

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

NOTICE
REGULAR MEETING OF THE GOVERNING BOARD
TRACY UNIFIED SCHOOL DISTRICT

DATE: TUESDAY, NOVEMBER 28, 2006

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

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

A G E N D A

1. **Call to Order**
2. **Roll Call – Establish Quorum**
Board: G. Crandall, J. Feller, T. Hawkins, K. Lewis, G. Machado, B. Swenson, J. Vaughn
Staff: J. Franco, J. Mousalimas, C. Goodall, S. Harrison and B. Etcheverry.
3. **Closed Session:** Opportunity to Address the Board Regarding Closed Session Items which follow. Closed session is limited to consideration of items specifically authorized under the Government Code and/or the Education Codes School Year.
 - 3.1 **Educational Services:**
 - 3.1.1 Findings of Facts: #FF06-07/74, 75, 76, 77, 78, 81
 - 3.1.2 Application for Reinstatement: #AR06-07/30
Action: Motion___; Second___. **Vote:** Yes ___; No ___; Absent ___; Abstain ___.
 - 3.1.3 Waiver of Expulsion: #WE06-07/3, 4, 5, 6
Action: Motion___; Second___. **Vote:** Yes ___; No ___; Absent ___; Abstain ___.
 - 3.2 **Human Resources:**
 - 3.2.1 Consider Leave of Absence Request for Certificated Employee #UC-443, Pursuant to Article XX
Action: Motion___; Second___. **Vote:** Yes ___; No ___; Absent ___; Abstain ___.
 - 3.2.2 Consider Leave of Absence Request for Certificated Employee #UC-444, Pursuant to Article XX
Action: Motion___; Second___. **Vote:** Yes ___; No ___; Absent ___; Abstain ___.
 - 3.2.3 Consider Public Employee/Employment/Discipline/Dismissal/Release
Action: Motion___; Second___. **Vote:** Yes ___; No ___; Absent ___; Abstain ___.
 - 3.2.4 Conference with Legal Counsel – Anticipated Litigation
Government Code Section 54956.9: 1 case
 - 3.2.5 Conference with Labor Negotiator
Agency Negotiator: Jamie Mousalimas,
Assistant Superintendent of Human Resources
Employee Organization: CSEA, TEA

4. Adjourn to Open Session

Pg. No.

5. Call to Order and Pledge of Allegiance

6. Closed Session Issues:

6a Action on Findings of Fact #FF06-07/74, 75, 76, 77, 78, 81

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

6b Report Out of Action Taken on Application for Reinstatement #AR06-07/30

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

6c Report Out of Action Taken on Waiver of Expulsion: #WE06-07/3, 4, 5, 6

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

6d Report Out of Action Taken on Consider Leave of Absence Request for Certificated Employee #UC-443, Pursuant to Article XX

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

6e Report Out of Action Taken on Consider Leave of Absence Request for Certificated Employee #UC-444, Pursuant to Article XX

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

7. Approve Regular Minutes of November 14, 2006.

1-6

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

8. Student Representative Reports: Tracy High: Megan Wingo; West High: Ryan Elwood; Duncan Russell: Alejandro Camacho.

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

9.1 Recognize the West High Varsity Soccer Team for Capturing TCAL League Title and CIF Section Runner-Up

9.2 Recognize the Tracy High Sophomore Football Team for Capturing SJAA League Title

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

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

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

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

Pg. No.

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

11.1 Administrative & Business Services: None.

11.2 Educational Services:

11.2.1 Receive Report on Implementation of the Supplemental Counseling Program Through Hiring Up to an Additional Six Counselors

7-12

- 12. PUBLIC HEARING:** None.

- 13. Consent Items:** Actions proposed for consent are consistent with the approved practices of the district and are deemed routine in nature. Trustees receive board agenda background information in advance of scheduled meetings and are prepared to vote with knowledge on the consent items.

Action: Motion__; Second__. **Vote:** Yes__; No__; Absent__; Abstain__

13.1 Administrative & Business Services:

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

13-15

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

16-17

13.2 Educational Services:

13.2.1 Approve Special Services Contract with the Respect for All Project to Present at the Staff Development Buy Back Day on Wednesday, January 31, 2007

18-21

13.2.2 Ratify Master Contract and Individual Services Agreement with Reyn Franca School, NPS

22-44

13.2.3 Approve Overnight Travel for Tracy High Cheer and Dance Teams and Coaches to Participate in the USA Spirit Nationals in Southern California on March 22-25, 2007

45

13.2.4 Approve State Preschool Grant for \$611 and Resolution Certifying Linda Boragno-Dopp and Casey Goodall to be the Designated Personnel to Sign Contracts for the State Preschool Program for 2006-07.

46-54

13.2.5 Approve Overnight Travel for Tracy High Varsity Wrestling Team and Two Coaches to Attend the Artichoke Invitational Wrestling Tournament in Castroville, CA on January 5-6, 2006

55

13.2.6 Approve Overnight Travel for the Varsity Wrestling Team on December 8-9, 2006 to Attend the Lemoore Duals Wrestling Tournament in Lemoore, CA

56

13.2.7 Ratify Master Contract and Individual Services Agreement with Oak Grove Institute

57-77

13.2.8 Approve Fantasy Theatre "That's History with a Twist" on December 6, 2006 at Art Freiler School

78-81

13.2.9 Hire Additional Counselors Utilizing AB 1802 Funding

82

13.3	Human Resources:	Pg. No.
13.3.1	Approve Classified, Certificated and/or Management Employment	83
13.3.2	Accept Resignations/Retirements/Leaves of Absence for Classified, Certificated, and/or Management Employment	84
14.	Action Items: Action items are considered and voted on individually. Trustees receive background information and staff recommendations for each item recommended for action in advance of scheduled meetings and are prepared to vote with knowledge on the action items.	
14.1	Administrative & Business Services:	
14.1.1	Approve Revision to the Food Service Administrative Regulation AR 3553 – Free/Reduced Priced Meals – 2 nd Reading – Intent to Adopt	85-87
Action:	Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain___.	
14.1.2	Consider Claim No. 13-0506 TUSD	88
Action:	Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain___.	
14.2	Educational Services:	
14.2.1	Approve Addition of One School Resource Officer	89
Action:	Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain___.	
15.	Board Reports: An opportunity for board members to discuss items of particular importance or interest in the district.	
16.	Superintendent’s Report: An opportunity for the superintendent to share matters of special interest or importance which are not on the board agenda and/or special presentations of district programs or activities.	
17.	Board Meeting Calendar:	
17.1	December 12, 2006	
17.2	January 9, 2007	
17.3	January 23, 2007	
17.4	February 13, 2007	
17.5	February 27, 2007	
18.	Upcoming Events:	
18.1	November 22 - January 2, 2007	Winter Break, Yellow Track
18.2	December 16 - January 1, 2007	Winter Break, Traditional
18.3	December 20 - January 1, 2007	Winter Break, Red & Blue Track
18.4	December 20 - January 31, 2007	Winter Break, Green Track
18.5	January 15, 2007	No School, Martin Luther King Day
18.6	January 31, 2007	No School, Staff Dev. Day
18.7	February 12, 2007	No School, Lincoln’s Birthday
18.8	February 19, 2007	No School, Presidents’ Day

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

**Minutes of
Regular Meeting of the Governing Board
For Tracy Unified School District
Held on Tuesday, November 14, 2006**

- 5:30 PM:** President Machado called the meeting to order and adjourned to closed session.
- Roll Call:** Board: G. Crandall J. Feller, T. Hawkins, K. Lewis, G. Machado, B. Swenson, J. Vaughn.
Staff: J. Franco, J. Mousalimas, C. Goodall, S. Harrison, B. Etcheverry.
- 7:02 PM:** President Machado called the Tracy Unified School District Board of Education to order and led those present in the Pledge of Allegiance.
- Closed Session:**
- 6a** Action on Findings of Fact #FF06-07/34, 36, 37, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 60, 62, 63, 66, 67, 68, 69, 70, 71, 72, 73
Action: Lewis, Crandall. **Vote:** Yes-7; No-0.
- 6b** Report Out of Action Taken on Application for Reinstatement #AR06-07/28, 29
Action: **Vote:** Yes-7; No-0.
- 6c** Report Out of Action Taken on Waiver of Expulsion: #WE06-07/2
Action: **Vote:** Yes-7; No-0.
- 6d** Report Out of Action Taken on Consider Leave of Absence Request for Certificated Employee #UC-442, Pursuant to Article XX
Action: **Vote:** Yes-7; No-0.
- Employees Present:** W. Gouveia, K. Fistolera, B. Montgomery, C. Minter, J. Wichman, S. Martin, C. Cowden, N. Kettner, S. Strube, K. Inouye, K. Fitzpatrick, D. Boyd, M. Torres, J. Bussey, P. Furtado, J. Fine, G. Wells, S. Johnson, D. Traina. C. San Julian, M. Barron, R. Pearlman, D. Pickering, R. Soto, T. Rivera, J. Wakefield, R. Davis, E. Lobaugh, P. Hand, B. Willner, R. Frame, M. Verduzco, T. Azama, D. Wing, N. Link, G. Lindquist, C. Watson, J. Heerema, S. Sievers, R. Call, T. Lilley, A. Vela-Telles, B. Andrade, J. Borrego
- Press:** None.
- Visitors Present:** B. Selva, L. Selva, B. Wing, G. Gill, T. Delange, J. Chariez, T. Nghiem, G. Gonzalez, S. Brar, C. Crandall, J. Bussey, H. Huckabay, B. Schaap, B. Delange, B. Nghiem, N. Pearlman, A. Morales, G. Arranaga
- Minutes:** **Approve Regular Minutes of October 24, 2006.**
Action: Hawkins, Vaughn. **Vote:** Yes-6; No-0; Abstain-1(Crandall)
Minutes are public information and available for review in the Superintendent's Office during regular business hours.

**Student
Representative
Reports:**

None.

**Recognition &
Presentation:**

9.1 Recognize the Outstanding Employees of the Fall Term for the 2006-2007 School Year

The following employees were recognized as the Outstanding Employees of the Fall Term for the 2006-2007 School Year:
Matt Netto (9-12 certificated at Tracy High). He was unable to attend tonight, but we will invite him back at the next meeting.
Maricio Verduzco (K-5 classified at Hirsch). Tiger Azama (6-8 certificated at Freiler); Diana Wing (9-12 classified at Tracy High); Donna Boyd (K-5 certificated at Hirsch); Janice Bussey (Certificated Management, ICGG, Staff Development); Ana Vela-Telles (6-8 classified, at POET)

9.2 Freiler Elementary School Site Update on Achievements & Activities

Principal Marylee Barron, Math teacher, Debbie Wittkowske and a group of students from the Math enrichment program and Green Light Students explained their classes and what they do.

9.3 Williams Middle School Site Update on Achievements & Activities

Principal, Barbara Montgomery, reviewed the various programs available at Williams such as math intervention, diversity awareness, counseling program, grief counseling, PE and fitness testing and AVID program which is a regional demonstration school for the AVID program. Some of their activities and fundraisers include leadership, coats for kids, pennies for patients, canned food drive, rallies and a winter dance in December. There are 1,350 students enrolled at Williams Middle School.

