTRACTOR shall enter into an ISA for each student served by CONTRACTOR. As available and appropriate, the LEA shall make available access to any electronic IEP system and /or electronic data base for ISA developing including invoicing.

Unless placement is made pursuant to an Office of Administrative Hearings (hereinafter referred to as "OAH") order, a lawfully executed agreement between LEA and parent or authorized by LEA for a transfer student pursuant to California Education Code section 56325, LEA is not responsible for the costs associated with nonpublic school placement until the date on which an IEP team meeting is convened, the IEP team determines that a nonpublic school placement is appropriate, and the IEP is signed by the student's parent.

### 2. CERTIFICATIONS AND LICENSES

CONTRACTOR shall be certified by the California Department of Education (hereinafter referred to as "CDE") as a nonpublic, nonsectarian school/agency. All nonpublic school and nonpublic agency services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code, section 56366 *et seq.* and within the professional scope of practice of each providers license, certification and/or credential.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this State shall be certified or licensed by that state to provide, respectively,

special education and related services and designated instruction and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.).

If CONTRACTOR is a licensed children's institution (hereinafter referred to as "LCI"), CONTRACTOR shall be licensed by the state, or other public agency having delegated authority by contract with the state to license, to provide nonmedical care to children, including, but not limited to, individuals with exceptional needs. The LCI must also comply with all licensing requirements relevant to the protection of the child, and have a special permit, if necessary, to meet the needs of each child so placed. If the CONTRACTOR operates a program outside of this State, CONTRACTOR must obtain all required licenses from the appropriate licensing agency in both California and in the state where the LCI is located.

A current copy of CONTRACTOR's licenses and nonpublic school/agency certification or a validly issued waiver of any such certification must be provided to LEA on or before the date this contract is executed by CONTRACTOR. CONTRACTOR must immediately (and under no circumstances longer than three (3) business days) notify LEA if any such licenses, certifications or waivers are expired, suspended, revoked, rescinded, challenged pursuant to an administrative or legal complaint or lawsuit, or otherwise nullified during the effective period of this Master Contract. If any such licenses, certifications or waivers are expired, suspended, revoked, rescinded, or otherwise nullified during the effective period of this Master Contract, this Master Contract shall be null and void.

Total student enrollment shall be limited to capacity as stated on CDE certification. Total student enrollment shall be limited to capacity as stated in Section 24 of the Master Contract.

### **3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS**

During the term of this contract unless otherwise agreed, CONTRACTOR shall comply with all applicable federal, state, and local statutes, laws, ordinances, rules, policies, and regulations. CONTRACTOR shall also comply with all applicable LEA policies and procedures unless, taking into consideration all of the surrounding facts and circumstances, a policy or policies or a portion of a policy does not reasonably apply to CONTRACTOR. CONTRACTOR hereby acknowledges and agrees that it accepts all risks and responsibilities for its failure to comply with LEA policies and shall indemnify LEA under the provisions of section 16 of this Agreement for all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of CONTRACTOR's failure to comply with applicable LEA policies (e.g., those policies relating to, the provision of special education and/or related services, facilities for individuals with exceptional needs, student enrollment and transfer, student inactive status, corporal punishment, student discipline, and positive behavior interventions).

CONTRACTOR acknowledges and understands that LEA may report to the CDE any violations of the provisions of this Master Contract; and that this may result in the suspension and/or revocation of CDE nonpublic school/agency certification pursuant to California Education Code section 56366.4(a).

### **4. TERM OF MASTER CONTRACT**

The term of this Master Contract shall be from July 1, 2012 to June 30, 2013 (Title 5 California Code of Regulations section 3062(a)) unless otherwise stated. Neither the CONTRACTOR nor the LEA is required to renew this Master Contract in subsequent contract years. However, the parties acknowledge that any subsequent Master Contract is to be re-negotiated prior to June 30, 2013. In the event the contract is not renegotiated by June 30<sup>th</sup>, an interim contract may be made available as mutually agreed upon for up to 90 days from July 1 of the new fiscal year. (Title 5 California Code of Regulations section 3062(d)) No Master Contract will be offered unless and until all of the contracting requirements have been satisfied. The offer of a Master Contract to a CONTRACTOR is at the sole discretion of the LEA.

### **5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION**

This Master Contract includes the LEA Procedures and each Individual Services Agreement and they are incorporated herein by this reference. This Master Contract supersedes any prior or contemporaneous written or oral understanding or agreement. This Master Contract may be amended only by written amendment executed by both parties. Notwithstanding the foregoing, the LEA may modify the LEA procedures from time to time without the consent of CONTRACTOR.

CONTRACTOR shall provide the LEA with information as requested in writing to secure a Master Contract or a renewal.

At a minimum such information shall include copies of teacher credentials and clearance, insurance documentation and CDE certification. The LEA may require additional information as applicable. If the application packet is not completed and returned to District, no Master Contract will be issued. If CONTRACTOR does not return the Master Contract to LEA duly signed by an authorized representative within ninety (90) calendar days of issuance by LEA, the new contract rates will not take effect until the newly executed Master Contract is received by LEA and will not be retroactive to the first day of the new Master Contract's effective date. If CONTRACTOR fails to execute the new Master Contract within such ninety day period, all payments shall cease until such time as the new Master Contract for the current school year is signed and returned to LEA by CONTRACTOR.(California Education Code section 56366(c)(1) and (2)). In the event that this Master Contract expires or terminates, CONTRACTOR shall continue to be bound to all of the terms and conditions of the most recent executed Master Contract between CONTRACTOR and LEA for so long as CONTRACTOR is servicing authorized students at the discretion of the LEA.

## **6. INDIVIDUAL SERVICES AGREEMENT**

This contract shall include an ISA developed for each student to whom CONTRACTOR is to provide special education and/or related services. An ISA shall only be issued for students enrolled with the approval of the LEA pursuant to Education Code section 56366 (a)(2)(A). An ISA may be effective for more than one contract year provided that there is a concurrent Master Contract in effect. In the event that this Master Contract expires or terminates, CONTRACTOR, shall continue to be bound to all of the terms and conditions of the most recent executed ISAs between CONTRACTOR and LEA for so long as CONTRACTOR is servicing authorized students.

Any and all changes to a student's educational placement/program provided under this Master Contract and/or an ISA shall be made solely on the basis of a revision to the student's IEP. At any time during the term of this Master Contract, a student's parent, CONTRACTOR, or LEA may request a review of a student's IEP subject to all procedural safeguards required by law.

Unless otherwise provided in this Master Contract, the CONTRACTOR shall provide all services specified in the IEP unless the CONTRACTOR and the LEA agree otherwise in the ISA. (California Education Code sections 56366(a) (5) and 3062(e)). In the event the CONTRACTOR is unable to provide a specific service at any time during the life of the ISA, the CONTRACTOR shall notify the LEA in writing within five (5) business days of the last date a service was provided.

If a parent or LEA contests the termination of an ISA by initiating a due process proceeding with the OAH, CONTRACTOR shall abide by the "stay-put" requirement of state and federal law unless the parent agrees otherwise or an interim alternative educational placement is deemed lawful and appropriate by LEA or OAH. CONTRACTOR shall adhere to all LEA requirements concerning changes in placement.

Disagreements between LEA and CONTRACTOR concerning the formulation of an ISA or the Master Contract may be appealed to the County Superintendent of Schools of the County where the LEA is located, or the State Superintendent of Public Instruction pursuant to the provisions of California Education Code section 56366(c) (2).

## **7. DEFINITIONS**



The following definitions shall apply for purposes of this contract:

- a. The term "CONTRACTOR" means a nonpublic, nonsectarian school/agency certified by the California Department of Education and its officers, agents, employees.
- b. The term "authorized LEA representative" means a LEA administrator designated to be responsible for nonpublic school/agencies. It is understood, a representative of the Special Education Plan Local Area (SELPA) of which the LEA is a member is an authorized LEA representative in collaboration with the LEA. The LEA maintains sole responsibility for the contract, unless otherwise specified in the contract
- c. The term "credential" means a valid credential, life diploma, permit, or document in special education or pupil personnel services issued by, or under the jurisdiction of, the State Board of Education if issued prior to 1970 or the California Commission on Teacher Credentialing, which entitles the holder thereof to perform services for which certification qualifications are required as defined in Title 5 of the California Code of Regulations section 3001(j).
- d. The term "qualified" means that a person holds a certificate, permit or other document equivalent to that which staff in a public school are required to hold to provide special education and designated instruction and services and has met federal and state certification, licensing, registration, or other comparable requirements which apply to the area in which he or she is providing special education or related services, including those requirements set forth in Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and those requirements set forth in Title 5 of the California Code of Regulations Sections 3064 and 3065, and adheres to the standards of professional practice established in federal and state law or regulation, including the standards contained in the California Business and Professions Code.

Nothing in this definition shall be construed as restricting the activities in services of a graduate needing direct hours leading to licensure, or of a student teacher or intern leading to a graduate degree at an accredited or approved college or university, as authorized by state laws or regulations. (Title 5 of the California Code of Regulations Section 3001 (y)).

- e. The term "license" means a valid nonexpired document issued by a licensing agency within the Department of Consumer Affairs or other state licensing office authorized to grant licenses and authorizing the bearer of the document to provide certain professional services, including but not limited to mental health and board and care services at a residential placement, or refer to themselves using a specified professional title. If a license is not available through an appropriate state licensing agency, a certificate of registration with the appropriate professional organization at the national or state level which has standards established for the certificate that are equivalent to a license shall be deemed to be a license as defined in Title 5 of the California Code of Regulations section 3001(r).
- f. Parent means a biological or adoptive parent unless the biological or adoptive parent does not have legal authority to make educational decisions for the child, a guardian generally authorized to act as the child's parent or authorized to make educational decisions for the child, an individual acting in the place of a biological or adoptive parent, including a grandparent, stepparent, or other relative with whom the child lives, or an individual who is legally responsible for the child's welfare, a surrogate parent, a foster parent if the authority of the biological or adoptive parent to make educational decisions on the child's behalf has been specifically limited by court order in accordance with Code of Federal Regulations 300.30(b)(1) or (2). Parent does not include the state or any political subdivision of government or the nonpublic school or agency under contract with the LEA for the provision of special education or designated instruction and services for a child. (California Education Code section 56028).

The biological or adoptive parent, when attempting to act as the parent, and where more than one party is qualified under this definition to act as a parent, shall be presumed to be the parent for

purposes of this Agreement unless the biological or adoptive parent does not have legal authority to make educational decisions for the child or unless a judicial decree or order identifies someone other than the biological or adoptive parent to act as the parent of the child or to make educational decisions on behalf of the child.

- g. The term “days” means calendar days unless otherwise specified.
- h. The phrase “billable day” means a school day in which instructional minutes meet or exceed those in comparable LEA programs.
- i. The phrase “billable day of attendance” means a school day as defined in California Education Code Section 46307, in which a student is in attendance and in which instructional minutes meet or exceed those in comparable LEA programs unless otherwise stipulated in an IEP or ISA.
- j. It is understood that the term “Master Contract” also means “Agreement” and is referred to as such in this document.

## **ADMINISTRATION OF CONTRACT**

### **8. NOTICES**

All notices provided for by this contract shall be in writing. Notices shall be emailed/scanned with immediate mailing by first class mail deposited with the United States Postal Service or delivered by hand and shall be effective as of the date of receipt by addressee.

All notices mailed to LEA shall be addressed to the person and address as indicated on the signature page of the Master Contract. Notices to CONTRACTOR shall be addressed as indicated on signature page of this Master Contract.

### **9. MAINTENANCE OF RECORDS**

All records shall be maintained by CONTRACTOR as required by state and federal laws and regulations. Notwithstanding the foregoing sentence, CONTRACTOR shall maintain all records for at least five (5) years after the termination of this Master Contract. For purposes of this Master Contract, “records” shall include, but not be limited to student records as defined by California Education Code section 49061(b) including electronically stored information; cost data records as set forth in Title 5 of the California Code of Regulations section 3061; registers and roll books of teachers and/or daily service providers; daily service logs and notes and other documents used to record the provision of related services including supervision; daily service logs and notes used to record the provision of services provided through additional instructional assistants, NPA behavior intervention aides, and bus aides; absence verification records (parent/doctor notes, telephone logs, and related documents) if the CONTRACTOR is funded for excused absences, however, such records are not required if positive attendance is required; bus rosters; staff lists specifying credentials held and documents evidencing other staff qualifications, social security numbers, dates of hire, and dates of termination; records of employee training and certification, staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related services subcontracts; school calendars; bell/class schedules when applicable; liability and worker’s compensation insurance policies; state nonpublic school and/or agency certifications by-laws; lists of current board of directors/trustees, if incorporated; statement of income and expenses; general journals; cash receipts and disbursement books; general ledgers and supporting documents; documents evidencing financial expenditures; federal/state payroll quarterly reports; and bank statements and canceled checks or facsimile thereof. Positive attendance is required.



CONTRACTOR shall maintain student records in a secure location to ensure confidentiality and prevent unauthorized access. CONTRACTOR shall maintain a current list of the names and positions of CONTRACTOR's employees who have access to confidential records. CONTRACTOR shall maintain an access log for each student's record which lists all persons, agencies, or organizations requesting or receiving information from the record. Such log shall be maintained as required by California Education Code section 49064 and include the name, title, agency/organization affiliation, and date/time of access for each individual requesting or receiving information from the student's record. Such log need record access to the student's records by: (a) the student's parent; (b) an individual to whom written consent has been executed by the student's parent; or (c) employees of LEA or CONTRACTOR having a legitimate educational interest in requesting or receiving information from the record. CONTRACTOR/LEA shall maintain copies of any written parental concerns granting access to student records. For purposes of this paragraph, "employees of LEA or CONTRACTOR" do not include subcontractors. CONTRACTOR shall grant parents access to student records, and comply with parents' requests for copies of student records, as required by state and federal laws and regulations. CONTRACTOR agrees, in the event of school or agency closure, to forward student records within ten (10) business days to LEA. These shall include, but not limited to, current transcripts, IEP/IFSPs, and reports. LEA and/or SELPA shall have access to and receive copies of any and all records upon request within five business days.

**10. SEVERABILITY CLAUSE**

If any provision of this agreement is held, in whole or in part, to be unenforceable for any reason, the remainder of that provision and of the entire agreement shall be severable and remain in effect.

**11. SUCCESSORS IN INTEREST**

This contract binds CONTRACTOR's successors and assignees.

**12. VENUE AND GOVERNING LAW**

The laws of the State of California shall govern the terms and conditions of this contract with venue in the County where the LEA is located.

**13. MODIFICATIONS AND AMENDMENTS REQUIRED TO CONFORM TO LEGAL AND ADMINISTRATIVE GUIDELINES**

This Master Contract may be modified or amended by the LEA to conform to administrative and statutory guidelines issued by any state, federal or local governmental agency. The LEA shall provide the CONTRACTOR thirty (30) days notice of any such changes or modifications made to conform to administrative or statutory guidelines and a copy of the statute or regulation upon which the modification or changes are based.

**14. TERMINATION**

This Master Contract or Individual Service Agreement may be terminated for cause. The cause shall not be the availability of a public class initiated during the period of the contract unless the parent agrees to the transfer of the student to the public school program. To terminate the contract, either party shall give twenty (20) days prior written notice (California Education Code section 56366(a)(4)). At the time of termination, CONTRACTOR shall provide to LEA any and all documents CONTRACTOR is required to maintain under this Master Contract. ISAs are void upon termination of this Master Contract, as provided in Section 5 or 6.

LEA shall not be required to give twenty (20) days notice of termination when the health and/or safety of student/staff are endangered.

In appropriate cases, the opportunity to correct the issues supporting termination within the 20-day notice period through a collaborative process will be given. The parties shall act cooperatively and in good faith

to remedy the deficiency, if any, that forms the basis of the termination notice. If satisfactorily remedied, the parties may agree to a withdrawal of the termination notice.

## 15. INSURANCE

Contractor shall, at his, her, or its sole cost and expense, maintain in full force and effect, during the term of this Agreement, the following insurance coverage from a California licensed and/or admitted insurer with an A minus (A-), VII, or better rating from A.M. Best, sufficient to cover any claims, damages, liabilities, costs and expenses (including counsel fees) arising out of or in connection with Contractor's fulfillment of any of its obligations under this Agreement or either party's use of the Work or any component or part thereof:

- A. **Commercial General Liability Insurance**, including both bodily injury and property damage, with limits as follows:

\$3,000,000 per occurrence  
\$ 100,000 fire damage  
\$ 5,000 medical expenses  
\$3,000,000 personal & adv. Injury  
\$3,000,000 general aggregate  
\$3,000,000 products/completed operations aggregate

- B. **Business Auto Liability Insurance** for all owned scheduled, non-owned or hired automobiles with a \$1 million combined single limit.