Dr. Franco introduced two of our new assistant principals, Sam Strube at Williams Middle School and Roland Davis at George Kelly School.

**Hearing of
Delegations**

TEA President, Steve Sievers, reported that he has been talking to teachers about what would make their jobs better. They are concerned about the cost of their benefits going up. They could make it better by improving student attendance from 92% to 97%. If the District could receive more ADA, he would like to put it towards employee benefits. He feels that this would improve morale. He is willing to work on any committee to make this happen.

**Information &
Discussion Items:**

11.1 Administrative & Business Services

11.1.1 Acknowledge Report on Heating, Ventilation, and Air Conditioning Maintenance for October 2006

Associate Superintendent, Dr. Casey Goodall, presented a power point on the progress of the maintenance program and a monthly report will be provided in future agenda items.

11.2 Educational Services

11.2.1 Receive Update and Report on High Priority School Grant Program (HPSGP) for Central Elementary and Delta Island School

Assistant Superintendent, Dr. Sheila Harrison, presented a power point along with Delta Island Principal, Ramona Soto, and Central Principal, Nancy Link, which provided an overview of the grant, and the timeline to submit the grant. If successful, it will pay \$400 per student for up to four years. This grant provides resources to help meet State and Federal mandates.

11.2.2 Receive Report on School Resource Officer Program

Director of Student Services, Rebecca Frame, review the role of our School Resource Officers and the District's increased demand to maintain the same level of service.

11.3 Human Resources:

11.3.1 Human Resources Annual Report

Assistant Superintendent of Human Resources, Jamie Mousalimas, and Director, Nancy Kettner, presented a power point which introduced the staff of Human Resources and reviewed statistics on the various jobs they do and issues they handle. This will become an annual report.

This item was moved up on the agenda.

Public Hearing:

None.

Consent Items:

Action: Lewis, Crandall. **Vote:** Yes-7; No-0.

Item 13.1.6 was voted on separately.

13.1 Administrative & Business Services:

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

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

- 13.1.3 Approve Monthly Budget Adjustment Report
- 13.1.4 Approve Revolving Cash Fund Reports for October, 2006
- 13.1.5 Approve Accounts Payable Warrants Reports for October, 2006
(Under Separate Cover)

13.1.6 Accept Donations

Action: Crandall, Vaughn. **Vote:** Yes-7; No-0.

This item was moved up on the agenda.

13.2 Educational Services:

- 13.2.1 Approve Service Agreement with aha! Process Inc for Dr. Paul Slocumb to Present at the State Development Buy Back Day on Wednesday, January 31, 2007
- 13.2.2 Ratify Service Agreement for California State University Long Beach Foundation for the 2006-2007 School Year
- 13.2.3 Ratify Payment to Parent for Transportation and Lodging Reimbursement
- 13.2.4 Ratify Master Contract and Individual Service Agreements with Devereux Texas Treatment Network
- 13.2.5 Ratify Contract with Mediscan Staffing Services for Speech/Language Pathologist
- 13.2.6 Ratify Master Contract and Individual Service Agreement with Central Valley Autism Project
- 13.2.7 Ratify Overnight Travel to Aptos, California, for Special Education Students in Adapted Physical Education
- 13.2.8 Approve Agreement for Special Contract Services with Patricia Schetter, Autism Specialist for January 31st Buy Back Day
- 13.2.9 Approve Special Services Contract with the Stanislaus County Office of Education for Alane Vaughn to Train Teachers on Holt Curriculum on January 31, 2007
- 13.2.10 Approve School Site Single Plans for Student Achievement and Site Categorical Budgets for 2006-2007 School Year
- 13.2.11 Approve the Performance of "The Lion, The Witch, and The Wardrobe" for McKinley School on December 12, 2006
- 13.2.12 Approve the Children's Theatre Center Performance of the Arithmetickles for McKinley School of January 24, 2006
- 13.2.13 Approve the Start Dreamin' Assembly at McKinley Elementary to be Held on March 28, 2007
- 13.2.14 Approve the Hampstead Players Performance of "Greek Mythology for Kids I", at McKinley Elementary to be Held on May 8, 2007
- 13.2.15 Approve Traveling Teacher Program from Modesto Junior College to Teach Science Lesson to 5th Graders at South School
- 13.2.16 Ratify Service Agreement for Data Works Educational Research to Serve as the Outside Entity for Central Elementary Schools in the High Priority Schools Grant

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 Authorize the Director of Transportation to Bid and Award the Purchase of Two Maintenance Vehicles for the Maintenance Department HVAC Team and One New Food Service Delivery Vehicle

Action: Hawkins, Lewis. **Vote:** Yes-7; No-0.

- 14.1.2 Consider Claim No. 1-0607 TUSD

Action: Denied Claim - Lewis, Crandall. **Vote:** Yes-7; No-0.

- 14.1.3 Acknowledge Revisions to Administrative Regulation 3553 Free and Reduced Meals – 1st Reading

Action: Vaughn, Swenson. **Vote:** Yes-7; No-0.

14.2. Educational Services:

- 14.2.1 Approve Tracy Unified School District's Comprehensive Guidance Counseling Program Plan with the Addition of the Supplemental Counseling Program Requirements

Action: Hawkins, Vaughn. **Vote:** Yes-7; No-0.

14.3 Human Resources:

- 14.3.1 Approve Memorandum of Understanding (MOU) with San Joaquin County Office of Education Teacher Development

Action: Crandall, Lewis. **Vote:** Yes-7; No-0.

- 14.3.2 Adopt New/Revised Board Policies and Acknowledge New/Revised Administrative Regulations with Minor or No Changes to be Compliant with CSBA Guidelines – 2nd Reading, Intent to Adopt

Action: Lewis, Vaughn. **Vote:** Yes-7; No-0.

Board Reports:

Trustee Lewis attended Poet's presentation of School House Rock. He also attended a few of the soccer games of West High. They lost their final playoff game. Folsom High School and Lincoln's Stadium have nice fields and campuses. It's time to order poinsettias from West High's FFA. He also helped deliver barrels today for Brighter Christmas. Relay for Life's kick off is November 30th at West High at 6:00 p.m. Trustee Feller attended the budget meeting. They are looking at where we're at and what possible cuts may need to be made. Her granddaughter is being tested for speech delay. She saw the speech therapist perform the testing. She loves our program and it is good to see it is going strong. She will attend the Special Ed Committee meeting tomorrow night. Trustee Swenson has enjoyed sitting in on the school site plan presentations on the 8th. Jim has assembled a great team. Carol Woo has done a great job and there are some highly energetic teachers. Trustee Hawkins passed. Trustee Vaughn visited North School for an organized gang prevention presentation. The students were well .

behaved and the campus looked very nice. He commended Jim and Denise Wakefield for their planning. The San Joaquin Probation Department and the drug dog also participated in the gang presentation. The next presentation will be at Williams in January. Trustee Crandall would like to see the list of cuts originally made two years ago and where do we stand in relation to one time money and a list of facility use money. Congratulations to Mrs. Kaur at Freiler for the Golden Bell Award. Congratulations to Mark Stroup and Tracy High Bulldogs for their successful football season and to Steve Lopez and the West High Wolf Pack for being named T-Cal champions and to the coaches at all levels who won championships. He attended his first parent teacher conference as a high school parent. He would like to know when the next Feast Lab lunch will take place. He is looking forward to all of the winter concerts and to basketball season. Trustee Machado wished everyone a Happy Thanksgiving.

**Superintendent
Report:**

Dr. Franco confirmed that there is a board meeting on November 28th. Congratulations to Sheila for being selected to be an educator on the California Algebra Forum. This is a two year commitment. We will be recognizing the sport teams who have won championships over the next two meetings. Last night he attended the Recreation Commission meeting demonstration the district's interest in the new pool at whs. The final vote was to take no action. Visited North school and saw James's peer mentoring group in action. They do a wonderful job. Thanks James for bringing this program to students. If anyone is interested on January 18th the CSBA will present their "Forecast" conference in Sacramento.

**9:16 PM
Adjournment.**

James Vaughn, Clerk

Date



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: ~~LA~~ Dr. Sheila Harrison, Assistant Superintendent of Educational Services
DATE: ~~SA~~ November 14, 2006
SUBJECT: Receive Report on Implementation of the Supplemental Counseling Program through Hiring up to an Additional Six Counselors

BACKGROUND: Background: Assembly Bill 1802 authorized a Supplemental Counseling Program which came into effect on July 1, 2006. The Supplemental Counseling program was further modified by Senate Bill 1131. The Supplemental Counseling Program will be implemented in part during the 2006-2007 school year and fully implemented in the 2007-2008 school year.

RATIONALE: The Supplemental Counseling Program is a perpetuity block grant from which school districts will receive approximately \$70-\$80 per student enrolled in grades 7th through 12th grade based on the prior year CBEDS. The three major components of the grant are the following: (1) to identify at risk students in grades 7th, 10th and 12th, (2) to counsel these students on academic achievement and deportment, (3) and to adopt a comprehensive counseling plan which includes the requirements of the Supplemental Counseling Program. On November 14, 2006, the Board of Trustees adopted the District's Comprehensive Counseling Program which includes the Supplemental Counseling Program. During the 2006-2007 school year, additional counselors need to be hired in order to meet the needs of at risk students in grades 7th, 10th, and 12th. This meets Strategic Goal #4- Developing the Whole Student.

FUNDING: Supplemental Counseling Program Funding. No cost to the District for the counselors. School sites will be responsible for setting up counselor's offices with equipment and supplies.

RECOMMENDATION: Receive Report on Implementation of the Supplemental Counseling Program through Hiring up to an Additional Six Counselors.

Prepared by: Rebecca Frame, Director of Student Services and Curriculum

Supplemental Counseling Program Implementation Plan
November 14, 2006

Background

The Supplemental Counseling Program is based on allocations determined from the 2005-2006 CBEDS report. The allocations are based on the number of students enrolled in grades 7th through 12th. The District will receive the allocations in a block grant to be used throughout the District to meet the needs of at risk students in grades 7th through 12th grade.

The Supplemental Counseling allocations, based on 2005-2006 CBEDS enrollment in grades 7th through 12th, should total up to \$590,250 for the 2006-2007 school year. Slight adjustments will be made yearly in the allocation based on enrollment from the CBEDS.

School	CBEDS 05-06 enrollment for grades 7 th -12 th	Block Grant for small schools	\$70 per student for schools over 200	Total
Delta Island	30	\$5,000		\$5,000
Duncan-Russell	124	\$10,000		\$10,000
Excel	15	\$5,000		\$5,000
Freiler	256		\$17,920	\$17,920
Kelly	157	\$10,000		\$10,000
Monte Vista	659		\$46,130	\$46,130
North	189	\$10,000		\$10,000
Poet	150	\$10,000		\$10,000
Success	20	\$5,000		\$5,000
Tracy High	2584		\$180,880	\$180,880
West High	3114		\$217,980	\$217,980
Williams	962		\$67,340	\$67,340
Willow	27	\$5,000		\$5,000
Total		\$60,000	\$ 530,250	\$590,250

As an experienced counselor's top salary is \$97,263, the allocation allows for 6.06 counselors to be hired during the 2006-2007 school year. If any additional funding is received, counselors can be offered extra days of service which would be determined based on the yearly allocation.

Counselor Placement under Supplemental Counseling Plan for Middle Schools and K-8 Schools

School	Enrollment on 10/27/06 grades 7 th through 12 th Base Funding	Potential Changes in Enrollment for 2007-2008	Enrollment in Grades 7 th and 8 th	7 th Grade Target Students	Current Counselors	Proposed changes
Delta Island	27	42 (adding Holt)	69	2	None	New Counselor to service Delta Island, Freiler, and North Counselor to be housed at North School
Freiler	252	0	252	11	None	
North	212	0	212	36	None	
Monte Vista	610	0	610	82	2	None
Poet	150	0	150	11	None	New Counselor to service Poet, Kelly, and Williams Counselor to be housed at Williams School
Kelly	211	Adding more 8 th graders 230	230	17	None	
Williams	879	0	879	73	2	

The Supplemental Counseling Program is designed to give intense services to 7th grade students who scored far below basic on the California State Standards Tests in Math and English/Language Arts in 6th grade. The number of target students will vary per school site yearly. The two new counselors on assignment for Delta Island, Freiler, North, Poet, and Kelly will focus on conferencing with 7th grade target students and their parents. In addition, the two new counselors will meet with other students in grades 7th and 8th at the designated schools in order to develop six year plans for success from middle to high school.

Counselor Placement under Supplemental Counseling Plan for High Schools

School	Enrollment on 10/17/06 grades 9 th through 12 th Base Funding	Potential Changes in Enrollment	Current Counselors	Proposed Changes
Tracy High	2659	Some growth	4	Add two counselors
West High	3033	Some growth	5	Add two counselors
Duncan-Russell	136	Add 40- 50 additional Students = 221 plus 45 pregnant and parenting minors	1	No Changes
Willow	34	0	Part Time	No Changes
Total				

Adding four additional counselors for the comprehensive high schools will allow counselors to focus on target students in grades 10th and 12th. Target students are students who have failed the High School Exit Exam and/or students who do not have enough credits to complete high school with their class. High School counselors will write four year plans for student's completion of high school and some six year plans for students needing guidance plans after leaving high school.

Definition of High School Target Students

- Students in grade 11 who have not passed one or both parts of the CAHSEE
- Students in grade 12 who have not passed one or both parts of the CAHSEE and/or are not on track to graduate

High School Counselor Responsibilities

A counselor will be designated for each High School Academy, including IGCG, who will be responsible for the specialized needs of the academy. Academy needs include, but are not limited to, rescheduling students who need specialized courses in Performing Arts and students working toward IB diplomas.

Timeline:

November	Advertise for counselors
December	Hire additional counselors
January	Assign additional counselor(s) to cover sites without counselors in order to meet with all target students as soon as possible Set up Offices, computers, etc. for new counselors
February	Begin to fully implement goal of meeting with all students at least once in grades 7 th through 12 th and then expand to meet with all students at least once in grades 7 th through 8 th and once in grades 9 th through 12 th
June	Submit data to Student Services Make any needed adjustments in counselor placement and assignments for the 2007-2008 school year.

Attachment: Middle School Supplemental Counseling Program for 7th grade Target Students
The attachment is a sample of the form that will be used during the parent and student meeting for 7th

Tracy Unified School District
Middle School Supplemental Counseling Program Grade 7 Report
(The conference shall occur **before January** of that school year in which the pupil is enrolled in grade 7.)

Student Name			Student I.D.		
School			Date of Birth		
Date of Meeting with School Counselor			Parents Attended the Counseling Meeting	Yes	No
Academic Record Discussed	Yes	No	Department Record Discussed	Yes	No

Check all that apply

Academic, Attendance & Behavior Records Discussed	
<input type="checkbox"/>	Student is far below basic level in English language arts or mathematics pursuant to California Standards Tests administered in pupils in grade 6
<input type="checkbox"/>	Transitioning to high school
<input type="checkbox"/>	Behavior/Discipline
<input type="checkbox"/>	SCT English 1 or 2 / CST Math 1 or 2
<input type="checkbox"/>	Math grade
<input type="checkbox"/>	English grade
<input type="checkbox"/>	GPA
<input type="checkbox"/>	Teacher/Counselor/Administrator Recommendation
<input type="checkbox"/>	Attendance: Days Absent: _____ Tardies: _____
<input type="checkbox"/>	Current academic program
<input type="checkbox"/>	Other

Check all that apply

Educational Options Discussed	
<input type="checkbox"/>	College Preparatory Program
<input type="checkbox"/>	Before or after school help from teachers
<input type="checkbox"/>	Alternatives available to pupils within District
<input type="checkbox"/>	Homework clubs
<input type="checkbox"/>	Summer School
<input type="checkbox"/>	Academic skills classes
<input type="checkbox"/>	Agenda use
<input type="checkbox"/>	Student Study Team meetings (SSTs)
<input type="checkbox"/>	Access to Parent Connect
<input type="checkbox"/>	Individual and group counseling
<input type="checkbox"/>	Parent/Teacher communication plan
<input type="checkbox"/>	Retention
<input type="checkbox"/>	Other

Check all that apply

<input type="checkbox"/>	Created/Reviewed by Tracy USD Student Six Year Graduation Plan
<input type="checkbox"/>	Reviewed list of coursework, academic progress & experience necessary to assist pupil to successfully transition to high school & meet all graduation requirements, including passing the high school exit examination.
<input type="checkbox"/>	Other

Counseling Notes:

During the *individual* conference, the school counselor shall apprise the pupil & his/her guardian of:

1. Consequences of not passing the high school exit examination.
2. Programs, courses and career technical education options available for pupils needed for satisfactory completion of middle or high school.
3. Cumulative records and transcripts of the pupil.
4. Performance on standardized and diagnostic assessments of the pupil
5. Remediation strategies, high school courses, and alternative education options available to the pupil.
6. Information on postsecondary education and training.
7. The pupil's score on the language arts or mathematics portion of the California Standards Test administered in grade 6, as applicable.



BUSINESS SERVICES MEMORANDUM

To: James Franco, Superintendent

From: *CG/12* Casey Goodall, Associate Superintendent for Business

Date: November 17, 2006

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

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

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

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

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

FUNDING: Per attached summary of requisitions.

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

Prepared by: Casey Goodall, Associate Superintendent of Business Services

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

A. Vendor: Tetra Tech, Inc.
Site: TUSD Storm Water Management Plan
Item: Proposal - Ratify
Services: Consultant to update current District Storm Water Management Plan, implement Storm Water Management Plan and provide Industrial Storm Water Program support for the 06/07 fiscal year.
Cost: \$18,165.77
Project Funding: Environmental Compliance

B. Vendor: NEC Unified Solutions, Inc.
Site: Voice Over IP Upgrade at Various School Sites
Item: Agreement - Ratify
Services: Vendor to provide services and install voice over IP upgrade to eight (8) school sites within the District.
Cost: \$164,827.21
Project Funding: District General Fund

C. Vendor: RGM & Associates
Site: Energy Management System Upgrade at Various School Sites
Item: Agreement - Ratify
Services: Construction management services for the EMS System upgrade at six (6) school sites; I.G.C.G., Hirsch, Monte Vista, South/West Park, West High and Williams.
Cost: \$25,000.00 Not to Exceed
Project Funding: Deferred Maintenance/Unrestricted Facilities Fund

D. Vendor: RGM & Associates
Site: Tracy High School
Item: Agreement - Ratify
Services: Construction management services for one (1) relocatable classroom addition and parking lot expansion at Tracy High School.
Cost: \$15,000.00 Not to Exceed
Project Funding: Developer Fees

E. Vendor: Bockmon & Woody Electric Co.
Site: Tracy High School – Relocatable Classroom
Item: Agreement - Ratify
Services: Site contractor to provide electrical, low voltage and site work for one (1) relocatable classroom at Tracy High School.
Cost: \$25,000.00 Not to Exceed
Project Funding: Developer Fees

F. Vendor: G & G Builders, Inc.
Site: North School – San Joaquin First 5 Daycare
Item: Agreement - Ratify
Services: Contractor to provide site work, landscape/irrigation and install owner furnished playground structure for the San Joaquin First 5 Daycare at North Elementary School.
Cost: \$94,255.00
Project Funding: Unrestricted Facilities Fund/Reimbursement from First 5 of San Joaquin

G. Vendor: Sacramento Cooling Systems dba L&H Airco, Inc.
Site: Energy Management System Upgrade at Various School Sites
Item: Agreement - Approve
Services: Contractor to provide and install a Direct Digital Control System and other mechanical work pertaining to the installation of a new Energy Management System at six (6) school sites; I.G.C.G., Hirsch, Monte Vista, South/West Park, West High and Williams.
Cost: \$754,166.00
Project Funding: Deferred Maintenance/Unrestricted Facilities Fund



BUSINESS SERVICES MEMORANDUM

To: James Franco, Superintendent

From: *Casey* Casey Goodall, Associate Superintendent for Business

Date: November 17, 2006

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

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

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

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

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

FUNDING: Per attached summary of requisitions.

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

Prepared by: Casey Goodall, Associate Superintendent of Business Services

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

A. Vendor: Conestoga-Rovers & Associates
Site: Tracy High School – West Building
Item: Proposal - Ratify
Services: Geotechnical engineer to investigate, sample and report suspicious soils encountered at the West Building Demolition site.
Cost: \$966.00
Project Funding: Local Bond Funds and State School Building Fund (SSBF)

B. Vendor: Kleinfelder, Inc.
Site: West High School – New Stadium and Pool
Item: Agreement - Ratify
Services: Geotechnical investigation for the West High School Stadium and Pool project.
Cost: \$11,750.00 Not to Exceed
Project Funding: Local Bond Funds and State School Building Fund (SSBF)



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: ~~W~~ Dr. Sheila Harrison, Assistant Superintendent of Educational Services
DATE: ~~7~~ November 9, 2006
SUBJECT: **Approve Special Services Contract with the Respect for All Project to Present at the Staff Development Buy Back Day on Wednesday, January 31, 2007**

BACKGROUND: The District has sponsored anti-bullying and tolerance education in elementary and middle schools over the past five years. The Respect for All Project has a video and lesson plans that assist youth grades 5th to 8th to teach each other with respect. The training includes an assessment of school climate, practice in using the lessons with the film, and discussion on how teachers can handle difficult questions on intolerant behaviors.

RATIONALE: The Respect for All Project is part of the on-going efforts of schools to combat bullying and teach respect for others. The Superintendent's Diversity Advisory Committee recommended that the Respect for All Project be offered as a supplemental program in grades 5th through 8th. Each school will receive a Respect for All Video and each teacher will receive the curriculum guide with lessons that accompany the film. This agenda item supports Strategic Goal #4-Develop Responsible Individuals.

FUNDING: Educational Services \$2,150

RECOMMENDATION: Approve Special Services Contract with the Respect for All Project to Present at the Staff Development Buy Back Day on Wednesday, January 31, 2007

Prepared by: Rebecca Frame, Director of Student Services and Curriculum



the respect for all project

Selected Research for Professionals

Often times, student achievement is negatively impacted by a lack of effective family partnerships. The work of the Respect For All Project is focused on helping educators and youth service providers close achievement gaps by ensuring that classrooms, schools and playgrounds are safe, welcoming and supportive places for all students from a variety of backgrounds. To this end, schools must work closely with parents, guardians and caretakers from diverse backgrounds to ensure the full participation and success of their students.