If no owned automobiles, then only hired and non-owned is required.

If CONTRACTOR uses a vehicle to travel to/from school sites, between schools and/or to/from students' homes or other locations as approved service location by the LEA, CONTRACTOR must comply with State of California auto insurance requirements

- C. **Workers' Compensation and Employers Liability Insurance** in a form and amount covering Contractor's full liability under the California Workers' Compensation Insurance and Safety Act and in accordance with applicable state and federal laws.

Part A – Statutory Limits

Part B - \$1,000,000/\$1,000,000/\$1,000,000 Employers Liability

- D. **Errors & Omissions (E & O)/Malpractice (Professional Liability)** coverage, **including Sexual Molestation and Abuse coverage, unless that coverage is afforded elsewhere in the Commercial General Liability policy by endorsement or separate policy**, with the following limits:

\$3,000,000 per occurrence  
\$3,000,000 general aggregate

- E. Contractor, upon execution of this contract and periodically thereafter upon request, shall furnish the District with certificates of insurance evidencing such coverage. The certificate of insurance shall include a ten (30) day non-renewal notice provision. The Commercial General Liability and Automobile Liability policy shall name the District and the Board of Education as additional insured's. Premiums on all insurance policies shall be paid by Contractor and shall be deemed included in CONTRACTOR's obligations under this contract at no additional charge.

- F. Any deductibles or self-insured retentions above \$100,000 must be declared to and approved by the LEA. At its option, LEA may require the CONTRACTOR, at the CONTRACTOR's sole

cost, to: (a) cause its insurer to reduce to levels specified by the LEA or eliminate such deductibles or self-insured retentions with respect to the LEA, its officials and employees, or (b) procure a bond guaranteeing payment of losses and related investigation

- G. For any claims related to the services, the CONTRACTOR's insurance coverage shall be primary insurance as respects the LEA, its subsidiaries, officials and employees. Any insurance or self-insurance maintained by the LEA, its subsidiaries, officials and employees shall be excess of the CONTRACTOR's insurance and shall not contribute with it.
- H. All Certificates of Insurance shall reference the contract number, name of the school or agency submitting the certificate, and the location of the school or agency submitting the certificate on the certificate.

If LEA or CONTRACTOR determines that changes in insurance coverage obligations under this section is necessary, either party may reopen negotiations to modify the insurance obligations.

#### **16. INDEMNIFICATION AND HOLD HARMLESS**

CONTRACTOR shall indemnify and hold LEA and its Board Members, administrators, employees, agents, attorneys, volunteers, and subcontractors ("LEA Indemnities") harmless against all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of this Master Contract or its performance, to the extent that such loss, expense, damage or liability was proximately caused by the negligent or willful act or omission of CONTRACTOR, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding LEA and LEA Indemnities).

LEA shall indemnify and hold CONTRACTOR and its Board Members, administrators, employees, agents, attorneys, and subcontractors ("CONTRACTOR Indemnities") harmless against all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of this Master Contract or its performance, to the extent that such loss, expense, damage or liability was proximately caused by the negligent or willful act or omission of LEA, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding CONTRACTOR and/or any CONTRACTOR Indemnities).

LEA represents that it is self-insured in compliance with the laws of the state of California, that the self-insurance covers district employees acting within the course and scope of their respective duties and that its self-insurance covers LEA's indemnification obligations under this Master Contract.

#### **17. INDEPENDENT CONTRACTOR**

Nothing herein contained will be construed to imply a joint venture, partnership or principal-agent relationship between the LEA and CONTRACTOR. CONTRACTOR shall provide all services under this Agreement as an independent contractor, and neither party shall have the authority to bind or make any commitment on behalf of the other. Nothing contained in this Agreement shall be deemed to create any association, partnership, joint venture or relationship of principal and agent, master and servant, or employer and employee between the parties or any affiliates of the parties, or between the LEA and any individual assigned by CONTRACTOR to perform any services for the LEA.

If the LEA is held to be a partner, joint venturer, co-principle, employer or co-employer of CONTRACTOR, CONTRACTOR shall indemnify and hold harmless the LEA from and against any and all claims for loss, liability, or damages arising from that holding, as well as any expenses, costs, taxes, penalties and interest charges incurred by the LEA as a result of that holding.

#### **18. SUBCONTRACTING**

CONTRACTOR shall provide written notification to LEA before subcontracting for special education and/or related services pursuant to this Master Contract. CONTRACTOR shall incorporate all of the provisions of this Master Contract in all subcontracts, to the fullest extent reasonably possible. Furthermore, when CONTRACTOR enters into subcontracts for the provision of special education and/or related services (including without limitation transportation) for any student, CONTRACTOR shall cause each subcontractor to procure and maintain insurance during the term of each subcontract. Such subcontractor's insurance shall comply with the provisions of Section 15. Each subcontractor shall furnish the LEA with original endorsements and certificates of insurance effecting coverage required by Section 15. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on forms provided by the LEA. All endorsements are to be received and approved by the LEA before the subcontractor's work commences. The Commercial General Liability and Automobile Liability policies shall name the LEA/SELPA and the LEA Board of Education as additional insured.

As an alternative to the LEA's forms, a subcontractor's insurer may provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by this Master Contract. All Certificates of Insurance shall reference the LEA contract number, name of the school or agency submitting the certificate, indication if NPS or NPA, and the location of the school or agency submitting the certificate. In addition, all sub-contractors must meet the requirements as contained in section 45 Clearance Requirements and Section 46 Staff Qualifications of this Master Contract. Automobile Liability policies shall name the LEA and the LEA Board of Education as additional insured.

## **19. CONFLICTS OF INTEREST**

CONTRACTOR shall provide to LEA a copy of its current bylaws and a current list of its Board of Directors (or Trustees), if it is incorporated. CONTRACTOR and any member of its Board of Directors (or Trustees) shall disclose any relationship with LEA that constitutes or may constitute a conflict of interest pursuant to California Education Code section 56042 and including, but not limited to, employment with LEA, provision of private party assessments and/or reports, and attendance at IEP team meetings acting as a student's advocate. Pursuant to California Education code section 56042, an attorney or advocate for a parent of an individual with exceptional needs shall not recommend placement at CONTRACTOR's facility if the attorney or advocate is employed or contracted by the CONTRACTOR, or will receive a benefit from the CONTRACTOR, or otherwise has a conflict of interest.

Unless CONTRACTOR and LEA otherwise agree in writing, LEA shall neither execute an ISA with CONTRACTOR nor amend an existing ISA for a student when a recommendation for special education and/or related services is based in whole or in part on assessment(s) or reports provided by CONTRACTOR to the student without prior written authorization by LEA. This paragraph shall apply to CONTRACTOR regardless of when an assessment is performed or a report is prepared (i.e. before or after the student is enrolled in CONTRACTOR's school/agency) or whether an assessment of the student is performed or a report is prepared in the normal course of the services provided to the student by CONTRACTOR. To avoid conflict of interest, and in order to ensure the appropriateness of an Independent Educational Evaluation (hereinafter referred to as "IEE") and its recommendations, the District may, in its discretion, not fund an IEE by an evaluator who provides ongoing service(s) or is sought to provide service(s) to the student for whom the IEE is requested. Likewise, the District may, in its discretion, not fund services through the evaluator whose IEE the District agrees to fund. When no other appropriate assessor is available, LEA may request and if CONTRACTOR agrees, the CONTRACTOR may provide an IEE.

When CONTRACTOR is a Nonpublic Agency, CONTRACTOR acknowledges that its authorized representative has read and understands Education Code section 56366.3 which provides, in relevant part, that no special education and/or related services provided by CONTRACTOR shall be paid for by LEA if provided by an individual who was an employee of LEA within the three hundred and sixty five (365) days prior to executing this contract. This provision does not apply to any person who is able to provide

designated instruction and services during the extended school year because he or she is otherwise employed for up to ten months of the school year by LEA.

## **20. NON-DISCRIMINATION**

CONTRACTOR shall not unlawfully discriminate on the basis of actual or perceived sex, sexual orientation, gender, ethnic group identification, race, ancestry, national origin, religion, color, or mental or physical disability or age, or on the basis of a person's association with a person or group with one or more of these actual or perceived characteristics, in employment or operation of its program.

## **EDUCATIONAL PROGRAM**

### **21. FREE AND APPROPRIATE PUBLIC EDUCATION**

LEA shall provide CONTRACTOR with a copy of the IEP including the Individualized Transition Plan (hereinafter referred to as "ITP") of each student served by CONTRACTOR. CONTRACTOR shall provide to each student special education and/or related services (including transition services) within the nonpublic school or nonpublic agency consistent with the student's IEP and as specified in the ISA. If CONTRACTOR is a NPS, CONTRACTOR shall not accept a student if it cannot provide or ensure the provision of the services outlined in the student's IEP. If student services are provided by a third party (i.e. Related Services Provider), CONTRACTOR shall notify LEA if provision of services cease. Pursuant to California Education Code section 56366(b), transportation shall not be provided through the use of services or equipment owned, leased, or contracted by the LEA for students served by CONTRACTOR unless those services and equipment are provided directly or subcontracted by the CONTRACTOR.

Unless otherwise agreed to between CONTRACTOR and LEA, CONTRACTOR shall be responsible for the provision of all appropriate supplies, equipment, and/or facilities for students, as specified in the LEA student's IEP and ISA. CONTRACTOR shall make no charge of any kind to parents for special education and/or related services as specified in the student's IEP and ISA (including, but not limited to, screenings, assessments, or interviews that occur prior to or as a condition of the student's enrollment under the terms of this Master Contract). CONTRACTOR may charge a student's parent(s) for services and/or activities not necessary for the student to receive a free appropriate public education after: (a) written notification to the student's parent(s) of the cost and voluntary nature of the services and/or activities; and (b) receipt by the LEA of the written notification and a written acknowledgment signed by the student's parent(s) of the cost and voluntary nature of the services and/or activities. CONTRACTOR shall adhere to all LEA requirements concerning parent acknowledgment of financial responsibility as specified in the LEA Procedures.

Voluntary services and/or activities not necessary for the student to receive a free appropriate public education shall not interfere with the student's receipt of special education and/or related services as specified in the student's IEP and ISA unless the LEA and CONTRACTOR agree otherwise in writing.

### **22. GENERAL PROGRAM OF INSTRUCTION**

All nonpublic school and nonpublic agency services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code section 56366 *et seq.*

When CONTRACTOR is a nonpublic school, CONTRACTOR's general program of instruction shall: (a) be consistent with LEA's standards regarding the particular course of study and curriculum; (b) include curriculum that addresses mathematics, literacy and the use of educational, assistive technology and transition services; (c) be consistent with CDE's standards regarding the particular course of study and curriculum; (d) provide the services as specified in the student's IEP and ISA. Students shall have access to: (a) State Board of Education (SBE) - adopted standards-based, core curriculum and the same

instructional materials for kindergarten and grades 1 to 8, inclusive; and provide standards – aligned core curriculum and instructional materials for grades 9 to 12, inclusive, used by a local education agency (LEA), that contracts with the nonpublic school: (b) college preparation courses; (c) extracurricular activities, such as art, sports, music and academic clubs; (d) career preparation and vocational training, consistent with transition plans pursuant to state and federal law and; (e) supplemental assistance, including individual academic tutoring, psychological counseling, and career and college counseling. CONTRACTOR's general program of instruction shall be described in writing and a copy provided to LEA prior to the effective date of this Master Contract.

When CONTRACTOR serves students in grades nine through twelve inclusive, LEA shall provide to CONTRACTOR a specific list of the course requirements to be satisfied by the CONTRACTOR leading toward graduation or completion of LEA's diploma requirements. Unless WASC accredited CONTRACTOR shall not award a high school diploma. CONTRACTOR shall not award a high school diploma to students who have not successfully completed all of the LEA's graduation requirements, including, but not limited to, passing the California High School Exit Exam (CAHSEE), if applicable, or meeting CAHSEE exception/waiver requirements per state guidelines.

When CONTRACTOR is a nonpublic agency and/or related services provider, CONTRACTOR's general program of instruction and/or services shall be consistent with LEA and CDE guidelines and certification, and provided as specified in the student's IEP and ISA. The nonpublic agency providing Behavior Intervention services shall develop a written treatment plan that specifies the nature of their nonpublic agency service for each student within thirty (30) days of enrollment and shall be provided in writing to the LEA. School-based services may not be unilaterally converted by CONTRACTOR to a substitute program or provided at a location not specifically authorized by the IEP team. Except for services provided by a contractor that is a licensed children's institution, all services not provided in the school setting require the presence of a parent, guardian or adult caregiver during the delivery of services, provided such guardian or caregiver have a signed authorization by the parent or legal guardian to authorize emergency services as requested. LCI contractors shall ensure that appropriate and qualified residential or clinical staff is present during the provision of services under this Master Contract. CONTRACTOR shall immediately notify LEA in writing if no parent, guardian or adult care giver is present. CONTRACTOR shall provide to LEA a written description of the services and location provided prior to the effective date of this Master Contract. Contractors providing Behavior Intervention services must have a trained Behavior Intervention Case Manager (BICM) or trained equivalent on staff. It is understood that Behavior Intervention services are limited per CDE Certification and do not constitute as an instructional program.

Except for services provided by a contractor that is a licensed children's institution, when CONTRACTOR is a nonpublic agency, CONTRACTOR shall not provide transportation nor subcontract for transportation services for students unless the LEA and CONTRACTOR agree otherwise in writing.

## **23. INSTRUCTIONAL MINUTES**

When CONTRACTOR is a nonpublic school, the total number of instructional minutes per school day provided by CONTRACTOR shall be at least equivalent to the number of instructional minutes per school day provided to students at like grade level, attending LEA schools and shall be specified in the student's ISA developed in accordance with the LEA student's IEP.

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.

Unless otherwise specified on the student's IEP, the number of instructional minutes per day shall be the following:

- 150 instructional minutes for pre-kindergarten,
- 200 instructional minutes for kindergarten
- 300 instructional minutes for elementary grades one through eight, and
- 360 instructional minutes for secondary grades nine through 12.

Minimum day is equal to 240 instructional minutes.

The total number of annualized minutes of instruction shall be equivalent to those provided to other students in the LEA.

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 and ISA.

The total number of annual instructional minutes shall be at least equivalent to the total number of annual instructional minutes provided to students attending LEA schools in like grade level unless otherwise specified in the student's IEP.

When CONTRACTOR is a nonpublic agency and/or related services provider, the total number of minutes per school day provided by CONTRACTOR shall be specified in the student's ISA developed in accordance with the student's IEP.

#### **24. CLASS SIZE**

When CONTRACTOR is a nonpublic school, CONTRACTOR shall ensure that class size shall not exceed a ratio of one teacher per fourteen (14) students.

In the event a nonpublic school is unable to fill a vacant teaching position responsible for direct instruction to students, and the vacancy has direct impact on the California Department of Education Certification of that school, the nonpublic school shall develop a plan to assure appropriate coverage of students by first utilizing existing certificated staff. The nonpublic school and the LEA may agree to one 30 school day period per contract year where class size may be increased to assure coverage by an appropriately credentialed teacher. Such an agreement shall be in writing and signed by both parties. This provision does not apply to a nonpublic agency.

CONTRACTOR providing special education instruction for individuals with exceptional needs between the ages of three and five years, inclusive, shall also comply with the appropriate instructional adult to child ratios pursuant to California Education Code sections 56440 *et seq.*

#### **25. CALENDARS**

The CONTRACTOR shall submit to LEA a school calendar with the total number of billable days not to exceed 180 regular school year (RSY) days, plus up to twenty (20) extended school year (ESY) days as determined by LEA's calendar. Billable days shall include only those days that are included in the submitted and approved school calendar, and shall not exceed number of days in LEA's approved calendar and/or required by the IEP for each student. In the event the LEA adjusts the number school days for the regular school year and/or extended school year, the approved number of days shall become the total billable days for the nonpublic school or agency. In which case, an amended calendar shall be provided by CONTRACTOR for LEA approval. Absent a submitted and approved calendar, billable days shall be equal to the LEA's school day calendar for the regular school year and/or extended school year, or the number of school days required by a particular student's IEP, whichever is greater.