Building effective family partnerships therefore requires culturally competent professional practice—acknowledging cultural differences and better understanding the ways that human diversity impacts good teaching and learning. In this way, ensuring student achievement also means talking about preventing harmful bias and prejudice of all kinds before the effects of discrimination and exclusion take their toll on student learning and achievement. Below are some helpful references for building a better understanding of how strong family partnerships—welcoming all families into any school—will increase not only student achievement, but also help decrease repeated acts of teasing, name-calling and bullying.

The Impact of Cultivating Respect for Diversity on Achievement

Caprara, G.V., C. Barbaranelli, C. Patorelli, A. Bandura and P. Zimbardo. 2000. "Prosocial Foundations of Children's Academic Achievement" *Psychological Science* 11:302-306.

Osterman, K. F. 2000. "Student's Need for Belonging in the School Community." *Review of Educational Research* 70: 33-367.

Talking About Gay Issues with Young Children

Casper, Virginia et. al. 1996. "Toward a Most Thorough Understanding of the World: Sexual Orientation and Early Childhood Education" *Harvard Educational Review* (66) 2: 271-293

Impact of Changing Families on Society and Schools

Brave New Families: Stories of Domestic Upheaval in Late Twentieth-Century America by Judith Stacey 1998. University of California Press,

Managing to Make It by Frank F. Furstenberg, Jr., Thomas D. Cook, Jacquelyne Eccles, Glen H. Elder, Jr., and Arnold Sameroff, Chicago: University of Chicago Press, 2000.

For More Information or To Schedule a Workshop call 1-800-405-3322

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

AGREEMENT FOR SPECIAL CONTRACT SERVICES

This Agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and Respect For All 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: **Train 5th to 8th grade teachers on bully prevention through the Let's Get Real film and curriculum.**
2. Contractor will provide the above service(s), as outlined in Paragraph 1, for a period of up to a total of _____ (), under the terms of this agreement at the following location: To be Determined
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
 - A. District shall pay \$1,800(Flat Rate/Hourly), not to exceed a total of \$1,800. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
 - B. District ☒ **SHALL**; ☐ **SHALL NOT** reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals, and lodging at rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$350 for the term of this agreement.
 - C. District shall make payment on a ☐ **MONTHLY PROGRESS BASIS**, ☒ **SINGLE PAYMENT UPON COMPLETION OF THE DUTIES** and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a "Invoice of Non-Employee Consultant Services". Original paid receipts are required for lodging, airfare (passenger coupon or ticket stub), automobile rental and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.
4. The term of this agreement shall commence on **November 1, 2006**, and shall terminate on **February 1, 2007**.
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, **Rebecca Frame**, with any questions regarding performance of the service outline above. District's designee shall determine if and when Contractor has completed the services described.
7. The parties intend that an independent contractor relationship is created by this contract and District assumes no responsibility for workers compensation liability. District likewise assumes no responsibility for liability for loss, damage, or injury to person(s) or property resulting from, or caused by, contractor's activities during or relating to the performance of service under this Agreement.

Contractor agrees to hold harmless and to indemnify district for:

Any injury to person or property sustained by Contractor or by any person, firm or corporation employed directly or indirectly by the Contractor or by any of the individuals participating in or associated with him or

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

8. This Agreement is for the personal services of the Contractor and Contractor may not assign the performance of the services to any persons who are not parties to this Agreement except for employees of Contractor.
9. Contractor certifies that his or her current employer, if any, is fully cognizant of this Agreement and that payments hereunder are not in conflict with any federal, state or local statutes, rules or regulations, or with any policies of Contractor's current employer.
10. District shall become the owner of, and entitled to, exclusive possession of all records, documents, graphs, photographic or other reproductions of any kind produced in the scope of services performed and no other uses thereof will be permitted except by permission of the District. Proprietary materials will be exempted from this clause.
11. Consultant/Contractor certifies that he or she is not an employee of the District and is self-employed in the performance of the services specified. Consultant agrees that he or she assumes all responsibility in relation to providing the District with an Employer Identification number or Social Security number as required by IRS regulations in relation to the conduct of his or her business.

AGREED:

Michael Clark
Consultant Signature (1)

11/8/06
Social Security Number or TIN number (2)

Date

Program Director
Title

2180 Bryant St. #203
Address

San Francisco, CA 94110
City/State/Zip

415-641-4616 x389
Phone Number

Date

Title

Account Number to be charged

Budget Approval

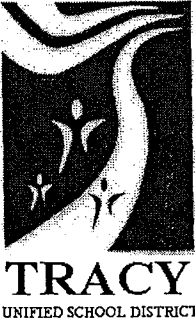
Date Approved by the Board

Send All Copies to the Business Office

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

C:\WINNT\Profiles\gborejko\Personal\Agreement for Special Contract Services.doc

Glenda Borejko Page 2 03/10/1998



EDUCATIONAL SERVICES MEMORANDUM

To: Dr. James C. Franco, Superintendent
From: ~~Dr.~~ Sheila Harrison, Assistant Superintendent for Educational Services
Date: November 7, 2006
Subject: Ratify Master Contract and Individual Services Agreement with Reyn Franca School

BACKGROUND: A student with significant behavior needs was attempted with a placement at one non-public school but the child was removed from that program after several months. Placement at an adolescent day treatment was then attempted and student was removed after several weeks. After contact with many other non-public schools, Reyn Franca agreed to place the child for the 06/07 school year. An IEP was held to change placement to Reyn Franca a Non-public school. Ratification of the master contract and individual services agreement is necessary at this time because services have already begun at Reyn Franca School.

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

FUNDING: Contract expenses for the 2006-2007 school year include 131 days with per diem costs for basic education at 136.52 for a total of \$17,884.12. Non-public tuition expenses are budgeted in account number is # 01-6500-0-5750-1180-5800-800-2542.

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

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

Tracy Joint Unified School District
CONTRACT YEAR -- 2006-2007

AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES
MASTER CONTRACT

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

DEFINITIONS

- A.** This Master Contract is made and entered into this 30st day of October, between the district, Tracy Unified School District hereinafter referred to as the local educational agency ("LEA") and Reyn Franca School (nonpublic, nonsectarian school or agency), hereinafter referred to as NPS/A or "CONTRACTOR" for the purpose of providing special education and related services to individuals with exceptional needs (IWEN) under the authorization of Education Code (EC) Sections 56157 and 56365-56366.6
- B.** It is understood that this agreement does not commit LEA to payment for special education and related services provided to any individual unless, and until, an Individual Service Agreement (ISA) is executed between LEA and CONTRACTOR on behalf of such individual. Given the fact that it is the district's responsibility to assure that appropriate services are provided to the student, the district will either provide them, subcontract with other agencies per Section 4, or contract with respective NPS. The Director/Designee of the LEA's SPECIAL EDUCATION Unit may give interim telephone approval to the CONTRACTOR.
- C.** A current copy of CONTRACTOR's California Department of Education (CDE) Nonpublic School/Agency Certification approved by the California State Board of Education is attached hereto. In the event of a delay in certification by CDE, the CONTRACTOR shall forward, upon receipt, copies of the appropriate documentation from CDE that verifies the delay (e.g. waiver of certification, extension letters, etc.)
- D.** If a pupil is enrolled in a NPS/A with the approval of the LEA prior to a contract or ISA, the LEA shall issue a warrant for services, up to 90 days. If after 60 days the Master Contract has not been finalized, either party may appeal pursuant to EC 56366(c).
- E.** A NPS/A that proposes to initiate or expand services to pupils currently educated in the immediate prior fiscal year in a juvenile court program, community school or other non special education program, must notify the County Superintendent and the Special Education Local Plan Agency (SELPA). Notification must be no later than December 1 prior to the new fiscal year in which the proposed or expanding school intends to initiate services.
- F.** If certification expires during the contract period, CONTRACTOR must provide an updated copy. This Agreement will terminate if such certification or waiver is expired, revoked, rescinded, or otherwise nullified during the effective period of this Agreement. After termination (or during suspension), no services shall be performed where reimbursement is expected. From the initial effective date until the termination (suspension) date, the contract is in force and its terms and conditions are binding upon the parties.
- G.** Any educational funds received from an LEA for educational costs of IWENs it has placed shall be used solely for those purposes and not for the costs of a residential program.
- H.** A facility may not require, as a condition of placement that a child be identified as an IWEN.
- I.** Educational services shall occur at the school site, unless otherwise specified by the pupil's Individual Education Program/Individual Family Service Plan (IEP/IFSP).
- J.** Only those NPS/As who employ staff who hold a certificate permit or other document equivalent to that which staff in public school are required to hold in the service rendered are eligible to receive certification.
- K.** "Superintendent" as used in this agreement, shall mean State Superintendent of Schools.

CONTRACT RELATIONS AND INSURANCE PROVISION

1. MODIFICATIONS AND AMENDMENTS

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

2. RENEWAL OF CERTIFICATION

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

3. NOTICES

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

Notices/bills mailed to LEA shall be addressed to:
Attention:

Nancy E. Hopple, Director of Special Education

Name

Tracy Unified School District

LEA

1875 W. Lowell Avenue

Address

Tracy CA 95376

City **State** **Zip**

209-830-3270 209-830-3274

Phone

Fax #

Notices to CONTRACTOR:

Jeff Nichols, Director

Name

Reyn Franca School

Nonpublic School/Agency

2855 Geer Rd.

Address

Turlock CA 95382

City **State** **Zip**

209-668-9361 209-466-0946

Phone

Fax#

4. **DISPUTES**

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

5. **SUBCONTRACTOR AND ASSIGNMENT**

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

6. **INDEPENDENT CONTRACTOR STATUS**

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

7. **CONFLICT OF INTEREST**

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

8. TERMINATION

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

9. INSPECTION AND AUDIT

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

10. INDEMNIFICATION

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

11. INSURANCE

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

12. FREE AND APPROPRIATE PUBLIC EDUCATION (FAPE)

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

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

13. DEFINITION OF PARENT

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

14. DEFINITION OF DAY

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

15. QUALIFIED PERSONNEL AND CLASS SIZE

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

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

16. SCHOOL CALENDAR

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

17. ATTENDANCE ACCOUNTING/REPORTING

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

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

18. INSTRUCTIONAL MINUTES

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

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

19. INDIVIDUALIZED EDUCATION PLAN (IEP)

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

20. INSTRUCTION/CURRICULUM

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

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

21. NUTRITION

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

22. DISCIPLINE

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

23. MONITORING

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

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

24. PARENT ACCESS/RIGHTS

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

25. VACATION/HOLIDAYS

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

26. GRADUATION/DIPLOMAS/TRANSCRIPTS/CERTIFICATE OF COMPLETION

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

27. ASSESSMENTS/GRADING POLICIES/TRANSITION

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

28. PROGRESS REPORTING & ACCOUNTABILITY

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

29. ACCIDENT/INCIDENT REPORTING

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

30. HEALTH AND SAFETY

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

31. EMERGENCY PRECAUTIONS

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

32. SEXUAL HARRASSMENT

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

33. APPROPRIATE THERAPY SPACE

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

34. ADMINISTRATIVE DUTIES AND SUPERVISION OF STAFF

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

35. BEHAVIOR MANAGEMENT

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

36. STUDENT RETURN TO DISTRICT

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

37. SCHOOL CLOSURE

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

38. OTHER PROVISIONS

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

39. INDIVIDUAL SERVICE AGREEMENTS

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

40. PAYMENT PROVISION

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

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

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

41. RIGHT TO WITHHOLD

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

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

42. AUDIT EXCEPTIONS

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

43. MAINTENANCE OF RECORDS

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

44. TERM OF CONTRACT

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

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

44.6. This contract is effective on 10/30/06 and terminates at 5:00 p.m. on 6/30/07 unless sooner terminated as provided herein.