CONTRACTOR shall observe the same legal holidays as LEA. Those holidays are Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day, New Year's Day, may include Martin Luther King, Jr. Day, Cesar Chavez Day, President's Day, Memorial Day and Independence Day. With the approval of LEA, CONTRACTOR may revise the date upon which CONTRACTOR closes in observance of any of the holidays observed by LEA.



When CONTRACTOR is a nonpublic agency, CONTRACTOR shall be provided with a LEA-developed/approved calendar. CONTRACTOR herein agrees to observe holidays as specified in the LEA-developed/approved calendar. CONTRACTOR shall provide services pursuant to the LEA-developed/approved calendar; or as specified in the student's IEP and ISA. Unless otherwise specified in the student's IEP and ISA, CONTRACTOR shall provide related services to students on only those days that the student's school of attendance is in session and the student attends school. CONTRACTOR shall bill only for services provided on billable days of attendance as indicated on the LEA approved calendar unless otherwise specified in the student's IEP and ISA. It is understood that services may not be provided on weekends, holidays and other times when school is not in session.

## **26. DATA REPORTING**

CONTRACTOR shall agree to provide all data related to student information and billing information with LEA. CONTRACTOR shall agree to provide all data related to any and sections of this contract and requested by and in the format required by the LEA. It is understood that all nonpublic school and agencies shall utilize the Special Education Information System (SEIS) or comparable system approved by the LEA and SELPA for all IEP development and progress reporting. Additional progress reporting may be required by the LEA. The LEA shall provide the CONTRACTOR with appropriate software, user training and proper internet permissions to allow adequate access.

The LEA shall provide the CONTRACTORS with approved forms and/or format for such data including but not limited to invoicing, attendance reports and progress reports. The LEA may approve use of CONTRACTORS provided forms at their discretion.

## **27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT**

CONTRACTOR and LEA shall follow all LEA policies and procedures that support Least Restrictive Environment ("LRE") options and/or Dual Enrollment options for students to have access to the general curriculum and to be educated with their nondisabled peers to the maximum extent appropriate.

CONTRACTOR shall ensure that LRE placement options are addressed at all IEP team meetings regarding students for whom ISAs have been or may be executed. This shall include IEP team consideration of supplementary aids and services, goals and objectives necessary for placement in the LRE and necessary to enable students to transition to less restrictive settings.

When an IEP team has determined that a student should be transitioned into the public school setting, CONTRACTOR shall assist the LEA in implementing the IEP team's recommendations activities to support the transition.

## **28. STATEWIDE MANDATED TESTING AND HIGH SCHOOL EXIT EXAMINATION**

Where CONTRACTOR is a NPS, CONTRACTOR is subject to the alternative accountability system developed pursuant to Education Code section 52052, in the same manner as public schools and each student placed with CONTRACTOR by the LEA shall be tested by qualified staff of CONTRACTOR in accordance with that accountability program. LEA shall provide test administration training to CONTRACTOR's qualified staff, CONTRACTOR shall attend LEA test training and comply with completion of all coding requirements as required by LEA. CONTRACTOR, in coordination with LEA, shall report the test results to the CDE as required by Education Code section 56366(a)(8)(A).

Where CONTRACTOR is a NPS, CONTRACTOR shall administer all statewide achievement tests and the California High School Exit Examination as mandated by LEA pursuant to LEA, state and federal guidelines.

## **29. MANDATED ATTENDANCE AT LEA MEETINGS**

CONTRACTOR shall attend District mandated meetings when legal mandates, and/or LEA policy and procedures are reviewed, including but not limited to the areas of: curriculum, high school graduation, standards-based instruction, behavior intervention, cultural and linguistic needs of students with disabilities, dual enrollment responsibilities, LRE responsibilities, transition services, and standardized testing and IEPs. LEA shall provide CONTRACTOR with reasonable notice of mandated meetings. Attendance at such meetings does not constitute a billable service hour(s).

### **30. POSITIVE BEHAVIOR INTERVENTIONS**

CONTRACTOR shall comply with the requirements of Title 5 of the California Code of Regulations sections 3001(c)-(f) and 3052(l)(1-8) regarding positive behavior interventions including, but not limited to: the completion of functional analysis assessments; the development, implementation, monitoring, supervision, modification, and evaluation of behavior intervention plans; behavior support plans and emergency interventions. It is understood that the LEA may require additional requirements for staff qualifications beyond what is required in Title 5 Regulation, 3064 and 3065. Such requirements will be provided in writing to the behavior intervention agency prior to contracting. Failure to maintain adherence to staff qualification requirements may result in contract termination. NPAs will provide certification that all behavior aides who do not possess a license, credential or recognized certification have completed required training protocols within ten days of the start of providing behavior intervention services to a student. Behavior intervention agencies shall provide the LEA with all training protocols behavior for intervention staff employed by the NPA who do not possess a license, credential or recognized certification as part of their Master Contract application.

CONTRACTOR shall designate an individual employed, contracted, and/or otherwise hired by CONTRACTOR as a “behavior intervention case manager” as that term is defined in Title 5 of the California Code of Regulations section 3001(e). CONTRACTOR shall maintain a written policy in compliance with Title 5 of the California Code of Regulations section 3052(i) and (k) regarding emergency interventions and Behavioral Emergency Reports. Evidence of such training shall be submitted to the LEA at the beginning of the school year and within 6 days of any new hire. CONTRACTOR shall ensure that all of its staff members are trained annually in crisis intervention and emergency procedures as related to appropriate behavior management strategies. Training includes certification with an approved SELPA crisis intervention program.

CONTRACTOR shall not authorize, order, consent to, or pay for any of the following prohibited interventions, or any other intervention similar to or like the following: (a) any intervention that is designed to, or likely to, cause physical pain; (b) releasing noxious, toxic, or otherwise unpleasant sprays, mists, or substances in proximity to the student’s face; (c) any intervention which denies adequate sleep, food, water, shelter, bedding, physical comfort, or access to bathroom facilities; (d) any intervention which is designed to subject, used to subject, or likely to subject the student to verbal abuse, ridicule, or humiliation, or which can be expected to cause excessive emotional trauma; (e) restrictive interventions which employ a device, material, or objects that simultaneously immobilize all four extremities, including the procedure known as prone containment, except that prone containment or similar techniques may be used as a short term emergency intervention by CONTRACTOR’s trained and qualified personnel as allowable by applicable law and regulations; (f) locked seclusion except as allowable by applicable law and regulations; (g) any intervention that precludes adequate supervision of individual; and (h) any intervention which deprives the student of one or more of his or her senses, pursuant to California Code of Regulations 3052(1-9).

### **31. STUDENT DISCIPLINE**

CONTRACTOR shall maintain and abide by a written policy for student discipline that is consistent with state and federal law and regulations.

When CONTRACTOR seeks to remove a student from his/her current educational placement for disciplinary reasons, CONTRACTOR shall immediately submit a written discipline report to the LEA and a manifestation IEP team meeting shall be scheduled. Written discipline reports shall include, but not be limited to: the student’s name; the time, date, and description of the misconduct; the disciplinary action

taken by CONTRACTOR; and the rationale for such disciplinary action. A copy of the student's behavior plan, if any, shall be submitted with the written discipline report. CONTRACTOR and LEA agree to participate in a manifestation determination at an IEP meeting no later than the tenth (10<sup>th</sup>) day of suspension. CONTRACTOR shall notify LEA representatives regarding the need for an IEP team meeting where the manifestation determination will be made.

**32. IEP TEAM MEETINGS**

An IEP team meeting shall be convened at least annually to evaluate: (1) the educational progress of each student placed with CONTRACTOR, including all state assessment results pursuant to the requirements of Education Code section 52052; (2) whether or not the needs of the student continue to be best met at the nonpublic school; and (3) whether changes to the student's IEP are necessary, including whether the student may be transitioned to a public school setting. (California Education Code Sections 56366 (a) (2) (B) (i) and (ii)) and pursuant to California Education Code section 56345 (b) (4). If an student is to be transferred from a NPS setting into a regular class setting in a public school for any part of the school day, the IEP team shall document, if appropriate, a description of activities provided to integrate the student into the regular education program, including the nature of each activity as well as the time spent on the activity each day or week and a description of the activities provided to support the transition of the student from the special education program into the regular education program. Each student shall be allowed to provide confidential input to any representative of his or her IEP team. Except as otherwise provided in the Master Contract, CONTRACTOR and LEA shall participate in all IEP team meetings regarding students for whom ISAs have been or may be executed. At any time during the term of this Master Contract, the parent, the CONTRACTOR or the LEA may request a review of the student's IEP, subject to all procedural safeguards required by law, including reasonable notice given to, and participation of, the CONTRACTOR in the meeting. Every effort shall be made to schedule IEP team meetings at a time and place that is mutually convenient to parent, CONTRACTOR and LEA. CONTRACTOR shall provide to LEA assessments and written assessment reports by service providers upon request and/or pursuant to LEA policy and procedures. It is understood that attendance at an IEP meeting is part of CONTRACTOR'S professional responsibility and is not a billable service under this Master Contract.

It is understood that the CONTRACTOR shall utilize the approved electronic IEP system of the LEA such as the Special Education Information System (SEIS) for all IEP planning and progress reporting at the LEA's discretion. The SELPA shall provide training for any NPS and NPA to assure access to THE APPROVED SYSTEM. The NPS and/or NPS shall maintain confidentiality of all IEP data on THE APPROVED SYSTEM and shall protect the password requirements of the system. When a student disenrolls from the NPS, the NPS/NPA shall discontinue use of THE APPROVED SYSTEM for that student.

Changes in any student's educational program, including instruction, services, or instructional setting, provided under this Master Contract may only be made on the basis of revisions to the student's IEP. In the event that the CONTRACTOR believes the student requires a change of placement, the CONTRACTOR may request a review of the student's IEP for the purposes of consideration of a change in the student's placement. Student is entitled to remain in the last agreed upon and implemented placement unless parent agrees otherwise or an interim alternative educational placement is deemed lawful and appropriate by LEA or OAH.

**33. SURROGATE PARENTS**

CONTRACTOR shall comply with LEA surrogate parent assignments.

**34. DUE PROCESS PROCEEDINGS**

CONTRACTOR shall fully participate in special education due process proceedings including mediations and hearings, as requested by LEA. CONTRACTOR shall also fully participate in the investigation and provision of documentation related to any complaint filed with the State of California, the Office of Civil Rights, or any other state and/or federal governmental body or agency.

**35. COMPLAINT PROCEDURES**

CONTRACTOR shall maintain and adhere to its own written procedures for responding to parent complaints. These procedures shall include annually notifying and providing parents of students with appropriate information (including complaint forms) for the following: (1) Uniform Complaint Procedures pursuant to Title 5 of the California Code of Regulations section 4600 *et seq.*; (2) Nondiscrimination policy pursuant to Title 5 of the California Code of Regulations section 4960 (a); (3) Sexual Harassment Policy, California Education Code 231.5 (a) (b) (c); (4) Title IX Student Grievance Procedure, Title IX 106.8 (a) (d) and 106.9 (a); and (5) Notice of Privacy Practices in compliance with Health Insurance Portability and Accountability Act (HIPPA). CONTRACTOR shall include verification of these procedures to the LEA.

**36. STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS**

Unless LEA requests in writing that progress reports be provided on a monthly basis, CONTRACTOR shall provide to parents at least four written progress reports/report cards. At a minimum, progress reports shall include progress over time towards IEP goals and objectives. A copy of the progress reports/report cards shall be maintained at the CONTRACTOR's place of business shall be submitted to the LEA within 10 days of request. The CONTRACTOR shall provide access to supporting documentation used to determine progress on any goal or objective, including but not limited to log sheets, observation notes, data sheets, pre/post tests, rubrics and other similar data collection used to determine progress or lack of progress on approved goals, objectives, transition plans or behavior support plans. The LEA may request such data at any time within five years of the date of service. The CONTRACTOR shall provide this data supporting progress within 5 business days of request. Additional time may be granted as needed by the LEA.

CONTRACTOR shall complete academic or other assessment of the student 14 calendar days prior to the student's annual or triennial review IEP team meeting for the purpose of reporting the 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.

The CONTRACTOR is responsible for all assessment costs regarding the updating of goals and objectives, progress reporting and development of present levels of performance. All other assessments shall be provided by the LEA unless the LEA specifies in writing a request for CONTRACTOR assessments including the approved timelines, conditions and costs. Such assessment costs may be added to the ISA and/or approved separately by the LEA at their sole discretion.

It is understood that all billable hours must be in direct services to pupils as specified in the ISA. For Nonpublic Agency services, supervision provided by a qualified individual as specified in Title 5 Regulation, subsection 3065, shall be determined as appropriate and included in the ISA. Supervision means the direct observation of services, data review, case conferencing and program design consistent with professional standards for each professional's license, certification, or credential.

CONTRACTOR shall not charge the student's parent(s) or LEA for the provision of progress reports, report cards, and/or any assessments, interviews, or meetings. It is understood that all billable hours have limits to those specified on the ISA consistent with the IEP. It is understood that copies of data collection notes, forms, charts and other such data are part of the pupil's record and shall be made available to the LEA upon written request.

**37. TRANSCRIPTS**

When CONTRACTOR is a nonpublic school, CONTRACTOR shall prepare transcripts at the close of each semester, or upon student transfer, for students in grades nine through twelve inclusive, and submit them on LEA approved forms to the student's school of residence, for evaluation of progress toward completion of

diploma requirements as specified in LEA Procedures. CONTRACTOR shall submit to the LEA names of students and their schools of residence for whom transcripts have been submitted as specified by the LEA.

#### **38. STUDENT CHANGE OF RESIDENCE**

Within five (5) school days after CONTRACTOR becomes aware of a student's change of residence, CONTRACTOR shall notify LEA of the student's change of residence as specified in LEA Procedures. Upon enrollment, CONTRACTOR shall notify parents in writing of their obligation to notify CONTRACTOR of the student's change of residence. CONTRACTOR shall maintain, and provide upon request by LEA, documentation of such notice to parents.

If CONTRACTOR had knowledge or should reasonably have had knowledge of the LEA student's change of residence boundaries and CONTRACTOR fails to follow the procedures specified in this provision, LEA shall not be responsible for the costs of services delivered after the student's change of residence.

#### **39. WITHDRAWAL OF STUDENT FROM PROGRAM**

CONTRACTOR shall immediately report, by phone and Fax, to the LEA when a student is withdrawn from school and/or services. CONTRACTOR shall assist LEA to verify and clear potential dropouts three times per year, as required by the 2001 Elementary and Secondary Education Act (No Child Left Behind; NCLB), as documentation of graduation rate is one of the indicators of Adequate Yearly Progress (AYP).

#### **40. PARENT ACCESS**

CONTRACTOR shall provide for reasonable parental access to students and all facilities including, but not limited to, the instructional setting, recreational activity areas, meeting rooms and student living quarters. CONTRACTOR shall comply with any known court orders regarding parental visits and access to students.

CONTRACTORS operating programs with residential components shall cooperate with a parent's reasonable request for student visits in their home during, but not limited to, holidays and weekends. CONTRACTOR shall ensure that parents obtain prior written authorization for therapeutic visits from the CONTRACTOR and the LEA.

CONTRACTORS providing services in the student's home as specified in the IEP shall assure that at least one parent of the child or an adult caregiver with written and signed authorization to make decisions in an emergency is present. The names of any adult caregiver other than the parent shall be provided to the LEA prior to the start of any home based services, including written and signed authorization in emergency situations. The parent shall inform the LEA of any changes of caregivers and provide written authorization for emergency situation. The adult caregiver cannot also be an employee or volunteer associated with the NPS/NPA service provider.

For services provided in a pupil's home as specified in the IEP, must assure that the parent or LEA approved responsible adult is present during the provision of services. All problems and/or concerns reported to parents, both verbal and written shall also be provided to the LEA.

#### **41. SERVICES AND SUPERVISION AND PROFESSIONAL CONDUCT**

If CONTRACTOR provides services on LEA public school campuses, CONTRACTOR shall comply with Penal Code Section 627.1 *et. seq.*, and LEA procedures regarding visitors to school campuses specified by LEA policy and in the LEA Procedures, and the procedures of the campus being visited. CONTRACTOR shall be responsible for purchase and provision of the supplies and assessment tools necessary to implement the provision of services on LEA public school campuses.