RATE SCHEDULE

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

<u>➤ BASIC EDUCATION PROGRAM</u>	<u>RATE</u>	<u>PERIOD</u>
<u>➤ As set forth in the IEP for each student</u>	<u>\$136.52</u>	<u>131 days</u>

RELATED SERVICES/DESIGNATED INSTRUCTIONAL SERVICES (DIS)

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

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

NOTES:

CONTRACTOR

LEA

Nonpublic School/Agency

Nancy E. Hopple, Director of Special Education

Contracting Officer's Date
Signature

Deputy Superintendent's Signature Date
Educational Services

Name and Title (type) Date

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

Tax I.D. # _____

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REYN FRANCA SCHOOL/JOSEPH NOVACK ACADEMY
Individual Service Agreement for Nonpublic, Nonsectarian School/Agency Services
Education Code Sections 56365 et seq.

This agreement is effective on 10/30/06 or the date student begins attending a nonpublic school or receiving services from a non public agency, if after the date identified, and terminates at 5:00 P.M. on 3/9/07 unless sooner terminated as provided in the Master Contract and by applicable law.

Pupil Name	Sex	Birthdate	Grade
(Last) (First) (M.I.)			
Address	City	State/Zip	District of Residence
Pupil ID/SS Number		Foster/LC#	Residential Setting
			Home (<input type="checkbox"/>) Foster (<input type="checkbox"/>) LCI (<input type="checkbox"/>)
Parent/Guardian	Phone	Address(If Different from student)	

CONTRACT TERMS:

- 1 The pupil's teachers/service provider will hold the following California credential/license: Mild Moderate Special Ed Credential or PIP or DIC or STP
- 2 The NPS/NPA will provide the SELPA with a copy of its California State Department of Education Certification.
- 3 The class size for the pupil will not exceed 14, and/or the therapist/pupil ratio will be N/A. If applicable, group size shall not exceed 14.
- 4 Authorized educational services as specified in the IEP shall be provided by the CONTRACTOR up to the amount specified in A and/or B. Failure to implement the services as specified on the IEP and contained within the Agreement shall reduce the SELPA'S payment obligation to Contractor in the amount necessary to secure the appropriate designated instructional service for student not originally provided as agreed upon between Contractor and SELPA.
- 5 Annual assessments / 3 year evaluation will be conducted by pupil's district of residence in conjunction with SELPA.
- 6 Behavioral plans will be implemented if appropriate.
- 7 Occupational Therapist must provide the SELPA representative with copies of the goals and objectives at least five (5) days prior to scheduled IEP meetings.
- 8 Tuition and costs for all services, including transportation, will only be paid for actual days of student attendance or direct service.
- 9 Contractor will provide written progress reports to the SELPA as specified in the Master Contract.
- 10 Contractor will keep signed attendance records for Pupil and shall report attendance monthly on SELPA forms as stated in the Master Contract.
- 11 Other Provisions (attachments as necessary): (Including short-term transportation by an authorized agent of Reyn Franca School during the term of this contract)

AGREEMENT TERMS:

- 1 Nonpublic School: The average number of minutes in the instructional day will be: _____ during the regular school year
 Nonpublic School: The average number of minutes in the instructional day will be: _____ during the extended school year
- 2 Nonpublic School: The number of school days in the calendar of the school year are: 180 during the regular school year
 Nonpublic School: The number of school days in the calendar of the school year are: 30 during the extended school year
- 3 Educational services as specified in the IEP shall be provided by the CONTRACTOR and paid at the rates specified below:

A. BASIC EDUCATION PROGRAM

	Per Day Rate	Estimated number of Days	Projected Amount
Regular School Year	\$ 136.52	<u>131</u> ⁷⁹	\$ 10,785.08
Extended School Year	\$ 136.52		\$ <u>17,884.12</u>
Total Basic Education Program			\$ 10,785.08

B. RELATED SERVICES

Service	Cost	# Sessions/Trips	
Transportation	\$ 0.445 Per Day/Mile (max 18 miles)	0	\$ -
Psychological Testing	\$ - Billed at actual cost		\$ -
Language/Speech Therapy	\$ - Billed at actual cost	79	Billed at actual cost
1 on 1 Instructional Aide	\$ 14.00		\$ -
Total Related Services			\$ -

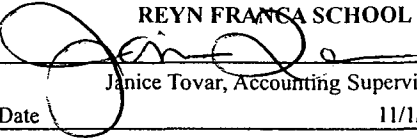
ESTIMATED MAXIMUM TOTAL BASIC EDUCATION & RELATED SERVICES

\$ 10,785.08

All terms and conditions of the current Contract/Agreement for Nonpublic, Nonsectarian School or Agency Service (NPS/SPA), hereinafter referred to as the Master Contract, previously executed by the parties hereto, are incorporated herein by reference. The contractor will implement the Individualized Education Program (IEP) in accordance with this agreement and Master Contract, and will request an IEP review prior to any change in the service Master Contract approval by the SELPA governance Council on July 1, 2006.

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

REYN FRANCA SCHOOL


Janice Tovar, Accounting Supervisor

Date 11/1/06

Tracy Unified School District


SELPA Director

Date



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. James C. Franco, Superintendent

FROM:  Dr. Sheila Harrison, Assistant Superintendent for Educational Services

DATE: November 1, 2006

SUBJECT: Approve Overnight Travel for Tracy High Cheer and Dance Teams and Coaches to Participate in the USA Spirit Nationals in Southern California on March 22-25, 2007

BACKGROUND: The Tracy High Cheer and Dance teams have been invited to attend USA Spirit Nationals in southern California (Anaheim) on March 22-25, 2007. The THS teams qualified for the USA Nationals by participating in competitions and have also been competing at weekend events. Thirty-five (35) students, three coaches, and one parent volunteer will attend this event. The team will be staying at the event host hotel, Disneyland Resort Hotel, in Anaheim, CA. The teams, coaches and parent volunteer will be transported by bus. Supervision will be provided by the coaches and USA Spirit Nationals.

RATIONALE: The teams have worked very hard to earn placement to participate in this event. It will give the teams a great opportunity to represent Tracy at the national competition. This aligns with Strategic Goal #4 (Developing the Whole Student) and Strategic Goal #5 (Citizenship).

FUNDING: The cost per member is \$400.00 which includes entry fee and competition, a portion of the bus costs, breakfast, accommodations and entrance to Disneyland. The Tracy High School Athletics program will cover half the bus cost, \$2,000.00. All other funding for this trip will be paid through a combination of fundraising opportunities and personal funding for the girls electing to participate in this competition. Combined costs will not exceed \$15,000.00.

RECOMMENDATION: Approve Overnight Travel for THS Cheer and Dance Teams and Coaches to Participate in the USA Spirit Nationals in Southern California on March 22-25, 2006.

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



EDUCATIONAL SERVICES MEMORANDUM

To: Dr. James Franco, Superintendent
From: *SH* Dr. Sheila Harrison, Assistant Superintendent for Educational Services
Date: *SH* November 16, 2006
Subject: **Approve State Preschool Grant for \$611 and Resolution
Certifying Linda Boragno-Dopp and Casey Goodall to be the
Designated Personnel to Sign Contracts for the State Preschool
Program for 2006-07.**

BACKGROUND: Tracy operates a Preschool Program at South/West Park for which the District receives special state funding. The state has allocated an additional \$611 for this school year for classroom supplies and materials.

RATIONALE: The state grant will allow the Preschool Program to purchase additional classroom materials. The resolution permits either Linda Boragno-Dopp, Director of Alternative Programs or Casey Goodall, Associate Superintendent for Business, to sign contracts related to the Preschool Program for the 2006-07 school year. Such a resolution is a state program requirement. The District's participation in the Preschool Program supports Strategic Goal #2: Quality Learning Environment.

FUNDING: There is no cost to the District.

RECOMMENDATION: Approve State Preschool Grant for \$611 and Resolution certifying Linda Boragno-Dopp and Casey Goodall to be the Designated Personnel to Sign Contracts for the State Preschool Program for 2006-07.

Prepared by: Dora L. Contreras, West Park School Principal, Director



CALIFORNIA
DEPARTMENT OF
EDUCATION

1430 N STREET
SACRAMENTO, CA
95814-5901

JACK O'CONNELL

State Superintendent of
Public Instruction

PHONE: (916) 319-0800

September 22, 2006

Dear County and District Superintendents and Executive Directors of Child Care
and Development Programs:

2006-07 INSTRUCTIONAL MATERIALS AND SUPPLIES CONTRACTS

This is to notify you that as an eligible child care and development contractor, your agency will receive one-time funding for the purchase of Instructional Materials and Supplies (IMS). These funds are available on a one-time basis for expenditures from July 1, 2006, through June 30, 2007. These funds may be used to purchase either durable or consumable developmentally appropriate and curriculum-related instructional materials. They cannot be used for any purpose considered nonreimbursable pursuant to the 2006-07 Funding Terms and Conditions.

Contract amounts are based upon a proration of each agency's total Maximum Reimbursable Amounts for center-based, family child care homes, and resource and referral contracts. The minimum amount an agency will receive is \$500. If you operate multiple child care and development center-based contracts, then your agency has discretion as to how the funds will be distributed among your contracts.

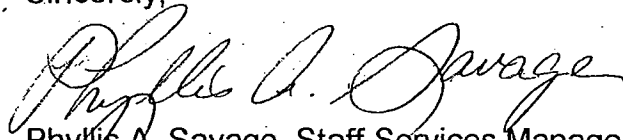
A contract with the appropriate amount your agency is eligible to receive is enclosed. Once the contract is signed and returned to the California Department of Education's (CDE) Contracts Office, you will be paid 100 percent of the contract amount within three to four weeks. You can identify apportionments received for instructional materials and supplies by the coding included on your remittance advice. A remittance advice for an IMS apportionment will reference a contract number similar to CIMS6XXX. The "C" prefix indicates that the funding is from California, the "IMS" prefix indicates that the payment is for Instructional Materials and Supplies, the "6" indicates that the funding is for the 2006-07 state fiscal year, and the 'XXX' will actually reference your agency's specific contract number. The Project Cost Accounting (PCA) code is 14130 and indicates the Federal Child Care and Development Fund.

Your agency must complete and submit fiscal report form (CDFS 9529) to the Child Development Fiscal Services (CDFS) Unit by July 20, 2007. This form is available online at www.cde.ca.gov/fg/aa/cd/cdfsforms06.asp. Failure to submit this report and/or failure to abide by the funding terms and conditions will result in a billing from the CDE for all apportioned monies.

September 22, 2006
Page 2

If you have any questions regarding this process, please contact your assigned Child Development Fiscal Analyst.

Sincerely,

A handwritten signature in cursive script, reading "Phyllis A. Savage". The signature is written in dark ink and is positioned above the printed name and title.

Phyllis A. Savage, Staff Services Manager III
Child Development & Nutrition Fiscal Services Unit
Fiscal and Administrative Services Division

PS:dl

**CALIFORNIA DEPARTMENT OF EDUCATION**

1430 N Street

Sacramento, CA 95814-5901

F.Y. 06 - 07

DATE: July 01, 2006

CONTRACT NUMBER: CIMS-6580

PROGRAM TYPE: INSTRUCTIONAL
MATERIALS

PROJECT NUMBER: 39-7549-00-6

LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES**CONTRACTOR'S NAME:** TRACY UNIFIED SCHOOL DISTRICT

By signing this agreement and returning it to the State, you are agreeing to use the funds identified below for the purchase of instructional materials and supplies for the Child Development Program. These funds shall not be used for any purpose considered nonreimbursable pursuant to the 2006/2007 Funding Terms and Conditions (FT&C) and Title 5, California Code of Regulations. The contractor's signature also certifies compliance with "Standard Provisions for State Contracts" (Exhibit A), which are attached hereto and by this reference incorporated herein.

This contract is funded through a grant from the federal Department of Health and Human Services and subject to Code of Federal Regulations (CFR) 45, Parts 98 and 99, the Child Care and Development Block Grant Act of 1990, as amended, and Public Law 104-193, the Personal Responsibility and Work Opportunity Reconciliation Act 9 (PRWORA) of 1996, 42 USC 9858. If the Catalogue of Federal Domestic Assistance (CFDA) number in 93596 (shown as FC# in the funding block), the fund title is Child Care Mandatory and Matching Funds of the Child Care and Development Fund. If the CFDA number in 93575, the fund title is Child Care and Development Block Grant subject to the Child Care and Development Block Grant Act of 1990, the Omnibus Budget Reconciliation Act of 1990, Section 5082, Public Law 101-508, as amended, Section 658J and 658S, and Public Law 102-586.

Funding of this contract is contingent upon appropriation and availability of funds. The period for which expenditures may be made with these funds shall be from July 01, 2006 through June 30, 2006.

Expenditure of these funds shall be reported to Child Development Fiscal Services (CDFS) on form CDFS-9529 no later than July 20, 2007. For non-local educational agencies, expenditures made through June 30, 2007 shall be included in your 2006/2007 audit due in accordance with Section VI., I. of the Funding Terms and Conditions. The audits for School Districts and County Offices shall be submitted in accordance with Education Code Section 41020.

The total amount payable pursuant to this agreement shall not exceed \$616.00.

Any provision of this contract found to be in violation of Federal or State statute or regulation shall be invalid but such a finding shall not affect the remaining provisions of this contract. Exhibit A, Standard Provisions for State Contracts attached.

STATE OF CALIFORNIA		CONTRACTOR	
BY (AUTHORIZED SIGNATURE)		BY (AUTHORIZED SIGNATURE)	
PRINTED NAME OF PERSON SIGNING Sharon Taylor		PRINTED NAME AND TITLE OF PERSON SIGNING Linda Boragno-Dopp, Director-Programs	
TITLE Manager-Contracts CD+NS Fiscal Svcs		ADDRESS 1875 W Lowell Ave., Tracy, CA 95376	
AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 616	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE Federal	
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT \$ 0	(OPTIONAL USE) 0656 FC# 93.575 PC# 000326 14130-7549		
TOTAL AMOUNT ENCUMBERED TO DATE \$ 616	ITEM 30.10.020.901 6100-196-0890	CHAPTER 047	STATUTE 2006
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-5035 Rev-8290	FISCAL YEAR 2006-2007	
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.		49	T.B.A. NO.
SIGNATURE OF ACCOUNTING OFFICER		B.R. NO.	
		DATE	

Department of General Services
use only

STANDARD PROVISIONS FOR STATE CONTRACTS

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

Contractor Certification Clauses

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

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

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

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

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

3. **NATIONAL LABOR RELATIONS BOARD CERTIFICATION:** Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (*Public Contract Code 10296*) (Not applicable to public entities.)
4. **EXPATRIATE CORPORATIONS:** Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of *Public Contract Code* Section 10286 and 10286.1, and is eligible to contract with the State of California.
5. **SWEATFREE CODE OF CONDUCT:**
- All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and *Public Contract Code* Section 6108.
 - The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).
6. **DOMESTIC PARTNERS:** Commencing on July 1, 2004 Contractor certifies that it is in compliance with *Public Contract Code* section 10295.3 with regard to benefits for domestic partners. For any contracts executed or amended, bid packages advertised or made available, or sealed bids received on or after July 1 2004 and prior to January 1, 2007, a contractor may require an employee to pay the costs of providing additional benefits that are offered to comply with *Public Contract Code* 10295.3.b.

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature on this form provides for compliance with certification requirements under 45 CFR Part 93, "New restrictions on Lobbying," and 45 CFR Part 76, "Government-wide Debarment and Suspension (Non procurement) and Government-wide requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Education determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 45 CFR Part 93, for persons entering into a grant or cooperative agreement over \$100,000 as defined at 45 CFR Part 93, Sections 93.105 and 93.110, the applicant certifies that:

(a) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement;

(b) If any funds other than federal appropriated funds have been or will be paid to any person for influencing or attempting to influence an employee of Congress, or any employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with this instruction;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

As required by executive Order 12549, Debarment and Suspension, and other responsibilities implemented at 45 CFR Part 76, for prospective participants in primary or a lower tier covered transactions, as defined at 45 CFR Part 76, Sections 6.105 and 76.110.

The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

(b) Have not within a three-year period preceding this application 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 public (federal, state, or local) transaction or contract under a public transaction obligation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 45 CFR Part 76, Subpart F, for grantees, as defined at 45 CFR Part 76, Sections 76.605 and 76.610-

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition.

(b) Establishing an on-going drug-free awareness program to inform employees about-

(1) The danger of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will -

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d) (2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title,

to: Director, Grants, and Contracts Service, U.S. Department of Education, 400 Maryland Avenue, S.W., (Room 3124, GSA Regional Office Building No. 3), Washington, DC 20202-4571.

Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d) (2), with respect to any employee who is so convicted:

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

South/West Park Elementary School

501 W Mt. Oso Ave

Tracy, CA 95376

Check ☐ if there are workplaces on file that are not identified here.

DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 45 CFR Part 76, Subpart F, for grantees, as defined at 45 CFR Part 76, Sections 76.605 and 76.610-

a. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant, and

b. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Director, Grants and contracts Service, U.S. department of Education, 400 Maryland Avenue, S.W. (Room 3124, GSA Regional Office Building No. 3) Washington, DC 20202-4571. Notice shall include the identification numbers(s) of each affected grant.

ENVIRONMENTAL TOBACCO SMOKE ACT

As required by the Pro-Children Act of 1994, (also known as Environmental Tobacco Smoke), and implemented at Public Law 103-277, Part C requires that:

The applicant certifies that smoking is not permitted in any portion of any indoor facility owned or leased or contracted and used routinely or regularly for the provision of health care services, day care, and education to children under the age of 18. Failure to comply with the provisions of this law may result in the imposition of a civil monetary penalty of up to \$1,000 per day. (The law does not apply to children's services provided in private residence, facilities funded solely by Medicare or Medicaid funds, and portion of facilities used for in-patient drug and alcohol treatment.)

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

NAME OF APPLICANT

Tracy Unified School District/South/West Park

CONTRACT #

CPRE 5347

PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

Linda Boragno-Dopp, Director of Alternative Programs

SIGNATURE

DATE


RESOLUTION # 06-17

This resolution must be adopted in order to certify the approval of the Governing Board to enter into this transaction with the California Department of Education for the purpose of providing child care and development services and to authorize the designated personnel to sign contract documents for Fiscal Year 2006/07.

RESOLUTION

BE IT RESOLVED that the Governing Board of Tracy Unified School District

authorizes entering into local agreement number/s CIMS-6580 and that the person/s who is/are listed below, is/are authorized to sign the transaction for the Governing Board.

<u>NAME</u>	<u>TITLE</u>	<u>SIGNATURE</u>
<u>Linda Boragno-Dopp</u>	<u>Director of</u> <u>Alternative Programs</u>	
<u>Casey Goodall</u>	<u>Assistant Superintendent</u> <u>for Business Services</u>	

PASSED AND ADOPTED THIS _____ day of _____ 2006/07, by the
Governing Board of Tracy Unified School District
of San Joaquin County, California.

I, James Vaughn, Clerk of the Governing Board of

Tracy Unified School District of San Joaquin, County,

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

(Clerk's signature)

(Date)



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. James Franco, Superintendent

FR: ~~Dr.~~ Dr. Sheila Harrison, Assistant Superintendent of Educational Services

DT: November 8, 2006

RE: Approve Overnight Travel for the Varsity Wrestling Team and Two Coaches to Attend the Artichoke Invitational Wrestling Tournament in Castroville, CA on January 5 - 6, 2007

BACKGROUND: Sixteen members of the Tracy High Varsity Wrestling Team, Coach Darryl Rond and Assistant Coach John Espana would like to participate in the Artichoke Invitational Wrestling Tournament in Castroville, California, on January 5 - 6, 2007. The coaches will provide supervision during the tournament.

RATIONALE: The wrestling team will be strengthened by the opportunity to compete together in this tournament. This tournament has been the cornerstone of the Tracy High School Wrestling Team for numerous years and provides needed experience for the team's mid-season. This activity aligns with Strategic Goal #2 (Quality Learning Environment) and #4 (Developing the Whole Student).

FUNDING: Transportation will be provided by District vans driven by the coaches. Each wrestler will bring enough money for food and motel room, not to exceed \$100.00 per student. The tournament entry fee of \$300 and the \$400 cost for District vans will be paid by Tracy High Athletics. This cost is charged to the Athletics wrestling budget.

RECOMMENDATION: Approve Overnight Travel for the Varsity Wrestling Team and Two Coaches to Attend the Artichoke Invitational Wrestling Tournament in Castroville, CA on January 5 - 6, 2007.

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



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. James Franco, Superintendent

FROM: ~~X~~ Dr. Sheila Harrison, Assistant Superintendent of Educational Services

DATE: November 8, 2006

RE: Approve Overnight Travel for the Varsity Wrestling Team on December 8 & 9, 2006, to Attend the Lemoore Duals Wrestling Tournament in Lemoore, CA

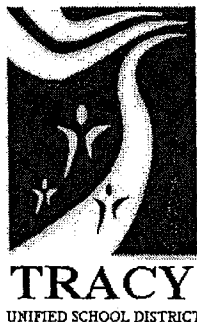
BACKGROUND: Sixteen members of the Tracy High Varsity Wrestling Team, Coach Darryl Rond and Assistant Coach John Espana would like to participate in the Lemoore Duals Wrestling Tournament in Lemoore, CA, on December 8 & 9, 2006. The coaches will provide supervision during the entire trip including the overnight stay.