For services provided on a public school campus, sign in/out procedures shall be followed along with all procedures for being on campus consistent with school and district policy. It is understood that the public school credentialed classroom teacher is responsible for the educational program.

It is understood, that all employees, subcontractors and volunteers of any certified nonpublic school or agency shall adhere to customary professional standards when providing services. All practices shall be within the scope of professional responsibility as defined in the professional code of conduct for each profession. Reports regarding student progress shall be consistent with the provision of the contract.

For services provided in a pupil's home as specified in the IEP, CONTRACTOR must assure that the parent or LEA approved responsible adult is present during the provision of services. All problems and/or concerns reported to parents, both verbal and written shall also be provided to the LEA.

#### **42. LICENSED CHILDREN'S INSTITUTION CONTRACTORS**

If CONTRACTOR is a licensed children's institution CONTRACTOR shall adhere to all legal requirements regarding educational placements for LCI students as stated in Education Code 56366 (a) (2) (C), 56366.9, Health and Safety Code section 1501.1(b), AB 1858, AB490 (Chapter 862, Statutes of 2003) and the procedures set forth in the LEA Procedures. An LCI shall not require that a pupil be placed in its nonpublic school as a condition of being placed in its residential facility.

If CONTRACTOR is a nonpublic, nonsectarian school that is owned, operated by, or associated with a LCI, CONTRACTOR shall provide to LEA, on a quarterly basis, a list of all students, including those identified as eligible for special education. For those identified special education students, the list shall include: 1) special education eligibility at the time of enrollment and 2) the educational placement and services specified in each student's IEP at the time of enrollment.

Unless placement is made pursuant to a Office of Administrative Hearings order or a lawfully executed agreement between LEA and parent, LEA is not responsible for the costs associated with nonpublic school placement until the time that an IEP team meeting is convened, the IEP team determines that a nonpublic school placement is appropriate, an IEP offer of a nonpublic school placement is made by the LEA, the IEP is signed by the LEA and student's parent or another adult with educational decision- making rights, and the student begins attending the nonpublic school placement.

#### **43. STATE MEAL MANDATE**

When CONTRACTOR is a nonpublic school, CONTRACTOR and LEA shall satisfy the State Meal Mandate under California Education Code sections 49530, 49530.5 and 49550.

#### **44. MONITORING**

CONTRACTOR shall allow access by LEA to its facilities for periodic monitoring of each student's instructional program and shall be invited to participate in the formal review of each student's progress. LEA shall have access to observe each student at work, observe the instructional setting, interview CONTRACTOR, and review each student's records and progress. Such access shall include unannounced monitoring visits. When making site visits, LEA shall initially report to CONTRACTOR's site administrative office.

If CONTRACTOR is also a LCI, LEA shall annually evaluate whether CONTRACTOR is in compliance with Education Code section 56366.9 and Health and Safety Code section 1501.1(b).

The State Superintendent of Public Instruction ("Superintendent") shall monitor CONTRACTOR'S 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.

CONTRACTOR shall participate in the CDE On-site and Self Review and if applicable, District Validation Review. This review will address programmatic aspects of the Nonpublic School/Agency, compliance with relevant state and federal regulations, and Master Contract compliance. CONTRACTOR shall complete and submit a Nonpublic School/Agency Self-Assessment Checklist submitted as specified by the LEA.

CONTRACTOR understands that LEA reserves the right to institute a program audit with or without cause. The program audit 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.

When CONTRACTOR is a nonpublic school, CONTRACTOR shall collect all applicable data and prepare the applicable portion of a School Accountability Report Card as appropriate in accordance with California Education Code Section 33126.

## **PERSONNEL**

### **45. CLEARANCE REQUIREMENTS**

CONTRACTOR shall comply with the requirements of California Education Code section 44237, 35021.1 and 35021.2 including, but not limited to: obtaining clearance from both the California Department of Justice (hereinafter referred to as "CDOJ") and clearance from the Federal Bureau of Investigation (hereinafter referred to as "FBI") for CONTRACTOR's employees and volunteers, unless CONTRACTOR determines that the volunteers will have no direct contact with students. CONTRACTOR hereby agrees that CONTRACTOR's employees and volunteers, unless CONTRACTOR determines that the volunteers will have no direct contact with students shall not come in contact with students until CDOJ and FBI clearance are ascertained. CONTRACTOR shall certify in writing to LEA that none of its employees, and volunteers, unless CONTRACTOR determines that the volunteers will have no direct contact with students, or contractors who may come into contact with students have been convicted of a violent or serious felony as those terms are defined in California Education Code section 44237(h), unless despite the employee's conviction of a violent or serious felony, he or she has met the criteria to be eligible for employment pursuant to California Education Code section 44237 (i) or (j). Clearance certification shall be submitted to the LEA. In addition, CONTRACTOR shall make a request for subsequent arrest service from the CDOJ as required by California Penal Code section 11105.2.

### **46. STAFF QUALIFICATIONS**

CONTRACTOR shall ensure that all individuals employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom and/or individualized instruction or related services hold a license, certificate, permit, or other document equivalent to that which staff in a public school are required to hold in the service rendered consistent with Education

Code section 56366.1(n)(1) and are qualified pursuant to Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and Title 5 of the California Code of Regulations sections 3001(y), 3064 and 3065. Such qualified staff may only provide related services within the scope of their professional license, certification or credential and ethical standards set by each profession and not assume responsibility or authority for another related services provider or special education teacher's scope of practice.

CONTRACTOR shall ensure that each special education teacher meets the Highly Qualified Teacher requirements and holds a full CTC credential authorizing instruction to students with the disabling conditions placed in the teacher's classroom through documentation provided to the CDE. (5 CCR 3064 (a)).

CONTRACTOR shall comply with personnel standards and qualifications regarding instructional aides and teacher assistants respectively pursuant to Federal requirements and California Education Code sections

45340 *et seq.* and 45350 *et seq.* Specifically, all paraprofessionals, including, but not limited to, instructional aides and teacher assistants, employed, contracted, and/or otherwise hired or subcontracted by CONTRACTOR to provide classroom and/or individualized instruction or related services, shall possess a high school diploma (or its recognized equivalent) and at least one of the following qualifications: (a) completed at least 2 years of study at an institution of higher education; or (b) obtained an associate's (or higher) degree; or (3) met a rigorous standard of quality and can demonstrate, through a formal state or local assessment (i) knowledge of, and the ability to assist in instructing, reading, writing, and mathematics; or (ii) knowledge of, and the ability to assist in instructing, reading readiness, writing readiness, and mathematics readiness, as appropriate. CONTRACTOR shall comply with all laws and regulations governing the licensed professions, including but not limited to, the provisions with respect to supervision.

**47. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS**

CONTRACTOR shall submit to LEA a staff list, and copies of all current licenses, certifications, credentials, permits and/or other documents which entitle the holder to provide special education and/or related services by CONTRACTOR and all individuals employed, contracted, and/or otherwise hired or sub-contracted by CONTRACTOR. CONTRACTOR shall ensure that all licenses, certifications, credentials, permits or other documents are on file at the office of the County Superintendent of Schools. CONTRACTOR shall notify LEA in writing within thirty (30) days when personnel changes occur which may affect the provision of special education and/or related services to students as specified in the LEA Procedures. CONTRACTOR shall provide the LEA with the verified dates of fingerprint clearance, Department of Justice clearance and Tuberculosis Test clearance for all employees, approved subcontractors and/or volunteers prior to such individuals starting to work with any student.

CONTRACTOR shall monitor the status of licenses, certifications, credentials, permits and/or other documents for CONTRACTOR and all individuals employed, contracted, and/or otherwise hired by CONTRACTOR. CONTRACTOR shall immediately, and in no circumstances longer than three (3) calendar days, provide to LEA updated information regarding the status of licenses, certifications, credentials, permits and/or other documents *of any known changes*.

**48. STAFF ABSENCE**

When CONTRACTOR is a nonpublic school and CONTRACTOR's classroom teacher is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher's classroom in accordance with California Education Code section 56061. CONTRACTOR shall provide to LEA documentation of substitute coverage on substitute teacher log. Substitute teachers shall remain with their assigned class during all instructional time. LEA shall not be responsible for payment for instruction and/or services when an appropriately credentialed substitute teacher is not provided.

When CONTRACTOR is a nonpublic agency and/or related services provider, and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in section seven (7) of this agreement and as determined by LEA) substitute, unless LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. It is understood that the parent of a student shall not be deemed to be qualified substitute for their student. LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not "bank" or "carry over" make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and authorized LEA representative.

**49. STAFF PROFESSIONAL BEHAVIOR WHEN PROVIDING SERVICES AT SCHOOL OR SCHOOL RELATED EVENTS OR AT SCHOOL FACILITY AND/OR IN THE HOME**

It is understood, that all employees, subcontractors, and volunteers of any certified nonpublic school or agency shall adhere to the customary professional and ethical standards when providing services. All practices shall only be within the scope of professional responsibility as defined in the professional code of

conduct for each profession as well as any LEA professional standards as specified in Board policies and/or regulations when made available to the CONTRACTOR. Reports regarding student progress shall be consistent with the provision of this contract.

For services provided on a public school campus, sign in/out procedures shall be followed by nonpublic agency providers working in a public school classroom along with all other procedures for being on campus consistent with school and district policy. It is understood that the public school credentialed classroom teacher is responsible for the instructional program.

For services provided in a pupil's home as specified in the IEP, must assure that the parent or LEA approved responsible adult is present during the provision of services. All problems and/or concerns reported to parents, both verbal and written shall also be provided to the LEA.

## **HEALTH AND SAFETY MANDATES**

### **50. HEALTH AND SAFETY**

CONTRACTOR shall comply with all applicable federal, state, local, and LEA laws, regulations, ordinances, policies, and procedures regarding student and employee health and safety. CONTRACTOR shall comply with the requirements of California Education Code sections 35021 *et. seq.*, 49406, and Health and Safety Code Section 3454(a) regarding the examination of CONTRACTOR's employees and volunteers for tuberculosis. CONTRACTOR shall provide to LEA documentation for each individual volunteering, employed, contracted, and/or otherwise hired by CONTRACTOR of such compliance before an individual comes in contact with a student.

CONTRACTOR shall comply with OSHA Blood Borne Pathogens Standards, 29 code of Federal Regulations (CFR) section 1910.1030, when providing medical treatment or assistance to a student. CONTRACTOR further agrees to provide annual training regarding universal health care precautions and to post required notices in areas designated in the California Health and Safety Code.

### **51. FACILITIES AND FACILITIES MODIFICATIONS**

CONTRACTOR shall provide special education and/or related services to students in facilities that comply with all applicable federal, state, and local laws, regulations, and ordinances related, but not limited to: disability access; fire, health, sanitation, and building standards and safety; fire warning systems; zoning permits; and occupancy capacity. When CONTRACTOR is a nonpublic school, CONTRACTOR shall conduct fire drills as required by Title 5 California Code of Regulations section 550. CONTRACTOR shall be responsible for any structural changes and/or modifications to CONTRACTOR's facilities as required complying with applicable federal, state, and local laws, regulations, and ordinances.

### **52. ADMINISTRATION OF MEDICATION**

CONTRACTOR shall comply with the requirements of California Education Code section 49423 when CONTRACTOR serves a student that is required to take prescription and/or over-the-counter medication during the school day. CONTRACTOR may designate personnel to assist the student with the administration of such medication after the student's parent(s) provides to CONTRACTOR: (a) a written statement from a physician detailing the type, administration method, amount, and time schedules by which such medication shall be taken; and (b) a written statement from the student's parent(s) granting CONTRACTOR permission to administer medication(s) as specified in the physician's statement. CONTRACTOR shall maintain, and provide to LEA upon request, copies of such written statements. CONTRACTOR shall maintain a written log for each student to whom medication is administered. Such written log shall specify the student's name; the type of medication; the date, time, and amount of each administration; and the name of CONTRACTOR's employee who administered the medication. CONTRACTOR maintains full responsibility for assuring appropriate staff training in the administration of such medication consistent with physician's written orders. Any change in medication type, administration method, amount or schedule must be authorized by both a licensed physician and parent.

**53. INCIDENT/ACCIDENT REPORTING**

CONTRACTOR shall submit electronically no later than the next business day and by U.S. Mail within 7 calendar days, any accident or incident report to the LEA. CONTRACTOR shall properly submit required accident or incident reports pursuant to the procedures specified in LEA Procedures.

**54. CHILD ABUSE REPORTING**

CONTRACTOR hereby agrees to annually train all staff members, including volunteers, so that they are familiar with and agree to adhere to its own child and dependent adult abuse reporting obligations and procedures as specified in California Penal Code section 11164 *et seq.*, To protect the privacy rights of all parties involved (i.e. reporter, child and alleged abuser), reports will remain confidential as required by law and professional ethical mandates. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be submitted to the LEA.

**55. SEXUAL HARASSMENT**

CONTRACTOR shall have a Sexual and Gender Identity harassment policy that clearly describes the kinds of conduct that constitutes sexual harassment and that is prohibited by the CONTRACTOR's policy, as well as federal and state law. The policy should include procedures to make complaints without fear of retaliation, and for prompt and objective investigations of all sexual harassment complaints. CONTRACTOR further agrees to provide annual training to all employees regarding the laws concerning sexual harassment and related procedures.

**56. REPORTING OF MISSING CHILDREN**

CONTRACTOR assures LEA that all staff members, including volunteers, are familiar with and agree to adhere to requirements for reporting missing children as specified in California Education Code section 49370. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be properly submitted to the LEA. The written statement shall be submitted as specified by the LEA.

**FINANCIAL**

**57. ENROLLMENT, CONTRACTING, SERVICE TRACKING, ATTENDANCE REPORTING, AND BILLING PROCEDURES**

CONTRACTOR shall assure that the school or agency has the necessary financial resources to provide an appropriate education for the children enrolled and will distribute those resources in such a manner to implement the IEP for each and every child.

CONTRACTOR shall comply with all LEA procedures concerning enrollment, contracting, attendance reporting, service tracking and billing including requirements of electronic billing as specified by the LEA Procedures. CONTRACTOR shall be paid for the provision of special education and/or related services specified in the student's IEP and ISA. All payments by LEA shall be made in accordance with the terms and conditions of this Master Contract and in compliance with the LEA Procedures and will be governed by all applicable federal and state laws.

CONTRACTOR shall maintain separate registers for the basic education program, each related service, and services provided by instructional assistants, behavior intervention aides and bus aides. Original attendance forms (i.e., roll books for the basic education program service tracking documents and notes for instructional assistants, behavioral intervention aides, bus aides, and each related service) shall be completed by the actual service provider whose signature shall appear on such forms and shall be available for review, inspection, or audit by LEA during the effective period of this contract and for a period of five

(5) years thereafter. CONTRACTOR shall verify the accuracy of minutes of reported attendance that is the basis of services being billed for payment.

CONTRACTOR shall submit invoices and related documents to LEA for payment, for each calendar month when education or related services were provided. Invoices and related documents shall be properly submitted electronically and in addition, on a LEA form with signatures in the manner prescribed by LEA in the LEA Procedures. At a minimum, each invoice must contain the following information: month of service; specific days and times of services coordinated by the LEA approved calendar unless otherwise specified in the IEP or agreed to by the LEA; name of staff who provided the service; approved cost of each invoice; total for each service and total for the monthly invoice; date invoice was mailed; signature of NPS/NPA administrator authorizing that the information is accurate and consistent with the ISA, CDE certificates and staff notification; verification that attendance report is attached as appropriate; indication of any made-up session consistent with this contract; verification that progress reports have been provided consistent with the ISA (monthly or quarterly unless specified otherwise on the ISA); and name or initial of each student for when the service was provided.

In the event services were not provided, rationale for why the services were not provided shall be included.

Such an invoice is subject to all conditions of this contract. At the discretion of the LEA, an electronic invoice may be required provided such notice has been made in writing and training provided to the CONTRACTOR at no additional charge for such training.

Invoices shall be submitted no later than thirty (30) days after the end of the attendance accounting period in which the services were rendered. LEA shall make payment to CONTRACTOR based on the number of billable days of attendance and hours of service at rates specified in this contract within forty-five (45) days of LEA's receipt of properly submitted hard copy of invoices prepared and submitted as specified in California Education Code Section 56366.5 and the LEA. CONTRACTOR shall correct deficiencies and submit rebilling invoices no later than thirty (30) calendar days after the invoice is returned by LEA. LEA shall pay properly submitted re-billing invoices no later than forty-five (45) days after the date a completely corrected re-billing invoice is received by LEA.