RATIONALE: The wrestling team will be strengthened by the opportunity to compete together in this tournament. This tournament will provide needed experience for the team early in the season. This activity aligns with Strategic Goal #2 (Quality Learning Environment) and #4 (Developing the Whole Student).

FUNDING: Transportation will be provided by District vans driven by the coaches. This cost is charged to Tracy High Athletics. Accommodations are at the Lemoore High School Gym. The coaches and team members will be sleeping on the wrestling mats. Each wrestler will bring enough money for food. The Tournament entry fee (\$300.00) will be paid from the Athletics wrestling budget

RECOMMENDATION: Approve Overnight Travel for the Varsity Wrestling Team on December 8 & 9, 2005, to Attend the Lemoore Duals Wrestling Tournament in Lemoore, CA.

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



EDUCATIONAL SERVICES MEMORANDUM

To: James C. Franco, Ed.D., Superintendent
From: ~~AA~~ Sheila Harrison, Assistant Superintendent for Educational Services
Date: November 8, 2006
Subject: Ratify Master Contract and Individual Services Agreement with Oak Grove Institute

BACKGROUND: A student with significant mental health needs was previously placed at Oak Grove by her parents. The IEP team agreed that she needed to continue and she remained at Oak Grove up until September, 20, 2006 this year when she transferred to a residential treatment center in Stockton per IEP team agreement. Ratification of the individual services agreement and master contract is necessary at this time due to the continuation of the program per IEP team agreement and the fact that service has already ceased.

RATIONALE: Less restrictive settings were either not appropriate or not available. Districts must offer a continuum of services, including nonpublic schools, to students with exceptional needs. Less restrictive placements have not been effective in meeting their needs. This placement meets Strategic Goal #2 "Create Quality Learning Environments".

FUNDING: Contract expenses include 44 days total from July 1, 2006 through September 20, 2006. Per Diem costs are \$126.25. The total contractual cost is not to exceed \$5,555.00. Funding for Nonpublic School tuition is built into our 602 revenue base for special education. Expenditures that exceed the base funding are reimbursed at 70% from San Joaquin SELPA funds. Nonpublic tuition expenses are budgeted in account #01-6500-0-5750-1180-5800-800-2542.

RECOMMENDATION: Ratify Master Contract and Individual Services Agreement with Oak Grove Institute

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

Tracy Joint Unified School District

CONTRACT YEAR -- 2006-2007

AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES MASTER CONTRACT

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

DEFINITIONS

- A.** This Master Contract is made and entered into this 10th day of July, between the district, Tracy Unified School District hereinafter referred to as the local educational agency ("LEA") and Oak Grove Institute (nonpublic, nonsectarian school or agency), hereinafter referred to as NPS/A or "CONTRACTOR" for the purpose of providing special education and related services to individuals with exceptional needs (IWEN) under the authorization of Education Code (EC) Sections 56157 and 56365-56366.6
- B.** It is understood that this agreement does not commit LEA to payment for special education and related services provided to any individual unless, and until, an Individual Service Agreement (ISA) is executed between LEA and CONTRACTOR on behalf of such individual. Given the fact that it is the district's responsibility to assure that appropriate services are provided to the student, the district will either provide them, subcontract with other agencies per Section 4, or contract with respective NPS. The Director/Designee of the LEA's SPECIAL EDUCATION Unit may give interim telephone approval to the CONTRACTOR.
- C.** A current copy of CONTRACTOR's California Department of Education (CDE) Nonpublic School/Agency Certification approved by the California State Board of Education is attached hereto. In the event of a delay in certification by CDE, the CONTRACTOR shall forward, upon receipt, copies of the appropriate documentation from CDE that verifies the delay (e.g. waiver of certification, extension letters, etc.)
- D.** If a pupil is enrolled in a NPS/A with the approval of the LEA prior to a contract or ISA, the LEA shall issue a warrant for services, up to 90 days. If after 60 days the Master Contract has not been finalized, either party may appeal pursuant to EC 56366(c).
- E.** A NPS/A that proposes to initiate or expand services to pupils currently educated in the immediate prior fiscal year in a juvenile court program, community school or other non special education program, must notify the County Superintendent and the Special Education Local Plan Agency (SELPA). Notification must be no later than December 1 prior to the new fiscal year in which the proposed or expanding school intends to initiate services.
- F.** If certification expires during the contract period, CONTRACTOR must provide an updated copy. This Agreement will terminate if such certification or waiver is expired, revoked, rescinded, or otherwise nullified during the effective period of this Agreement. After termination (or during suspension), no services shall be performed where reimbursement is expected. From the initial effective date until the termination (suspension) date, the contract is in force and its terms and conditions are binding upon the parties.
- G.** Any educational funds received from an LEA for educational costs of IWENs it has placed shall be used solely for those purposes and not for the costs of a residential program.
- H.** A facility may not require, as a condition of placement that a child be identified as an IWEN.
- I.** Educational services shall occur at the school site, unless otherwise specified by the pupil's Individual Education Program/Individual Family Service Plan (IEP/IFSP).
- J.** Only those NPS/As who employ staff who hold a certificate permit or other document equivalent to that which staff in public school are required to hold in the service rendered are eligible to receive certification.
- K.** "Superintendent" as used in this agreement, shall mean State Superintendent of Schools.

CONTRACT RELATIONS AND INSURANCE PROVISION

1. MODIFICATIONS AND AMENDMENTS

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

2. RENEWAL OF CERTIFICATION

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

3. NOTICES

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

Notices/bills mailed to LEA shall be addressed to:

Attention:

Nancy E. Hoppie, Director of Special Education

Name

Tracy Unified School District

LEA

1875 W. Lowell Avenue

Address

Tracy CA 95376

City **State** **Zip**

209-830-3270 209-830-3274

Phone

Fax #

Notices to CONTRACTOR:

Dr. Michael Brown, Director

Name

Oak Grove Institute

Nonpublic School/Agency

24275 Jefferson Ave.

Address

Murrieta CA 95262

City **State** **Zip**

951-677-5599 951-698-9597

Phone

Fax#

4. **DISPUTES**

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

5. **SUBCONTRACTOR AND ASSIGNMENT**

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

6. **INDEPENDENT CONTRACTOR STATUS**

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

7. **CONFLICT OF INTEREST**

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

8. TERMINATION

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

9. INSPECTION AND AUDIT

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

10. INDEMNIFICATION

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

11. INSURANCE

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

12. FREE AND APPROPRIATE PUBLIC EDUCATION (FAPE)

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

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

13. DEFINITION OF PARENT

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

14. DEFINITION OF DAY

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

15. QUALIFIED PERSONNEL AND CLASS SIZE

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

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

16. SCHOOL CALENDAR

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

17. ATTENDANCE ACCOUNTING/REPORTING

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

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

18. INSTRUCTIONAL MINUTES

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

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

19. INDIVIDUALIZED EDUCATION PLAN (IEP)

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

20. INSTRUCTION/CURRICULUM

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

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

21. NUTRITION

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

22. DISCIPLINE

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

23. MONITORING

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

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

24. PARENT ACCESS/RIGHTS

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

25. VACATION/HOLIDAYS

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

26. GRADUATION/DIPLOMAS/TRANSCRIPTS/CERTIFICATE OF COMPLETION

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

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

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

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

27. ASSESSMENTS/GRADING POLICIES/TRANSITION

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

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

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

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

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

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

28. PROGRESS REPORTING & ACCOUNTABILITY

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

29. ACCIDENT/INCIDENT REPORTING

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

30. HEALTH AND SAFETY

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

31. EMERGENCY PRECAUTIONS

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

32. SEXUAL HARRASSMENT

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

33. APPROPRIATE THERAPY SPACE

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

34. ADMINISTRATIVE DUTIES AND SUPERVISION OF STAFF

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

35. BEHAVIOR MANAGEMENT

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

36. STUDENT RETURN TO DISTRICT

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

37. SCHOOL CLOSURE

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

38. OTHER PROVISIONS

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

39. INDIVIDUAL SERVICE AGREEMENTS

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

40. PAYMENT PROVISION

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

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

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

41. RIGHT TO WITHHOLD

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

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

42. AUDIT EXCEPTIONS

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

43. MAINTENANCE OF RECORDS

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

44. TERM OF CONTRACT

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

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

44.6. This contract is effective on 7/10/06 and terminates at 5:00 p.m. on 6/30/07 unless sooner terminated as provided herein.

RATE SCHEDULE

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

➤ <u>BASIC EDUCATION PROGRAM</u>	<u>RATE</u>	<u>PERIOD</u>
➤ <u>As set forth in the IEP for each student</u>	<u>\$126.25</u>	<u>44 days</u>

RELATED SERVICES/DESIGNATED INSTRUCTIONAL SERVICES (DIS)

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

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

NOTES:

CONTRACTOR

LEA

Nonpublic School/Agency

Nancy E. Hopple, Director of Special Education

Contracting Officer's Date
Signature

Deputy Superintendent's Signature Date
Educational Services

Name and Title (type) Date

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

Tax I.D. # _____

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TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Jim Franco, Superintendent
FROM: ~~Dr.~~ Dr. Sheila Harrison, Assistant Superintendent of Educational Services
DATE: October 12, 2006
SUBJECT: Approve Fantasy Theatre "That's History With a Twist" on December 6, 2006 at Art Freiler School

BACKGROUND: Fantasy Theatre is an educational theatre company based in Sacramento dedicated to promoting the use of performing arts across the curriculum. They perform for audiences throughout Northern California with occasional hands-on workshops to involve students.

RATIONALE: The Fantasy Theatre will be performing "That's History With a Twist" for the kindergarten thru 8th grades on December 6, 2006 for approximately 400 students at each performance. Some students may be asked to take part in these performances. This particular assembly is a standard-based yet wonderfully literature rich, children's theatre production. This supports Strategic Goal #2, Quality Learning Environment, providing students with real-world learning opportunities, and exposure to the performing arts.

FUNDING: Freiler Staff Parent Association will cover the \$900 cost for the two performances.

RECOMMENDATION: Approve Fantasy Theatre "That's History With a Twist" on December 6, 2006 at Art Freiler School

Prepared by: Marylee Barron, Principal, Art Freiler 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 FANTASY THEATER, 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: "THAT'S HISTORY WITH A TWIST" ASSEMBLY ON DEC. 6, 2006, 930 + 930 AM.
2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 1 ~~()~~ HOURS ~~()~~ DAY(S) (circle one), under the terms of this agreement at the following location ART PRELUDER SCHOOL, 2421 N. LOWELL AVE, TRACY, CA.
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
 - a. District shall pay \$ 900- per HOUR/DAY ~~FLAT RATE~~ (circle one), not to exceed a total of \$ 900-. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
 - b. District [] SHALL; [☒] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the district rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ for the term of this agreement.
 - c. District shall make payment on a [] MONTHLY PROGRESS BASIS, [☒] SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.
4. The terms of the agreement shall commence on Dec. 6, 2006, 2006, and shall terminate on Dec 6, 2006, 2006.
5. This agreement may be terminated at any time during the term by either party upon day's written notice.
6. Contractor shall contact the District's designee, at (209) 83 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.
7. The parties intend that an independent contractor relationship be created by this contract and District assumes no responsibility for workers' compensation liability. District likewise assumes no responsibility for liability for loss, damage, or injury to person(s) or property resulting from, or caused by, the contractor's activities during or relating to the performance of service under this Agreement.