In no case shall initial payment claim submission for any Master Contract fiscal year (July through June) extend beyond December 31<sup>st</sup> after the close of the fiscal year. In no case shall any rebilling for the Master Contract fiscal year (July through June) extend beyond six months after the close of the fiscal year unless approved by the LEA to resolve billing issues including rebilling issues directly related to a delay in obtaining information from the Commission on Teacher Credentialing regarding teacher qualification, but no later than 12 months from the close of the fiscal year. If the billing or rebilling error is the responsibility of the LEA, then no limit is set provided that the LEA and CONTRACTOR have communicated such concerns in writing during the 12-month period following the close of the fiscal year. SELPA will not pay mileage for NPA employee.

## **58. RIGHT TO WITHHOLD PAYMENT**

LEA may withhold payment to CONTRACTOR when: (a) CONTRACTOR has failed to perform, in whole or in part, under the terms of this contract; (b) CONTRACTOR was overpaid by LEA as determined by inspection, review, and/or audit of its program, work, and/or records; (c) CONTRACTOR has failed to provide supporting documentation with an invoice, as required by EC 56366(c)(2); (d) education and/or related services are provided to students by personnel who are not appropriately credentialed, licensed, or otherwise qualified; (e) LEA has not received prior to school closure or contract termination, all documents concerning one or more students enrolled in CONTRACTOR's educational program; (f) CONTRACTOR fails to confirm a student's change of residence to another district or confirms the change or residence to another district, but fails to notify LEA with five (5) days of such confirmation; or (g) CONTRACTOR receives payment from Medi-Cal or from any other agency or funding source for a service provided to a student. It is understood that no payments shall be made for any invoices that is not received by six months following the close of the prior fiscal year, for services provided in that year.



Final payment to CONTRACTOR in connection with the cessation of operations and/or termination of a Master Contract will be subject to the same documentation standards described for all payment claims for regular ongoing operations. In addition, final payment may be withheld by the LEA until completion of a review or audit, if deemed necessary by the LEA. Such review or audit will be completed within ninety (90) days. The final payment may be adjusted to offset any previous payments to the CONTRACTOR determined to have been paid in error or in anticipation of correction of documentation deficiencies by the CONTRACTOR that remain uncorrected.

The amount which may be withheld by LEA with respect to each of the subparagraphs of the preceding paragraph are as follows: (a): the value of the service CONTRACTOR failed to perform; (b): the amount of overpayment; (c): the entire amount of the invoice for which satisfactory documentation has not been provided by CONTRACTOR (d): the amount invoiced for services provided by the individual not appropriately credentialed, licensed, or otherwise qualified; (e): the proportionate amount of the invoice related to the applicable pupil for the time period from the date of the violation occurred and until the violation is cured; or (f): the amount paid to CONTRACTOR by Medi-Cal or another agency or funding source for the service provided to the student.

If LEA determines that cause exists to withhold payment to CONTRACTOR, LEA shall, within ten (10) business days of this determination, provide to CONTRACTOR written notice that LEA is withholding payment. Such notice shall specify the basis or bases for LEA's withholding payment and the amount to be withheld. Within thirty (30) 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 or submit a written request for extension of time to correct the deficiencies. Upon receipt of CONTRACTOR's written request showing good cause, LEA shall extend CONTRACTOR's time to correct deficiencies (usually an additional thirty (30) days), otherwise payment will be denied.

If after subsequent request for payment has been denied and CONTRACTOR believes that payment should not be withheld, CONTRACTOR shall send written notice to LEA specifying the reason it believes payment should not be withheld. LEA shall respond to CONTRACTOR's notice within thirty (30) business days by indicating that a warrant for the amount of payment will be made or stating the reason LEA believes payment should not be made. If LEA fails to respond within thirty (30) business days or a dispute regarding the withholding of payment continues after the LEA's response to CONTRACTOR's notice, CONTRACTOR may invoke the following escalation policy.

After forty-five (45) business days: The CONTRACTOR may notify the Authorized LEA's Representative of the dispute in writing. The LEA Authorized Representative shall respond to the CONTRACTOR in writing within fifteen (15) business days.

After sixty (60) business days: Disagreements between the LEA and CONTRACTOR concerning the Master Contract may be appealed to the County Superintendent of Schools or the State Superintendent of Public Instruction pursuant to the provisions of California Education Code Section 56366(c) (2).

## **59. PAYMENT FROM OUTSIDE AGENCIES**

CONTRACTOR shall notify LEA when Medi-Cal or any other agency is billed for the costs associated with the provision of special education and/or related services to students. Upon request, CONTRACTOR shall provide to LEA any and all documentation regarding reports, billing, and/or payment by Medi-Cal or any other agency for the costs associated with the provision of special education and/or related services to students.

## **60. PAYMENT FOR ABSENCES**

### **NONPUBLIC SCHOOL STAFF ABSENCE**

Whenever a classroom teacher employed by CONTRACTOR is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher's classroom in accordance with

California Education Code section 56061. CONTRACTOR shall provide to LEA documentation of substitute coverage pursuant to the LEA Procedures. Substitute teachers shall remain with their assigned class during all instructional time. LEA will not pay for instruction and/or services unless said instruction or service is provided by an appropriately credentialed substitute teacher.

Whenever a related service provider is absent, CONTRACTOR shall provide a qualified (as defined in section seven (7) of this agreement and as determined by LEA) substitute. LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of “make-up” services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided unless otherwise agreed in student’s IEP.

#### NONPUBLIC SCHOOL STUDENT ABSENCE

If CONTRACTOR is a nonpublic school, no later than the sixth (6<sup>th</sup>) cumulative day of a student’s unexcused absence, CONTRACTOR shall notify the LEA of such absence as specified in the LEA Procedures.

Criteria for a billable day for payment purposes is one day of attendance as defined in California Education Code, sections 46010, 46010.3 and 46307. LEA shall not pay for services provided on days that a student’s attendance does not qualify for Average Daily Attendance (ADA) reimbursement under state law. *Per Diem* rates for students whose IEPs authorize less than a full instructional day may be adjusted on a pro rata basis in accordance with the actual proportion of the school day the student was served. LEA shall not be responsible for payment of DIS or related services for days on which a student’s attendance does not qualify for Average Daily Attendance (ADA) reimbursement under state law, nor shall student be eligible for make-up services.

#### NONPUBLIC AGENCY STAFF ABSENCE

When CONTRACTOR is a nonpublic agency and CONTRACTOR’s service provider is absent, CONTRACTOR shall provide a qualified (as defined in section seven (7) of this agreement and as determined by LEA) substitute, unless LEA provides appropriate coverage in lieu of CONTRACTOR’s service providers. LEA shall not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of “make-up” services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not “bank” or “carry over” make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and LEA. In the event services were not provided, reasons for why the services were not provided shall be included.

#### NONPUBLIC AGENCY STUDENT ABSENCE

If CONTRACTOR is a nonpublic agency, it shall notify LEA of the absence of a student no later than the fifth consecutive service day of the student’s absence, as specified in the LEA Procedures. LEA shall not be responsible for the payment of services when a student is absent.

### 61. INSPECTION AND AUDIT

The CONTRACTOR shall maintain and the LEA shall have the right to examine and audit all of the books, records, documents, accounting procedures and practices and other evidence that reflect all costs claimed to have been incurred or fees claimed to have been earned under this Agreement.

CONTRACTOR shall provide access to LEA to all records including, but not limited to: student records as defined by California Education Code section 49061(b); registers and rollbooks of teachers; daily service logs and notes or other documents used to record the provision of related services; medi-cal/daily service logs and notes used to record provision of services provided by instructional assistants, behavior intervention aides, bus aides, and supervisors; absence verification records (parent/doctor notes, telephone logs, and related documents); bus rosters; staff lists specifying credentials held, business licenses held,



documents evidencing other qualifications, 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 service subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state nonpublic school and/or agency certifications; by-laws; lists of current board of directors/trustees, if incorporated; other documents evidencing financial expenditures; federal/state payroll quarterly reports Form 941/DE3DP; and bank statements and canceled checks or facsimile thereof. Such access shall include unannounced inspections by LEA. CONTRACTOR shall make available to LEA all budgetary information including operating budgets submitted by CONTRACTOR to LEA for the relevant contract period being audited.

CONTRACTOR shall make all records available at the office of LEA or CONTRACTOR's offices (to be specified by LEA) at all reasonable times and without charge. All records shall be provided to LEA within five (5) working days of a written request from LEA. CONTRACTOR shall, at no cost to LEA, provide assistance for such examination or audit. LEA's rights under this section shall also include access to CONTRACTOR's offices for purposes of interviewing CONTRACTOR's employees. If any document or evidence is stored in an electronic form, a hard copy shall be made available to the LEA, unless the LEA agrees to the use of the electronic format.

CONTRACTOR shall obtain from its subcontractors and suppliers written agreements to the requirements of this section and shall provide a copy of such agreements to LEA upon request by LEA.

If an inspection, review, or audit by LEA, a state agency, a federal agency, and/or an independent agency/firm determines that CONTRACTOR owes LEA monies as a result of CONTRACTOR's over billing or failure to perform, in whole or in part, any of its obligations under this Master Contract, LEA shall provide to CONTRACTOR written notice demanding payment from CONTRACTOR and specifying the basis or bases for such demand. Unless CONTRACTOR and LEA otherwise agree in writing, CONTRACTOR shall pay to LEA the full amount owed as result of CONTRACTOR's over billing and/or failure to perform, in whole or in part, any of its obligations under this Master Contract, as determined by an inspection, review, or audit by LEA, a state agency, a federal agency, and/or an independent agency/firm. CONTRACTOR shall make such payment to LEA within thirty (30) days of receipt of LEA's written notice demanding payment.

## **62. RATE SCHEDULE**

The attached rate schedule (Exhibit A) limits the number of students that may be enrolled and maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Per Diem rates for students whose IEPs authorize less than a full instructional day may be adjusted proportionally. In such cases only, the adjustments in basic education rate shall be based on the percentage of instructional minutes appropriate to grade equivalence.

Special education and/or related services offered by CONTRACTOR, shall be provided by qualified personnel as per State and Federal law, and the codes and charges for such educational and/or related services during the term of this contract, shall be as stated in Exhibit A.

## **63. DEBARMENT CERTIFICATION**

By signing this agreement, the Contractor certifies that:

- (a) The Contractor and any of its shareholders, partners, or executive officers are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and
- (b) Have not, within a three-year period preceding this contract, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records,

making false statements, tax evasion, or receiving stolen property; and are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

The parties hereto have executed this Contract by and through their duly authorized agents or representatives. This contract is effective on the 1<sup>st</sup> day of July 2012 and terminates at 5:00 P.M. on June 30, 2013, unless sooner terminated as provide herein.

## CONTRACTOR

\_\_\_\_\_  
Nonpublic School/Agency

\_\_\_\_\_  
Contracting Officer's                      Date  
Signature

\_\_\_\_\_  
Name and Title (type)                      Date

Tax I.D. # \_\_\_\_\_

## LEA

Tracy Unified School District  
Name of District or Local Educational Agency

Dr. Janet Skulina  
Director, Special Education

\_\_\_\_\_  
Signature                                      Date  
(Authorized Representative/Contracts Supervisor)

APPROVED AS TO FORM:  
Dr. Casey Goodall  
Associate Superintendent, Business Services

\_\_\_\_\_  
Signature                                      Date

Notices/bills mailed to LEA shall be addressed to:

Attention:

Aida Jauregui

**Name**

Tracy Unified School District

**LEA**

1875 W. Lowell Ave.

**Address**

Tracy, CA 95376

**City                      State      Zip**

209-830-3270                      209-830-3274

**Phone                      Fax**

Notices to CONTRACTOR:

\_\_\_\_\_  
**Nonpublic School/Agency**

\_\_\_\_\_  
**Address**

\_\_\_\_\_  
**City                      State      Zip**

\_\_\_\_\_  
**Phone                      Fax**

## EXHIBIT A: RATES

CONTRACTOR \_\_\_\_\_ CONTRACTOR NUMBER \_\_\_\_\_ 2012-2013  
(NONPUBLIC SCHOOL OR AGENCY) TUSD (CONTRACT YEAR)

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

<u>➤ BASIC EDUCATION PROGRAM</u>	<u>RATE</u>	<u>PERIOD</u>
➤ As set forth in the IEP for each student	175.83	180 days

### RELATED SERVICES

	<u>RATE</u>	<u>PERIOD</u>
1) <b>Transportation</b> (* 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.)	_____	_____
e) Transportation Dual Enrollment	_____	_____
f) Public Transportation	_____	_____
g) Parent*	_____	_____
2) <b>Counseling</b>		
a) Educational Counseling – Individual	_____	_____
b) Educational Counseling – Group	_____	_____
c) Counseling – Parent	_____	_____
3) <b>Adapted Physical Education</b>		
a) Adapted Physical Education – Individual	_____	_____
b) Adapted Physical Education – Group	_____	_____
4) <b>Language/Speech</b>		
a) Language/Speech Therapy-Individual	_____	_____
b) Language/Speech Therapy-Group	_____	_____
c) Consultation	_____	_____
5) <b>Orientation/Mobility Training</b>	_____	_____
6) <b>Occupational Therapy</b>		
a) Occupational Therapy – Individual	_____	_____
b) Occupational Therapy – Group	_____	_____
c) Occupational Therapy – Consultation Rate	_____	_____
7) <b>Physical Therapy</b>	_____	_____
8) <b>Instructional Assistants</b>		
a) Additional Instr. Asst. – Individual (must be authorized on IEP)	\$17.04	180 days
9) <b>Intensive Special Education Instruction**</b>	_____	_____
10) <b>Behavior Intervention</b>	_____	_____
11) <b>Nursing Services</b>	_____	_____
12) <b>Other</b> _____	_____	_____

\*\* **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.

\*Parent transportation reimbursement rates are to be determined by the LEA.

\*\*By credentialed Special Education Teacher.



# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. James C. Franco, Superintendent  
**FROM:** Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources  
**DATE:** December 12, 2012  
**SUBJECT:** Ratify Agreement for Special Contract Services with San Joaquin County Office of Education, Artist-in-Schools Program at Villalovoz Elementary School for the 2012 – 2013 School Year

**BACKGROUND:** The Artist-in-Schools Program is provided by the San Joaquin County Office of Education. The program will provide an artist who will work with students at Villalovoz Elementary School for a total of 22 classes. Students will learn basic art concepts and carry out various art projects. This agenda item needs to be ratified due to an oversight of not bringing it to an earlier Board meeting.

**RATIONALE:** The San Joaquin County Office of Education, Artist-in-Schools Program will provide the Villalovoz students with an opportunity to learn and use language in a meaningful context. This instruction will also build on verbal skills and increase students' vocabulary. During their art instruction students will follow explicit directions like listening and using Tier 2 and Tier 3 academic vocabulary with added multi-sensory input. Tier 2 words are vocabulary words which cross over many curricular area, Tier 3 words are specific to the art curriculum. The prized finished art piece becomes a spring board for writing. The art process helps to promote reading skills such as paying attention to details, critical thinking, reasoning and improving visual and special acuity. Art provides a vehicle for students to see the start to finish process and builds their overall confidence while increasing their academic and vocabulary. This supports District Strategic Goal #1: Prepare all students for college and careers, District Strategic Goal #2: Ensure that all students meet or exceed grade level standards and that the achievement gap between the identified student subgroups is closed and District Strategic Goal #7: Develop and utilize partnerships to achieve District goals.

**FUNDING:** The \$6,600 cost for the Artist-in-Schools Program will be funded out of Title I funds.

**RECOMMENDATION:** Ratify Agreement for Special Contract Services with San Joaquin County Office of Education, Artist-in-Schools Program at Villalovoz Elementary School for the 2012 – 2013 School Year

**Prepared by:** Mrs. Lisa Beeso, Principal, Villalovoz Elementary School

# TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

## AGREEMENT FOR SPECIAL CONTRACT SERVICES

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

1. Contractor shall perform the following duties: The San Joaquin County Office of Education, Artist-in-Schools program will provide an artist who will work with students at Villalovoz Elementary School for a total of 22 classes. Students will learn basic art concepts and carry out various art projects from their teachings.
2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 22 ( ) ☐ HOURS ☒ DAY(s), under the terms of this agreement at the following location Villalovoz.
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
  - a. District shall pay \$6,600 per ☐ HOUR ☐ DAY ☒ FLAT RATE, not to exceed a total of \$6,600. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
  - b. District ☐ SHALL; ☒ SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the district rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$6,600 for the term of this agreement.
  - c. District shall make payment on a ☐ MONTHLY PROGRESS BASIS, ☒ SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.
4. The terms of the agreement shall commence on September 5, 2012, and shall terminate on May 21, 2013.
5. This agreement may be terminated at any time during the term by either party upon \_\_\_\_\_ days written notice.
6. Contractor shall contact the District's designee, Lisa Beeso at (209) 830-3331 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.
7. The parties intend that an independent contractor relationship be created by this contract and District assumes no responsibility for workers' compensation liability. District likewise assumes no responsibility for liability for loss, damage, or injury to person(s) or property resulting from, or caused by, the contractor's activities during or relating to the performance of service under this Agreement.

Contractor agrees to hold harmless and to indemnify District for:

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

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

**AGREED:**

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Address

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

\_\_\_\_\_  
Date

01-3010-0-1110-1000-5800-430-3702

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

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

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

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

Send all copies to the Business Office:

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



San Joaquin County Office of Education  
Mick Founts, Superintendent of Schools

## INVOICE

INVOICE 72016

INVOICE DATE: October 30, 2012

CUSTOMER'S P.O. NO.:

**TO:** Villalovoz School  
1550 Cypress Dr.  
Tracy, CA 95376  
Attn: Mary Sequeira

Tracy USD

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
1	<p>Artists-in-Schools services provided by Inga Perry, Mario Tejada and SJCOE as follows:</p> <p>22 Classes Inga (12) September 5, 2012-March 20, 2013 Mario (10) October 5, 2012-May 21, 2013 8-week sessions</p> <p>Facilitation and coordination by AIS Program Manager with San Joaquin County Office of Education.</p> <p>NOTE: Payment is expected within 30 days of the invoice date.</p> <p>*** ***** ***** ***** ***</p> <p>Please return payment in enclosed envelope.</p> <p>REMIT TO: San Joaquin County Office of Education P. O. Box 213030, Stockton, CA 95213-9030</p>		\$6,600.00
RETURN GREEN COPY OF THIS INVOICE WITH YOUR PAYMENT			<b>TOTAL</b> \$6,600.00

*Posted  
1 gm. E. Sequeira  
11/13/12*

DISTRIBUTION: WHITE & GREEN - PURCHASER  
CANARY - ORIGINATING DEPARTMENT  
PINK - CO. OFFICE OF EDUC. BUSINESS SERVICES  
GOLDENROD - PAID FILE COPY

ACCOUNT NUMBER(S)	AMOUNT(S)
01-9010-0-0000-0000-8689-700-7248	\$6,600.00
INITIALS	mc





San Joaquin County Office of Education  
Mick Founts, Superintendent of Schools

MEMORANDUM OF UNDERSTANDING  
(Villalovoz/Inga & Mario)

This Agreement by and between the San Joaquin County Office of Education, hereinafter referred to as "SJCOE" and Villalovoz Elementary, for the Artists-in-Schools (AIS) department to provide instruction on behalf of SJCOE. The two parties, SJCOE and Villalovoz Elementary, mutually agree to the following terms and conditions:

I. CONSULTANT AND/OR SERVICE DEFINED

This Agreement calls for Villalovoz Elementary to: 1) Provide supplies for artists in residence. 2) Appoint staff liaison to arrange the artist's schedule and provide information regarding school site. 3) Give 72-hour notice to SJCOE for cancelled classes due to planned school activities. Failure to give notice may result in the artist being unable to re-schedule classes. 4) Require that the teachers remain in the classroom during the AIS class and be responsible for needed class control and discipline. 5) Expedite timely payment to SJCOE. Artists-in-Residence, Inga Perry and Mario Tejada, who are temporary employees of SJCOE, will provide instruction per the following Terms of Agreement.

II. TERM OF AGREEMENT

Services by SJCOE will begin: September 5, 2012 and include the following dates See Calendar

Number of classes: 26 Inga eleven classes, Mario ten classes 8-Week Session

Staff Contact at site: Mary Sequeira 209-830-3331 (school) 209-221-2420 (cell) msequeira@tUSD.net

Artist Contact: Inga Perry 825-7212 ingaperry@hotmail.com; Mario Tejada 825-5115 donmario@tUSD.net

III. COMPENSATION

In consideration of the services provided, Villalovoz Elementary will pay SJCOE the sum of \$6,600.00

Payment to SJCOE for these services will be made upon written request. The school agrees that it will not employ the aforementioned Artist-in-Residence for a period of one year after this assignment expires.

IV. SAN JOAQUIN COUNTY OFFICE OF EDUCATION RIGHT OF RETENTION

SJCOE shall become the owner of and entitled to exclusive possession of all records, documents, graphs, photographic or other reproduction of any kind produced in the scope of services performed and no other uses thereof will be permitted except by permission of SJCOE. Proprietary materials will be exempted from this clause.

V. EXTENSION OF TERM

By mutual consent of the parties hereto the term of service described herein in Article I may be extended by reformation of this Agreement and attachment hereto of an addendum mutually executed setting forth the extended term.

Mary Sequeira  
Villalovoz Elementary  
1550 Cypress Drive, Tracy 95376

Date 6-01-12

Sandra Wendell  
SANDRA WENDELL, COORDINATOR  
ARTISTS-IN-SCHOOLS

05-02-12  
Date

Sandra Wendell  
CONTRACTING OFFICER  
SAN JOAQUIN COUNTY OFFICE OF EDUCATION

Date 6-01-12



# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. James C. Franco, Superintendent  
**FROM:** Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources  
**DATE:** December 3, 2012  
**SUBJECT:** **Approve Agreement for Special Contract Services for DataWORKS Educational Research to Provide Parent Involvement Workshops to Central School for the 2012-2013 School Year**

**BACKGROUND:** Central School contracted with DataWORKS Educational Research four years ago for the Parent Involvement Workshops. Parents were very pleased with the program. Central School staff has a trusted relationship with DataWORKS and is excited to offer their Parent Involvement Workshops again. They will offer four workshops between January and April. These workshops will each occur four times each day (morning and evening, Spanish and English).

**RATIONALE:** Central School is a Title 1 School. Sustained parental involvement is linked to student achievement and staying in school. It is important to provide meaningful opportunities for parents/guardians to be involved in school activities. The DataWORKS Parent Involvement Workshops are designed to develop skills and techniques which will enable parents to address the educational needs of their school-aged children. Parents and teachers must work together to ensure the educational success of every child. This request supports District Strategic Goal #2: Ensure that all students meet or exceed grade level standards and that the achievement gap between the identified student subgroups is closed and District Strategic Goal #7: Develop and utilize partnerships to achieve District goals.

**FUNDING:** Site Categorical funding; Title 1 is budgeted to cover these costs. The cost for DataWORKS Educational Research will not exceed \$9,400.

**RECOMMENDATION:** Approve Agreement for Special Contract Services for DataWORKS Educational Research to Provide Parent Involvement Workshops to Central School for the 2012-2013 School Year

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

Central Elementary School  
2012-2013 School Year Contract

Contract date:	November 28, 2012	P.O.#
Contract modified:	December 12, 2012	
Name of School:	Central Elementary (K-5)	Name of District: Tracy Unified
Address:	1370 Parker Ave.	Address: 1875 West Lowell Ave.
	Tracy, CA 95376	Tracy, CA 95376
Telephone #:	(209) 830-3303	Telephone: (209) 830-3200
Fax #:	(209) 830-3304	Fax #:
Principal:	Nancy Link	Contact Person:
Email:	<a href="mailto:nlink@tusd.net">nlink@tusd.net</a>	Email:

☒ Send Contract to School☐ Send Contract to District

This is a contract between Central Elementary School and DataWORKS Educational Research for the following services:

Contract #4234

[illegible]

**Total cost: \$9,400.00**

**Workshop Topics:**

<input checked="" type="checkbox"/>	Motivation	Date: January 31, 2013
<input checked="" type="checkbox"/>	Parents as Teachers	Date: February 21, 2013
<input checked="" type="checkbox"/>	Homework Assistance	Date: March 21, 2013
<input checked="" type="checkbox"/>	Home Environment	Date: April 18, 2013

**Requirements:****1. DataWORKS will provide the following:**

- All material handouts for attendees used during the workshops.
- Printed Invitations, flyers, incentives and prizes for workshops (invitations and flyers will be sent to school for distribution). **Flyers are due at the school on January 2, 2013.**
- Refreshments for parents attending the workshops.
- Phone calls to invite and remind parents to attend workshops.
- Principal's packet with information and teacher questionnaire.

**2. Central ES will provide the following:**

- Meeting Room-classroom style, Audio System, screen, and electrical cords.
- Child care (we recommend that only parents attend workshops)
- Student parents contact information for phone calls (**information must be on an Excel spread sheet and it can be e-mailed to DataWORKS**).

The cost for these services will be **\$9,400.00 (travel expenses included)**. Please send your purchase order for billing purposes and reference the Contract ID on the purchase order.

DataWORKS will accommodate any changes to, or cancelation of this contract with a written 30 day notice without penalty. After 30 days, DataWORKS reserves the right to charge the district/site for any expenses incurred.

***Please sign two originals and return one to DataWORKS.***

Approved and accepted by:

_____ November 28, 2012	_____
DataWORKS Ed. Authorized Signature:      Date:	Site/District Authorized Signature:      Date:
Tina Anderson, Client Relations Manager	_____
Print Name and Title	Print Name and Title

# TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

## AGREEMENT FOR SPECIAL CONTRACT SERVICES

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

1. Contractor shall perform the following duties: Provide four parent involvement workshops and a celebration event. Classes will be 1.5 hours long, offered in the morning and evening in both English and Spanish. Topics will include Motivation, Parents as Teachers, Home Environment, and Homework Assistance. Invitation, reminder phone calls, refreshments and incentives will be provided.

2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 5 hours [ ☐ ] HOURS [ ☒ ] DAY(s) , under the terms of this agreement at the following location Central Elementary School.

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

a. District shall pay \$9,400 per [ ☐ ] HOUR [ ☐ ] DAY [ ☒ ] FLAT RATE, not to exceed a total of \$9,400. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.

b. District [ ☐ ] SHALL; [ ☒ ] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the district rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$0 for the term of this agreement.

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

4. The terms of the agreement shall commence on January 1, 2013, and shall terminate on May 1, 2013.

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

6. Contractor shall contact the District's designee, Nancy Morgan Link at (209) 830-3303 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.

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



Contractor agrees to hold harmless and to indemnify District for:

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

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

**AGREED:**

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Address

\_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_  
Date

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

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

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

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

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

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



# EDUCATIONAL SERVICES MEMORANDUM

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

**FROM:** Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources

**DATE:** December 12, 2012

**SUBJECT:** Approve Funding for the SJCOE Educational Foundation Grant for Louis Bohn Elementary School in the Amount of \$1,000 for the Purchase of Science Fair Technology Equipment

**BACKGROUND:** As part of his preparatory course work for obtaining an administrative credential, Jose Vega, a fifth grade teacher at Louis Bohn Elementary School submitted a grant proposal to the San Joaquin County Office of Education (SJCOE), Educational Foundation. The proposal was for the purchase of technology equipment which would allow students to prepare video-based presentations of science fair projects. Mr. Vega was recently notified that he is the recipient of this grant in the amount of \$1,000.

**RATIONALE:** The funds from the grant will allow the purchase of technology equipment for generating student-created videos for all three fifth grade classes. This project will also allow for the creation of video archiving of science fair activities which will be used to prepare students for future science fairs and to share learning with students in the primary grades. This aligns with District Strategic Goal #4: Use technology as a tool for improvement in instruction, and to increase efficiency in operations across the District; and District Strategic Goal #7: Develop and utilize partnerships to achieve District goals.

**FUNDING:** SJCOE Educational Foundation Grant in the amount of \$1,000. Any additional program costs will be funded from Louis Bohn Elementary School site funds.

**RECOMMENDATION:** Approve Funding for the SJCOE Educational Foundation Grant for Louis Bohn Elementary School in the Amount of \$1,000 for the Purchase of Science Fair Technology Equipment

**Prepared by:** Tammy Christensen, Principal, Louis Bohn Elementary School



Jose Vega

Grant Writing Seminar

CURR 351

September 28, 2012

### ***Proposal Summary***

Through the use of video editing software and iPad applications, students will create a two minute video depicting their science project. Their presentations will contain multimedia including music, video, and visuals. I, Jose Vega, initiated the science fair at our institution four years ago. I'm qualified to further its development since I've led its development from individual single classroom projects to cooperative, multi-classroom endeavors. A \$1,000 grant will support the shift from tri-fold presentations to technology based projects enveloped in the use of 21<sup>st</sup> Century skills and dilate students' interest in scientific discovery and innate inclination to technology.

### ***Project Description/Need:***

Louis Bohn Elementary is part of the Tracy Unified School District. Its location on the western part of the San Joaquin Valley places it close to the Bay Area; it's an hour drive to San Francisco and other cities housing technology industries in the vicinity. This location has been highly attractive for numerous commuter families working in the Bay Area and its renowned leadership in technology. Complimenting its ties to the technology industry is the campus'

diverse population. Over seventy percent (70%) of its 480 students are of minority descent other than white and twenty six percent (26%) English Language Learners (ELL). Forty nine percent (49%) of its student population is on free or reduced lunch (California Department of Education, 2011). Even though Louis Bohn shares average statistics with schools in similar categories, it is unique in its high academic achievement. For over four years, Bohn Elementary has maintained an Academic Performance Index (API) of over 800. This achievement can be attributed to the superb parent involvement, high teacher expectations, and student dedication.

These achievements are evidenced in the yearly fifth grade science fair. Going on its fifth year, the science fair has become paramount to student learning, creativity, and parent involvement. Every year, projects become more elaborate and sophisticated. As students begin to formulate their experiments they are given specific guidelines. Their project must be hands-on, interactive, and contain a visual on a tri-fold of how their experiment works. These projects are then exhibited to the entire school on Science Fair Day. Some of the first place winners over the years include Tennis Ball Rocket, Water Bottle Rocket and Eggcellent: The Development of a Chicken. The Fifth Grade Science Fair has become such a staple of Louis Bohn that students as young as the second grade have already begun to think and voice what their fifth grade science project will be.

As the science fair continues to evolve it still lacks in the implementation of technology. Even though student projects are well displayed on a tri-fold, there is very minimal use of technology in their presentations. This anemic use of technology is attributed to the lack of computer availability on campus, as well as outdated equipment and software. There are currently twenty two computers on campus, including those used by staff members (California Department of Education, 2011). This turns out to be a ratio of 21.8 students per computer.

The lack of funds to purchase new technology is attributed to several factors particular to our school. With 49% of students on free/reduced lunch, the school doesn't meet the qualification for Title 1 funds. Furthermore, due to the fact that Louis Bohn Elementary has continued to show excellence in academic achievement with over 800 API, it has not been categorized as a program improvement school. As a result our school has been deprived of several funds that allow for the purchase of technology, teacher training in technological advances and other useful and effective tools.

It is imperative that our school continues to capitalize on parent involvement, student interest, and academic excellence. One way to expand these traits is by incorporating technology into an already successful program that excites students' inquiring minds and parent involvement. This will keep students interested in exploring scientific questions and abreast of technology and its application in scientific discovery.

It is the intent of our science teachers to incorporate technology into the science fair presentations. Instead of tri-folds, students would be required to use a computer program that allows them to display their project in a video format along with the actual experiment. Using an iPad and various video editing software to create their science presentations, students will create a two minute video of their project. The purpose of the video is to incorporate music, animation, and visuals to bring their projects to life. This will also allow students to move away from the stale cardboard presentations to innovative and visually engaging video productions. These videos will be shown to each grade level during their lunch recess in the cafeteria using a projector and iPad. The purpose of the videos is twofold. It will showcase student work using technology and it will give an overview of what students can expect the day of the science fair.

Incorporating technology via iPad and video presentations to our science fair will be a successful endeavor. Its projected success is rooted in the ever present parent involvement, the schools ties to the technology workforce and the high academic achievement of our students. These unique traits of our school will ensure this new component of our science fair is carried on for many years.

***Goal:*** Incorporate technology into science fair projects.

***Objective 1a:*** Every student partaking in the Fifth Annual Louis Bohn Elementary Science Fair will use an iPad and suitable applications in effort to supplant tri-fold presentations.