Agreement for Special Contract Services - Page 2

Contractor agrees to hold harmless and to indemnify District for:

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

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

AGREED:

Consultant Signature (1)

Tracy Unified School District

Social Security Number (2)

Date

Date

Title

Title

Account Number to be Charged

Address

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.

Fantasy Theatre

PO Box 19206
Sacramento, CA 95819-2006

Phone: 916-442-5635

Fax: 916-443-0874

Objective

- Entertaining audiences with standards based, literature rich children's theatre.

Qualifications:

- Managing theatre is a professional touring theatre for children, serving Northern California, it is now in it's 19th year
- Founded by Buck Busfield & Timothy Busfield, both veteran actors 12 performances per week, 37 weeks per year
- Performed for more than 3 million children in California
- Some actors are college graduates, interning with our troop under the tutelage of experienced actors in our company



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: ~~XX~~ Dr. Sheila Harrison, Assistant Superintendent of Educational Services
DATE: ~~X~~ November 14, 2006
SUBJECT: Hire Additional Counselors Utilizing AB 1802 Funding

BACKGROUND: Assembly Bill 1802 authorized a Supplemental Counseling Program which came into effect on July 1, 2006. The Supplemental Counseling program was further modified by Senate Bill 1131. The Supplemental Counseling Program will be implemented in part during the 2006-2007 school year and fully implemented in the 2007-2008 school year.

RATIONALE: The Supplemental Counseling Program is a perpetuity block grant from which school districts will receive approximately \$70-\$80 per student enrolled in grades 7th through 12th grade based on the prior year CBEDS. On November 14, 2006, the Board of Trustees adopted the District's Comprehensive Counseling Program which includes the Supplemental Counseling Program. During the 2006-2007 school year, additional counselors need to be hired in order to meet the needs of at risk students in grades 7th, 10th, and 12th. This meets Strategic Goal #4- Developing the Whole Student.

FUNDING: \$97,263 (includes wages and benefits) per experienced counselor

RECOMMENDATION: Hire Additional Counselors Utilizing AB 1802 Funding.

Prepared by: Rebecca Frame, Director of Student Services and Curriculum



HUMAN RESOURCES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: James Mousalimas, Assistant Superintendent of Human Resources
DATE: November 20, 2006
SUBJECT: Approve Classified, Certificated, and/or Management Employment

BACKGROUND:

Austin, Virginia

Ramirez, Lucia

Ramos, Shirley Lauron

Valdez, Cynthia

BACKGROUND:

Espinosa – Wells, Gloria

CLASSIFIED

Food Service Worker (Replacement)
Poet-Christian School
2.5 hours per day
Range 22, Step A - \$10.86 per hour
Funding: Child Nutrition-School Program

Special Ed Para Educator I (Replacement)
Central School
6 hours per day
Range 24, Step E - \$13.70 per hour
Funding: Special Education

I.E.P. Para Educator I (Replacement)
Art Freiler School
3 hours per day
Range 24, Step A - \$11.37 per hour
Funding: Special Ed-IDEA Bas Grant

Custodian I (Replacement)
Williams Middle School
8 hours per day
Range 31, Step A - \$13.38 per hour + ND
Funding: General Fund

MANAGEMENT

Personnel Clerk for Classified Employees
DEC/Human Resources
8 hours per day
Range 5, Step A - \$16.20 per hour
Funding: General Fund

RECOMMENDATION: Approve Classified, Certificated and/or Management Employment

Prepared by: James Mousalimas, Assistant Superintendent of Human Resources.



HUMAN RESOURCES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: James Mousalimas, Assistant Superintendent of Human Resources
DATE: November 20, 2006
SUBJECT: Accept the Resignations/Retirements/Leaves of Absence for Classified, Certificated, and/or Management Employment

BACKGROUND:

CLASSIFIED RESIGNATIONS

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
Lindstrom, Janelle Special Ed Para Educator I	Monte Vista	11/30/2006	None Given

CLASSIFIED RETIREMENTS

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>
Serrato, Mary School Supervision Assist.	Jacobson	12/31/2006

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

Prepared by: James Mousalimas, Assistant Superintendent of Human Resources.



Business Services Memorandum

TO: Dr. Jim Franco, Superintendent
FROM: Dr. Casey Goodall, Assistant Superintendent for Business Services
DATE: November 17, 2006
SUBJECT: Approve Revision to the Food Service Administrative Regulation AR3553 – Free/Reduced Priced Meals - 2nd reading – Intent to Adopt

BACKGROUND: In accordance with Education and Government Codes, Boards of Education are required to maintain policies and regulations that provide direction and oversight to the District. In March, 2006, the Board adopted the revisions to Board Policy BP3553 and Administrative Regulation AR 3553 for Free/reduced meals to reflect current practices and update designees authorized to use free/reduced information for education purposes as defined in the policy. The designee's title was the Director of Curriculum, Accountability, and Special Projects. The District has changed the title to the Director of Curriculum, Accountability and Continuous Improvement.

RATIONALE: The attached administrative regulation is being presented to the Board from the Food Services Department.

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

FUNDING: No costs will be incurred

RECOMMENDATION: Approve Revision to the Food Service Administrative Regulation AR3553 - Free/Reduced Priced Meals - 2nd reading – Intent to Adopt

Prepared by: Paula Weeks, Director of Food Services

Free and Reduced Priced Meals**A. Purpose and Scope**

To provide guidance and direction to establish policies for the district's plan for students receiving free or reduced price meals and ensure that students receiving free reduced priced meals are not treated differently from other students or easily identified by their peers.

B. General

The board policies, site food service handbook, and the Food Service Policy and Procedure manual will include procedures to ensure procedures for determining eligibility for free/reduced meals and procedures to ensure confidentiality of student information.

C. Forms used and Additional References

Meal Applications and letters to the parents are available in the Food Services Office located at the District Education Center and also at the school sites.

D. Procedure

The district's plan for receiving free or reduced price meals shall ensure the following:

1. The names of the students shall not be published, posted, or announced in any manner, or used for any purpose other than the National School Lunch and Breakfast Program, unless otherwise provided by law.
2. The district uses a computerized point of sale program that insures there is no overt identification of any of the students.
3. The students shall not be required to work for their meals or for milk.
4. The students shall not be required to use a separate dining area, go through a separate entrance, or consume their meals or milk at a different time.

When more than one lunch, breakfast, or type of milk is offered, the students shall have the same choice of meals or milk as is available to those students who pay the full price.

Applications

An application form for free or reduced price meals shall be available to all parents/guardians at the beginning of each school year, together with information about eligibility standards, application procedures, and appeal procedures. This form and information shall also be provided whenever a new student is enrolled.

Applications for free or reduced price meal programs shall be available to students at all times during the regular school day and shall contain the following statements:

Free and Reduced Priced Meals

1. Applications for free or reduced price meals may be submitted at any time during a school day.
2. Students participating in the National School Lunch and School Breakfast Programs will not be overtly identified by the use of special tokens, special tickets, special serving lines, separate entrances, separate dining areas, or by any other means.

The application packet also shall contain:

Confidentiality/Release of Records

The Governing Board designates the Director of Curriculum, Accountability, and Continuous Improvement to approved the release of individual records/names pertaining to student participation in the free or reduced price meal program for the purpose of disaggregation of academic achievement data or for the identification of students in any program improvement school eligible for school choice and supplemental educational services pursuant to 20 USC 6316:

In using of the records for such purposes, the following conditions shall be satisfied:

1. No individual indicators of participation in the free or reduced price meal program shall be maintained in the permanent records of any student if not otherwise allowed by law.
2. Information regarding individual student participation in the free or reduced price meal program shall not be publicly released.
3. All other confidentiality provisions required by law shall be met pursuant to state and federal laws and guidelines.
4. Information collected regarding individual students certified to participate in the free or reduced price meal program shall be destroyed when no longer needed for its intended purpose.

Board Adopted 3/14/06



BUSINESS SERVICES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: Dr. Casey Goodall, Associate Superintendent, Business Services
DATE: November 17, 2006
SUBJECT: Consider Claim No. 13-0506 TUSD

BACKGROUND: On or about November 14, 2006, an Application for Leave to Present Late Claim, was received by the Tracy Unified School District in which the claimant, by and through her parents/guardians and her attorney, states that a loss or injury occurred on or about December 7, 2005.

After reviewing the Application for Leave to Present Late Claim, the District's property and liability insurance administrators recommended rejection/denial. This recommendation is based upon the following: this loss occurred approximately one (1) year ago, therefore, the only recourse for the claimant's attorney is to present an application for leave to present a late claim. It was also noted that certain immunities would apply to this situation which state the District cannot be held liable.

The amount noted in the application for leave to present late claim is noted as \$41,194.40.

RATIONALE: District's insurance advisors, legal advisors, and District staff recommend rejection/denial of this Application for Leave to Present Late Claim. This is standard practice in order to protect the District from future litigation.

This agenda item meets Strategic Goal #2 – Create a Quality and Effective Learning Environment for All Students.

FUNDING: District insurance account covers costs up to the Board approved deductible amount.

RECOMMENDATIONS: Deny Claim No. 13 0506, Application for Leave to Present Late Claim.

Prepared by: Catherine A. Lyons, Secretary to the Associate Superintendent for Business Services .



EDUCATIONAL SERVICES MEMORANDUM

To: Dr. James Franco, Superintendent
From: Dr. Sheila Harrison, Assistant Superintendent of Educational Services
Date: November 17, 2006
Subject: Approve Addition of One School Resource Officer

Background: On July 1, 1999, the District and the City of Tracy implemented a School Resource Officer Program. Two full-time sworn police officers were assigned to the District to provide police services at Tracy High School, West High School, and associated feeder schools. The officers address criminal activity on and adjacent to the school campuses and also serve in a role to proactively suppress such activities thus facilitating a safe academic environment. Duties include participating in student and parent conferences, assisting school sites during emergencies, locating runaways, investigating child abuse reports, and assisting school administration in school investigations that involve Penal Code violations.

Rationale: Since 1999, the District's enrollment has grown along with adding new schools to the duties of the School Resource Officers. The increase in enrollment particularly in the high schools calls for the School Resource Officers to spend most of their time on the high school campuses. An additional School Resource Officer would service middle schools, K-8 schools, elementary schools, and the George and Evelyn Stein Continuation High School. The additional School Resource Officer would be housed at George and Evelyn Stein Continuation High School. The School Resource Officer program has been highly successful in preventing crime on and near campus and there is a need to continue this high quality of service for students, staff, and parents. This agenda item supports Strategic Goal #4-Develop Responsible Individuals. Pending approval of the additional School Resource Officer is dependent upon the approval of city council to extend the City/District partnership to include three School Resource Officers.

Funding: \$55,000 per year

Recommendation: Approve Addition of One School Resource Officer

Prepared by: Rebecca Frame, Director of Student Services and Curriculum