***Objective 1b:*** Over 95 percent of students will incorporate at least two of the various media (i.e., video, simulations, graphics) in their science projects for the 2013 science fair.

***Methods:***

At the beginning of the second trimester (Winter 2012) students will be exposed to a vast array of science literature addressing the California Science Standards. These readings envelop the life sciences, physical sciences, and earth sciences (e.g., weather, the solar system, and the water cycle). As students read curriculum adopted books in tandem with fifth grade science

district adopted curriculum, they will be encouraged to think about a feasible project to present at the science fair. Every week students will give a brief presentation based on their current reading. This will show their mastery of the reading and their grasp of the scientific concept therein. These mini-presentations will also give students an idea of the complexity and mechanics of any science projects they would like to entertain. If it's an idea they would like to pursue further they are encouraged to conduct further research.

By the end of the second trimester (Spring 2013) students will have been exposed to the majority of the fifth grade science curriculum. At this point they will be asked to form groups of two or three members and begin to plan their science fair project.

A requirement for their project is that it is hands on and/or interactive for K-4 students. By the first week of May 2013, students will have a good grasp of the mechanics of their project. During this week they will gather all of the materials necessary to conduct their experiment. All students will present their experiments to the class to make certain it works to their expectations, and students get practice conducting their projects.

The second week will deal strictly with the creation of a two minute video presentation of their experiment. The video is expected to contain an explanation, the use of an app on iPad, and any other visuals and music and any other media they find suitable that would complement their demonstration. Their innate inclination and comfort with technology will make the transition from tri-fold presentations to computer animated graphics and videos relatively easy allowing us to reach our objectives with ease. The mechanics of their science experiment will be directed by two of the fifth grade teachers. In regards to the implementation of technology in their presentations, students will receive training and guidance from our fifth grade partner teacher,

Mr. Goreham. Also serving as our school's technology supervisor his expertise in the implementation and use of technology will be invaluable.

***Evaluation:***

The evaluation process will begin one week before the science fair on May 8, 2013. It will have two components. The first will measure the success of supplanting tri-folds with video presentations on the iPad using various media. It will assess whether or not 100 percent of participating students were successful in creating a video presentation of their project. The fifth grade teachers will evaluate each presentation and rate its implementation of various media such as music, video, animation, etc. A rate of success will look be marked by having every presentation incorporating at least two media elements. These elements will be measured in how they compliment the cohesiveness of the presentation.

The second component of the evaluation process will examine the audience engagement and understanding of the video productions. A Likert survey (scale of 1-5 with 1 being "do not agree" and 5 "agree very much") will be given to all classes attending the science fair. Teachers will be expected to report results based on the following questions:

Were the videos engaging?

Were the videos informative?

Were hands-on experiments closely related to videos?

Would you like to create one of these videos?

These responses will be collected and serve as a guide for future science fairs. A holistic assessment will be used to improve the implementation of technology in future science fairs. The responses will also guide on ways to make students more versatile with the use of technology and its close relation to scientific inquiry.

### *Sustainability:*

The costs of implementing technology into the 5<sup>th</sup> grade science fair via ipad and applications are accrued at the beginning stages of the implementation. Thereafter, the costs of sustaining this type of technology will only consist of new apps students deem necessary and upgrading the iPad to keep it compatible with new applications. The video editing software will remain relevant and adequate for our purposes for at least five years. This projection is based on the status of our current computers and their ability to sustain this program for that length of time. The iPad, video editing software, and apps will be the primary cost to fulfill the need of implementing technology in scientific inquiry. A major element that will sustain this objective such as internet availability will continue to be provided through the school district at no additional charge to our project. Any extra apps that students may be interested in purchasing to enhance their projects will be of relatively small cost (average of \$1.99 per app) that can be covered under the allocated teacher's budget. Once this app has been purchased and downloaded to our iPad it will remain available for future use. Another source of revenue is our active PTO (Parent Teacher Organization). Over the years they have been able to fund some of the material costs for some of our science projects and technology equipment including document cameras



for every classroom. Similarly, they will be asked to cover some of the costs to maintain and upgrade any technology as it becomes necessary.

### ***Organization Background***

Louis Bohn Elementary was founded in 1992 as part of the Tracy Unified School District. The school serves approximately 500 students and has a staff of 17 teachers, 3 teacher's assistants and a high number of involved and dedicated parent volunteers.

The mission of Louis Bohn Elementary "to prepare each student as an independent, motivated learner who possesses the skills and values necessary to become a productive, successful, and caring citizen of the 21st century," is reflected in its respectable API score above 800 over the last three years. Student achievement is complimented in the school's vision to "take an active part in making educational choices to develop their individual strengths and interests".

Parent involvement at Louis Bohn is evidenced in its active PTO, ELAC and PIQUE membership. The PTO has been instrumental in school fundraising through its walk-a-thon, Winter Sing-a-long and several other events that generate funds for our school. These funds have been allocated to promote the use and implementation of technology on campus. Thanks to PTO the school has been able to obtain document cameras in every classroom. It has also joined forces with ELAC (English Language Advisory Committee) to incorporate a more diverse population in the decision making process of the school. Bohn's ELAC, a committee advocating

the needs of English Language Learners, has maintained the highest parent participation in the district. This parent dedication was pronounced in the district's decision to bring PIQE (Parent Institute for Quality Education)--a program dedicated to educating low-income ethnically diverse parents on understanding the school system and establishing a collaborative environment between home, school, and community--to our school. Our institution met PIQE requirements in enrolling 30 parents or more in a nine week program. The program consisted of two courses that ran consecutively one in English and the other in Spanish. PTO, ELAC and the implementation of PIQE are clear evidence Louis Bohn Elementary strives to bring, implement and sustain positive and innovative ideas.

***Budget:***

Operating Expenses	Amount Requested	In-Kind	Total
1000 Certificated Salaries			
2000 Classified Salaries			
3000 Employee Benefits			
4000 Books and Supplies	\$963.12		\$963.12
5000 Services and Other Operating Expenses			
6000 Capitol Outlay			
7000 Other	\$36.88	\$9.71	\$46.59
Total	\$1,000	\$9.71	\$1,009.71

**Budget Justification:**

**4000 Books and Supplies & Other In-Kind Support**

The projected one time cost of an ipad5 is \$499.00 plus tax for a sum total of \$515.76.

The projected one time cost of video editing software is \$49.99 plus tax for a sum total of \$51.67. Ten apps for iPad at an average price of \$2.99 each will total \$29.99. The one time purchase of a VGA cable is \$39.99 plus tax for a total of \$41.33. Sony Camcorder \$199.00 plus tax will amount to \$205.97. A USB cable for camcorder to computer transition costs \$39.99 plus

tax for a sum total of \$41.18. The iPad smart cover will total \$41.33. A case of 50 blank DVDs to copy presentations will run a total of \$24.99 plus tax totaling \$25.82. A memory card for videos is a total of \$56.66. PTO and ELAC will supplement funding with \$9.71. The entire upstart cost for this project is \$1,009.71.



# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. James Franco, Superintendent  
**FROM:** Dr. Sheila Harrison, Assistant Superintendent for Educational Services and Human Resources  
**DATE:** December 5, 2012  
**SUBJECT:** Approve Agreement for Special Contract Services with Capital World Language Project for the February 23, 2013 Staff Development Buy Back Day

**BACKGROUND:** February 23, 2013 is a voluntary Staff Development Buy Back Day on which the District will be providing a mini-conference. One of the workshops on this day will specifically address the needs of Modern Language teachers. The Capital World Language Project is a community of K-16 world language educators that provide professional development opportunities for world language and ELD teachers in the regions of Sonoma (Region 1), North Central California (Region 2), Sacramento (Region 3), and Stockton (Region 6). This organization is affiliated with the California Foreign Language Project whose mission is to sponsor professional development programs aligned with the state-adopted foreign language standards and framework in order to deepen teachers' content knowledge, strengthen and expand language programs, and prepare participants to effectively use and teach language and cultural content at every level of California's educational system.

**RATIONALE:** The Modern Language teachers are implementing a new curriculum this school year. This is the first new adoption of curriculum in twelve years. In order to support teachers in implementing the new curriculum, and to provide them with up-to-date professional development, it was recommended that we offer training that will specifically address their needs. This supports District Strategic Goal #2: Ensure that all students meet or exceed grade level standards and that the achievement gap between the identified student subgroups is closed and District Strategic Goal #6: Develop and support a high performing workforce.

**FUNDING:** \$1,500 paid by Title II funds (includes presenter fees for 3 presenters, mileage and material costs).

**RECOMMENDATION:** Approve Agreement for Special Contract Services with Capital World Language Project for the February 23, 2013 Staff Development Buy Back Day

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

# TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Avenue, Tracy, California 95376

## AGREEMENT FOR SPECIAL CONTRACT SERVICES

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

1. Contractor shall perform the following duties: Provide 1 day inservice for Modern Language Teachers on Saturday, February 23, 2013.
2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 1 Days(s) (circle one), under the terms of this agreement at the following location tbd in Tracy Unified School District
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
  - a. District shall pay \$1,500.00 per HOUR/DAY/FLAT RATE (circle one), not to exceed a total of \$ 1,500.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
  - b. District [ ] SHALL; [X] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the district rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ 0 for the term of this agreement.
  - c. District shall make payment on a [ ] MONTHLY PROGRESS BASIS, [X] SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.
4. The terms of the agreement shall commence on February 23, 2013, and shall terminate on February 24, 2013
5. This agreement may be terminated at any time during the term by either party upon 30 day's written notice.
6. Contractor shall contact the District's designee, Dr. Sheila Harrison at (209) 830-3202 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.
7. The parties intend that an independent contractor relationship be created by this contract and District assumes no responsibility for workers' compensation liability. District likewise assumes no responsibility for liability for loss, damage, or injury to person(s) or property resulting from, or caused by, the contractor's activities during or relating to the performance of service under this Agreement.



Contractor agrees to hold harmless and to indemnify District for:

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

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

#### AGREED:

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

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

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

\_\_\_\_\_  
Date

July 5, 2012

\_\_\_\_\_  
Date

Associate Superintendent of Business

\_\_\_\_\_  
Title

Christine Lanphere, co-Site Director

\_\_\_\_\_  
Title

Title II

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

Capital World Language Project c/o University Enterprises, Inc.  
\_\_\_\_\_  
Address

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

Hornet Bookstore, Suite 3400, 6000 J Street

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

Sacramento, CA 95819-6111

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

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

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

File: CntrctSrvcs.dot

Disk: S:\shared



# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. James C. Franco, Superintendent  
**FROM:** Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources  
**DATE:** December 14, 2012  
**SUBJECT:** Approve Overnight Travel for the Tracy High School Mock Trial Team and Advisors to Attend the NorCal Mock Trial Invitational in Atherton, CA on January 12-13, 2013

**BACKGROUND:** Through hard work and determination, the Tracy High School Mock Trial Team has been invited to take part in a very prestigious event held in Atherton, CA. The Tracy High School Mock Trial Team consisting of twenty students, Justin Nunn, Advisor, Maryann Bird, Coach, and Ron Indran, Coach will travel to Atherton, CA, for the Nor Cal Mock Trial Invitational. The advisor and coaches will transport the students in private vehicles, all drivers will be District approved prior to the trip. They will stay at the Holiday Inn Express in Redwood City.

**RATIONALE:** The Mock Trial competition involves students playing the roles of attorneys and witnesses in a courtroom presentation. This competition involves aspects of drama, debate, and critical thinking. The San Joaquin County Office of Education, in cooperation with other counties throughout the state, organizes and underwrites this program. This aligns with Strategic Goal #7: Develop and utilize partnerships that contribute to the achievement of District goals.

**FUNDING:** The entrance fee which includes breakfast and lunch and the cost of the hotel is being paid by the Superintendent's Office. All other expenses will be funded by donations.

**RECOMMENDATION:** Approve Overnight Travel for the Tracy High School Mock Trial Team and Advisors to Attend the NorCal Mock Trail Invitational in Atherton, CA on January 12-13, 2013

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



TRACY  
UNIFIED SCHOOL DISTRICT

# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. James Franco, Superintendent  
**FROM:** Dr. Sheila Harrison, Assistant Superintendent for Educational Services and Human Resources  
**DATE:** December 12, 2012  
**SUBJECT:** Approve Agreement for Special Contract Services Between Peacemakers and Monte Vista Middle School to Provide Parent Liaison Services Throughout the Second Semester of the 2012-2013 School Year

**BACKGROUND:** The Peacemakers have been a successful support system for Monte Vista Middle School at-risk students for the last several years. As a result, they have gotten to know many of our students as well as their families. Peacemaker's purpose is to help with intervention and prevention for at-risk students. In addition, they provide support for teachers in communicating with parents regarding student achievement and/or behavior.

**RATIONALE:** In order to continue to improve the academic achievement of the students at Monte Vista Middle School we would like to have Peacemakers provide us with an official part-time Parent Liaison to help with communication between the school and our students' homes. We have found it to be challenging to communicate with our families regarding students' achievement or behavior during the school day. Since the Peacemakers have been assisting us with our at-risk students, some of the families are already familiar with the services of our Peacemakers, and because they help teachers as well, the support would be well-appreciated by the staff. This supports District Strategic Goal #2: Ensuring that all students meet or exceed grade level standards and that the achievement gap between identified student subgroups is closed, as well as both MVMS Goal #1: Improving students' achievement and MVMS Goal #4: Improving parent involvement.

**FUNDING:** This training will be paid from Title I Parent Involvement Categorical funds. The total amount paid to Peacemakers will include \$12.00 per hour for a total of 416 hours, not to exceed \$5,000.00.

**RECOMMENDATION:** Approve Agreement for Special Contract Services Between Peacemakers and Monte Vista Middle School to Provide Parent Liaison Services Throughout the Second Semester of the 2012-2013 School Year

**Prepared by:** Susan O'Hara-Jones, Principal, Monte Vista Middle School

# TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Avenue, Tracy, California 95376

## AGREEMENT FOR SPECIAL CONTRACT SERVICES

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

1. Contractor shall perform the following duties: Approve Agreement for Special Contract Services Between Peacemakers and Monte Vista Middle School to Provide Parent Liaison Services Throughout the Second Semester of the 2012-2013 School Year.
2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of four hundred sixteen ( 416 ) HOURS/DAYS (circle one), under the terms of this agreement at the following location: Monte Vista Middle School.
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
  - a. District shall pay \$12.00 per HOUR/DAY/FLAT RATE (circle one), not to exceed a total of \$ \$5,000.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
  - b. District [ ☐ ] SHALL; [ ☒ ] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the district rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ 0 for the term of this agreement.
  - c. District shall make payment on a [ ☒ ] MONTHLY PROGRESS BASIS, [ ☐ ] SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.
4. The terms of the agreement shall commence on January 15, 2013, and shall terminate on May 31, 2013.
5. This agreement may be terminated at any time during the term by either party upon 30 day's written notice.
6. Contractor shall contact the District's designee, Susan O'Hara-Jones at (209) 830-3340 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.
7. The parties intend that an independent contractor relationship be created by this contract and District assumes no responsibility for workers' compensation liability. District likewise assumes no responsibility for liability for loss, damage, or injury to person(s) or property resulting from, or caused by, the contractor's activities during or relating to the performance of service under this Agreement.



Contractor agrees to hold harmless and to indemnify District for:

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

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

**AGREED:**

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

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

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

\_\_\_\_\_  
Address

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

\_\_\_\_\_  
Linda Boragno-Dopp, Director of Alternative Programs  
Budget Approval

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

Send all copies to the Business Office:

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



# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. James C. Franco, Superintendent  
**FROM:** Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources  
**DATE:** December 11, 2012  
**SUBJECT:** **Approve Overnight Travel for Tracy High School Cheer Team and Coaches to Participate in Jammz Nationals Competition in Las Vegas, NV on February 6-8, 2013**

**BACKGROUND:** The Tracy High Cheer team has qualified and has been invited to attend the Jammz Nationals in Las Vegas on February 6-8, 2013. The Tracy High Cheer Team qualified for the Jammz Nationals by participating in a local competition. Sixteen students, two coaches, and four District approved parent volunteers will attend this event. The team will be staying at the Orleans Resort Hotel in Las Vegas, NV. The team will be transported to and from the event in private vehicles driven by District approved drivers. Supervision will be provided by the coaches, parent volunteers, and Jammz Nationals event staff.

**RATIONALE:** The team has worked very hard to earn placement to participate in this event. It will give the team a great opportunity to represent Tracy at the national competition. This aligns with Strategic Goal #2: Ensure that all students meet or exceed grade level standards and that the achievement gap between the identified student subgroups is closed and Goal #3: Provide a safe and equitable learning environment for all students and staff.

**FUNDING:** There will be no cost to the District. Expenses will be paid out of the Tracy High Cheer Team ASB account. All funding for this trip will be paid through a combination of fundraising opportunities. Costs will not exceed \$2,000.

**RECOMMENDATION:** Approve Overnight Travel for Tracy High School Cheer Team and Coaches to Participate in Jammz Nationals Competition in Las Vegas, NV on February 6-8, 2013

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





# HUMAN RESOURCES MEMORANDUM

**TO:** Dr. James Franco, Superintendent  
**FROM:** Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources  
**DATE:** December 27, 2012  
**SUBJECT:** Approve Classified, Certificated, and/or Management Employment

## BACKGROUND:

Gandia, Jun Clyde

Hemmingson, Sandi

Munira, Qurat

Saavedra, Sonia

Wallis, Olga

## CLASSIFIED

Para Educator I (Replacement)  
\*Filled by current TUSD employee  
Monte Vista Middle School  
Range 24, Step C - \$13.73 per hour  
5 hours per day  
Funding: General Fund

Para Educator I (New)  
Villalovoz Elementary School  
Range 24, Step C - \$13.73 per hour  
3 hours per day  
Funding: EIA – 50% and Title 1 – 50%

School Supervision Assistant (New)  
\*Filled by current TUSD employee  
South/West Park  
Range 21, Step A - \$11.69 per hour  
2 hours per day  
Funding: General Fund

School Supervision Assistant (New)  
South/West Park  
Range 21, Step A - \$11.69 per hour  
2 hours per day  
Funding: General Fund

Food Service Worker (Replacement)  
\*Filled by current TUSD employee  
Tracy High School  
Range 22, Step E - \$14.37 per hour  
4 hours per day  
Funding: Child Nutrition – School Program

**BACKGROUND:**

Money, Elizabeth

**MANAGEMENT/CLASSIFIED  
CONFIDENTIAL**

Elementary School Secretary (Replacement)  
George Kelly School  
Range LMH 8, Step C - \$22.15 per hour  
8 hours per day  
Funding: General Fund

**BACKGROUND:**

Juarez, Frank

**COACHES**

Freshman Baseball  
Tracy High School  
Stipend: \$3,245.36

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

**Prepared by:** Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources



# HUMAN RESOURCES MEMORANDUM

**TO:** Dr. James Franco, Superintendent  
**FROM:** Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources  
**DATE:** December 27, 2012  
**SUBJECT:** Accept Resignations/Retirements/Leave of Absence for Classified, Certificated, and/or Management Employment

**BACKGROUND:**

**CLASSIFIED RESIGNATION**

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
Crader, Lisa Para Educator II (APE)	District Wide	12/11/12	Personal
Ellis, Gavin School Supervision Assist.	Jacobson	01/04/13	Personal
Fisher, Kristi School Supervision Assist.	Jacobson	11/25/12	Personal
Gandia, Jun Clyde School Supervision Assist.	Hirsch	12/7/12	Accepted Para Educator I position at MVMS
Khalid, Fauzia ECD Assoc. Instructor	STEPS	01/04/13	Personal
Lopez-Lozano, Carmen Bilingual Para Educator I	Kelly	12/14/12	Personal
Munira, Qurat School Supervision Assist.	Kelly	12/7/12	Accepted School Supervision Assist. position at S/WP
Wallis, Olga Food Service Worker	THS	12/6/12	Accepted 4 hour Food Service Worker position

**RECOMMENDATION:** Accept Resignations/Retirements/Leave of Absence for Classified, Certificated, and/or Management Employment

**Prepared by:** Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources



# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. James Franco, Superintendent  
**FROM:** Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources  
**DATE:** December 4, 2012  
**SUBJECT:** Adopt Resolution No. 12-11 Approving the State Preschool Facilities Renovation and Repair (FRR) Contract for \$6,000 and to Authorize Designated Personnel to Sign Contract Documents

**BACKGROUND:** Tracy Unified School District operates a State Preschool Program at South/West Park Elementary School for which the District receives special state funding. Our state preschool was awarded an additional \$6,000 to replace the broken spiral slide in the preschool/kindergarten playground.

**RATIONALE:** The Facilities Renovation and Repair fund of \$6,000 will allow the State Preschool Program to purchase a new spiral slide which meets Title 22, Division 12 licensing requirements for health and safety. The District's participation in the State Preschool Program supports District Strategic Goal #3: Provide a safe and equitable learning environment for all students and staff.

**FUNDING:** There is no cost to the District.

**RECOMMENDATION:** Adopt Resolution No. 12-11 Approving the State Preschool Facilities Renovation and Repair (FRR) Contract for \$6,000 and to Authorize Designated Personnel to Sign Contract Documents

**Prepared by:** Ramona Soto-Barajas – Principal-Director, South/West Park Elementary School



**TRACY**  
UNIFIED SCHOOL DISTRICT

**TRACY UNIFIED SCHOOL DISTRICT  
RESOLUTION NO. 12-11**

**RESOLUTION AUTHORIZING THE STATE PRESCHOOL FACILITIES  
RENOVATION AND REPAIR (FRR) CONTRACT FOR \$6,000 AND LINDA  
BORAGNO-DOPP AND DR. CASEY GOODALL, DESIGNATED PERSONNEL  
TO SIGN CONTRACT DOCUMENTS FOR THE STATE PRESCHOOL  
PROGRAM FOR 2012 – 2013.**

**WHEREAS**, the Tracy Unified School District operates a State Preschool Program on the South/West Park campus for which the District receives State funding; and

**WHEREAS**, the California Department of Education requires Governing Board approval of the resolution authorizing the District to enter into a contract to receive this State funding; and

**WHEREAS**, the authorized signatures for this contract are Dr. Casey Goodall, Associate Superintendent of Business Services and Linda Boragno-Dopp, Director of Alternative Programs.

**NOW, THEREFORE BE IT RESOLVED**, that the *Tracy Unified School District Board of Education* does hereby adopt Resolution No. 12-11 to approve the State Preschool Facilities Renovation and Repair (FRR) Contract for \$6,000 and to authorize Linda Boragno-Dopp and Dr. Casey Goodall, designated personnel to sign contract documents for the State Preschool program for 2012-13.

**PASSED AND ADOPTED** this 8<sup>TH</sup> day of January 2013, by the Board of Trustees of the Tracy Unified School District by the following vote:

**AYES:**

**NOTES:**

**ABSENT:**

**ABSTAIN:**

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**Board of Trustees  
Tracy Unified School District**

Attested:

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

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**Board of Trustees  
Tracy Unified School District**



CALIFORNIA DEPARTMENT OF EDUCATION  
1430 N Street  
Sacramento, CA 95814-5901

F.Y. 12-13 thru 14-15

DATE: July 01, 2012

CONTRACT NUMBER: CRPM-2066

PROGRAM TYPE: FACILITIES RENOVATION  
AND REPAIR

PROJECT NUMBER: 39-7549-00-2

LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES

CONTRACTOR'S NAME: TRACY JOINT UNIFIED SCHOOL DISTRICT

By signing this contract and returning it to the State, you are agreeing to use the funds identified below for the purpose of child care and development renovation and repair projects to maintain compliance with State health and safety requirements, to comply with the American with Disabilities Act (ADA), or to purchase or replace equipment necessary for the health and safety in accordance with the CHILD CARE AND DEVELOPMENT FUND-PROGRAM REQUIREMENTS FOR FACILITIES RENOVATION AND REPAIR PROJECTS (Exhibit D), the attached APPLICATION (Exhibit C) with any modifications noted, and SERVICE LOCATION(s) (Exhibit B) which by this reference are incorporated herein. The Contractor's signature also certifies compliance with "General Terms and Conditions," (GTC-610/Exhibit A) for State Contracts which are attached hereto and by this reference incorporated herein.

These funds shall not be used for any purpose considered nonreimbursable pursuant to the current Center-Base Funding Terms and Conditions (FT&Cs) and Title 5, California Code of Regulations.

Funding of this contract is contingent upon appropriation and availability of funds. This contract may be terminated immediately by the State if funds are not appropriated or available in amounts sufficient to fund the State's obligations under this contract. The period for which expenditures may be made with these funds shall be from July 01, 2012 through June 30, 2015. The total amount payable pursuant to this agreement shall not exceed \$6,000.00.

Expenditure of these funds shall be reported quarterly to the Child Development Fiscal Services Division (CDFS) on Form CDFS-9529. Quarterly reporting must be submitted for reimbursement of expenditures. For non-local educational agencies, expenditures made for the period July 1, 2012 through June 30, 2013 shall be included in their 2012-13 audit. Expenditures for the period July 1, 2013 through June 30, 2014 shall be included in the 2013-14 audit. Expenditures for the period July 1, 2014 through June 30, 2015 shall be included in the 2014-15 audit. All audits are due by the 15th of the fifth month following the end of the contractor's fiscal year or earlier if specified by the CDE. The audits for School Districts and County Offices shall be submitted in accordance with Education Code Section 41020.

Any provision of this contract found to be in violation of Federal or State statute or regulation shall be invalid but such a finding shall not affect the remaining provisions of this contract. Exhibit A, General Terms and Conditions attached.

STATE OF CALIFORNIA		CONTRACTOR	
BY (AUTHORIZED SIGNATURE)		BY (AUTHORIZED SIGNATURE)	
PRINTED NAME OF PERSON SIGNING Margie Burke, Manager		PRINTED NAME AND TITLE OF PERSON SIGNING Linda T. Boragno - DPP	
TITLE Contracts, Purchasing & Conference Services		ADDRESS	
AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 6,000	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE Special/CCFRF	
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT \$ 0	(OPTIONAL USE) EDIT 24861-7549	Department of General Services use only	
TOTAL AMOUNT ENCUMBERED TO DATE \$ 6,000	ITEM 30.10. 6110-702-0620	CHAPTER 299/97	STATUTE 1997
OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-6145 Rev-8590		FISCAL YEAR 2012-2013	
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.		T.B.A. NO.	B.R. NO.
SIGNATURE OF ACCOUNTING OFFICER		DATE	



EXHIBIT A

GENERAL TERMS AND CONDITIONS

1. APPROVAL: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
2. AMENDMENT: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. ASSIGNMENT: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. AUDIT: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
5. INDEMNIFICATION: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.
6. DISPUTES: Contractor shall continue with the responsibilities under this Agreement during any dispute.
7. TERMINATION FOR CAUSE: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. INDEPENDENT CONTRACTOR: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

9. RECYCLING CERTIFICATION: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

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

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 307 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS: Time is of the essence in this Agreement.

13. COMPENSATION: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT: For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER:

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

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FY 2012-13 Facilities Renovation and Repair      Exhibit B  
Round 1  
Service Location(s)

Applicant	County	Vendor	Site Name
Tracy Joint Unified School District	San Joaquin	7549	South/West Park State Preschool

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Monday, June 18, 2012

CCC-307

**CERTIFICATION**

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i>		<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County of</i>	

**CONTRACTOR CERTIFICATION CLAUSES**

1. **STATEMENT OF COMPLIANCE:** Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

2. **DRUG-FREE WORKPLACE REQUIREMENTS:** Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,
- 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the

certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at [www.dir.ca.gov](http://www.dir.ca.gov), and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations,



or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts over \$100,000 executed or amended after January 1, 2007, the contractor certifies that contractor is in compliance with Public Contract Code section 10295.3.

## DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

- 1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- 2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

- 1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- 2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.



# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. James Franco, Superintendent  
**FROM:** Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources  
**DATE:** December 13, 2012  
**SUBJECT:** Approve Revisions to BP 5141.33 HEAD LICE (Second Reading)

**BACKGROUND:** Board Policy 5141.33 currently states, "If nits or lice were found, the student would be excluded and parents/guardians informed." Current data does not support school exclusion for nits.

**RATIONALE:** By following the evidence-based recommendations of state and national health organizations, the policies and practices of the District will reduce embarrassment for students and anxiety for parents and school staff and will prevent unnecessary absences and the potential negative effects on academic performance.

The management of pediculosis should not disrupt the educational process. Children found with live head lice shall be referred to the parent for treatment and temporarily excluded from school. Upon Board approval, changes will be made in the Parent Handbook, sites will be notified of the new protocol and how to implement the changes made by the new policy. In addition, literature will be provided to the sites in order to communicate the new policy to parents. This agenda item meets District Strategic Goal #5: Continuously improve fiscal, facilities and operational processes.

**FUNDING:** No additional funding; Health Services will continue to oversee the designated site personnel, regarding the new protocol.

**RECOMMENDATION:** Approve Revisions to BP 5141.33 HEAD LICE (Second Reading)

**Prepared by:** Cynthia Edmiston, Coordinator of Health Services

**HEAD LICE**

**The Board of Trustees recognizes that head lice infestations do not pose a health hazard, are not a sign of uncleanliness, and are not responsible for the spread of any disease. The District is committed to maximizing student's academic performance and well-being in a healthy and safe environment.**

Because head lice are not uncommon and spread, the Superintendent or designee shall send information about the treatment and control of head lice to parents/guardians as needed, to prevent the spread of infestations.

**By following the evidence-based recommendations of state and national health organizations, the policies and practices of the District will reduce embarrassment for students and anxiety for parents and school staff and will prevent unnecessary absences and the potential negative effects on academic performance.**

**The management of pediculosis should not disrupt the educational process. Children found with live head lice shall be referred to the parent for treatment and temporarily excluded from school. (Data does not support school exclusion for nits).**

~~School employees shall report all suspected cases of head lice to their school office. The school office staff, under the direction of the nurse, shall examine the student and any siblings of affected students or members of the same household. Staff shall make every effort to maintain the privacy of students identified as having head lice. When lice or untreated nits are found, the student shall be sent home as soon as possible with proper parental notification.~~

~~If nits or lice are found, the student shall be excluded and parents/guardians informed about recommended treatment procedures, ways to check the hair, and sources of further information.~~ **School employees shall report all suspected cases of head lice to the school nurse or designee as soon as possible. The nurse or designee shall examine the student and any siblings of affected students or members of the same household. If live lice are found, the parents of the student will be informed that the student will be excluded from attendance at the end of the school day. Parents/guardians shall be informed about recommended treatment procedures and sources of further information.**

~~The Governing Board recognizes that responsibility for the treatment of head lice rests with the home. If the student has head lice, all students in the classroom will also be inspected.~~

~~The principal shall send home the notification required by law for excluded students. The absence shall be treated in the same manner as an excused absence due to a medical problem for a maximum of two days. Excluded students may return to school after they have had treatment and when reexamination by school personnel shows that all lice and nits have been removed.~~

**Legal Reference:**

EDUCATION CODE

48210-48214 Persons excluded

*Page 2 of 2*

49451 Physical examinations: parent's refusal to consent

(cf. 5141.3 - *Health Examinations*)

(cf. 5141.6 - *Student and Social Services*)

The Superintendent or designee shall send home the notification required by law for excluded students. (Education Code 48213)

(cf. 5112.2 - *Exclusions from Attendance*)

(cf. 5145.6 - *Parental Notifications*)

**Staff shall maintain the privacy of students identified as having head lice and excluded from attendance.**

(cf. 4119.23/4219.23/4319.23 - *Unauthorized Release of Confidential/Privileged Information*)

*Excluded students may return to school after treatment, and shall be reexamined by the school nurse or designee to determine they are louse free prior to admission to class. BP 5141.33*

*Legal Reference:*

**EDUCATION CODE**

48210-48214 *Persons excluded*

49451 *Physical examinations: parent's refusal to consent*

5113.1 *Truancy*

5125 *Student Records*

**Management Resources:**

**AMERICAN ACADEMY OF PEDIATRICS**

*Clinical Report Head Lice: Pediatrics, Official Journal of the American Academy of Pediatrics, July 2010*

**CALIFORNIA DEPARTMENT OF PUBLIC HEALTH**

*Guidance on Head Lice Prevention and Control for School Districts and Child Care Facilities, 2012*

**CALIFORNIA SCHOOL NURSES ORGANIZATION**

*Position Statement: Pediculosis Management, 2011*

**CENTERS FOR DISEASE CONTROL AND PREVENTION**

*Head Lice Information for Schools, 2010*

*Replaces BP/AR 5141.33 (6/09/98))*